

# - MEMORANDUM OF UNDERSTANDING-

BETWEEN

## SEQUOIA AND KINGS CANYON NATIONAL PARKS

AND

## COUNTY OF TULARE

TULARE COUNTY, CALIFORNIA

This Memorandum of Understanding entered into between Sequoia and King Canyon National Parks, National Park Service, United States Department of Interior (hereafter "Service"), by and through the park Superintendent and her duly authorized representatives, (hereafter "Superintendent") and County of Tulare, California (hereinafter "County").

### BACKGROUND AND OBJECTIVES

*WHEREAS, the Service is mandated under 16 U.S.C. 1a-6 to maintain law and order and protect persons and property within the areas of the National Park System; and,*

*WHEREAS, the Service through the exclusive provisions of the Special Maritime and Territorial Jurisdiction of the United States has responsibility for protection and management of lands in the National Park System, and for enforcement of both Federal and Assimilated State laws, rules and regulations, within such system; and*

*WHEREAS, Title 16 U.S.C. section 1(b)(1) provides that the Service may render emergency cooperative assistance to nearby law enforcement agencies outside Sequoia and Kings Canyon National Parks; and,*

*WHEREAS, the County has responsibility for protection and management of lands in Tulare County and for enforcement of State and County laws and ordinances within the County; and,*

*WHEREAS, both parties desire to cooperate in law enforcement and agree that such cooperation will result in a reduction of response time, cost to the public, and will promote the general welfare, public safety, and enjoyment of the area by establishing a consistent and uniform application of law enforcement; and,*

*WHEREAS, the County and the Service believe it is in their mutual interest and benefit, as well as the residents of Tulare County and the general public to cooperate;*

*Now, THEREFORE, the parties hereto agree as follows:*

**A. Authority**

The County hereby agrees, pursuant to Penal Code § 830.8(b), to Park Service Law Enforcement Personnel acting as Peace Officers.

**B. Areas of Cooperation**

1. Park Service Law Enforcement Personnel will exercise its authority primarily on federal lands within the authorized boundary of the Park Service – here, Sequoia and Kings Canyon National Parks.
2. Park Service Law Enforcement Personnel will take immediate action on those lands outside Sequoia and Kings Canyon National Parks subject to Tulare County jurisdiction – when necessary pending the arrival of the Sheriff – in the occurrence of the following types of incidents:
  - a. Emergency responses to life threatening incidents, serious injury/fatality accidents/incident scenes, crime scenes involving the preservation and protection of human life, officer in trouble, threats to health or safety of the public;
  - b. Emergency or law enforcement incidents directly affecting public safety or resource protection;
  - c. Probable cause felonies and felonies committed in the presence and observed by commissioned employees;
  - d. Misdemeanors committed in the presence of commissioned employees that present an immediate threat to the health and safety of the public.
3. The Sheriff will take immediate action on those lands within Sequoia and Kings Canyon National Parks subject to federal jurisdiction when necessary to:
  - a. Protect and preserve human life
  - b. Assist an officer in trouble
  - c. Assist as backup in law enforcement situations
  - d. Assist at emergency or accident scenes
  - e. Assist in crime scene investigation
4. Both parties will respond to mutual aid requests from the other for incidents that are above and beyond the ordinary performance of duty functions of either enforcement agency as follows:
  - a. Park Service exercise of its emergency response authority outside the authorized boundary of Sequoia and Kings Canyon National Parks and

within Tulare County land will be pursuant to emergency requests by the Sheriff for a first responder, for which Park Service will take necessary actions to stabilize the scene pending the arrival of the Sheriff or pursuant to the provisions of 2b above.

- b. Sheriff will take action within the authorized boundary of Sequoia and Kings Canyon National Parks when designated as a Deputy Park Ranger (see 16 U.S.C. 1a-6(c)(1) "Special Policemen") and pursuant to a request for assistance or pursuant to the provisions of 3b above.
- c. In all cases in which assistance is requested, it is the purpose of this Agreement that the first officers on scene or engaged in fresh pursuit shall have either their own basic law enforcement powers when in the jurisdiction of the other agency or – as necessary – have the law enforcement powers of the agency having primary jurisdiction. The on-scene commanding officer shall be in command of all deputies/rangers present. An officer of the agency having primary jurisdiction shall assume on-scene command. If the assisting agency is first to arrive, an officer of the assisting agency shall assume on-scene command until the agency of primary jurisdiction arrives. The on-scene commanding officer shall exercise command of officers of the assisting agency through the highest-ranking officer on scene from the assisting agency.

#### **C. Other Responsibilities**

1. Park Service Law Enforcement Personnel will wear only official National Park Service Ranger uniforms or – if required – plain clothes.
2. Park Service Law Enforcement Personnel will not receive monetary compensation from any agency other than the Park Service; reimbursements will be made to the Park Service.
3. Arrests made by Park Service Law Enforcement Personnel will be processed in accordance with the agency under whose authority the arrest was made.
4. The Sheriff agrees to identify appropriate topics for training and provide recommendations for such to the Superintendent of the Park Service.
5. Reports prepared by the Sheriff or Park Service Law Enforcement Personnel concerning incidents that occurred in the other agency's jurisdiction shall be made available to the other agency upon request in accordance with applicable laws.
6. Following a significant crime or similar occurrence, the technical expertise of either the Sheriff or Park Service may be made available to the other agency upon request.
7. In situations in which Sheriff and Park Service Law Enforcement Personnel join in efforts to investigate and eradicate marijuana production along common boundaries and drug-trafficking corridors, each agency gives law enforcement authority to officers of the other agency: The Sheriff hereby grants "peace officer" enforcement authority to those Park Service Law Enforcement Personnel working drug interdiction

efforts to enforce state laws within (Tulare/Fresno) County jurisdiction. The Park Service hereby grants, in accord with the terms set forth in Attachment A, "special policeman" enforcement authority to those Sheriff Deputies working drug interdiction efforts to enforce Federal laws and assimilated State laws along common boundaries and drug trafficking corridors within Sequoia and Kings Canyon National Parks jurisdictions.

8. In situations in which the Sheriff and Park Service Law Enforcement Personnel are conducting drug enforcement activities in each other's jurisdictions, they will contact the respective agency and make notification of the activity. If necessary, the respective agency will send a law enforcement officer to assist with the process.

#### **D. Liability**

1. The Parties to this agreement accept responsibility for all actions of their respective employees in the event of any legal action.
2. The Park Service agrees that any actions arising against Park Service Law Enforcement Officers while performing duties as outlined in this agreement is the responsibility of the United States Government.
3. The Sheriff agrees that any actions arising against the Sheriff's law enforcement officers while performing their duties will be the responsibility of the County of Tulare.
4. Each party agrees to notify the other once they become aware that a potential legal action may arise from the performance of duties related to this agreement. Each party agrees to cooperate with the other during any civil proceedings.

#### **E. Term/Termination**

This Memorandum of Understanding will remain in effect for an unspecified period unless terminated by either party. Any party to this Memorandum of Understanding may cancel their participation by sixty days written notice to the other party. Modification of any provision of this Memorandum of Understanding will be by mutual consent.

#### **F. Miscellaneous Clauses**

1. Invalidity: if any provisions of this Agreement or its application to any person or any circumstance shall be determined to be invalid and unenforceable, the other provisions of the Agreement shall not be affected by such invalidity or unenforceability.
2. The parties shall abide by the provisions of Executive Order 11246, as amended, shall be in compliance with the requirement of Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §200D *et seq.* (1994 & Supp. 1 1995)); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394, 29 U.S.C. §794 (1994), as amended), the Age Discrimination Act of 1975 as amended (89 Stat. 728; 42 U.S.C. §6101, et seq. (1994)) and with all other Federal laws and regulation prohibiting discrimination on grounds of race, color, national origin, disability, religion, or sex, in employment and in providing of facilities and services to the public.

**G. Key Officials and Notice**

For purposes of the administration- of this Memorandum of Understanding the following are designated as key officials:



1. The Sheriff, Tulare County or his duly authorized representative will serve as liaison with the Park Service in day-to-day operations under this Memorandum of Understanding.
2. The Chief Ranger of Sequoia and King Canyon National Parks is hereby designated to serve as liaison with the Tulare County Sheriff in day-to-day operations under this Memorandum of Understanding.

**H. Notice**

Any Memorandum of Understanding related notice shall be deemed sufficiently given or delivered, if in writing, and sent by registered or certified mail, return receipt requested, first class, postage prepaid, addressed to the Superintendent Sequoia and King Canyon National Parks or such other address as the Superintendent or may designate by notice to the Sheriff. Any notice shall be deemed sufficiently given or delivered if in writing and sent by registered or certified mail, return receipt requested, first class, postage prepaid, addressed to Sheriff, County of Tulare, or such other person and/or address as the Sheriff may designate by notice to the Superintendent.

The effective date of the Memorandum of Understanding is that of the last signature below.

In WITNESS HEREOF, the parties hereto have signed their names and executed this Memorandum of Understanding:

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|---|---|---------------|
|  | <b>TULARE COUNTY SHERIFF'S OFFICE:</b><br><br><i>Bill Wittman</i><br>_____<br>Bill Wittman, <i>Sheriff</i>            | _____<br>Date |
|   | <b>UNDER THE AUTHORITY OF<br/>TULARE COUNTY BOARD OF SUPERVISORS:</b><br><br>_____<br>Steve Worthley, <i>Chairman</i> | _____<br>Date |
|  | <b>SEQUOIA AND KINGS CANYON NATIONAL PARKS:</b><br><br>_____<br>Karen F. Taylor-Goodrich, <i>Superintendent</i>       | _____<br>Date |