

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BUREAU OF LAND MANAGEMENT
AND THE
DELTA COUNTY SHERIFF**

I. PURPOSE

This Memorandum of Understanding (MOU) provides for the increased protection of persons and property on the public lands and roads administered by the United States Department of the Interior, Bureau of Land Management (BLM), through cooperation between the Delta County Sheriff and the BLM.

II. AUTHORITY

This Memorandum of Understanding (MOU) is made and entered into under the provisions and terms of the Federal Land Policy and Management Act of 1976, P.L. 94-579, (90 Stat. 2763; 43 U.S.C. 1733); that provides specific authority to the Secretary of the Interior to assist local law enforcement officials in enforcing local laws and regulations as the primary responsibility of assuring adequate law enforcement for the public land areas and resources under their jurisdiction of the United States Department of the Interior, Bureau of Land Management.

III. STATEMENT OF MUTUAL INTEREST AND MUTUAL BENEFITS

The Bureau of Land Management, hereinafter referred to as the BLM, has the responsibility for the protection and management of approximately 8.3 million acres of public lands and their resources within the State of Colorado. BLM recognizes that the public use of lands, which are usually located in remote and sparsely populated areas, are perfect opportunities for illegal activities. To ensure that the public and natural resources in those areas are protected, it is necessary to receive assistance by entering into an agreement with local law enforcement organization.

The Delta County law enforcement official, hereinafter referred to as the Sheriff, has the authority and duty to enforce state statutes, laws and regulations for the State of Colorado, including those lands, waters, trails and roads administered by BLM located in said County. BLM recognizes the limited certification law enforcement manpower available to the Sheriff to carry out this agreement in addition to his/her mandated and existing law enforcement workload responsibilities.

IV. OPERATIONS AGREEMENT

In order to provide for more adequate protection of the public, its property, and its natural resources on the public lands within Delta County:

A. The SHERIFF AGREES:

1. To Continue to enforce applicable county regulations, state laws and statues on the public lands, waters, trails and roads administered by BLM within the normal scope of their duties to the extent of their current financial and manpower resources without reimbursement by BLM, unless funding becomes available.
2. To use only sworn law enforcement personnel who are employees of the Sheriff who have been certified as meeting the minimum standards set by the Colorado Police Officers Standardized Training (POST).
3. To allow BLM Law Enforcement Personnel to operate on the Sheriff's radio frequencies to report emergencies, request assistance, and or to coordinate enforcement activities with Sheriff's personnel.
4. That sworn officers and/or agents of the Sheriff performing services under this agreement in enforcing state and local laws are, and will remain under the supervision, authority and responsibility of the Sheriff.
5. Any services provided under the terms of this agreement will not be considered as coming within the scope of Federal employment nor will any of the benefits of Federal employment be conferred under this agreement.

B. The BLM AGREES:

1. To enforce Federal laws, rules and regulations as they apply to public lands.
2. To provide support and cooperate with the Sheriff in the enforcement of state and local laws on the public lands and roads administered by the BLM
3. To respond to requests for assistance for other operational issues and incidents from the Delta County Sheriff's Office.
4. To arrest, transport and release to an available Delta County Sheriff's Deputy, when requested or after attempting to have the Sheriff's Office transport, any person having an active warrant for his/her arrest for which a warrant abstract can be obtained by the Delta County Sheriff's Office.


This shall be accomplished in accordance with policies and procedure of the Sheriff.

5. To detain persons suspected of state law, or county ordinance violations and any witnesses to those violations, and to protect any related crime scene, pending arrival of the state or local agency having primary jurisdiction.
6. That Ranger and/or Special Agents of the BLM performing services under this agreement will remain under the supervision, authority and responsibility of the BLM.

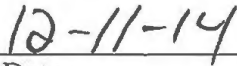
V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES

- A. Neither party shall be liable to the other nor to its agents or employees for any loss, damage, personal injury, or death occurring in consequence of the performance of this MOU, except as provided herein.
- B. No member of, or delegate to Congress, or State Official, shall be admitted to any share or part of this MOU, or any benefit that may arise there from.
- C. During the performance of this MOU, the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, age, disability, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age, disability, or national origin.
- D. This MOU shall be effective from the date of execution and shall remain in effect for five years, unless terminated with a 60-day written notice from either party to the other party. This MOU may be modified or amended upon written request of either party and written concurrence of the other party.

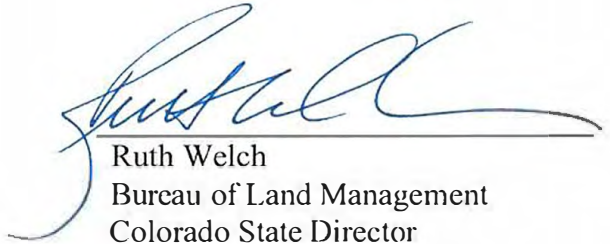
VI. APPROVED



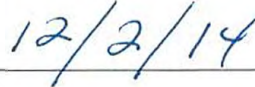
Fred McKee
Delta County Sheriff



Date



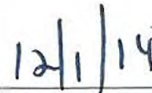
Ruth Welch
Bureau of Land Management
Colorado State Director



Date



Gary Mannino
Bureau of Land Management
Region 4 Special Agent-in-Charge



Date