

## **STATEMENT OF AGREEMENT**

Among

**Kitsap County, WA and North Kitsap Fire and Rescue**

Concerning

### **Use of the North Kitsap Fire and Rescue (NFFR) Headquarters, Kingston, Wa. AS A SEVERE WEATHER SHELTER**

1. **PURPOSE:** To provide shelter to homeless persons and others in danger of exposure during those periods of severe weather as determined by the Kitsap County Department of Emergency Management.
2. **AIM:** To use the NKFR 26642 North Miller Bay Road NE, Kingston, Wa, as a county-run severe weather shelter under the stipulations set forth in this agreement.
3. **RELATIONSHIP:** NKFR has ownership of a Facility for use as Kitsap Severe Weather Shelter. Kitsap County Department of Emergency Management (KCDEM) provides resources and administration for the severe weather shelter, and Kingston Cares, a group of citizens partnering with existing social services and Kitsap County agencies to bring needed services to North Kitsap, provides volunteers and other services for the shelter. Kingston North-Kitsap Rotary Club has agreed to add Kitsap County as an additional insured for the activities of Kingston Cares and the use of the facility as a severe weather shelter.
4. **AGREEMENT:** The parties desire to provide short-term emergency lodging for those who are in danger of exposure due to lack of shelter or utilities during periods of severe weather. It is therefore mutually agreed between the parties as follows:
  - a. NKFR will permit, at its own discretion, upon the request of Kitsap County Department of Emergency Management (KCDEM), the use of its facility at 26642 North Miller Bay Road NE, Kingston, Wa by Kitsap County for those in need of shelter during periods of extreme weather as established in the Kitsap County Severe Weather Shelter Plan.
  - b. The parties will coordinate of the use of available resources within the facility.
  - c. The NKFR has the sole discretion to determine whether its facility is available for such use at the time of a request is made by KCDEM. Kitsap County will not require NKFR to surrender use of its building to Kitsap County for use under this Agreement when such surrender would inhibit its necessary operations.

- d. Kitsap County agrees that it shall exercise reasonable care of the conduct of its activities in all facilities owned by NKFR and Kitsap County.
  - e. KCDEM and Kingston Cares will provide all volunteers and management during the time it operates the shelter. All employees or volunteers provided by KCDEM and Kingston Cares shall be under the supervision and control of KCDEM and shall be registered emergency workers with the State of Washington through KCDEM. Nothing in this agreement shall be construed to obligate The NKFR supervision of KCDEM personnel.
  - f. Access to the various rooms and materials, possession of keys and storage of materials will be pre-determined and agreed upon by both parties.
  - g. Kitsap County agrees to reimburse NKFR for any excess costs above its normal operating costs under a separate written agreement.
  - h. To the extent not otherwise addressed in Chapter 38.52 RCW, each party agrees to defend, protect hold harmless and indemnify each other from and against all claims, suits, and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor while performing their respective activities under this Agreement. The parties have specifically negotiated to provide that each party defend, hold harmless, and indemnify the other parties for all claims, damages, and losses, including attorneys fees, arising from any claim of an individual party's employees for injuries covered by Title 51 RCW, and for which that party would could not be held directly liable.
  - i. Kingston North-Kitsap Rotary Club agrees to sponsor Kitsap Cares and name Kitsap County as an additional insured on its insurance policy for the shelter activities of Kitsap Cares.
5. **DURATION OF AGREEMENT – TERMINATION:** This agreement shall remain in force until cancelled by either party in writing and shall be reviewed annually.
  6. **SCOPE OF USE:** The facilities shall be used for the purposes enumerated under Section 3 of this agreement at the discretion of the Kitsap County Department of Emergency Management.
  7. This agreement to become effective and operative upon the fixing of the last signature hereto.

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DATED this 8 day of Dec., 2014

**NORTH KITSAP FIRE AND RESCUE**

*W. Dan Smith*

**W. Dan Smith, Fire Chief**

**BOARD OF COUNTY COMMISSIONERS**

**KITSAP COUNTY, WASHINGTON**



*Robert Gelder*

1-26-15

**ROBERT GELDER, Chair**

*Edward E. Wolfe*

**EDWARD E. WOLFE, Commissioner**

*Charlotte Garrido*

**CHARLOTTE GARRIDO, Commissioner**

**ATTEST:**

*Carolyn S. Gaudin for*

**Dana Daniels, Clerk of the Board**

Mike Gordon,  
Interim Director



KITSAP COUNTY  
EMERGENCY MANAGEMENT  
COUNCIL - 2015

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dem@co.kitsap.wa.us  
[www.kitsapdem.org](http://www.kitsapdem.org)

February 23, 2015

Chief W. Dan Smith  
North Kitsap Fire and Rescue  
26642 North Miller Bay Road NE  
Kingston, WA 98346

Contract: Statement of Agreement KC-429-14

Dear Chief Smith:

Enclosed please find one fully signed original Statement of Agreement between North Kitsap Fire and Rescue and the Kitsap County Department of Emergency Management. Please keep this fully executed original for your files.

Please contact Mike Gordon with any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "Michele Moen".

Michele Moen  
Office Assistant

Encl.