

May 22, 1998
SK/sk

clerk 5/29/98

KENT PULLEN
Larry Gossett
Jane Hague

Introduced By:

Proposed No.:

98-352

MOTION NO. **10483**

1
2 A MOTION authorizing King County to accept a 1997 Dodge
3 Coach House vehicle for the use of search and rescue and
4 disaster activities by King County department of public safety.
5

6 WHEREAS, the King County department of public safety engages from time to
7 time in search and rescue and disaster response operations, and

8 WHEREAS, King County Search and Rescue Dogs Unit (KCSAR DOGS) is a
9 nonprofit voluntary organization under the laws of the state of Washington, and

10 WHEREAS, KCSAR DOGS has requested to donate to KING COUNTY, for use
11 by the department of public safety, a 1997 Dodge Coach House, for the purpose of search
12 and rescue and disaster response operations, and

13 WHEREAS, the use of this vehicle would enhance search and rescue and disaster
14 response operations for improved public safety, and

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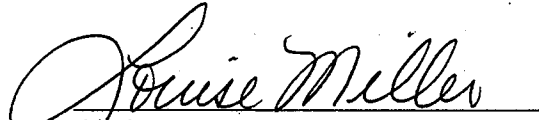
WHEREAS, KCSAR DOGS has agreed to be responsible for the upkeep and maintenance of this vehicle;

NOW, THEREFORE BE IT MOVED by the Council of King County:

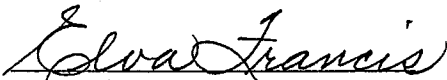
King County is hereby authorized to accept a 1997 Dodge Coach House from KCSAR DOGS for the purpose of providing improved public safety.

PASSED by a vote of 12 to 0 this 22nd day of June,
1997.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Deputy Clerk of the Council

Attachments: Memorandum of Agreement for Use and Control of Vehicle

1 MEMORANDUM OF AGREEMENT
2 for
3 USE AND CONTROL OF VEHICLE

10483-1

4 This is a Memorandum of Agreement between King County,
5 a political subdivision of the State of Washington
6 ("the County"), and King County Search and Rescue Dogs Unit
7 (KCSAR DOGS), a non-profit voluntary organization under the
8 Laws of the State of Washington. It is intended to
9 express the entire understanding of the parties and may
10 not be altered or amended without the agreement of both
11 parties in writing appended hereto. This Agreement may
12 be terminated at any time by either party giving three
13 days' written notice to the other.

14 The County, as part of its service to the public,
15 engages from time to time in search and rescue and
16 disaster response operations, and training therefor,
17 both in its own right and under the auspices of the
18 State of Washington, Division of Emergency Management,
19 as more fully set forth in the Revised Code of
20 Washington, Chapter 38.52.

21 KC SAR DOGS supplies volunteer manpower to the County to
22 assist the County in the County's conduct of search and
23 rescue, and disaster response operations. KC SAR DOGS
24 agrees to provide the County one 1997 Coach 19/VMH (vehicle
25 identification number 2B6KB31Z5TK189415), for use in
26 connection with County search and rescue and disaster
27 response operations, as requested by the County. The
28 County will be responsible for licensing the van. KC SAR
29 DOGS will be responsible for the van's upkeep and
maintenance.

1 KC SAR DOGS will not use the van, or permit the van to be
2 used, for purposes other than those specified in this
3 agreement.

4 The movement and operation of the van by KC SAR DOGS for
5 any reason will be only at the direction of the King County
6 Sheriff Search and Rescue Duty Officer, or the Search and
7 Rescue Coordinator, and then only in accordance with
8 such direction.

9 KC SAR DOGS will not remove the van from King County unless it
10 is directed to do so by the King County Sheriff's Office,
11 Search and Rescue Duty Officer, or the Search and Rescue
12 Coordinators, and then only in accordance with such
13 direction.

14 KC SAR DOGS agrees to provide the King County Sheriff's Office,
15 Search and Rescue Coordinator, a list of qualified drivers for
16 the operation of the van. Only those drivers who have been
17 approved in writing by the Search and Rescue Coordinator
18 ("approved drivers") may operate the van. The Search and
19 Rescue Coordinator may require a formal driver training
20 program to be completed by the van drivers. Any driver
21 training program required will be provided by the County.
22 Volunteer liability is governed by Chap. 38.52 RCW.

23 However, to the extent that KC SAR DOGS Unit volunteers,
24 officers, employees, authorized agents and their marital
25 communities may not be covered by the State of
26 Washington, King County agrees, in consonance with the
27 provisions of Chapter 4.12 of the King County Code, to
28 protect them from liability for their acts arising out of
29 the operation of the van by approved drivers in good
30 faith and within the scope of their duties in connection

1 with search and rescue or disaster response operations as
2 requested by the county.
3 This Agreement shall renew automatically on the 1st of
4 January of each calendar year, subject to the termination
5 provisions above. Upon the termination of this Agreement,
6 title and ownership of said vehicle shall revert to KC SAR DOGS
7 Unit.

DATED this ____ day of _____, 1998.

King County Search and Rescue Dog Unit

By _____
Keith Davis, CHAIRMAN

King County Sheriff's Office

By _____
David Reichert, King County Sheriff

Approved as to form:

KING COUNTY PROSECUTING ATTORNEY

BY _____
Dennis C. McMahon
Deputy Prosecuting Attorney