RESOLUTION - ACTION REQUESTED 2017-10

MEETING: January 10, 2017

TO: The Board of Supervisors

FROM: Doug Binnewies, Sheriff-Coroner-Public Administrator

RE: Law Enforcement Agreement Between Mariposa County and Yosemite National Park

RECOMMENDATION AND JUSTIFICATION:
Approve a Five-Year Law Enforcement Agreement between Mariposa County and the United States National Park Service Yosemite National Park; and authorize the Board of Supervisors Chair to sign the Agreement.

The Mariposa County Sheriff’s Office and the United States National Park Service have assisted each other in carrying out law enforcement activities and other emergency operations on properties that are normally the concern of the other, as resources and circumstances allow. This type of Agreement enhances law enforcement services by establishing the ability to pool professional law enforcement resources and to receive mutual assistance in carrying out law enforcement activities and other emergency operations.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Previous law enforcement agreements with Yosemite National Park (YNP) have been in force for several years. The Board of Supervisors has supported previous agreements between the Sheriff and YNP and both are currently benefiting from this Law Enforcement Agreement which is due to expire on May 31, 2017.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Agreement is not approved, the inability to pool professional resources and enjoy mutual assistance would be noted.

FINANCIAL IMPACT:
There is no financial impact.

ATTACHMENTS:
General Agreement Between Mariposa County and the United States National Park Service (PDF)
Appendix A to the General Agreement (PDF)

CAO RECOMMENDATION
Requested Action Recommended
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Menetrey, Smallcombe, Jones, Long, Cann
GENERAL AGREEMENT
BETWEEN
UNITED STATES NATIONAL PARK SERVICE
Yosemite National Park

AND

MARIPOSA COUNTY

ARTICLE I – BACKGROUND AND OBJECTIVES

WHEREAS, pursuant to 54 USC 102701(a), the United States National Park Service (NPS), has the responsibility to “... maintain law and order and protect persons and property within areas of the National Park System,” including, but not limited to, all of the area within Yosemite National Park (Park) and the El Portal Administrative Site (El Portal); and

WHEREAS, pursuant to 54 USC 102711, the NPS may render emergency, rescue, firefighting, and other cooperative assistance to other agencies outside the boundaries of units of the National Park Service System; and

WHEREAS, the County of Mariposa, State of California, herein referred to as the COUNTY, has the authority, jurisdiction and responsibility to detect, investigate and apprehend persons violating State law and to provide law enforcement and emergency services for Mariposa County; and

WHEREAS, criminal activity on a regional, statewide and national level affects the quality of life within the Park and within El Portal; and

WHEREAS, the NPS Park Rangers and Special Agents are sometimes called to investigate criminal violations that originate within the Park or El Portal but may lead to suspects, evidence and investigative leads outside the boundary of the Park or El Portal; and

WHEREAS, the County’s officers are sometimes called to investigate criminal violations that originate inside Mariposa County but may lead to suspects, evidence and investigative leads within the Park or El Portal; and
WHEREAS, both the NPS and the COUNTY have the personnel, equipment and skills suited to the task of managing law enforcement incidents and providing emergency services in their respective areas; and

WHEREAS, by pooling the resources of the NPS and the COUNTY in mutual assistance, the combined strengths and efforts of these two agencies will provide more extensive and effective law enforcement, emergency services, search and rescue efforts, and a safer working environment for officers of both agencies in such a manner that will best effect the needs of outlying communities considering their geography, economies and population; and

WHEREAS, as a means of expediting and enhancing these efforts, Level 1 Commissioned NPS Park Rangers designated by the Chief Ranger at the Park, and as authorized by the Mariposa County Sheriff, may be designated County Deputy Sheriffs, and Mariposa County Deputy Sheriffs as designated by the County Sheriff, and as authorized by the Chief Ranger at the Park, may act as Special Policemen within the Park.

ARTICLE II – STATEMENT OF WORK

The NPS and the COUNTY agree as follows:

1. To ensure that each of the entities referred to above may enjoy the most effective and efficient law enforcement efforts, investigations and police protection, as well as effective and efficient search and rescue operations, public assistance and other emergency assistance, the NPS and the COUNTY agree to assist each other in carrying out law enforcement activities and other emergency operations on properties that are normally the concern of the other, as resources and circumstances allow.

2. The COUNTY agrees that in the event that law enforcement or emergency assistance is needed by the COUNTY, any request for such mutual assistance will be placed with the Chief Ranger or his/her representative.

3. The NPS agrees that in the event that law enforcement or emergency assistance is needed by the NPS, any request for such mutual assistance will be placed with the Sheriff of the COUNTY or his/her representative.

4. Criminal investigations within the Park shall be conducted by NPS Rangers or Special Agents. Criminal investigations of violations of NPS statutes or regulations or other applicable federal law within El Portal shall be conducted by NPS Rangers or Special Agents or other appropriate federal agencies. Criminal investigations of violations of
state, county or other local law or regulations that occur outside of the Park or El Portal in California will be conducted by the COUNTY or the appropriate State or local agency. The NPS or the COUNTY may request mutual assistance on criminal investigations that have a relationship with both jurisdictions or have events that occurred in both jurisdictions.

5. Mutual assistance provided by and to each agency may include, but not be limited to, conducting interviews, surveillance, records checks, vehicle searches, K-9 use, sharing of informants and sensitive intelligence and case information, assistance with arrests and warrant service, to include cooperative tactical arrest and/or search warrant service operations.

6. Law enforcement or emergency incidents outside of the Park or El Portal and within the County will be directed by the Mariposa County Sheriff or his/her representative.

7. Law enforcement or emergency incidents with the Park will be directed by the Chief Ranger of the Park or his/her representative. Law enforcement or emergency incidents with El Portal will be directed by the Chief Ranger of the Park or his/her representative, unless mutually agreed otherwise by the Sheriff and the Chief Ranger of the Park.

8. The NPS and the COUNTY agree not to comment to the media on incidents that occur in the other’s jurisdiction. All media inquiries will be directed to the respective agency’s information officer.

9. The NPS and the COUNTY each agree to permit personnel from each agency’s law enforcement and emergency services to attend the other agency’s training sessions and to use the other agency’s training facilities on a space available basis and without cost to the respective agency.

10. The NPS and the COUNTY each agree that members or employees of the assisting agency shall at no time be considered employees of the assisted agency, except as provided by specific federal or state laws (such as 54 USC 102701).

11. The NPS and the COUNTY each agree that during incidents which begin in one agency’s jurisdiction and/or extend into or end within the other’s jurisdiction, an incident command structure may be established using the incident command system with a deputy incident commander from the cooperating agency and that the role of the incident commander may be relinquished to the deputy as jurisdictional boundaries are crossed.
ARTICLE III – TERM OF AGREEMENT

This General Agreement shall be effective when signed by the involved parties and shall not exceed five (5) years, at which time it shall be reviewed, modified or terminated.

ARTICLE IV – KEY OFFICIALS

1. Superintendent, Yosemite National Park

2. Chief Ranger, Yosemite National Park

3. Sheriff, Mariposa County, California.

ARTICLE V – PROPERTY UTILIZATION

In rendering mutual assistance, each party shall be responsible for providing its own equipment, material and supplies, except in emergency cases where it is mutually agreed that the sharing or use of the equipment loaned or furnished by the other party is necessary or proper.

ARTICLE VI – REPORTS

Nothing in this section shall purport to waive, limit or remove confidentiality imposed or allowed by law in regard to any such reports or the contents of the reports.

ARTICLE VII – ORGANIZATION

No separate legal entity shall be created by this Agreement. For the purposes of NPS Reference Manual 9, Chapter 24, Sections 2.1 and 2.2, this Agreement is intended to conform to these policies and facilitate mutual assistance only, and shall not be considered a NPS/Multi-jurisdictional investigative task force.

ARTICLE VIII – FINANCE AND BUDGET

No special or separate financial arrangements are created by this Agreement. Each entity represented shall provide for its own financing and budget to cover the anticipated requirements of this Agreement unless agreed to prior to a specific incident.

ARTICLE IX – LIABILITY

All applicable immunities enjoyed by the NPS and the COUNTY shall apply to their participation in rendering assistance under this Agreement. To the extent required by the Federal Tort Claims Act, the United States will be liable for the acts of its employees acting within the course
and scope of their employment. To the extent required by California law, the COUNTY will be liable for the acts of its employees acting within the course and scope of their employment.

ARTICLE X – ASSET FORFEITURE

The Chief Ranger at the Park or his/her designee and the COUNTY shall work toward establishing a fair and equitable agreement in individual case forfeitures. The NPS and the COUNTY will comply as provided by applicable federal and state laws for the equitable sharing of federally forfeited property for state and local law enforcement agencies.

YOSEMITE NATIONAL PARK

Woody Smith
Superintendent, Yosemite National Park

Date 12.14.16

COUNTY OF MARIPOSA

Marshall Long
Chair, Mariposa County Board of Supervisors

Date 1.10.17

APPROVED AS TO FORM

Steven W. Dahlem, County Counsel

Date 1.10.17
APPENDIX A TO GENERAL AGREEMENT BETWEEN UNITED STATES NATIONAL PARK SERVICE, YOSEMITE NATIONAL PARK AND MARIPosa COUNTY, CALIFORNIA

This Appendix outlines the procedures through which the Sheriff of Mariposa County (County) may designate selected NPS Park Rangers as County Deputy Sheriffs and the Chief Ranger of Yosemite National Park (Park) may designate selected Mariposa County Deputy Sheriffs as Special Policemen for the Park as set out in the General Agreement (the Agreement) between the United States National Park Service, Yosemite National Park and Mariposa County. This Appendix is made a part of the Agreement.

For the purposes of this Appendix, “NPS Park Rangers” shall be defined as those employees of the National Park Service who possess a valid NPS Level 1 Law Enforcement Commission and who have successfully completed California PCB32 training; and “Deputies of the Mariposa County Sheriff’s Office” shall be defined as those fully sworn officers of Mariposa County who possess California POST certification.

Deputation of NPS Park Rangers by the Mariposa County Sheriff

1. NPS Park Rangers designated by the Chief Ranger of the Park are authorized to be deputized by the Sheriff of Mariposa County pursuant to California Government Code 26604 and 54 USC 102711.

2. The Sheriff agrees to make NPS Rangers (who are designated by the Chief Ranger) Deputy Sheriffs of Mariposa County to enforce the laws of the State of California and Mariposa County in the following situations:
   (a) Within or on lands and waters administered by the NPS or lands and waters otherwise administered by the Federal government and where the NPS Rangers are exercising federal authority; or
   (b) In areas within Mariposa County but outside the boundaries of the Park, El Portal or other areas administered by the NPS in situations involving an unexpected occurrence that requires immediate action as set out in NPS Reference Manual 9, Chapter 24, section 2.2.3.

3. Annually the Chief Ranger will provide the Sheriff the full name, address, and date of birth of all personnel qualified as law enforcement officers within the meaning of this Agreement, and shall promptly notify the Sheriff of any terminations, changes in duty station, or transfers by any officer possessing delegations of authority in this Agreement. The Chief Ranger will notify the Sheriff of any officers to be added to, or removed from, the list during the year. The Mariposa County Sheriff’s Office will issue a Certificate of Commission as a Special Deputy, and a commission identification card to each designee.

4. The NPS must recall and return to the Mariposa County Sheriff’s Office all Certificates of Commission as a Special Deputy and commission identification cards of any NPS law enforcement officer that the Sheriff or the Chief Ranger determines are no longer eligible for appointment.
4. The Mariposa County Sheriff’s Office must recall and return to the NPS all Certificates of Special Policeman Certificates and identification cards of any MCSO Deputy that the Sheriff or the Chief Ranger determines are no longer eligible for appointment.

5. The Sheriff’s Office will submit in a timely manner appropriate investigative or other reports to the NPS on law enforcement activities conducted under authority of this Agreement.

6. The Sheriff will confer with the Chief Ranger concerning procedures for reporting and prosecuting violations of Federal law. Such procedures shall become effective and binding upon the MCSO and its employees when acting under the authority of this Agreement.

7. Only the Yosemite Chief Ranger’s Office will act as liaison and conduct case handling referral to the Assistant United States Attorney and Yosemite Magistrate’s court.

8. When acting as NPS Special policemen, MCSO Deputies shall be under the direction of the Chief Ranger of the Park and shall comply with all policies of the NPS (including, but not limited to US Department of Interior DM 446, NPS Reference Manual 9, and Yosemite SOPs).

9. Either the Chief Ranger or the Sheriff may, by written notice, terminate any Special Policeman authorization. The Sheriff shall immediately inform the MCSO Deputy.

10. MCSO Deputies who have been delegated authority pursuant to this Agreement shall not have been convicted of a misdemeanor crime of domestic violence, as required by 18 USC 922 (g)(9).

11. When acting pursuant to this Agreement, MCSO Deputies will be in pay status as Mariposa County employees acting within the scope of their position as California State Peace Officers and shall not be considered employees of the NPS, the United States Department of the Interior, or the United States Government, except as provided by specific federal law.

Coordination

The Chief Ranger and the Sheriff shall meet within 60 days after the signing of this Agreement, and at least once each year thereafter, for the purposes of preparing and maintaining a written SOP which addresses, at a minimum, the following areas of common interest:

1. Identifying enforcement problems in areas that may require joint enforcement operations or covert investigations.

2. Identifying the need for specialized law enforcement equipment or techniques.

3. Reviewing training programs and identification of the need for additional instruction of Federal or State laws, policies, interpretations, and other appropriate subjects.

4. Agreeing on responsibility of each party concerning chain of custody, storing, and care of seized property.

Actions to be taken by the Parties

1. The Chief Ranger and the Sheriff will jointly meet with NPS Rangers and MCSO Deputies to ensure they understand the elements of this Agreement and the responsibilities of accepting the respective authority of the other agency.
2. The Sheriff will provide the Chief Ranger with copies of State laws, regulations, and pertinent policies and interpretations. The Chief Ranger will provide the Sheriff with copies of relevant and applicable federal laws, regulations, and pertinent NPS policies.

3. The Sheriff and the Chief Ranger, subject to available resources and manpower, will provide each other with needed assistance and provide for reciprocal use of equipment for high-priority enforcement operations.