INTERAGENCY AGREEMENT
WITH THE KITTITAS COUNTY SHERIFF'S OFFICE

Agreement No. 13-132

THIS AGREEMENT is made and entered into this 1st day of September, 2012, by and between the Kittitas County Sheriff's Office (hereinafter referred to as "Sheriff") and the Washington Department of Natural Resources (hereinafter referred to as "DNR").

PURPOSE
The purpose of this Agreement is to specially commission DNR limited authority law enforcement officers in Kittitas County, Washington in compliance with the requirements of the Washington Mutual Aid Peace Officers Powers Act (chapter 10.93 RCW) and the Interlocal Cooperation Act, (chapter 39.34 RCW).

RECITALS

A. RCW 10.93.090 provides that a specially commissioned Washington Peace Officer as defined therein may exercise authority which the special commission vests in the officer pursuant to a Mutual Law Enforcement Assistance Agreement.

B. The DNR Law Enforcement Service unit consists of limited authority Law Enforcement Officers (hereinafter referred to as "LEOs") who have Washington State Criminal Justice Training Commission (CJTC), basic law enforcement training or the equivalency, and maintain all CJTC training standards.

C. Under the Interlocal Cooperation Act, any law enforcement agency referred to by this chapter may contract with any other agency with the requisite authority to provide mutual law enforcement assistance.

D. The Sheriff, in whose primary territorial jurisdiction the exercise of the police power occurs, has the authority to specially commission LEOs.

E. Effective law enforcement depends upon the immediate action to protect lives and property and to preserve the peace without regard to jurisdictional limitations.

F. The Sheriff and DNR want to provide qualified LEOs with the authority to enforce all criminal laws of the state in Kittitas County when a LEO is acting within the scope of his or her LEO duty and an offense occurs within the presence of the LEO.

G. The Sheriff is responsible for law enforcement on public lands in their County.

IT IS THEREFORE MUTUALLY AGREED THAT:

COMMISSION
LEOs will be limited commissioned Kittitas County Deputy Sheriffs with the authority to enforce all statewide criminal laws within the primary territorial jurisdiction of the Sheriff when a LEO is acting within the scope of his or her LEO duty and an offense occurs within the presence of the LEO.

PARTICIPATION
Participation in this Agreement is purely voluntary and is not intended to impose an affirmative obligation on LEOs to enforce the law when an offense occurs in their presence. DNR shall have primary interest in law enforcement activities within its territorial and subject matter jurisdiction.

TERMS
Subject to its other provisions, the period of performance of this Agreement shall commence on the date of signature and continue for a period of five years.

NO COMPENSATION
This is a non-financial Agreement. In no event shall either party seek compensation for work performed under this Agreement.

STATUS OF LEO(S)
A. Only LEOs who have successfully completed a course of basic training prescribed or approved by CJTC and maintain all CJTC training standards are eligible for a limited commission under this Agreement.

B. At the inception of this Agreement and whenever DNR hires any future LEO, DNR shall provide the Sheriff with verification of the foregoing certification requirements or that the new officer meets them, as the case may be.

C. DNR shall remain liable for its LEO's salaries, workers compensation protection and civil liabilities and each LEO shall be deemed to be performing regular duties for DNR while performing services pursuant to this Agreement.

LIABILITY
DNR shall be responsible for all liability of whatever nature arising from the acts of its own law enforcement officers and employees to the extent provided by law. DNR shall indemnify Sheriff for any judgments, claims or costs incurred by the Sheriff arising from the acts of DNR's own law enforcement officer and employees as permitted by law. Under no circumstances shall either party be liable for the acts of employees of the other party performed under color of this Agreement.

NOTICE AND REPORTING
Whenever an LEO acts pursuant to this special commission, the LEO shall as soon as practicable notify the Sheriff's shift supervisor of the nature and location of the incidents. The LEO shall promptly prepare a complete written report of the incident and provide the report to the Sheriff within 24 hours of the incident.

INDEPENDENT CAPACITY
The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AMENDMENT
This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION
Either party may revoke this Agreement at any time upon three (3) days written notice to the other and the revocation shall be effective two (2) days after notice is received by the other party.

GOVERNING LAW AND VENUE
This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Kittitas County.

ASSURANCES
The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable current or future federal, state and local laws, rules, and regulations.

WAIVER
A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

SEVERABILITY
If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

ALL WRITINGS CONTAINED HEREIN
This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement by duly authorized representatives as of the date of their signatures.

KITTITAS COUNTY
SHERIFF'S OFFICE

Dated: 9/13, 2012

Signature: _____
Sheriff Gene Dana

Title: Kittitas County Sheriff

Address: 205 W 5th Ave.
Ellensburg, WA 98926-2887

Telephone: 509-962-7525

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: 11/8, 2012

Signature: _____
Peter Goldmark

Title: Commissioner of Public Lands

Address: 1111 Washington St SE
PO Box 47014
Olympia, WA 98504-7014

Telephone: 360-902-1000