

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

RESOLUTION NO. 2020- 027

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN BUREAU OF LAND MANAGEMENT SPOKANE DISTRICT OFFICE AND THE
KITTITAS COUNTY SHERIFF'S OFFICE

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides for more effective and efficient use of resources by allowing agencies to enter into cooperative agreements to make mutual use of their abilities, and

WHEREAS, the increased protection of persons and property on the public lands and roads administered by the US Department of the Interior, Bureau of Land Management (BLM), through cooperation between Kittitas County Sheriff's Office and BLM, by the granting and acceptance of authority for BLM law enforcement officers to enforce State and local laws and regulations pursuant to this Agreement is of mutual value; and

WHEREAS, the Sheriff can and has specially deputized a BLM enforcement officer for such purposes, and

WHEREAS, the parties desire to formalize the terms and conditions applicable to such special appointment,

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of County Commissioners of Kittitas County, Washington authorizes the execution of the Interlocal Agreement between Bureau of Land Management Spokane District Office and the Kittitas County Sheriff's Office, 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 18th day of February 2020.

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



Chairman



Vice-Chair



Commissioner


APPROVED AS TO FORM: #22072



Douglas R. Mitchell, Deputy Prosecuting Attorney



ATTEST:

- 

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

MEMORANDUM OF UNDERSTANDING AND INTERLOCAL AGREEMENT
BETWEEN THE

BUREAU OF LAND MANAGEMENT
SPOKANE DISTRICT OFFICE

AND THE

KITTITAS COUNTY SHERIFF'S OFFICE

I. PURPOSE

This Memorandum of Understanding (MOU) is entered pursuant to the authority of RCW (Revised Code of Washington) Chapter 39.34 and 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 Kittitas County Sheriff's Office and the BLM, by the granting and acceptance of authority for BLM law enforcement officers to enforce State and local laws and regulations pursuant to 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. Kittitas County Sheriff's Office

Section 36.28.020 of the RCW grants the Sheriff of Kittitas County the power to deputize persons in writing to perform particular tasks. The person designated below by BLM has been specially commissioned by the Kittitas County Sheriff pursuant to that statute and as defined in RCW 10.93.020(5).

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, Oregon/Washington State Office
- D. Special Agent-in-Charge (SAC) – BLM Special Agent-in Charge for the Oregon/Washington State Office

IV. PROCEDURES

- A. The Kittitas County Sheriff has the authority to enforce the laws of the State of Washington and the ordinances of Kittitas County on such public lands administered by the BLM that lie within the confines of Kittitas County; and is limited as to the amount of protection, patrol, and investigation that can be provided on those public lands, waters, roads, and trails administered by the BLM within Kittitas County.
- B. The State Director, SAC, and the Kittitas County Sheriff hereby mutually agree that it is desirable to cooperate and collaborate in better utilizing the resources of both agencies while providing for more adequate protection of persons and property on the public lands as follows:
 - 1. The Kittitas County Sheriff agrees to continue to enforce the civil and criminal laws of Washington State and Kittitas County on the public lands, waters, roads, and trails administered by the BLM within the normal scope of duty to the extent of current financial and manpower resources without reimbursement by the BLM.
 - 2. The BLM agrees, within the availability of funds and established Federal regulations and policies, to enforce the authorized Federal laws and regulations pertaining to the public lands administered by the BLM, and State

and local laws in connection with their duties in the administration and regulation of the use and occupancy of the public lands as defined herein.

3. The Kittitas County Sheriff's Office and the BLM mutually agree to provide the maximum cooperation, assistance, and coordination possible, within the availability of funds and established laws, regulations, and policies governing the respective agencies that will assure the protection of persons and property on the public lands, waters, roads, and trails administered by the BLM within the confines of Kittitas County.
4. The Kittitas County Sheriff further agrees that pursuant to RCW 36.28.020 he will designate BLM LEO, Ranger Timothy L Nicoulin Jr., as a Special Deputy of the Kittitas County Sheriff's Office for enforcement of Washington State laws and regulations and Kittitas County ordinances in Kittitas County. The Kittitas County Sheriff further understands and agrees that Ranger Nicoulin is limited by the BLM to exercise said enforcement authority only in connection with his duties in the administration and regulation of the use and occupancy of the public lands as defined herein. Ranger Nicoulin will be further instructed that the BLM may discipline any of its LEOs who exercise State and/or local law enforcement authority in violation of the restrictions imposed upon them by the BLM. Prior to any such designation, the BLM agrees to provide any training required by Washington State law or the Kittitas County Sheriff's Office to Ranger Nicoulin.

It is understood and agreed that the authority granted by the Kittitas County Sheriff includes the authority to execute any valid State or local warrant that the Kittitas County Sheriff's Office has the authority to execute and for which the Kittitas County Sheriff's Office has the authority to grant. However, it is understood that the BLM limits Ranger Nicoulin to exercise such authority only in connection with his duties in the administration and regulation of the use and occupancy of the public lands as defined herein, and, when feasible, upon the request of the Kittitas County Sheriff's Office.

5. The BLM further agrees to take the following mutually agreed upon actions related to violations of Washington State laws and Kittitas County ordinances.
 - a. To respond to requests for back-up services to each other in emergency "officer needs assistance" situations, as may be reasonable, prudent, and necessary under the circumstances. It is further understood and agreed that all officers will be instructed that Ranger Nicoulin is limited to responding to those situations not on public lands where he is the closest available officer and is within reasonable proximity, considering all factors, to the situation requiring assistance.
 - b. To issue citations, arrest, and/or release persons suspected of violations of Washington State laws, regulations, or Kittitas County ordinances related

to the administration and regulation of the use, occupancy, and development of Public Lands.

- c. To detain persons suspected of violating Washington State laws, regulations, or Kittitas County ordinances, any witnesses to those violations, and to protect any related crime scene, pending arrival of the state or local agency having primary jurisdiction.
- d. To arrest, transport, and release to an available state or local law enforcement officer any person having a valid State or local warrant for his/her arrest when requested by the Kittitas County Sheriff's Office.

V. SCOPE AND CONDITIONS

- A. Neither party shall be liable to the other or 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. Ranger Nicoulin will remain under the supervision and responsibility of the BLM. Ranger Nicoulin shall not be considered as coming within the scope of the Kittitas County Sheriff's Office employment and none of the benefits of Kittitas County Sheriff's Office will be conferred under this MOU.
- D. During the performance of this MOU, the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, age, disability, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age, disability, or national origin.
- E. Each party will furnish written information necessary for mutual enforcement operations.
- F. Any issues which cannot be reconciled between the Kittitas County Sheriff's Office and Ranger Nicoulin or any issue that affects either party's performance under this MOU shall be referred to the SAC. The SAC will be responsible for coordinating with the appropriate officials to mutually resolve any issue.
- G. Nothing in this MOU will be construed as affecting the authorities of either party or as binding beyond their respective authorities.
- H. 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 will 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.

- I. 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.
- J. 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.
- K. This MOU shall be effective from the date of execution and shall remain in effect until 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.
- L. This Agreement shall be filed as required by RCW 39.34.040 upon ratification.

VI. APPROVED

Clayton Myers
Clayton Myers
Kittitas County Sheriff

**BARRY
BUSHUE**
Digitally signed by BARRY
BUSHUE
Date: 2020.07.29 13:03:54
-07'00'

Barry R. Bushue
State Director
Oregon/Washington
Bureau of Land Management

2-4-2020
Date

July 29, 2020
Date

[Handwritten Signature]

Thomas E. Huegerich *Loren Good*
Special Agent-in-Charge (Acting)
Region 2 (AK, ID, OR/WA)
Bureau of Land Management

7-29-20

Date

ADOPTED this *18th* day of *February* 20*20*

BOARD OF COUNTY COMMISSIONERS

KITTITAS COUNTY, WASHINGTON

Chair

Vice Chair

Commissioner



[Handwritten Signature]

APPROVED AS TO FORM:

7-22877
Douglas R. Mitchell, Deputy Prosecuting Attorney

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