

**2009 BOATING SAFETY PROGRAM AGREEMENT  
WITH CITY OF OLYMPIA**

**THIS AGREEMENT** entered into by the County of Thurston, a municipal corporation, hereinafter "COUNTY", and the City of Olympia, a municipal corporation, hereinafter "OLYMPIA".

**WHEREAS**, pursuant to RCW 88.02.040, the Department of Licensing collects vessel registration fees on an annual basis, retains the first 1.1 million dollars of what was collected and then distributes the remainder to Washington counties that have approved boating safety programs; and

**WHEREAS**, the COUNTY has an approved boating safety program; and

**WHEREAS**, pursuant to WAC 352-65-050(2), the legislative authority of each county with an approved boating safety program will be responsible for equitably distributing funds allocated by the state treasurer to local jurisdictions with approved boating safety programs within the county; and

**WHEREAS**, local jurisdictions offering boating safety services and desiring to receive distribution of funds must enter into a cooperative agreement with the COUNTY and receive and maintain state park's approval for their boating safety program; and

**WHEREAS**, OLYMPIA has received approval of its boating safety program and is eligible to receive an equitable share of the vessel registration fees distributed to the COUNTY; and

**WHEREAS**, the COUNTY and OLYMPIA desire to enter into a cooperative agreement;

**NOW THEREFORE**, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

- I. Responsibilities:
  - A. OLYMPIA agrees to use the funds made available under this agreement only for purposes of a boating safety program as described in WAC 352-65-040. OLYMPIA further agrees to use the funds to increase boating safety education and enforcement efforts and to stimulate greater local participation in boating safety, but not to use the funds to supplant existing boating safety funding.

- B. OLYMPIA agrees to operate its boating safety programs in compliance with the state's program requirements and to comply with all applicable federal, state and local laws in performing any activities resulting from the use of the funds distributed under this agreement.
- C. OLYMPIA agrees to submit an annual report of activities performed and participate in statewide boating surveys as required by state parks.

II. Compensation and Method of Payment:

- A. The COUNTY agrees to pay OLYMPIA 25% of the total registration fees received by COUNTY for 2009. Payment will be made to the Olympia Police Department located at 900 Plum Street SE, Olympia, WA. 98501-1595.
- B. No changes or additions shall be made to this agreement except as agreed to by both parties and reduced to writing and executed with same formalities as are required for the execution of this agreement.

III. Jurisdiction

- A. This contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by laws of the State of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Contract or any provision thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County.

IV. Severability

- A. It is understood and agreed by the parties hereto that if any part, term or provision of the Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

This AGREEMENT shall take effect upon signature of both parties and shall remain in


effect through December 31, 2009 unless it is extended by written agreement of the parties.

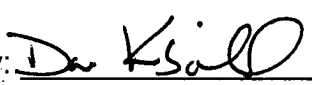
DATE: 6-9-2009

DATE:

CITY OF OLYMPIA

THURSTON COUNTY SHERIFF

By: 

By: 

Doug Mah  
Mayor

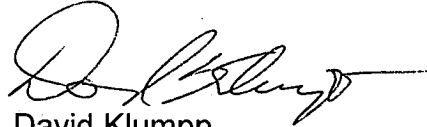
Dan Kimball  
Sheriff

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: Darren Menzies PCA  
City Attorney

EDWARD G. HOLM  
PROSECUTING ATTORNEY

By:   
David Klumpp  
Deputy Prosecuting Attorney