

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BUREAU OF LAND MANAGEMENT AND THE
WASHOE COUNTY SHERIFF'S OFFICE**

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 Washoe County Sheriff's Office (WCSO) and the BLM.

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. Washoe County Sheriff's Office

Nevada Revised Statute (NRS) 248.090, provides that the Sheriff and their deputies shall keep and preserve the peace in their respective counties, and quiet and suppress all affrays, riots insurrections, for which purpose, and for the service of process in civil or criminal cases, and in apprehending or securing any person for felony, or breach of the peace, they may call upon the power of their county to aid in such arrest or in preserving the peace.

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, Nevada
- D. Special Agent-in-Charge (SAC) – SAC for the Office of Law Enforcement and Security, Region 3 (UT/NV)

IV. PROCEDURES

- A. The Washoe County Sheriff has the authority to enforce State and local laws for Nevada on such public lands administered by the BLM that lie within the confines of Washoe County.
- B. The State Director, SAC, and the Washoe 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 WCSO agrees to continue to enforce the civil and criminal laws of the State of Nevada 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.
 - 3. The WCSO 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 Washoe County.
 - 4. The WCSO and the BLM mutually agree to coordinate, cooperate, and provide assistance during special events occurring on public lands within Washoe County.
 - 5. The BLM agrees to detain persons who are fugitives from justice and when requested by the WCSO, will transport to the nearest correctional facility.
 - 6. The BLM and the WCSO agree to share radio frequencies and allow use of such frequencies when communicating or coordinating a mutual response to an incident on public lands within the confines of Washoe County.

7. BLM agrees to detain persons suspected of violating Nevada State laws, Washoe County regulations or ordinances, any witnesses to those violations, and to protect any related crime scene, pending arrival of the WCSO. This pertains only to public lands.

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. 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. Each party will furnish written information necessary for mutual enforcement operations.
- F. Any issues which cannot be reconciled between the WCSO and individual BLM LEOs or any issue that affects either party's performance under this MOU shall be referred to the Sheriff and the SAC. The Sheriff and 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

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed on the day and year written below.

**WASHOE COUNTY
BOARD OF COMMISSIONERS**

By _____
Chair, County Commission Date _____

ATTEST:

Washoe County Clerk

WASHOE COUNTY SHERIFF

By _____
Darin Balaam, Sheriff Date _____

Nevada Bureau of Land Management

By _____
John Raby, State Director Date _____

Office of Law Enforcement and Security Region 3 NV/UT

By _____
 Brian Richards, Special Agent in Charge Date _____