

MEMORANDUM OF UNDERSTANDING

between the

DEPARTMENT OF INTERIOR

NATIONAL PARK SERVICE

OLYMPIC NATIONAL PARK

and the

CLALLAM COUNTY SHERIFF'S OFFICE

This Memorandum of Understanding is entered by and between the United States Department of Interior, National Park Service ("the NPS"), acting through the Superintendent of Olympic National Park, and Clallam County, acting through its Sheriff and Board of County Commissioners.

ARTICLE I – BACKGROUND AND OBJECTIVES

It is the mutual desire of the Clallam County Sheriff and the National Park Service to work in harmony for the common purpose of better protecting life and property of the public they serve by cooperating in the use of trained personnel and equipment where unforeseen threats to human life and property within their respective jurisdictions arise.

The Sheriff's Office is desirous of having certain officers deputized by the National Park Service and the National Park Service is desirous of having certain rangers deputized by the Sheriff's Office.

The National Park Service has exclusive law enforcement authority over land within the boundaries of Olympic National Park over which jurisdiction has been ceded by the State of Washington, pursuant to RCW 37.08.210.

The Sheriff's Office and the NPS conclude that cooperation in the exercise of law enforcement capabilities across boundaries will better protect public safety and promote general welfare.

ARTICLE II – AUTHORITY

The National Park Service has, under the provision of Federal Statute of August 25, 1916, as amended, the General Authorities Act of October 7, 1976, 16 USC § 1a-6(c) the authority to enter into an agreement between Olympic National Park and the Clallam County Sheriff's Office within the boundaries of Olympic National Park to cooperate in the enforcement of state and local laws and ordinances. The NPS also has the authority under 16 USC § 1b(1) to render emergency assistance to nearby law enforcement agencies.

The National Park Service, pursuant to 36 CFR § 1.2(a)(2) and (5), may enter into agreements with non-Federal land owners within the boundaries of the National Park for the enforcement of regulations on those lands. The Sheriff has full law enforcement authority over those lands within Clallam County and within the boundaries of Olympic National Park that were retained by the State pursuant to RCW 37.08.210, and the Sheriff

deems it desirable that the NPS enforce Title 36 CFR regulations on these lands for the duration of this agreement.

The Sheriff of the Clallam County Sheriff's Office, has, under the authority of RCW Chapter 36.28, the power to appoint deputies to act in his behalf to assist him in the accomplishment of his duties as defined by RCW Chapter 36.28.

Additionally, 16 U.S.C. § 1a-6(c) authorizes the Secretary of the Interior to designate officers and employees of any other Federal agency or law enforcement personnel or any State of political subdivision to act as special policemen in areas of the National Park System when supplemental law enforcement personnel may be needed and to cooperate with any State or political subdivision thereof in the enforcement or supervision of the laws or ordinances of that State or subdivision.

ARTICLE II – STATEMENT OF WORK

A. The NPS will:

1. In the event of a need for emergency assistance, and upon request of the Sheriff's Office, the NPS will make a good faith effort to provide available law enforcement personnel, search and rescue personnel, NPS qualified emergency medical technicians, and/or other necessary personnel and equipment to cooperate with the Sheriff's Office in response to the emergency.
2. Hereby authorize the Sheriff's Office to monitor and transmit on the NPS' assigned frequency for the purpose of assisting field personnel in emergency or non-emergency situations.
3. Under the authority of RCW 37.08.210, in which the State of Washington reserves the right to serve civil and criminal processes in Olympic National Park, the authority of 16 USC §1a-6 (c)(2), in which the NPS is authorized to cooperate with the State of Washington in the supervision of laws and ordinances of the State of Washington, will cooperate with the Sheriff's Office by arresting persons wanted on Washington State arrest warrants when such persons are located in the National Park.
4. Under the authority of 16 USC §1a-6(c)(1), deputize certain members of the Sheriff's Office with the authority to make arrests for violations of federal law within the exterior boundaries of Olympic National Park under the following conditions.
 - a. To make arrests for any felony cognizable under the laws of the United States or for any state felony cognizable under the authority of Title 18, USC, Sections 7 and 18, if the deputy has probable cause to believe that the person to be arrested has committed or is committing such felony.

Whenever this authority is exercised, the Sheriff's Office shall notify the NPS as soon as possible.

B. The Sheriff's Office will:

1. In the event of a need for emergency assistance, and upon request of the NPS, the Sheriff's Office will make a good faith effort to provide available law enforcement personnel, search and rescue personnel, qualified emergency medical technicians, qualified SCUBA divers, and/or other necessary personnel and equipment to cooperate with the NPS in response to the emergency.
2. Hereby authorize the NPS to monitor and transmit on the Sheriff Office assigned radio frequency for the purpose of assisting field personnel in emergency or non-emergency situations.
3. Cooperate with the NPS by arresting persons wanted on Service warrants when such persons are located in the Sheriff Office jurisdiction.
4. Make a warrantless arrest for any felony cognizable under the laws of the State of Washington if the deputy has probable cause to believe that the person to be arrested has committed or is committing such felony. Whenever this authority is exercised, the NPS shall notify the Sheriff's Office as soon as possible.
5. Commission Park Service Rangers to enable them to assist deputies in arresting persons in county jurisdiction. The Sheriff of Clallam County reserves discretion in the commissioning of Park Service Personnel

C. The NPS and the Sheriff's Office mutually agree:

1. To assume the cost of salaries, food, gasoline, and other incidental expenses of its own personnel and equipment in emergency situations.
2. That during emergency situations, each agency shall be responsible for the direction of its employees. However, the officer in charge of the agency shall cooperate fully with the officer directing the emergency operation.

ARTICLE III – TERM OF AGREEMENT

This Memorandum of Understanding will remain in effect until cancelled by either party. Any party to this Memorandum of Understanding may cancel their participation by sixty (60) days written notice to the other party. Modification of any provision of this Memorandum will be by mutual consent.

ARTICLE IV – KEY OFFICIALS

- A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

1. For the Clallam County Sheriff's Office

Sheriff Bill Benedict
Clallam County Sheriff's office
223 East 4th Street
Port Angeles, Washington 98362
Telephone: (360)417-2000
Email: sheriff@co.clallam.wa.us

2. For the NPS:

- a. Chief Ranger Colin Smith
Olympic National Park
600 East Park Avenue
Port Angeles, Washington 98362
Telephone: (360)565-3110
Email: colin_smith@nps.gov
- b. Superintendent M. Sarah Creachbaum
Olympic National Park
600 East Park Avenue
Port Angeles, Washington 98362
Telephone: (360) 565-3002
Email: sarah_creachbaum@nps.gov

B. Communications - The Sheriff's Office will address any communication regarding this Agreement to the Chief Ranger of Olympic National Park with a copy to the Superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the Chief Ranger.

C. Changes in Key Officials - Neither the NPS or the Sheriff's Office may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE V – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with sixty (60) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE VI – STANDARD CLAUSES

A. Civil Rights

During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior - Civil Rights Assurance Certification, 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, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Officials Not to Benefit

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.

C. Public Information Release

1. Public Information

- a. The Sheriff's Office shall not publicize, or otherwise circulate, promotional material (such as advertisement, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau or Government employee endorsement of a product, service, or position which the Sheriff's Office represents. Olympic National Park shall not publicize, or otherwise circulate, promotional material (such as advertisement, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies the Sheriff's Office employees endorsement of a product, service, or position which the NPS represents. No release or information relating to this agreement may state or imply that the Government approves of the Sheriff's Office's work product, or considers the Sheriff's Office's work product to be superior to other products or services.
- b. The Sheriff's Office will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”

- c. The Sheriff's Office will obtain prior NPS approval from the regional public affairs office for any public information release that refers to the Department of Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the Chief Ranger who will forward such materials to the public affairs office, along with the request for approval.
- d. The Sheriff's Office agrees to include the above provisions of this Article in any sub-agreement to any sub-recipient, except for a sub-agreement to a state or local government or a federally recognized Native American tribal government.

2. Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

3. Public Records

The parties to this Memorandum of Understanding recognize and acknowledge that the Sheriff is an agency of the local government and Municipal Corporation known as Clallam County, Washington. As a local government, the County is a 'creature' of the State of Washington and as such is subject to the Public Records Act, codified at RCW 42.56 et seq., which requires non-exempt records and information contained therein to be made available for inspection or copy upon request.

The Sheriff agrees that when a Public Records request is made for a public record or records that refer to the NPS or its employees by name or title, then the Sheriff shall inform the NPS of the request and shall inform the requesting person or firm that the NPS will be informed of the request for public records. While generally documents in the possession of the Sheriff relating to the NPS must be released in accordance with RCW 42.56 et seq., neither party to this agreement waives its ability pursuant to RCW 42.56.540 to seek a judicial determination that a public record or category of public records is not subject to disclosure.

ARTICLE VII – AUTHORIZING SIGNATURES

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

FOR THE NATIONAL PARK SERVICE



M. Sarah Creachbaum, Superintendent

3-1-2014
Date

FOR THE CLALLAM COUNTY SHERIFF'S OFFICE



Bill Benedict, Sheriff

3-7-2014
Date

FOR THE CLALLAM COUNTY BOARD OF COMMISSIONERS

BOARD OF CLALLAM COUNTY COMMISSIONERS



Michael C. Chapman, Chairman

18 March 2014
Date



Jim McEntire

18 March 2014
Date



Howard V. Doherty, Jr.

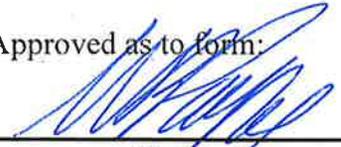
18 March 2014
Date

ATTEST:



TRISH HOLDEN, CMC, Clerk of the Board

Approved as to form:



William B. Payne, Prosecuting Attorney