

GENERAL AGREEMENT
BETWEEN
CITY OF ~~NOME~~KOTZEBUE POLICE
DEPARTMENT
AND
BERING LAND BRIDGE NATIONAL PRESERVE

PURPOSE:

This General Agreement is made and entered into by and between the City of ~~Kotzebue~~-Nome Police Department and the National Park Service (NPS), ~~Western Arctic National Parklands (WEAR)~~Bering Land Bridge National Preserve (BELA), to formalize the existing spirit of cooperation between these two law enforcement service providers. In addition, this agreement will form the framework for the development of relationships and communications necessary for the management of responses to emerging events of mutual concern or interest.

SCOPE:

The conditions, stipulations, or requirements established in this document are for management of cooperative activities of the NPS Law Enforcement Officers (LE Rangers) and the Officers of the ~~Kotzebue Nome~~ Nome Police Department (Police Officers) within the City of ~~Kotzebue~~-Nome and within the areas ~~managed as Western Arctic National Parklands~~managed as Bering Land Bridge National Preserve. ~~Nothing in this agreement is intended to diminish or circumvent the powers and authorities of other law enforcement agencies with jurisdiction or control of lands located within Western Arctic National Parklands~~Nothing in this agreement is intended to diminish or circumvent the powers and authorities of other law enforcement agencies with jurisdiction or control of lands located within Bering Land Bridge National Preserve, or the City of Nome~~Kotzebue~~.

AUTHORITY:

Pursuant to 54 USC 102711, the National Park Service is authorized to enter into agreements to render emergency law enforcement assistance to nearby law enforcement agencies outside of units of the National Park system. ~~The~~ ~~Kotzebue~~-~~Nome~~ Nome Police Department, pursuant to statutory authority vested in the City of ~~Nome~~Nome~~Kotzebue~~ as an incorporated municipality, is also authorized to enter into agreements ~~to render~~to render emergency assistance to nearby law enforcement agencies.

WHEREAS, THE PARTIES RECOGNIZE THE FOLLOWING CONDITIONS AND RESPONSIBILITIES:

1. The Chief of Police/~~Kotzebue~~-Nome Police Department, has jurisdiction and responsibility to administer and enforce the laws of the State of Alaska and the City of ~~Kotzebue~~-Nome on lands within the City; and
2. The ~~WEAR~~-BELA Superintendent, under the laws of the United States, has the authority and responsibility to manage and protect park lands and resources, to maintain law and order, and to protect persons and property on those Federal lands within the boundaries of ~~Western Arctic National Parklands~~Bering Land Bridge National Preserve; and
3. Both parties desire to provide mutual aid and assistance during law enforcement emergencies which may temporarily overwhelm the resources of either agency; and
- 3.

4. ~~Western Arctic National Parklands~~ Bering Land Bridge National Preserve has owned
or leased properties within the __
__ City of Nome ~~Kotzebue~~.

NOW, THEREFORE, BOTH PARTIES AGREE:

1. To respond to requests for emergency law enforcement assistance when resources and equipment are available. For the purposes of this Agreement, an emergency is an immediate, serious threat to public health, safety, or property, including but not limited to:

- Life or death incidents
- Accidents or incidents involving a serious injury or fatality
- Crime scenes involving the protection of human life
- Officer in trouble

Requests for emergency law enforcement assistance should be routed through the respective communication centers when feasible, or by other means.

~~1. To respond to requests for emergency assistance when resources and equipment are available.~~

Emergency assistance for this agreement include:

- a. ~~Emergency responses such as life or death incidents, serious injury/fatality—accident/incident scenes, crime scenes involving the protection of human life, officer in—trouble and threats to health or safety of the public.~~
- b. ~~Emergency or law enforcement incidents directly affecting visitor safety or resource—protection.~~
- c. ~~Probably cause felonies and felonies committed in the presence and observed by—commissioned employees~~
- d. ~~Misdemeanors committed in the presene of commissioned emplouees that present an—immediate threat to the health and safety of the public.~~

~~Requests for emergency assistance should be routed through the respective communication centers when feasible, or by other means.~~

2. ~~Western Arctic National Parklands~~Bering Land Bridge National Preserve shall have primary responsibility for investigations and prosecution for violations of Title 36 of the Code of Federal Regulations, misdemeanors, applicable federal felonies, crimes against U.S. Government property (real or personal), and Assault on a Federal Officer within their jurisdiction, or where deemed applicable within the City of ~~Nome~~Kotzebue.
3. ~~Kotzebue~~Nome PD shall have primary responsibility for investigations and prosecution for ~~all~~ felonies as defined by Alaska Law except those included in paragraph 2 above.
4. ~~Kotzebue~~Nome PD shall have primary responsibility for the handling of juveniles except those where paragraph 2 above is applicable.

Per agency policy, all deaths on NPS property within the City of ~~Kotzebue~~Nome shall be concurrently investigated for criminal and civil purposes by ~~Kotzebue~~Nome PD and the National Park Service. ~~Kotzebue~~Nome PD shall have primary responsibility for criminal

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investigations involving fatalities within their respective jurisdiction. ~~KotzebueNome~~ PD shall be responsible for notification of the Medical Examiner, ~~Nome~~. ~~Kotzebue~~ PPD shall notify next of kin in most death situations. If the death involves a ~~Federal~~ federal employee or a foreign national dignitary, the National Park Service will notify next of kin.

5. ~~Inasmuch as most violations that are the primary responsibility of KotzebueNome PD on NPS owned/leased properties within the City of KotzebueNome are discovered by or reported to LERangers, the LE Ranger, or the Alaska Regional Communications Center, or by other means, will notify KotzebueNome PD communications center promptly of such violations. In emergency situations, NPS commissioned law enforcement officers will take immediate initial actions relative to these violations pending the arrival of KotzebueNome PD, who may assume complete responsibility for the investigation to its conclusion, and NPS commissioned law enforcement officers may assist KotzebueNome PD to the extent of available resources. If KotzebueNome PD elects not to assume investigative responsibility for the case, the NPS may proceed if jurisdictional authority permits. KotzebueNome PD shall notify the NPS of any crime occurring on NPS owned/leased properties within the City of KotzebueNome for which they will assume responsibility. This notification will occur via communication center to communication center (radio or telephone), Senior Law Enforcement Officer (SLEO) to SLEO, or in person depending upon the exigency and the security requirements of the mission. Reports, search and arrest warrants, or other matters of mutual interest will be coordinated and exchanged.~~

5.

6. If in the absence of the "primary" agency, a Police Officer or LE Ranger observes violations of law so egregious as to require immediate action and intervention in order to safeguard life or protect property, *i.e.*, incidents of an emergency nature, they may initiate actions as necessary in order to stop the egregious act until such time as members of the "primary" agency have arrived to assume command and control of the incident; and

(Examples of egregious incidents would include acts of violence, robberies, driving under the influence of intoxicants, and criminal damage to property or resources).

7. Any action initiated under the criteria of Section 2 (above) will immediately be reported to the respective communication centers for the assignment and coordination of additional responding units.

IN ADDITION, BOTH PARTIES FURTHER UNDERSTAND AND AGREE THAT:

~~All emergency law enforcement actions taken, as approved by this Agreement, will be~~

1. All emergency law enforcement actions taken, as approved by this Agreement, will be considered to the extent allowed by law as being within the scope of employment, and the LE Ranger or Police Officer will remain under the administration and control of their respective agency.
2. The cost of furnishing law enforcement mutual aid and assistance services shall be borne by the agency furnishing the service and no claims for reimbursement shall be made upon the other.

3. Emergency law enforcement assistance may only be provided by "on duty" law enforcement personnel.
4. At all times while rendering emergency law enforcement assistance LE Rangers or Police Officers shall remain under the authority and control of their supervisors.
5. LE Rangers will be subject to the policy, regulations, and law of the Federal Government while rendering emergency law enforcement assistance and will conform to state and local procedures when there is no contradiction of Federal Policy, regulation, or law.
6. The City of ~~Kotzebue~~ Nome shall indemnify, defend, ~~save~~ save, and hold harmless, at its sole cost and expense, NPS and its respective officers, agents and employees from all losses sustained on account of any suit, judgment, execution, claim or demand, whatsoever, resulting from the City's own acts, omissions or negligence arising out of or related to City provided services under this Agreement. To the extent authorized by applicable federal law, including the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C. §§ 2671-80 (2018), the NPS will be liable for the negligent or wrongful acts or omissions of its officers or employees while acting within the scope of their office or employment. The NPS's commitment to pay any lawful obligation or liability incurred by the NPS under this agreement is backed by the full faith and credit of the United States.

~~6.~~

~~7.~~ As a result of this Agreement, LE Rangers or Police Officers shall not under any circumstances be considered employees of the other agency.

~~7.~~

~~8.~~ Kotzebue PD may provide police officer status to Type I NPS Law Enforcement Personnel who can meet the equivalent qualification standards. Such designation will be subject to concurrence by the parties through a written agreement, outlining the level and extent of assistance outside the normal authorities of the NPS Law Enforcement Ranger.

~~9.~~ The responsibilities as established in the above paragraphs may be reversed in any individual case with approval of the NPS SLEO and Kotzebue PD SLEO.

~~10.~~ ~~8.~~ This Agreement does not create any substantive or procedural right or benefit, civil or criminal, in favor of any person or entity not a party hereto, nor does it create a duty to respond not otherwise imposed by law. Failure to follow the provisions of this Agreement shall not, of itself, constitute a defense, grounds for suppression of evidence, or basis for dismissal of any criminal action.

This Agreement may be amended only by mutual agreement of the parties. The Agreement may be terminated by mutual agreement or by either party upon sixty (60) day notice in writing to the other party. The term of this Agreement will run for a period of five (5) years.

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This General Agreement is to be executed this _____ day of _____, 2022.

Chief of Police, City of ~~Kotzebue~~Nome

Chief Ranger, ~~Western Arctic National Parklands-~~
Bering Land Bridge National Preserve

Attorney, City of ~~Kotzebue~~Nome

Superintendent, ~~Western Arctic National~~
~~Parklands~~Bering Land Bridge National Preserve

City Manager, City of ~~Kotzebue~~Nome

Regional Director, NPS R-11 Alaska