

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: ILA - City of Bremerton for Prosecution Services

CONFORM AS TO DATES & SIGNATURES

- (✓) Approved by the Mayor: 04/15/2015
- (✓) Approved by the City Council: 04/15/2015, Effective 05/01/2015
- (✓) Completion: 05/01/2020
- () Recorded:
- () Certificate of Liability:

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- () City Attorney
- (✓) Clerk's Department: Original
- (✓) Posted to Library Drive
- (✓) Posted to Web Site
- () Finance:
- () Mayor
- () Municipal Court
- () Parks/Recreation
- () Planning
- () Police
- () Public Works/Engineering/Building
- ()

Nicole Stephens
City Clerk

04/16/2015
Date

INTERLOCAL AGREEMENT FOR LEGAL SERVICES
Prosecution Services

This Agreement is by and between the City of Bremerton ("Bremerton") and the City of Poulsbo ("Poulsbo") and is made and entered into pursuant to the provisions of Chapter 39.34 RCW.

WHEREAS, Chapter 39.34 RCW (Interlocal Cooperation Act) permits local governmental units to enter into agreements with one another for governmental services;

NOW THEREFORE, in consideration of the mutual covenants hereinafter stated, the parties hereto agree as follows:

SECTION I.
PURPOSE

The purpose of this Agreement is for Bremerton and Poulsbo to provide each other with occasional support and back-up prosecution services in the cities' municipal courts.

SECTION II.
SCOPE OF SERVICES

The cities will provide each other with in-court and other necessary prosecution services, including but not limited to charging criminal cases, filing necessary motions, and requesting search warrants.

This Agreement does not create a duty to provide services at a particular date or time. The requested services will be provided at the sole discretion of the party receiving the request, based on timing and availability of personnel. The parties will in good faith provide services when able.

SECTION III.
TERM OF AGREEMENT

The term of this Agreement is five (5) years from May 1, 2015.

SECTION IV.
TERMINATION OF AGREEMENT

This Agreement may be terminated by either party, with or without cause, upon fourteen (14) days' notice to the other party.

SECTION V.
PAYMENT

The parties agree that there will be no compensation for services rendered under this Agreement. Consideration for this Agreement is the mutual support and back-up prosecution services provided by the parties hereto.

**SECTION VI.
INSURANCE AND HOLD HARMLESS**

Bremerton and Poulsbo attorneys are independent contractors when they are performing work for the other city that is covered by this Agreement. Each city shall maintain insurance for its attorneys performing work under this Agreement to the same extent it provides insurance for all other attorneys in its employ.

Poulsbo agrees to be solely responsible for the acts or omissions of its personnel which occur or arise in any way out of the performance of this Agreement. Poulsbo agrees to save and hold Bremerton, its personnel and officials, harmless from all costs, expenses, losses, and damages, including cost of defense, incurred as a result of any acts or omissions of Poulsbo or its personnel relating to the performance of this Agreement.

Bremerton agrees to be solely responsible for the acts or omissions of its personnel which occur or arise in any way out of the performance of this Agreement. Bremerton agrees to save and hold Poulsbo, its personnel and officials, harmless from all costs, expenses, losses, and damages, including cost of defense, incurred as a result of any acts or omissions of Bremerton or its personnel relating to the performance of this Agreement.

It is specifically and expressly understood that the indemnification provided herein constitutes each city's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**SECTION VII.
GENERAL PROVISIONS**

(a) This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

(b) The parties acknowledge that the Bremerton City Attorney and the Poulsbo Prosecutor retain ultimate prosecutorial discretion in their respective jurisdictions in all matters within the scope of this Agreement.

(c) Any notices required to be given shall be in writing and delivered to the following parties at the following addresses:

Bremerton City Clerk
345 Sixth Street, Ste. 600
Bremerton, WA 98337

Poulsbo City Clerk
200 NE Moe Street
Poulsbo, WA 98370

(d) This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Kitsap County, Washington.

(e) The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

(f) Failure to insist upon strict compliance with any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

(g) This Agreement does not establish a separate legal entity. No joint property shall be acquired under this Agreement. The Agreement shall be administered by Bremerton's City Attorney and Poulsbo's Prosecutor.

(h) Each party to sign this Agreement shall publish a copy hereof on its web site, and list the Agreement by subject on its web site.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year indicated.

CITY OF BREMERTON

CITY OF POULSBO

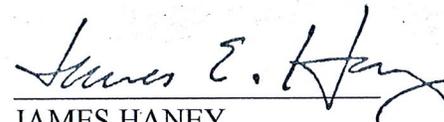

PATTY LENT, MAYOR 4/15/15
Date


BECKY ERICKSON, MAYOR 4/16/15
Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:


ROGER A. LUBOVICH,
CITY ATTORNEY


JAMES HANEY
CITY ATTORNEY

RECEIVED FOR FILING:

RECEIVED FOR FILING:


SHANNON CORIN,
CITY CLERK


NICOLE STEPHENS,
CITY CLERK