

FS Agreement No. 16-MU-11081300-011
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
WISE COUNTY SHERIFF'S OFFICE
And The
USDA, FOREST SERVICE
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 Office, hereinafter referred to as "Sheriff's Office," and the USDA, Forest Service, Southern Region, Law Enforcement and Investigations (LE&I), hereinafter referred to as the "U.S. Forest Service."

Title: Wise County Sheriff's Office Law Enforcement Cross Designation MOU

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to establish a general framework for cooperation between the Sheriff's Office and the U.S. Forest Service. The Sheriff's Office 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 Office 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 Office law enforcement authorities and USDA Forest Service Law Enforcement Officers is for the mutual benefit of both agencies and that the Sheriff's Office 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 Office 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 OFFICE 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 Office jurisdiction.
- B. Provide any required training over and above Peace Officer Standards and Training (POST) or FLETC certification to the U.S. Forest Service Law Enforcement Officers.
- C. Enter into specific agreements with U.S. Forest Service to accomplish mutually agreed upon planned work projects supplemental to this MOU.

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 Office.
- B. Enter into specific agreements with the Sheriff's Office 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. The Parties agree to accept full separate responsibility for the acts, negligence and/or omissions of their employees and/or agents. However, this Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the U.S. Forest Service nor Wise County waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.



B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Lane Akin, Sheriff Address: 200 Rook Ramsey Dr. City, State, Zip: Decatur, TX 76234 Telephone: 940-627-5971 FAX: 940-627-1333 Email: mosleyl@sheriff.co.wise.tx.us	Name: Kevin Benton, Chief Deputy Address: 200 Rook Ramsey Dr. City, State, Zip: Decatur, TX 76234 Telephone: 940-627-5971 FAX: 940-627-1333 Email: mosleyl@sheriff.co.wise.tx.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Chris Crain, Captain Address: 2221 N. Raguet Street City, State, Zip: Lufkin, TX 75904 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

C. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Sheriff's Office 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 Sheriff's Office, at Sheriff's Office'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 Sheriff's Office from participating in similar activities with other public or private agencies, organizations, and individuals.

E. **ENDORSEMENT.** Any of Sheriff's Office's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Sheriff's Office's products or activities.



- F. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable laws

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 (Washington Office) prior to use of the insignia.
- H. **MEMBERS OF U.S. CONGRESS.** Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, 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. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment



supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- K. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Sheriff's Office shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- L. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Sheriff's Office shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

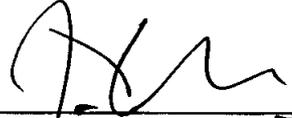
If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

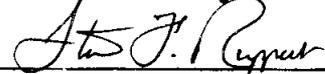
"This institution is an equal opportunity provider."

- M. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- N. DEBARMENT AND SUSPENSION. The Sheriff's Office 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 Sheriff's Office or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

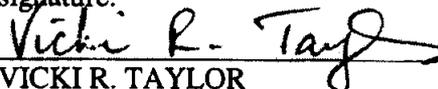


- O. **MODIFICATIONS.** Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- P. **COMMENCEMENT/EXPIRATION DATE.** This MOU is executed as of the date of the last signature and is effective for five years at which time it will expire.
- Q. **AUTHORIZED REPRESENTATIVES.** 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.


 _____ 6/27/16
 Date
 LANCASTER, SHERIFF J.D. Clark (CA)
 Wise County Sheriff's Office
 WJC (CA)


 _____ 7/12/2016
 Date
 STEVE RUPPERT, Special Agent in Charge
 U.S. Forest Service, Law Enforcement and
 Investigations, Southern Region

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


 _____ 06/22/2016
 Date
 VICKI R. TAYLOR
 U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.