

**INTERLOCAL AGREEMENT
FOR
JOINT NEGOTIATION WITH WSDOT
REGARDING
THE MAINTENANCE OF SR 520 FACILITIES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the Town of Yarrow Point, the Town of Hunts Point, the City of Clyde Hill and the City of Medina, all political subdivisions of the State of Washington, collectively referred to herein as “the Cities”, to engage in and provide for the cooperative and joint negotiation of one or more maintenance agreements with the Washington State Department of Transportation (“WSDOT”) for the existing SR 520 facilities within the respective boundaries of the Cities and to define the Cities’ and WSDOT’s respective rights, obligations, costs and liabilities regarding this undertaking.

WHEREAS, the Cities share common concerns over the allocation of maintenance responsibilities for WSDOT’s SR520 facilities and share common objectives for the outcome of negotiations with WSDOT regarding written agreement(s) concerning the respective responsibilities of the Cities and of WSDOT for the long term maintenance of the SR520 facilities; and

WHEREAS, the Cities recognize the benefit of speaking as one voice in negotiations with WSDOT; and

WHEREAS, the Cities further desire to jointly share the expense of hiring a professional and skilled negotiator (“professional negotiator” to assist them in their negotiations with WSDOT.

NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the terms and conditions specified below, the Cities agree as follows:

Section 1. Purpose. The purpose of this Agreement is to memorialize the agreement between the Cities to jointly negotiate with WSDOT over the allocation of responsibilities for maintenance of the SR 520 facilities. A list of the facilities at issue in the negotiations is attached hereto as Exhibit A.

Section 2. Joint Committee. The Cities shall each appoint a representative to a Committee that shall determine the Cities’ negotiation strategies and positions to be taken in the negotiations with WSDOT. Committee decisions on strategy and positions shall be made by majority vote of the membership of the Committee. The Committee shall determine by consensus or by majority vote its internal operating procedures. No vote on the foregoing matters shall take place without prior timely notice being given to all members of the Committee enabling prior review and consultation with their respective City.

Section 3. Hiring and Financing of Professional Negotiator. The Cities agree to equally share the fees and expenses of an agreed upon law firm and attorney to serve as the professional negotiator to negotiate on behalf of the Cities with WSDOT, to the maximum total amount of Forty Thousand Dollars (\$40,000) (\$10,000 maximum for each of the Cities). Joe Sabey, Mayor of the Town of Hunts Point, is authorized to sign the Engagement Letter on behalf of the Cities following their review and approval thereof. Each of the Cities shall be entitled to review the billings of the professional negotiator as received. Each of the Cities shall promptly pay its one-quarter share unless the Committee decides to delay payment or challenge the billing. The Committee shall determine with the professional negotiator whether the billings are split equally and invoiced separately to each of the Cities or invoiced in some other manner to the Cities.

Section 4. Negotiations with WSDOT. Unless otherwise determined by majority vote of the Committee in conference with the professional negotiator, the professional negotiator shall speak for the Cities in all negotiations with WSDOT. Each of the Cities may have its representative present during negotiations, but not for the purpose of speaking on behalf of the Cities or any one of them unless authorized by majority vote of the Committee. No City shall participate in separate negotiations with WSDOT on the issue of a maintenance agreement for the SR 520 facilities being negotiated by the Committee and its professional negotiator.

The Cities believe there is a mutuality of interest in their common defense in mediation and litigation that may arise out of negotiations with WSDOT relating to the SR520 facilities. In this regard, the Cities wish to continue to pursue their separate but common interests and avoid any suggestion of waiver of privileged communications. Accordingly, it is the Cities' intention and understanding that communications among the Cities, joint interviews of prospective witnesses and other sharing of information, whether written or verbal, are confidential and protected from disclosure to any third party by the clients' attorney-client privilege, the attorneys' work product privileges, and joint defense and common interest privileges. Such communications and/or exchanges of information in connection with the undersigned Cities' common defense efforts is not intended to waive any attorney-client, work product, joint defense, or common interest privileges otherwise available. The Cities consider such mutual sharing and disclosure of matters of common concern essential to the preparation of an effective defense by the clients with respect mediation or litigation, and essential to the effective representation by counsel of their clients. These mutual disclosures and exchanges of information, therefore, are protected by the "joint defense privilege" and "common interest privilege" recognized in cases such as *Sanders v. State*, 169 Wn.2d 827, 240 P.3d 120 (2010) and *In re United Mine Workers of America*, 159 F.R.D. 307 (D.D.C. 1994).

It is also understood and agreed that all memoranda of law, debriefing memoranda, factual summaries, digests, draft pleadings and affidavits, and other written materials which would otherwise be protected from disclosure to third parties on grounds of privilege, and which are or have been exchanged among the Cities or their counsel in connection with the SR520 facilities negotiations with WSDOT will remain confidential

and protected from disclosure to any third party by the attorney-client, attorney work product, joint defense and common interest privileges. None of the documents or other information shared among the Cities and their counsel shall be disclosed to third parties and shall be used only in connection with the defense of the Cities and not for any other purpose without the prior express written consent of the Cities that provided the protected material. Nothing in this Agreement shall obligate any of the Cities or their counsel to disclose or share any information or materials that they determine should not be disclosed, nor prevent any of the Cities from imposing additional conditions under which materials or information may be shared or disclosed. Notwithstanding the foregoing, nothing in this Agreement is intended to impair or limit any other agreement between or among the Cities with respect to access to books or records.

The Cities acknowledge that disclosure of any protected material in violation of this Agreement will cause irreparable harm to the Cities for which there is no adequate remedy at law. Each of the Cities acknowledges that immediate injunctive relief is an appropriate and necessary remedy for any violation or threatened violation of this Agreement.

If any person or entity that is not a party to this Agreement requests or demands, by subpoena or otherwise, any protected material that has been provided to one of the Cities by another of the Cities, the City that has received the request shall immediately notify the supplying City. Each City shall take all reasonable steps necessary to preserve all applicable rights and privileges with respect to such protected material and shall cooperate fully with the other Cities in any proceeding relating to the disclosure of such protected materials. This Agreement shall continue in effect notwithstanding any conclusion or resolution as to any City. The Cities understand and agree that they will continue to be bound by this Agreement following any such conclusion or resolution.

Any waiver in any particular instance of the rights and limitations contained herein shall not be deemed, and is not intended to be, a general waiver of any rights or limitations contained herein and shall not operate as a waiver beyond the particular instance. All Cities will exercise their utmost good faith and diligence, and cooperate with each other, in carrying out the provisions of this Agreement.

Section 5. Duration. This Agreement when executed by all Parties shall be effective for the duration of the negotiations with WSDOT or the exhaustion of the \$40,000 maximum financial commitment, whichever event is the earliest to occur, unless earlier terminated as provided for herein.

Section 6. Early Termination or Withdrawal. This Agreement may be earlier terminated by unanimous vote of the Committee representatives at any time. However, each member city or town retains the right to unilaterally withdraw from this Agreement at any time, provided that the withdrawing city or town shall pay its one-quarter share of any legal fees and expenses incurred and invoiced under this Agreement prior to its withdrawal.

Section 7. Ownership of Property. The Committee shall acquire no assets or property.

Section 8. Waiver. Waiver by any Party of the right to strict performance of any provision of this Agreement or any breach thereof shall not constitute a waiver of any other provision or breach.

Section 9. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Cities concerning the subject matter herein and shall supersede all prior agreements, oral or otherwise. No modification or amendment of this Agreement shall be valid or effective unless evidenced by a writing signed by the participating Cities.

Section 10. Signatures. This Agreement may be signed by separate signature pages for each signor and by scanned signature attached hereto and together shall comprise one and the same Agreement.

Section 11. Filing. A copy of this Agreement shall be filed with the Office of the King County Records and Elections [and]or shall be posted on the Cities' websites in accordance with RCW 39.34.040.

IN WITNESS WHEREOF, the Cities have executed this Agreement on this 28th day of November, 2023.

CITY OF CLYDE HILL

By: _____
Marianne Klaas, Mayor

CITY OF CLYDE HILL CONTACT

Dean Rohla, City Administrator
9605 NE 24th Street
Clyde Hill, WA 98004
T: 425.453.7800
F: 425.462.1936

CITY OF MEDINA

By: _____
Stephen R. Burns, City Manager

CITY OF MEDINA CONTACT

Stephen R. Burns, City Manager
501 Evergreen Point Road, PO Box 144
Medina, WA 98039
T: 425.233.6400
F: 425.451.8197

ATTEST/AUTHENTICATED

By: _____
Dean Rohla, City Clerk
City of Clyde Hill

APPROVED AS TO FORM

By: _____
Tom Brubaker, City Attorney

ATTEST/AUTHENTICATED

By: _____
Aimee Kellerman, City Clerk
City of Medina

APPROVED AS TO FORM

By: _____
Scott Missall, City Attorney

City of Clyde Hill

TOWN OF HUNTS POINT

By: _____
Joe Sabey, Mayor

TOWN OF HUNTS POINT CONTACT

Sue Ann Spens, Clerk/Treasurer
3000 Hunts Point Road
Hunts Point, WA 98004
(425)455-1834

ATTEST/AUTHENTICATED

By: _____
Sue Ann Spens, Clerk/Treasurer
Town of Hunts Point

APPROVED AS TO FORM

By: _____
David Linehan, Town Attorney

City of Medina

TOWN OF YARROW POINT

By: _____
Katy Harris, Mayor

TOWN OF YARROW POINT CONTACT

Katy Harris, Mayor
4030 95th Ave NE
Yarrow Point, WA 98004
(425)786-6099

ATTEST/AUTHENTICATED

By: _____
_____, City Clerk
Town of Yarrow Point

APPROVED AS TO FORM

By: _____
Scott Missall_____, City Attorney