

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

RESOLUTION NO. 2025-126

**A RESOLUTION AUTHORIZING EXECUTION OF AN INTERAGENCY AGREEMENT
BETWEEN KITTITAS COUNTY SHERIFF'S OFFICE AND THE WASHINGTON STATE
DEPARTMENT OF NATURAL RESOURCES**

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

WHEREAS, the purpose of this agreement is to provide for Mutual Aid Peace Officer Powers Act pursuant to the provisions of Chapter 10.93 RCW; and

WHEREAS, 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 Power Act; and

NOW, THEREFORE, BE IT HEREBY RESOLVED AND IT IS HEREBY ORDERED, that the Board of County Commissioners of Kittitas County, Washington authorizes the execution of the Interagency Agreement between Kittitas County Sheriff's Office and The Washington State Department of Natural Resources that is attached hereto, and incorporated herein by this reference, and which shall be forthwith filed with the Kittitas County Auditor pursuant to RCW 39.34.040.

ADOPTED this 17th day of June 2025.

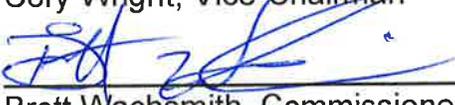
**BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON**



Laura Osjadacz, Chairman



Cory Wright, Vice-Chairman



Brett Wachsmith, Commissioner



ATTEST:



- Clerk of the Board- Julie Kjorsvik
 Deputy Clerk of the Board- Mandy Buchholz

RESOLUTION





**MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT
WITH THE KITTITAS COUNTY SHERIFF'S OFFICE**

Agreement No. 93-109072

THIS AGREEMENT between the Kittitas County Sheriff's Office (hereinafter referred to as "Sheriff") and the Washington State Department of Natural Resources (hereinafter referred to as "DNR").

Kittitas County Sheriff's Office

307 West Umptanum Rd.

Ellensburg, WA 98926

Phone: 509-962-7525

Email: sheriff.office@co.kittitas.wa.us

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. DNR's Police unit consists of limited authority Natural Resource Police Officers (hereinafter referred to as "NRPOs") who have Washington State Criminal Justice Training Commission (CJTC), basic law enforcement training or the equivalency, and maintain all CJTC training standards.

- C. Per 10.93.130 RCW, and under the Interlocal Cooperation Act (39.34 RCW), any law enforcement agency referred to by this chapter may contract with any other agency with the requisite authority for the purpose of providing 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 NRPOs.
- 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 NRPOs with the authority to enforce all criminal laws of the state in Kittitas County when a NRPO is acting within the scope of his, her, or their NRPO duty and an offense occurs within the presence of the NRPO.
- G. The Sheriff is responsible for law enforcement on public lands in their County.

IT IS THEREFORE MUTUALLY AGREED THAT:

COMMISSION

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

PARTICIPATION

Participation in this Agreement is purely voluntary and is not intended to impose an affirmative obligation on NRPOs 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.

PERIOD OF PERFORMANCE

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

NO COMPENSATION

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

STATUS OF NRPO(S)

- A. Only NRPOs 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 NRPO, 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 NRPO's salaries, workers compensation protection and civil liabilities and each NRPO 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 NRPO acts pursuant to this special commission, the NRPO shall, as soon as practicable, notify the Sheriff's shift supervisor of the nature and location of the incident(s). The NRPO shall promptly prepare a complete written report of the incident(s) and provide the report to the Sheriff within 24 hours of the incident.

Additionally, if an NRPO is the subject of an administrative investigation for any conduct that would, if the allegation(s) is/are substantiated, require the Washington Criminal Justice Training Commission to deny or revoke the certification of a peace officer, DNR will notify the PCSO immediately of the nature of the allegation. The information provided to the PCSO will be used to determine whether the commission for the subject NRPO will be suspended by the Sheriff.

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 Thurston County.

ASSURANCES

The parties agree that all activity pursuant to his 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.

HARASSMENT

CONTRACTOR hereby has access to the following DNR's policies:

Per RCW 43.01.135, DNR Policy PO01-052, Sexual Harassment, linked below, outlines DNR's commitment and expectations for contractors:

https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf

DNR Policy PQ01-051, Safe and Respectful Workplace, linked below, outlines DNR's commitment and the expectations for contractors:

www.dnr.wa.gov/publications/em_safe_respectful_workplace_policy.pdf

DNR Policy PO01-037, Harassment Prevention, linked below, outlines DNR's commitment and expectations for contractors:

www.dnr.wa.gov/publications/em_harassment_prevention_policy_037.pdf

SEVERABILITY

The provisions of this agreement are severable. 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.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

1. Nondiscrimination Requirement. During the term of this contract, CONTRACTOR, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, CONTRACTOR, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or subcontractor, has a collective bargaining or other agreement.
2. Obligation to Cooperate. CONTRACTOR, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that CONTRACTOR, including any subcontractor, has engaged in discrimination prohibited by this contract pursuant to RCW 49.60.530(3).
3. Default. Notwithstanding any provision to the contrary, DNR may suspend CONTRACTOR, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until DNR receives notification that CONTRACTOR, including any subcontractor, is

cooperating with the investigating state agency. In the event CONTRACTOR, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DNR may terminate this contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. CONTRACTOR or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

4. **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of contract termination or suspension for engaging in discrimination, CONTRACTOR, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. DNR shall have the right to deduct from any monies due to CONTRACTOR or subcontractor, or that thereafter become due, an amount for damages CONTRACTOR or subcontractor will owe DNR for default under this provision.

CONTRACT MANAGEMENT

CONTRACTOR Contract Manager Information	DNR Contract Manager Information
Sheriff Clayton Myers Kittitas County Sheriff's Office 307 West Umptanum Rd. Ellensburg, WA 98926 Phone: 509-962-7525 Email: sheriff.office@co.kittitas.wa.us	Chief Sam Ramirez Department of Natural Resources 1111 Washington Street Olympia, WA 98504 Phone: 360-902-1625 Email address: sam.ramirez@dnr.wa.gov
CONTRACTOR Project Manager Information	DNR Project Manager Information
Sheriff Clayton Myers Kittitas County Sheriff's Office 307 West Umptanum Rd. Ellensburg, WA 98926 Phone: 509-962-7525 Email: sheriff.office@co.kittitas.wa.us	Chief Sam Ramirez Department of Natural Resources 1111 Washington Street Olympia, WA 98504 Phone: 360-902-1625 Email address: sam.ramirez@dnr.wa.gov

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**

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES**

Clay 6-10-25
Signature Date
Sheriff Clayton Myers
Name
Sheriff, Kittitas County
Title

307 W. Umptanum Rd.
Ellensburg, WA 98926

Address
509-962-7525
Telephone

Dave Upthegrove 6/23/2025
Signature Date
Dave Upthegrove
Name
Commissioner of Public Lands
Title

1111 Washington St. SE
PO Box 47011
Olympia, WA 98504-7011

Address
360-902-1000
Telephone