

MARIPOSA COUNTY

Sheriff's Office • (209) 966-3615



RESOLUTION - ACTION REQUESTED 2012-233

MEETING: May 8, 2012

Res 12-233

TO: The Board of Supervisors

FROM: Doug Binnewies, Sheriff-Coroner-Public Administrator

RE: Law Enforcement Agreement Between Sheriff and Yosemite National Park

RECOMMENDATION AND JUSTIFICATION:

Approve a Law Enforcement Agreement with the United States National Park Service Yosemite National Park and the Mariposa County Sheriff's Office 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; Authorize the Chairman of the Board of Supervisors and the Sheriff to sign the Agreement. 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 Sheriff and YNP are currently benefiting from an Interim Law Enforcement Agreement, due to the change in the Office of the Sheriff.

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.

FISCAL IMPACT:

There is no financial impact.

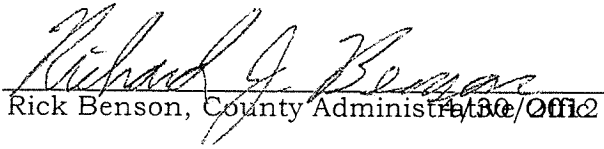
ATTACHMENTS:

Sheriff Park LE Agreement (PDF)

CAO RECOMMENDATION

Requested Action Recommended

Resolution - Action Requested 2012-233


Rick Benson, County Administrator

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jim Allen, District V Supervisor
SECONDER: Lee Stetson, District I Supervisor
AYES: Stetson, Turpin, Bibby, Cann, Allen

GENERAL AGREEMENT

BETWEEN

ORIGINAL

**UNITED STATES NATIONAL PARK SERVICE
YOSEMITE NATIONAL PARK, CALIFORNIA**

AND

MARIPOSA COUNTY SHERIFF'S OFFICE

ARTICLE I – BACKGROUND AND OBJECTIVES

WHEREAS, under Title 16 United States Code (U.S.C.) Section 1a-6, the United States NATIONAL PARK SERVICE, herein referred to as the NPS, has the authority, jurisdiction and responsibility to detect, investigate and apprehend persons violating the criminal laws of the United States, and to provide law enforcement and emergency services within Yosemite National Park; and

WHEREAS, Title 16 U.S.C. Section 1a and 1b(1) authorizes the NPS to render emergency 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 affect the quality of life inside Yosemite National Park; and

WHEREAS, the NPS Park Rangers and Special Agents are sometimes called to investigate criminal violations that originate inside the park but may lead to suspects, evidence and investigative leads outside the park boundary; 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 inside Yosemite National Park; 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, 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, NPS Park Rangers and Special Agents selected and designated by the Chief Park Ranger, and as authorized by the Mariposa County Sheriff, may be designated County Deputy Sheriffs, and Mariposa County Officers as selected and designated by the County Sheriff, and as authorized by the National Park Service, may be deputized as Special Police for Yosemite National Park.

ARTICLE II - STATEMENTS OF WORK

The NPS and Mariposa County agree as follows:

A. LAW ENFORCEMENT

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 beyond routine incidents is needed, 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 beyond routine incidents is needed, any request for such mutual assistance will be placed with the Sheriff of the COUNTY or his/her representative.
4. Criminal investigations within Yosemite National Park will be conducted by NPS Rangers or Special Agents. Criminal investigations that occur outside Yosemite National Park 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 in cases 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.
6. Law enforcement or emergency incidents within the county will be directed by the Mariposa County Sheriff or his/her representative. Law enforcement or emergency incidents within Yosemite National Park will be directed by the Chief Ranger of Yosemite National Park or his/her representative.
7. 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.
8. The NPS and the COUNTY each agree to permit personnel from each agency's enforcement and emergency services to attend training sessions and to use training facilities on a space available basis and without cost to the respective agency.
9. 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 under any circumstances.
10. The NPS and the COUNTY each agree that during incidents which begin in one agency's jurisdiction and/or extend 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

Don L. Neubacher, Superintendent, Yosemite National Park; Charles Cuvelier, Chief Ranger, Yosemite National Park; Doug Binneweis 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 RM-9, Chapter 24, Sections 2.1 and 2.2, this Agreement is intended conform to these policies and to facilitate mutual emergency assistance only, and shall be not 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 their course and scope of 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 Yosemite National Park Chief Ranger 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.

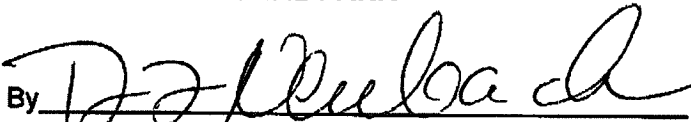
ARTICLE XI – APPROVALS OF SUPERINTENDANT, YOSEMITE NATIONAL PARK – FILING

This General Agreement must be submitted to and meet the approval of the Superintendent, Yosemite National Park. The Agreement shall be filed in the Chief Ranger's Office, Yosemite National Park. When these conditions have been met, along with terms listed in Article XII, the agreement shall be considered fully operational and in effect.

ARTICLE XII – APPROVALS OF THE MARIPOSA COUNTY SHERIFF AND MARIPOSA COUNTY ATTORNEY – FILING

As a condition precedent to this Agreement becoming effective, this Agreement must be submitted to and receive the approval of the Mariposa County Sheriff and the Mariposa County Attorney. When the Sheriff approves this Agreement, the Agreement must be filed with the Sheriff's Office. When these conditions have been met, along with the terms listed in Article XI, the Agreement shall be considered fully operational and in effect.

YOSEMITE NATIONAL PARK

By 
Don L. Neubacher, Superintendent

Date 3/28/12


By 
Charles Cuvelier, Chief Ranger

Date 3-28-12

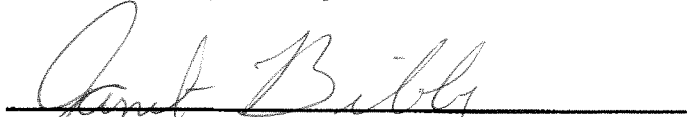
COUNTY OF MARIPOSA


Doug Binneweis, Sheriff, Mariposa County

Date 6/6/2012


Mariposa County Attorney

Date 6-8-12


Janet Bibby, Chair, Mariposa Board of Supervisors

Date 6-8-12