

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: City of Bremerton – Marine Patrol Services (ILA)

CONFORM AS TO DATES & SIGNATURES

- (X) Approved by the City Council: N/A
- (X) Completion: 12/31/2016 w/automatic renewal
- (X) Recorded: Posted to City website

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- City Attorney
- Clerk's Department: Original
- Posted to Library Drive
- Posted to Web Site
- Finance:
- Fire District #18
- Mayor
- Municipal Court
- MRSC
- Parks/Recreation
- Planning/Building
- Police
- Public Works/Engineering:

Jill A. Boltz
City Clerk

September 11, 2013
Date

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF POULSBO
AND THE CITY OF BREMERTON
RELATING TO MARINE PATROL SERVICES**

THIS AGREEMENT is between the City of Poulsbo, a municipal corporation of the State of Washington, hereinafter referred to as the "Poulsbo", and the City of Bremerton, a municipal corporation of the State of Washington, hereinafter referred to as "Bremerton" for marine patrol services.

WHEREAS, Poulsbo and Bremerton have geographical boundaries either bordering on or encompassing navigable waters in Kitsap County and, thus have the authority to police these waters; and

WHEREAS, Poulsbo has established and maintains a marine patrol service on the waters within Poulsbo's jurisdiction which can also service the waters under the authority of Bremerton;

NOW Therefore, Poulsbo and Bremerton hereby agree as follows:

1. Police Authority. Bremerton confers municipal police authority on Poulsbo officers engaged pursuant to this Agreement to enforce State and Bremerton ordinances within Bremerton waters for the purposes of carrying out this Agreement.

2. Assistance and Patrol. Through its Marine Patrol Unit, Poulsbo may provide assistance to the Bremerton Police Department upon request, and may patrol waters under the authority of Bremerton for the purposes of enforcing applicable laws and ordinances, promoting boating safety, and preventing law or safety violations, including responding to emergency complaints in accordance with standard emergency dispatch protocol. Due to the mutual interest of and benefit to both parties in public safety for the community, no monetary compensation will be paid for these services.

3. No Duty to Patrol or Provide Assistance. Poulsbo Marine Patrol Unit shall have the primary interest of patrolling its own waters, and shall not be liable for, or be considered to be in breach of or default under this Agreement on account of any delay in or failure to perform any obligation under this Agreement. This Agreement shall not create any duty on the part of Poulsbo to patrol the waters of Bremerton or respond to requests for assistance. Poulsbo has the absolute discretion to decline to provide any requested assistance at any time without incurring any liability.

4. Independent Contractor. The parties to this Agreement agree that Poulsbo is acting as an independent contractor and controls all marine patrol personnel, including standards of performance and discipline. All persons rendering marine patrol services under this Agreement shall be for all purposes employees of Poulsbo.

5. Indemnification.

a. In executing this agreement, Poulsbo does not assume liability or responsibility for or in any way release Bremerton from any liability or responsibility,

which arises in whole or in part from the existence, validity or effect of Bremerton ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, Bremerton shall defend the same at its sole expense and if judgment is entered or damages are awarded against Bremerton, Poulsbo, or both, Bremerton shall satisfy the same, including all chargeable costs and attorney's fees.

b. Poulsbo shall indemnify and hold harmless Bremerton and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of Poulsbo, its officers, agents, and employees in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against Bremerton or Bremerton and Poulsbo, Poulsbo shall defend the same at its sole cost and expense; and if final judgment be rendered against Bremerton and its officers, agents, and employees or jointly against Bremerton and Poulsbo and their respective officers, agents, and employees Poulsbo shall satisfy the same.

c. Bremerton shall indemnify and hold harmless Poulsbo and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of Bremerton, its officers, agents, and employees in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against Poulsbo or Bremerton and Poulsbo, Bremerton shall defend the same at its sole cost and expense; and if final judgment be rendered against Poulsbo, and its officers, agents, and employees or jointly against Poulsbo and Bremerton and their respective officers, agents, and employees Bremerton shall satisfy the same.

d. If a claim is made that both parties are responsible for all or a portion of damages alleged to have been sustained as a result of acts or omissions of the parties hereto, then the above referenced indemnity and hold harmless provisions shall apply only to the extent of the proportion of liability attributable to the indemnifying party. If liability is not or cannot be apportioned, then the parties shall be responsible for their own costs and attorneys fees incurred in the matter and shall indemnify and hold the other party harmless for one half of any amount awarded by the Court or other decision making body with jurisdiction as a result of the alleged acts or omissions.

6. Contract Administration. The parties do not by this Agreement create any separate legal or administrative entity. The Chief of Police of each party shall be responsible for administering the terms of this Agreement. The parties do not intend to jointly own any real or personal property as part of this undertaking.

7. Duration. This Agreement is effective upon authorization and signature by both parties. The contract period shall continue until December 16, 2016. This Agreement shall automatically be renewed on a calendar year basis unless written notice of termination is given by either party by the proceeding November 30th of any such year.

8. Termination. Either party may terminate this Agreement at any time upon thirty days (30 days) written notice to other party.

9. Amendment and Waiver. This Agreement may be amended by mutual written agreement of the parties. No waiver by any party of any term or condition of this Agreement shall be deemed or construed waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

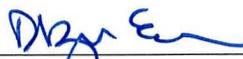
Dated this 4th day of SEPT., 2013

Dated this 4th day of Sept., 2013

CITY OF BREMERTON

CITY OF POULSBO

By: 
Patty Lent, Mayor

By: 
Becky Erickson, Mayor

DEPARTMENTAL APPROVAL:

DEPARTMENTAL APPROVAL:

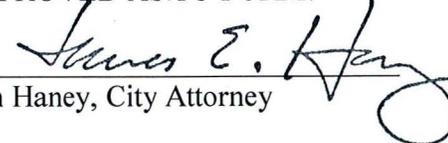

Steven Strachan, Chief of Police


Alan Townsend, Chief of Police

APPROVED AS TO FORM:

APPROVED AS TO FORM:


Roger A. Lubovich, City Attorney


Jim Haney, City Attorney