

Honorable Robert S. Lasnik

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

JOSEPH JEROME WILBUR, et al.,

Plaintiffs,

v.

CITY OF MOUNT VERNON, et al.,

Defendants.

Case No. C11-1100RSL

~~PROPOSED~~ PROTECTIVE ORDER

Before the court is an Unopposed Motion for Protective Order filed by the Public Defense Supervisor Eileen Farley (the "Supervisor"), by and through her counsel. In advance of filing the motion, the Supervisor conferred with the Plaintiffs Joseph Jerome Wilbur, Jeremiah Ray Moon, and Angela Marie Montegue (the "Plaintiffs"), by and through their counsel of record, the Defendants City of Mount Vernon and City of Burlington (the "Cities"), by and through their counsel of record, Mountain Law (the entity currently providing indigent defense services for the Cities),<sup>1</sup> by and through their counsel of record, and none of those parties object to the entry of this Protective Order.

<sup>1</sup> Although this Order will refer to Mountain Law, this Protective Order is intended to apply to whichever public defender entity provides indigent defense services for the Cities. To the extent that an entity other than Mountain Law provides those services, that entity will be required to be bound by this Protective Order as a condition of its contractual relationship with the Cities.

1 The court has reviewed the Unopposed Motion, the Proposed Order and any other pleadings  
2 filed in support of, or opposition to, this motion. Based on the interests of the parties and the  
3 sensitivity of the client information involved, the COURT ORDERS AS FOLLOWS:

4 1. This Order shall govern the rights, responsibilities, and obligations imposed on the  
5 Supervisor, the Cities, and Mountain Law by virtue of the Supervisor's appointment pursuant to the  
6 Memorandum of Decision (the "Decision") [Dkt. No. 325, filed 12/04/13]. The Supervisor's duties  
7 are outlined in the Order, pages 19-23.

8 2. All parties have agreed to the appointment of Eileen Farley as the Supervisor. The  
9 Supervisor will be an independent contractor and will not be an employee of either the Cities or  
10 Mountain Law. A copy of her contract with the Cities is attached hereto as Exhibit A, and its terms,  
11 requirements, conditions and obligations, are incorporated in full into this Protective Order. The  
12 Supervisor and Cities have leave to modify or negotiate different contractual terms as they deem  
13 appropriate so long as they are consistent with the Decision and this Protective Order. Of note, any  
14 renegotiations of financial terms will not need to be approved by, or submitted to, this court.

15 3. The Decision orders Mountain Law to provide certain information relating to the  
16 representation of its clients to the Supervisor. Mountain Law is ethically permitted to do so here  
17 because Washington Rule of Professional Conduct 1.6(b) allows a lawyer to reveal such  
18 information "to comply with a court order." In addition, RPC 1.6(a) allows disclosure to the  
19 Supervisor because it would be "impliedly authorized in order to carry out the representation."  
20 Since Mountain Law has contracted with the Cities to provide public defense services and since that  
21 contract requires compliance with the Decision, Mountain Law is impliedly authorized to disclose  
22 information relating to the representation of their clients to the Supervisor if such disclosure is  
23 required for the City's compliance with the Decision.

24 4. The Decision orders that the Supervisor "will be part of the attorney/client  
25 confidential relationship between Mountain law and its clients, but will not be part of the Mountain  
26 Law firm." Decision, page 19. The Supervisor is indispensable to Mountain Law's provision of

1 legal services to their clients and is therefore a necessary third party to the attorney-client  
2 relationship. Accordingly, the attorney-client privilege will protect as confidential communications  
3 by and between Mountain Law, its clients, and the Supervisor, which are made pursuant to the  
4 Supervisor's duties as outlined in the Decision. RCW 5.60.060(2); *State v. Martin*, 137 Wn.3d 774,  
5 787, 975 P.2d 1020 (1999); *Broyles v. Thurston County*, 147 Wn.App. 409, 442, 195 P.3d 985  
6 (2008).

7 5. The Supervisor is prohibited from revealing any information relating to the  
8 representation of Mountain Law's clients that she learns in the scope of her duties, except as  
9 outlined below in paragraphs 6, 7, 8, and 11. Federal Rule of Evidence 502(d) & (e); Washington  
10 Rule of Evidence 502(d) & (e). Nothing in this Proposed Order or the underlying contract shall be  
11 interpreted to permit access to client information by the Cities

12 6. In fulfilling her duties as outlined in the Decision, the Supervisor may be required to  
13 file with the court reports and analysis concerning the Cities' public defense system. To the extent  
14 the Supervisor is required to use information relating to the representation of Mountain Law's  
15 clients in preparing a report, the following apply:

16 a. The Supervisor will scrub all client information from general statistical data to  
17 eliminate any risk that a particular client will be identified (and to obviate any need to file  
18 that information under seal). If providing general statistical data is so specific that it would  
19 identify a particular client, then that information will be marked "CONFIDENTIAL" and  
20 will be filed under seal.<sup>2</sup>

21 b. If the Supervisor is be required to provide the court specific client information  
22 in order to fulfill her duties under the Decision, then that information must be marked  
23 "CONFIDENTIAL" and filed under seal.

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25 \_\_\_\_\_  
26 <sup>2</sup> For example, if there is only one jury trial in both Cities in the course of one calendar year, any information provided  
relating to that jury trial would necessarily identify the client.

1 c. To the extent the Supervisor is required to provide to the court information  
2 relating to the representation of Mountain Law's clients, the disclosure shall be no greater  
3 than she reasonably believes necessary to accomplish the purpose.

4 7. The Supervisor may desire to provide a draft of reports to the Plaintiffs, the Cities, or  
5 Mountain Law (collectively, "Interested Parties"), through their counsel, for comments and review  
6 prior to submitting a final report to the Court. For example, the Supervisor may want to solicit  
7 comments regarding whether the report contains information that should be filed under seal. If the  
8 Supervisor chooses to solicit comments before the report is submitted to the court, then each party  
9 must agree to maintain the confidentiality of the draft report. For identification purposes, the  
10 Supervisor will mark any draft report "DRAFT/CONFIDENTIAL" on the front page of the report.  
11 The Interested Parties are not obligated to review, or take possession of, the draft report. If,  
12 however, the Interested Parties agree to receive a copy of the draft report, the following apply:

13 a. Each Interested Party must agree that the draft report will be held "attorneys'  
14 eyes only." Although the attorneys will be permitted to discuss the contents of the report  
15 with the Interested Parties, the attorneys will not provide a copy of the draft report to the  
16 Interested Parties.

17 b. Each Interested Party must specifically agree not to further disseminate the  
18 contents of the draft report. The attorneys for each Interested Party also must agree to either  
19 destroy the draft or return the draft to the Supervisor once the final report is filed. Under no  
20 circumstances should the attorneys for an Interested Party retain a copy of the draft report.

21 8. The Supervisor will work with Mountain Law to develop an appropriate and  
22 meaningful system for responding to client complaints. The Supervisor will initially review all  
23 client complaints that relate to Mountain Law's representation and will monitor Mountain Law's  
24 compliance with the process.<sup>3</sup> The Supervisor will provide all data collected regarding the

25 \_\_\_\_\_  
26 <sup>3</sup> Mountain Law and the Supervisor will be afforded some leeway to determine what amounts to a "client complaint" requiring review by the Supervisor. Not every voicing of frustration between a client and a lawyer amounts to a

1 complaint process to the court in her reports consistent with paragraph 6, above. After the  
2 Supervisor has had ample opportunity to observe and monitor Mountain Law's compliance with the  
3 client complaint process, the Supervisor may make a proposal to the court in a future report  
4 regarding her continued involvement in the client complaint process, including when and under  
5 what circumstances the Supervisor will review a client complaint when the client is not satisfied  
6 with Mountain Law's response.

7 9. In performing her duties under the Decision, the Supervisor is allowed to contact the  
8 Plaintiffs, the Cities, Mountain Law, and indigent defendants being prosecuted in the Cities, without  
9 first having to contact their attorneys; provided, however, that nothing prohibits the Supervisor from  
10 first contacting a party's attorney if she chooses.<sup>4</sup>

11 10. The Supervisor's term began March 31, 2014, and will continue for a period of three  
12 (3) years unless the term is altered by the court. At the end of the Supervisor's term, the Supervisor  
13 will identify all information collected as part of her duties and submit that to the court under seal in  
14 a form most likely to allow efficient and long-term storage (e.g., CD or thumbdrive). The  
15 information must be filed under seal because it will contain information protected by Washington  
16 RPC 1.6, and separately, the attorney-client privilege, and publicly filing these records could result  
17 in great harm to the indigent clients of Mountain Law. The Supervisor will not knowingly maintain  
18 any paper or electronic documents or information, including communications between the parties,  
19 data that was gathered to provide reports to the court or other parties. The Supervisor may retain  
20 copies of reports and supporting materials which were filed with the court but not under seal. After  
21 submitting the information to the court as noted in this paragraph, the Supervisor will delete (to the

22 "complaint" and the Supervisor will assist Mountain Law to put in place procedures to determine when a complaint is a  
23 complaint about the legal representation that should be reviewed by the Supervisor.

24 <sup>4</sup> The Supervisor agrees to make best efforts to discuss the scope of her intended communications with City employees  
25 through the City Administrators (Brian Harrison and Eric Stedal, or their designees). It is, however, not possible to  
26 predict every City employee with whom the Supervisor will need to speak in order to fulfill her obligations under the  
Decision. This Order requires only best efforts to keep the Cities informed; it is specifically not a violation of this  
Protective Order if the Supervisor speaks with a City employee without first having informed one or both of the City  
Administrators of her intent to do so.

1 extent electronically possible) any electronic data in her possession relating to her duties. To the  
2 extent that any third person requests access to that material, he or she will be required to seek that  
3 information from the court.

4 11. Nothing in this Protective Order or the Decision is meant to prohibit the Supervisor or  
5 the Interested Parties from making public statements regarding the public defense system in general,  
6 including how cities and the State of Washington work with that system. The Interested Parties  
7 understand that the Supervisor may use her experience as an educational tool and that she may be  
8 asked to provide information to courts, parties, and the legislature. The Supervisor is entitled to  
9 provide general information from her experience, including observations, conclusions and  
10 inferences, but she will not disclose any specific information that would identify Mountain Law  
11 clients.

12 12. If a dispute arises by and between the Interested Parties and the Supervisor regarding  
13 her duties under the Decision or this Protective Order, the parties will make reasonable efforts to  
14 resolve the dispute informally before taking the matter the court.

15  
16 IT IS SO ORDERED.

17  
18 DATED: April 22, 2014.

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JUDGE ROBERT S. LASNIK

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Submitted by:

Dated: April 17, 2014

s/ Eileen Farley

Eileen Farley, WSBA No. 9264  
Public Defense Supervisor

s/ David J. Elkanich

David J. Elkanich, WSBA No. 35956  
Attorney for Eileen Farley  
Public Defense Supervisor

## EXHIBIT A



City of Burlington

Contract/Agreement Coversheet

CONTRACT NO. 2014 – 25 DEPARTMENT Administration

FEDERAL TAXPAYER I.D. \_\_\_\_\_

GRANTOR : Eileen Farley, City of Mount Vernon, City of Burlington

SERVICES PROVIDED Public Defense Supervision Services

AMT/FUND SOURCE \$ 120,000/year (shared with Mount Vernon)

DURATION FROM: March 31, 2014 TO March 30, 2017

Original: City of Burlington

Copies: Finance Department  
City of Mount Vernon  
Eileen Farley

## CONTRACT FOR PUBLIC DEFENSE SUPERVISION SERVICES

WHEREAS, the Cities of Burlington and Mount Vernon, Washington (hereinafter "Cities") provide public defense services pursuant to a contract with attorneys practicing as Mountain Law, PLLC ("Mountain Law"), and

WHEREAS, the Cities were parties to a lawsuit, Cause No. C11-1100 RSL, in the Federal Court, Western District of Washington, before the Honorable Robert Lasnik, who rendered a decision ("Decision"), which directs the Cities to engage the services of a public defense supervisor to monitor the activities of Mountain Law and the Cities, and defines the duties and responsibilities of the part-time position, and

WHEREAS, in consultation with and with the cooperation of representatives of the American Civil Liberties Union and Plaintiff's counsel ("Plaintiffs"), the Plaintiffs and the Cities have asked Judge Lasnik to appoint Eileen Farley to serve as the Public Defense Supervisor and to perform all the duties and responsibilities assigned pursuant to the Decision of December 4, 2013, and any subsequent orders. Such duties are detailed on pp. 19-22 of said Decision. These duties and responsibilities are incorporated by reference into this agreement as specifically as set forth herein and shall be referred to in this agreement as the "Duties and Responsibilities" of the Public Defense Supervisor ("Supervisor"), and

WHEREAS on February 25 Judge Lasnik appointed Eileen Farley as Supervisor and directed that her appointment will be effective March 31, 2014

In consideration of the mutual benefits to be derived and the promises contained herein, the Cities of Mount Vernon and Burlington, Washington municipal corporations ("Cities"), and Eileen Farley, the "Supervisor" have entered into this Agreement.

1. Scope of Services. The Supervisor is an experienced attorney with both trial experience as a public defender and experience as a supervisor of defense attorneys providing services to indigent defendants. The Supervisor has been appointed due to her experience, knowledge and skills. The Supervisor will perform all Duties and Responsibilities as set forth in the Decision in accordance with the timeframes and timelines set forth therein, as well as any future order of the Court.

It is understood by all parties that the Supervisor is an independent contractor performing duties listed in the Decision and in any future orders of the court. She is not an employee of Mountain Law or the Cities. The Supervisor will act in a neutral role and does not represent any clients of Mountain Law or other persons who are represented by appointed counsel in the Burlington and Mount Vernon Municipal Courts and accepts no duties that flow from such representation. The purpose of her appointment is to assist the Cities to develop a public defense system that provides vigorous, effective, and constitutionally adequate representation.

In performing her duties, the Supervisor will gather information including documents and other information related to the representation of indigent defendant clients in the Cities, which typically would be protected under Rule of Professional Conduct 1.6(a). The attorneys for these indigent defendant clients are permitted and required to provide such information to the Supervisor as compelled under court order and as impliedly authorized to carry out their representation. Procedures outlining how confidentiality of that information will be maintained will be contained in a protective order forwarded to the court for its approval.

The Supervisor's services will be provided beginning on March 31, 2014, and continue for a period of three (3) years unless terminated as provided herein. In addition to the services specifically referenced, the Supervisor agrees to:

1.1 **Be Proactive.** Recognizing that the Duties and Responsibilities, and in particular the reporting duties to the Court, are the primary function and duty of the Supervisor, the Supervisor agrees to timely provide oral and/or written input regarding the tasks outlined in Judge Lasnik's decision to Mountain Law and/or to the Cities as may be necessary and appropriate to improve the existing public defense system, so long as the Supervisor may do so without compromising her primary Duties and Responsibilities to the Court.

1.2 **Complaint Procedures.** The Decision at p. 20, ¶4, requires the Supervisor to establish "a process for clients to pursue a complaint if the Public Defense Supervisor fails to resolve it to the client's satisfaction" and the Supervisor will do so.

1.3 **Caseload.** In addition to the specific duties set forth in the Decision, the parties acknowledge that the Washington State Supreme Court is in the process of establishing caseload standards which will govern and may affect the provision of services under the Mountain Law contract with the Cities. To the extent appropriate and consistent with the Supervisor's primary duty to perform the Duties and Responsibilities, the Supervisor will provide input to the Cities through their designated representatives regarding compliance with such standards.

1.4 **Right-Sizing.** To the extent that the parties may do so without limiting or impairing service provision, the parties have agreed to review staffing levels on an annual basis. The Supervisor will provide her honest and forthright assessment in the process regarding the appropriate staffing levels necessary to comply with the Decision and Standards as a part of such annual review. To the extent that such assessment may involve confidential client information it will be provided in accordance with the procedure outlined in the protective order forwarded to the court for approval.

1.5 **Confidentiality.** In exercising her duties under the Decision, the Supervisor will receive confidential information from Mountain Law, which would be protected by Rule of Professional Conduct 1.6, the attorney-client privilege, and/or the work-product doctrine. Except as specified in the Decision and any subsequent order signed by Judge Lasnik, the Supervisor and the Cities agree that the Supervisor will hold this information in confidence

and will not share it with, or convey it in any form to, the Cities, their officers, agents, or employees.

As outlined in the Decision, the Supervisor will be required to report certain information to the Federal District Court. In order to preserve the confidentiality owed to the indigent defendant clients, the Decision ordered the Supervisor to "be part of the attorney/client confidential relationship between Mountain Law and its clients." The Decision specified that the Supervisor "will not be part of the Mountain Law firm," and will not be providing legal services to the defendants. The Supervisor is indispensable to Mountain Law's provision of legal services to its clients in order to ensure they receive constitutionally adequate representation. As such the Supervisor is a necessary third party part of their attorney-client relationship, who is obligated to maintain the confidentiality of that relationship. The procedures outlining confidentiality procedures will be contained in a protective order forwarded to the court for its approval. The parties acknowledge that the issue of preserving confidentiality shall be of foremost importance, and in the event of any conflict between the duties established under the contract and a potential breach of confidentiality, the Supervisor will err on the side of caution to maintain such confidentiality and will seek the guidance of the Court as she determines appropriate.

2. Compensation. In consideration and support of the services to be provided, the Cities agree to pay the following compensation. In accordance with the Decision, the services of the Supervisor are to be provided in a part-time fashion an annual average of approximately 20 hours per week, but the actual time spent shall be at the discretion of the Supervisor and be commensurate with timely completion of the tasks. Time off may be taken by the Supervisor at her sole discretion for holidays, illness or vacations so long as she performs the tasks required by the Decision. The parties understand and acknowledge that the actual requirements will fluctuate from week to week and month to month depending on the Duties and Responsibilities assigned by the Decision. In consideration thereof, the Cities shall provide the following compensation:

2.1 Compensation. The Cities shall pay the Supervisor annually the sum of One hundred Twenty Thousand Dollars (\$120,000), or Ten Thousand Dollars (\$10,000) per month for her services during the initial annual term (see Para. 3 below) and all costs associated with their provision, except as specified herein. This base compensation shall be increased for the second and third annual terms by the CPI-U for the Mount Vernon-Anacortes, Washington region for the preceding June to June. The base sum includes compensation for the Supervisor's services, and amounts for insurance, travel expense, lodging, office equipment and other overhead. In the event that the basic cost assumptions of the parties regarding the unique tasks assigned to the Supervisor prove insufficient to adequately compensate the Supervisor, she may request adjustment of this base amount on thirty (30) days notice, and the parties agree to negotiate in good faith to adjust the compensation to cover unanticipated or increased costs. The approval of the costs shall not be unreasonably withheld. By way of illustration, and not limitation, unanticipated overhead expenses for IT support, or office expenses uncovered due to the failure of the Cities to provide confidential office space acceptable to the Supervisor (See subsection 2.3) may result in adjustment of base compensation.

2.2 The parties acknowledge that certain unique challenges regarding the preservation of client confidences are raised by the Decision and the tasks assigned the Supervisor. Accordingly, on or about April 15th, the Cities will pay the Supervisor the sum of Eight Thousand Dollars (\$8,000) or the actual cost, whichever is less, to reimburse her for the reasonable cost of ethical counsel incurred in obtaining a protection order from the Court. Should other ethical issues present themselves during the term of this Agreement, the parties will negotiate in good faith to reimburse the reasonable costs of future ethical opinions.

2.3 Support to be Provided. The Cities will provide the Supervisor with office space, acceptable to the Supervisor, which provides reasonable and confidential facilities for her use.

2.4 Cost Share. The Cities shall share in the annual costs of this contract with Mt. Vernon paying sixty percent (60%) of the contract costs and Burlington forty percent (40%). This cost sharing may be adjusted by the Cities on an annual basis.

3. Term. The term of this agreement shall be from March 31, 2014, through March 30, 2017, unless sooner terminated as provided herein. When used herein, "annual term" means that period from March 31st through March 30th of the following year.

3.1 Termination of agreement. This agreement may be terminated upon petition to the Court and order by the Court.

3.2 Termination of injunction on Court Order. As provided in the Decision, should the Court determine on the application of the Cities that the case may be dismissed and the injunction terminated on a finding that "the system provides indigent criminal defendants actual representation by the assistance of counsel, such that defendants had the opportunity to assert any rights and defenses that may be available to them and appropriate adversarial testing occurs," this contract may be terminated consistent with such Court order.

4. Nondiscrimination. Neither the Supervisor nor any person acting on behalf of the Supervisor will discriminate against any person in violation of state or federal law.

5. No Indemnification. No indemnification is provided under this contract and the parties' liabilities shall be determined in accordance with the laws of the State of Washington.

6. Insurance. The Supervisor will procure and maintain for the duration of this agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the Attorney, or the agents, representatives, employees, or subcontractors of the Attorney.

6.1 Minimum Scope of Insurance. The Supervisor will obtain insurance of the types described below, naming the City as additional named insureds:



6.1.1 General Liability with a minimum limit of liability of \$2,000,000 combined single limit each occurrence bodily injury and property damage.

6.1.2 Automobile Liability covering owned and non-owned vehicles with a minimum limit of liability of \$1,000,000 combined single limit each occurrence bodily injury and property damage.

6.1.3 Professional Liability (Errors and Omissions) for attorneys with a minimum limit of liability of \$2,000,000 each claim.

6.2 Verification of Coverage. The Supervisor will furnish the Cities with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work. Policies will provide thirty (30) days written notice of cancellation to the cities. The Supervisor will provide the Cities with proof of insurance for "tail coverage" no later than December 31 of the year of termination of the Contract. The purpose of "tail coverage" is to provide insurance coverage for all claims that might arise from occurrences during the term of the Contract or extension(s) thereof, but not filed during the term of the Contract.

7. Work Performed by Supervisor. In addition to compliance with the Standards, in the performance of work under this Agreement, the Supervisor will comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to Supervisor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Personal Services. No Subcontracting. This Agreement has been entered into in consideration of the Supervisor's particular skills, qualifications, experience, and ability to perform the Duties and Responsibilities incorporated in this Agreement. Therefore, the Supervisor has personally signed this Agreement below to indicate that she is bound by its terms. This Agreement shall not be subcontracted without the express written consent of the Cities, the Plaintiff, and the Court, and refusal to subcontract may be withheld at their sole discretion. Any assignment of this Agreement by the Supervisor without the express written consent of the Cities, the Plaintiff and the Court shall be void. *Except that*, the Supervisor may consult with individuals with expertise in areas helpful to the performance of her duties, including but not limited to data collection, information technology and appropriate standards of practice.

9. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the Cities and by the Supervisor.

10. Entire Agreement; Prior Agreement Superseded. The written provisions and terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the Cities, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

11. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

**CITIES:**

Bryan Harrison, Contract Administrator  
City of Burlington  
833 South Spruce St.  
Burlington WA 98233

**SUPERVISOR:**

Eileen Farley  
1109 First Avenue, Suite 300  
Seattle WA 98101

13. Non-Waiver of Breach. The failure of the Cities or Supervisor to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

14. Resolutions of Disputes, Governing Law. Any complaint regarding any violation of the Duties and Responsibilities of the Supervisor will be first addressed to the Supervisor. If the matter cannot be resolved the parties may agree to confidential mediation in an effort to resolve the issues. If one party requests mediation the other party will have five days in which to respond to the request and the time of mediation offered by the proposing party. If matters cannot be resolved either party may move Judge Lasnik for an order directing how the issues will be resolved.

15. Confidentiality. Nothing herein shall be construed to obligate, require or permit the Cities, its officers, agents, or employees to inquire into any protected communication between the Supervisor, Mountain Law and/or any indigent defendant.

16. In the event of any litigation arising out of this Agreement, the prevailing party will be reimbursed for reasonable attorneys' fees from the other party. This Agreement will be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement will be in Thurston County Superior Court.


IN WITNESS WHEREOF, the parties have executed this Agreement on the 30<sup>th</sup>  
day of March, 2014.

CITY OF MOUNT VERNON

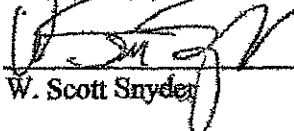
By: \_\_\_\_\_

  
Mayor Jill Boudreau

ATTEST/AUTHENTICATED:

By   
City Clerk

APPROVED AS TO FORM:  
OFFICE OF SPECIAL COUNSEL


By:   
W. Scott Snyder



CITY OF BURLINGTON

By:   
Steve Sexton, Mayor

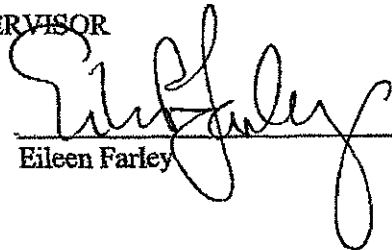
ATTEST/AUTHENTICATED:

By:   
Cynthia O. Robinson  
City Clerk

APPROVED AS TO FORM:  
OFFICE OF SPECIAL COUNSEL:

By:   
W. Scott Snyder

SUPERVISOR

By:   
Eileen Farley