

## POULSBO AGREEMENT DISTRIBUTION SCHEDULE

**SUBJECT:** ILA - City of Port Townsend - Prosecution Services

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### CONFORM AS TO DATES & SIGNATURES

- Approved by the Mayor: 08/17/2015
- Approved by the City Council: 08/05/2015
- Completion: 07/01/2020
- Recorded:
- Certificate of Liability:

### DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- City Attorney
- Clerk's Department: Original
- Posted to Library Drive
- Posted to Web Site
- Department:
- Mayor

*Nicole Stephens*

\_\_\_\_\_  
City Clerk

08/19/2015

\_\_\_\_\_  
Date

# **INTERLOCAL AGREEMENT FOR LEGAL SERVICES**

## **Prosecution Services**

This Agreement is by and between the City of Port Townsend ("Port Townsend") 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 Port Townsend 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 July 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**

Port Townsend 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 Port Townsend, 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.

Port Townsend 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. Port Townsend 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 Port Townsend 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 Port Townsend 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:

Port Townsend City Clerk  
250 Madison St. Suite 2  
Port Townsend, WA 98368

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 Jefferson 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 Port Townsend's Prosecutor 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 PORT TOWNSEND

CITY OF POULSBO

  
\_\_\_\_\_  
DAVID G. TIMMONS  
CITY MANAGER

8/21/15  
Date

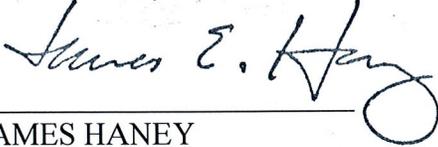
  
\_\_\_\_\_  
BECKY ERICKSON, MAYOR

8/17/2015  
Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
STEVE GROSS  
CITY ATTORNEY

  
\_\_\_\_\_  
JAMES HANEY  
CITY ATTORNEY