

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MESA COUNTY SHERIFF'S OFFICE
AND
USDA FOREST SERVICE REGION 2
LAW ENFORCEMENT AND INVESTIGATIONS**

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the Mesa County Sheriff's Office in the State of Colorado (Sheriff's Office) and U.S. Forest Service, Region 2 Law Enforcement and Investigations (LEI).

I. PURPOSE

This MOU identifies protocols for the Sheriff's Office and LEI when it is engaging in enforcement actions in Mesa County pursuant to the Colorado peace officer statute, §16-3-101, et. seq., C.R.S. Cooperation regarding such enforcement actions within Mesa County is mutually beneficial to the Sheriff's Office and LEI, because it will improve public safety by maximizing availability of law enforcement resources.

II. DEFINITIONS

"Forest Service duties" means the official responsibilities and assigned tasks of LEI officers as enumerated in Forest Service Manual (FSM) 5300 related to the enforcement of the Forest Service's statutory and regulatory requirements and the enforcement and investigations of potential violations of those requirements.

"LEI" means Region 2 of the Forest Service's Law Enforcement and Investigations.

"LEO" means a Law Enforcement Officer employed by the U.S. Department of Agriculture and assigned to Region 2 of the Forest Service.

"Parties" means Region 2 of the Forest Service's Law Enforcement and Investigations and the Mesa County Sheriff's Office in the State of Colorado.

"Sheriff's Office" means the Mesa County Sheriff's Office in the State of Colorado.

III. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The Sheriff's Office and LEI share a mutual interest in the protection of property and public safety and recognize that it is appropriate for the Parties to coordinate regarding their law enforcement activities. This coordination will allow the Parties to utilize law enforcement resources efficiently, plan for staffing and allocation of resources, set priorities, and provide backup and support. The Colorado peace officer statute, especially its provisions set forth below, provides an opportunity to expand cooperation and coordination between the Parties.

§ 16-3-110, C.R.S., Peace officers—duties.

(1) For the purposes of this section, “peace officer” means: (a) A peace officer as described in section 16-2.5-101; or (b) A federal law enforcement officer who, pursuant to federal statutes and the policy of the agency by which the officer is employed, is authorized to use deadly physical force in the performance of his or her duties.

(2) A peace officer shall have the authority to act in any situation in which a felony or misdemeanor has been or is being committed in such officer's presence, and such authority shall exist regardless of whether such officer is in the jurisdiction of the law enforcement agency that employs such officer or in some other jurisdiction within the state of Colorado or whether such officer was acting within the scope of such officer's duties when he or she observed the commission of the crime, when such officer has been authorized by such agency to so act. The local law enforcement agency having jurisdiction shall be immediately notified of the arrest and any person arrested shall be released to the custody of the local law enforcement agency.

§ 16-3-102, C.R.S. Arrest by peace officer.

(1) A peace officer may arrest a person when: (a) He has a warrant commanding that such person be arrested; or (b) Any crime has been or is being committed by such person in his presence; or (c) He has probable cause to believe that an offense was committed and has probable cause to believe that the offense was committed by the person to be arrested.

§ 16-3-103, C.R.S. Stopping of suspect.

(1) A peace officer may stop any person who he reasonably suspects is committing, has committed, or is about to commit a crime and may require him to give his name and address, identification if available, and an explanation of his actions. A peace officer shall not require any person who is stopped pursuant to this section to produce or divulge such person's social security number. The stopping shall not constitute an arrest.

(2) When a peace officer has stopped a person for questioning pursuant to this section and reasonably suspects that his personal safety requires it, he may conduct a pat-down search of that person for weapons.

§ 16-3-107, C.R.S. Custodial care of prisoner in transit.

It is lawful for any peace officer who has the custody of any alleged offender following an arrest to pass through any counties which lie on his route between the place of arrest and the county to which he is taking the alleged offender and to lodge him in any jail on his route for safe custody for one night or more, as the occasion requires.

IV. PROTOCOLS FOR FOREST SERVICE LAW ENFORCEMENT OFFICERS

A. These protocols apply to LEOs performing their Forest Service duties in Mesa County.

- B. LEOs are federal law enforcement officers who are authorized to use deadly physical force in the performance of their duties and therefore qualify as peace officers under Colorado law. §16-3-110(1)(b), C.R.S; 16 U.S.C. § 559c.
- C. The Region 2 Special Agent in Charge (SAC) has assigned the LEOs to implement the protocols in this Agreement. LEO actions pursuant to this Agreement are necessarily incidental to the LEO's official Forest Service duties and are within the LEO's scope of employment for the purposes of the Federal Tort Claims Act, 28 U.S.C. §2679.
- D. Arrests with a Warrant. LEOs who, while performing their Forest Service duties, contact a person with a state, county, or municipal warrant for their arrest may:
 - i. Arrest the person and immediately notify the Sheriff's Office of the arrest;
 - ii. Transport the person to a jail facility at the request of the Sheriff's Office or when necessary to protect LEO or public safety; and
 - iii. Release the person to the Sheriff's Office custody pursuant to the policies and procedures of the Sheriff's Office.
- E. Arrests without a Warrant. LEOs who, while performing their Forest Service duties, contact a person without a warrant, may arrest the person and follow the arrest, transport, and release procedures described in Section IV.D if:
 - i. The person has committed or is committing a felony or misdemeanor under Colorado law in the presence of the LEO; or
 - ii. The LEO has probable cause to believe that a felony or misdemeanor under Colorado law was committed and has probable cause to believe that the offense was committed by the person.
- F. Stops due to Reasonable Suspicion. While performing their Forest Service duties, LEOs may stop a person they reasonably suspect is committing, has committed, or is about to commit a crime under Colorado law. LEOs may require such persons to give their name and address, identification, and an explanation of their actions, but shall not require the person to give their social security number. If the LEO reasonably suspects his or her personal safety is at risk, the LEO may conduct a pat-down search of the person for weapons.
- G. The LEO will refer any issues related to this Agreement that cannot be resolved to the SAC. The SAC will be responsible for coordinating with the appropriate officials to mutually resolve any issues.
- H. The LEO will provide a monthly report to the Mesa County Sheriff's Office Administrative Contact detailing all contacts initiated by the LEO where the reason for the initial contact was a violation of Colorado law. If no such contacts were initiated

in a given month, the LEO will provide this information to the Sheriff's Office Administrative Contact.

V. PROTOCOLS FOR THE MESA COUNTY SHERIFF'S OFFICE

- A. The Sheriff's Office will respond to LEO notifications of arrests pursuant to this MOU as soon as possible.
- B. The Sheriff's Office will provide LEOs with access to jail facilities for booking any person arrested pursuant to this MOU.
- C. The Sheriff's Office will provide LEI with a copy of the MCSO arrest standards, and will assist with training LEOs regarding those standards. The Sheriff's Office Administrative Contact will ensure that LEI is provided with an updated version of the Sheriff's Office arrest standards whenever changes are made.

VI. IT IS MUTUALLY UNDERSTOOD AND AGREED TO BY THE PARTIES THAT:

- A. Nothing in this MOU will be constructed as affecting the authorities of either Party or as binding beyond their respective duties.
- B. Neither Party shall be liable to the other nor to its agents or employee for any loss, damage, personal injury, or death occurring in consequence of the performance of this MOU.
- C. Each Party agrees to fund their own expenses associated with the implementation of this MOU.
- D. Any records or documents generated as a result of this MOU shall be part of the LEI Management Attainment System (LEIMARS) in accordance with applicable Forest Service management policies.
- E. PRINCIPAL CONTACTS. The Parties designate the following contacts for matters arising under this MOU:

Principal Sheriff's Office Contacts:

Sheriff's Office Program Contact	Sheriff's Administrative Contact
Sheriff Todd Rowell 215 Rice Street Grand Junction, CO 81501 Telephone: 970-244-3908 FAX: 970-244-3511 Email: todd.rowell@mesacounty.us	Lt. David Holdren 215 Rice Street Grand Junction, CO 81501 Telephone: 970-244-3944 FAX: 970-244-3511 Email: david.holdren@mesacounty.us

Principal U.S. Forest Service Contacts:

<p>U.S. Forest Service Program Manager Contact</p> <p>Brandon Cervantes, Patrol Captain 2250 S. Main St. Delta, CO 81416 Telephone: 970-874-6624 FAX: 970-874-6712 Email: brandon.cervantes@usda.gov</p>	<p>U.S. Forest Service Administrative Contact</p> <p>Merna Fehlmann, G&A Specialist 2250 S. Main St. Delta, CO 81416 Telephone: 970-874-6606 FAX: 970-874-6686 Email: merna.fehlmann@usda.gov</p>
<p>Field Contact</p> <p>Katie Harris, LEO GMUG NF, Grand Valley RD 2227 Crossroads Blvd. Ste. A Grand Junction, CO 81506 Telephone: 970-263-5821 FAX: 970-263-5836 Email: katherine.harris@usda.gov</p>	<p>LEI Administrative Contact</p> <p>Misty Mitchell, Program Assistant 2250 S. Main St. Delta, CO 81416 Telephone: 970-874-6638 FAX: 970-874-6712 Email: misty.michell@usda.gov</p>

- F. **NOTICES.** Communications affecting this MOU are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by email or fax to the Parties' Principal Contacts at the addresses in this MOU.
- G. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. **ENDORSEMENT.** Any of the Sheriff Office's contributions made under this MOU do not convey Forest Service endorsement of the Sheriff Office's activities.
- I. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated, and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes the Parties to obligate or transfer anything of value. Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreement and are contingent upon numerous factors, including, as applicable, but not limited to, agency availability of appropriated funds and other resources, cooperator availability of funds and other resources, agency and cooperator administrative and legal requirements (including agency authorization by statute, etc.). This MOU neither provides, nor meets these criteria. If the Parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then applicable criteria must be met. Additionally, under a prospective agreement, each Party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated

funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory or regulatory authority.

- J. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Sheriff's Office to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- K. U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- L. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. §552).
- M. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- N. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO). The U.S. Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).
- O. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Sheriff's Office is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows: "of the U.S. Forest Service, Department of Agriculture." The Sheriff's Office may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The Sheriff's Office is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

P. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The Sheriff's Office shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

Q. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Sheriff's Office shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: ***“This institution is an equal opportunity provider.”***

R. TERMINATION. Either of the Parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

S. DEBARMENT AND SUSPENSION. The Sheriff's Office shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Sheriff's Office or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

T. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

U. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through 5 years at which time it will expire.

V. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the Parties hereto have executed this MOU as of the last date written below.



TODD ROWELL, Sheriff
Mesa County Sheriff's Office

10-4-2021

Date

KENNETH PEARSON, Special Agent in Charge
U.S. Forest Service, Region 2

Date

The authority and format of this MOU have been reviewed and approved for signature.

Merna Fehlmann
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.