

CONFIDENTIALITY AND JOINT REPRESENTATION AGREEMENT

This Confidentiality and Joint Representation Agreement (the "Agreement"), by and among the State of Nevada, Clark County, Nevada, and the City of Las Vegas Nevada (collectively referred to as the "Nevada Parties"), is entered as of the ____ day of _____, 2005, as follows:

STATEMENT OF PURPOSE

1. The Nevada Parties have had and continue to have common interests and concerns regarding the potential licensing of a national nuclear waste repository to be located at Yucca Mountain, Nevada. As a result of this community of interest, the Nevada Parties expect that they will pursue common strategies and raise overlapping issues in the licensing proceedings for the Yucca Mountain repository to be held before the United States Nuclear Regulatory Commission (the "NRC"). The Nevada Parties recognize that the joint consultation, the joint strategic planning, the sharing of information, and the coordination of legal analysis and argument, including representation by the same counsel, is in their common interests and is desirable to facilitate their most effective and efficient participation in those NRC licensing proceedings.

2. Based on the foregoing, the Nevada Parties have proposed to be jointly represented by the same counsel, Egan, Fitzpatrick, Malsch & Cynkar, PLLC, and to exchange "Yucca Licensing Materials" to facilitate effective and efficient legal representation in those NRC licensing proceedings. To

maintain the confidentiality of, and any and all privileges applicable to, all such Yucca Licensing Materials, and to enter into a joint engagement of Egan, Fitzpatrick, Malsch & Cynkar, PLLC, the Nevada Parties desire to and hereby do enter into this Agreement.

NOW, THEREFORE, the Nevada Parties, in consideration of the foregoing and the mutual promises set forth below, agree as follows:

3. For purposes of this Agreement, the term “Yucca Licensing Materials” shall include, but shall not be limited to: any and all documents; communications; correspondence; electronic mail; factual material of any kind; mental impressions; memoranda, summaries, or discussions of legal research or analysis; factual investigations; strategic or tactical considerations discussed in writing or orally; telephone discussions; oral or written statement of, or discussions or interviews with, any officer, employee, counsel, agent, or representative of any of the Nevada Parties or of any third parties; reports, memoranda, or other material prepared by, for, or relating to experts or consultants; summaries, indices, or analyses of documents, statements, reports, or testimony; information memorializing the confidences of any of the Nevada Parties or their counsel; and any other information maintained as confidential, privileged and/or proprietary by any Nevada Party and/or protected under the attorney-client privilege, the work product doctrine, and/or any other applicable privilege. The term “Yucca Licensing Materials” shall include any materials exchanged by the Nevada Parties for

purposes of their common effort in the NRC Yucca Mountain licensing proceedings, whether exchanged before or after the signing of this Agreement.

4. Yucca Licensing Materials may be exchanged between, by, and among any of the Nevada Parties, and/or any consultants or experts retained by any of the Nevada Parties in connection with the NRC Yucca Mountain licensing proceedings without waiving any applicable claim of confidentiality or privilege.

5. All the Yucca Licensing Materials exchanged between or among the Nevada Parties, and all information, documents, or materials derived from Yucca Licensing Materials shall be deemed subject to the terms of this Agreement.

6. Each of the Nevada Parties agrees that Yucca Licensing Materials shall not, without the prior written consent of the other Nevada Parties, be provided, copied, communicated, or otherwise disclosed to anyone other than the Nevada Parties, their counsel, and their experts and consultants.

7. None of the Nevada Parties shall produce Yucca Licensing Materials in response to a discovery request in any legal or administrative proceeding in any jurisdiction without the prior written consent of the other Nevada Parties except in response to an order or subpoena issued by a court or an administrative tribunal with jurisdiction over that Nevada Party. In

the case of such an order or subpoena, that Nevada Party shall immediately give notice to the other Nevada Parties so that they will be afforded an opportunity to contest production or disclosure. None of the Nevada Parties shall voluntarily surrender any Yucca Licensing Materials without first taking all reasonable steps to permit the assertion by any of the other Nevada Parties of all applicable rights and privileges with regard to the Yucca Licensing Materials at issue.

8. The sharing of any of the Yucca Licensing Materials is not intended, and shall not be deemed, to constitute a waiver of any claim of confidentiality, privilege or other protection that may be available to any of the Nevada Parties, or an acknowledgement, determination, or concession that any of such Yucca Licensing Materials are non-privileged or discoverable.

9. The Nevada Parties consider that the disclosure of matters of common concern, including the disclosure of Yucca Licensing Materials, by and among each other, is essential to the effective representation of the Nevada Parties in the NRC's Yucca Mountain licensing proceedings, and, therefore, all work performed by the Nevada Parties and their counsel, and any and all exchanges of Yucca Licensing Materials are conducted and protected pursuant to the "joint defense doctrine" and the "common interest doctrine." In entering into this Agreement, the Nevada Parties have

specifically relied on court decisions recognizing the joint defense doctrine and the common interest doctrine.

10. The Nevada Parties recognize and acknowledge that all legal fees of Egan, Fitzpatrick, Malsch & Cynkar, PLLC, incurred in furtherance of this Agreement and the representation of the Nevada Parties in the NRC's Yucca Mountain licensing proceedings will be paid by the State of Nevada, *except that* legal work specifically undertaken on behalf of Clark County, or to advance an argument or address an issue that is a concern solely of Clark County, will be separately billed to and paid by Clark County.

11. Any of the Nevada Parties withdrawing from this Agreement shall give the other Nevada Parties no less than ten days written notice of its intent to do so. Any of the Nevada Parties that withdraws from this Agreement shall return all Yucca Licensing Materials (including, without limitation, any and all copies) to the other Nevada Parties and shall continue to be bound by the confidentiality obligations of this Agreement with respect to those Yucca Licensing Materials.

12. This Agreement may not be amended or modified except by a writing signed by or on behalf of each of the Nevada Parties.

13. Inadvertent or unauthorized disclosure of Yucca Licensing Materials obtained pursuant to this Agreement shall not operate as a waiver of any claim of confidentiality and/or attorney-client privilege, the work product doctrine, or any other applicable privilege.

14. Nothing in this Agreement shall operate in derogation of the Nevada Public Records Act. If at any time the requirements of the Nevada Public Records Act are in conflict with the requirements of this Agreement, the requirements of the Nevada Public Records Act shall govern, and no act taken in compliance with the Nevada Public Records Act shall be deemed to be a violation of this Agreement.

15. The Nevada Parties acknowledge that disclosure of any of the Yucca Licensing Materials in violation of this Agreement would cause the other Nevada Parties to suffer irreparable harm for which there is no adequate legal remedy. Accordingly, each of the Nevada Parties acknowledges and agrees that immediate injunctive relief, including injunctive relief prohibiting any of the Nevada Parties to which Yucca Licensing Materials have been disclosed from using or further disclosing Yucca Licensing Materials, is an appropriate and necessary remedy for violation of this Agreement.

16. This Agreement shall continue in effect until the final resolution of any licensing of a proposed nuclear waste repository at Yucca Mountain, whether in administrative proceedings, judicial review or other court litigation, or otherwise.

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17. The signatures of the Nevada Parties evidencing their agreeing and entering into this Agreement appear below:

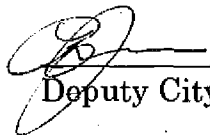
CITY OF LAS VEGAS

OSCAR B. GOODMAN, Mayor

ATTEST:

BEVERLY K. BRIDGES, City Clerk

Approved as to Form:

 1/3/08

Deputy City Attorney Date

STATE OF NEVADA

Approved as to Form:

Date

CLARK COUNTY

Approved as to Form:

Date