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March 1, 2022

VIA EMAIL

Marcus Fuller
City Manager
City of Rialto
150 South Palm Avenue
Rialto, CA 92376

Re: Advance Conflict Waiver

Dear Mr. Fuller:

Thank you for retaining Cox, Castle & Nicholson LLP (the “Firm”) to represent the City of Rialto (the “City”) in connection with environmental matters (the “Representation”). This letter will address the Firm’s representation of the City as a client given the Firm’s past, current, and future representation of property owners, developers, lenders and other parties (collectively, “Other Clients”) in matters in which the City may be an adverse party, specifically including land use and permitting matters before the City (collectively, the “Adverse Matters”). For example, the Firm currently represents Birtcher Development, LLC and/or its affiliates in connection with a Right of Way Dedication and Improvements Agreement with the City with respect to property located on Willow Avenue in Rialto, CA, and may in the future represent Other Clients in similar Adverse Matters. The purpose of this letter is to obtain the City’s assurance that the Firm’s representation of the City will not interfere with the Firm’s work for any Other Clients on real estate matters, which work forms a large part of the Firm’s practice, and to obtain the City’s informed written consent and waiver of those potential conflicts with respect to the Adverse Matters.

There are two primary issues for the City to consider in deciding whether to provide the consent the Firm is requesting. First, the Firm will owe the City a duty of loyalty on the Representation and any other matters in which the City is represented by the Firm. Accordingly, with respect to our work for the City, the Firm’s loyalty will be to the City and the Firm will be working solely to advance the interests of the City. However, it is important for the City to understand that the Firm’s loyalty will be to the Other Clients in the Adverse Matters and that the Firm will be working solely to advance the interests of the Other Clients in the Adverse Matters, even where the Other Clients’ interests are opposed to the City’s interests.

Second, the City could be concerned about the protection of its confidential information disclosed to the Firm. We take our duty of confidentiality to our clients very seriously. The Firm will not knowingly disclose the City’s confidential information to any other client,

including Other Clients, even if that information might be requested or of interest or value to Other Clients. In turn, the City acknowledges that the Firm cannot and will not knowingly disclose the confidential information of any Other Clients to the City.

In the event of litigation between the City and any Other Clients, the Firm will not represent any party in connection with such litigation.

Finally, the City acknowledges that the Firm is relying on the City's advance waiver to provide assurance that it will be able to continue its relationships with the Other Clients. It would therefore cause undue prejudice to the Firm should the City later attempt to challenge, disavow, or revoke this consent. Therefore, by signing below, the City agrees that if it later desires to challenge, object to, revoke or discontinue this advance waiver, its sole remedy will be to cause the Firm to cease representing the City, and that the Firm will thereafter continue to be free to represent the Other Clients in the Adverse Matters. The City further agrees that it does not need to be told about our representation of Other Clients in matters adverse to the City in advance of such representation.

Please forgive the relative length and formality of this letter. However, we want to be certain that the City is fully informed about these important issues and that the City is comfortable proceeding with our representation of the City on the terms set forth in this letter.

Once you have had an opportunity to review this letter and consult with independent counsel regarding the contents of this letter, kindly have the person at the City authorized to consent to the foregoing terms sign and date this letter where indicated below and return the signed copy to me via e-mail.

We look forward to working with you and appreciate your willingness to retain our firm and to consider granting the conflict waivers described above. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Cox, Castle & Nicholson LLP

Peter H. Weiner

Marcus Fuller
March 1, 2022
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The contents of this letter have been read and understood and consent is hereby given to the Firm to represent the City of Rialto on the terms set forth in this letter.

CITY OF RIALTO

Dated: March ____, 2022

By: _____

Name: _____

Title: _____

Attest:

Barbara McGee, City Clerk

Approved as to Form:

Burke, Williams & Sorensen, LLP

Eric S. Vail, City Attorney