

**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 Office of the Sheriff, Park County Colorado (Sheriff) 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 Sheriff's normal and routine law enforcement activities on the public lands.

This contract for services establishes the terms and conditions for the BLM to request law enforcement services from the Sheriff to enforce state and local laws by providing support services on public lands and roads. When services are ordered, the BLM will reimburse the Sheriff for those services. Services requested will primarily consist of law enforcement patrols of the area known as Guffey Gorge (a.k.a. Paradise Cove).

**General Work Requirements**

The Park County Sheriff will:

1. Continue to enforce the civil and criminal laws of the State and/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 work force resources without reimbursement by the BLM.
2. Provide reimbursable services as listed below, for the enforcement of state and local laws relating to the protection of persons and property on the public lands in the area of Guffey Gorge. The lack of any specific request by BLM will not limit the authority of the Sheriff to respond to any situation in a fashion seen fit under State or local law.

Further:

- a. Sworn personnel will conduct law enforcement vehicle patrols of Park County Road 102 near Guffey Gorge during peak visitation times, to be determined by The Sheriff and BLM Ranger. These patrols will focus on parking violations, DUI's, and other issues directly related to Guffey Gorge.
- b. Sworn personnel will conduct law enforcement foot patrols into the swimming area of Guffey Gorge during peak visitation times, to be determined by The Sheriff and BLM Ranger
- c. Patrols of the Guffey Gorge area will be scheduled by The Sheriff. Patrol schedules will be coordinated with the BLM Ranger.

- i. Patrols will be scheduled to focus on high use times, considering:
    1. Peak use is between mid-May and mid-September
    2. Peak use is between Friday and Monday
    3. Peak use is between 12:00 p.m. and 4 p.m.
- d. Patrols of the Guffey Gorge will be funded as a single unit patrol. Additional personnel requirements will be coordinated between The Sheriff and the BLM Ranger.
- e. Sworn personnel assigned to duties on the public lands will be paid employees of the Park County Sheriff's Department who have complied with the minimum standards as required by the Colorado State Police Officers Standards and Training Council; and that such officers shall not be in violation of the provisions of Title 18 U.S.C. § 922, which prohibits persons convicted of a misdemeanor domestic violence crime from possessing firearms or ammunition.
- f. Sworn personnel will complete a Daily Patrol Report which will be submitted to The Sheriff at the end of the month.
- g. The Sheriff agrees to furnish the BLM Ranger a Monthly Patrol Report of law enforcement activities related to:
  - i. Total number of patrols made
  - ii. Total hours worked
  - iii. Total number of citations issued
  - iv. Arrests made on public lands- misdemeanors and felonies
  - v. Estimates of number of people on site per day
  - vi. Estimate of number of vehicles on site per day
  - vii. An itemized list of any items purchased by The Sheriff.
- h. The Sheriff may be authorized to purchase equipment, in support of this agreement. Any purchases of equipment will be preapproved in writing by the BLM Ranger. The Sheriff's office shall be responsible for all maintenance and repair costs of any property acquired under this agreement. The Sheriff's office shall be responsible for theft, loss, or damage of any property acquired under this agreement.
- i. The Sheriff 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 Park County Sheriff 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.

## Rate Schedule for Reimbursable Services

1. BLM agrees to reimburse the County at a rate of \$45/hour per Deputy.
2. Five (5) percent of the assigned Deputy's time may be utilized by the Sheriff in duties not related to this agreement, including search and rescue, without necessitating the need for an adjustment in reimbursement agreed upon.
3. Reimbursable travel time calculated from Fairplay to Guffey Gorge will be 1.5 hours each way, for a total of 3.0 hours per day.
4. The Sheriff will submit itemized invoices for reimbursement, and quarterly reports will be furnished at the end of each quarter to the BLM's Contracting Officer's Representative (COR), with a certification that the services have been performed.
5. The Federal Government is not obligated to pay, nor is the Sheriff obligated to perform, any effort that will require the expenditure of Federal funds above the total dollar amount set forth in this agreement. If at any time the Sheriff anticipates that additional Federal funds will be required to perform the work set forth in this purchase order, the Sheriff shall notify the Contracting Officer, except in emergencies, at least 30 days before the anticipated date funds will be depleted.
6. Invoices can be back-dated for June 2020.

The BLM will, within the availability of funds and established Federal regulations and policies:

1. Enforce the authorized Federal laws and regulations pertaining to the public lands administered by the BLM.
2. Reimburse the Park County Treasurer, after receipt of a properly completed itemized invoice, and required reports from the Sheriff's office, for the law enforcement services provided at the rates and in the amounts set forth in this purchase order.

The Sheriff and the BLM will endeavor to provide:

1. The maximum 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 Park County.
3. Sworn officers of the Park County Sheriff performing services under this purchase order for enforcing State and local laws are, and will remain under the supervision, authority, and responsibility of the Park County Sheriff. Services provided by the Sheriff and employees shall not be considered as coming within the scope of Federal employment and none of the benefits of Federal employment will be conferred under this agreement.
4. Neither party shall be liable to the other nor to its agents or employees for any loss, damage,

personal injury, nor death, occurring in consequence of the performance of this agreement, except as provided herein.

5. Each party will furnish the other written information necessary for mutual enforcement operations.
6. Any issues that the BLM Ranger and The Sheriff cannot reconcile will be referred to the Contracting Officer and any county board or commission or individual county official who the Sheriff designates for mutual resolution of the issues. Any issue that affects either party's performance under the purchase order or the cost of performance shall be referred to the Contracting Officer for final resolution.

The Project Inspector for this purchase order is:

Nathan Edgerton, BLM Ranger  
Bureau of Land Management  
3028 E Main St  
Canon City, CO 81212  
Telephone Number 719-269-8535

The Vendor Contact for this purchase order is:

Tom McGraw, Sheriff  
1180 CR 16  
P.O. Box 604  
Fairplay, CO 80440  
Telephone Number (719) 836-2494; FAX (719) 836-4113

Attachments:

None