

Agreement Number: 8400-26-00XX

**GENERAL AGREEMENT
BETWEEN THE
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
LASSEN VOLCANIC NATIONAL PARK
AND THE
TEHAMA COUNTY SHERIFF'S OFFICE
TEHAMA COUNTY, CA**

This agreement is entered into by and between the National Park Service (hereinafter "NPS"), an agency of the United States Department of the Interior, acting through the Regional Director of the NPS, and the County of Tehama, California, Sheriff's Office (hereinafter "TCSO"), acting through the Tehama County Sheriff. Throughout this agreement the NPS and the TCSO may be referred to jointly as the "Parties."

ARTICLE I - BACKGROUND AND OBJECTIVES

The purpose of this agreement is to establish the terms and conditions under which the Parties will provide mutual law enforcement assistance and other emergency response (such as search and rescue operations) on federal land administered by the NPS within the Congressionally established boundaries of Lassen Volcanic National Park (hereinafter "Park") and within Tehama County.

The NPS administers the Park pursuant to the NPS Organic Act (see below) and is responsible "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." 54 U.S.C. § 102701(a)(1). The NPS is responsible for maintaining law and order and protecting persons and property within Lassen Volcanic National Park.

The Parties agree that it is in their mutual interests to enter into this agreement and will assist in protecting human life and property, responding to threats to human health and public safety and in the administration of the Park and Tehama County.

ARTICLE II - AUTHORITY

The National Park Service Organic Act, 54 U.S.C. § 100101 *et seq.* (including but not limited to §§ 101703, 101701, and 101711) and the NPS regulations at 36 C.F.R. Parts 1-7.

California Penal Code § 830.8.

ARTICLE III - STATEMENT OF AGREEMENT

The Parties agree to the following:

- A. Law Enforcement and other Emergency Response on NPS administered lands within the boundaries of the Park:
 - 1. Commissioned NPS Law Enforcement Officers (NPS Officers) shall enforce all applicable federal laws within the Park.
 - 2. In the course of their official duties, NPS Officers may enforce state laws and county ordinances on NPS administered lands within the exclusive and concurrent jurisdiction of the United States located within Tehama County, California.
 - 3. As between the Parties, the NPS shall be the lead in responding to violations of state law or county ordinances on NPS exclusive jurisdiction lands within the Park located within Tehama County. If the NPS does not have sufficient personnel or other resources to do so, then the NPS shall promptly request assistance from the TCSO and the TCSO shall provide such assistance to the extent that it is able to do so.
 - 4. If an incident that occurs within the Park located within the area of concurrent jurisdiction is a violation of both federal and state law, then the NPS shall determine, after consulting with the United States Attorney's Office and the TCSO, whether the violation should be prosecuted through the federal or state system. In areas of concurrent jurisdiction, TCSO will reserve the first right of refusal for any state law.
 - 5. As between the parties, the NPS shall be primarily responsible for responding to other emergencies that do not involve arrests, detentions, or law enforcement stops (such as natural disasters or search and rescue operations) operations within the Park located within Tehama County. If the NPS does not have sufficient personnel or other resources to do so, then the NPS shall promptly request assistance from the TCSO and the TCSO will provide such assistance to the extent that it is able to do so.

- B. Emergency Law Enforcement Assistance and Other Emergency Response outside the boundaries of the Park or on non-NPS Administered lands within the boundary of the Park ("non-NPS lands"):

1. For purposes of this Agreement, “emergency law enforcement assistance” covers those situations involving arrests, detentions, or law enforcement stops; “other emergency response” are those situations where NPS personnel, including NPS Officers, provide assistance that does not involve arrests, detentions, or law enforcement stops.
2. For purposes of this Agreement, for emergency law enforcement assistance, an emergency is an immediate, serious threat to public health, safety, or property, including but not limited to the following:
 - a. Life or death incidents, accidents or incidents involving a serious injury or fatality, crime scenes involving the protection of human life, officer in trouble, and threats to health or safety of the public;
 - b. Incidents directly affecting the safety of visitors to Park or protection of resources owned or managed by the NPS;
 - c. Probable cause felonies and felonies committed in the presence of the NPS Officer; or
 - d. Misdemeanors committed in the presence of a NPS Officer that pose an immediate threat to public health, safety, or property.
3. Upon receiving an official request from the TCSO, the NPS shall render emergency law enforcement assistance (in those situations described above) or other emergency responses to the TCSO outside of the boundaries of the Park or on non-NPS administered lands within the Park whenever possible. TCSO shall direct such requests to the NPS Chief Ranger or his/her designee. This may be done via county dispatch or directly by any county law enforcement personnel.
4. The NPS may render emergency law enforcement assistance to TCSO outside the boundaries of the Park or on non-NPS lands within the Park in those situations where an NPS Officer, while in the course of his/her official duties, observes an emergency situation (as defined in section II.B.2 above) within Tehama County; however, in no situations will NPS Officers be requested or allowed to routinely patrol outside of the Park or on non-NPS administered lands within the Park. In such situations, the NPS Officer may take appropriate initial action to secure and manage the scene. The NPS shall immediately notify the TCSO of the emergency. Upon arrival of the first TCSO officer on the scene, the NPS Officer shall relinquish control to the TCSO officer; however, upon request the NPS Officer may assist the TCSO officer for the duration of the emergency incident.
5. The NPS shall render assistance only until such time as the TCSO has enough

resources on the scene to adequately control the emergency or until the emergency no longer exists, whichever comes first.

6. The on-scene commanding officer of the TCSO shall be in command of all officers, including NPS Officers who are rendering emergency law enforcement assistance; provided that the TCSO on-scene commander shall exercise command of NPS Officers only through the highest ranking NPS Officer on the scene, which individual shall be identified by the NPS.
7. At any time, the NPS Chief Ranger or his/her designee may decide to withdraw emergency law enforcement assistance outside of the boundaries of the Park or on non-NPS lands within the Park.
8. Only NPS Officers who meet the requirements of CA Penal Code Section 830.8 and are identified by the Chief Ranger of the Park pursuant to this General Agreement may render emergency law enforcement assistance under this Agreement.
9. NPS Officers rendering emergency assistance to the TCSO pursuant to this Agreement shall wear an approved NPS uniform or, if approved by the NPS Chief Ranger or his or 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.
10. NPS Officers rendering emergency assistance to the TCSO pursuant to this Agreement shall be deemed to be acting within the scope of their federal employment. Under no circumstances shall NPS Officers be deemed to be "borrowed servants" of the TCSO.

C. Law Enforcement and other Emergency Response within the Boundaries of the Park

1. If the NPS does not have sufficient personnel or other resources to respond to an emergency within the exclusive maritime and territorial jurisdiction of the Park, within Tehama County, the NPS may request assistance from the TCSO and the TCSO shall provide such assistance to the extent that it is able to do so. Any such request for assistance shall be made by either the Superintendent or the Chief Ranger of the Park and shall include the reason for the request and the scope of the request (purpose or need, location and time period).
2. Only TCSO officers who have been designated special police officers pursuant to 54 USC § 102701(b)(1) may respond on behalf of TCSO for emergency law

enforcement assistance requested by the NPS. Only officers of TCSO who meet the requirements for law enforcement officer or peace officer status—including training, officer standards and firearms qualifications—may be designated as special police officers by the NPS with concurrence from the Deputy Chief of Operations (DCOP).

3. TCSO officers who have been designated special police officers by the NPS DCOP shall wear the uniform of TCSO; shall not be deemed federal employees (except as set out in 54 USC § 102701(b)(4)); and shall follow NPS policy and procedures, including reporting requirements for any incidents.
4. The TCSO shall render assistance only until such time as the NPS has enough resources on the scene to adequately control the emergency (described in the request for assistance) or until the emergency no longer exists, whichever comes first.
5. The on-scene commanding officer for the NPS shall be in command of all officers, including personnel from the TCSO who have been designated NPS Special Police Officers and are rendering supplemental emergency law enforcement assistance within the Park; provided that the NPS on-scene commander shall exercise command of TCSO officers only through the highest ranking TCSO Officer on the scene, who shall be identified to the NPS.
6. At any time the TCSO or his/her designee may decide to withdraw emergency law enforcement assistance to the NPS within the Park.
7. The NPS shall be responsible for responding to other emergencies (such as natural disasters or search and rescue operations) within the Park. If the NPS does not have sufficient personnel or other resources to do so, then the NPS may request assistance from the TCSO, and the TCSO, to the extent that it is able to do so, will provide such assistance.

D. The parties further agree as follows:

1. The Parties will exercise their best efforts to perform their responsibilities under this agreement in a timely and professional manner. However, nothing in this agreement is intended to restrict either Party's lawful discretion to act (or not to act) in the manner it deems most appropriate in a particular situation.
2. Each Party will bear its own costs for furnishing services under this agreement, and neither Party will claim reimbursement for those costs from the other.

3. Nothing in this agreement will 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.
4. 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 will 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). Notwithstanding the foregoing, the Parties will cooperate with each other, to the maximum extent practicable in the investigation and defense of any claim, demand, or cause of action filed by a third party arising out of or resulting from activities under this agreement.
5. To the maximum extent possible under their respective legal authorities, the Parties shall cooperate in the investigation or prosecution of any violation of federal or state law within the Park and within Tehama County.

ARTICLE IV - TERM OF AGREEMENT

This agreement will be effective for a period of ten (10) years after the date of final signature, unless it is terminated earlier by one of the Parties pursuant to article VIII below. The Agreement shall be reviewed periodically but at least within five (5) years after the date of final signature. At the conclusion of the initial ten-year term, this agreement may be extended or renewed by written agreement of the Parties.

ARTICLE V - KEY OFFICIALS

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

For the NPS:

Superintendent, Lassen Volcanic National Park
38050 Highway 36 E
Mineral, California 96063

Chief Ranger, Lassen Volcanic National Park
38050 Highway 36 E
Mineral, California 96063

For the Tehama County Sheriff:

Tehama County Sheriff
22840 Antelope Blvd,
Red Bluff, California 96080

ARTICLE VI - 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 TCSO shall be used and disposed of as set forth in the NPS Property Management Regulations.

ARTICLE VII - REPORTS AND/OR OTHER DELIVERABLES

Upon request and to the 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 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. Public Information: The Parties will consult and coordinate with each other before releasing any information to the public. Each party must obtain prior approval from the other party for any public information release that refers to the other party, any employee of the other party (by name or title), or this agreement. The specific text, layout, photographs, etc. of the proposed release must be submitted with the request for approval.

ARTICLE X - 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

Regional Director, Interior Regions 8,9,10 &12

Date

FOR THE TEHAMA COUNTY SHERIFF'S OFFICE

Dave Kain

Tehama County Sheriff

Date

ATTACHEMENT A TO GENERAL AGREEMENT BETWEEN THE NPS AND TEHAMA COUNTY, TCSO Standard Operating Procedure

A. Request for law enforcement and other emergency response within the boundaries of the Parks exclusive jurisdiction.

1. Requests made through TCSO dispatch or through Lassen National Park Dispatch will represent a formal request within the appropriate chain of command and will convey that the responding units are acting within their scope of employment.
2. In the event of an emergency law enforcement need, not broadcast through TCSO dispatch or Lassen National Park Dispatch the responding units will notify their respective dispatch of their response and to notify the Park.
3. A response into the exclusive jurisdiction of Lassen Volcanic National Park will be documented and provided to NPS law enforcement rangers when requested.
4. In the event of a “officer needs emergency assistance” call through local radio channel is received or intercepted, responding units will notify their respective dispatch if possible but will not delay response.

B. Request for law enforcement and other emergency response by NPS law enforcement officers outside of the Park.

1. Requests made through TCSO dispatch or through Lassen National Park Dispatch will represent a formal request within the appropriate chain of command and will convey that the responding units are acting within their scope of employment.
2. In the event of an emergency law enforcement need, not broadcast through TCSO dispatch or Lassen National Park Dispatch the responding units will notify their respective dispatch of their response and to notify the TCSO.
3. A response outside of the Park at the request of TCSO will be documented and provided to TCSO when requested.
4. In the event of a “officer needs emergency assistance” call through local radio channel is received or intercepted, responding units will notify their respective dispatch if possible but will not delay response.

C. Enforcement of part 1 crimes in the concurrent jurisdiction of the Park

1. TCSO will reserve the first right of refusal on all part 1 crimes, as defined by Federal Bureau of Investigation within the Concurrent Jurisdiction of the Park.
2. TCSO will be the lead agency on Crimes involving juvenile offenders within the Concurrent Jurisdiction of the Park.
3. Other state crimes depending on severity or complexity will be discussed by the Park law enforcement officer and TCSO

EXHIBIT 1: Jurisdictional Maps

EXHIBIT 2: Resolution of Cession of Concurrent Criminal Legislative Jurisdiction