

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: County Counsel

SUBMITTAL DATE:
September 17, 2015

SUBJECT: Legal Services Agreement between the County and Best, Best & Krieger, LLP to assist and represent the County in litigation regarding the World Logistics Center Project and waiver of conflict of interest for Best, Best & Krieger LLP to represent the Riverside County Transportation Commission in litigation regarding the World Logistics Center Project. District 5 [\$155,000 total cost] 100% General Fund


RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve, ratify back to September 16, 2015, and authorize the Chairman of the Board to execute the attached legal services agreement between the County and Best, Best & Krieger LLP ("BBK") to assist and represent the County in all aspects of litigation regarding the City of Moreno Valley's approval of the World Logistics Center Project; and
2. Consent to the Waiver of Conflict of Interest and authorize County Counsel to sign the letter of consent for the law firm of BBK to represent the Riverside County Transportation Commission in litigation regarding the regarding the City of Moreno Valley's approval of the World Logistics Center Project.

BACKGROUND:

Summary

See Page 2.


 Gregory P. Priamos
 County Counsel

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 105,000	\$ 50,000	\$ 155,000	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	
SOURCE OF FUNDS: Legislative Admin Budget 10000-1102900000				Budget Adjustment:	
				For Fiscal Year: 15/16 – 16/17	

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.:

District: Fifth

Agenda Number:

3-37

Departmental Concurrence

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Legal Services Agreement between the County and Best, Best & Krieger, LLP to assist and represent the County in litigation regarding the World Logistics Center Project and waiver of conflict of interest for Best, Best & Krieger LLP to represent the Riverside County Transportation Commission in litigation regarding the World Logistics Center Project. District 5

DATE: September 17, 2015

PAGE: 2 of 3

BACKGROUND:

Summary (continued)

On September 15, 2015, the Board of Supervisors voted 5-0 in closed session to authorize the filing of a lawsuit against the City of Moreno Valley over the City's approval of the World Logistics Center warehouse development, but agreed to delay if the City agreed to properly address traffic issues and other environmental concerns.

The City approved the 40 million-square-foot World Logistics Center project ("Project") in August but did not adequately address traffic congestion, pollution and other problems the Project would generate. The County is particularly concerned about air quality and traffic impacts on Gilman Springs Road and State Route 60, concerns the County raised while the Project still was under review. The Project would generate an estimated 68,721 vehicle trips per day, including 14,007 trucks, that would create traffic congestion and pollution that the City did not properly mitigate at the time the City Council approved the Project.

The County reached out to City officials this week, who declined the County's offer to postpone the filing of a lawsuit if the City would agree to negotiate ways to mitigate these concerns. Given the short deadlines involved in filing lawsuits under the California Environmental Quality Act, the County must now act to file suit in order to preserve the County's claims.

Under the attached legal services agreement with BBK, with an effective date of September 16, 2015, the law firm shall provide legal counsel and services, in consultation with the Office of County Counsel, and shall represent the County in all aspects of litigation regarding the City of Moreno Valley's approval of the World Logistics Center Project, including but not limited to:

- (a) Review of the law and legal guidance in the area of environmental regulations including California Environmental Quality Act ("CEQA") compliance; and
- (b) Litigation, including negotiating possible settlement agreements with the City of Moreno Valley and the Real Party in Interest, or related services as County Counsel or the Director of the Transportation and Land Management Agency may request.

The Supervising Attorney under the legal services agreement is Michelle Ouellette, a partner at BBK. Ms. Ouellette is recognized statewide for her CEQA litigation expertise.

Additionally, on September 16, 2016, RCTC announced that it would also be filing a lawsuit against the City for the City's approval of the Project. RCTC is represented by BBK who will be representing RCTC in RCTC's separate lawsuit against the City. The request for a Conflict of Interest Waiver by BBK is prompted by Rule 3-310 of the California Rules of Professional Conduct, which provides, in pertinent part, the following:

- "(C) A member [of the Bar] shall not, without the informed written consent of each client:
- (1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or
 - (2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or
 - (3) Represent a client in a matter and at the same time in separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter."

County Counsel has reviewed the attached Waiver of Conflict of Interest letter and does not believe that the County's interests would be adversely affected or that a conflict of interest would arise with BBK's representation of County in connection with litigation against the Project while concurrently advising and

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Legal Services Agreement between the County and Best, Best & Krieger, LLP to assist and represent the County in litigation regarding the World Logistics Center Project and waiver of conflict of interest for Best, Best & Krieger LLP to represent the Riverside County Transportation Commission in litigation regarding the World Logistics Center Project. District 5
DATE: September 17, 2015
PAGE: 3 of 3

representing RCTC in separate litigation against the Project. In the event a conflict arises, BBK would need to withdraw from representing either one or both parties.

Despite the City's refusal on the County's offer to delay the lawsuit, County officials remain open to discussion with the City in order to address the unmitigated impacts.

Impact on Residents and Businesses

There is no immediate impact to residents and businesses. As stated above, the Project will have significant, unmitigated traffic and air quality impacts throughout the region.

SUPPLEMENTAL:

Additional Fiscal Information

N/A

Contract History and Price Reasonableness

Under the legal services agreement, the County shall pay the following hourly rates for services rendered: Partner \$325.00, Of Counsel \$285.00, Senior Associate \$ 285.00, Junior Associate \$230.00, Paralegal \$170.00. County Counsel has reviewed these rates and they are average to slightly below average for special counsel in the land use/planning and CEQA fields of law. There may also be additional cost savings as BBK will be representing RCTC in the filing of separate litigation against the Project and BBK may be able to minimize duplication of some efforts.

ATTACHMENTS:

- A. Legal Services Agreement**
- B. Conflict Letter from Best, Best and Krieger**

KWB: nlr

ATTACHMENT – “A”

LEGAL SERVICES AGREEMENT

This Agreement is entered into as of the date written below, and is made by and between the COUNTY OF RIVERSIDE, hereinafter "COUNTY", and Best, Best & Krieger, LLP, hereinafter "ATTORNEYS". The Parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence on September 16, 2015, and continue until the end of the County Fiscal Year 2017, or completion of the last work assignment, whichever occurs first, unless sooner terminated pursuant to Sections 4, 5 or 9 of this Agreement.

2. LEGAL SERVICES. ATTORNEY shall provide legal counsel and services. ATTORNEYS legal representation shall include representation of County in all aspects of litigation regarding the City of Moreno Valley's approval of the World Logistics Center Project, including but not limited to:

- (a) Review of the law and legal guidance in the area of environmental regulations including California Environmental Quality Act compliance; and
- (b) Litigation, including negotiating possible settlement agreements with the City of Moreno Valley and the Real Party in Interest, or related services as County Counsel or the Director of the Transportation and Land Management Agency may request.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be Michelle Ouellette. The Supervising Attorney shall have full authority to act for ATTORNEY on all matters encompassed by this Agreement and shall be fully responsible for the quality of the work produced. Support attorneys and paralegals shall be designated by the Supervising Attorney. Any changes or substitution of the Supervising Attorney must have the express written approval of COUNTY.

Upon execution of this Agreement, the Supervising Attorney shall provide to COUNTY the names of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the provision of services under this Agreement. The Supervising Attorney shall also specify the functions to be performed by each professional and shall ensure that services are performed by the level of personnel qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic or written notice to, and written consent by, COUNTY. COUNTY retains the right to approve or disapprove any and all attorney assignments.

4. PROFESSIONAL CONFLICT OF INTEREST. ATTORNEYS represent and warrant that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by ATTORNEYS, or shall have any direct or indirect financial interest in this Agreement.

Anyone who is a former employee of County at the time of execution of this Agreement or who subsequently becomes affiliated with ATTORNEYS in any capacity (employee, associate or partner) shall not: (i) participate in the services provided by ATTORNEYS to County; or (ii) become a partner, shareholder or otherwise share in the profits of ATTORNEYS for a period of one year from the date the former County employee left County employment.

It is possible that some of the ATTORNEYS' present or future clients will have disputes with COUNTY during the time that ATTORNEYS are representing the COUNTY. COUNTY and ATTORNEYS agree that should the situation arise where a new or existing client engages ATTORNEYS in any matter adverse to COUNTY, or in which COUNTY'S interest may be adversely affected, ATTORNEYS will advise COUNTY in writing. Upon receipt of such notice, COUNTY may determine that the conflict can be waived or may determine that it is in the COUNTY'S best interest to terminate the services of ATTORNEYS. Should COUNTY determine that it is best to terminate the services of ATTORNEYS, COUNTY will notify ATTORNEYS in writing of such decision. ATTORNEYS may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from COUNTY.

5. TERMINATION. Services performed under this Agreement may be terminated by COUNTY in whole or in part, at any time that COUNTY determines to be in its best interest. COUNTY shall terminate services by delivering to ATTORNEYS a written Termination Notice executed by COUNTY and specifying the extent to which services are terminated and the effective termination date.

After receiving a Termination Notice, and unless otherwise directed by COUNTY, ATTORNEYS shall: (i) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; and (ii) submit billing for all services performed to date of Termination Notice within thirty (30) days from the effective termination date.

ATTORNEY shall promptly submit a brief report advising of the status of all matters, including any unresolved matters being handled by ATTORNEYS for COUNTY. ATTORNEYS shall give COUNTY copies or originals, as appropriate of all files and attorney work product for all matters on which it has been working. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

6. COMPENSATION. COUNTY shall pay ATTORNEYS at the following hourly rates for services rendered:

Partner	\$ 325.00
Of Counsel	\$ 285.00
Senior Associate	\$ 285.00
Junior Associate	\$ 230.00
Paralegal	\$ 170.00

7. EXPENSES. COUNTY shall reimburse ATTORNEYS for their actual out-of-pocket expenses but without any additional costs for having advanced the funds or for expenses generally considered as overhead already reflected in the ATTORNEYS' hourly rate.

Reimbursable ordinary expenses shall include but not be limited to: (i) postage; (ii) courier service; (iii) title reports; (iv) in-house photocopies of documents; (iv) long distance phone calls; and (v) travel outside of Riverside County; provided however, that no single expenditure shall exceed \$500 without the prior consent of the COUNTY.

Reimbursable extraordinary expenses shall include charges for which ATTORNEYS have obtained prior approval of COUNTY, and shall include, but not be limited to: (i) retaining consultants; (ii) travel outside the County of Riverside; (iii) investigative services; and (iv) any expense item exceeding Five Hundred Dollars (\$500.00).

Non-reimbursable expenses shall include, but not be limited to: (i) staff time or overtime for performing secretarial, clerical, or word processing functions; (ii) charges for the time spent to provide necessary information for COUNTY'S audits or billing inquiries; (iii) charges for work performed which had not been authorized by COUNTY; (iv) mileage or travel expenses from the regular office of ATTORNEYS to COUNTY.

8. PAYMENT. ATTORNEY shall submit its billing statement monthly, in arrears, no later than the last day of the month following the month(s) for which services were rendered. The original billing statement(s) and one copy shall be submitted to:

Office of County Counsel
ATTN: Karin Watts-Bazan
3960 Orange Street, Suite 500
Riverside, CA 92501
(951) 955-6300

The Supervising Attorney shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) a listing of each activity as a line item in a time reporting format acceptable to COUNTY with a detailed description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others.

ATTORNEYS shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. ATTORNEYS shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and ATTORNEYS.

COUNTY shall make payment(s) for services rendered under this Agreement monthly in arrears based on itemized billing statement(s) submitted by ATTORNEYS. Payments shall be made by COUNTY within thirty (30) days of receipt of billing statements from ATTORNEYS. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

9. UNAVAILABILITY OF FUNDS. When funds are not appropriated or otherwise made available in any Fiscal Year, this Agreement shall be terminated by COUNTY upon immediate notice to ATTORNEYS. ATTORNEYS shall be reimbursed for services performed and covered under the terms of this Agreement.

10. SUPERVISION OF AGREEMENT. The COUNTY COUNSEL, or his/her designee shall have authority to act for COUNTY on all matters encompassed by this Agreement.

11. CONFIDENTIALITY. ATTORNEYS shall maintain the confidentiality of all information that it may acquire, arising out of or connected with, its provision of services under this Agreement in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. ATTORNEYS shall inform all personnel providing services hereunder of the

confidentiality provisions of this Agreement. These confidentiality obligations shall survive the termination or expiration of this Agreement.

12. COMMUNICATIONS WITH COUNTY. ATTORNEYS recognize that their relationship with COUNTY and its agents, employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this Agreement from or through COUNTY is confidential and privileged. ATTORNEYS warrant that they shall not disclose or use in any manner whatsoever any of the information from COUNTY and its officers, employees and agents in connection with said relationships or proceedings. ATTORNEYS understand that the Office of County Counsel is the empowered legal representative of COUNTY and its officers and employees and ATTORNEYS shall not without specific direction from the Office of County Counsel communicate with, advise or represent the COUNTY'S legislative body or appointive bodies.

13. LICENSES. ATTORNEY, its employees, agents, contractors and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing services under this agreement.

14. LITIGATION. The County of Riverside's Litigation Management Guidelines ("Guidelines") are attached hereto as Exhibit A and are incorporated herein by this reference and made an integral part of this Agreement. The Guidelines may be updated from time to time. ATTORNEYS agree that any superseding update shall become an integral part of this Agreement and will not change nor alter any other portion of this Agreement in anyway whatsoever.

The Guidelines contain required reporting forms to be completed and submitted to COUNTY by the ATTORNEYS on each case. The required reporting forms are listed and included herewith. The *Budget Guideline* is attached to the Guidelines as Exhibit 1; the *Case Evaluation and Plan* is attached to the Guidelines as Exhibit 2; the *Case Status Report* is attached to the Guidelines as Exhibit 3; and the *Attorney Pre-Trial Status Report* is attached to the Guidelines as Exhibit 4. The ATTORNEYS agree that these forms shall be completed properly for each assigned case and will be submitted to COUNTY on a timely basis as described in the Guidelines and when requested by COUNTY. ATTORNEYS shall submit a comprehensive Pre-Trial Status Report to COUNTY no later than sixty (60) days prior to commencement of trial, which shall contain the essential components as outlined in Exhibit 4. Additionally, ATTORNEYS shall meet with COUNTY no later than forty-five (45) days prior to trial to discuss the strengths, weaknesses and defense strategy of the case.

15. REQUIRED INSURANCE. Without limiting or diminishing ATTORNEY'S obligation to indemnify or hold COUNTY harmless, ATTORNEYS shall procure and maintain or cause to be maintained, at their sole cost and expense, the following insurance coverage during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If ATTORNEYS have employees as defined by the State of California, ATTORNEYS shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000.00 per person per accident. The policy shall be endorsed to waive subrogation in favor of COUNTY.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of ATTORNEYS performance of its obligations hereunder. Policy shall name COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then ATTORNEYS shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.

D. Professional Liability:

ATTORNEYS shall maintain Professional Liability Insurance providing coverage for ATTORNEYS' performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. If ATTORNEYS' Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and ATTORNEYS shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a date retroactive to the date of or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that ATTORNEYS have maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

E. General Insurance Provisions – All Lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for the specific insurer and only for one policy term.
- 2) ATTORNEYS must declare its insurance self-insured retention for each coverage required herein. If such self-insured retention(s) exceed \$500,000.00 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the COUNTY, at the election of the County's Risk Manager, ATTORNEYS' carriers shall either 1) reduce or eliminate such self-insured retentions with respect to this Agreement with

COUNTY or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

- 3) ATTORNEYS shall cause their insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of insurance and certified copies of endorsements effecting coverage as required herein and, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice be given to COUNTY prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *ATTORNEYS shall not commence operations until COUNTY has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*
- 4) It is understood and agreed by the parties hereto and ATTORNEYS' insurance shall be construed as primary insurance and COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- 5) If during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the ATTORNEYS has become inadequate.
- 6) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 7) The ATTORNEYS shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) ATTORNEYS agree to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

16. INDEMNIFICATION. ATTORNEYS shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any services of ATTORNEYS, its officers employees, subcontractors, agents or representatives, arising out of or in any way relating to this Agreement, including but not limited to, property damage, bodily injury, or death, or any other element of any kind or nature whatsoever arising from the performance of ATTORNEYS, its officers, employees, subcontractors, agents or representatives. ATTORNEYS shall defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such services and performance.

With respect to any action or claim subject to indemnification herein by ATTORNEYS, ATTORNEYS shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes ATTORNEYS' indemnification to Indemnitees as set forth herein.

ATTORNEYS' obligation hereunder shall be satisfied when ATTORNEYS has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe ATTORNEYS' obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

17. NOTICES. Any and all notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to the COUNTY or ATTORNEYS at the following addresses below, or at any other address COUNTY or ATTORNEYS shall provide in writing to each other:

IF TO COUNTY:
Office of County Counsel
Attn: Karin Watts-Bazan
3960 Orange Street, Suite 500
Riverside, CA 92501

IF TO ATTORNEY:
Best, Best & Krieger, LLP
Attn: Michelle Ouellette
3390 University Avenue, 5th Floor
Riverside, CA 92501

18. ASSIGNMENT. No part of this Agreement or any right or obligation arising from it is assignable without the written consent of COUNTY. Any attempt by ATTORNEYS to assign or subcontract services relating to this Agreement without the consent of COUNTY shall constitute a material breach of this Agreement. However, ATTORNEYS may retain consultants and experts as ATTORNEYS deem appropriate after receiving the written approval of COUNTY.

19. NON-DISCRIMINATION. In the performance of the terms of this Agreement, ATTORNEYS shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion,

physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

20. COMPLETE AGREEMENT. This Agreement shall constitute the complete and exclusive statement of understanding between COUNTY and ATTORNEY which supercedes all previous written or oral agreements, and all prior communications between COUNTY and ATTORNEYS relating to the subject matter of this Agreement.

COUNTY OF RIVERSIDE

Dated: _____

By: _____
Chairman, Board of Supervisors

ATTORNEYS
BEST, BEST & KRIEGER, LLP

Dated: _____

By: _____

ATTACHMENTS:

Exhibit A: Litigation Management Guidelines

FORM APPROVED COUNTY COUNSEL
BY: Karin L. Watts-Bazan DATE: 9/18/15
KARIN L. WATTS-BAZAN DATE

County of Riverside

Litigation Management Guidelines

Thorough, early investigation and rigorous development of the legal issues will identify the strengths and weaknesses of a case and allow us to develop a negotiating or trial strategy properly reflective of the case's value. It is always appropriate for counsel to provide us with settlement or trial recommendations.

I. LITIGATION COUNSEL

A. Selection. Litigation counsel for each case shall be selected by the Office of County Counsel in conjunction with the individual county department involved. The selection shall be based on the nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors.

B. Terms. Upon appointment in any litigation, counsel shall provide the following to the County:

The names of other professionals (partners, associates, law clerks, paralegals, etc.) who will assist in the defense of the case. The functions to be performed by each professional shall also be provided. We request no junior attorney be assigned our files. A junior attorney may be utilized for research, minor discovery and court appearances with the senior attorney being fully responsible for the quality of the work product. The County retains the right to approve or disapprove of any and all attorney assignments.

II. CASE ANALYSIS, STRATEGY AND BUDGET

A. Development of an effective and strategically sound legal approach is the responsibility of counsel and includes the following:

1. Identifying and developing all liability issues.
2. Bringing viable third-party actions and/or cross actions against co-defendants.
3. Developing the defense of contributory or comparative negligence.
4. Raising causation issues to ascertain whether there is a nexus between the County's alleged act(s) and the actual damages sustained.
5. Critically analyzing the basis for all claims alleged or damages claimed.

B. Within thirty (30) days following receipt of a case, counsel shall prepare and send to County Counsel, a Case Evaluation Plan (see Exhibit 2) and as follows:

1. Analysis. (a comprehensive written analysis of the case). This analysis shall provide an initial evaluation of the case, including a brief synopsis of the facts of the case, damages and exposures in the case, and identification of the strengths and weaknesses of the case. Counsel shall also provide an initial impression of liability and identify the pertinent statutes and/or case law that may affect the outcome of the litigation.

2. Investigation. We require investigations be done timely. This includes but is not limited to:

- a. Identification of and taking statements of witnesses.
- b. Production of documents.
- c. Purchase order/contracts/lease agreements.
- d. Internal statements, memos, and correspondence
- e. Inspections, etc.
- f. Blue prints, if applicable.

Counsel shall identify any additional information or documentation that is needed to disprove the plaintiff's claims or to establish defenses in the action. Where it is believed further investigation is necessary, please discuss this with County prior to it being initiated.

3. Strategy. Counsel shall define the strategy to be used in each lawsuit, including, but not limited to:

- a. The anticipated course of action to be taken and prospect for success (i.e. motion to dismiss, motion for summary judgment, negotiated settlement, trial, etc.).
- b. The facts or elements which must be proved or disproved and the discovery necessary to establish these defenses or proof.
- c. The timing of the discovery, filing of motions, negotiations or other objectives.
- d. A description of how the work will be distributed among those who will be working on the case.
- e. The tactics to be used in handling the case and the advantages to be gained by use of these tactics.
- f. When appropriate, bifurcation of liability from damages' issues should be considered.

C. Budget. Defense counsel will also provide an estimate of the anticipated cost of each significant aspect of the litigation, pursuant to the attached Budget Guidelines Exhibit 1. These guidelines may change from time to time and you should always familiarize yourself with all changes.

III. COMMUNICATION

- A. Correspondence and pleadings. Copies of all pertinent correspondence, investigations, and summaries of depositions, interrogatories and pertinent pleadings shall be promptly provided by defense counsel to County Council. Defense counsel will promptly respond to all letters or phone calls and will keep County Council fully advised of the progress in each case.
- B. Depositions and hearings. We require timely notification of all scheduled depositions, deposition preparations, mediations, MSC, VSC, arbitrations, trials, etc. We consider timely notification to be not less than 2 weeks in advance with 3-4 weeks advanced notice being preferable. Notice of all hearings shall be sent by defense counsel to County Council. It is required that within 10 days of any County employee's deposition being taken, defense counsel will meet with the county employee for the purpose of preparing the employee for their depositions and for trials in which they will serve as witnesses and/or experts. There are to be no telephone preparations (See VII Trials and Reports).

- C. Evaluations. We request evaluations as to liability and settlement value issues as early in the case as possible. Upon request, and at such other times as deemed necessary, defense counsel shall provide written or oral evaluations of the litigation. These evaluations shall disclose any weaknesses or strengths that have been discovered, any changes in applicable statutes or case law, any increase or decrease in anticipated costs, and (if possible) the potential liability and settlement value of the case. These evaluations should be as straight-forward and as objective as possible to allow County Counsel to meaningfully analyze the case and to determine the course of action to be taken.
- D. Any demand, settlement, or judgment that includes or requests a "non-monetary" remedy from the court will be immediately communicated to County Counsel. Non-monetary remedies can include, but is not limited to, injunctions (mandatory or prohibitory), remedies with policy implications, including labor relations, and/or any other non-monetary remedies. Such communication will include a request for either approval or rejection of the proposed remedy.
- E. Insofar as the non-monetary remedies may require approval of the Board of Supervisors, litigation counsel shall communicate to County Counsel the nature and effect of the proposed remedy for determination by County Counsel as to any Board involvement.

IV. UPDATES

It is the responsibility of counsel to update any item of information contained in the initial status report, including judgments and opinions of counsel, promptly when a change occurs. All updates shall also be concise. If six months elapse since the initial report or the last previous update and no changes have occurred, counsel shall advise County Counsel of that fact in a written update. Consequently, no six-month period shall expire without written communication from litigation counsel to County Counsel.

V. SETTLEMENT AUTHORITY

Litigation counsel shall not settle any lawsuit or make a settlement offer in any amount or make any representation as to settlement possibilities without prior authorization of the County Counsel and/or Board of Supervisors approval when necessary.

VI. LEGAL BILLINGS

- A. All bills for legal services and costs shall be submitted at least quarterly. Fees and costs shall be billed at the rates previously agreed upon. All bills shall state with particularity the legal work performed, the hours expended to perform the work and the costs incurred. Attorneys submitting the bills for payment are responsible for the content of the bills and will work with the County to resolve problems or answer questions.

Legal fees will not be paid unless submitted in the following format:

1. Each legal activity will be dated and itemized (multiple daily descriptive explanations of activities with a single time entry is not acceptable).
2. We require all billings be itemized to indicate the following:
 - a. The attorney doing the work.

- b. Hours spent for each specific task.
- c. Hourly rate.
- d. Work being done by paralegals or law clerks should be identified.

Please advise if research time and/or overtime is billed and how it is indicated on the billing.

- 3. The amount of time to complete the task must be broken down into tenths of hours. Block time billing is not acceptable; therefore, not reimbursable.
- 4. The rates charged by each attorney working on the case must be summarized with the amount of hours to depict a cost per attorney.
- 5. Where expenses have been incurred for others, such as copy service, court reporters, experts, etc, please submit bills directly to County Counsel after approving them for payment. If you inadvertently paid a bill, please submit the itemized invoice you have paid along with your billing requesting reimbursement.
- 6. We understand the need to pay for unusual expenses incurred by you on behalf of Riverside County, however, we should not be asked to pay for ordinary overhead expenses, which we believe includes:
 - a. Ordinary postage.
 - b. Local telephone calls and faxes.
 - c. Ordinary word processing.
 - d. Time to prepare and review billings.
 - e. Local travel (30 miles or less, round trip.)
 - f. Meals when involved in local (in-town) cases.
- 7. If overpayments are/have been made by the County, the attorney firm must remit a reimbursement payment to the County of Riverside, within 30 days. No credit balances will be acceptable.

B. We will gladly pay for unusual charges which we believe include:

- 1. Long distance telephone calls - these should be itemized whenever possible.
- 2. Express mail when deemed necessary.
- 3. Long distance fax charges.
- 4. Photocopy charges - must include itemization, showing the number of pages and the cost per page which must not be excessive nor above industry standards. Where expense has been extensive, we would appreciate an explanation.
- 5. Travel time - if you are required to fly to another destination, reimbursable time begins at the airport you are departing from and ends at the arriving destination airport. Other out of town travel is reimbursable from your office location to your destination utilizing the most direct or quickest route.

6. Out of town travel – you must obtain prior authorization for any out of town travel. We ask that you do not fly first class or business class nor stay in a hotel whose rates are expensive or above the average daily rate of \$159.00, or \$239.00 in high cost cities such as San Francisco, New York, Washington D.C., etc (averages may vary by locale). We do not reimburse alcoholic beverage consumption. Food consumption should be reasonable and not excessive. Meals must be itemized as to food, beverages and tips. Itemization of all travel expenses by each person incurring those expenses must be made. This includes airfare, hotel, food, ground travel and any other major costs. Arrangements must be made to use a local court reporter or any other local service you believe is necessary as we will not authorize travel expenses for these services. Car rentals should be compact to mid-size vehicles and not in the luxury class.

C. Use of Appropriate Personnel

Within a law firm, research and minor discovery work should be performed by the lowest level of personnel (e.g. junior attorneys, paralegals) capable of performing a given task. Responsibility for the quality of the work product remains with the assigned trial attorney.

D. Multiple Attorney Conferences/Attendance

1. We will not pay for attendance by more than one representative of a law firm at meetings, court appearances, conferences, etc. without our prior approval.
2. Attorney office conference time must be itemized and is subject to review and may be disallowed.

E. Research

1. We will not pay for extensive research of relatively routine matters which should otherwise be within the knowledge of experienced practitioners.
2. We will only pay for review and revision of prior research; we will not pay each time as if previous research was conducted de novo.

F. Copy Service

We prefer to use one copy service wherever possible so that we can participate in volume discounts. We may establish and provide a panel of copy service vendors for your reference. Until you receive this panel, please continue using your current copy service making the effort to negotiate volume discounts. We want to utilize one court reporter whenever possible for the same reason - volume discount. Please provide us names and telephone numbers of court reporters you use by area (i.e., Riverside, Indio, Blythe, etc).

G. Audit

Attorneys shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Attorneys shall make such documentation available to auditors upon request and

at such reasonable times and locations as may be agreed to between County and Attorneys.

The County of Riverside retains the right to have legal billings audited.

VII. TRIALS AND REPORTING

- A. Within ten (10) to thirty (30) days prior to trial, defense counsel will meet with County employees who will be called as witnesses.
- B. Within thirty (30) days of the conclusion of all trials, a brief summary trial report should be directed to the County Counsel outlining the trial results.

VIII. FINAL REPORTS

- A. At the conclusion of the case, a short summary report should be directed to the County Counsel. Original closing papers and the final billing should be attached.
- B. Within ninety (90) days following the termination of each lawsuit, the County Counsel will review the file to determine compliance with the County's guidelines and the strategy and budget developed by defense counsel for the case. If appropriate, a meeting will be arranged to discuss perceived problems and/or ways to improve handling of the County's cases.

IX. Electronic Communication/Data Storage/Presentation

- A. The County of Riverside strongly suggests all attorneys handling County files have the ability to communicate individually via electronic mail (E-Mail).
- B. The County of Riverside Superior Courts has equipment that is available for presenting evidence electronically (photo's, text, animation, etc.) via the use of an Elmo and a computer. The Courts also have a large screen which is used to project the electronic evidence and information onto so that all jurors can easily view the evidence presented. The County of Riverside believes that jurors will retain 80%-90% of what they hear if they see it simultaneously. In addition, the management and storage of data on CD-ROM is beneficial to the success of the presentations of most of our cases. Therefore, the County of Riverside strongly suggests all attorneys handling cases on behalf of the County become proficient in managing and presenting cases via electronic medium.

X. Miscellaneous

There may be additional reporting requirements required by County Counsel. You will be notified in writing of any additional requirements which we deem necessary.

The foregoing is not meant to be burdensome - it is meant to control and manage our costs as well as to be knowledgeable and involved with each of our cases.

County of Riverside Budget Guidelines

Case Name:		Date of this Evaluation:	
Attorney(s):		Case No.:	
Type of Litigation Expense	Attorney Hours	Actuals To Date	Anticipated Projected Expenses
Case Assessment, Development and Administration			
Facts Investigation/Development			
Analysis/Strategy			
Experts/Consultants			
Document/File Management			
Budgeting			
Settlement			
Other Case Activity			
Total Hours and Expenses	0	\$0.00	\$0.00
Pre-Trial Pleadings and Motions			
Pleadings			
Preliminary Injunctions/Provisional Remedies			
Court Mandated Conferences			
Dispositive Motions			
Other Written Motions and Submissions			
Class Action Certification and Notice			
Total Hours and Expenses	0	\$0.00	\$0.00
Discovery			
Written Discovery			
Document Production			
Depositions			
Expert Discovery			
Discovery Motions			
Other Discovery			
Total Hours and Expenses	0	\$0.00	\$0.00
Trial Preparation and Trial			
Fact Witnesses			
Expert Witnesses			
Written Motions and Submissions			
Other Trial Preparation			
Trial and Hearing Attendance			
Post-Trial Motions and Submissions			
Enforcement			
Total Hours and Expenses	0	\$0.00	\$0.00
Appeal			
Appellate Motions and Submissions			
Appellate Briefs			
Oral Argument			
Total Hours and Expenses	0	\$0.00	\$0.00

Expenses (Itemize)			
Copying, Printing, Facsimile			
Messenger, Postage			
Travel, Meals, Telephone			
Subpoena Fees, Witness Fees			
Online Research			
Total Hours and Expenses	0	\$0.00	\$0.00
Grand Total	0	\$0.00	\$0.00

INITIAL CASE EVALUATION AND PLAN GUIDELINE

To be completed by Firm's Supervising Attorney

9. MONETARY EVALUATION OF CASE:

Potential Liability/Exposure: \$
Verdict Range: \$
Settlement Value: \$

10. RECOMMENDED CASE STRATEGY:

11. STAFFING/HOURLY RATE (list names, titles, hourly rate, and estimated number of hours for each partner, associate and/or paralegal).

12. CONSULTANT AND/OR EXPERT WITNESS (list names, specialty, hourly rate, and estimated number of hours for each consultant and/or expert).

13. INITIAL COST ESTIMATE (projected budget, including attorney fees and expenses for handling each case to/through each of the stages as provided in the Exhibit 1 for our (estimated) Budget Guidelines. Trial costs **should not** be included until MSC and/or Trial date has been set. Please base your best estimate on past experience with similar case(s).

14. Estimated final disposition date.

Approved by: _____
(Firm's Supervising Attorney)

Date: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CASE STATUS REPORT GUIDELINE

To be completed by Firm's Supervising Attorney

- 1. FIRM NAME:
- CASE NAME:
- COURT CASE #:
- COUNTY FILE #:
- INCIDENT DATE:
- CLAIM DATE:
- COMPLAINT FILED DATE:
- 2. STATUS OF DISCOVERY (since last status report). List depositions taken.
- 3. INTERROGATORIES SENT/RECEIVED (list names):
- 4. REQUESTS FOR MEDICAL EXAMS:
- 5. STATUS OF EXPERT WITNESS/CONSULTANT INVESTIGATIONS:
- 6. RESULTS OF MOTIONS (describe all Motions and indicate outcome):
- 7. SIGNIFICANT DEVELOPMENTS WHICH MAY INCREASE OR DECREASE COUNTY'S EXPOSURE/LIABILITY:
- 8. RECOMMENDED CASE STRATEGY (state clearly changes from previously agreed to strategy):
- 9. SIGNIFICANT EVENTS:
 Trail Setting Conference Date:
 Arbitration Date:
 Voluntary Settlement Conference Date:
 Mandatory Settlement Conference Date:
 Department
 Jury _____ Non-Jury _____ (check one)
- 10. Please update Attachment C - Cost Estimates and Budget Guidelines.

Approved by: _____ Date: _____
(Firm's Supervising Attorney)

ATTORNEY PRE-TRIAL STATUS REPORT GUIDELINE

TO:

CASE NAME:

FROM:

COUNTY FILE NO.:

DATE:

EXPECTED TRIAL DATE:

VENUE:

I. DEFENDANT

- A. Effectiveness of each anticipated witness; rate (from excellent to poor) his/her demeanor, general credibility, memory and particular tendencies as a witness.
- B. Other Insurance Coverage - type of policy, policy number and/or claim number, carrier name, address and phone number, claims person, type of other insurance clause (excess, escape or proratal), limits, deductible, known coverage defenses and/or reservation of rights (attach copy if available).

II. PLAINTIFF

- A. Name, address, age, marital status and occupation. If plaintiff is a business, provide a description.
- B. Dependents, if any; their names, ages, and relationships.
- C. Effectiveness as a witness - rate (from excellent to poor) his/her demeanor, general credibility, memory and particular tendencies as a witness.
- D. Name of plaintiff attorney and his/her ability. You may also want to include any comments as to his/her success on high profile or high value cases. High values cases would be those above \$750,000.00.

III. SUMMARY OF FACTS WHICH ENGENDERED THIS CLAIM

IV. CO-DEFENDANTS AND/OR THIRD PARTY DEFENDANTS

- A. Identity of parties.
- B. Respective attorneys - Names, business address, telephone numbers.
- C. Factual and legal basis for plaintiff's/cross-complainant's claims against other parties.
- D. Brief summary of probable exposure.
- E. Other Insurance Coverage - type of policy, policy number, claim number, carrier name, address and phone number, name of claims person, type of other insurance clause (excess, escape, etc), limits, deductible, known coverage defenses and/or reservation of rights (attach copy if available).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

V. WITNESSES

- A. Name, address, age and occupation.
- B. Event they perceived. C. Effectiveness as a witness - rate (from excellent to poor) his/her demeanor, general credibility, memory and particular tendencies as a witness.

VI. ANALYSIS OF CLAIM: LIABILITY AND DAMAGES

- A. Plaintiff's theories.
- B. Defense theories.
- C. Co-defendants and/or third-party defendant theories.
- D. Strengths and weaknesses of subsections A, B, and C above.
- E. Chance of defense verdict for County, co-defendant and/or third party defendant (discuss each separately).
- F. If the County, co-defendant and/or third-party defendant settle, the probability of success of the non-settling defendant(s) in obtaining indemnity against the settling defendant (discuss each separately).
- G. Causation issues, i.e., was the County's alleged negligence a cause in fact of the damages claimed.
- H. Probable damages (compensatory) if case is lost.
- I. Punitive damage exposure? Will Plaintiff's attorney's fees be recoverable?
- J. Probability of contributory negligence finding (i.e., defense verdict) or probable percentage of comparative negligence (i.e., plaintiff's percentage of fault).
- K. Probable apportionment of fault among defendants (assign percentages).
- L. Net exposure (state a dollar amount) to County after all apportionment and based on probable damages.
- M. Settlement value and basis for evaluation.
- N. Should case be tried? Explain risks.
- O. Brief summary of probable outcome as to both liability and damage issues, indicating whether you consider this a case of liability and why.

VII. SETTLEMENT DISCUSSIONS

- A. What is the demand?
 - (a) Original amount and date.
 - (b) Present amount and date.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

B. What, if anything, has the County offered? If a definite offer has not been made, but an indicator or range has been discussed, so state, listing each indicator or range figure discussed.

C. What, in your opinion, can the case be settled for at this time?

D. Do you recommend that we settle? Why?

VIII. FUTURE HANDLING

A. In your opinion, is the investigation of this case complete?

B. If not complete, what further investigation do you suggest and what would it cost?

C. What further discovery is needed; what would it cost to conclude the discovery and when do you expect discovery to be completed?

D. Experts - explain need, their field, the number, probable testimony, cost of each, and whether plaintiff has experts (if so, who and how effective is he/she?).

IX. LEGAL EXPENSES

A. What are the total legal expenses to date?

B. If the is case is tried, what would be the approximate cost of defense through trial excluding IX.A. above (include the expense described in VIII.D.)?

ATTACHMENT – “B”



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Indian Wells
(760) 568-2611

Irvine
(949) 263-2600

Los Angeles
(213) 617-8100

Ontario
(909) 989-8584

3390 University Avenue, 5th Floor, P.O. Box 1028, Riverside, CA 92502
Phone: (951) 686-1450 | Fax: (951) 686-3083 | www.bbklaw.com

Sacramento
(916) 325-4000

San Diego
(619) 525-1300

Walnut Creek
(925) 977-3300

Washington, DC
(202) 785-0600

Michelle Ouellette
(951) 826-8373
michelle.ouellette@bbklaw.com
File No. 09957 00000

September 18, 2015

Greg Priamos, County Counsel
County of Riverside
3690 Orange Street, Suite 500
Riverside, CA 92501

Re: Conflict Waiver – County of Riverside v. City of Moreno Valley, et al./World Logistics Center Project

Dear Mr. Priamos:

As you know, we currently represent the County of Riverside in various matters. You have asked us to file a lawsuit on behalf of the County to challenge the City of Moreno Valley's approvals issued for the World Logistics Center project. We have been approached by Riverside County Transportation Commission (RCTC) and asked to also represent RCTC in a lawsuit challenging the World Logistics Center Project. Accordingly, I have to inform you about my firm's representation of our other potential client, Riverside County Transportation Commission, and discuss with you the potential impact of our representation, and obtain your informed written consent.

RULES OF PROFESSIONAL CONDUCT

Rule 3-310 of the California Rules of Professional Conduct provides in pertinent part:

- (C) A member [of the Bar] shall not, without the informed written consent of each client:
- (1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or
 - (2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or
 - (3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Greg Priamos, County Counsel
September 18, 2015
Page 2

- (D) A member who represents two or more clients shall not enter into an aggregate settlement of the claims of or against the clients without the informed written consent of each client.

OUR REPRESENTATION

In this matter, we will represent the County of Riverside against the City of Moreno Valley challenging its approval of the World Logistics Center Project under CEQA. RCTC has asked us to file a similar lawsuit for RCTC under CEQA against the City of Moreno Valley concerning the same project. Even though we will be representing the County and RCTC at the same time in similar lawsuits against Moreno Valley, we will treat each of those lawsuits as a separate matter. The County's decisions about strategy, tactics, settlement or other matters may or may not be the same as RCTC's decisions about those same topics. We will bill each client separately for our work on each client's lawsuit.

ADVERSE CONSEQUENCES

We are obliged to inform you of any actual or reasonably foreseeable adverse effects of this representation. It is possible that:

- We may be tempted to favor the interests of RCTC over the County if given the opportunity due to the simultaneous lawsuits.
- Our exercise of independent judgment to the County may be impaired or clouded by our relationship RCTC.
- We may not be able to present the appropriate position, claims or defenses for the County in order to avoid taking adverse positions to RCTC.
- We may be restricted from forcefully advocating the County's position for fear of alienating RCTC.
- We may impair the position, claims or defenses of the County because of an adverse position we take for RCTC and the fact that we represent both simultaneously on the same project.
- We may be forced to withdraw from representing one or all clients because of disputes or further conflicts of interest which could increase either or all clients' attorney's fees and costs.
- There may be an appearance of impropriety in our representation of multiple clients simultaneously.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Greg Priamos, County Counsel
September 18, 2015
Page 3

YOUR CONSENT

If you wish to allow us to represent RCTC and the County simultaneously in the their lawsuits against Moreno Valley, we need you to sign this consent letter. It is understood that this consent will not waive any protection that you may have with regard to attorney-client communications with us in this matter. Those communications will remain confidential and will not be disclosed to any third party without your consent.

I believe that you are familiar with the factual background in this matter, and I have given you a sufficiently-detailed description for obtaining informed written consent. However, if you believe that there is any other information that you or I need to have before such consent can be granted, please let me know.

In the event that circumstances change or we become aware of new information that requires a new consent from the parties, you will be notified of that fact immediately, and continued representation will be subject to the informed written consent of involved parties.

I should emphasize that you are entitled to and should consider obtaining an independent legal opinion regarding the advisability of signing this consent form.

Your execution of this consent form will constitute an acknowledgment of full disclosure in compliance with the requirements of Section 3-310 of the California Rules of Professional Conduct previously quoted in this letter.

A copy of this letter is enclosed for your files. If you have any questions, please do not hesitate to call.

Sincerely,

BEST BEST & KRIEGER LLP

By: Michelle Ouellette /csh
Michelle Ouellette

AGREED AND ACCEPTED:

By: _____

Dated: _____