POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: **Kitsap County Prosecuting Attorney's Office – Prosecution Services (ILA)**

CONFORM AS TO DATES & SIGNATURES

(X) Approved by the City Council: 11/06/2013
(X) Completion: 12/31/2016
( ) Recorded: n/a

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

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

Nicole Stephens — December 17, 2013

Interim City Clerk — Date

LEGAL SERVICES AGREEMENT
Prosecution Services

This Legal Services Agreement for Prosecution Services (this "Agreement") is entered into between the City of Poulsbo (the "City") and the Kitsap County Prosecuting Attorney (the "Prosecutor") pursuant to the provisions of Chapter 39.34 RCW (Interlocal Cooperation Act) as of January 1, 2014.

WHEREAS, the Interlocal Cooperation Act permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the City and the Prosecutor wish to mutually cooperate for the purposes described herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section I
PURPOSE

The purpose of this Agreement is for the Prosecutor to provide legal services for the City for prosecution of municipal criminal complaints and civil infractions.

Section II
SERVICES

The Prosecutor will provide the full range of prosecution services (i.e., prosecution/case management, legal advisor and special projects as required) to the Police Department of the City, as more fully described in Exhibit A: Scope of Work, which is incorporated herein.

Section III
TERM OF AGREEMENT

The term of this Agreement is January 1, 2014 through December 31, 2016.

Section IV
TERMINATION OF AGREEMENT

This Agreement may be terminated by either party, with or without cause, upon 60 days advance written notice to the other party.

Section V
COMPENSATION

The City and the Prosecutor agree that compensation for services rendered under this Agreement shall be at an annual cost of $97,051.00 ($8,087.58 per month) beginning on January 1, 2014 and shall be paid in equal monthly installments. Commencing January 1, 2015, and each succeeding year thereafter that this Agreement remains in effect, the monthly payments shall be adjusted annually by the June to June Consumer Price Index – Urban Consumers (CPI-U) for the Seattle-Tacoma-Bremerton area as published by the U.S. Department of Labor, Bureau of Labor Statistics. In the event of a negative CPI-U, the annual cost will remain the same as the previous year; therefore, the minimum increase will be $0. Upon approval by the City Council and with the agreement of the Prosecutor, a written confirmation of budget shall be attached as an addendum to this Agreement and serve as an amendment to this section.

Section VI
OFFICE FACILITIES

The City will provide office space, furnishings and office equipment for one attorney and one support staff member of the Prosecutor.

Section VII
INSURANCE AND HOLD HARMLESS

A. Insurance

Prior to and during the performance of the work covered by this Agreement, the Prosecutor shall provide the City with evidence that it has obtained and maintains in full force and effect during the term of this Agreement a policy of professional liability insurance, and/or errors and omissions insurance, providing coverage of at least $1,000,000 for professional liability or errors and omissions in connection with the work to be performed by the Prosecutor under this Agreement. The Prosecutor shall furnish a certificate of insurance to the City for review by the City. The City shall be provided 30 days' written notice of any cancellation of such professional liability insurance.

B. Indemnification

Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees and agents in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the termination of this Agreement.

H. Governing Law; Venue. 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 only in the Superior Court of Kitsap County, Washington.

I. Severability. The invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provisions that can be given effect without the offending provision.

J. No Waiver. 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.

K. Administration. This Agreement will be jointly administered by the City and the Prosecutor. This Agreement does not create any separate legal or administrative entity.

L. Financing; Budget. This Agreement does not contemplate joint financing of the activities within its scope, nor does it contemplate a joint budget.

M. Property Acquisition and Disposition. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date stated above.

CITY OF POULSBO

Rebecca Erickson, Mayor — Date 11/8/13

ATTEST:

Jill A. Boltz, City Clerk — Date 11/08/2013

Approved as to Form:

James E. Haney, City Attorney — Date 11/08/2013

KITSAP COUNTY PROSECUTING ATTORNEY

Russell D. Hauge, Kitsap Co. Prosecuting Attorney — Date 11/20/13

KITSAP COUNTY

BOARD OF COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Josh Brown, Chair — Date: 12/9/13

Charlotte Garrido, Commissioner — Date: 12/9/13

Robert Gelder, Commissioner — Date: 12/9/13

ATTEST:

Dana Daniels, Clerk of the Board — Date: 12/9/13

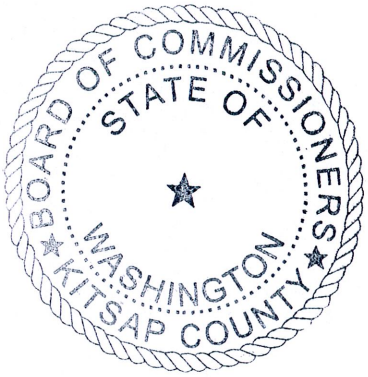

EXHIBIT A: SCOPE OF WORK

The Prosecutor will provide the full range of criminal prosecution and civil infraction enforcement (i.e., prosecution/case management, legal advisor and special projects as required) to the City's commissioned officers and other enforcement personnel as applicable.

I. MUNICIPAL COURT

A. Appearance and Preparation for All Regularly Scheduled Monthly Calendars as Follows:
   1. Non-jury trials
   2. Motion calendars
   3. Jury readiness calendars
   4. Contested infractions calendars, including administrative hearings and traffic hearings, but only in cases where a Notice of Appearance has been filed by a licensed attorney and/or as otherwise agreed by the parties
   5. Jury trial calendars
   6. Arraignments
   7. Sentencings
   8. Revocation hearings
   9. Motions
   10. Preliminary hearings (probable cause)
   11. In-Custody hearings

B. Miscellaneous:
   1. Review cases, make decisions and file complaints
   2. Obtain search and arrest warrants
   3. Day-to-day advice, as needed, by telephone or in-person contact with City Police Department officers

II. SUPERIOR COURT

Appeals (preparation and appearance):
   1. Commencing (only after discussion and authorization from City Attorney)
   2. Defending

III. MEETINGS

A. Attend All Meetings with Police Department, City staff or City Council as Requested or Required to Address Current Issues

B. Prepare Memoranda Addressing Legal Ramifications of Courses of Action Contemplated as Part of Those Meetings

IV. PROVIDE LIAISON BETWEEN CITY POLICE DEPARTMENT AND COURT SYSTEM REGARDING PROCEDURES AND ENFORCEMENT

V. **PREPARE, REVIEW AND RESPOND TO ISSUES AS REQUESTED BY CITY ATTORNEY, CHIEF OF POLICE OR POLICE CAPTAIN**

VI. **RECOMMEND NEEDED MUNICIPAL CODE AMENDMENTS TO CITY ATTORNEY**

VII. **PROVIDE QUARTERLY REPORTS TO CITY AND CITY ATTORNEY'S OFFICE IDENTIFYING TOTAL CASE FILINGS AND CASE DISPOSITIONS**