

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BUREAU OF LAND MANAGEMENT
COLORADO STATE OFFICE
AND THE
MESA 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 Mesa County Sheriff and the BLM.

Both parties desire to cooperate in law enforcement and agree that such cooperation will result in both a reduction in response time and cost to the public, and will promote the welfare, safety, and enjoyment of visitors and residents by establishing a consistent and uniform application of enforcement through the most efficient utilization of resources where they exist and are in place, thereby eliminating unnecessary and/or conflicting duplication of effort, and facilitating respective agency missions and responsibilities.

II. AUTHORITY

A. Bureau of Land Management

Section 303(d) of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1733(d)) provides that, in connection with the administration and regulation of the use and occupancy of the public lands, the Secretary is authorized to cooperate with the regulatory and law enforcement officials of any State or political subdivision thereof in the enforcement of the laws or ordinances of such State or subdivision.

B. Mesa County Sheriff

Title 16 Colorado Revised Statute (CRS) section 16-2.5-103(1) grants the Sheriff authority to administer and enforce the laws of the State of Colorado and ordinances duly enacted by the County Commission of Mesa County.

Title 24 CRS section 24-33.5-707(10)(a), grants the sheriff of each county the responsibility for coordination of all search and rescue operations within the sheriff's jurisdiction; and (b) make use of the search and rescue capability and resources available within the county.

Title 30 CRS section 30-10-516, states that the Sheriff may command aid. It is the duty of the sheriffs, undersheriffs, and deputies to keep and preserve the peace in their respective counties, and to quiet and suppress all affrays, riots, and

unlawful assemblies and insurrections. For that purpose, and for the service of process in civil or criminal cases and in apprehending or securing any persons for felony or breach of the peace, they, and every coroner, may call to their aid such persons of their county as they may deem necessary. BLM officers thus must render emergency law enforcement assistance when commanded. The BLM may also provide other types of emergency assistance to the Sheriff, such as traffic control, when requested to do so. However, the parties understand and agree that BLM LEOs are empowered to enforce CRS only under the circumstances described in **CRS section 16-3-110(1)(b) & (2)**.

III. DEFINITIONS

- A. Public Lands – Means any land and interest in land owned by the United States within the several States and administered by the Secretary of the Interior, through the BLM without regard to how the United States acquired ownership, except:
 - 1. Lands located on the outer Continental Shelf
 - 2. Lands held for the benefit of Indians, Aleuts, and Eskimos. 43 U.S.C, 1702 (e)
- B. Law Enforcement Officer (LEO) – Law Enforcement Rangers and Special Agents employed by the BLM who have been delegated law enforcement authority by the Director, BLM.
- C. State Director – The State Director, BLM, Eastern States
- D. Special Agent-in-Charge (SAC) – BLM Regional Special Agent-in-Charge for the Office of Law Enforcement and Security, Region 4.

IV. PROCEDURES

- A. The Mesa County Sheriff has the authority to enforce State and Local laws for the State of Colorado on such public lands administered by the BLM that lie within the confines of Mesa County and is limited as to the amount of protection, patrol, and investigation that can be provided on those public lands, waters, roads, and trails administered by the BLM within Mesa County, Colorado.
- B. The State Director, SAC, and the Mesa County Sheriff hereby mutually agree that it is desirable to cooperate and collaborate in better utilizing the resources of both agencies while providing for more adequate protection of persons and property on the public lands as follows:
 - 1. The Mesa County Sheriff agrees to continue to enforce the civil and criminal laws of Mesa County on the public lands, waters, roads, and trails

administered by the BLM within the normal scope of duty to the extent of current financial and manpower resources without reimbursement by the BLM.

2. The BLM agrees, within the availability of funds and established federal regulations and policies, to enforce the authorized Federal laws and regulations pertaining to the public lands administered by the BLM, and state and local laws in connection with their duties in the administration and regulation of the use and occupancy of the public lands as defined herein.
3. The BLM agrees to respond to requests for assistance for other operational issues and incidents from the Mesa County Sheriff.
4. The BLM agrees to contact the Mesa County Sheriff when a person having an active warrant for his or her arrest for which a warrant abstract can be obtained by the Sheriff is contacted by BLM Law Enforcement. When requested by the Mesa County Sheriff, the BLM agrees to arrest and transport persons having an active warrant for his or her arrest for which a warrant abstract can be obtained by the Sheriff. This shall be accomplished in accordance with policies and procedures of the Mesa County Sheriff.
5. The BLM agrees to detain persons suspected of violating Colorado State laws, Mesa County regulations or Mesa County ordinances, any witnesses to those violations, and to protect any related crime scene, pending arrival of the state or local agency having primary jurisdiction.
6. The Mesa County Sheriff and the BLM mutually agree to provide the maximum cooperation, assistance, and coordination possible, within the availability of funds and established laws, regulations, and policies governing the respective agencies that will assure the protection of persons and property on the public lands, waters, roads, and trails administered by the BLM within the confines of Mesa County.


V. SCOPE AND CONDITIONS

- 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. BLM LEOs will remain under the supervision and responsibility of the BLM. The BLM LEOs shall not be considered as coming within the scope of the Mesa

County Sheriff employment and none of the benefits of Mesa County Sheriff will be conferred under this MOU.

- D. 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.
- E. Each party will furnish written information necessary for mutual enforcement operations.
- F. Any issues which cannot be reconciled between the Mesa County Sheriff and the BLM or any issue that affects either party's performance under this MOU shall be referred to the SAC. The SAC will be responsible for coordinating with the appropriate officials to mutually resolve any issue.
- G. Nothing in this MOU will be construed as affecting the authorities of either party or as binding beyond their respective authorities.
- H. Nothing in this MOU shall obligate the BLM to expend appropriation or to enter into any contract or other obligation. Specific work projects or activities that involve the transfer of funds, service, or property between the parties to this MOU will require the execution of separate agreements or contracts, contingent upon the availability of funds as appropriated by Congress. Each subsequent agreement or arrangement involving the transfer of funds, service, or property shall be made in writing and shall be independently authorized by appropriate statutory authority and regulations, including those applicable to procurement activities.
- I. Subject to availability of funds, each party agrees to fund their own expenses associated with the implementation of this MOU. Nothing contained herein shall be construed as obligating the BLM to any expenditure or obligation of funds in excess or in advance of appropriations, in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341.
- J. Any records or documents generated as a result of this MOU shall be part of the official BLM record maintained in accordance with applicable BLM Records Management policies. Any request for release of records associated with the implementation of this MOU to anyone outside the parties must be determined based on applicable laws, including the Freedom of Information Act and the Privacy Act.
- K. 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



Matt Lewis
Mesa County Sheriff

02-03-15

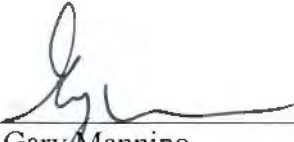
Date



Ruth Welch
Bureau of Land Management
Colorado State Director

February 20, 2015

Date



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

Date