

**AGREEMENT BY AND BETWEEN KITSAP COUNTY AND KITSAP 911 FOR THE  
TRANSFER OF ASSETS AND LIABILITIES  
HELD IN CONNECTION WITH CENCOM**

This Agreement is entered into by and between Kitsap County, a municipal corporation and political subdivision of the State of Washington (County), and Kitsap 911, a public authority organized pursuant to RCW 35.21.730 through 35.21.759, and Kitsap County Ordinance Ord. 532 (2016) (Kitsap 911). The Parties mutually agree as follows:

**RECITALS**

WHEREAS, since 1991 certain governmental entities in Kitsap County have been parties to interlocal agreements establishing a joint board, known as “CENCOM,” providing for the joint and cooperative provision of emergency communications services to citizens within the parties’ respective jurisdictions;

WHEREAS, the current parties to CENCOM are Kitsap County, City of Bainbridge Island, City of Bremerton, City of Port Orchard, City of Poulsbo, County of Kitsap, Kitsap County Sheriff, Bainbridge Island Fire Department, Central Kitsap Fire and Rescue, Kitsap County Fire District 18 (Poulsbo Fire), North Kitsap Fire and Rescue, and South Kitsap Fire and Rescue (hereinafter “CENCOM Members”), as evidenced by Interlocal Agreements being designated as Kitsap County Contract Nos: KC-001-91, KC-002-91, KC-003-91, KC-004-91, KC-005-91, KC-006-91, KC-007-91, KC-008-91, KC-009-91, KC-0010-91, KC-0011-91, KC-0012-91, KC-0015-91, KC-0016-91, KC-0017-91, KC-0018-91, and KC-0019-91 (hereinafter referred to as “Interlocal Agreements”);

WHEREAS, since 1991, and subject to the oversight and consent of the CENCOM Members to the Interlocal Agreements, the CENCOM 911 Policy Board has been the overall governing authority of the joint and cooperative undertaking, establishing policy, systems, and programs for CENCOM’s operations, developing CENCOM’s annual budget, funding, and cost share distribution, and determining staffing levels and supervising the CENCOM director;

WHEREAS, since 1991, Kitsap County has served as the administrator for the CENCOM joint board, equipping, operating, staffing, and maintaining facilities necessary to provide 911 communication services, issuing Limited Tax General Obligation Bonds to finance and refinance construct, equip, acquire, and improve 911 facilities and systems in furtherance of the joint and cooperative undertaking;

WHEREAS, since 1991, the CENCOM Members have invested public funds and incurred liabilities for the benefit of CENCOM, and such funds and liabilities have been used to acquire necessary assets and incur liabilities for the operation of CENCOM;

WHEREAS, as the administrator for CENCOM, all assets and liabilities have been held by Kitsap County for the benefit of the CENCOM Members for the operation of CENCOM;

WHEREAS, the CENCOM Members have determined that a separate legal entity should assume the function of providing county-wide 911 emergency communications services, and the activities and operations conducted by CENCOM should be transferred to the separate legal entity;

WHEREAS, Kitsap County has enacted an ordinance establishing a Public Authority known as “Kitsap 911,” to undertake, assist with, and otherwise facilitate the public function of providing a countywide enhanced 911 emergency communications system, and perform any other public function relating to providing a countywide enhanced 911 emergency communications system;

WHEREAS, the CENCOM Members have authorized the transfer of all CENCOM assets, liabilities, and administrative functions heretofore performed by Kitsap County to Kitsap 911, and the CENCOM Members have determined that the transfer of all CENCOM assets, liabilities, and administrative functions to Kitsap 911 is in the best interest of the CENCOM Members and users of 911 emergency communications services; and

WHEREAS, pursuant to chapter 39.33 RCW, on the 12th day of December, 2016, the Kitsap County Board of Commissioners conducted a public hearing with proper notice for the transfer of the assets listed in Attachment A hereto to Kitsap 911, which attachment is fully incorporated as if set forth herein.

## AGREEMENT

SECTION 1. The recitals set forth above are hereby incorporated by reference as if set forth fully herein.

### SECTION 2.

2.1 Transfer of CENCOM Assets from County to Kitsap 911. County hereby transfers to Kitsap 911, and Kitsap 911 accepts, any and all interest County has in any property that is currently held by County for the operation of CENCOM including, but not limited to, real property, personal property, contracts, fund balances (the residual equity/fund balance of fund 103 and any investments less a sufficient amount to cover 13<sup>th</sup> month expenses will be transferred to fund 89822), the property specifically identified in Attachment A, and any other property, EXCEPT that as to the lease between State of Washington Military Department and Kitsap County for the 911 Communications and Emergency Operations Center, designated as Kitsap County Contract No. 139-03 and attached hereto as Attachment B, Kitsap County will sublease that portion of the property occupied by Kitsap 911, including the common areas of said property, to Kitsap 911 in accordance with the Sublease & Joint Use Agreement between Kitsap County and Kitsap 911 for the 911 Dispatch and Emergency Services Center at 911 Carver, Bremerton, Washington entered into by and between the Parties. Kitsap County will retain its leasehold interests in that portion of the 911 Communications and Emergency Operations Center occupied by the Kitsap County Department of Emergency Management, including the common areas of said property.

2.2 Transfer of CENCOM Liabilities from County to Kitsap 911. County releases and transfers any and all liabilities, whether known or unknown, arising in connection with the operation of CENCOM. In consideration of the transfer of assets described in Section 2.1 above:

A. Kitsap 911 accepts any and all interest County has in any property transferred, including but not limited to, real property, personal property, contracts, the property specifically identified in Attachments A, or any other property that is currently held by

County for the operation of CENCOM, and Kitsap 911 accepts any and all liabilities, whether known or unknown, arising in connection with the operation of CENCOM; and

B. To the fullest extent permitted by law, Kitsap 911 will hold harmless, indemnify, and defend County, CENCOM Members, and their officers, officials, employees and agents, from and against any and all claims, actions, suits, liabilities, settlements, judgments, expenses, damages or loss of any nature whatsoever, including without limitation reasonable attorneys' fees and costs in defense thereof, for any injuries, sickness, disability or death to persons or damage to property or business (including loss of use), directly or indirectly caused by or arising in connection with CENCOM after the effective date of the transfer of interests and liabilities as set forth herein.

SECTION 3. This Agreement only releases interests County has, if any, in any property identified in Attachment A, or any other property, real or personal identified elsewhere as being held by County for the sole purpose of operating CENCOM. This Agreement expressly does not release or transfer to Kitsap 911 any other property County owns, leases, or otherwise has title to.

SECTION 4. Severability. If any one or more sections, subsections, or sentences of this Resolution are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Resolution and the same shall remain in full force and effect.

SECTION 5. Effective Date. This Agreement shall take effect and be in force at 12:00 a.m. (00:00) January 1, 2017.

DATED this 26<sup>th</sup> day of December, 2016.



BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON

E. Wolfe  
EDWARD E. WOLFE, Chair

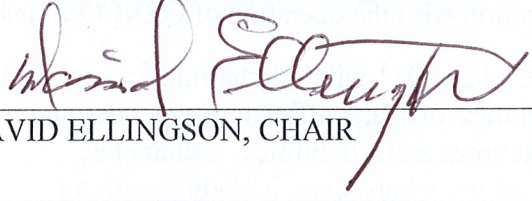
Charlotte Garrido  
CHARLOTTE GARRIDO, Commissioner

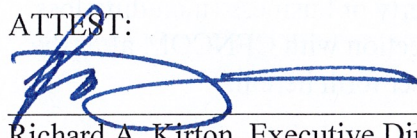
NOT PRESENT  
ROBERT GELDER, Commissioner

ATTEST:

Dana Daniels  
Dana Daniels, Clerk of the Board

**KITSAP 911 BOARD OF DIRECTORS**

  
\_\_\_\_\_  
DAVID ELLINGSON, CHAIR

ATTEST:  
  
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Richard A. Kirton, Executive Director