

**BOARD OF COUNTY COMMISSIONERS  
COUNTY OF KITTITAS  
STATE OF WASHINGTON**

**RESOLUTION NO. 2016- 080**

A RESOLUTION AUTHORIZING EXECUTION OF DEPARTMENT OF THE ARMY LICENSE YAKIMA TRAINING CENTER MILITARY INSTALLATION YAKIMA AND KITTITAS COUNTIES, WASHINGTON

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

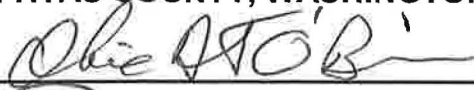
WHEREAS, The Secretary of the Army (Secretary), or duly authorized representative of the Secretary, hereby grants to Kittitas County Sheriff's Office as the grantee, a non-exclusive license for use of lands at Yakima Training Center Military Reservation, Washington, as described in the license document, a copy of which is attached hereto and incorporated by reference, and

WHEREAS, this license is granted for a term of one year, beginning May 1, 2016 and ending April 30, 2017, with conditions as described in the license document


NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED, that the License document for use of the Yakima Training Center Military Installation be accepted, and the Sheriff or his Deputy designated by him in writing is authorized to sign such document.

**ADOPTED** this 21<sup>st</sup> day of June 2016.

**BOARD OF COUNTY COMMISSIONERS  
KITTITAS COUNTY, WASHINGTON**

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Vice-Chairman


  
\_\_\_\_\_  
Commissioner



  
Julie A. Kjorsvik

RESOLUTION

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

**DEPARTMENT OF THE ARMY LICENSE**  
**YAKIMA TRAINING CENTER MILITARY INSTALLATION**  
**YAKIMA AND KITTITAS COUNTIES, WASHINGTON**

**THE SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, or duly authorized representative under authority of the General Administrative Powers of Secretary, hereby grants to **Kittitas County Sheriff's Office**, hereinafter referred to as the grantee, a non-exclusive license for use of ranges 1, 2, 6, 24, and 73 for law enforcement weapons qualifications training and range 25 for V-150 armored personnel carrier training over, across, in and upon lands at Yakima Training Center Military Reservation, Washington, hereinafter referred to as the premises.

**THIS LICENSE** is granted subject to the following conditions.

**1. TERM**

This license is granted for a term of one year, beginning **1 May 2016** and ending **30 April 2017**, but revocable at will by the Secretary of the Army. It is authorized for no more than seven (7) consecutive days and no more than 30 days for the term.

**2. CONSIDERATION**

a. The grantee shall pay in advance to the United States the amount of Waived and NO / 100 DOLLARS (\$0.00), (in full for the term hereof) (payable           ) to the order of the Finance and Accounting Officer,                                  District, and delivered to                                 .

b. All consideration and other payments due under the terms of this license must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, (31 U.S.C. Section 3717). This statute requires the imposition of an interest charge for the late payment of debts owed to the United States; an administrative charge to cover the costs of processing and handling delinquent debts; and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of debts. Interest will accrue from (the due date) (the later of the due date or the date notification of the amount due is mailed to the grantee). An administrative charge to cover the cost of processing and handling

each payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of delinquency and will continue to accrue until the debt is paid in full.

(3) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

### **3. NOTICES**

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, to **Kittitas County Sheriff's Office, 307 W. Umptanum Rd., Ellensburg, Washington 98926. POC, Deputy Benjamin Corbett, Primary Phone Number: 509-306-1118**, and if to the United States, to **Public Works, ATTN: IMLM-PWM, Box 339500, MS 17, Joint Base Lewis-McChord, Washington 98433-9500**; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

### **4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

### **5. SUPERVISION BY THE INSTALLATION COMMANDER**

The use and occupation of the premises shall be subject to the general supervision and approval of the Installation Commander hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

### **6. APPLICABLE LAWS AND REGULATIONS**

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

### **7. CONDITIONAL USE BY GRANTEE**

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises.
- c. subject to other outgrants of the United States on the premises.
- d. personal to the grantee, and this license, or any interest therein, may not be transferred or assigned.

## **8. CONDITION OF PREMISES**

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

## **9. COST OF UTILITIES**

The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

## **10. PROTECTION OF PROPERTY**

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## **11. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who

may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

## **12. RESTORATION**

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the Installation Commander may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

## **13. NON-DISCRIMINATION**

The grantee shall not discriminate against any person or persons or exclude them from participation in the grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the premises. The grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

## **14. TERMINATION**

This license may be terminated by the grantee at any time by giving the Installation Commander at least ten days' notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event that said notice is not given at least ten days prior to the rental due date, the grantee shall be required to pay the consideration for the period shown in the Condition on CONSIDERATION.

## **15. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or



prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

#### **16. HISTORIC PRESERVATION**

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

#### **17. DISCLAIMER**

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

#### **18. SPECIAL CONDITIONS**

a. Access to the Yakima Training Center Military Reservation will be coordinated with Range Operations prior to all entries on to said military reservation lands.

b. A copy of this license and the approved land request from Range Operations will be carried by the grantee while on Yakima Training Center Military Reservation.

c. The grantee shall comply with all land use requirements in place when in use.

d. Use must be scheduled in advance with Range Operations.

e. All use of Yakima Training Center ranges, as well as all handling, movement and storage of explosives and other hazardous materials on Yakima Training Center, is subject to U.S. Army, Installation Management Command, and Yakima Training Center regulations and range Standing Operating Procedures. Grantee shall conform to those or obtain approval from the Joint Base Commander for any issues or activities related to range use that does not conform to these standards.

f. Grantee shall designate a grantee range Officer In Charge (OIC) and Range Safety Officer (RSO) to Range Control, and shall certify to Range Control those designated personnel have completed National Rifle Association or equivalent training for the weapons to be fired, and shall certify the designated RSO has completed National Rifle Association or equivalent training as a Range Safety Officer.

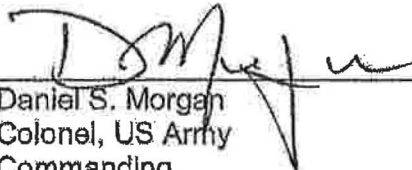
g. Grantee shall designate a grantee range Officer In Charge (OIC) and Range Safety Officer (RSO) to Range Control, when using Selah Airstrip and shall certify to Range Control those designated personnel have completed Washington State Certified Emergency Vehicle Operations Course (EVOC) training.

h. Grantee shall coordinate any desired media involvement while on Yakima Training Center with the Joint Base Lewis-McChord Public Affairs Officer (PAO). No media shall be permitted on the base without prior approval from the PAO.


i. Grantee agrees to inform all people entering onto Yakima Training Center land under this agreement of the need for Unexploded Ordinance (UXO) awareness training prior to entry onto the installation. Training is located at the following link:  
<http://www.lewis-mcchord.army.mil/safety/Pages/All/UXO.aspx>

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 15 day of JUNE 2016.

  
Daniel S. Morgan  
Colonel, US Army  
Commanding

THIS LICENSE is also executed by the grantee this 12<sup>TH</sup> day of JUNE 2016.

  
Signature.

DEPUTY BENJAMIN CORBETT KCSO  
Typed or Printed Name and Title



**U.S. ARMY**  
**JOINT BASE LEWIS-McCHORD - YAKIMA TRAINING CENTER**

**RECORD OF ENVIRONMENTAL CONSIDERATION**  
**Programmatic Land Use Agreement For Law Enforcement Agencies**

Agency Name: Kittitas County Sheriff's Office

Date: 18 Dec 15

**1. Project Title:**

Programmatic Land Use Agreement for Law Enforcement Agencies for 2016

**2. Background:**

The Army proposes to enter into real property license agreements (or Land Use Agreements [LUA]) with various Law Enforcement Agencies (LEAs) throughout Washington state (city, county, state and federal level) to grant non-exclusive use of ranges and certain training facilities on Joint Base Lewis-McChord Yakima Training Center (JBLM-YTC) for a one-year term. Environmental review by YTC DPW for each LEA request will be valid for a five-year term. There are approximately 160 different non-military LEAs in Washington state that are considered eligible for short-term real property licenses under this NEPA analysis. The use of facilities and ranges available at JBLM-YTC will be for the purpose of maintaining weapon and tactical movement proficiency. JBLM Regulation 350-31 (available from YTC Range Operations), is the principal guidance regulation for preparation and execution of training at JBLM-YTC and use of YTC must be in accordance with this regulation. Law Enforcement training may include such actions as weapons qualifications, room/building entries, sniper qualifications, tactical movement over varied terrain, simmunitions training, tactical vehicle maneuvers, fire maneuver training, and immediate action drills.

**3. Description of Proposed Action:**

The Army would grant a one-year Land Use Agreement to Washington State Law Enforcement Agencies for annual events at JBLM-YTC to conduct training (e.g., weapons qualifications, room/building entries, sniper qualifications, tactical movements over varied terrain, simmunitions training, tactical vehicle maneuvers, fire maneuver training and immediate action drills at existing ranges). YTC DPW environmental review of the proposed LUA for each LEA will be valid for a five-year period. The use of .223 cal M4 Commando, .40 caliber, .45 caliber, 5.56 mm, 7.62 mm, and 9 mm weapons are authorized for training, as well as 12 gauge shotguns, 37 & 40 mm gas and less lethal launchers, noise flash diversionary devices, smoke, riot control lachrymators (e.g., tear gas, pepper spray), and simmunitions training munitions. JBLM-YTC facilities that may be used include the ballistic shoot-house; Ranges 1, 2, 3, 6, 11, 24, 25 (Urban Assault Course), 73, Sniper Field Fire Range, Selah Drop Zone, and IED Lanes (additional facilities may be available upon request to Range Operations). The maximum number of participants would be 50 people per day, for up to one week per event, with up to six events per year. Total days of use would not exceed 30.

**4. Results of screening criteria for Categorical Exclusion (CX), and discussion of Impact Analysis:**

This proposal qualifies as a CX because it satisfies all three Screening Criteria (i.e., the action is not segmented, no extraordinary circumstances exist, and one or more CXs encompass the proposal). The proponent is required to comply with any terms, conditions, mitigation, permits, etc., set forth in this REC.

**5. Additional terms, conditions and/or mitigation required as determined by YTC Resource Specialists:**

1.) An Officer in Charge (OIC) must be designated and validated by the agency's Chief. 2.) Range or training facility requests must go through the Directorate of Plans, Training, Mobility and Security (DPTMS), where it will be entered into the Range Facility Management Support System (RFMSS) by Range Operations. 3.) If any facilities (other than ranges) are being requested for use in conjunction with a range or ranges, this must be done with express coordination of the Range Operations officer. 4.) Hazardous materials/Waste --- All spills must be reported and a spill report completed with the One Stop Yard. All spills must be cleaned up and debris taken to the One Stop Yard (if your location is down-range report to Range Operations; if your location is in Cantonment Area report to DA Police). Spills on roads and other developed surfaces must be cleaned up with absorbent and the absorbent taken to the One Stop Yard. Spills to soils must be cleaned up by surface scraping. Down-range training may result in generation of refuse (i.e., water bottles, food wrappers, etc.). This refuse may be disposed of at the Refuse Point. If brass is generated, it must be removed to the trainees' duty station, as well as any ammunition boxes, following the requirements of volume 49 of the Code of Federal Regulations (CFR) Parts 100-185 and Washington Administrative Code (WAC) Chapter 173-303. Brass and ammunition boxes may not be disposed of in the Refuse Point roll-off boxes or in any waste receptacle on YTC.

**U.S. ARMY**  
**JOINT BASE LEWIS-McCHORD - YAKIMA TRAINING CENTER**

**RECORD OF ENVIRONMENTAL CONSIDERATION**  
**(Programmatic Land Use Agreement)**

Agency Name:

**9. Project Proponent**

☒ CALIMLIM,LORETO.SABI  
NIANOJR.1187667450  
Date: 2 Feb 16  
Name: Jun Calimlim  
Title: YTC Staff Engineer

**Caveat with this NEPA document:**

*Any change in the magnitude, location, duration, or timing of this project will require re-evaluation and possible revised documentation by the Proponent with Public Works, Environmental Division NEPA Coordinator (509.577.3789).*

**10. Preparer:**

Jay Becker  
NEPA Coordinator, JBLM YTC DPW-ED  
Date: 18 Dec 15

**11. Compliance Screening:**

**A. Environmental Baseline Survey**

☒ N/A  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**B. Wildlife/Vegetation**

LEINGANG.COLIN.G.124  
☒ 4568439  
Date: \_\_\_\_\_  
Colin Leingang  
Wildlife Program Mgr., JBLM YTC DPW-ED

**C. Cultural Resources**

KORGEL.RANDY.MI  
☒ CHAEL.1265424046  
Date: \_\_\_\_\_  
Randy Korgel  
Cultural Resources Mgr., JBLM YTC DPW-ED

**D. Infrastructure**

CALIMLIM,LORETO.SABI  
☒ NIANOJR.1187667450  
Date: 2 Feb 16  
Jun Calimlim  
Staff Engineer, JBLM YTC DPW

**E. Range Operations/DPTMS**

HOLMAN.GEORGE.DO  
☒ UGLASJR.1122951851  
Date: \_\_\_\_\_  
George Holman  
Range Officer, JBLM YTC DPTMS-RD

**F. Environmental Compliance**

EASTENES.RUSSELL.J.JR.1  
☒ 399256271  
Date: \_\_\_\_\_  
Russell Eastenes  
Env. Compliance Mgr., JBLM YTC DPW-ED

**G. Natural Resources**

NISSIN.PETER.E.12316  
☒ 04886  
Date: \_\_\_\_\_  
Peter E. Nissen  
Natural Resources Mgr., JBLM YTC DPW-ED

## 12. Approval

TAAFFE,MARGARET.A.1231  
X 559228

Date: \_\_\_\_\_

Margaret Taaffe

Chief, JBLM YTC DPW-ED



GENE DANA, SHERIFF  
**KITTITAS COUNTY SHERIFF'S OFFICE**

307 W. Umptanum Rd ♦ Ellensburg, WA 98926

(509) 962-7525 ♦ (509) 674-2584

FAX (509) 962-7599

February 11, 2016

Paul V. Erlandson  
YTC-RO Scheduling  
Bldg 1805 970 Firing Center Rd.  
Yakima, WA. 98901

Dear Mr. Erlandson,

The purpose of this letter is to formally request consideration for the use permit for the Yakima Training Center. Specifically its ranges and facilities by the members of the Kittitas County Sheriff's Office and the multi-agency Special Response Team.

Our request is for January 1, 2016 through January 1, 2017. As for dates that we plan on utilizing YTC ranges as of now we do not have any hard dates for training, we will work in the parameters set forth by YTC.

Kittitas County Sheriff's Office consists of 36 commissioned Deputies and the Special Response Team consists of 11 operators, two being from Central Washington University and one from Cle Elum Police Department.

We would be utilizing simunitions, 12ga, 9mm, .40, .45, .223, and .308 calibers on YTC ranges, specifically ranges 1, 2, 6, 24, 25, and 73. We would also be using our V-150 armored personnel carrier in scenarios.

Our training outline would include weapon qualifications, active shooter scenarios, building clearing, sniper reconnaissance, barricaded suspect scenarios, and other scenarios we encounter in law enforcement.

Direct representatives for permit request are below.

Deputy/Operator Benjamin Corbett 509-306-1118  
[ben.corbett@co.kittitas.wa.us](mailto:ben.corbett@co.kittitas.wa.us)  
Deputy/Team Leader Ben Kokjer 509-899-0407  
[ben.kokjer@co.kittitas.wa.us](mailto:ben.kokjer@co.kittitas.wa.us)

Thank you for your consideration of this request.

Regards,

Deputy Benjamin Corbett  
Kittitas County Sheriff's Office



GENE DANA, SHERIFF  
**KITTITAS COUNTY SHERIFF'S OFFICE**

307 W. Umptanum Rd ♦ Ellensburg, WA 98926

(509) 962-7525 ♦ (509) 674-2584

FAX (509) 962-7599

June 14, 2016

Robert G. Armour  
Realty Specialist, Master Planning Division  
Joint Base Lewis-McChord, WA  
[Robert.g.armour.civ@mail.mil](mailto:Robert.g.armour.civ@mail.mil)

RE: Department of Army License, Yakima Training Center

Dear Mr. Armour,

I Kittitas County Sheriff Gene Dana, authorize the signature of Deputy Benjamin Corbett as an authorized representative solely for the license approval between the Kittitas County Sheriff's Office and the Department of Army for weapons qualifications and training upon the lands of the Yakima Training Center Military Reservation.

Sincerely,

A handwritten signature in black ink, appearing to read "Gene Dana".

Gene Dana,  
Sheriff