

COMMON INTEREST/JOINT AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is entered into by and between the City of Lacey, (hereinafter referred to as "Lacey"), the City of Tumwater, (hereinafter referred to as "Tumwater"), the City of Olympia, (hereinafter referred to as "Olympia"), the City of Yelm (hereinafter referred to as "Yelm"), the City of Tenino (hereinafter referred to as "Tenino"), and Thurston County (hereinafter referred to as "Thurston"). The entities are all Washington corporations, and are referred to herein collectively as "the Parties."

Section 1. Scope of Agreement.

The Parties agree to contract with each other to assist the Parties in determining the process and policies for responding to legislation passed in 2021 that affects police and fire department response.

Section 2. Exchange of Materials/Non-waiver of Privilege.

A. The Parties agree that from time to time as part of the joint discussions intended by this Agreement, they may share materials or information which may contain confidential and privileged communications that are protected from discovery by the attorney-client privilege and/or the work product doctrine (collectively, "Exchanged Materials")

B. It is the Parties' intention and understanding that such exchanging or sharing of materials or information is to be in the furtherance of the joint and common interests of the Parties. Therefore, any Exchanged Materials that are otherwise protected against disclosure by the attorney-client privilege, the work product doctrine, or any other applicable privileges and rules of confidentiality will not, by the fact of exchange between the Parties, suffer waiver of any applicable privilege, lose protection from disclosure, or be deemed to have reduced confidentiality. The Parties also understand that sharing or exchanging otherwise non-privileged or non-protected materials will not bestow any privilege, protection, or immunity from production upon such materials. Uncertainty as to the applicability of a privilege shall result in treating the material as privileged until such time as the uncertainty is resolved.

C. The Parties agree to mark all privileged Exchanged Materials with the legend "CONFIDENTIAL AND PRIVILEGED COMMUNICATION, PROVIDED OR PRODUCED PURSUANT TO JOINT CONFIDENTIALITY AGREEMENT," or other similar language; however, the failure of any Party to so mark Exchanged Materials shall not create a presumption that the materials are exchanged outside the protection of this Agreement. It shall be presumed that materials exchanged between the Parties are exchanged pursuant to this Agreement unless the contrary is explicit and in writing.

D. The Parties agree that Exchanged Materials will be disclosed only to the Parties, their counsel, specialty counsel retained for the subject of this Agreement, and employees or agents who have need of the Exchanged Materials to further the purpose of this Agreement.

Section 3. Withdrawal from Agreement.

Any party may withdraw from this Agreement at any time. Withdrawal shall be effective immediately upon receipt of written notice by the other parties.

Section 4. Changes.

Any party may request changes to this Agreement, however, no change or addition to this Agreement shall be valid or binding upon any party unless such change or addition be in writing and signed by the Parties. Such amendments shall be attached to and made part of this Agreement.

Section 5. Administration.

Each party shall be responsible for administering the terms of this Agreement. No separate legal entity is created by reason of entering into this Agreement. The Parties shall each designate a representative for purposes of contacting and/or meeting with the retained attorney.

Section 6. Attorney Fees and Costs.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party(s), in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

Section 7. Jurisdiction and Venue.

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

Section 8. Severability.

If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

Section 9. Entire Agreement.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by the Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. The Parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the Parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

Section 10. 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.

Section 11. Ratification.

Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the date set forth below.

CITY OF LACEY

CITY OF TUMWATER

By: _____
Scott Spence, City Manager

By: _____
Pete Kmet, Mayor

Date: _____

Date: _____

Approved as to form:

Approved as to form:

David Schneider, City Attorney

Karen Kirkpatrick, City Attorney

CITY OF YELM

By: _____

Date: _____

Approved as to form:

Brent Dille, City Attorney

CITY OF OLYMPIA

By: _____
Steven J. Burney, City Manager

Date: _____

Approved as to form:

Annaliese Harksen
Deputy City Attorney

CITY OF TENINO

By: _____
Wayne Fournier, Mayor

Date: _____

Approved as to form:

Richard L. Hughes, City Attorney

THURSTON COUNTY

By: _____

Date: _____

Approved as to form:

Rick Peters, Deputy Prosecutor