

**INTERLOCAL COOPERATION AGREEMENT FOR
EMERGENCY VEHICLE OPERATIONS COURSE (EVOC) TRAINING**

THIS INTERLOCAL AGREEMENT FOR EMERGENCY VEHICLE OPERATIONS COURSE (EVOC) TRAINING (“Agreement”) is entered by and among, Kitsap County (“County”), and the identified Cities and Counties, each of which is a municipal corporation of Washington state, and Tribes, which are federally recognized tribes, all collectively referred to herein as the “Parties” and individually as a “Party”.

City of Bainbridge Island	City of Ruston
City of Bremerton	City of Shelton
City of Gig Harbor	City of Sequim
City of Fircrest	City of Westport
City of Forks	Clallam County
City of Port Angeles	
City of Port Orchard	Jefferson County
City of Port Townsend	Suquamish Tribe
City of Poulsbo	

RECITALS

- A. The Interlocal Cooperation Act, Chapter 39.34 RCW, allows public agencies to enter into cooperative agreements to jointly perform any governmental services, activity, or undertaking which it is authorized by law to perform.
- B. Emergency vehicle operations course training is essential and required for sworn law enforcement personnel. Providing this training collaboratively with other law enforcement agencies increases officer safety in multi-jurisdictional responses and pursuits and is an economical efficient use of resources.
- C. The Parties desire to execute this Agreement to memorialize the terms and conditions of the Program.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and mutual promises and covenants, the Parties agree as follows:

- 1. **AUTHORITY.** This Agreement is entered into pursuant to chapter 39.34 RCW.
- 2. **ESTABLISHMENT OF EVOC TRAINING PROGRAM.** The Parties through this Agreement hereby establish the EVOC Training program (“EVOC” or “Program”) for the purposes identified in this Agreement.
- 3. **PURPOSE.** The purpose of this Agreement is to provide for the joint and cooperative undertaking of the Parties to establish, implement, and manage an EVOC Program, identify

those persons responsible for administering the Program, and define responsibilities as contemplated in RCW 39.34.030.

4. ORGANIZATION. No separate legal or administrative entity is created by this Agreement nor do the Parties intend to create through this Agreement a separate legal or administrative entity subject to suit.
5. ADMINISTRATOR. The Kitsap County Sheriff's Office (KCSO) shall function as the administrator of the Program, in coordination and cooperation with the Parties. By functioning in this capacity, the County is not assuming responsibility or liability for the actions or failures to act by the other Parties and/or their respective employees, representatives or agents.
6. EFFECTIVE DATE, DURATION. This Agreement shall be effective from the date the Agreement is executed by at least two Parties and shall remain in effect for five (5) years, unless terminated or extended. This Agreement may be extended for additional consecutive terms upon the written agreement of the Parties.
7. EVOC PROGRAM AND RESPONSIBILITIES
 - A. KCSO will be responsible for the coordination of the Program, which includes Program organization, operation, budget, staffing, and training, in cooperation with the other Parties. A KCSO sergeant shall function as the Program Coordinator. In no event shall the coordination of the Program by KCSO be considered an allocation of liability to KCSO under RCW 10.93.040.
 - B. EVOC training will be provided twice annually in three (3) hours blocks, generally in April and October. By December 31st of each year, KCSO will announce the training dates for the subsequent year and advise when classes will be open for registration.
 - C. KCSO will arrange for the use of sufficient training facilities to conduct the EVOC training. The Parties agree to work cooperatively to provide waivers that may be required for the use of such space. The cost of the training facilities will be incorporated into the Program attendee fees.
 - D. Each Program attendee will receive three (3) hours of EVOC training per year. Pursuit Immobilization Technique (PIT) instructions will be provided to attendees only when such maneuvers are authorized by the attendee's department policy. The Program attendee is responsible for advising his/her instructor when PIT maneuverers are not authorized by the attendee's employing agency.
 - E. Each Party shall keep a current copy of its pursuit policy on file with the Program Coordinator. Program attendees will also be required to bring a copy of the pursuit policy to training for discussion.
 - F. Each Party will be responsible for providing the vehicles and fuel to be used by its Program attendees for training purposes. Each Party shall be responsible for any

insurance, repairs, fuel, maintenance, damage or loss to its equipment and vehicles operated by its employees while participating in Program activities and shall hold the other Parties harmless for the same.

- G. KCSO will provide chase and PIT instruction vehicles for Program use but encourages the Parties to make additional vehicles available to the Program for such use.
- H. The Program Coordinator or his/her designee shall have the authority, in his/her sole discretion, to remove or prohibit any attendee from participating in training activities due to unprofessional, unsafe conduct, or other inappropriate conduct. The attendee's employing agency will be advised accordingly.
- I. The Parties agree to work cooperatively together in good faith in coordinating the Program activities and performing their obligations under this Agreement.

8. PROGRAM INSTRUCTORS

- A. All EVOC instructors will be required to have successfully completed the basic Emergency Vehicle Operations Instructor training course provided by the Washington State Criminal Justice Training Commission or the equivalent.
- B. The Parties will work cooperatively to ensure that there are sufficient qualified EVOC instructors available to meet the needs of the Program. While KCSO will provide EVOC instructors for the Program, each Party is also required to provide EVOC instructors for the Program with the required number of instructors based on the size and training needs of the Party. Each Party reserves the right to make changes in its personnel assigned, which includes the number of personnel assigned. The Parties will work cooperatively with the Program Coordinator for purposes of scheduling instructors and Program attendees.
- C. All persons functioning as EVOC instructors for the Program will be expected to remain for the entire duration of the session for which they are providing instruction.
- D. The Program Coordinator or his/her designee shall have the authority, in his/her sole discretion, to remove or prohibit an instructor(s) from participating in instruction activities based on performance, attendance, teaching ability, unsafe conduct, unprofessional, or other inappropriate behavior. The instructor's employing agency will be advised accordingly.
- E. Nothing in this Agreement shall prohibit or otherwise prevent a Party from sending designated supervisory personnel to any training for the purposes of monitoring and/or evaluating their agency's personnel, training, or equipment.

9. FEES

A. Each Party will be required to pay KCSO a fee for every Program attendee the Party sends to participate in the Program. The fees will be calculated based on the actual costs of providing the Program.

B. KCSO will invoice each Party for all attendee fees. Invoices shall be paid within 30 days of the invoice date. Any Party failing to pay the invoice amount may be excluded from participation in the Program.

10. TRAINING RECORDS. Upon successful completion of Program training, each Party will receive verification of its employees Program attendance. Each Party shall be responsible for the maintenance and retention of training records for its employees.

11. TERMINATION, DISSOLUTION, PROPERTY DISPOSITION. Any Party may terminate their participation in this Agreement for any reason upon 60-days prior written notice to the other Parties. The termination of a Party shall not automatically result in dissolution of this Agreement. A terminated Party assumes no responsibility for the acts or omissions occurring after the effective termination date but shall remain liable for acts or omissions occurring prior to the effective date of termination. The Program may be dissolved in its entirety by unanimous agreement of all Parties. Upon termination or dissolution, all property provided by the Party or Parties for Program use will be returned to the respective contributing agencies unless otherwise agreed.

12. INDEPENDENT CAPACITY, RESPONSIBILITIES.

A. Each Party and its respective employees or agents shall act as independent contractor and continue to be the employees or agents of that Party (the primary commissioning agency) which shall be solely and exclusively responsible for that employee or agent and shall not be considered for any purpose whatsoever to be employees or agents of another Party to this Agreement. No Party shall have the authority to bind another Party nor control the employees, agents, or contractors of another Party to this Agreement. All rights, duties and obligations of the employer shall remain with the primary commissioning Agency. Each Party agrees to indemnify, defend and hold harmless the other Parties in any action arising from or related to the negligence of its own employees, including all costs of defense and attorney's fees.

B. Each Party shall be solely and exclusively responsible for the compensation, benefits, training expenses, equipment, costs, and all other costs and expenses for its employees. Each Party will be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and civil service rules and regulations regarding its own employees. No Party shall have the authority to bind another Party nor control the employees, agents or contractors of another Party to this Agreement. All rights, duties, and obligations of a Party shall remain with that Party.

13. INSURANCE

- A. Each Party will maintain sufficient insurance coverage to cover any and all hazards, damages, costs and liabilities associated with the Program activities, which shall at minimum include the following coverage:
- i. General Liability insurance with minimum combined single limits of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall not contain any exclusions which relate to or arise out of the Program activities under this Agreement. The policy will contain a severability of interests' provision.
 - ii. Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to each of Party's owned, hired and non-owned vehicles on the premises at the EVOC training. The policy will contain a severability of interests' provision.

14. INDEMNIFICATION

- A. Each Party shall indemnify, defend, and hold harmless the other Parties, and the other Parties' officers, employees, and agents from any and all allegations, complaints, losses, claims, damages, attorneys' fees, or costs for wrongful and/or negligent acts or omissions of the Party and/or its officers, employees, or agents relating to or arising out of Program activities. In the case of allegations, complaints, losses, claims, damages, attorneys' fees, or costs against more than one Party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each Party, and each Party shall have the right to seek contribution from each of the other Parties in proportion to the percentage of fault attributable to each of the other Parties. The Parties shall cooperate and jointly defend any such matter to the fullest extent allowed by law. Nothing in this Agreement is intended to waive any defense under Title 51 RCW.
- B. A Party's obligation to defend, indemnify, and hold harmless the other Party shall not be eliminated or reduced by any alleged concurrent negligence by the other Party. Any damages allowed shall be levied in proportion to the percentage of fault attributable to each Party, and each Party shall have the right to seek contribution from each of the other Parties in proportion to the percentage of fault attributable to each of the other Parties. Moreover, the Parties agree to cooperate and jointly defend any such matter to the fullest extent allowed by law. A Party that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

15. NONDISCRIMINATION. No Party shall discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and

shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.

16. GOVERNING LAW, VENUE, WAIVER OF IMMUNITY

A. This Agreement shall be governed by the laws of the State of Washington. Each Party consents to the personal jurisdiction of the Superior Court of the State of Washington for all Party claims, disputes, proceedings or actions in any way arising under, or relating to, this agreement or the subject matter of this agreement. Venue for any such claim shall be exclusively in the Kitsap County Superior Court. Each Tribe hereby expressly grants a limited waiver of sovereign immunity to suit solely for the purposes of this provision. The Tribes will neither direct nor authorize their respective insurers to raise defenses of sovereign immunity or treaty rights on behalf of the Tribes for Party claims authorized by this provision.

B. Nothing in this Agreement shall be construed to authorize any suit, execution, attachment, or judicial process against the persons or property of the Tribe or any of its officers, agents, or employees, or against the Tribal Council or any member thereof, other than as specifically provided herein. In no event shall this Agreement be construed to authorize attachment, execution or other judicial process against real property of the Tribe, any property held in trust by the United States or subject to a restriction against alienation imposed by federal law, or any funds held by or on behalf of the Tribe and derived from federal or state grants or contracts.

C. The provisions of this section shall survive for three (3) years after the expiration or termination of this Agreement.

17. **FILING.** Prior to its entry into force, this Agreement shall be filed with the Kitsap County Auditor's Office or, alternatively, listed by subject on the web site or other electronically retrievable public source in compliance with RCW 39.34.040.

18. **ADDITIONAL PARTIES.** Additional governmental entities may to be added as a party to this Agreement in the future by executing an addendum to this Agreement executed by the party requesting to begin participation in the Program and all current Parties to this Agreement. The Addendum must be filed with the Kitsap County Auditor's Office in compliance with RCW 39.34.040.

19. **NOTICE.** All notices under this Agreement may be delivered or mailed to the Sheriff or Chief of the other Parties' law enforcement agency. All notices mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

20. **COMPLIANCE WITH LAWS.** The Parties shall at all times exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules, and regulations of any public authority having jurisdiction.
21. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the Parties.
22. **INTEGRATION.** This Agreement contains all terms and conditions agreed upon by the Parties, except necessary operational agreements between Participating Agencies in furtherance hereof and supersedes any other agreement or understanding of the Parties relating to the subject matter of this Agreement. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.
23. **AMENDMENT.** This Agreement may be amended from time to time as deemed appropriate by the Parties, provided, any such amendment shall not become effective unless written and signed by all Participating Agencies with the same formality as this Agreement.
24. **IMPLIED CONTRACT TERMS.** Each provision of law and any terms required by law to be in the Agreement are made a part of the Agreement as if fully stated in it.
25. **NO THIRD-PARTY BENEFICIARY.** It is the specific intent of the Parties that this Agreement shall not confer third-party beneficiary status on any non-party, including but not limited to the citizens of any Party's jurisdiction.
26. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, with each counterpart deemed an original. In the event that fewer than all named parties execute this Agreement, the Agreement, when filed as provided herein, shall be effective as between the Parties that have executed the Agreement to the same extent as if no other parties had been named.
27. **ASSIGNMENT.** This Agreement shall not be assigned in whole or in part by any Party to this Agreement. Any attempt to assign this Agreement shall be void.
28. **WAIVER.** A failure by any 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 a writing signed by an authorized representative of the Party.
29. **SEVERABILITY.** The provisions of this Agreement are severable. Any term or condition of this Agreement or application thereof deemed to be illegal, invalid or unenforceable, in whole or in part, shall not affect any other term or condition of the Agreement and the

Parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision.

30. SURVIVAL. The rights and obligations of the Parties shall survive the term of this Agreement to the extent that any performance is required under this Agreement after the expiration or termination of this Agreement, or extension thereof.
31. HEADINGS. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
32. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties and supersedes any other agreement or understanding of the Parties relating to the subject matter of this Agreement.
33. AUTHORIZATION. Any authorizations, actions required, or permitted to be taken, and any document required or permitted to be executed under this Agreement will be taken or executed only by a duly authorized representative of the party. Each party warrants and represents to the other that the person signing below has been properly authorized and empowered to execute this Agreement on behalf of the Party for whom they sign and, if applicable, to waive sovereign immunity as required by this Agreement.

DATED this 13 day of JULY, 2020.

APPROVED



GARY SIMPSON
KITSAP COUNTY SHERIFF

DATED this ___ day of _____, 2020.

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

CHARLOTTE GARRIDO, Chair

ROBERT GELDER, Commissioner

EDWARD E. WOLFE, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

Approved and executed this ____ day of _____, 2020

COUNTY OF CLALLAM

APPROVED:

APPROVED AS TO FORM:

Clallam County Sheriff

Clallam County Prosecuting Attorney

APPROVED:

CLALLAM COUNTY BOARD OF COMMISSIONERS

_____, Chair

Dated: _____

_____, Commissioner

Dated: _____

_____, Commissioner

Dated: _____

ATTEST

_____, Clerk of the Board

Approved and executed this ___ day of _____, 2020

COUNTY OF JEFFERSON

APPROVED:

APPROVED AS TO FORM:

Jefferson County Sheriff

Jefferson County Prosecuting Attorney

APPROVED:

JEFFERSON COUNTY BOARD OF COMMISSIONERS

_____, Chair

Dated: _____

_____, Commissioner

Dated: _____

_____, Commissioner

Dated: _____

ATTEST

_____, Clerk of the Board

Approved and executed this ___ day of _____, 2020

CITY OF PORT ORCHARD

APPROVED:

APPROVED:

Chief of Police

ROBERT PUTAANSUU, Mayor

APPROVED:

APPROVED AS TO FORM:

ATTEST:

SHARON CATES, City Attorney

BRANDY RINEARSON, City Clerk

Approved and executed this ___ day of _____, 2020

CITY OF PORT TOWNSEND

Chief of Police

Mayor

APPROVED AS TO FORM:

ATTEST:

_____, City Attorney

_____, City Clerk

Approved and executed this ___ day of _____, 2020

CITY OF POULSBO

By: _____
DAN SCHOONMAKER
Chief of Police

By: _____
BECKY ERICKSON, Mayor

APPROVED AS TO FORM

ATTEST

JAMES HANEY, City Attorney

RHIANNON FERNANDEZ, City Clerk

Approved and executed this ___ day of _____, 2020

CITY OF BAINBRIDGE ISLAND

APPROVED:

APPROVED:

Chief of Police

VAL TOLLEFSON
Mayor

APPROVED AS TO FORM:

ATTEST:

JOE LEVAN, City Attorney

CHRISTINE BROWN, City Clerk

Approved and executed this ___ day of _____, 2020

CITY OF BREMERTON

APPROVED:

APPROVED:

JIM BURCHETT
Chief of Police

GREG WHEELER
Mayor

APPROVED AS TO FORM:

ATTEST:

ROGER LUBOVICH, City Attorney

_____, City Clerk

Approved and executed this ___ day of _____, 2020

CITY OF GIG HARBOR

APPROVED:

APPROVED:

Chief of Police

Mayor

APPROVED AS TO FORM:

ATTEST:

_____, City Attorney

_____, City Clerk

Approved and executed this ___ day of _____, 2020

CITY OF PORT ANGELES

APPROVED:

APPROVED:

Chief of Police

Mayor

APPROVED AS TO FORM:

ATTEST:

_____, City Attorney

_____, City Clerk

Approved and executed this ___ day of _____, 2020

CITY OF FIRCREST

APPROVED:

APPROVED:

Chief of Police

Mayor

APPROVED AS TO FORM:

ATTEST:

_____, City Attorney

_____, City Clerk

Approved and executed this ___ day of _____, 2020

CITY OF FORKS

APPROVED:

APPROVED:

Chief of Police

Mayor

APPROVED AS TO FORM:

ATTEST:

_____, City Attorney

_____, City Clerk

Approved and executed this ___ day of _____, 2020

CITY OF RUSTON

APPROVED:

APPROVED:

Chief of Police

Mayor

APPROVED AS TO FORM:

ATTEST:

_____, City Attorney

_____, City Clerk

Approved and executed this ___ day of _____, 2020

CITY OF SHELTON

APPROVED:

APPROVED:

Chief of Police

Mayor

APPROVED AS TO FORM:

ATTEST:

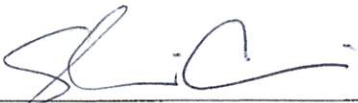
_____, City Attorney

_____, City Clerk

Approved and executed this 27th day of November 2020


CITY OF SEQUIM

APPROVED:




Chief of Police Sheri Crain

APPROVED:



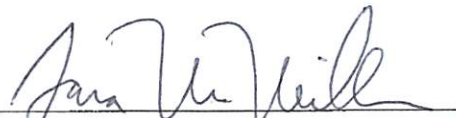
Mayor William Armacost

APPROVED AS TO FORM:



Kristina Nelson-Gross, City Attorney

ATTEST:



Sara McMillan, City Clerk

Approved and executed this ___ day of _____, 2020

CITY OF WESTPORT

APPROVED:

APPROVED:

Chief of Police

Mayor

APPROVED AS TO FORM:

ATTEST:

_____, City Attorney

_____, City Clerk

Approved and executed this ___ day of _____, 2020

SUQUAMISH TRIBE

By: _____

Title: _____