

MUTUAL AID AGREEMENT
and
MEMORANDUM OF UNDERSTANDING
between
USDA FOREST SERVICE, NORTHERN REGION, LAW ENFORCEMENT AND
INVESTIGATIONS
and the
LEWIS AND CLARK COUNTY SHERIFF'S OFFICE

It is recognized that MCA 44-11-304 refers to the term "Mutual Aid Agreement" while 16 USC, Section 559g(c) refers to the term "Memorandum of Understanding". The intent of this document is to satisfy the requirements set forth in both MCA 44-11-304 and 16 USC 559g(c). This **MUTUAL AID AGREEMENT** and **MEMORANDUM OF UNDERSTANDING**, hereinafter referred to as the MAA/MOU, is made and entered into and between the USDA Forest Service, Region One, Law Enforcement & Investigations, hereinafter referred to as the Forest Service, and the Lewis and Clark County Sheriff's Office, hereinafter referred to as LCSO.

A. PURPOSE:

The purpose of this MAA/MOU is to establish a general framework for cooperation between the Forest Service and the LCSO to further the mutual law enforcement interests of the aforementioned agencies. Where a specific need for law enforcement assistance or investigative support has been identified or where initial law enforcement action for a violation in progress exists, it shall be beneficial, economical and in the best interest of the public to **deputize** USDA Forest Service Law Enforcement Officers and Special Agents, hereinafter referred to as Law Enforcement Officers. This **deputization** is for the **purpose of enforcing the laws under the jurisdiction of the LCSO** when a violation of state law, local law, regulation or county ordinance occurs on or affects the National Forest System (NFS); when such investigation or enforcement is mutually beneficial to the Forest Service and the LCSO; when Forest Service is requested to respond to emergency or immediate "officer needs assistance" calls until such time Forest Service is relieved by LCSO or another agency having primary jurisdiction; or when responding to situations that involve a crime of violence or emergency situations which could result in an immediate threat or bodily injury to a person.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

USDA Forest Service, Law Enforcement Officers shall have law enforcement authority to conduct initial law enforcement actions within the LCSO jurisdiction.

The LCSO, by conferring their law enforcement authorities to USDA Forest Service Law Enforcement Officers has determined that such conferral will increase protection of the public and property and is beneficial, economical and advantageous to the public interest. In consideration of the above premises, the parties agree as follows: that **deputation** of USDA Forest Service Law Enforcement Officers will increase protection of the public and property and is beneficial, economical and advantageous to the public interest.

Execution of this MAA/MOU shall be the agreement which confers the specific deputation of state or county authority unless provided for by a different method, pursuant to 16 USC, Sections 551a, 553, 559d(5) and 559g(c) and Montana Code Annotated 44-11-304 and 44-11-308. This authority includes Forest Service Law Enforcement Officers initiating law enforcement action that affects the NFS by the issuance of state citations or written warnings, making arrests, executing any valid State or local warrant that the LCSO has the authority to execute, or any other constitutionally approved actions within the authority of the LCSO or until relieved by LCSO.

C. FOREST SERVICE SHALL:

1. Report all law enforcement actions taken pursuant to this MAA/MOU in a timely manner, follow the correct procedures, and submit the required documentation on the correct form(s) to the LCSO.
2. Provide a list of Commissioned Forest Service Law Enforcement Officers. See Appendix A.

D. LEWIS AND CLARK COUNTY SHERIFF'S OFFICE SHALL:

1. Confer full law enforcement authority upon the Forest Service, Law Enforcement Officers to perform unplanned initial law enforcement actions within their jurisdiction provided there is a nexus to the US Forest Service or when requested to assist by LCSO to address immediate public safety concerns or incidents. See Appendix A for a list of Forest Service Law Enforcement Officers approved for deputation.
2. Notify and/or provide any required training to USDA Forest Service Law Enforcement Officers listed in Appendix A.

IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
3. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or LCSO from participating in similar activities with other public or private agencies, organizations, and individuals.

4. **TERMINATION.** Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

5. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

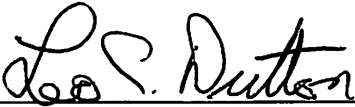

<i>Forest Service Project Contact</i>	<i>Cooperator Project Contact</i>
Scott Bragonier	Leo Dutton
Special Agent in Charge	Sheriff
Law Enforcement and Investigations	Lewis and Clark County
26 Fort Missoula Road	406 Fuller Ave
Missoula, MT 59804	Helena, MT 59601
Phone: 406-370-7403	Phone: (406) 447-8235
E-Mail: scott.bragonier@usda.gov	E-Mail: ldutton@lccountymt.gov

<i>Forest Service Administrative Contact</i>	<i>Cooperator Administrative Contact</i>
Jackie Clark	
26 Fort Missoula Road	
Missoula, Montana 59804	
E-Mail: jacquiline.clark@usda.gov	
Phone: (406) 363-7108	

6. **NON-FUND OBLIGATING DOCUMENT.** This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to LCSO of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

7. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective for five (5) years from that date after which time it will expire.

THE PARTIES HERETO have executed this instrument.

	<u>07-20-22</u>		<u>7/22/22</u>
Leo Dutton	DATE	Scott Bragonier	DATE
LEWIS AND CLARK COUNTY		USDA FOREST SERVICE	
SHERIFF		Special Agent in Charge	
		Northern Region	
		Law Enforcement & Investigations	

The authority and format of this instrument has been reviewed and approved for signature.

Dated this 22 day of July 2022

Appendix A

**List of Commissioned Forest Service Law Enforcement Officers approved
for deputation within Lewis and Clark County:**

Call Sign

BADGE #

NORTHEAST ZONE

FS-60	Nick Scholz- Patrol Captain	2233
FS-70	Kevin Arnold	1981
FS-73	Tony Fedele	1891