JEFFERSON COUNTY SHERIFF'S OFFICE
200 Jefferson County Parkway
Golden, Colorado 80401-2697

(303) 271-5305
FAX (303) 271-5307

Ted Mink
SHERIFF

Ray Fleer
UNDERSHERIFF

May 8, 2006

Scott Surovchak, Site Manager
U. S. Department of Energy
Office of Legacy Management
12101 Airport Way, Unit C
Broomfield, CO 80021-2583

Dear Mr. Surovchak,

Enclosed are two copies of the contract between the Jefferson County Sheriff's Office and The United States Department of Energy.

Please indicate your acceptance of this contract by signing both originals and return one fully executed copy to Judy Cook in the enclosed envelope.

Thank you,

Sincerely,

Patsy Mundell, Division Chief
Support Services Division

/jc

COPY

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE JEFFERSON COUNTY SHERIFF'S OFFICE
AND
THE UNITED STATES DEPARTMENT OF ENERGY

The parties to this Memorandum of Understanding (MOU), the Jefferson County Sheriff's Office (hereinafter referred to as "JCSO"), and the United States Department of Energy Office of Legacy Management (hereinafter referred to as "DOE-LM"), hereby agree to the following:

1. The purpose of this MOU is to formalize and understanding of mutual cooperation and assistance between the above-listed Parties in providing law enforcement services.

2. The authority for DOE-LM to enter into this MOU is the Department of Energy Organization Act, Public Law 95-91, Section 646(a) (42 U.SC. § 7256(a)).

3. JCSO shall provide the following services to DOE-LM at the former Rocky Flats Environmental Technologies Site (hereinafter referred to as "Rocky Flats Site"):

   a. Law enforcement protection services consistent with reasonable and prudent law enforcement practices.

   b. Coordination for emergency law enforcement services that might be required by DOE-LM.

   c. Services provided by the Sheriff hereunder shall be no greater than those provided to DOE-LM in the absence of this MOU.

4. DOE-LM shall:

   a. Provide all reasonably available resources, including information and technical assistance, and expertise to JCSO necessary to assist with any law enforcement action including but not limited to theft, trespass, vandalism, sabotage, and ecological or environmental terrorism that may arise at the Rocky Flats Site. Such resources shall be deployed at the direction or request of the JCSO.

   b. Provide an introduction to the site to familiarize the JCSO with its roads, facilities, fence lines, gates, and associated operation and risks.

c. Make available to JCSO the DOE-LM site Emergency Preparedness and Response plans, security plans, contingency plans or other such plans, including all updates and addenda to those plans.

5. This MOU is subject to availability of personnel and shall not give rise to any liability or responsibility for failure to respond to any request for assistance, for lack of prompt response to a request of for any cause whatsoever. Each party to this MOU is responsible and liable for its own actions and does not assume any liability for the actions of the other party to this MOU.

6. Any services performed under the terms of this MOU by any employee of JCSO shall not constitute Federal employment for the purposes of Subchapter 1 of Chapter 81 of Title 5 of the United States Code. This MOU shall not create a joint venture or partnership between the parties. This MOU shall not constitute any change in employment status of any employees of the parties to this MOU.

7. Subject to the Freedom of Information Act, 5 U.S.C. § 552 and the requirements of the Colorado Public Records Act, decisions on the disclosure of information to the public regarding services and activities referenced in this MOU shall be made by DOE-LM following consultation with representatives of JCSO.

8. This MOU shall apply to and by binding upon the Parties, together with their administrative officers, agents, and employees, notwithstanding any change in administration or governance of the Parties.

9. This MOU may be amended by written agreement between the Parties.

10. This MOU may be terminated by mutual written agreement of the Parties, or by either Party upon 30 day's written notice to the other Party.

11. This MOU shall become effective upon the latter date of signature of the Parties, and shall remain in effect until canceled by mutual agreement.

Jefferson County Sheriff's Office

By: T. B. Mink
Ted Mink, Jefferson County Sheriff

Date: 04·26·06

U.S. Department of Energy
Legacy Management, Rocky Flats Site

By: _____
Scott Surovchak, LM Site Manager

Date: 5-16-06