

MEMORANDUM OF UNDERSTANDING

for

EMERGENCY LAW ENFORCEMENT RESPONSE

between the

HIDALGO COUNTY SHERIFF'S DEPARTMENT

and the

UNITED STATES DEPARTMENT OF THE INTERIOR

U.S. FISH AND WILDLIFE SERVICE

NATIONAL WILDLIFE REFUGE SYSTEM

THIS MEMORANDUM OF UNDERSTANDING is entered into by Hidalgo County Sheriff's Department, hereinafter referred to as Sheriff's Department and the U.S. Department of the Interior, U.S. Fish & Wildlife Service (Service), National Wildlife Refuge System (NWRS) (hereinafter collectively referred to as the Parties) to provide for cooperation in the use of personnel and equipment for the common purpose of protecting the lives, property, and resources of the public they serve.

I. PURPOSE AND AUTHORITY:

Whereas - National Wildlife Refuge System (16 U.S.C. 668 dd): The Secretary of the Interior, through the U.S. Fish & Wildlife Service, administers various lands and waters within the State of Texas which are part of the Service's National Wildlife Refuge System.

Whereas - Cooperation with the State and Local Governments Regarding Migratory Birds (16 11.S.C 715 et seq.): The Migratory Bird Conservation Act authorizes the Secretary of Interior to cooperate with the State and local governments in law enforcement activities.

Whereas - Cooperation with States for Law Enforcement (16 U.S.C 7421): The Fish and Wildlife Improvement Act of 1978 authorizes the Secretary of the Interior to enter law enforcement cooperative agreements with State or other Federal agencies.

Whereas - the United States Congress has given the Secretary of the Interior the authority to enforce certain laws dealing with public protection and conservation of fish, wildlife, and other natural resources and this authority has been delegated to the Director of the Service and to certain qualified individuals.

Whereas - the Secretary of the Interior has also determined that in cases where a specific need for law enforcement assistance and investigative support has been identified or where a law enforcement emergency or a violation in progress exists, it would be mutually beneficial, economical, and advantageous, and in the public interest to cooperate with State and local law enforcement agencies.

Whereas - the Service is responsible for public safety on Service managed lands and facilities and recognizes the continued need to support working relationships and assist neighboring law enforcement agencies through agreements.

Now therefore - the Parties have determined that providing of specified law enforcement aid and assistance across jurisdictional lines will increase their mutual ability to preserve the safety and welfare of law enforcement personnel and the public.

II. AUTHORITIES

This Memorandum of Understanding, (MOU) represents an agreement for mutual emergency support between the Service and Sheriff's Department. Under the terms of this agreement, officers of Sheriff's Department and Federal Wildlife Officers may provide emergency assistance within the jurisdiction of Sheriff's Department, and on Service lands.

Planned law enforcement operations and investigations involving both Federal Wildlife Officers and Sheriff's Department officers require supervisory approval or may operate under predetermined procedures defined at the local level.

A. Emergency Service Law Enforcement Assistance off Service lands.

1. The situations for which the Service is authorized to provide emergency law enforcement assistance within the jurisdiction of Sheriff's Department under this agreement consist of the following;

a. Serious injury/fatality accident scenes or incidents, crime scenes involving the protection of human life, or threat(s) to health or safety of the public or Sheriff's Department employee.

b. Request for emergency assistance from a Sheriff's Department officer, employee or the public.

c. Probable cause felonies and felonies committed in the presence of Federal Wildlife Officers

2. Upon receiving a request from Sheriff's Department, the Service may render emergency assistance (in those situations described in provision II.A.1 above.)

3. Federal Wildlife Officers may provide emergency assistance if Federal Wildlife Officers observe an emergency situation within the jurisdiction of Sheriff's Department, (as defined in provision III.A.1 above,) at which time Federal Wildlife Officers may secure and manage the

scene, detain and identify suspect(s) and use force that is objectively reasonable as defined by U.S. Fish & Wildlife Service policy.

4. The Service shall notify Sheriff's Department of the emergency situation as soon as practical. Federal Wildlife Officers may assist the Sheriff's Department officer(s) for the duration of the incident.
5. The Service may decide at any time to withdraw emergency law enforcement resources or assistance.
6. Federal Wildlife Officers providing emergency assistance to Sheriff's Department pursuant to this agreement shall be deemed to be acting within the scope of their employment.
7. Federal Wildlife Officers providing emergency assistance to Sheriff's Department shall notify their supervisor and Federal Wildlife Zone Officer as soon as practical.

B. Sheriff's Department emergency assistance on Service lands.

1. The situations for which the Sheriff's Department is authorized to provide emergency law enforcement assistance on Service lands under this agreement consist of the following:
 - a. Serious injury/fatality accident scenes or incidents, crime scenes involving the protection of human life, or threat(s) to health or safety of the public or Service employee.
 - b. Request for emergency assistance from a Federal Wildlife Officer, Service employee or the public.
 - c. Probable cause felonies and felonies committed in the presence of Sheriff's Department.
2. Upon receiving a request from the Service, Sheriff's Department officers may render emergency assistance (in those situations described in provision II.A.1 above.)
3. Sheriff's Department officers may provide emergency assistance if Sheriff's Department officers observe an emergency situation on Service lands (as defined in provision III.A.1 above,) at which time Sheriff's Department officers may secure and manage the scene, detain and identify suspect(s) and use force in accordance with Sheriff's Department policy.
4. Sheriff's Department shall notify a designated NWRS law enforcement representative of the emergency situation as soon as practical. Sheriff's Department officers may assist the Service for the duration of the incident.
5. The Sheriff's Department may decide at any time to withdraw emergency law enforcement resources or assistance.
6. Sheriff's Department officers providing emergency assistance to the Service pursuant to this agreement shall be deemed to be acting within the scope of their employment.

7. Sheriff's Department providing emergency assistance to the Service shall notify their supervisor as soon as practical.

III. PROPERTY MANAGEMENT AND DISPOSITION

No direct funding is required by this agreement and no property, real or personal shall be acquired, managed or disposed of hereto. The law enforcement agency or each party will maintain its own personnel and equipment, and each will be responsible for all cost for emergency or routine assistance if it occurs as a result of an incident.

IV. REQUIRED CLAUSES

Each party will be responsible for damages or loss resulting from the actions of its own personnel, when rendering emergency or routine assistance. Each party will be responsible for all legal actions arising from the improper or alleged improper conduct of its own personnel.

Each party will be responsible for ensuring their officers are current with required training according to agency policy.

During any approved joint training such as, but not limited to, firearms requalification, each party will be responsible for their own personnel.

During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on 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, religion, sex or national origin.

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 there from, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

Notwithstanding any provision herein, nothing shall commit the Service to incurring monetary obligations for the purposes of this agreement, except to the extent funds are provided in Congressional Appropriation Acts. The provisions contained hereof constitute the entire agreement between the parties hereto.

In witness whereof, the parties have caused the reciprocal police aid and assistance agreement, to be executed the day and year first above written.

V. TERMS OF AGREEMENT

1. This agreement becomes effective on the date signed by both parties and shall continue in effect until terminated.

2. The Agreement may only be revised or amended by consent of both parties. Such revisions or amendments shall not be effective until reduced to writing and signed by both parties.

3. This Agreement may be terminated by either party upon giving thirty (30) days advance written notice.

VI. MEMORANDUM OF UNDERSTANDING

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

U.S. Fish and Wildlife Service

Department of the Interior

_____	_____
Project Leader	Date
South Texas National Wildlife Refuge Complex	

_____	_____
Regional Chief, NWRS-Region 2	Date

Hidalgo County Sheriff's Department

_____	_____
Hidalgo County Sheriff	Date