

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: City of Bremerton – Traffic Safety Operations (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 TRAFFIC SAFETY OPERATIONS**

THIS IS AN AGREEMENT between the City of Poulsbo, a municipal corporation of the State of Washington, hereinafter referred to as “Poulsbo” and the City of Bremerton, a municipal corporation of the State of Washington, hereinafter referred to as “Bremerton”.

WHEREAS, Poulsbo and Bremerton share similar interests in effectively maintaining traffic safety operations in their respective cities; and

WHEREAS, when working together, both cities have the ability to enhance traffic safety and focus more resources on a particular problem or situation at one time;

NOW Therefore, Poulsbo and Bremerton hereby agree as follows:

1. **AUTHORITY FOR AGREEMENT.** This Letter of Agreement is entered into as an Interlocal agreement pursuant to the Washington Mutual Aid Peace Officers Powers Act as codified in Chapter 10.93 of the Revised Code of Washington.

2. **PURPOSE OF THE AGREEMENT.** The Police Department of the City of Poulsbo and the Police Department of the City of Bremerton each maintain motorcycle patrol/traffic units for the purpose of traffic safety enforcement and education. The Police Department of the City of Poulsbo maintains primary responsibility for law enforcement services within the city limits of Poulsbo. The Police Department of the City of Bremerton maintains primary responsibility for law enforcement services within the city limits of Bremerton. The above agencies agree that there is a benefit to sharing the resources of both motorcycle patrol and traffic safety units to better saturate specific emphasis areas with more effective patrol. The benefit is to the citizens of both jurisdictions, especially areas such as school zones where motorcycle patrols can serve as a significant impact to traffic safety in those areas and in turn help to ensure the safety of pedestrians and other motorists.

3. **MUTUAL AID LAW ENFORCEMENT SERVICES.** Each party will, to the best of its ability, furnish Traffic Safety Patrol Officers mutual aid law enforcement services to, and at the request of, any of the parties named in this agreement. Each city shall confer police authority on those officers from other jurisdictions providing mutual aid law enforcement services and enforcing the requesting department’s ordinances. For purposes of this agreement, the request for mutual aid can be made by the law enforcement agency with primary jurisdiction. If, in the exercise of its discretion, the responding department determines that its department cannot provide the requested mutual aid services, then such department shall immediately notify the requestor of the former’s inability to respond. The responding department shall be the sole judge of its ability to respond and assumes no liability for declining to respond.

4. SERVICES INCLUDED. For purposes of this Agreement, Traffic Safety Patrol Officers mutual aid law enforcement services shall mean traffic safety education and enforcement. Enforcement shall occur using the primary jurisdiction's ordinances and all citations subject to adjudication in the municipal court shall be sent to the municipal court of the primary jurisdiction. The services provided will be in accordance with the responding agencies policies and procedures. Any investigative reports completed by the Traffic Safety Patrol Officers will be forwarded to the agency with primary jurisdiction as soon as practical.

5. TERM. This Agreement is effective upon authorization and signature by both parties. The contract period shall continue until December 31, 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. Any party may terminate its participation in this Agreement by giving 60 days notice of termination to the other parties hereto.

6. INDEPENDENT CONTRACTOR. The parties acknowledge and agree that in the performance of this Agreement, they are acting as independent contractors and not as agents of each other.

7. 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. In executing this agreement, Bremerton does not assume liability or responsibility for or in any way release Poulsbo from any liability or responsibility, which arises in whole or in part from the existence, validity or effect of Poulsbo ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, Poulsbo shall defend the same at its sole expense and if judgment is entered or damages are awarded against Poulsbo, Bremerton or both, Poulsbo shall satisfy the same, including all chargeable costs and attorney's fees.

c. 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.

d. 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.

e. 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 attorney's 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.

8. **GOVERNING BODY.** A joint board consisting of the police chief for the City of Poulsbo and police chief for the City of Bremerton shall administer this Agreement. Meetings may be called upon the request of any board member with seven (7) days minimum notice.

9. **COUNTERPARTS.** This Agreement shall be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

10. **MODIFICATION.** The parties may amend, modify, or supplement this Agreement only by written agreement executed by the parties hereto.

11. **MERGER AND ENTIRE AGREEMENT.** This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement and constitutes an entire contract between the parties.

IN WITNESS WHEREOF the parties have executed this Agreement.

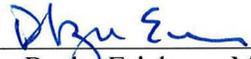
Dated this 4th day of SEPT. 2013

Dated this 5TH day of AUGUST 2013

CITY OF BREMERTON

CITY OF POULSBO

By: 
Patty Lent, Mayor

By: 
Becky Erickson, Mayor

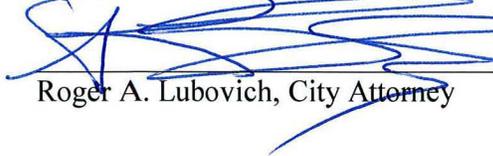
DEPARTMENTAL APPROVAL:


Steven Strachan, Chief of Police

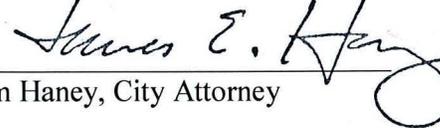
DEPARTMENT APPROVAL


Alan Townsend, Chief of Police

APPROVED AS TO FORM:


Roger A. Lubovich, City Attorney

APPROVED AS TO FORM:


Jim Haney, City Attorney