KC-518-24
INTERLOCAL AGREEMENT FOR EMERGENCY VEHICLE OPERATIONS COURSE TRAINING

THIS INTERLOCAL AGREEMENT FOR EMERGENCY VEHICLE OPERATIONS COURSE TRAINING ("Agreement") is entered by and between Kitsap County, a Washington state political subdivision ("County"), and the City of Sequim, a Washington state municipal corporation ("City"). Each will individually be referred to as a "Party" and collectively as the "Parties".

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 it is authorized by law.

B. Participation in an emergency vehicle operations course ("EVOC") training ("Training") is essential and required annually for sworn law enforcement personnel.

C. Collaborating with other law enforcement agencies to provide this Training is in the parties' best interests, and an economically efficient use of resources, subject to the terms and conditions of this Agreement.

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. PURPOSE. This Agreement aims to provide for the joint and cooperative undertaking of the parties to establish, implement, and manage EVOC Training, identify those persons responsible for administering the Training, and define responsibilities as contemplated in RCW 39.34.030. The Training is intended to be made available to attendees from other law enforcement agencies of Washington state cities, counties and tribes.

3. ORGANIZATION. This Agreement does not create a separate legal or administrative entity, nor do the parties intend to create a separate legal or administrative entity subject to suit through this Agreement.

4. 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.

5. ADMINISTRATOR. KCSO shall serve as the Training Administrator in coordination and cooperation with the City. By functioning in this capacity, the County assumes no responsibility or liability for the actions or failures to act by the City and/or its respective employees, representatives, or agents.

6. EFFECTIVE DATE, DURATION. This Agreement shall be effective from the date the Agreement is executed by both parties and shall remain in effect for five (5) years unless terminated or extended as provided herein.

7. FEES. The City shall pay KCSO an administrative fee for every Training attendee. The amount due will be calculated based on the actual Training costs. KCSO will invoice the City

for all attendee fees, which will be paid within 30 days of the invoice date.

8. TRAINING RESPONSIBILITIES

A. The City understands and acknowledges that the Training attendees will be from a variety of Washington state law enforcement agencies.

B. KCSO is responsible for coordinating the Training, which includes organization, operation, budget, staffing, and training, in cooperation with the other participants. A KCSO sergeant will function as the Training Coordinator. In no event shall the coordination of the Training by KCSO be considered an allocation of liability to KCSO under RCW 10.93.040.

C. Training will be provided twice annually in three-hour blocks, generally in April and October. However, the months may vary depending on the needs and resources of the parties. 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. Each Training attendee will receive three hours of training per year.

D. KCSO will arrange to use a facility to conduct the Training. The cost of using the facility will be incorporated into the Training fees. The parties agree to work cooperatively to provide any waivers required to use the facility.

E. Pursuit Immobilization Technique (PIT) instructions will be provided to attendees only when such maneuvers are authorized by the attendee's department policy. The Training attendees are responsible for advising the instructors when PIT maneuverers are not authorized by the attendee's employing agency.

F. KCSO will provide chase and PIT instruction vehicles for the Training attendees to use but encourages the other participating agencies to make additional vehicles available for such use.

G. Attendees must bring a copy of their department pursuit policy to Training for discussion.

H. Each party will be responsible for providing the vehicles and fuel to be used by its attendees for training purposes. Each party shall be responsible for all insurance, repairs, fuel, maintenance, damage, and loss to its equipment and the vehicles its employees operate while participating in the Training and shall hold the other party harmless for the same.

I. The Training Coordinator or designee shall have the authority to remove or prohibit any attendee from participating in training activities due to unprofessional, unsafe, or other inappropriate conduct. The attendee's employing agency will be advised accordingly.

9. TRAINING INSTRUCTORS

A. The parties agree to work cooperatively to ensure sufficient qualified instructors are made available to meet the Training needs of the attendees. While KCSO will provide the EVOC instructors, the City is expected to make its EVOC instructors available to provide instruction for the Training if possible.

B. All instructors must have successfully completed the basic EVOC Instructor training course provided by the Washington State Criminal Justice Training Commission or an

equivalent.

C. The Training Coordinator or designee shall have the authority to remove or prohibit an instructor(s) from participation based on performance, attendance, teaching ability, unsafe, unprofessional, or other inappropriate conduct. The instructor's employing agency will be advised accordingly.

D. Nothing in this Agreement prohibits a party from sending supervisory personnel to attend the Training for the purposes of monitoring and/or evaluating their agency's personnel, training, or equipment.

10. TRAINING RECORDS. Upon successful completion of the Training, the City will receive verification of its employees' attendance and completion. Each party shall be responsible for maintaining and retaining training records for its employees.

11. TERMINATION, DISSOLUTION, PROPERTY DISPOSITION. Any party may terminate their participation in this Agreement for any reason with 30 days prior to written notice to the other party. 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.

12. INDEPENDENT CAPACITY. The employees and agents of each party who engage in the performance of this Agreement shall continue to be the employees or agents of that party and shall not be considered, for any purpose, to be employees or agents of the other party to this Agreement. Neither party shall have the authority to bind the other nor control the employees, agents, or contractors of the other party to this Agreement. All rights, duties, and obligations of a party shall remain with that party. Each party shall be solely and exclusively responsible for the compensation, benefits, training expenses, equipment, costs, and all other costs, benefits, and expenses for its employees. Each party will ensure compliance with all applicable laws, collective bargaining agreements, and civil service rules and regulations regarding its employees.

13. INSURANCE. During the term of this Agreement, both parties will maintain adequate general liability and automobile insurance to protect against losses and risks arising out of or related to the Training activities under this Agreement.

14. INDEMNIFICATION. To the extent of its comparative liability, each party agrees to indemnify, defend, and hold harmless the other party, and the other party's elected and appointed officials, employees, agents, and volunteers (and their marital communities) from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorneys fees, and alternative dispute resolution costs, for violation of any law applicable to a party, any personal injury, or any bodily injury, sick disease, or death, and for any damage to or destruction of any property (including the loss of uses therefrom) which arise as a direct or indirect result of the performance or failure to perform duties under this Agreement.

A party reserves the right, but will have no obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation will not constitute a waiver of the party's indemnity obligations under this Agreement.

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. The Agreement will be governed in all respects by the laws of the State of Washington, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.

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 website or other electronically retrievable public source in compliance with RCW 39.34.040.

18. NOTICE. All notices under this Agreement may be delivered or mailed to the Sheriff or Chief of the other parties' law enforcement agency. Notice 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.

19. 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.

20. ENTIRE AGREEMENT. The parties acknowledge the Agreement is the product of negotiation between the parties and represents the parties' entire agreement with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by the Agreement.

21. AMENDMENT. This Agreement may be changed, modified, or amended, only by written agreement executed by the parties hereto.

22. 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.

23. PUBLIC RECORDS ACT. Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, chapter 42.56 RCW (as may be amended), each party agrees to maintain all records constituting public records and to produce or assist the other party in producing such records, within the time frames and parameters set forth in state law.

24. 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.

25. 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.

26. NO WAIVER. A failure by any party to exercise its rights under this Agreement will not preclude that party from subsequent exercise of such rights and will not constitute a waiver of any other rights under this Agreement unless in writing signed by an authorized representative of the party.

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.

28. 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, such as indemnification and governing law, venue, and waiver of immunity.

29. HEADINGS. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

30. COUNTERPARTS, ELECTRONIC SIGNATURE. The Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. A facsimile, email, or other electronically delivered signatures of the parties will be deemed to constitute original signatures and deemed to constitute duplicate originals.

31. AUTHORIZATION. Each party signing below warrants to the other party that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

Dated this 2ND day of October, 2024

CITY OF SEQUIM

MIKE HILL, Chief of Police

Dated this 11 day of October, 2024

KITSAP COUNTY

JOHN GESE, Sheriff

Dated this 1st day of October, 2024

CITY OF SEQUIM

BRANDON JANISSE, Mayor

APPROVED AS TO FORM:

KRISTINA NELSON-GROSS,
City Attorney

ATTEST:

HEATHER ROBLEY, City Clerk

DATED or ADOPTED this 28 day of October, 2024.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

KATHERINE T. WALTERS, Chair

CHRISTINE ROLFES, Commissioner

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board