



**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**WEBER COUNTY SHERIFF'S OFFICE**  
**And The**  
**USDA FOREST SERVICE**  
**LAW ENFORCEMENT AND**  
**INVESTIGATIONS**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Weber County Sheriff's Office, hereinafter referred to as "WCSO," and the USDA Forest Service, Law Enforcement and Investigations (LEI) here in after referred to as the "USDA".

Title: Weber County Sheriff's Office Concurrent Law Enforcement Authority

**I. PURPOSE:**

The purpose of this MOU is to document the cooperative agreement between the parties to establish a general framework to further mutual law enforcement interests. 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 advantageous, and in the best interest of the public to deputize U.S. Forest Service Law Enforcement Officers and/or Special Agents, hereinafter referred to as Law Enforcement Officers (LEOs), for the purpose of enforcing the laws under the jurisdiction of the WCSO, in accordance with the following provisions.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

USDA with WCSO by accepting law enforcement designation for the purpose of cooperating in the investigation and enforcement of any State law or ordinance is mutually beneficial to the National Forest System and the WCSO (16 U.S.C. Sections 551a, 553, 559d(5) and 559g(c)).

Designated USDA LEOs shall have law enforcement authority to conduct initial law enforcement actions within the WCSO jurisdiction. This authority includes initiating law enforcement action including issuance of State citations or written warnings, making arrests, or any other constitutionally approved actions within the authority and jurisdiction of the WCSO.

The WCSO, by conferring their law enforcement authorities to USDA LEOs, 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 granting concurrent law enforcement authority to certain USDA LEOs will



increase protection of the public and property and is beneficial, economical and advantageous, and in the best interest of the public.

### **III. WCSO SHALL:**

- A. Ensure that USDA LEOs granted concurrent law enforcement authority by the WCSO have met all the Utah State law requirements. The WCSO will establish training requirements for designated USDA LEOs in accordance with State Law.
- B. Provide required State or county training to USDA LEOs.
- C. Provide in writing to the USDA Forest Service Special Agent in Charge, a list of USDA LEOs granted concurrent law enforcement authority and authorized to enforce State and local laws within Weber County while in the performance of their federal law enforcement duties, or where a specific need for law enforcement assistance or investigative support has been identified, or where a need for initial law enforcement action for a violation in progress exists.
- D. Comply with and meet the requirements of Utah Code Sections 53-13-106(1)(d)(ii) and (iii), 53-13-106.9, and 53-13-106.10 and regularly review the duties and activities of the USDA LEOs acting within the jurisdictional area of the WCSO to ensure that they are acting in compliance with state law and that all officers are properly trained.
- E. Provide access and use of correctional and communication facilities and equipment to the USDA LEOs.

### **IV. THE USDA FOREST SERVICE SHALL:**

- A. Submit a list of USDA LEOs to the WCSO to be considered for the granting of concurrent law enforcement authority by WCSO. The LEO will provide the WCSO with personal information or documentation WCSO may need to authorize that officer to enforce State and local laws within Weber County. Designated USDA LEOs will meet training requirements set by the WCSO in accordance with State Law.
- B. Upon request, provide the WCSO with documentation that the LEO being granted concurrent law enforcement authority has been certified as a federal officer, and is authorized by federal law to enforce federal laws, carry firearms, make arrests, and serve warrants.
- C. Report to the Sheriff or his representative all law enforcement actions taken pursuant to this MOU in a timely manner. Follow correct procedures and submit the required documentation on the correct form(s) to the WCSO.



**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. USDA LEOs will remain under the supervision of the USDA Forest Service, which shall be responsible for the actions of its officers and any issues or problems arising from the actions of its officers in accordance with federal laws.
- B. Weber County Deputies will remain under the supervision of Weber County, which shall be responsible for the actions of its deputies and any issues or problems arising from the actions of its deputies in accordance with state laws.
- C. USDA LEOs shall not be considered as coming within the scope of Weber County Sheriff's Office employment, and none of the benefits of WCSO employment will be conferred to USDA LEO under this MOU.
- D. At any time, the Sheriff may withdraw State law enforcement authority from the individual USDA LEO by sending written notice to that Officer and the USDA Forest Service Special Agent in Charge.
- E. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this MOU.

**Principal WCSO Contacts:**

<b>WCSO Program Contact</b>	<b>WCSO Administrative Contact</b>
Ryan Arbon Sheriff Weber County Sheriff's Office 721 West 12 <sup>th</sup> Street Ogden, Utah 84404 Telephone: (801) 778-6622 FAX: (801) 778-6629 Email: <a href="mailto:rarbon@co.weber.ut.us">rarbon@co.weber.ut.us</a>	Aaron Perry Chief Deputy Weber County Sheriff's Office 721 West 12 <sup>th</sup> Street Ogden, Utah 84404 Telephone: (801) 778-6707 FAX: (801) 778-6629 Email: <a href="mailto:aperry@co.weber.ut.us">aperry@co.weber.ut.us</a>

**Principal USDA Forest Service Contacts:**

<b>USDA Forest Service Program Manager Contact</b>	<b>USDA Forest Service Administrative Contact</b>
Scott Harris Region 4 Special Agent in Charge U.S. Forest Service Intermountain Region 324 25 <sup>th</sup> Street Ogden, Utah 84401-2310 Telephone: (801) 625-5324 FAX: (801) 625-5225 Email: <a href="mailto:scott.harris@usda.gov">scott.harris@usda.gov</a>	Martin Budzynski Patrol Captain U.S. Forest Service Uinta-Wasatch-Cache National Forest 857 West South Jordan Parkway South Jordan, Utah 84138 Telephone: (801) 999-2116 FAX: (801) 253-8138 Email: <a href="mailto:martin.budzynski@usda.gov">martin.budzynski@usda.gov</a>



- F. NOTICES. Any communications affecting the operations covered by this agreement given by the USDA or WCSO is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the USDA Forest Service Program Manager, at the address specified in the MOU.

To the Sheriff, at WCSO's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- G. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the USDA or WCSO from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. ENDORSEMENT. Any of WCSO's contributions made under this MOU do not by direct reference or implication convey USDA endorsement of WCSO's products or activities.
- I. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at 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 any of 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 agreements 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 the 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 and regulatory authority.



- J. USE OF USDA FOREST SERVICE INSIGNIA. In order for WCSO to use the USDA Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the USDA 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. MEMBERS OF 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 MOU, or benefits that may arise there from, 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," 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 by 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. PUBLIC NOTICES. It is the USDA Forest Service's policy to inform the public as fully as possible of its programs and activities. WCSO is encouraged to give public notice of the receipt of this MOU and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Law Enforcement and Investigations of the USDA Forest Service", agree that it is mutually beneficial for both the USDA Forest Service and the Weber County Sheriff's Office to work together for the best interest of the public."

WCSO may call on the USDA Forest Service's Office of Communication for advice regarding public notices. WCSO is requested to provide copies of notices or announcements to the USDA Forest Service Program Manager and to the USDA Forest Service's Office of Communications as far in advance of release as possible.



O. USDA FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. WCSO shall acknowledge USDA Forest Service supply in any publications, audiovisuals, and electronic media developed as a result of this MOU.

P. NONDISCRIMINATION STATEMENT-PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. WCSO 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."*

Q. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

R. DEBARMENT AND SUSPENSION. WCSO shall immediately inform the USDA 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 WCSO or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the USDA Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

S. 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.

T. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through **April 28, 2024** at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

U. 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.

**RYAN ARBON**  
**Sheriff**  
**Weber County Sheriff's Office**

*May 2, 2022*  
Date

\_\_\_\_\_  
**SCOTT JENKINS**  
**Weber County Commissioner**

Date

\_\_\_\_\_  
**SCOTT HARRIS**  
**Special Agent in Charge**  
**USDA Forest Service**  
**Region 4 Law Enforcement and Investigation**

Date