

## STATEMENT OF AGREEMENT

Between

Port Orchard United Methodist Church and Kitsap County, WA

Concerning

### USE OF PORT ORCHARD UNITED METHODIST CHURCH FACILITIES 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 Port Orchard United Methodist Church facility at 725 Kitsap St, Port Orchard, WA 98366, as a county-run severe weather shelter under the stipulations set forth in this agreement
3. AGREEMENT: Kitsap County, WA and the Port Orchard United Methodist Church, both 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 these two parties as follows:
  - a. The Port Orchard United Methodist Church will permit, at its own discretion, upon the request of Kitsap County Department of Emergency Management (KCDEM), the use of its facility at 725 Kitsap St, Port Orchard, WA 98366, 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. Both parties will maximize usefulness of the facility through the coordination of the use of available resources within the facility
  - c. The Port Orchard United Methodist Church has the sole discretion to determine whether its facility is available for such use at the time a request is made by KCDEM. Kitsap County will not require Port Orchard United Methodist Church 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 Port Orchard United Methodist Church.
  - e. KCDEM will provide all volunteers and management during the time it operates the shelter. All employees or volunteers provided by KCDEM ("KCDEM personnel") 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 Port Orchard United Methodist Church supervision of KCDEM personnel. The Port Orchard United Methodist Church may, at its discretion, provide employees or volunteers ("Port Orchard United Methodist Church personnel") to assist KCDEM operations. All Port Orchard United Methodist Church personnel shall be under the supervision and control of Port Orchard United Methodist Church. Nothing in this agreement shall be construed to obligate Kitsap County for any responsibility regarding Port Orchard United Methodist Church personnel. If Port Orchard United Methodist Church personnel have taken the shelter training and have signed up for a shift at the shelter through KCDEM, they become KCDEM personnel for the purpose of shelter activation and are bound by the Kitsap County Severe Weather Shelter Program rules and guidelines.

- 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. To the extent not otherwise addressed in Chapter 38.52 RCW, Kitsap County and Port Orchard United Methodist Church of Port Orchard, WA each agree 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 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 could not be held directly liable.
4. DURATION OF AGREEMENT – TERMINATION: This agreement shall remain in force until cancelled by either party in writing and shall be reviewed annually.
5. 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.
6. WITNESS: in witness thereof, Port Orchard United Methodist Church has caused this agreement to be executed by Port Orchard United Methodist Church and Kitsap County has caused this agreement to be executed by the Kitsap County Board of Commissioners, said agreement to become effective and operative upon the fixing of the last signature hereto.

DATED this 30 day of December, 2016

**PORT ORCHARD UNITED METHODIST CHURCH**

Signature: Lynne Low, Chair Board of Trustees

Signature (if necessary): Rev. Shirley DeJenne

**KITSAP COUNTY DEPARTMENT OF EMERGENCY MANGEMENT**

[Signature]  
Mike Gordon, Director



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

[Signature]  
CHARLOTTE GARRIDO, Chair

[Signature]  
ROBERT GELDER, Commissioner

[Signature]  
EDWARD E. WOLFE, Commissioner

ATTEST:  
[Signature]  
Dana Daniels, Clerk of the Board