INTERLOCAL AGREEMENT

Re: City Attorney Services

This interlocal agreement is entered into this 6th day of September, 1996 between the City of Port Angeles and the City of Sequim, both of which are non-charter, code cities of the State of Washington.

The parties agree as follows:

1. Authority. This agreement is entered into pursuant to Chapter 39.34 RCW.

2. Duration. This agreement shall be perpetual except that any of the cities that are party to this agreement may withdraw at anytime at their sole discretion.

3. Organization. This agreement does not call for or provide for any additional organization other than the cities involved.

4. Purpose and Scope. The purpose of this agreement is to provide city attorney services in addition to the services provided by the city attorney's office of each of the respective cities. Each city attorney may request the other city attorney to assist in criminal or civil matters. The city attorney who receives the request may provide the requested services if, in the opinion of the receiving city attorney, the services to his or her employer will not be adversely affected. It is intended that the services would be requested in potential conflict of interest cases and in cases where one city attorney's expertise in a particular area may be of assistance to the other city or to both cities or in situations where extra assistance is needed by the requesting city for a short period of time. This agreement is not intended to cover consultations that may occur from time-to-time between the city attorneys' offices on various issues unless such consultations evolve into more extensive services and the terms of this agreement are specifically invoked.

5. Financing. The city attorney's office agreeing to provide services to the requesting city shall keep track of the hours and costs expended. The costs shall be reimbursed within thirty (30) days of billing. The hours shall be reimbursed at the rate of $75.00 per hour. The hourly billing may be deferred at the discretion of the city providing the attorney services for a period of six months, but not beyond December 1st of each year, in order that the hourly billings may be offset by any hourly billings from the other city.

6. Method of Accomplishment of Services. The requesting city attorney shall authorize the requested city attorney to act as a "pro tem" city attorney for the requesting city in writing. The requested city attorney shall then have the full authority to act as a pro tem city attorney for the requesting city. This authority shall extend to the requested city attorney's deputy or assistant city attorneys also.

7. Retention of files. After the case or matter is completed, the pro tem attorney shall determine whether or not the file needs to be retained by the pro tem attorney in order to continue to preserve any necessary client confidentiality. In the event there is a dispute as to retention of files, this shall be resolved by a judge of the Superior Court of Clallam County.

8. Hold Harmless. The requesting city shall hold harmless and indemnify the requested city for the actions of the requested city attorney's office pursuant to this agreement.

9. City Manager Approval. Each authorization for city attorney services under this agreement shall be subject to the approval of the city managers of each city.

Date 8.6.96

Jeffrey A. Pomeranz
City Manager for City of
Port Angeles

Date 8/26/96

Tom Lawell
City Manager for
City of Sequim

Craig D. Knutson
City Attorney for City of
Port Angeles

Craig A. Ritchie
City Attorney for City of
Sequim

cityatty.agr