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MEMORANDUM OF AGREEMENT
BETWEEN
WASHINGTON STATE PARKS AND RECREATION COMMISSION
AND
PACIFIC COUNTY SHERIFF'S OFFICE

State Parks Contract #: MOA 517-131

This MEMORANDUM OF AGREEMENT (MOA) is hereby made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as PARKS, and the Pacific County Sheriff's Office, hereinafter referred to PCSO.

PURPOSE:

The purpose of this agreement is to document the agreement to govern the co-use of a vessel and trailer owned by PARKS; the vessel "Osprey" Hull Identification # 1NM23002D414; and Trailer Identification # 1ZEZANUG9FA012642.

RESPONSIBILITIES:

Possession;
Possession is defined as, having the care custody and control of the vessel and trailer until it is received by the other party.

Storage of vessel and trailer;
Each party will ensure secure and adequate storage of both the vessel and trailer while in possession of that party. Storage can be both on land and in water for the vessel.

Transport;
PCSO will assist in transporting the vessel to PARKS training events when requested when possible. PARKS will provide at a minimum 14 days prior notice of any transport requirements.

Routine Maintenance;
Basic operator level maintenance tasks such as checking and filling engine oil, steering fluid, lower unit fluids, coolant, replacing worn or frayed docking / tow lines, fenders, etc. is the responsibility of each party when the vessel is in possession of and in use by that party.

Scheduled Maintenance;
PARKS is responsible and will pay for all scheduled maintenance tasks, vessel refits, and major non damage maintenance costs (paint, zincs, tune-ups, filters changes, etc.) PCSO will track engine hours and vessel usage hours to assist with scheduling maintenance periods.

Damage / Non Scheduled Maintenance;
Each party will be responsible for covering the cost of parts and labor to fully repair and or replace broken items or damage to the vessel or trailer while under that parties possession that are below that parties insurance deductible.

Insurance;
Each party will be responsible for and maintain an insurable interest for any loss or damage to the vessel and trailer while in their possession. For loss of or damage to the vessel or trailer PCSO will procure Hull & Machinery coverage in the amount of $125,000.00 and Protection & Indemnity coverage in the amount of $1,000,000.00 per incident. P&I will also need to cover crew / operators. PCSO will need to name PARKS as an "additional insured" as the owner of the vessel and trailer.

Fuel;
Each party is responsible for providing its own fuel costs for the vessel when under its control and use. Vessel shall be returned to each party after use with a full fuel tank.

Vessel Equipment;
PARKS will be responsible for procuring basic operating and safety equipment for the vessel. (charts, flares, dock lines, towing line, USCG Safety Equipment) PCSO will be responsible for procuring any Law Enforcement specific items (gun racks, LE radios etc.)

Training;
PCSO will be responsible for having at least one fully trained and certified Basic Marine Law Enforcement academy graduate on board the vessel when it is underway. The coxswain shall possess, at a minimum, a Washington State Boater Education Card and or be adequately trained and or experienced in safe boating operation to a level approved by the Sheriff and or his designee. This agreement shall not set constraints that limit the power or authority of the Sheriff. Each party will be responsible for training and certifying new operators. PARKS will ensure its coxswains have been qualified by the National Safe Boating Council close quarters and open water training courses. PARKS will coordinate heavy weather / surf zone training for coxswains from both parties at the earliest opportunity through NASBLA.

Operational Limits;
For initial period of use and until a coxswain and crew are certified by NASBLA for heavy weather / surf zone operations the maximum wind wave height for vessel to be operated in shall be 5 feet. Vessel can be used in non-breaking swells up to 15 feet in height. Max speed for normal operation shall be 30-35 knots. Vessel can be operated at max speed when involved in actual Search and Rescue operations or to save life, limb or eyesight of person(s) in distress on or in the water. Each party will set internal operational Standard Operating Procedures and control measures for vessel operations / use during bad weather and heavy seas.

COMMENCEMENT/EXPIRATION DATE:

This instrument is executed as of the date of last signature and is effective through June 30, 2019, at which time it will expire unless otherwise extended in writing.

MODIFICATION
Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

TERMINATION
Any of the parties, in writing, may terminate the instrument in whole with thirty (30) days written notice to the other party.

CONFLICT RESOLUTION
Any dispute arising out of the conduct of this Agreement shall first be attempted to be settled through negotiations by appointed representatives of the parties involved. Each party shall appoint a representative to a dispute panel. Those representatives shall mutually agree on a third person to chair the panel. The dispute panel, with the majority prevailing, shall thereafter make a nonbinding recommendation for resolution of the dispute. No organization shall have recourse to the courts unless an attempt has been made to settle the dispute under the mechanism described above.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

PRINCIPAL CONTACTS:
Principal Contact for PARKS shall be Hoyle Hodges, Program Specialist, PO Box 42650, Olympia, WA 98504-2650; telephone (360) 902-8835; e-mail address: hoyle.hodges@parks.wa.gov.

Principal Contact for PCSO shall be Lieutenant James Bergstrom, 300 Memorial Dr, South Bend, WA 98586-1105; telephone (206) 390-0381; e-mail address: cwb@cwb.org.

We the undersigned agree to the terms of the foregoing Memorandum of Agreement:

Pacific County Sheriff's Office		**Washington State Parks and Recreation Commission**	
Scott Johnson Sheriff	Date 6-28-16	Mark Bibeau Chief Financial Officer	7/5/16 Date

APPROVED AS TO FORM:
/S/, AAG

RECEIVED ON
JUL 05 2016
CONTRACTS AND PROCUREMENT