

**Sierra County  
Board of Supervisors'  
Agenda Transmittal &  
Record of Proceedings**

<b>MEETING DATE:</b> May 17, 2016	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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**DEPARTMENT:** Sheriff  
**APPROVING PARTY:** Sheriff Tim Standley  
**PHONE NUMBER:** 530-289-3700

**AGENDA ITEM:** Resolution and Approval of Cooperative Law Enforcement Annual Operating Plan and Financial Plan Between the Sierra County Sheriff's Office and the USDA, Forest Service Humboldt-Toiyabe National Forests.

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other

**BACKGROUND INFORMATION:** See Attached Agreement and Modification of Grant or Agreement

**FUNDING SOURCE:**  
**GENERAL FUND IMPACT:** General Fund Impact  
**OTHER FUND:** USFS Reimbursement Cooperative Agreement  
**AMOUNT:** \$8,000.00 Annually

<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  <input checked="" type="checkbox"/> Yes, 1 Seasonal Help Employee(s) <input type="checkbox"/> No	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <b>IS A BUDGET TRANSFER REQUIRED?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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**SPACE BELOW FOR CLERK'S USE**

<b>BOARD ACTION:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**  
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\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA,  
STATE OF CALIFORNIA

IN THE MATTER OF THE APPROVAL OF AGREEMENT BETWEEN THE SHERIFF'S  
OFFICE AND THE HUMBOLDT-TOIYABE NATIONAL FOREST RE: FY 2016 FINANCIAL  
AND OPERATING PLAN

RESOLUTION NO. 16-\_\_\_\_\_

BE IT RESOLVED THAT:

1. Agreement No. 16-LE-11041701-007, Mod. 000 captioned FY 2016 Operating and Financial Plan by and between the County of Sierra ("the County") and Contracting Party:

US Forest Service, Humboldt-Toiyabe National Forest

is hereby approved;

2. The responsible administrators for said Agreement are:

**County:** Tim Standley, Sheriff-Coroner

**Contractor:** Donald Harris, Patrol Captain

3. The Responsible Administrator for the County designated above and/or the Chairman of the Board of Supervisors is authorized to execute the subject Agreement.
4. The Sierra County Auditor is hereby authorized to pay said expenditure out of the Sheriff-Coroner Budget #5450.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 17th day of May, 2016.

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

COUNTY OF SIERRA

\_\_\_\_\_  
LEE ADAMS  
CHAIR, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
HEATHER L. FOSTER  
CLERK OF THE BOARD

\_\_\_\_\_  
JAMES A. CURTIS  
COUNTY COUNSEL



FS Agreement No. 16-LE-11041701-007  
Modification 000

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN**

**Between The  
SIERRA COUNTY SHERIFF'S DEPARTMENT  
And the  
USDA, FOREST SERVICE  
Humboldt-Toiyabe National Forest**

**FY16 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Sierra County Sheriff's Department, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Humboldt-Toiyabe National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #16-LE-11041701-007 executed on \_\_\_\_\_. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning December 1, 2015 and ending September 30, 2016

Current Fiscal Year Obligation: \$8,000.00  
**FY2016 Total Annual Operating Plan: \$8,000.00**

**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Tim Standley, Sheriff-Coroner, Sierra County Sheriff's Department PO Box 66 100 Courthouse Square Downieville, CA 95936 Telephone: (530) 289-3700 FAX: (530) 289-3318 timstandley@sierracounty.ca.gov	Michelle Anderson, Sergeant Sierra County Sheriff's Department PO Box 66 100 Courthouse Square Downieville, CA 95936 Telephone: (530) 289-3700 FAX: (530) 289-3318 michelleanderson@sierracounty.ca.gov

FS Agreement No. 16-LE-11041701-007  
Cooperator Agreement No. \_\_\_\_\_

**COOPERATIVE LAW ENFORCEMENT AGREEMENT**  
**Between The**  
**SIERRA COUNTY SHERIFF'S DEPARTMENT**  
**And The**  
**USDA, FOREST SERVICE**  
**Humboldt-Toiyabe National Forest**

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Sierra County Sheriff's Department, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Humboldt-Toiyabe National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System Lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Cooperative Law Enforcement Agreement with the Sierra County Sheriff's Department.

**I. PURPOSE:**

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

**II. THE COOPERATOR SHALL:**

- A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.



- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV.J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).



**III. THE U.S. FOREST SERVICE SHALL:**

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the U.S. Forest Service issued Agreement number **16-LE-11041701-007**, Cooperator’s actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

**Submit original invoice(s) for payment to:**

USDA, Forest Service  
 Albuquerque Service Center  
 Payments – Grants & Agreements  
 101B Sun Avenue NE  
 Albuquerque, NM 87109  
 FAX: (877) 687-4894  
 E-Mail: asc\_ga@fs.fed.us

**Send copy to:**

Jon Knudsen, Law Enforcement Officer  
 Humboldt-Toiyabe National Forest  
 1536 S Carson St  
 Carson City, NV 89701  
 Telephone: (775) 884-8113  
 FAX: (775) 884-8199  
 Email: jknudson@fs.fed.us

**IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:**

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Tim Standley, Sheriff-Coroner, Sierra County Sheriff’s Department PO Box 66 100 Courthouse Square Downieville, CA 95936 Telephone: (530) 289-3700 FAX: (530) 289-3318 Email: timstandley@sierracounty.ca.gov	Michelle Anderson, Sergeant Sierra County Sheriff’s Department PO Box 66 100 Courthouse Square Downieville, CA 95936 Telephone: (530) 289-3700 FAX: (530) 289-3318 Email: michelleanderson@sierracounty.ca.gov



**Principal U.S. Forest Service Contacts:**

<p align="center"><b>U.S. Forest Service Program Manager Contact</b></p>	<p align="center"><b>U.S. Forest Service Administrative Contact</b></p>
<p>Donald Harris, Law Enforcement Patrol Captain Humboldt-Toiyabe National Forest 1200 Franklin Way Sparks, NV 89431 Telephone: (775) 355-5327 FAX: (775) 355-5399 Email: deharris@fs.fed.us</p>	<p>Jon Knudsen, Law Enforcement Officer Humboldt-Toiyabe National Forest 1536 S Carson St Carson City, NV 89701 Telephone: (775) 884-8113 FAX: (775) 884-8199 Email: jknudson@fs.fed.us</p>
<p align="center"><b>U.S. Forest Service Administrative Contact</b></p>	
<p>Byron Keely, Grants Management Specialist Southwest ID &amp; NV Acquisition Center 1249 S Vinnell Way, Suite 200 Boise, ID 83709 Telephone: (208) 373-4266 FAX: (208) 373-4294 Email: byrondkeely@fs.fed.us</p>	

- C. An Annual Operating Plan will be negotiated on a fiscal year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.
- D. This agreement has no effect upon Cooperator’s right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:
  - 1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
  - 2. Specific beginning and ending dates.
  - 3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.



4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
  5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
  6. Billing frequency requirement(s). *See related Provisions II-H and III-B*
  7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
  8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.
- G. The officers/agents of Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of Cooperator. Law enforcement provided by Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- I. Cooperator's's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.
- J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse Cooperator for only the additional activities requested and not for activities that are regularly performed by Cooperator.
- K. Reimbursement may include the costs incurred by Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased,



equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.

When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. Cooperator's shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. Cooperator's is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed Cooperator for and/or transferred to Cooperator under the AD-107 process or equivalent.

- L. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by Cooperator using any Federal funding. Upon expiration of this agreement Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.
- M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of Cooperator's purchase of equipment or supplies.
- N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to Cooperator in excess of the amount to which Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
  - 1. Making an administrative offset against other requests for reimbursements.
  - 2. Withholding advance payments otherwise due to Cooperator.



3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.

- P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- R. This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- S. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- T. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- U. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through December 31, 2020.
- V. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.



TIM STANDLEY, Sheriff-Coroner  
Sierra County Sheriff's Department

Date

WILLIAM A. DUNKELBERGER, Forest Supervisor  
U.S. Forest Service, Humboldt-Toiyabe National Forest

Date

SCOTT HARRIS  
Special Agent in Charge, Region 4

Date

The authority and format of this agreement have been reviewed and approved for signature. **16-LE-11041701-007**

*Byron Keely* *12/11/2015*

BYRON KEELY  
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Donald Harris, Law Enforcement Patrol Captain Humboldt-Toiyabe National Forest 1200 Franklin Way Sparks, NV 89431 Telephone: (775) 355-5327 FAX: (775) 355-5399 Email: deharris@fs.fed.us	Jon Knudsen, Law Enforcement Officer Humboldt-Toiyabe National Forest 1536 S Carson St Carson City, NV 89701 Telephone: (775) 884-8113 FAX: (775) 884-8199 Email: jknudson@fs.fed.us
<b>U.S. Forest Service Administrative Contact</b>	
Byron Keely, Grants Management Specialist Southwest ID & NV Acquisition Center 1249 S Vinnell Way, Suite 200 Boise, ID 83709 Telephone: (208) 373-4266 FAX: (208) 373-4294 Email: byrondkeely@fs.fed.us	

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:
  - Wages at the prevailing rate of \$65.00/hour
  - Overtime wages at the prevailing rate of \$98.00/hour

**II. PATROL ACTIVITIES:**

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.
  1. Patrol on following U.S. Forest Service roads:
    - a. Long Valley and Dog Valley area.
  2. Patrol in the following campgrounds, developed sites, or dispersed areas:
    1. Crystal Mine, all campgrounds, picnic areas, recreation sites in the Long Valley and Dog Valley area.



Total reimbursement for this category shall not exceed the amount of: **\$8,000.00**. Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: \$0.00.

### III. TRAINING:

*See Cooperative Law Enforcement Agreement Provision IV-K for additional information.*

Total reimbursement for this category shall not exceed the amount of: \$0.00

### IV. EQUIPMENT:

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.*

Total reimbursement for this category shall not exceed the amount of: \$0.00

### V. SPECIAL ENFORCEMENT SITUATIONS:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity. Patrol in the Humboldt-Toiyabe National Forest, U.S. Forest Service within the State of California on the roads and in the campgrounds, developed sites, or dispersed areas.

### VI. TRAINING:

*See Cooperative Law Enforcement Agreement Provision IV-K for additional information.*

Total reimbursement for this category shall not exceed the amount of: \$0.00

### VII. EQUIPMENT:

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.*

Total reimbursement for this category shall not exceed the amount of: \$0.00

### VIII. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then



notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. **Drug Enforcement:** This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in the resource order. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
2. **Fire Emergency:** During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

The below information provides the specific information on the procedures and requirements for requesting Fire Reimbursements from the U.S. Forest Service. Any questions or clarifications necessary concerning incident/fire emergencies should be directed to the contacts listed below:

During fire emergencies, the Forest Service will reimburse the Cooperator for actual costs incurred for providing assistance requested by either the Agency Administrator or Incident Commander.

Reimbursement for personnel wages and services are based upon the information in the resource order and must identify the number of road blocks, number of personnel required, hours and time frame required and must be ordered by the Incident Commander or Agency Administrator. A copy of the resource order generated for the request for assistance will be provided by FS dispatch to the County. It is critically important that the IMT, Agency Administrator, and the Sheriff /County Official agree to what emergency services are needed and listed in the Resource Order and Incident Action Plans for each day until this resource is no longer required.

Upon request of the Agency Administrator or Incident Commander, a County designated Liaison(s) to the fire incident(s) may be established. The liaison will be requested via an incident resource order. The Liaison(s) primary duties, on behalf of the County Sheriff, will be to attend public meetings, planning and IC meetings. Eligible costs for reimbursement will include personnel time and mileage when fulfilling the liaison duties.



If meals and lodging are required for county officials, authorization must be documented using the standard fire meals and lodging authorization forms provided by the host fire unit.

Administrative support (e.g. posting incident time, delivering meals, bill preparation, etc.) will be reimbursed on an actual cost basis. The Cooperator will prepare and submit an itemized accounting of actual cost as part of the reimbursement request.

What is not eligible for reimbursement?

1. Law enforcement duties that are within the normal jurisdictional responsibilities such as enforcement, patrols, evacuation.
2. Automotive repairs, tires, and services are covered in the mileage rate.

**Billing Protocol:**

Documentation required to be submitted by the Cooperator to the FS for payment processing:

- Resource Order. Resource order will state what kind of assistance is ordered, how many people requested, and the time period for the services as ordered by the IC or Agency Administrator.
- Copy of Law Enforcement Agreement and annual Operating and Financial Plan.
- DUNS number.
- Tax ID number.
- Breakout of actual costs:
  - Salary – Daily Crew Time Reports, Payroll summary by hours per day or timesheets of personnel.
  - Supplies – Copies of receipts with date and description of items purchased and FS authorization (S# or FS Signature) for purchase.
  - Mileage – Summary by day by vehicle and personnel using the vehicle

For questions concerning incident/fire emergencies, please contact:

Russell Bird, Forest Fire Management Officer  
Humboldt-Toiyabe National Forest  
1200 Franklin Way  
Sparks, NV 89431  
Telephone: 775-355-5315  
Email: [russellbird@fs.fed.us](mailto:russellbird@fs.fed.us)

Bills will be submitted to:

Laurette Gaylord, Incident Business Specialist  
Humboldt-Toiyabe National Forest  
1200 Franklin Way  
Sparks, NV 89431  
Telephone: 775-355-5364



Email: [lgaylord@fs.fed.us](mailto:lgaylord@fs.fed.us)

- 3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

**IX. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- A. The Cooperator shall bill the U.S. Forest Service on a quarterly basis
- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$8,000.00	
Training	0.00	
Equipment	0.00	
Special Enforcement Situations	0.00	
<b>Total</b>	<b>\$8,000.00</b>	

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*
- D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.



TIM STANDLEY, Sheriff-Coroner  
Sierra County Sheriff's Department

Date

WILLIAM A. DUNKELBERGER, Forest Supervisor  
U.S. Forest Service, Humboldt-Toiyabe National Forest

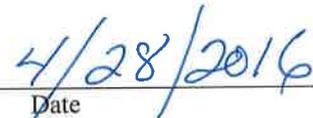
Date

SCOTT HARRIS, Special Agent in Charge  
U.S. Forest Service, Region 4

Date

The authority and format of this agreement have been reviewed and approved for signature.  
**16-LE-11041701-007, Attachment A**

  
BYRON KEELY  
U.S. Forest Service Grants Management Specialist

  
Date

Burden Statement

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