

(201CV62 PA)

COUNTY CONTRACT ROUTING FORM

***ALL FIELDS MUST BE FILLED OUT PRIOR TO FINANCE/ATTORNEY APPROVAL**

***ALL CONTRACTS MUST BE SIGNED BY OUTSIDE PARTY PRIOR TO ROUTING TO FINANCE OFFICER; UPON FINANCE APPROVAL CONTRACT WILL BE ROUTED TO COUNTY ATTORNEY; UPON COUNTY ATTORNEY APPROVAL CONTRACT WILL BE ROUTED TO THE COMMISSION**

*CONTRACT NAME: General Agreement Between the National Park Service and the Gallatin County Sheriff's Office

*BRIEF DESCRIPTION OF CONTRACT: The purpose of this agreement is to establish the terms and conditions under which the parties will provide mutual law enforcement assistance in and near Yellowstone National Park.

If this contract amends or is a change/task order to a previous contract, provide original contract #.

*ORIGINAL CONTRACT #: Change in language-Unable to locate previous contract#

*RESPONSIBLE DEPARTMENT: Gallatin County Sheriff's Office

RECEIVED
FEB 20 2008

*ACCOUNT #: 2300-209-42-01-00

*CONTRACT AMOUNT: N/A

*EFFECTIVE DATE: / /

*EXPIRATION DATE: / /2009

*DATE SIGNED BY OUTSIDE PARTIES: / / ; / / ; / /

FINANCE DIR. APPROVED: *[Signature]* DATE: / /

COUNTY ATTORNEY APPROVED: *[Signature]* DATE: 2/22/08

DATE SIGNED BY BOARD OF COUNTY COMMISSIONERS: 3/11/08

CLERK AND RECORDER KEEPS AN ORIGINAL AND WILL ROUTE A COPY OF THE APPROVED CONTRACT TO THE FOLLOWING DEPARTMENTS:

- ✓ RESPONSIBLE/ORIGINATING DEPARTMENT
- ✓ DEPUTY COUNTY ATTORNEY'S OFFICE – ATTN: HELEN BALDWIN
- ✓ AUDITOR
- ✓ FINANCE DEPT.

DATE CLERK AND RECORDER DISBURSED COPIES: / /

THE RESPONSIBLE/ORIGINATING DEPARTMENT IS REQUIRED TO MAIL COPIES AND/OR DUPLICATE ORIGINALS OF COMPLETED CONTRACTS TO ALL INTERESTED PARTIES.



United States
Department of the Interior

NATIONAL PARK SERVICE.

YELLOWSTONE NATIONAL PARK

Division of
Resource and
Visitor Protection

Jim -

Hello. Attached is the new "general agreement" format and wording that we have been advised by the DOI to use in our agreements. It does not change anything in our relationship or assistance we provide each other, but it is worded differently. I have been asked to transition all of our agreements into this new format, so here it is. Please call if there are questions (and, enclosed is one of former YELL Rangers GCSO Deputy cards). Thank you /

Brian S. Smith
Special Agent in Charge (307 344 2120/ 406 581 1367)

**General Agreement Between the
National Park Service
and the
Gallatin County Montana Sheriff's Office**

Article I - Background and Objectives

This agreement is entered into by and between the National Park Service (hereinafter sometimes referred to as the NPS), United States Department of the Interior, acting through the Superintendent of Yellowstone National Park and Gallatin County Montana, acting through the Gallatin County Montana Sheriff (hereinafter sometimes referred to as the COUNTY) . The purpose of this agreement is to establish the terms and conditions under which the parties will provide mutual law enforcement assistance in and near Yellowstone National Park.

Whereas the Secretary of the Interior, acting through the NPS, administers Yellowstone National Park as a unit of the national park system in accordance with "An Act Establishing Yellowstone National Park of 1872" and Title 16 U.S. Code, Section 21, and the laws applicable generally to units of the national park system; and

Whereas, under Title 16 U.S. Code, Section 21, Yellowstone National Park is an area of exclusive Federal Jurisdiction, and thus under Title 18 Section 7 Yellowstone National Park is an area of "Special Maritime and Territorial Jurisdiction"; and

Whereas Title 16 U.S. Code, Section 1a6 (2006) authorizes the Secretary of the Interior to "designate . . . certain officers or employees of the Department of the Interior who shall maintain law and order and protect persons and property within areas of the National Park System"; and

Whereas, Under Title 16 United States Code, Section 1a-6 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 inside Yellowstone National Park, and authorized officers while inside the park system have the authority to make arrests for any misdemeanor committed in their presence or cognizable felony, and have authority to make arrests outside the system when "the person to be arrested is fleeing therefore to avoid arrest", and authorized National Park Service officers can "execute any warrant or process issued by any court or officer of competent jurisdiction and for the enforcement of the provisions of any

Federal law or regulation issued pursuant to law arising out of an offense committed within that system”; and

Whereas, Title 16 U.S. Code, Subsection 1b(1) (2006) authorizes the Secretary of the Interior to render “emergency rescue, fire fighting, and cooperative assistance to nearby law enforcement and fire prevention agencies, and for related purposes outside of the National Park System”; and

Whereas Montana Code Annotated (MCA) Section 7-32-2121 authorizes the Gallatin County Sheriff as defined under MCA Section 19-7-101 to enforce the laws of the State of Montana and ordinances duly enacted by the County Commission of Gallatin County within Gallatin County Montana, and to take charge of and supervise search and rescue units put into service; and

Whereas, under Montana Code Annotated (MCA), Sections 7-4-2401 and 7-4-2404, the Gallatin County Sheriff is authorized to appoint designated National Park Service Special Agents and U.S. Park Rangers as deputy sheriffs for the purpose of enforcing state law and county ordinances outside Yellowstone National Park and within Gallatin County Montana; and

Whereas the Gallatin County Sheriff has appointed certain federally commissioned Special Agents and U.S. Park Rangers (hereafter known as NPS law enforcement officers) employed at Yellowstone National Park as deputies for purposes of enforcing state law and county ordinances in response to certain emergency situations outside of Yellowstone National Park and within Gallatin County; and

Whereas, under 16 U.S. Code, Section 1a-6 (b)(1) the Secretary of the Interior through the Park Superintendent is authorized to designate officers and employees of other Federal, state, or other political subdivision as “special policeman” to supplement the law enforcement responsibilities of the NPS ; and

Whereas the Yellowstone Superintendent has appointed certain members of the Gallatin County Sheriff’s Office as special policeman for the purposes of enforcing the criminal laws of the United States in response to certain emergency situations inside Yellowstone National Park.; and

Whereas, criminal activity on a regional, statewide, and national level affects the quality of life in both Yellowstone National Park and in Gallatin County; and the NPS law enforcement officers 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 the COUNTY officers are sometimes called to investigate criminal violations that originate inside Gallatin County but may lead to

suspects, evidence, and investigative leads that are now inside Yellowstone 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, in certain emergency instances 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 effective law enforcement and search and rescue efforts, and a safer environment for officers of both agencies and the general public; and

Now, therefore, the parties agree as follows:

Article II - Statement of Work

A. Out-of-park Emergency Law Enforcement Assistance Pursuant to 16 U.S. Code, subsection 1b (1):

1. The situations for which the NPS is authorized to render emergency law enforcement assistance under this agreement are the following:
 - a. Life or death incidents;
 - b. Accidents or incidents involving a serious injury or fatality;
 - c. Crime scenes involving the protection of human life;
 - d. Officer in trouble;
 - e. Threats to public health or safety;
 - f. Incidents directly affecting park visitor safety or park resource protection;
 - g. Felonies committed in the presence of the NPS law enforcement officer; and
 - h. Misdemeanors committed in the presence of an NPS law enforcement officer that pose an immediate threat to the public's health or safety.
2. Upon receiving an official request from the COUNTY, the NPS shall

render emergency law enforcement assistance (in those situations described in provision II.B.1 above) to the COUNTY whenever possible. The COUNTY shall direct such requests to the Yellowstone National Park (YNP) Chief Ranger via the Yellowstone Communications Center. The YNP Chief Ranger or his/her designee must approve all such requests before any NPS law enforcement officers may render emergency assistance. Both the NPS and the COUNTY have in advance requested the immediate assistance of the other agency in emergency situations where the respective agency has officers who are in the closest proximity to the emergency.

3. The NPS may render emergency law enforcement assistance in those situations where a properly appointed NPS law enforcement officer, while in the course of his/her official duties, observes a nearby emergency situation (as defined in provision II.B.1 above), at which time the NPS law enforcement officer may secure and manage the scene prior to the arrival of a COUNTY officer. The NPS shall immediately notify the COUNTY of the emergency. Upon arrival of the first COUNTY officer on the scene, the NPS law enforcement officer shall relinquish control; however, upon request the NPS law enforcement officer may continue to assist the COUNTY officer (s).

4. The NPS shall render assistance only until such time as the COUNTY has enough resources on the scene to adequately control the emergency or until the emergency no longer exists, whichever comes first.

5. The on-scene commanding officer of the COUNTY shall be in command of all officers, including NPS law enforcement officers who are rendering emergency assistance; provided that the COUNTY on-scene commander shall exercise command of NPS law enforcement officers only through the highest ranking NPS law enforcement officer at the scene, which individual shall be identified by the NPS.

6. For good cause the NPS Chief Ranger or his/her designee may decide at any time to withdraw emergency law enforcement assistance.

7. Only NPS law enforcement officers who have been properly appointed as COUNTY deputies will render emergency law enforcement assistance. The COUNTY shall provide appropriate credentials to all such law enforcement officers.

8. NPS law enforcement officers rendering emergency assistance to the COUNTY pursuant to this agreement shall wear the official NPS uniform or, if approved by the NPS Chief Ranger or his/her designee, plain clothes; shall remain under the authority and control of NPS supervisors; shall be subject to the laws, regulations, and policies of the NPS and of the United States; and shall not receive any monetary compensation from any source other than the NPS.

9. NPS law enforcement officers rendering emergency assistance to the

COUNTY pursuant to this agreement shall be deemed to be acting within the scope of their federal employment. Under no circumstances shall NPS law enforcement rangers be deemed to be borrowed servants of the COUNTY. Whereas the Gallatin County Sheriff has appointed certain federally commissioned NPS law enforcement officers employed at Yellowstone National Park as deputies for purposes of enforcing state law and county ordinances in response to certain emergency situations outside of Yellowstone National Park and within Gallatin County;

B. Inside-park-Emergency Law Enforcement Assistance pursuant to 16 U.S. Code Section 21, 16 U.S. Code 1a-6 (a) and 16 U.S. Code Section 1a-6 (b) (1):

1. Yellowstone National Park is an area of exclusive Federal jurisdiction and as such the NPS has the responsibility to enforce all applicable state and Federal laws within the boundaries of Yellowstone National Park.

2. The situations where the NPS will ask the COUNTY for emergency assistance include the following:

- a. Life or death incidents;
- b. Accidents or incidents involving a serious injury or fatality;
- c. Crime scenes involving the protection of human life;
- d. Officer in trouble;
- e. Threats to public health or safety;
- f. Incidents directly affecting park visitor safety or park resource protection;
- g. Felonies committed in the presence of the COUNTY officer; and
- h. Misdemeanors committed in the presence of a COUNTY officer that pose an immediate threat to the public's health or safety.

3. Requests for emergency assistance by the NPS and to the COUNTY will be done in the same manner as described previously in the Out-of-Park Emergency Response section, except that the roles of the NPS and COUNTY will be reversed.

C. The parties further agree as follows:

1. Each party shall bear its own costs for furnishing services under this agreement, and neither party shall claim reimbursement for those costs from the other.

2. Nothing in this agreement shall be construed to bind the NPS to expend in any one fiscal year any sum in excess of funds appropriated by Congress or allocated by the NPS for the purposes of this agreement.

3. Each party hereby waives any and all claims, demands, and causes of action against the other party and its employees, and releases the other party and its employees from any and all liability, arising out of or resulting from activities under this agreement. Each party shall be solely responsible for any and all claims, demands, and causes of action filed by third parties arising out of or resulting from the activities of its employees under this agreement, including, but not limited to, the costs of investigating and defending against such claims, demands, and causes of action and the costs of paying any compromise settlements, judgments, assessed costs, or fees (including attorney's fees).

4. The parties shall coordinate all public information releases about law enforcement incidents, investigations, actions, and other matters involving both parties. No public information release by one party shall refer to the other party or to any employee of the other party (by name or otherwise) without the other party's prior approval.

Article III - Term of Agreement

This agreement shall be effective for a period of five years after the date of final signature, unless it is terminated earlier by one of the parties pursuant to article VIII below. At the conclusion of that five-year term, this agreement may be extended or renewed by written agreement of the parties.

Article IV - Key Officials

All communications and notices regarding this agreement shall be directed to the following key official(s) for each party:

For the NPS:

Suzanne Lewis, Yellowstone National Park Superintendent (PO Box 168, Yellowstone National Park, WY 82190. 307 344 2002)

Richard Obernesser, Yellowstone National Park Chief Ranger (PO Box 168, Yellowstone National Park, WY 82190. 307 344 2103)

Brian S. Smith, Inter-Mountain Region Special Agent in Charge (PO Box 168, Yellowstone National Park, WY 82190)

For the Gallatin County Sheriff's Office:

James R. Cashell, Gallatin County Montana Sheriff (615 South 16th St, Bozeman, MT 59715)

Michael McGrath, State of Montana Attorney General (PO Box 201401, Helena MT, 59620-1401. 406 444 2026)

Article V - Property Utilization

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other shall remain the property of the furnishing party. Any property furnished by the NPS to the COUNTY shall be used and disposed of as set forth in the NPS Property Management Regulations.

Article VI - Prior Approval

See Article II (Statement of Work) above.

Article VII - Reports and/or Other Deliverables

Upon request and to the full extent permitted by applicable law, the parties shall share with each other final reports of incidents involving both parties.

Article VIII - Modification and Termination

This agreement may be modified only by a written instrument executed by the parties. 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 shall meet promptly to discuss the reasons for the notice and to try to resolve their differences amicably. The parties commit to using every reasonable means available, including the use of a neutral mediator if necessary, to try to avoid terminating this agreement.

Article IX - Standard Clauses

A. Civil Rights

During the performance of this agreement, the parties agree to abide by the terms of the USDI-Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The parties will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

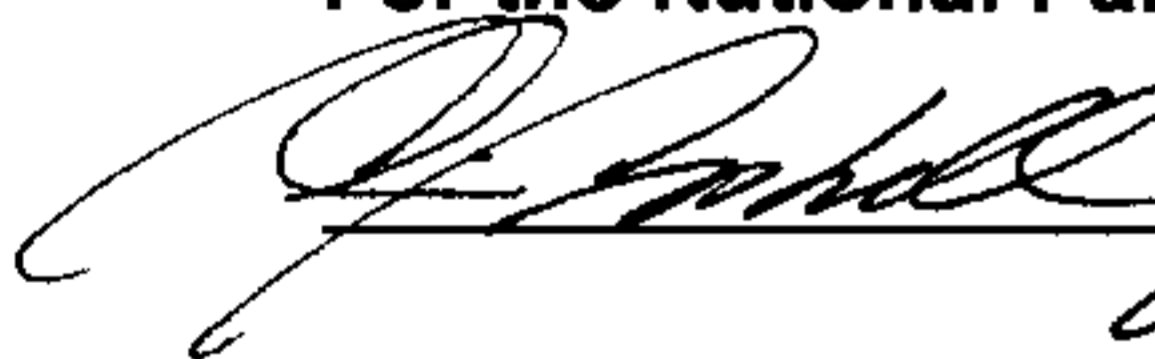


B. Officials Not to Benefit

No member of 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.

Article X - Authorizing Signatures

In witness hereof, the following authorized representatives of the parties have signed their names on the dates indicated below, thereby executing this agreement.

For the National Park Service:

	Suzanne Lewis, Superintendent	Date <u>1/18/08</u>
	Richard Obernesser, Chief Ranger	Date <u>1-16-08</u>
	Brian S. Smith, Special Agent in Charge	Date <u>1-14-2008</u>

For the Park County Sheriff's Office:

James R. Cashell James R. Cashell, Gallatin County Sheriff Date 2/12/08

Chairman Chairman, Gallatin County Commission Date 3/11/08

For the State of Montana:

_____ Michael McGrath, MT Attorney General Date _____

CONTRACT REVIEW MEMORANDUM
-ATTORNEY/CLIENT PRIVILEGED-

To: Jim Cashell, Gallatin County Sheriff

From: Christopher B. Gray, Deputy County Attorney

Date: 02/22/2008

Re: NPS Law Enforcement Contract

REVIEW OF THIS CONTRACT BY THE COUNTY ATTORNEY'S OFFICE IS MADE FOR LEGAL CONTENT ONLY. IT IS ASSUMED THE RESPONSIBLE DEPARTMENT HAS READ THE DOCUMENT (INCLUDING FINANCIAL OBLIGATIONS) AND UNDERSTANDS ITS SUBSTANCE AND ALL REQUIREMENTS.

Approved contingent upon addressing the following:

Please make sure that you specifically read and understand the reciprocal law enforcement duties and obligation that make up the substance of the 5 year contract.

*Please return
to us to send
to Attorney
General*