

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
BUREAU OF LAND MANAGEMENT  
OFFICE OF LAW ENFORCEMENT AND SECURITY  
AND THE  
JUPITER INLET COLONY POLICE DEPARTMENT**

**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 Jupiter Inlet Colony (JIC) Police Department and the BLM, for the utilization of JIC officers in the enforcement of State and local laws and regulations in accordance with 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. Jupiter Inlet Colony Police Department

Part 1 of Chapter 163 of the Florida Statutes permits public agencies, which includes a political subdivision and any agency of the U.S. Government, to enter into agreements with each other to exercise jointly any power, privilege, or authority which such agencies share and which each might exercise separately.

Furthermore, this MOU is made and entered into under the provisions established in the Consolidated Natural Resource Act of 2008, P.L. 110-229 (Sec. 202. (d)(3)); that provides specific authority to the Secretary of the Interior to enter into Cooperative Agreements with appropriate Federal, State, County and other local government agencies for the long-term management of the Jupiter Inlet Lighthouse Outstanding Natural Area.

**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 State Office
- D. Special Agent-in-Charge (SAC) – BLM Regional Special Agent-in-Charge for the Office of Law Enforcement and Security, Region 4.

#### IV. STATEMENT OF MUTUAL INTEREST AND MUTUAL BENEFITS

The congressionally designated Jupiter Inlet Lighthouse Outstanding Natural Area is comprised of BLM-administered public land, which is adjacent to Jupiter Inlet Colony and within the municipal jurisdiction of both the Village of Tequesta and the Town of Jupiter, and is in Palm Beach County, Florida.

The Bureau of Land Management has the responsibility for the protection and management of the public land and its resources, while providing for public and employee health and safety. Jupiter Inlet Colony is responsible for the enforcement of the governing law and regulation applicable within its jurisdiction. As such, the Jupiter Inlet Colony Police Department is recognized to have the authority and duty to enforce state statutes, laws and regulations for the State of Florida, and local ordinances for the Jupiter Inlet Colony. Therefore, it is known, both parties share mutual interest in the site.

The public lands encompassed by the Jupiter Inlet Lighthouse Outstanding Natural Area (ONA) are recognized under proprietary jurisdiction. As such, given the Property Clause and Supremacy Clause of the United States Constitution, and the reservation of general police powers to the States, the provision of law enforcement services must be a partnership between the Federal government, and State and local authorities, and this MOU serves to mutually benefit all parties.

Due to the proximity of the ONA from its administrative and operational centers the BLM recognizes the inability and infeasibility of providing routine law enforcement patrols and responses to the site. The BLM however, also recognizes the unique nature of the ONA site, coupled with its other resources will attract a large number of visitors. Therefore, to ensure that the public and the natural resources are protected, it is necessary to enter into agreements to authorize local law enforcement agencies to provide services beyond existing jurisdictional relationships.

Jupiter Inlet Colony recognizes the unique nature of the ONA, and the local, and regional importance of the site as an icon of their community. JIC further understands the public draw to such a site and the other resources present. As such, this MOU is necessary to provide clarity to the law enforcement relationship to the BLM and to ensure the ONA receives adequate protection to ensure the safety of its visitors and protection of its resources.

## V. PROCEDURES

In order to provide for adequate protection for public safety, property, and natural resources within the ONA Jupiter Inlet Colony and the: BLM agree as follows:

- A. Jupiter Inlet Colony shall continue to enforce applicable State and local laws, rules and regulations, within any portion of the ONA currently including those areas within the municipal limits and jurisdiction of the Village of Tequesta and the Town of Jupiter within the normal scope of their duties and in consultation with appropriate Chief of Police in each adjacent municipality. Specifically, as determined by the level of activity and deemed necessary by the Chief of Police, provide for routine patrols, emergency and criminal response, marine patrols of the shoreline, and enforcement of natural and cultural resource ordinances, and property laws appropriate for the site.
- B. The Jupiter Inlet Colony Police Department shall utilize only sworn law enforcement personnel who have been certified as meeting the minimum standards set and as required by the Police Department, and that such sworn officers and/or agents of the Chief performing services under this MOU in enforcing state and local laws are, and will remain, under the supervision, authority, and responsibility of the Jupiter Inlet Colony Chief of Police. Any services provided under the terms of this MOU shall be pursuant only to those applicable laws and regulations falling within the Jupiter Inlet Colony's jurisdictional authority, including the statutes, laws and regulations of the State of Florida, as well as the laws and ordinances of Palm Beach County. Any services provided under the terms of this MOU shall not be considered as coming within the scope of Federal employment nor shall any of the benefits of Federal employment be conferred under this MOU.
- C. The Jupiter Inlet Colony Police Department shall as part of services currently being provided, notify the BLM law enforcement agent, or the designated BLM site manager of any

known criminal activity on public lands hazardous to the public and BLM employees. Furthermore, the Police Department shall maintain reports and statistical records regarding police activity within the ONA and shall provide such to the BLM by September 1<sup>st</sup> each year to complete required annual reporting.

- D. The BLM, to the extent feasible, shall continue to enforce Federal laws, rules and regulations as they apply to the ONA. As appropriate, the BLM will use its own Rangers and Special Agents to coordinate with the Police Department and aid in enforcement activities throughout the area. The BLM will provide support and cooperate with the Police Department in the enforcement of state and local laws on BLM administered public lands.
- E. The BLM shall ensure its supplementary rules and any special ordinances governing use and occupancy at the ONA are reflected by rules and regulations enforceable by sworn officers of the Jupiter Inlet Colony Police Department. Furthermore, the BLM shall ensure the site has appropriate signage for the enforcement of such rules and regulations to aid officers in their duties.

## VI. 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. Any law enforcement officer of Jupiter Inlet Colony Police Department who renders aid outside the municipal jurisdiction of the Jupiter Inlet Colony but inside the ONA pursuant to the written agreement entered under this part has the same powers, duties, rights, privileges, and immunities as if the law enforcement officer was performing duties inside the municipal jurisdiction of Jupiter Inlet Colony.
- D. BLM LEOs shall remain under the supervision and responsibility of the BLM. The BLM LEOs shall not be considered as coming within the scope of the Police Department's employment and none of the benefits of the

Jupiter Inlet Colony Police Department shall be conferred under this MOU.

- E. During the performance of this MOU, the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and not to discriminate against any person because of race, color, religion, sex, age, disability, or national origin. The participants shall 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 shall furnish written information necessary for mutual enforcement operations.
- G. Any issues which cannot be reconciled between the Jupiter Inlet Colony and the BLM or any issue that affects either party's performance under this MOU shall be referred to the SAC. The SAC shall be responsible for coordinating with the appropriate officials to mutually resolve any issue.
- H. Nothing in this MOU shall 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 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 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.

**VI. APPROVED**

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Jupiter Inlet Colony Chief of Police  
S. John Pruitt

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Scott Swanson  
Bureau of Land Management  
Region 4 Special Agent-in-Charge