



Kitsap County Prosecuting Attorney's Office

Russell D. Hauge
Prosecuting Attorney

Please reply to: Civil Division

Carol I. Maves
Office Administrator

January 17, 2014

Ione S. George
Case Management
Division Chief

Timothy A. Drury
Felony and Juvenile
Division Chief

City Attorney
City of Bainbridge Island
280 Madison Avenue
Bainbridge Island, WA 98110

Claire A. Bradley
District/Municipal
Division Chief

RE: Contract for Legal Services

**Jacquelyn M.
Aufderheide**
Civil/Child Support
Division Chief

Dear Mr. Haney:

Enclosed please find an original fully executed Legal Services Agreement which was signed by the Kitsap County Board of Commissioners on January 13, 2014.

www.kitsapgov.com/pros

Sincerely yours,

RUSSELL D. HAUGE
Prosecuting Attorney

Tracy L. Osbourne
Legal Assistant to Jacquelyn M. Aufderheide
Chief Deputy Prosecuting Attorney

/tlo
Enclosure(s)

Adult Criminal & Administrative Divisions • 614 Division Street, MS-35 • Port Orchard, Washington 98366-4681 • (360) 337-7174 • FAX (360) 337-4949
Juvenile Criminal Division • 614 Division Street, MS-35 • Port Orchard, Washington 98366-4681 • (360) 337-5500 • FAX (360) 337-4949
Special Assault Unit • 614 Division Street, MS-35 • Port Orchard, Washington 98366-4681 • (360) 337-7148 • FAX (360) 337-4949

Bainbridge Island Municipal Court Division • 614 Division Street, MS-35 • Port Orchard, Washington 98366-4681 • (360) 337-7174 • FAX (360) 337-4949
Port Orchard Municipal Court Division • 614 Division Street, MS-35 • Port Orchard, Washington 98366-4681 • (360) 337-7174 • FAX (360) 337-4949
Poulsbo Municipal Court Division • 614 Division Street, MS-35 • Port Orchard, Washington 98366-4681 • (360) 337-7174 • FAX (360) 337-4949

Civil Division • 614 Division Street, MS-35A • Port Orchard, Washington 98366-4681 • (360) 337-4992 • FAX (360) 337-7083
Child Support Division • 614 Division Street, MS-35B • Port Orchard, Washington 98366-4681 • (360) 337-7020 • FAX (360) 337-5733



**LEGAL SERVICES AGREEMENT
Prosecution Services**

This Legal Services Agreement for Prosecution Services (this "Agreement") is entered into between the City of Bainbridge Island (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, 2014.

**Section IV
TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party, with or without cause, upon four months' 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 \$93,616.00 beginning on January 1, 2014 and shall be paid in equal monthly installments.

**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.

**Section VIII
GENERAL PROVISIONS**

A. Integration. This Agreement constitutes the entire agreement between the parties. No other understandings or representations, oral or written, regarding the subject matter of this Agreement will be deemed to exist or bind the parties.

B. Amendments. Except as provided in Section V (relating to changes in compensation), this Agreement may be modified or amended only by a writing duly executed by authorized representatives of both parties.

C. Coverage. The City contracts with the Prosecutor for prosecution assistance on an annual basis. The Prosecutor shall be responsible for providing backup and coverage in the event of any absence or conflict at costs within the annual budget. Such backup and coverage shall be provided only by duly appointed deputy prosecuting attorneys.

D. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and addressed as follows:

If to the City:

City Attorney
City of Bainbridge Island
280 Madison Avenue
Bainbridge Island, WA 98110

If to the Prosecutor:

Kitsap County Prosecuting Attorney
614 Division Street, MS-35
Port Orchard, WA 98366

E. Files. All files and other documents maintained by the Prosecutor shall be the files of the City and accessible by the City through its City Attorney or other duly authorized representative during normal business hours. At the request of the City, any and all files maintained by the Prosecutor shall be tendered to the City.

F. Independent Contractor. Prosecutor and assistant(s) are professionals acting without direct supervision and are independent contractors. Prosecutor waives any claim in the nature of a tax, charge, cost or employee benefit which would attach if Prosecutor or assistant(s) were held to be employees of the City.

G. Non-Discrimination. Prosecutor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification. Prosecutor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. Violation of this section shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work from City.

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.

Dated this 12th day of December, 2013.

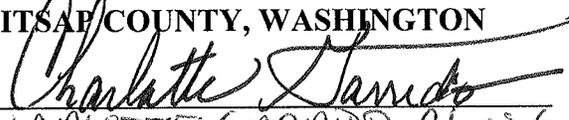
Dated this 13 day of JAN, 2014.

CITY OF BAINBRIDGE ISLAND

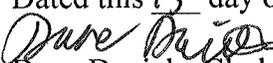
**BOARD OF COMMISSIONERS
KITSAP COUNTY, WASHINGTON**



Douglas Schulze, City Manager



CHARLOTTE GARRIDO, Chair

Dated this 13th day of January, 2014.


Dana Daniels, Clerk of the Board



ROBERT BENDER, Commissioner



Linda Streissguth, Commissioner

**KITSAP COUNTY PROSECUTING
ATTORNEY**



Russell D. Hauge

ATTEST:



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