

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND
THURSTON COUNTY PROSECUTING ATTORNEY'S OFFICE
FOR
PROSECUTION SERVICES**

WHEREAS, RCW 39.34.010 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, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia (OLYMPIA) and the Thurston County Prosecuting Attorney's Office (TCPAO) agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to allow OLYMPIA and TCPAO to establish an exchange of prosecution services based upon conflict or need. Both parties desire to ensure quality prosecution to meet the needs of OLYMPIA and TCPAO while maintaining ethical requirements.

II. Scope of Agreement/Work

A. Responsibilities of OLYMPIA shall be as follows:

1. Subject to availability, the City of Olympia Legal Department's Prosecution Division will substitute into a case prosecuted by the TCPAO as a conflict Special Deputy Prosecutor for an individual hearing or for the entirety of the case. OLYMPIA will only do so if requested by TCPAO.

B. Responsibilities of TCPAO shall be as follows:

1. Subject to availability, the TCPAO will be available to take jurisdiction of a misdemeanor or gross misdemeanor case that would ordinarily be prosecuted by OLYMPIA. TCPAO will only do so if requested by OLYMPIA.

2. The TCPAO shall deputize the City of Olympia Legal Department's Prosecutors as Special Deputies to file and prosecute felony cases at the discretion of the City of Olympia Legal Department's Prosecutors.

III. Indemnification & Insurance

The TCPAO and the CITY OF OLYMPIA each agree to defend, indemnify and hold the other, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with each entity's respective performance of its responsibilities under the Agreement, except to the extent such injuries and damages are caused by the negligence of the other.

IV. Joint Board

This Agreement creates no Joint Board and no separate legal entity.

V. Duration of Agreement

This Agreement takes effect on the date of the last authorizing signature affixed and proper recording hereto and automatically renews unless otherwise terminated in the manner described under the termination section of this Agreement.

VI. Termination of Agreement

This Agreement may be terminated upon sixty (60) days' written notice to the other party using the method of notice provided for in this Agreement.

VII. Financing

This Agreement does not include any financial contributions or payment by either party.

VIII. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by OLYMPIA and TCPAO and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

IX. Counterparts

This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally,

(i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.

X. Posting or Recording

Prior to its entry into force, this Agreement shall be posted upon the websites of the parties or other electronically retrievable public source or filed with the Thurston County Auditor's Office or as required by RCW 39.34.040.

XI. Employment Relationship

Employees of each agency shall remain at all times under the direction and control of their original agency and the performance of work for any other agency pursuant to this Interlocal Agreement shall not change that relationship for any purpose. Neither agency shall be deemed to have agreed to pay the other agency's employees any wages or benefits afforded to its own employees. Further, each agency's responsibilities to its own employees for workplace injuries shall remain unchanged by this Interlocal Agreement.

XII. Notice/Contract Representative

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective seven days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA

Attn: Chief Prosecutor

Re: Interlocal Agreement with Thurston County Prosecuting Attorney's Office

PO Box 1967

Olympia, WA 98507-1967

Email: olyprosecutor@ci.olympia.wa.us

Phone: 360-753-8449

THURSTON COUNTY PROSECUTING ATTORNEY'S OFFICE:

Attn: Thurston County Prosecutor

Re: Interlocal Agreement with City of Olympia Legal Department's Prosecution Division

2000 Lakeridge Dr SW, Building 2

Olympia, WA 98502

Email: prosecutorsoffice@co.thurston.wa.us

Phone: 360-786-5540

XIII. Records

Each party shall maintain its own public records and shall be solely responsible for responding to records requests received about the subject matter of this interlocal. Any public records request addressed to the group as if this interlocal created a separate legal entity, shall be deemed to be a request received by each party individually. Each party shall respond separately, unless agreed to otherwise in writing and properly documented.

XIV. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be in the Superior Court of Thurston County.

XV. Effective Date

This Agreement is hereby entered into between the Parties, and it shall take effect on the date of the last authorizing signature affixed hereto:

CITY OF OLYMPIA

**THURSTON COUNTY PROSECUTING
ATTORNEY'S OFFICE**

Steven J. Burney, City Manager

Jon Tunheim

Jon Tunheim, Prosecuting Attorney

Date: _____

Date: 04/06/2022

Approved as to form:

[Signature]

Deputy City Attorney