

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WESTERN STATES SHERIFFS' ASSOCIATION
AND
USDA FOREST SERVICE LAW ENFORCEMENT AND INVESTIGATIONS

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Western States Sheriffs' Association, hereinafter referred to as "WSSA", and the USDA, Forest Service Law Enforcement and Investigations, hereinafter referred to as "LEI".

I. PURPOSE

The purpose of this Memorandum of Understanding ("MOU") is to establish a template for an Operational Agreement that may be used by USDA Forest Service Law Enforcement and Investigations (LEI) and County Sheriffs (Sheriff) represented by the Western States Sheriffs' Association to define operational procedures and protocols for coordination of certain federal, state, and local law enforcement operations within a member Sheriff's county.

A. DEFINITIONS

"Criminal Violations / Criminal Law" means suspected violations of laws, other than Traffic Laws, where conviction may lead to a penalty of fine and/or imprisonment.

"Enforcement Action" means stopping, detaining, citing or arresting a person suspected of committing a violation of law.

"LEI" means Law Enforcement Officers or Criminal Investigators employed by the United States Department of Agriculture -- United States Forest Service.

"Sheriff" means the elected Sheriff of the various counties.

"OA" means Operational Agreement.

"Traffic Laws" means state, local and federal laws, ordinances and regulations that pertain to the operation of motor vehicles on roads.

"WSSA" means the Western States Sheriffs' Association.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The Sheriff and LEI share a mutual interest in protection of property and public safety, and therefore recognize that it is appropriate for LEI and Sheriffs to coordinate their enforcement actions to provide an effective deterrent to unsafe motor vehicle operation, and criminal activity. In addition, it is desirable to coordinate certain other law enforcement operations conducted by the Sheriff and LEI within individual counties in order to utilize law enforcement resources efficiently, avoid conflicts, plan for staffing and allocation of resources, set priorities, and provide backup and support. The OA also addresses coordination of other specifically enumerated law enforcement activities between LEI and Sheriffs.

LEI does not take enforcement actions under state and local laws, regulations, or ordinances unless designated by the Sheriff as special deputies or cross designated by other state or local law enforcement agencies, and when acting in accordance with any pertinent restrictions imposed by such designations, in accordance with State law. A designation agreement may be entered upon mutual agreement between the Sheriff and LEI, and any enforcement actions by LEI under State or local laws will be governed by that agreement.

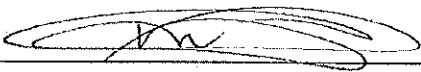
III. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT:

- A. The OA attached hereto as Exhibit A sets forth operating procedures and protocols for coordination of law enforcement by LEI and Sheriffs that provide for public safety and are consistent with federal, state, and local law enforcement authorities.
- B. The OA also provides for coordination of other law enforcement operations.
- C. Entry into the OA will be at the discretion of LEI and Sheriffs.
- D. The WSSA and LEI endorse the use of the OA by Sheriffs.
- E. LEI and the WSSA hereby designate the following contacts for matters arising under the this MOU:

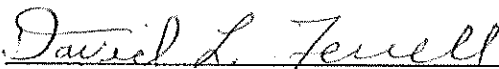
WSSA Program Contact	WSSA Administrative Contact
Name: Johnny Valdez, President/Sheriff Address: 515 West High Street City, State, Zip: Grants, NM 87020 Telephone: 505-876-2040 FAX: 505-876-2090 Email: jvaldez_csd@yahoo.com	Name: Jim Pond, Sheriff (Ret.) Address: 474 Rogers Canyon Road City, State, Zip: Laramie, WY 82072 Telephone: 307-760-4075 FAX: Email:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Tracy Perry, Deputy Director Address: 1621 N. Kent St., Suite 1015 City, State, Zip: Arlington, VA 22209 Telephone: 703-605-4690 FAX: 703-605-5112 Email: tperry@fs.fed.us	Name: Kenneth Pearson, Assistant Director Address: 1621 N. Kent St., Suite 1015 City, State, Zip: Arlington, VA 22209 Telephone: 703-605-4527 FAX: 703-605-5112 Email: kenpearson@fs.fed.us

- F. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.
- G. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- H. 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 MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

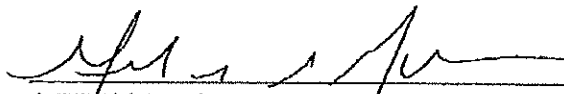

JOHNNY VALDEZ, President
Western States Sheriffs' Association

09/09/13
Date


DAVID L. FERRELL, Director
U.S. Forest Service, LEI

7/16/13
Date

The authority and format of this award have been reviewed and approved for signature.


MELISSA MOREIRA
U.S. Forest Service Grants Management Specialist

9/6/13
Date

EXHIBIT A TO MOU BETWEEN FOREST SERVICE LEI AND THE WESTERN STATES SHERIFFS'
ASSOCIATION

OPERATIONAL AGREEMENT

BETWEEN

THE _____ COUNTY SHERIFF

AND

USDA FOREST SERVICE LAW ENFORCEMENT AND INVESTIGATIONS

PURPOSE

The purpose of this Operational Agreement (OA) is to establish operational procedures and protocols for coordination of certain federal, state, and local law enforcement operations by USDA Forest Service Law Enforcement and Investigations (LEI) and the Sheriff of _____ County, _____ (the Sheriff).

DEFINITIONS

"Criminal Violations / Criminal Law" means suspected violations of laws, other than Traffic Laws, where conviction may lead to a penalty of fine and/or imprisonment.

"Enforcement Action" means stopping, detaining, citing or arresting a person suspected of committing a violation of law.

"LEI" means Law Enforcement Officers or Criminal Investigators employed by the United States Department of Agriculture – United States Forest Service.

"Sheriff" means the elected Sheriff of the various counties.

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"WSSA" means the Western States Sheriffs' Association

MUTUAL BENEFITS AND INTERESTS

The Sheriff and LEI share a mutual interest in protection of property and public safety, and therefore recognize that it is appropriate for LEI and Sheriffs to coordinate their enforcement actions to provide an effective deterrent to unsafe motor vehicle operation, and criminal activity. In addition, it is desirable to coordinate certain other law enforcement operations conducted by the Sheriff and LEI within _____ County in order to utilize law enforcement resources efficiently, avoid conflicts, plan for staffing and allocation of resources, set priorities, and provide backup and support. This OA also addresses coordination of other specifically enumerated law enforcement activities between LEI and the Sheriff.

LEI does not take enforcement actions within _____ County under state and local laws, regulations, or ordinances unless designated by the Sheriff as special deputies or cross designated by other state or local law enforcement agencies, and acting within the scope of any pertinent restrictions of such designations, in accordance with State law. A designation agreement may be entered upon mutual agreement between the Sheriff and LEI, and any enforcement actions by LEI under State or local laws will be governed by that agreement.

THE SHERIFF'S OPERATING PROCEDURES

- A. The Sheriff has primary authority for enforcement of State and local laws within _____ County, and may respond to and take enforcement actions for violation of State and local laws within a National Forest as allowed by available resources and as the Sheriff deems appropriate. Federal law recognizes that State jurisdiction over persons within National Forests is not affected or changed by the creation of the National Forest, except as against the United States, under 16 U.S.C. 480.
- B. When LEI makes an arrest consistent with this OA, the Sheriff will provide LEI with access to jail facilities for booking the violator. In the event the Sheriff is not responsible for the administration of the Jail in the County, LEI should negotiate with responsible jail administrator for housing needs.
- C. The Sheriff may designate LEI officers as special deputies in accordance with State law as the Sheriff deems appropriate, and the operations of designated LEI officers will be governed by a separate designation agreement.
- D. The Sheriff will provide opportunities for LEI officers that operate within _____ County to attend the Sheriff's regularly scheduled in-service training at no additional cost to the Sheriff.

- E. The Sheriff may create a local Law Enforcement Council (LEC), consisting of representatives from the Sheriff's office, Forest Service LEI, and other law enforcement agencies.
- F. The Sheriff may utilize the LEC as a forum to create and review an annual law enforcement coordination plan among the agencies involved in the LEC.
- G. If the Sheriff designates LEI officers as special deputies, the designation agreement will set forth respective responsibilities for booking and completing necessary reports.

LEI OPERATING PROCEDURES

- A. LEI will take enforcement action for violation of federal traffic laws within _____ County, subject to the following provisions:
 - 1. Inside the exterior boundaries of a National Forest or National Grassland
 - 2. Outside the exterior boundaries of a National Forest or National Grassland, LEI will take enforcement actions for violation of federal traffic laws only when:
 - a. Within rights-of-way owned by the United States and administered by the Forest Service; or,
 - b. When in fresh pursuit of a violator from within the exterior boundaries of a National Forest or National Grassland; or,
 - c. Federal traffic laws apply to the violation; and
 - 1. There is an immediate threat to public safety or to property; or,
 - 2. When requested by the Sheriff or official designated by the Sheriff
 - 3. LEI will contact the appropriate dispatcher upon observing or receiving a report of a traffic violation of state or local law outside of the national forest on a road that is subject to both state/local and federal traffic laws, prior to taking enforcement action under federal law.
- B. LEI will provide the Sheriff with contact information and procedures for filing citizen complaints regarding LEI officer conduct.
- C. LEI will accept designation for LEI officers as special deputies when offered by the Sheriff and as deemed appropriate by the Forest Service LEI under federal law, and the operations of designated LEI officers will be governed by a separate designation agreement.
- D. LEI will participate in LEC meetings.

- E. LEI will meet with the Sheriff at least once per year to discuss mutual operational matters related to national forest lands within _____ County.
- F. Nothing in this OA shall preclude LEI from taking appropriate action to respond to immediate threats to public safety.

JOINT OPERATING PROCEDURES

- A. The Sheriff and designated representative of LEI will meet at least once per year to exchange information regarding mutual law enforcement activities on National Forest lands in _____ County and agree upon an annual plan for law enforcement activities within national forests and national grasslands in the upcoming year.
- B. The Sheriff and LEI will keep one another informed of important events, decisions, and law enforcement operations that may require coordination or additional personnel, resources, or equipment on national forest lands within _____ County.
- C. LEI or the Sheriff may terminate this OA by providing 30 days written notice to the other party. Otherwise, this agreement shall continue in effect for as long as the Sheriff holds office, and shall terminate when the Sheriff leaves office.
- D. This OA may be modified or amended by mutual written agreement of the Sheriff and LEI.
- E. The Sheriff may request an “after action review” of incidents where LEI took enforcement action for a violation under federal laws within the county. All such incidents will be reported by LEI and discussed at the annual meeting between the Sheriff and LEI representatives, whether or not an after action review is conducted for the incident.
- F. The OA is not a contract of employment, and does not designate any LEI officers as special deputies. Each party is responsible for the wages, benefits and liabilities of their respective employees. Any designation of LEI officers as special deputies will set forth respective responsibilities for wages, benefits, and liabilities of respective employees.
- G. LEI and the Sheriff hereby designate the following contacts for matters arising under this OA:

LEI:

The Sheriff:

