

**MEMORANDUM OF
UNDERSTANDING BETWEEN THE

BUREAU OF LAND MANAGEMENT
OREGON STATE OFFICE**

AND

**YAMHILL COUNTY SHERIFF'S OFFICE
YAMHILL COUNTY, OREGON**

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 Yamhill County Sheriff's Office 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.

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. Yamhill County Sheriff's Office

The Sheriff has the authority to deputize any person as specified under Oregon Revised Statute section 204.635(2) to enforce County and State laws under the jurisdiction of the Sheriff and as such can deputize BLM law enforcement officers to enforce the laws of the State of Oregon and ordinances of the County of Yamhill on property owned or possessed by the United States Government or as otherwise required per this MOU.

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) means Law Enforcement Rangers and Special Agents employed by the BLM who have been delegated law enforcement authority by the Director, BLM.
- C. "State Director" means the State Director, BLM, Oregon State Office
- D. "Special Agent-in-Charge" (SAC) means the BLM Special Agent-in-Charge for the Oregon State Office

PROCEDURES

- A. Yamhill County Sheriff's Office has the authority to enforce laws of the State of Oregon and Yamhill County regulations/ordinances on such public lands administered by the BLM that lie within the confines of Yamhill County, Oregon; 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 Yamhill County, Oregon.
- B. The State Director, SAC, and Yamhill County Sheriff's Office 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. Yamhill County Sheriff's Office agrees to continue to enforce the civil and criminal laws of the State of Oregon and Yamhill County regulations/ordinances 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. Yamhill County Sheriff's Office 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 Yamhill County, Oregon.

4. Yamhill County Sheriff's Office further agrees that it will, pursuant to Oregon Revised Statute section 204.635(2), designate certain identified BLM LEOs as Special Deputies of Yamhill County Sheriff's Office for enforcement of the civil and criminal laws of the State of Oregon and Yamhill County regulations/ordinances within Yamhill County, Oregon. Yamhill County Sheriff's Office 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 Yamhill County Sheriff's Office to such specified BLM LEOs.

It is understood and agreed that the authority granted by Yamhill County Sheriff's Office includes authority to execute any valid State or local warrant that Yamhill County Sheriff's Office has the authority to execute and for which Yamhill County Sheriff's Office 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 Yamhill County Sheriff's Office.

5. The BLM further agrees to take the following mutually agreed upon actions related to violations of the civil and criminal laws of the State of Oregon and Yamhill County regulations/ordinances within Yamhill County, Oregon.
 - 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 the State of Oregon and Yamhill County 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 the State of Oregon and Yamhill County 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 of Oregon or Yamhill County law enforcement officer any person having a valid State or local warrant for his/her arrest when requested by Yamhill County Sheriff's Office.
- e. To take other mutually agreed upon actions related to violations of the civil and criminal laws of the State of Oregon and Yamhill County regulations/ordinances within Yamhill County, Oregon as described in this MOU.

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 Yamhill County Sheriff's Office employment and none of the benefits of Yamhill County Sheriff's Office will be conferred under this MOU.
- D. ORS 204.635(3) Indemnification. The parties agree that Bureau of Land Management shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of BLM LEOs acting as Special Deputies of Yamhill County Sheriff's Office or its officers, employees, subcontractors, or agents under this MOU. Bureau of Land Management shall have control of the defense and settlement of any claim that is subject to this section. However, neither Bureau of Land Management nor any attorney engaged by Bureau of Land Management shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Bureau of Land Management settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

- E. 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.
- F. Each party will furnish written information necessary for mutual enforcement operations.
- G. Any issues which cannot be reconciled between Yamhill County Sheriff's Office 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.
- H. Nothing in this MOU will be construed as affecting the authorities of either party or as binding beyond their respective authorities.
- I. Nothing in this MOU shall obligate the BLM to expend appropriation or to enter 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.
- J. 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.
- K. 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.
- L. 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.

APPROVED:

DocuSigned by:
Sam Elliott
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Sam Elliott, Yamhill County Sheriff

2/12/2024

Date

State Director, Oregon Bureau of Land Management

Date

Special Agent-in-Charge, Oregon Bureau of Land Management

Date

Approved by the BOC on: 2/1/24
via Board Order No.: 24-23