

FS Agreement No. 10-MU-11081308-013
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
WISE COUNTY SHERIFF'S DEPARTMENT
And The
U.S. FOREST SERVICE
THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
SOUTHERN REGION,
LAW ENFORCEMENT AND INVESTIGATIONS (LE&I)

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the WISE COUNTY SHERIFF'S DEPARTMENT, hereinafter referred to as Sheriff's Department, and the U.S. Forest Service, SOUTHERN REGION, LAW ENFORCEMENT AND INVESTIGATIONS (LE&I), hereinafter referred to as the U.S. Forest Service.

Title: WISE COUNTY SHERIFF'S DEPARTMENT LAW ENFORCEMENT MOU

I. PURPOSE: The purpose of this MOU is to establish a general framework for cooperation between the Wise County Sheriff's Department and the U.S. Forest Service. The Sheriff's Department and the U.S. Forest Service propose to work together to further the mutual law enforcement interests of the aforementioned agencies. Both the Wise County Sheriff and the Southern Region Special Agent in Charge have determined that where a specific need for law enforcement assistance and investigative support has been identified or where initial law enforcement action for a violation in progress exists, it shall be beneficial, economical, advantageous and in the best interests of the public to cross designate or deputize USDA Forest Service Law Enforcement Officers for the purpose of enforcing the laws under the jurisdiction of the Sheriff's Department in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Both the Wise County Sheriff and the Southern Region Special Agent in Charge have determined that cross-designation or deputation of Law Enforcement Officers of the U.S. Forest Service will increase protection of the public and property and is beneficial, economical and advantageous to the public interest.

Both the Wise County Sheriff and the Southern Region Special Agent in Charge have determined that conference of the Sheriff's Department law enforcement authorities and USDA Forest Service Law Enforcement Officers is for the mutual benefit of both agencies and that the Sheriff's Department may serve in the same capacity as the U.S.



Forest Service Law Enforcement Officers as circumstances warrant. In all instances of cross-designation or deputation, the procedures set forth in this MOU shall apply to the conference of law enforcement authority from the Requesting Agency to the Responding Agency. Execution of this MOU by the Sheriff's Department shall be the agreement which confers the specific cross-designation or deputation of state or county authority to the U.S. Forest Service, unless provided for by a different method, pursuant to State law.

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

III. THE SHERIFF'S DEPARTMENT SHALL:

- A. Confer full law enforcement authority upon the U. S. Forest Service Law Enforcement Officers to perform unplanned initial law enforcement actions within the Sheriff's Department jurisdiction.
- B. Provide any required training over and above Peace Officers Standards and Training (POST) or FLETC certification to the U.S. Forest Service Law Enforcement Officers.
- C. Enter into specific agreements with the U.S. Forest Service to accomplish mutually agreed upon planned work projects supplemental to this MOU.
- D. 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: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Report all law enforcement actions taken pursuant to this MOU in a timely manner, follow the correct procedures and submit the required documentation on the correct form(s) to the Sheriff's Department.
- B. Enter into specific agreements with the Wise County Sheriff's Department to accomplish mutually agreed upon planned work projects supplemental to this MOU.

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

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.



Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: David Walker, Sheriff Address: 200 Rook Ramsey DR. City, State, Zip: Decatur, TX 76234 Telephone: 940-627-5971 FAX: 940-627-1333 Email: whiteheadd@sheriff.co.wise.tx.us	Name: Doug Whitehead, Chief Deputy Address: 200 Rook Ramsey DR. City, State, Zip: Decatur, TX 76234 Telephone: : 940-627-5971 FAX: 940-627-1333 Email: whiteheadd@sheriff.co.wise.tx.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Contact	U.S. Forest Service Administrative Contact
Name: Chris Crain, Captain Address: 415 S. 1 ST Ste. 110 City, State, Zip: Lufkin, TX 75901 Telephone: 936-639-8530 FAX: 936-639-8550 Email: ccrain@fs.fed.us	Name: Zaida Fernandez Address: 1720 Peachtree RD. NW City, State, Zip: Atlanta, GA 30309 Telephone: 404-347-2748 FAX: 404-347-1849 Email: zfernandez@fs.fed.us

- B. **NON-LIABILITY.** The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this MOU.
- C. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Cooperator is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Cooperator, at the Cooperator’s address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. **ENDORSEMENT.** Any Cooperator contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator's products or activities.



- F. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purposes(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the parties require execution of separate agreements and are contingent upon the availability of appropriated funds. These activities must be independently authorized by statute. This MOU does not provide that authority. Negotiation, execution, and administration of these agreements must comply with all applicable law. Each party operates under its own laws, regulations, and policies, subject to the availability of appropriated funds. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.
- G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Cooperator to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications prior to use of the insignia.
- H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this MOU, or benefits that may arise therefrom, either directly or indirectly.
- I. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- J. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- K. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- L. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed

