

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: ILA - City of Port Townsend - Prosecution Services

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

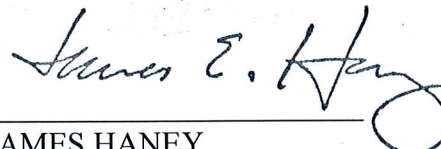
8/17/2015
Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:



STEVE GROSS
CITY ATTORNEY



JAMES HANEY
CITY ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Marsh USA Inc. CA License #0437153 1301 5th Avenue, Suite 1900 Seattle, WA 98101-2682 Attn: Seattle.certrequest@marsh.com / Fax: 212-948-4326 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: | FAX (A/C, No): | | | | | | | | | | | | | |
|--|--|----------------|-------------------------------|--------|---|-------|--|-------|-------------|--|-------------|--|-------------|--|-------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B : XL Specialty Insurance Co.</td> <td>37885</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Greenwich Insurance Company | 22322 | INSURER B : XL Specialty Insurance Co. | 37885 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
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| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** SEA-002736896-24 **REVISION NUMBER:** 2

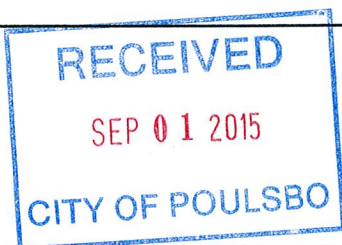
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---|-------------------------|-------------------------|---|--------------|
| A | COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | RGD500033303 | 09/01/2015 | 09/01/2016 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | RAD500033403 Auto Physical Damage - Self Insured | 09/01/2015 | 09/01/2016 | COMBINED SINGLE LIMIT (Ea accident) | \$ 2,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | RWD500032903 AOS | 09/01/2015 | 09/01/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| B | | | | RWR500033003 WI | 09/01/2015 | 09/01/2016 | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| B | XS Workers' Compensation/EL | | | RWE500033103 WA | 09/01/2015 | 09/01/2016 | Excess of 1,000,000 SIR | 1,000,000 |
| B | XS Workers' Compensation/EL | | | RWE500033203 OH | 09/01/2015 | 09/01/2016 | Excess of 1,000,000 SIR | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF POULSBO
 ATTN: CITY CLERK
 200 NE MOE STREET
 POULSBO, WA 98370-7347



CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Cheryll L. Koch

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