

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
WASHINGTON, D.C. 20240  
<http://www.blm.gov>

April 10, 2008

In Reply Refer To:  
1203/9260 (120) I

EMS TRANSMISSION 04/17/2008  
Instruction Memorandum No. 2008-111  
Expires: 09/30/2009

**To:** All Field Officials  
Attn: Procurement Analysts  
Special Agents-in-Charge

**From:** Director, Office of Law Enforcement and Security

**Subject:** Expenditure of Bureau of Land Management (BLM) Appropriated Funds for State and Local Law Enforcement Entities, and Memorandums of Understanding for Law Enforcement Authority with Federal Land Management Bureaus and State and Local Agencies

**Program Area:** Law Enforcement Procurement and Memorandums of Understanding

**Purpose:** This Instruction Memorandum (IM) updates policy and procedures related to:

- Expenditure of BLM appropriated funds for reimbursable services from State and local law enforcement entities
- Expenditure of BLM appropriated funds for financial assistance awards to State and local law enforcement entities for equipment or non-routine activities for public purposes of support
- Memorandums of Understanding (MOU) for law enforcement authorities with other Department of the Interior (DOI) Bureaus, United States Forest Service, and State and local agencies

This IM also rescinds and amends policy as necessary related to each topic area listed above.

**Policy/Action:** Reimbursable services (i.e., wages, vehicle mileage, equipment rental, overhead costs) requested by the BLM from State and local law enforcement entities must be ordered through the servicing procurement office as a service contract, unless the terms and conditions for processing a financial assistance award are met. Service contracts require that the appropriate Department of Labor Wage Determination is applied.

Actions to provide financial assistance for equipment or non-routine projects or special operations may be accomplished by award of a cooperative agreement, if the terms and

conditions for processing a financial assistance award are met. Requestors must contact their local Grants Management Officer for assistance.

Cross designation of law enforcement authority between DOI Bureaus and the U.S. Forest Service must be completed via an MOU authorized by the State Director (SD) and the Special Agent-in-Charge (SAC) in accordance with the template found in Attachment 5. Delegation of State/local law enforcement authority to BLM law enforcement officers must be completed via an MOU authorized by the State Director (SD) and Special Agent-in-Charge (SAC) in accordance with the template found in Attachment 6. Concurrence of these MOUs by the Director, Office of Law Enforcement and Security (OLES) prior to signature by the SD and SAC is not required if an approved template is used. Any variances to the approved MOU templates must be reviewed by the Director, OLES prior to signature by the SD and SAC.

Law Enforcement General Order 23, section V, is hereby amended as per Attachment 1.

Law Enforcement Handbook H-9260-1, Chapter XI, including appendices A, B, and C, are hereby replaced in their entirety by Attachments 2 through 6.

BLM Handbook H-1511-1, Chapter XIII, Illustration 1, is hereby deleted.

**Timeframe:** This IM is effective upon receipt. All new actions for reimbursable law enforcement services must be procured utilizing a service contract, unless the terms and conditions for processing a financial assistance award are met. All previously existing reimbursable law enforcement agreements that do not meet the requirements for assistance agreements must be phased out and replaced by a service contract by October 1, 2008, or at the next annual renewal date or modification to add funding within that year.

All existing non-reimbursable law enforcement agreements must be replaced by an MOU at the next renewal date.

**Background:** Previous interpretations of financial assistance awards erroneously authorized contract work to be performed by issuance of a cooperative agreement. A 2004 DOI Office of Inspector General audit clarified that reimbursable services must be purchased under contracting authorities and that existing policy and procedure related to reimbursable law enforcement agreements is therefore invalid.

**Coordination:** This IM was coordinated with the State Procurement Analysts; SACs; Supervisory Procurement Analyst, Fire and Aviation; and the Division of Property Acquisition and Headquarters Services (WO-850).

**Contact:** Please contact Felicia Probert, 208-387-5126, for law enforcement questions; or Julie Whaley, 208-387-5546, for procurement and agreement questions.

Signed by:  
William C. Woody  
Director, Office of Law Enforcement and  
Security

Authenticated by:  
Robert M. Williams  
Division of IRM Governance, WO-560

## 6 Attachments

[1 – Amendment to Law Enforcement General Order 23 – Law Enforcement Cooperation \(3 pp\)](#)

[2 – Amendment to H-9260-1, Chapter XI – Law Enforcement Cooperation \(2 pp\)](#)

[3 – Model Statement of Work \(2 pp\)](#)

[4 – Justification for Other than Full and Open Competition \(2 pp\)](#)

[5 – Model MOU – Federal Land Management Agencies \(7 pp\)](#)

[6 – Model MOU – State/Local Law Enforcement Authority \(6 pp\)](#)

General Order 23 – Law Enforcement Cooperation, section V, Other Agency Coordination and Cooperation, is hereby replaced in its entirety with the following:

## **V. OTHER AGENCY COORDINATION AND COOPERATION**

### **A. Law Enforcement Contracts for Enforcement of Federal Laws and Regulations by State/Local Law Enforcement Agencies**

When it is determined that assistance is necessary in enforcing Federal laws and regulations relating to the public lands and their resources, section 303(c) of the Federal Land Policy and Management Act (FLPMA) (43 U.S.C. 1733(c)) authorizes the offering of contracts to appropriate local officials having law enforcement authority to enforce such laws and regulations within their respective jurisdictions. Any contract of this type must be reviewed and approved by the Director, Office of Law Enforcement and Security (OLES).

### **B. State/Local Law Enforcement Assistance**

In connection with the administration and regulation of the use and occupancy of the public lands, section 303(d) of FLPMA (43 U.S.C 1733(d)) authorizes cooperating 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. This cooperation may include reimbursement for expenditures incurred in connection with activities which assist in the administration and regulation of use and occupancy of the public lands. It may also include making financial assistance available for equipment or non-routine special projects or operations, or loaning of equipment to State/local law enforcement entities.

#### **1. Law Enforcement Service Contracts**

Bureau of Land Management (BLM) appropriated funds may be used to reimburse State or local agencies to provide necessary law enforcement services on the public lands when:

- a. The services requested are of an extraordinary nature and are not those law enforcement services to which a landowner would normally be entitled. An extraordinary service would be in the category of a special patrol requested by the BLM, rather than response to a reported violation or a crime in progress that is normally within authority and jurisdiction of the State or local agency.
- b. The public lands of a given location are an attraction that receives visitation primarily from persons who reside outside the county in which the attraction is located, and the visitation is at such levels as to represent a major impact to the local law enforcement agency's normal operation.
- c. Bureau of Land Management law enforcement officers (LEO) are in need of certain support services such as radio dispatch, extra help for eradicating marijuana, aircraft services, etc.

Bureau of Land Management appropriated funds must not be utilized for encouraging "good will" and friendly relationships, subsidizing local governments, or providing law enforcement services to adjacent private or other agency lands, unless such other agencies or private landowners are also reimbursing parties.

All contracts for State/local law enforcement services must be reviewed and approved by the Special Agent-in-Charge (SAC) or his/her designee. Any expenditure of BLM appropriated funds must be in accordance with applicable Federal Acquisition Regulation (FAR), Department of the Interior Acquisition Regulation (DIAR), and BLM procurement policy. See Attachments 2 – 6 to this IM for additional procedures including a model Statement of Work and Justification for Other Than Full and Open Competition.

## **2. Law Enforcement Financial Assistance Award (Cooperative Agreement)**

Bureau of Land Management appropriated funds may be utilized to provide financial assistance to State/local law enforcement entities for equipment or non-routine special projects or operations where the funds will be for purposes of public support or stimulation. Any expenditure of BLM appropriated funds for financial assistance must be in accordance with 43 CFR Part 12, DOI guidance, and BLM assistance agreement policy, including the requirement for posting the proposed award on Grants.gov, the government-wide portal for announcing financial assistance opportunities. Requestors must contact their servicing Grants Management Officer for guidance to determine if an assistance agreement is the appropriate award document.

The BLM may loan government-owned equipment to State/local law enforcement entities. See Attachment 2 to this IM for additional procedures.

Any financial assistance or loan of equipment to State/local law enforcement entities must be reviewed and approved by the SAC or his/her designee.

## **C. Memorandums of Understanding**

### **1. Federal Land Management Agencies**

Cross-designation of law enforcement authority between the Department of the Interior (DOI) law enforcement agencies and the U.S. Forest Service is authorized by Nationwide Interagency Agreements. These agreements allow for immediate cross-designation for law enforcement officers employed by the various agencies when responding to incidents of the other agency when a request for such assistance has been made.

Other situations which may warrant cross-designation of law enforcement authority may only take place through implementation of local Memorandums of Understanding (MOU). Only State Directors (SD) and SACs are authorized to enter into such MOUs on behalf of the BLM. The SAC will assist the SD in coordinating and overseeing such MOUs. The SDs will not delegate this authority. When local MOUs have been established, any LEO who is designated in the MOU may respond to a request for assistance from another signatory agency, and shall have the law enforcement authority of the requesting agency. See Attachment 2 to this IM.

- a. An LEO of another agency will not be cross-designated by the BLM unless they meet all of the following standards:
  - Is a permanent, full-time Federal employee, individually authorized to make arrests and carry firearms as an LEO, and is assigned law enforcement duties on a full-time basis;

- Has successfully completed a basic course of instruction of the Federal Law Enforcement Training Center or other basic law enforcement training approved by the DOI's Office of Law Enforcement, Security, and Emergency Management;
- Is successfully completing at least 40 hours of "in-service" law enforcement training each year;
- Regularly qualifies with issued or approved firearms at least twice per year;
- Has not been convicted of a misdemeanor crime of domestic violence and is therefore not prohibited from possessing a firearm in accordance with 18 U.S.C. 922(g)(9);
- Has been provided training by the BLM in the Federal laws and regulations that relate to the public lands and the law enforcement policies and procedures of the BLM.

## **2. Other Federal Agencies**

Receiving or providing for cross-designation of law enforcement authority with Federal agencies other than the DOI or U.S. Forest Service requires notification and concurrence of the Director, OLES.

## **3. State/Local Law Enforcement Authority**

Through an MOU, an authorized State or local law enforcement official may delegate (deputize) his/her law enforcement authority to designated BLM LEOs. Bureau of Land Management LEOs may only exercise this authority within the scope of their employment in enforcing State and local laws where the act and such enforcement is connected with the administration and regulation of the use and occupancy of the public lands. Only SDs and SACs are authorized to enter into such MOUs on behalf of the BLM. The SAC will assist the SD in coordinating and overseeing such MOUs. Bureau of Land Management LEOs must not accept appointments as reserve State and local officers without a valid MOU delegating this authority. See Attachment 2 to this IM.

**H-9260-1 Law Enforcement Management**  
**CHAPTER XI – LAW ENFORCEMENT COOPERATION**

**A. Law Enforcement Contracts for Enforcement of Federal Laws and Regulations  
(Reserved)**

**B. State/Local Law Enforcement Contracts for Services**

When issuing contracts for law enforcement services (i.e., wages, vehicle mileage, equipment rental, overhead costs) from State or local law enforcement entities, the issuing Bureau of Land Management (BLM) contracting officer must use the Model Reimbursable Law Enforcement Order for Services Statement of Work found in Attachment 3 and the Justification for Other than Full and Open Competition as found in Attachment 4.

**C. Financial Assistance to State/Local Law Enforcement Entities**

When requesting financial assistance for equipment, non-routine projects or special operations, requestors must contact their local Grants Management Officer for process determination.

Any BLM property used by State/local law enforcement officials will be issued to the State/local agency by processing a Receipt for Property, DI-105. The BLM assumes no liability for any actions or activities conducted under this order except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. § 1346(b), 2401(b), 2671-2680, as amended).

The State/local agency using government-owned motorized vehicles shall, at its own expense, procure and thereafter maintain liability insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all motor vehicles used in connection with the performance of this order. At least the minimum limits of \$300,000 per person, and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.

**D. Memorandum of Understanding – Federal Land Management Agencies**

A model Memorandum of Understanding (MOU) for cross-designation of law enforcement authority with other Federal land management agencies is in Attachment 5. Any deviations from this model MOU except where noted must be reviewed and approved by the Director, Office of Law Enforcement and Security (OLES) in advance of completion of the MOU.

**E. Memorandum of Understanding – State/Local Law Enforcement**

A model MOU for delegation of State or local law enforcement authority is in Attachment 6. Any deviations from this model MOU except where noted must be reviewed and approved by the Director, OLES in advance of completion of the MOU. This form, when properly executed, is a legally sufficient instrument for the purpose of a State/local law enforcement authority (i.e., Sheriff) delegating (deputizing) his/her law enforcement authority to properly designated individual BLM law enforcement officers (LEO).

The BLM has been advised by counsel that BLM LEOs act within the scope of their employment in enforcing State and local law pursuant to authorization by a State/local law enforcement

authority where the act and such enforcement is connected with the administration and regulation of the use and occupancy of the public lands. Because of this and to ensure that BLM LEOs are operating within the scope of their authority, such MOUs must be entered into for the BLM by the appropriate State Director and Special Agent-in-Charge.

## MODEL REIMBURSABLE LAW ENFORCEMENT ORDER FOR SERVICES STATEMENT OF WORK

### Scope of Work

- (a) The purpose of this contract is to obtain law enforcement services as needed to assist the Bureau of Land Management (BLM) in the administration and regulation of the use and occupancy of the public lands. The *[State or Local Agency]* will enforce the civil and criminal laws of the State and/or county on the public lands, waters, roads, and trails administered by the BLM with reimbursement by the BLM, in accordance with the actual costs associated with conducting these patrols, to include: current wages of law enforcement personnel, mileage, and other vehicle costs associated with vehicle patrols, if necessary.
- (b) The services requested by the BLM are of an extraordinary nature outside the scope of the *[State or Local Agency]*'s normal and routine law enforcement activities on the public lands.

### General Work Requirements

- (a) Provide reimbursable services as listed, for the enforcement of State and local laws relating to the protection of persons and property on the public lands. The lack of any specific request by the BLM will not limit the authority of the *[State or Local Agency]* to respond to any situation in a fashion seen fit under State or local law.

*[Include any of the following provisions as appropriate.]*

- [State or Local Agency]* will have the *[deputies/officers]* coordinate with the designated BLM Point of Contact (POC) regarding patrol needs and to exchange law enforcement information of benefit to both the *[State or Local Agency]* and the BLM.
- [State or Local Agency]* agree to conduct patrol by *[motorized vehicle, foot, or All Terrain Vehicle (ATV)]*, for the following site(s), or acreages, as per attached area map *[insert description of or reference to areas to be patrolled]*.
- [State or Local Agency]* will assign *[# of deputies/officers]*, in addition to the present complement of the *[# of deputies/officers]* to the public lands, waters, roads, and trails administered by the BLM within the confines of *[State/County]*. The *[deputies/officers]* will work a regularly scheduled tour on such lands, waters, roads, and trails with special attention given to the *[insert description]* areas. Assignment will be for the period of this contract. Patrols will focus on *[insert description of types of crimes and/or activities]*.
- The *[State or Local Agency]* will provide coverage, on national holidays and weekends, between *[insert frequency and/or timeframes]* to assure that adequate patrol in BLM administered *[describe areas i.e., campgrounds, recreation areas, launching sites, and other administrative areas]* will be made. Patrols will focus on *[insert description of types of crimes and/or activities]*. These patrols will be made during hours which will be determined by the BLM POC and the *[State or Local Agency]* POC. Assignment will be for the period of this contract.
- When requested by the BLM, the *[State or Local Agency]* agrees to dispatch additional sworn *[deputies/officers]*, within workforce capabilities, to assist in special

operations (i.e., marijuana eradication, special events, execution of warrants) or for other unforeseen or emergency situations.

- *[State or Local Agency]* agrees to make patrols through the *[insert description]*, with specific attention paid to the *[insert description of crimes and/or activities]*. These patrols will be made during hours which will be determined by the coordinating efforts between the BLM POC and the *[State or Local Agency]* POC. Patrols will be made an average of *[insert frequency i.e., per week, month]*. The number of patrols during any given *[insert frequency/time period]* will be dependent upon the judgment of the *[State or Local Agency]*. The patrol involves a round trip of approximately *[insert mileage estimate or similar]* and will take an average of *[insert time estimate or similar]*.
- (b) Sworn personnel assigned to duties under this contract will be paid employees of the *[State or Local Agency]* who have complied with the minimum standards as required by the *[insert the State Training Standards i.e., State Officers Standards and Training Council or Police Officer Standards and Training]*; and that such *[deputies/officers]* have not been convicted of a misdemeanor crime of domestic violence and is not prohibited from possessing a firearm in accordance with 18 U.S.C. 922(g)(9).
- (c) The *[State or Local Agency]* will ensure that sworn personnel assigned to duties on Public Lands be made aware of the provisions of the Archaeological Resources Protection Act (16 U.S.C. 470 aa - 470 ll) and the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001 - 3013), regarding skeletal remains. Also, ensure that the *[State or Local Agency]* personnel conducting the patrols, are instructed that, if possible, not to disturb what possibly may be an archaeological site, on the belief that the presence of skeletal remains is indicative of a crime scene over which they have jurisdiction, without first checking with appropriate BLM Ranger and/or District/Field management personnel.
- (d) The *[State or Local Agency]* will furnish the designated BLM POC quarterly reports of all noted law enforcement activities related to: *[Insert information required i.e., (1) number of patrols made and miles traveled; (2) hours worked; (3) arrests made on public lands-misdemeanors and felonies; (4) incidents investigated or responded to; (5) assistance given to BLM personnel.]*
- (e) Itemized invoices for payment will be furnished at the end of each quarter to the BLM Contracting Officer. The designated BLM POC will certify all invoices for accuracy and verify that patrols were performed within the standards stated above. A copy of the above mentioned backup documentation/reports should be retained in the contract file, along with the quarterly invoice, and/or with the designated BLM POC.

## JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

In accordance with the authority granted under 41 U.S.C. 253(c), this request for award under other than full and open competition is hereby submitted.

1. Agency:

Bureau of Land Management (BLM)  
Name of Office  
Address of Office

2. Nature and/or description of the action being approved:

Enforce the civil and criminal laws of the [State/County] on the public lands, waters, roads, and trails administered by the BLM.

3. Description of the supplies or services required:

Provide reimbursable services for the enforcement of State and local laws relating to the protection of persons and property on the public lands.

*\*\* (Insert specific information here from Statement of Work Here)*

The estimated annual total for the above stated services is a not-to-exceed amount of [insert estimated cost].

4. Statutory/Regulatory Authority:

Federal Acquisition Regulation (FAR) Part 6.302-1(a) (2) – Only one responsible source and no other supplies or services will satisfy agency requirements.

*Or*

Federal Acquisition Regulation (FAR) Part 13.106-1(b) for actions not exceeding the Simplified Acquisition Threshold (\$100,000).

5. Demonstration of Contractor's Unique Qualifications:

The [State or Local Agency] has the authority required to enforce the civil and criminal laws of the [State/County] on the public lands, waters, roads, and trails administered by the BLM. Because the [State or Local Agency] personnel have the necessary training and have met the [insert the State Training Standards i.e., State Officers Standards and Training Council or Police Officer Standards and Training] law enforcement training standards, they have demonstrated to have the necessary unique qualifications and authority that other civilian security agencies will not have.

6. Effort Made to Solicit Potential Sources:

No other sources will be sought for this service contract. The [State or Local Agency] has demonstrated the unique and cooperative nature to perform the required services in conjunction with the [insert the State Training Standards i.e., State Officers Standards and Training Council or Police Officer Standards and Training] and the BLM law enforcement procedures and policies, and soliciting other sources at this time is not practical or possible.

7. Determination by Contracting Officer that the Anticipated Costs will be Fair and Reasonable:

The *[State or Local Agency]* will be invoicing the BLM for actual costs for service provided based on *[insert description of services provided such as wages, mileage, and vehicle costs for conducting patrols]*. This service is being conducted with an agency of the State of *[State]*. All costs are determined to be fair and reasonable by the procurement officer as cited in separate documentation.

8. Market Survey Conducted or Not Conducted:

No Market Survey will be conducted for this service as this is a sole source acquisition with the only County Agency available to conduct the BLM patrols in accordance with *[State]* State laws and regulations.

9. Additional Facts Supporting the Use of Other than Full and Open Competition:

There are no other facts regarding the use of other than full and open competition.

10. List of Interested Sources:

None

11. Statement of Actions:

No further action will be taken to seek competition.

**CERTIFICATIONS:**

I hereby certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

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*[Requisitioner Name and Signature]*

Bureau of Land Management

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Date

I hereby certify that this requirement does not exceed the Government's minimum needs or schedule requirements and that the basis for award under other than full and open competition is complete and accurate to the best of my knowledge and belief.

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*[Contracting Officer Name and Signature]*

Bureau of Land Management

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Date

**MODEL MEMORANDUM OF UNDERSTANDING  
FEDERAL LAND MANAGEMENT AGENCIES**

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE

BUREAU OF LAND MANAGEMENT  
[STATE(S) OFFICE(S)]

AND THE

U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE, REGION \_\_\_\_,  
BUREAU OF RECLAMATION, \_\_\_\_\_ REGION.  
NATIONAL PARK SERVICE, \_\_\_\_\_ REGION OR \_\_\_\_\_ NATIONAL PARK  
U.S. FISH AND WILDLIFE SERVICE, \_\_\_\_\_ REGION OR  
NATIONAL WILDLIFE REFUGE  
BUREAU OF INDIAN AFFAIRS, \_\_\_\_\_ REGION

**I. PURPOSE**

This Memorandum of Understanding (MOU) prescribes the procedures and guidelines for designating law enforcement authority between the United States Department of the Interior (USDI), Bureau of Land Management (BLM), [State Office], and the [include all that are party to the MOU]

- U. S. Department of Agriculture (USDA), Forest Service, Region \_\_\_\_,
- Bureau of Reclamation, \_\_\_\_\_ Region.
- National Park Service, \_\_\_\_\_ Region or \_\_\_\_\_ National Park
- U.S. Fish and Wildlife Service, \_\_\_\_\_ Region or National Wildlife Refuge
- Bureau of Indian Affairs, \_\_\_\_\_ Region

pursuant to the terms of the following authority.

**II. AUTHORITY**

This MOU is made pursuant to 43 U.S.C 1733(c) and [include all that apply]

- USDI/USDA Master Agreement of February 27, 1990, and is implemented by Memorandum of Understanding dated April 5, 1994, and pursuant to Title 16 U.S.C., 559d, 559d(4) and 559g.
- Department of the Interior (DOI), Memorandum of Understanding dated June 2004, and pursuant to [include all that apply]

- Title 43 U.S.C. § 373b and 373c (Bureau of Reclamation)
- Title 16 U.S.C. § 1a-6 (National Park Service)
- Title 16 U.S.C § 742(b), 3375, 668dd(g) (Fish and Wildlife Service)
- Title 25 U.S.C. § 2804(a) (Bureau of Indian Affairs)
- DOI Reorganization Plan Number 3 of 1950 ( DOI – OLESEM)

### **III. STATEMENT OF MUTUAL INTEREST AND MUTUAL BENEFITS:**

The [Agencies/Bureaus] have determined that cross designation of law enforcement authorities to law enforcement officers of the [Agencies/Bureaus], and law enforcement officers of the Bureau of Land Management, will increase protection of the resources on lands administered by the [Agencies/Bureaus], and it is mutually beneficial, economical, and advantageous to the public interest.

The [Agencies/Bureaus] have also determined that in cases where a specific need for law enforcement assistance and investigative support has been identified or where a law enforcement emergency or a violation in progress exists, it shall be mutually beneficial, economical, and advantageous to the public interest to cross-designate law enforcement officials. In such instances the procedures set out shall apply for cross designation of authority between the agencies.

### **IV. DEFINITIONS:**

(Mandatory – The following definitions must be included in all MOUs.)

- 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 Bureau of Land Management 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. Special Agent-in-Charge (SAC) – BLM Special Agent-in-Charge for the [State] Office; *(include as appropriate similar positions of other bureaus/agencies, i.e., USFS Regional Special Agent-in-Charge for the Region subject to this MOU.)*
- C. Manager-in-Charge - The State Director, BLM, [State] Office; *(include as appropriate similar positions of other bureaus/agencies, i.e., the Regional Special Agent-in-Charge of the [Region], USDA Forest Service, or Regional Director, National Park Service, [Region]).*
- D. Law Enforcement Officer (LEO) – Law enforcement officers/Law Enforcement Rangers/Special Agents of the USDI, Bureau of Land Management, or *(include as*

*appropriate other bureaus/agencies that are party to this MOU*), that meet the requirements of Section V.B. of this MOU.

- E. Responsible Agency/Bureau – The agency or bureau with jurisdiction over the land where the incident is occurring.
- F. Initial Action – Law enforcement action taken, including but not limited to issuance of a citation and/or arrest by a cross designated law enforcement officer, identified in this MOU, in response to violation(s) in progress or law enforcement emergencies until relieved by the responsible bureau/agency.
- G. Violations in Progress – Violations that are encountered on the lands of the other agency that are incidental to the normal duties of the cross-designated law enforcement officer or reported by a Federal employee, contractor, a law enforcement agency, or the general public.
- H. Law Enforcement Emergencies – Incidents involving an immediate threat to persons, property, or resources for which time is of the essence.
- I. Investigative Support and Law Enforcement Assistance – Law enforcement assistance or follow up on a law enforcement incident or investigation that is not routine law enforcement and is not in support of a law enforcement emergency.
- J. Routine Law Enforcement – Regular or intermittent patrol work and response to law enforcement incidents conducted by designated law enforcement officers.
- K. Special Operations/Pre-planned Events – Pre-planned operations or events where the Responsible Agency/Bureau will coordinate with all involved agencies/bureaus to develop and implement a pre-event/operational plan.

*(Optional – The following definitions may be included as appropriate.)*

- Chief Ranger, National Park Service – The position at either a region or park which is responsible for that area’s protection and visitor use management activities including law enforcement.*
- Regional Special Agent (RSA) – Special Agent assigned to the [Region], Bureau of Reclamation.*
- Reclamation Lands – Real property administered by the Secretary, acting through the Commissioner of Reclamation, and includes all acquired and withdrawn lands and water areas under jurisdiction of the Bureau. (16 USC 460l-32(1))*
- Reclamation Project – Any water supply or water delivery project constructed or administered by the Bureau of Reclamation under the Federal reclamation laws, and Acts supplementary thereto and amendatory thereof. (16 USC 460l-32(1))*

## V. PROCEDURES:

A. The BLM and the [Agencies/Bureaus] mutually agree to cross designate LEOs for the following purposes: *(Each is optional. Include all that apply. Limitations on what laws, and regulations that may be enforced within the terms of this MOU or limitations on how each the following should be carried out should be included also.)*

*Initial Action*

*Violations in Progress*

*Law Enforcement Emergencies – This requires a formal/informal request for emergency law enforcement response for incidents involving an immediate threat to persons, property, or resources. Documentation of the interagency assistance will follow as soon as possible, after assistance is rendered.*

*Investigative Support and Law Enforcement Assistance – This requires a request and approval from SACs by and for the BLM. The cross designation will last through the duration of the assignment.*

*Routine Law Enforcement*

*Special Operations/Pre-planned Events*

B. The BLM and the [Agencies/Bureaus] mutually agree that only LEOs who meet all of the following criteria are cross designated by this MOU:

1. Is a permanent, full-time Federal employee, individually authorized to make arrests and carry firearms as a law enforcement officer, and is assigned law enforcement duties on a full-time basis;
2. Has successfully completed a basic course of instruction of the Federal Law Enforcement Training Center or other basic law enforcement training approved by the DOI's Office of Law Enforcement, Security, and Emergency Management;
3. Is successfully completing at least 40 hours of "in-service" law enforcement training each year;
4. Regularly qualifies with issued or approved firearms at least twice per year;
5. Has not been convicted of a misdemeanor crime of domestic violence and is therefore not prohibited from possessing a firearm in accordance with 18 U.S.C. 922(g)(9);

- 6. Has been provided training by the BLM and [Agencies/Bureaus] in the Federal laws and regulations that relate to the public lands and the law enforcement policies and procedures of the BLM;
- D. The BLM and the [Agencies/Bureaus] mutually agree to provide cross-designated law enforcement personnel at least four (4) hours of training in the Federal laws and regulations that relate and the law enforcement policies and procedures of the BLM and [Agencies/Bureaus].
- E. The BLM and the [Agencies/Bureaus] mutually agree that all cross-designated employee law enforcement actions taken or incidents detected or investigated on lands administered by the other agency will be reported to that agency. Necessary forms/formats will be provided by the requesting agency.

**VI. SCOPE AND CONDITIONS:**

- A. This cross designation of law enforcement authority is limited to [State(s)] for the BLM and (include all that apply)
  - USDA, Forest Service, Region \_\_\_\_.
  - Bureau of Reclamation, \_\_\_\_\_ Region.
  - National Park Service, \_\_\_\_\_ Region or \_\_\_\_\_ National Park
  - U.S. Fish and Wildlife Service, \_\_\_\_\_ Region or National Wildlife Refuge
  - Bureau of Indian Affairs, \_\_\_\_\_ Region
  - (INSERT ADDITIONAL STATE/REGION LIMITATIONS AS NEEDED)
- B. No party to this MOU shall be liable to the other or 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.
- C. 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.
- 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 [Agencies/Bureaus] and individual BLM LEOs 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 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.

**IX. PRINCIPLE CONTACTS:**

*(Insert names, addresses, and phone numbers of lead law enforcement officers)*

**XI. APPROVED:**

*[Signature of State Director and Special Agent-in-Charge is required on all MOUs. Include appropriate signatures for other participating Agencies/Bureaus as required by their respective policies.]*

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*[Name]*  
State Director, *[State]*  
Bureau of Land Management

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Date

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*[Name]*  
*[Title, Agency Name]*

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Date

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*[Name]*  
Special Agent-in-Charge, *[State]*  
Bureau of Land Management

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Date

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*[Name]*  
*[Title, Agency Name]*

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Date

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*[Name]*  
*[Title, Agency Name]*

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Date

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*[Name]*  
*[Title, Agency Name]*

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Date

**MODEL MEMORANDUM OF UNDERSTANDING  
STATE/LOCAL LAW ENFORCEMENT AUTHORITY**

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE

BUREAU OF LAND MANAGEMENT  
[STATE(S) OFFICE(S)]

AND THE

[STATE OR LOCAL AGENCY]

**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 [State or Local Agency, i.e., Riverside County Sheriff's Office or New Mexico State Police] and the BLM, by the granting and acceptance of authority for BLM law enforcement officers to enforce State and local laws and regulations pursuant to this MOU.

**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. [State or Local Agency]

[Cite the specific section of law that authorizes the Sheriff or other State/local law enforcement agency to confer authority to BLM law enforcement officers to enforce State/local laws. Include appropriate language that highlights the major points of the authorizing section. For example, "California Penal Code Section 830.8(b) grants authority to the Sheriff to give written consent to BLM law enforcement personnel to enforce laws of the State of California and ordinances of Riverside County on property owned or possessed by the United States Government or any street, sidewalk, or property adjacent thereto."]

### **III. DEFINITIONS**

*[The following are mandatory. Others may be added as needed or required.]*

- 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, *[State]* State Office
- D. Special Agent-in-Charge (SAC) – BLM Special Agent-in-Charge for the *[State]* State Office

### **IV. PROCEDURES**

- A. The *[State or Local Agency, i.e., Sheriff of Imperial County]* has the authority to enforce *[the State and local laws for State or County]* on such public lands administered by the BLM that lie within the confines of *[State or 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 *[State or County]*.
- B. The State Director, SAC, and the *[State or Local Agency]* 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 *[State/Local Agency]* agrees to continue to enforce the civil and criminal laws of the *[State or 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 [State or Local Agency] 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 [State or County].
4. The [State/Local Agency] further agrees that pursuant to [applicable Code Section] will designate certain identified BLM LEOs as [peace officers/special deputies/wardens] of the [State/Local Agency] for enforcement of [State/local laws, regulations, and ordinances] in the [State/County]. The [State/Local Agency] further understands and agrees that the BLM LEOs so designated are limited by the BLM to exercise said enforcement authority only in connection with their duties in the administration and regulation of the use and occupancy of the public lands as defined herein. All LEOs will be further instructed that the BLM may discipline any of its LEOs who exercise State and/or local law enforcement authority in violation of the restrictions imposed upon them by the BLM. Prior to any such designation, the BLM agrees to provide any training required by [State or local law, or the Agency] to such specified BLM LEOs.

It is understood and agreed that the authority granted by the [State or Local Agency] includes authority to execute any valid State or local warrant that the [State or Local Agency] has the authority to execute and for which the [State or Local Agency] has the authority to grant. However, it is understood that BLM limits its LEOs to exercise such authority only in connection with their duties in the administration and regulation of the use and occupancy of the public lands as defined herein, and, when feasible, upon the request of the [State or Local Agency].

5. The BLM further agrees to take the following mutually agreed upon actions related to violations of [State or County laws, regulations, or ordinances]. (Each is optional. Include all that apply. Limitations on what laws, regulations, or ordinances that may be enforced within the terms of this MOU may be included also.)
  - a. To respond to requests for back-up services to each other in emergency "officer needs assistance" situations, as may be reasonable, prudent, and necessary under the circumstances. It is further understood and agreed that all officers will be instructed that BLM LEOs are limited to responding to those situations not on public lands where they are the closest available officer and are within reasonable proximity, considering all factors, to the situation requiring assistance.
  - b. To issue citations, arrest, and/or release persons suspected of violations of [State or Local] laws, regulations, or ordinances related to the

administration and regulation of the use, occupancy, and development of Public Lands.

- c. To detain persons suspected of violating *[State or Local]* laws, regulations, or ordinances, any witnesses to those violations, and to protect any related crime scene, pending arrival of the State or local agency having primary jurisdiction.
- d. To arrest, transport, and release to an available *[State or Local]* law enforcement officer any person having a valid State or local warrant for his/her arrest when requested by *[State or Local Agency]*.
- d. To take other mutually agreed upon actions related to violations of *[State or County laws, regulations, or ordinances]* as described in Attachment *[X]* of this MOU.

## **V. SCOPE AND CONDITIONS**

- A. Neither party shall be liable to the other or 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. The 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 *[State or Local Agency]* employment and none of the benefits of *[State or Local Agency]* 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 *[State/Local Agency]* and individual BLM LEOs 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**

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*[Name]*  
*[Title, Agency Name]*

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Date

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*[Name]*  
State Director, *[State]*  
Bureau of Land Management

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Date

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*[Name]*  
Special Agent-in-Charge, *[State]*  
Bureau of Land Management

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Date