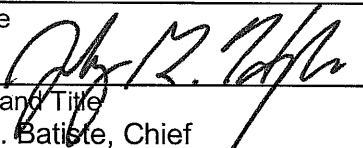
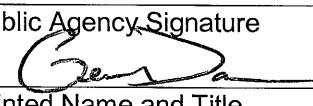


WASHINGTON STATE PATROL INTERAGENCY AGREEMENT Marijuana Eradication 2006		WSP Contract No. C061169FED
		Other Contract No.
This Agreement is between the State of Washington, Washington State Patrol and the Public Agency identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.		
PUBLIC AGENCY NAME Kittitas County Sheriff's Office		Public Agency Federal Employer Identification Number 91-6001349
Public Agency Location Address 205 West 5th Ellensburg WA 98926		Public Agency Mailing Address (if different from location address)
Public Agency Contact Name Sheriff Gene Dana		Public Agency Contact Telephone (509) 962-7525
Public Agency Contact Fax		Public Agency Contact E-mail Address
WSP Contact Information		
WSP Project Manager Name and Title Lieutenant Rich Wiley Narcotics Section		WSP Project Manager Address WSP Investigative Assistance Division PO Box 42634, Olympia WA 98504-2634
Telephone (360) 507-0453	Fax (360) 704-2973	E-mail Address rich.wiley@wsp.wa.gov
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602
Telephone (360) 753-0602	Fax (360) 664-0657	E-mail Address jeff.hugdahl@wsp.wa.gov
Federal Assistance Information		
Is the Public Agency a subrecipient of federal assistance for the purposes of this agreement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		CFDA Number(s) 16.000
Federal Grant Award Name Domestic Cannabis Eradication/Suppression		Federal Grant Award Number 2006-109
Is this agreement funded by a federal award for research and development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Federal Award Year 2006
Agreement Start Date January 1, 2006	Agreement End Date December 31, 2006	Maximum Agreement Amount \$4,000.00
This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.		
FOR THE WASHINGTON STATE PATROL:		FOR THE PUBLIC AGENCY:
WSP Signature 	Date 1/4/06	Public Agency Signature 
Printed Name and Title FOR: John R. Batiste, Chief		Date 1/24/06
		Printed Name and Title Gene Dana, Sheriff

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/12/02

WSP INTERAGENCY AGREEMENT (Continued)

1. Definitions.

"Agreement" means this Interagency Agreement, including all documents attached or incorporated by reference.

"Public Agency" means the entity performing services to this Agreement and includes the Public Agency's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Public Agency shall not be considered an employee or agent of WSP.

"WSP" means the State of Washington, Washington State Patrol, and its officers, directors, trustees, employees and/or agents.

2. **Statement of Work.** The Public Agency shall perform the services as set forth in Exhibit A, Statement of Work; which is attached hereto and incorporated herein.
3. **Payment.** WSP shall pay the Public Agency an amount not to exceed the Maximum Agreement Amount specified on Page 1 of this Agreement, minus any matching requirements held by the Public Agency as specified in this Agreement.
4. **Billing Procedure.** WSP shall reimburse the Public Agency according to Exhibit A, Statement of Work, for work performed to the satisfaction of the WSP Project Manager. Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted not more often than monthly to the WSP Project Manager. The invoices shall describe and document to WSP's satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees and expenses. All invoices submitted for payment by the Public Agency shall reference WSP's agreement number.
5. **Agreement Alterations and Amendments.** WSP and the Public Agency may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Public Agency.
6. **Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.
7. **Disputes.** In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Public Agency shall appoint a member to the Dispute Board. The Chief of WSP and the Public Agency shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement. ~~As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.~~
Does NOT APPLY - NOT A STATE AGENCY.
8. **Indemnification.** The Public Agency shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Public Agency and its subcontractors. WSP shall be responsible for and shall indemnify and

WSP INTERAGENCY AGREEMENT (Continued)

hold the Public Agency harmless for all claims resulting from the acts or omissions of WSP and its subcontractors.

9. **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.
10. **Inspection; Maintenance of Records.** During the term of this Agreement and for one year following termination or expiration of this Agreement, the Public Agency shall give reasonable access to the Public Agency's place of business and records to WSP and any other employee or agent of the State of Washington or the United States of America for the purpose of inspecting the Public Agency's place of business and its records, and monitoring, auditing and evaluating the Public Agency's performance and compliance with applicable laws, regulations, rules and this Agreement.

During the term of this Agreement and for six years following termination or expiration of this Agreement, the Public Agency shall maintain records sufficient to document (i) performance of all acts required by statute, regulation, rule, or this Agreement; (ii) substantiate the Public Agency's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records which sufficiently and properly document the Public Agency's invoices to WSP and all expenditures made by the Public Agency to perform as required by this Agreement.

11. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to:

Applicable federal and state law, regulations and rules;
Exhibit A, Statement of Work;
Any other provision of this Agreement; and
Any document incorporated by reference.

12. **Personnel.** WSP officers performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
13. **Rights in Data.** Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSP. Data shall include, but not be limited to , reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyrights, patent, register, and the ability to transfer these rights.
14. **Savings.** In the event that funds WSP relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, WSP may immediately terminate this Agreement by providing written notice to

WSP INTERAGENCY AGREEMENT (Continued)

the Public Agency. This termination shall be effective on the date specified in the notice of termination.

15. **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
16. **Single Audit Act Compliance.** If the Public Agency is a subrecipient of a federal award as identified on Page 1 of this Agreement, the Public Agency shall comply with Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
17. **Subcontracting.** Except as otherwise provided in this Agreement, the Public Agency may subcontract for any of the services provided under this Agreement with the prior, written approval of WSP. The Public Agency shall be responsible for the acts and omissions of any subcontractor.
18. **Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.
19. **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 unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

STATEMENT OF WORK

1. **Purpose.** There is evidence that trafficking in controlled substances exists and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Washington. The purpose of this Agreement is to provide funding to local law enforcement agencies to support the locating and eradication of illicit cannabis plants, and the investigation and prosecution of cases involving controlled substances before state and federal courts in the State of Washington.
2. **Statement of Work.** The Public Agency, with its own law enforcement personnel and employees, shall perform activities supporting the locating and eradication of illicit cannabis plants, such as:
 - a. Gathering and reporting intelligence data relating to the illicit possession and distribution of marijuana, including information on individuals arrested, weapons seized, plants removed, location of gardens, and techniques used.
 - b. Investigating and charging individuals involved in the domestic production of marijuana. Investigations should seek to identify and charge criminal organizations involved in the production of marijuana.
 - c. Providing, upon request, case-specific information to the Pacific Northwest High-Intensity Drug Trafficking Area (HIDTA) analyst designated by HIDTA to support marijuana investigations statewide. This analyst is co-located with the Washington State Patrol's Investigative Assistance Division in Olympia. Case-specific information provided to this analyst will be handled in accordance with Western Information System Network (WSIN) policy. Whenever appropriate, the Public Agency will utilize HIDTA intelligence analysts; these analysts support the criminal investigation process by providing direct support as an investigation unfolds, conducting data analysis and research. The value of these services is also found in the technology HIDTA uses to produce analytical charts and graphs depicting all aspects of an investigation.
 - d. Providing law enforcement personnel staffing for illicit marijuana eradication within the State of Washington.
 - e. Arresting and bringing to prosecution defendants charged with the violation of controlled substances laws.
 - f. Sending required samples of eradicated marijuana to the National Institute of Drug Abuse (NIDA) Marijuana Potency Monitoring Program.
3. **Reporting Requirements.** The Public Agency shall submit monthly reports to the WSP Project Manager identified on Page 1 of this Agreement. The WSP Project Manager shall designate the format of these reports. WSP shall not reimburse the Public Agency for any activity or associated cost that has not been identified in a Public Agency's monthly report. All reports and billings must be received by WSP no later than November 30, 2006, for all reimbursable activities during the period of performance for this Agreement.

The Public Agency shall report all seizures to WSIN utilizing the Marijuana Cultivation Seizure Report form (Exhibit B to this Agreement) for each garden seized. GPS coordinates are desired for all grow locations. GPS coordinates are required for outdoor

grow locations. Indoor grow locations require a physical addresses and, if available, GPS coordinates.

4. **Allowable Costs.** Agreement funds may be used to reimburse the Public Agency for the following:
 - a. Law enforcement officer(s) overtime salaries and benefits during the time they are engaged in the eradication process.
 - b. Mileage, subsistence and lodging costs for law enforcement officers during the time they are engaged in the eradication process. All mileage, subsistence and lodging costs shall be reimbursed at current State of Washington travel reimbursement rates.
 - c. Rental, leasing, maintenance and operation costs for equipment used directly for marijuana eradication. All aircraft used pursuant to this Agreement shall meet all applicable Federal Aviation Administration rules and regulations.
 - d. Equipment purchases for equipment used directly for marijuana eradication. All such equipment purchases require prior authorization by WSP and such purchases shall be detailed in a letter to the WSP Project Manager identified on Page 1 of this Agreement. Details shall include type and quantity of equipment, the cost of equipment and requested reimbursement amount and how this equipment supports your marijuana eradication efforts. The authorization request letter to the Project Manager must be received by the WSP no later than August 31, 2006. The WSP shall return a letter to the Public Agency granting or denying authorization.

All the above funds are to be expended no later than October 31, 2006.

5. **Unallowable Costs.** Reimbursement to the Public Agency under this Agreement is limited to those cost items identified in Section 4, Allowable Costs. Additionally, the use of Agreement funds is expressly prohibited for defraying the costs related to herbicidal eradication of marijuana without the written consent of WSP in advance.
6. **Use of Funds by Other Law Enforcement Agencies.** The Public Agency may elect to use Agreement funds to reimburse other law enforcement agencies for their marijuana eradication efforts. If Agreement funds are used in this fashion, the Public Agency remains responsible for ensuring all costs submitted for payment by other law enforcement agencies are allowable under this Agreement. The Public Agency must also report the activities of other law enforcement agencies reimbursed under this Agreement in the Public Agency's monthly report to WSP.
7. **Reallocation of Funds.** As expeditiously as possible, the Public Agency shall notify the WSP Project Manager if the Public Agency shall not be able to expend any portion of funds provided under this Agreement. Subject to the Agreement Alterations and Amendments section of this Agreement, WSP shall reallocate unexpended funds to other law enforcement agencies that have demonstrated a need for additional funding.
8. **Hold Harmless.** In addition to the Indemnification section of this Agreement, the Public Agency shall hold the U. S. Drug Enforcement Administration, its agents and employees, and the United States Government harmless from any and all claims, demands, suits, liabilities and cases of action, or whatever kind and designation, and where-ever located in the State of Washington, resulting from activities funded through this Agreement.

9. **Certifications.** The Public Agency shall execute and return to WSP OJP Form 4061/6, *Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements*. The Public Agency acknowledges that this Agreement shall not take effect and that no funds shall be reimbursed until the completed OJP Form 4061/6 is received by WSP.

MARIJUANA CULTIVATION SEIZURE REPORT

MAIL TO: Western States Information Network

PO Box 2347, Olympia WA 98507-2347

E-MAIL TO: angie.nelsen@wsp.wa.gov

Date of Seizure:	GPS Coordinates (mandatory for outdoor grows)	
	Latitude	Longitude
Case Number:	Address:	
Officer:	City:	
Agency:	County:	
Phone Number:		
Email:		

Marijuana Hotline Tip ? Yes No

SITE/SECURITY INFORMATION (CHECK APPROPRIATE INFORMATION)

<input type="checkbox"/> Grown by Owner	<input type="checkbox"/> Outdoor	Type of Land (BLM, Forest Service, Park, etc.		
<input type="checkbox"/> Grown by Renter	<input type="checkbox"/> Indoor	<input type="checkbox"/> Federal	<input type="checkbox"/> State	<input type="checkbox"/> Tribal
<input type="checkbox"/> Hired Plant Tender(s)	<input type="checkbox"/> Underground	<input type="checkbox"/> Private	<input type="checkbox"/> Commercial	
<input type="checkbox"/> Unknown	Please Specify			

COMMENTS: (Explain any unusual grow operations, grow concealment, packaging techniques, booby traps, watchdog, armed confrontation, and type of weapons found.)

HOW WAS THE GROW DISCOVERED? (i.e. DEA helicopter, National Guard helicopter, confidential informant, citizen complaint, etc.)

SEIZURE INFORMATION: (Include weight/units of drugs found and estimate the value of seized property. Example: light, ballast shield is worth \$200. Include name of manufacturer of light and related equipment.)

Plant Count	Currency	Handguns
Dry Marijuana	Vehicles	Rifle
Other Drugs	Land/Bldg.	Shotgun
Light System	Surveillance System	Knives
Cell Phones	Satellite Phone	Booby Traps <input type="checkbox"/> No <input type="checkbox"/> Yes
Other Please Specify		

COMMENTS:

TOTAL NUMBER OF ARRESTS: _____ *(Please fill in details below)*

Name:	DOB:
Name:	DOB:
Name:	DOB:
Name:	DOB: