

LE-MEMO. MOU 9-26-94

Ref. Mgr. Q/S
Asst. Mgr.
Biologist
Off. Asst.
File

September 26, 1994

ARD-Refuges and Wildlife, FWS, Atlanta, GA (ARW/TSB)

Refuge Law Enforcement - Memorandum of Understanding

All Refuge Managers, FWS, Region 4

The attached "Boilerplate" Memorandum of Understanding (MOU) satisfies one of the Action Items addressed in March 7, 1994, memorandum on the Results of FY 1994 Refuge Law Enforcement Review.

This MOU was patterned after the sample MOU given to refuge officers at this year's law enforcement refresher training and was submitted by Refuge Officer Claude Carnathan, Yazoo NWR, for review and approval. The Regional Solicitor's Office has reviewed and approved the MOU for refuge use. Therefore, you may use the attached MOU by filling in the blanks. No modifications or additions can be made to the attached MOU except in Article II, STATEMENT OF WORK. You may delete paragraphs that do not apply to your situation, but you may not add any new paragraphs.

If this MOU does not meet your specific needs, use it as a guide to develop a MOU that does and submit it to the Refuge Law Enforcement Coordinator for review and approval.

Copies of all MOU established should be appended to the station's Refuge Law Enforcement Plan.

If you have any questions concerning the establishment of refuge law enforcement MOU's, please contact Ken Chitwood at 404/679-7169.

/s/ Geoff S. Haskett

Attachment

RECEIVED
SEP 27 1994

ST. VINCENT NATIONAL
WILDLIFE REFUGE

MEMORANDUM OF UNDERSTANDING

BETWEEN

NATIONAL WILDLIFE REFUGE

AND

THE

COUNTY SHERIFF'S DEPARTMENT

Article I. BACKGROUND AND OBJECTIVES

This agreement, a reciprocal law enforcement and assistance agreement, is made this day of 199 , by and between the National Wildlife Refuge, United States Fish and Wildlife Service, United States Department of Interior (hereby known as the Service), and the County Sheriff's Department (hereby known as correspondent); and

Whereas, the officials of the above governmental body have a genuine interest in the safe communities and recognize the continued need to better working relationship with neighboring law enforcement agencies through cooperative assistance agreements; and

Whereas, the above governmental body recognizes the unique geographical relationship created by the refuge's size and boundaries and the potential for emergency law enforcement incidents to escalate into or overlap jurisdictional lines; and

Whereas, the aforementioned governmental bodies have determined that the providing of specified law enforcement aid and assistance across jurisdictional lines will increase their mutual ability to preserve the safety and welfare of law enforcement personnel and all citizens; and

Whereas, these same public officials desire to document existing traditional cooperative assistance or verbal agreements; and

Whereas, the refuge's jurisdiction is (proprietary, concurrent or exclusive) and the Fish and Wildlife Improvement Act of 1978 (16 U.S.C. 7421) encourages cooperation between the Service, state and other law

enforcement agencies; and

Whereas, the Service, acting pursuant to the authority contained in 16 U.S.C. ^U 7421, 446 Department Manual 4.2(C), and 8 Refuge Manual 14.20, is authorized to enter into agreements with state and other law enforcement agencies relative to emergency assistance; and

Whereas, no new formal organizational structure, administrative or otherwise, is necessary to implement this agreement and the functional purposes hereof are implemented through operational procedures set forth herein.

Article II. STATEMENTS OF WORK

Therefore, the parties hereto, in consideration of the cooperative provisions and conditions herein contained, promise and agree with each other as follows:

- A. The parties of this agreement will reciprocally provide emergency assistance provided that the request is based on an incident that is true emergency where there is a clear and present danger to human life and the correspondent does not have the resources at hand to bring the incident under control. Request must be initiated by authorized personnel of the requesting agency directly to authorized personnel of the responding agency via radio, telephone or in person-person.
- B. Under normal routine conditions not considered an emergency, Service personnel will be limited to fish and wildlife related matters outside the refuge undary to respond to calls of assistance.
- C. The requesting agency will be in charge of the incident scene. Responding units will render only specifically requested assistance.
- D. Each law enforcement agency will normally have sole responsibility for traffic direction and control within its own jurisdiction. However, when

incidents arise in either agency's jurisdiction, the responding agency, within its capabilities, will assist the requesting agency in traffic direction and control.

- E. Offenses occurring over which the correspondent has no jurisdiction, the case will be handled by the U.S. Fish and Wildlife Service or other appropriate federal law enforcement agencies. Otherwise, when requested, each parties law enforcement agency, within its capabilities shall assist the other. Request for assistance shall be made in a manner herein before provided.
- F. For violations occurring within the refuge where the correspondent has jurisdiction, the following actions will take place:
 - 1. The first law enforcement agency on the scene will secure the incident scene and if assistance is needed, immediately notify the other agency hereto.
 - 2. If the offense committed is a petty offense or misdemeanor, the witnessing agency will handle the incident prosecution. If the two agencies agree at the scene that the U.S. Fish and Wildlife Service should prosecute, the witnessing agent will be required to present court testimony at the time of trial; or if the two agencies agree at scene that the correspondent should prosecute, the witnessing refuge officer will be required to present court testimony at the time of trial.
 - 3. If the crime committed is a felony, the U.S. Fish and Wildlife Service or other federal agency will exercise its right to primary jurisdiction and the resulting prosecution will take place within the federal system.
- G. If the correspondent prosecutes under State statute, the case will be filed in State court.

- H. The correspondent will normally have the responsibility for investigating motor vehicle accidents occurring on the refuge. If a refuge officer is the first law enforcement officer on the scene of a motor vehicle accident on the refuge, the officer will immediately request assistance from the correspondent and control the scene until assistance arrives to take over the investigation.
- I. Upon request of the law enforcement officer, the correspondent will, if a trained officer is available to do so, administer intoximeter test for sobriety, at the scene or the place decided upon by the involved officers. The correspondent will provide jail facilities for persons arrested within the refuge boundaries by refuge law enforcement officers.
- J. Executed warrants by either agency will be the responsibility of the initiating agency to arrange for all administrative actions required.
- K. Correspondent will provide all "normal" dispatch duties for the National Wildlife Refuge on the State wide low band MHz.
- L. National Wildlife Refuge will provide each of its officers with the above mentioned MHz, State wide low band frequency.
- M. Training such as, but not limited to, firearms requalification may be provided to the Correspondent by the Service or to the Service by the Correspondent. This training may be provided as long as there is a certified and approved instructor in charge. This training will also depend upon the availability of that instructor. The Refuge Manager and Sheriff must have advance notice of this training and be in agreement with the training. Formal records of this training will be maintained by the certified trainer and copies

provided for the participating
agency.

Article III. TERM OF AGREEMENT

This agreement will remain in effect for (5) five years unless either party gives to the other (60) sixty day written notice prior to withdrawal.

Renegotiation or revision may take place (15) fifteen days after requester makes the request for revisions. Revisions or a satisfactory resolution must be completed within (75) seventy-five days of the initial request or this agreement shall be void.

Article IV. KEY OFFICIALS

The Refuge Manager and representatives agree to abide by this agreement. The County Sheriff's Department of and representatives also agree to abide by the terms of this agreement.

Article V. PROPERTY MANAGEMENT AND DISPOSITION

No direct funding is required by this agreement and no property, real or personnel shall be acquired, managed or disposed of hereto. The law enforcement agency or each party will maintain its own personnel and equipment, and each will be responsible for all cost for emergency or routine assistance if it occurs as a result of an incident.

Article VI. REQUIRED CLAUSES

Each party will be responsible for damages or loss resulting from the actions of its own personnel, when rendering emergency or routine assistance. Each party will be responsible for all legal actions arising from the improper or alleged improper conduct of its own personnel, and each shall save harmless and indemnify the other from all liability therefore, including legal fees and expenses.

During any approved training such as, but not limited to, firearms requalification, each party will be responsible for their own personnel. Each shall save harmless and

indemnify the other from all liability therefore, including any medical, legal, or other expenses that might occur during any training that is provided by the other agency.

During the performance of this agreement, the participants agree to abide by the terms of the Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex or national origin.

No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

Notwithstanding any provision herein, nothing shall commit the Service to incurring monetary obligations for the purposes of this agreement, except to the extent that funds are provided in Congressional Appropriation Acts. The provisions contained hereof constitute the entire agreement between the parties hereto.

In witness whereof, the parties have caused the reciprocal police aid and assistance agreement, to be executed the day and year first above written.

National Wildlife Refuge
U.S. Fish and Wildlife Service
Department of Interior

Refuge Manager

County Sheriff's Department

Sheriff