

AGREEMENT No. R19MU13738
BETWEEN
THE UNITED STATES OF AMERICA,
THE WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE,
THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES,
SUNBANKS LTD, INC.
AND
THE CITY OF ELECTRIC CITY, WASHINGTON
FOR THE COORDINATED MANAGEMENT OF HUNTING ACTIVITIES

THIS AGREEMENT is made and entered into by and between the following Parties: United States Bureau of Reclamation ("BOR"), the Washington State Department of Natural Resources ("DNR"), the Washington State Department of Fish and Wildlife ("WDFW"), Sunbanks LTD, INC. ("Sbanks"), and the City of Electric City, Washington ("CITY").

RECITALS

WHEREAS, BOR manages land held by the United States located within the City of Electric City, Washington, and more fully described as:

The Southwest Quarter of Section 15, Township 28 North, Range 30 East, Willamette Meridian, Grant County, Washington less Tax Number 14,970. Being Grant County Parcel Number 010375007.

The Southwest Quarter of Section 16, Township 28 North, Range 30 East, Willamette Meridian, Grant County, Washington less the Highway. Being Grant County Parcel Number 010375009.

The North Half of the North Half; the North Half of the South Half of the Northeast Quarter; the North Half of the Southeast Quarter of the Northwest Quarter of Section 21, Township 28 North, Range 30 East, Willamette Meridian, Grant County, Washington. Being Grant County Parcel Number 010375010.

("BOR Property").

WHEREAS, pursuant to 43 C.F.R. sec. 423.60, BOR has designated the above described lands as a "special use area" to accomplish the purposes of this Agreement.

WHEREAS, the Department of Natural Resources manages land held by the State of Washington located within the City of Electric City, Washington, a portion of which is leased to Sunbanks and more fully described as:

DNR Land Leased to Sunbanks:

W1/2 of the NE1/4, NW1/4, N1/2 of the SE1/4, above high water, Section 16, Township 28 North, Range 30 East, W.M. Grant County, Washington, containing 197.55 acres, more or less, according to the government survey thereof, subject to encumbrances of record held in the Office of the Commissioner of Public Lands for the State of Washington. Being Grant County Parcel Number 010375008

Unleased DNR Land

The SE1/4 of the NE1/4 of Section 16, Township 28 North, Range 30 East, Willamette Meridian, Grant County, Washington, EXCEPT the NE1/4 of the SE1/4 of the SE1/4 AND those lands described in that Quitclaim Deed, recorded December 7, 2004, under Auditor's File No. 1160665 of Grant County. Being Grant County Parcel Number 010374000.

('DNR Property')

WHEREAS, WDFW is involved in the game management within and has enforcement authority of state hunting laws over the DNR Property and BOR Property.

WHEREAS, CITY has received complaints from residents adjacent to the BOR Property and DNR Property regarding use of firearms and other projectile weapons in the BOR Property and DNR Property by third parties.

WHEREAS, the Parties desire to establish a coordinated plan to address public safety concerns associated with hunting and other discharges of firearms that occur on BOR Property and DNR Property within the CITY.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the above named parties mutually agree as follows:

1. BUFFER AREA. The Parties agree to establish a five hundred foot (500') buffer area on BOR Property and DNR Property adjacent to other property within the CITY. No firearms or other projectile weapons such as crossbows or bows shall be permitted to be discharged within the Buffer Area from BOR Property or DNR Property.

2. BOR RESPONSIBILITIES.

- 2.1 BOR shall grant authorization to the CITY to post signs on BOR Property conditioned upon and in accordance with applicable BOR regulations and federal law.

2.2 BOR shall provide the Parties and the Public with mapping of the location of the Buffer Area on BOR Property.

2.3 BOR shall provide education to the Public regarding the restrictions on activity within and adjacent to the Buffer Area.

3. DNR RESPONSIBILITIES.

3.1 DNR and Sunbanks shall grant authorization to the CITY to post signs on DNR Property.

4. WDFW RESPONSIBILITIES.

4.1 WDFW shall construct an information kiosk on the BOR Property to provide information regarding restrictions on activity within and adjacent to the Buffer Area to the Public.

4.2 WDFW shall supply the CITY with posts required to post signage on DNR Property and BOR Property pursuant to Section 5.1.

4.4 WDFW shall provide the Parties and the Public with mapping of the location of the Buffer Area on DNR Property.

4.5 WDFW shall provide education to the Public regarding the restrictions on activity within and adjacent to the Buffer Area, including the posting of information on the WDFW website.

4.5 WDFW shall be responsible for enforcement of state laws and regulations within the DNR Property and BOR Property.

5. CITY RESPONSIBILITIES.

5.1 CITY shall post signs on BOR Property and DNR Property regarding the restrictions on activity within and adjacent to the Buffer Area. All costs of creating and maintaining the signs, except for the provision of the posts under Section 4.2, shall be the responsibility of the CITY.

5.2 CITY shall maintain the information kiosk constructed on BOR Property provided the cost of maintenance shall not exceed Two Hundred Fifty Dollars (\$250) per year.

5.3 CITY may enforce violations of the Buffer Area pursuant to its municipal code.

6. TERMS OF AGREEMENT

6.1 The Agreement shall remain effective on the date of the last signature hereto. Any party to this Agreement may terminate participation in this Agreement upon 30 days written notice to other parties.”

7. GENERAL PROVISIONS

7.1 This Agreement is neither a fiscal nor a funds obligating document: Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the Parties will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutory authority. This Agreement does not provide such authority. Specifically, this Agreement does not establish authority for noncompetitive award to the parties of any contract or other agreement.

7.2 No Binding Rights or Obligations: Nothing in this Agreement is intended to create any right or benefit, substantive or procedural, enforceable at law by a party against the United States, its agencies its officers, or any other person. Nothing in this Agreement shall be deemed to increase the liability of the United States beyond that currently provided in the Federal Tort Claims Act (28 U.S.C. 2671 et seq.).

7.3 No Sharing of Benefits: No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of the Agreement or to any benefit that may arise out of it.

7.4 Freedom of Information Act: Any information furnished to Reclamation under this Agreement is subject to the Freedom of Information Act (5 U.S.C. 552) and the Washington State Public Records Act, Chapter 42.56 RCW. IN WITNESS WHEREOF, the Parties have executed this Agreement

United States Bureau of Reclamation


Signature

Dawn Wiedmeier
Name

Area Manager
Title

8/26/19
Date

WA Department of Natural Resources



Signature

Duane Emmons
Name

Product Sales + Leasing Manager
Title

6/11/19
Date

WA Department of Fish and Wildlife


Signature

Tommie S. Brown
Name

Region 2 Director
Title

6/24/2019
Date

City of Electric City



Signature

John T. Nordin
Name

Mayor
Title

9/10/2019
Date

Resource Transition Consultants, LLC general receiver for Sunbanks, LTD, a Washington corporation


Signature

KEVIN HANCHETT
Name

MEMBER
Title

6.18.19
Date

APPROVED AS TO FORM ONLY
this 2th day of June, 2019.

Robert W. Ferguson
Attorney General

By 
Assistant Attorney General