

**JOINT NONDISCLOSURE, INDEMNITY AND  
LITIGATION DEFENSE AGREEMENT BY AND  
BETWEEN THE CITY OF DESERT HOT SPRINGS,  
CALIFORNIA, THE CITY COUNCIL OF THE CITY  
OF DESERT HOT SPRINGS, AND ADKISON  
ENGINEERS, INC., EDY P. ADKISON AND JUDITH  
ADKISON AS TRUSTEES OF THE ADKISON FAMILY  
REVOCABLE LIVING TRUST, AND MARTHA RUIZ-  
SNELL (A.K.A., MARTHA MARTELL)**

This Joint Nondisclosure, Indemnity and Litigation Defense Agreement (“Agreement”) is made and entered into this 5th day of February, 2019, by and between the **City of Desert Hot Springs**, California, a municipal corporation and the **City Council of the City of Desert Hot Springs**, a duly elected governing body (collectively the “City”) on the one hand, and **Adkison Engineers, Inc.**, a California corporation, Edy P. Adkison and Judith Adkison as trustees of the **Adkison Family Revocable Living Trust**, and **Martha Ruiz-Snell** (a.k.a., Martha Martell) (collectively, “Real Parties”) on the other hand. The City and Real Parties are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

**Recitals**

A. The City is a municipal corporation situated in the County of Riverside in the State of California.

B. Real Parties are the owners of that certain 481-acre parcel of real property (APN 667-050-001), located generally West of State Route 62 near Mission Creek Road, in the City of Desert Hot Springs, County of Riverside, State of California (the “Property”).

C. Real Parties desire to develop the Property with a mix of single-family dwellings, multi-family dwellings, commercial uses, open space, and other uses, otherwise commonly known as the Mission Creek Trails Subdivision (“Project”).

D. On August 7, 2007, the City Council approved Tentative Tract Maps 35009 and 35448 (“Tentative Maps”) by Resolution No. 2007-71 and also adopted Addendum No. 3 to the Rancho Royale Specific Plan Final Environmental Impact Report (City Council Resolution No. 92-55) (“FEIR”). The Tentative Maps were given five statutory extensions for an additional seven years, giving Real Parties until August 7, 2017 to process final maps for the Property.

E. On August 1, 2016, the Real Parties applied to the City for an extension of the Tentative Maps. On November 22, 2016, the City Planning Commission denied the Real Parties’ application for the extension of time. On December 6, 2016, the Real Parties appealed the City Planning Commission’s decision to deny the extension of time to City Council. On March 21, 2017, the City Council voted 2-2, a tie vote, to deny the Real Parties’ appeal.

F. As a result of disagreement between the Parties as to the legal effect of the City Council’s March 21, 2017 tie vote and whether the extension of the Tentative Maps

automatically became effective, the Parties desired to enter into a development agreement to eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which California Government Code, Sections 65864 *et seq.* was intended. The City prepared Addendum No. 4 to the FEIR for the Development Agreement, demonstrating that no additional environmental review was required for approval of the Development Agreement.

G. On August 28, 2018, the City Planning Commission held a public hearing on Development Agreement No. 02-18 (“Development Agreement”) and recommended approval of the Development Agreement, which was forwarded to the City Council for final approval.

H. On September 18, 2018, the City Council held a public hearing on the Development Agreement and adopted Addendum No. 4 to FEIR. During the hearing, Ordinance No. 675 was introduced to approve the Development Agreement with certain conditions added by the City Council during the hearing. On October 2, 2018, the City Council voted to approve the second reading of Ordinance No. 675. As expressed in the Development Agreement and at the City Council meetings on September 18, 2018 and October 2, 2018, the Parties’ intent behind the Development Agreement was to establish a framework for the future subdivision of the Property. Real Parties would have to submit new subdivision maps for the Property and those subdivision maps would be subject to the California Environmental Quality Act. The City filed and posted a Notice of Determination with the Riverside County Clerk on October 5, 2018.

I. On October 18, 2018, Sierra Club and Center for Biological Diversity (“Petitioners”) filed a lawsuit in the County of Riverside Superior Court, *Sierra Club and Center for Biological Diversity v. City of Desert Hot Springs, et al.*, Case No. RIC1821985 (the “Litigation”), which challenges the City’s approval of the Development Agreement, alleging *inter alia* that the City failed to comply with the California Environmental Quality Act (“CEQA”) and the Subdivision Map Act when the City approved the Development Agreement.

J. Pursuant to Section 10 of the Development Agreement, the Real Parties shall defend, indemnify and hold harmless the City, its officers, employees and agents from and against any claim, action or proceeding in connection with any challenge to the legality, validity or adequacy of the Development Agreement and concurrent and subsequent permits and entitlements approved for the Project; documentation prepared for the Project in accordance with California Environmental Quality Act; and any claim, action or proceeding against the City, its agents, officers, or employees which may arise from operations performed under or pursuant to this Development Agreement.

K. Based upon information currently available, without admitting any individual or shared liability, and expressly denying same, the Parties believe they have similar and common legal interests in the prosecution of the Litigation and the claims that will likely be contained therein, and any matters relating thereto. The Parties further believe it is to their individual and mutual benefit to cooperate and share information, strategy and documents concerning issues arising out of or relating to those claims, including, but not limited to, information and documents that may be subject to the attorney-client privilege, attorney work-product doctrine,

and/or any other applicable privilege or immunity existing under state or federal law, effective as of the commencement of this Agreement or thereafter.

L. The Parties intend to vigorously defend against Petitioners' claims. Accordingly, the Parties have a common interest in the defense of future claims raised against them in the Litigation. Each of the Parties intends to appear in the Litigation, oppose the Litigation, and may represent its own separate interests, some of which may be unique. Such representation of separate or unique interests is not inconsistent with the common interests of the Parties.

M. Nothing in this Agreement is meant or should be construed to abrogate the City's legal obligation to exercise independent judgment as required by CEQA concerning the Development Agreement, the Project, or consideration of Project approvals.

N. In defending against the Litigation and similar challenges to the Project from other third parties in the future, the Parties have interests in common and will litigate common claims and have legal theories in common, and will benefit if they can communicate openly with each other about all matters relating to the evaluation of and possible legal challenges to the City's actions on the Development Agreement and the Project.

O. In order to promote full and effective communication between the Parties, and to avoid duplicative efforts by them and to minimize the costs of litigation, the Parties desire to share attorney-client and/or work-product privileged information and other privileged information concerning the Litigation noted in the above recitals, but wish to ensure that any such sharing of information will not diminish in any way the confidentiality of such information and will not constitute a waiver of any applicable privileges.

P. This Agreement also confirms that, to the extent the Parties and/or their attorneys have already been in communication with each other since any privileges became operative under any applicable law, their communications and work product were then, and remain now, subject to the joint defense privilege and now are subject to this Agreement.

### **Agreement**

Now, therefore, the Parties, in consideration of their mutual promises and the foregoing recitals that are incorporated herein, agree as follows:

1. Agreement. In order to pursue a joint legal effort effectively, the Parties agree that their mutual interests in conducting coordinated litigation efforts and/or investigating, taking measures to prevent or other activities in respect of claims, potential claims or regulatory proceedings may be best served by exchanging or disclosing among themselves and their counsel Privileged Information, as that term is defined below; provided, however, that nothing herein shall compel the Parties to coordinate defense efforts or to share any such Privileged Information. The coordination of defense efforts and the sharing of Privileged Information shall be entirely voluntary.

1.1 Definition of Joint Defense. All work performed by the attorneys for the Parties pursuant to this Agreement and communications among the attorneys for the Parties in

connection with such representation of their respective clients shall be conducted and protected pursuant to the joint defense doctrine recognized in such federal court cases as *United States v. McPartlin*, 595 F.3d 1321, 1336-37 (7th Cir.), *cert. denied*, 444 U.S. 833 (1979); *Hunydee v. United States*, 355 F.2d 183 (9th Cir. 1965); and *Continental Oil Co. v. United States*, 330 F.2d 347 (9th Cir. 1964); and as contemplated in the California cases of *California Oak Foundation v. County of Tehama*, 174 Cal. App. 4th 1217, 1222-23 (2009); *Oxy Resources California LLC v. Superior Court*, 115 Cal. App. 4th 874 (2004); and *Raytheon Co. v. Superior Court*, 208 Cal. App. 3d 683 (1989); and in California Evidence Code section 952 and/or recognized under state and federal law, including such rights that exist independent of rights described in this Agreement.

1.2 Definition of Privileged Information. Privileged Information, as used herein, shall include all writings as defined in California Evidence Code section 250, including all oral, electronic or written communications including, but not limited to, meeting agendas, memoranda prepared by in-house and outside counsel, analyses, drafts of pleadings or comments to regulatory authorities, or other materials or information, furnished by any Party to another Party or Parties involving matters related to the Litigation, or any other summary, analysis, report or other document containing information extracted, obtained or derived from such communications, but excluding such materials or discussions which have been made public or disclosed to third parties without restriction as to use or disclosure. Privileged Information shall only be used by the Parties in connection with their rights to be informed about matters related to the Litigation.

1.3 Limited Disclosure. No Party shall disclose the Privileged Information received under this Agreement to any person other than its directors, officers, employees, legal counsel, accountants, agents and subcontractors (collectively, the “Qualified Persons”) who require knowledge of the Privileged Information for the purpose of evaluating or conducting the Litigation, and in no event shall such disclosure cause the Privileged Information to become a record subject to disclosure pursuant to the California Public Records Act. Each attorney for a Party shall inform such Party’s Qualified Persons of the privileged nature of the Privileged Information. Each such Qualified Person shall be bound by the terms of this Agreement prior to any disclosure. If any Party violates the terms of this paragraph, such disclosure(s) shall not have been authorized and, therefore, shall not constitute a waiver of any applicable privilege. Each Party shall be responsible for any breach of this Agreement by its Qualified Persons.

2. Purpose. The purpose of this Agreement is to ensure that such exchange or disclosure of Privileged Information in furtherance of the Parties’ joint legal efforts does not diminish in any way the confidentiality of the Privileged Information or constitute a waiver of any privilege or protection accorded to the Privileged Information, and the Parties hereby declare their intent that no sharing of information as set forth above shall waive the applicable attorney work-product privilege, attorney-client privilege, trade secret privilege, the joint defense privilege, or any other applicable privilege, protection or doctrine. To the maximum extent permitted by law, the sharing of Privileged Information shall be undertaken in a manner that protects Privileged Information from public disclosure under the Ralph M. Brown Act, the California Public Records Act or other applicable law.

3. Marking Written Materials. All written Privileged Information exchanged will be clearly marked “CONFIDENTIAL: SUBJECT TO JOINT LITIGATION PRIVILEGE,” or “SHARED UNDER THE JOINT NONDISCLOSURE AND LITIGATION AGREEMENT AMONG PARTIES,” or “SUBJECT TO JOINT LITIGATION PRIVILEGE.” The Parties will use their best efforts to so mark all such written materials, and will instruct their attorneys, paralegals, and clerical and other personnel as to this requirement, provided, however, that failure to mark such exchanged written materials shall not be treated as waiving the joint litigation privilege as to any materials not so marked. This requirement for marking of materials is prospective in nature and does not apply to materials previously exchanged pursuant to oral or written joint defense agreements not containing a requirement for such marking.

4. Exceptions. The restrictions of this Agreement on use and disclosure of Privileged Information shall not apply to information that:

a) is in the possession or control of a Party at the time of its disclosure hereunder free of any obligation of Party to keep such Privileged Information confidential;

b) is or becomes publicly known or available, by actions not in violation of this Agreement;

c) is received by a Party from a third party free to disclose it without obligation to any other Party;

d) is disclosed to third parties without restriction as to its use or disclosure by the Party who alone has prepared or obtained the information disclosed, and which information contains no privileged or protected information obtained directly or indirectly from another Party;

e) is approved for release by written authorization of the Parties; or

f) is required to be disclosed pursuant to any applicable statute, law, rule or order of any governmental authority or pursuant to any order of any court of competent jurisdiction.

5. Protected Communications. The Privileged Information addressed herein represents communications subject to the joint attorney work-product privilege and/or the attorney-client privilege and/or the joint defense doctrine and/or the trade secret privilege as defined by California law (collectively, “Joint Defense Communications”). If used by a Party hereunder for purposes other than internal evaluation of legal issues related to the Litigation, such use would unfairly prejudice and irreparably harm the rights and interests of all the Parties. Each of the Parties and counsel agree that any Joint Defense Communications they receive from any other Party or its representatives shall be treated and maintained as privileged and confidential communications. Execution of this Agreement constitutes mutual agreement that any consultations among the Parties and their respective counsel, and any sharing or pooling of work product or other confidential documents, are reasonably necessary for the accomplishment of the purpose for which the Parties’ counsel have been consulted and retained. The Parties agree that any consultations among them or their counsel, and any sharing or pooling of work product or other confidential documents, are in reliance on the joint litigants’ privilege. The

Parties further agree that the joint litigants' privilege as it relates to the consultations, information, data and other documents covered by this Agreement may not be waived except with the consent of the Parties.

6. Third-Party Claims of Waiver. Should any third party claim that an otherwise applicable privilege has been waived as a result of any exchange or disclosure of Privileged Information made pursuant to this Agreement, the Parties agree to join in defending such claim of privilege or protection.

7. Disclosure Requirements. If a Party or its Qualified Persons become subject to a bona fide requirement by law, regulation, deposition questions, interrogatories, Public Records Act request, Freedom of Information Act request, other type of request for information or documents, subpoena, civil investigative demand or similar process (collectively, a "Requirement") to disclose any Privileged Information, such Party (i) will, prior to producing any Privileged Information, promptly notify all other Parties of the existence, terms and circumstances of such Requirement(s) so that any other Party may seek an appropriate protective order, and (ii) will cause its Qualified Persons to cooperate fully with any other Party in seeking a protective order. If a Party subject to a Requirement, who has complied with the notification and cooperation obligations described in the preceding sentence, is compelled, in the opinion of its legal counsel, to disclose Privileged Information or else stand liable for contempt or other substantial penalty, such Party will furnish only that portion of the Privileged Information which is legally required pursuant to the terms of such Requirement as modified by any protective order.

8. Disclosure to Clients. Counsel receiving Joint Defense Communications and materials may disclose those communications to their respective clients in the Litigation, but may not disclose such Joint Defense Communications to any other person without the consent of the Party providing the privileged and confidential information. Any unauthorized disclosure of any Joint Defense Communications to any third party shall not constitute a waiver of any applicable privilege.

9. Governing Law. This Agreement and any dispute hereunder shall be governed by and construed in accordance with the internal laws, other than the choice of laws, of the State of California.

10. No Warranty. No Party makes any warranty of any nature with respect to any Privileged Information, including the accuracy and completeness thereof, provided to any other Party pursuant to this Agreement.

11. No Waiver. This Agreement shall not create any agency or similar relationship between or among the Parties. No Party shall have authority to waive any applicable privilege, protection or doctrine on behalf of any other Party; nor shall any waiver of any applicable privilege, protection or doctrine by the conduct of any Party be construed to apply to any other Party. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

12. No Partnership or Joint Entity. This Agreement is not intended to and does not create a partnership or any other form of single or joint entity of any sort comprised of the Parties and/or their attorneys.

13. No Obligation to Share Information Not Shared or Exchanged. Nothing herein shall obligate a Party to share or exchange Privileged Information that has not been shared or exchanged pursuant to the terms of this Agreement.

14. Indemnification. Real Parties hereby reaffirm their obligation to indemnify, protect, defend, and hold harmless the City and its constituent public agency members, officers, employees, attorneys, and agents from any and all actual or alleged claims, actions, or proceedings, against the City to attack, set aside, void, annul, or seek monetary damages arising out of the approval of the Development Agreement and the Project or related approvals, including but not limited to the Litigation.

a) The City has the right to select its preferred legal counsel and has selected Stream Kim Hicks Wrage & Alfaro, P.C. (the “*City’s Outside Counsel*”) to represent it in the Litigation.

b) Real Parties shall reimburse the City for one hundred percent (100%) of the City’s actual fees and costs invoiced by the City’s Outside Counsel in connection with its representation of the City in the Litigation (“Legal Fees and Costs”). Such Legal Fees and Costs shall include, but not be limited to, all reasonable court costs and attorneys’ fees, including attorneys’ fees and costs incurred by the City’s Outside Counsel and other City staff time, consultants or experts, spent in regard to defense of the Litigation. The City’s reasonable Legal Fees and Costs in defending the Litigation shall be reimbursed to City by Real Parties as follows: (i) a separate billing file for litigation shall be opened by the City’s Outside Counsel; (ii) the time shall be billed by the City’s Outside Counsel in 0.1 hour increments; (iii) the City’s Outside Counsel Legal Fees and Costs shall be invoiced not more than once per month with a duplicate copy of the statement sent to Real Parties and redacted to preserve any confidential information; and, (iv) the City Outside Counsel’s billing rates shall be \$350 for partners and \$240 for associates.

c) Real Parties shall deposit \$20,000 within thirty (30) days of the execution of this Agreement as an advance (“Advance”) on Legal Fees and Costs that the City may incur in the Litigation. The City shall pay all invoices it receives from the City’s Outside Counsel using funds from the Advance until the Advance is fully expended. Once the Advance is fully expended, Real Parties shall be responsible for remitting payment on any monthly invoice that it receives from the City for Legal Fees and Costs incurred by the City’s Outside Counsel in accordance with the following terms. Real Parties shall make reimbursement payment to City of any undisputed invoice within thirty (30) calendar days following Real Parties’ receipt of each invoice from City, or resolution of any disputed matters, whichever comes first. Failure of Real Parties to make payment within thirty (30) calendar days shall be deemed a material breach of this Agreement.

d) In the event Real Parties dispute any item on any invoice, Real Parties shall notify City of such dispute, in writing, and with specificity, within ten (10) calendar days following Real Parties' receipt of such invoice. In the event of such dispute, the City and Real Parties shall exercise good faith efforts to resolve the dispute.

15. Acknowledgment of Independent Representation. Each Party understands and acknowledges that it is represented only by its own attorneys in the Litigation, and that nothing in this Agreement creates an attorney-client relationship between such Party and the attorney for any other Party. While attorneys representing a Party have a duty to preserve the confidentiality of Privileged Information disclosed to them pursuant to this Agreement, such attorneys will not be acting for anyone other than their respective client or clients in doing so. The attorneys representing a Party owe duties, including the duties of care and loyalty, only to their respective client or clients, and nothing in this Agreement creates any duties between a Party and counsel for any other Party.

16. Entire Agreement; Amendments. This Agreement represents the entire agreement of the Parties in connection with the subject matter hereof and may be modified only in writing agreed to by all Parties.

17. Authority. The signatories hereto represent and warrant that they have been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing and, by such signature, to bind such Party to the Agreement.

18. Captions. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.

19. Effective Date; Termination. This Agreement shall become effective as of the date first above written and shall exist in perpetuity unless it is terminated upon written notice by any Party or upon the resolution of the Litigation. Nevertheless, the Parties agree that privileged communications occurred before formalizing this Agreement, including communications that occurred leading up to and following the approval on October 2, 2018, and those communications are and continue to be protected under the common interest doctrine. The confidentiality obligations and use limitations of the Parties with respect to Privileged Information previously exchanged shall remain in full force and effect, without regard to whether this Agreement is terminated or whether any particular action is terminated by final judgment or settlement. In the event any Party settles or is otherwise dismissed from the Litigation, or for any other reason ceases to participate in this Agreement, such Party shall be obligated to continue to preserve the confidentiality of Privileged Information and any and all privileges pertaining to Privileged Information as though the Party were still part of the joint prosecution/defense arrangement. The Parties agree that, in the event any Party determines that it no longer has, or no longer will have, mutuality of interest in a joint defense for any reason, including but not limited to a conflict of interest between the Parties, that Party will promptly notify the other Parties of its intent to withdraw from this Agreement. A written notice of termination shall constitute a termination of this Agreement, provided, however, that no such termination shall affect or impair the obligations of confidentiality and privilege with respect to



Privileged Information previously furnished pursuant to this Agreement. Any party so withdrawing will immediately return all copies of any written materials provided.

20. Reservation of Rights and Claims. Each of the Parties mutually reserves all rights and claims against the other Party arising out of the alleged conduct and actions alleged in the Litigation or arising out of a conflict of interest between the Parties, as well as all defenses that are or may be available to each of the Parties. The Parties waive any right to seek disqualification of any other Party's attorney based on that attorney's receipt of confidential or Privileged Information subject to this Agreement which was received while this Agreement was in effect. The Parties agree that the existence of this Agreement shall not be disclosed or used offensively or defensively in any proceeding involving the Litigation (except that this Agreement may be disclosed or used by any Party hereto in any proceeding to maintain and protect, consistent with the intent of this Agreement, the confidentiality of all Privileged Information); nor will any Party claim that any counsel to a Party is disqualified from any proceeding by reason of this Agreement or the sharing of Privileged Information under this Agreement.

21. Independent Prosecution or Defense. Nothing in this Agreement shall limit or interfere with the right and ability of a Party to conduct its own independent prosecution or defense of matters relating to the Litigation and the claims therein, including filing appropriate motions, conducting separate and independent discovery, entering into individual settlements, or otherwise engaging in pretrial procedures for the benefit of the Party.

22. Confidentiality. The Parties and their attorneys each agree to keep confidential the existence of, and the terms of, this Agreement except to the extent required to enforce its provisions or as required by the Ralph M. Brown Act, the California Public Records Act, or any other applicable law or statute.

23. Severability. In the event that any covenant, condition or other provision of this Agreement is held to be invalid, void or illegal by a court of competent jurisdiction, it shall be deemed severable from the remainder and shall in no way affect, impair or invalidate any other covenant, condition or provision of this Agreement.

24. Supplementary Activity. The Parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.

25. Remedies. Breach of this Agreement by unauthorized disclosure will cause irreparable harm for which there is no legal remedy, thereby entitling the other Party to seek injunctive or equitable relief, including, without limitation, specific performance of this Agreement or an injunction against breach of this Agreement.

26. Attorneys' Fees; Venue: In the event that either Party shall commence any legal action or proceeding to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorneys' fees. The venue for any litigation shall be Riverside County. In the event of any asserted ambiguity in, or dispute regarding, the interpretation of any matter herein, the interpretation of this Agreement

shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the drafting party. This Agreement shall be governed by and interpreted under the laws of the State of California.

27. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors, successors-in-interest, assigns or affiliates of the Parties.

28. Others Joining Agreement. Any person wanting to join this Agreement must be approved by unanimous agreement of the original Parties to this Agreement.

29. Consultants. This Agreement shall apply to any and all consultants retained by each of the Parties and to each Party's legal counsel.

30. Notices. All notices and demands of any kind which any Party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States mail, with postage thereon fully prepaid, and addressed to the Party so to be served as follows:

**To The City:**

Charles Maynard, City Manager  
City of Desert Hot Springs  
11-999 Palm Drive  
Desert Hot Springs, CA 92240

**With a copy to:**

Jennifer Mizrahi  
Quintanilla & Associates  
P.O. Box 176  
Rancho Mirage, CA 92270

And

Theodore K. Stream  
Stream Kim Hicks Wrage & Alfaro, PC  
3403 Tenth Street, Suite 700  
Riverside, CA 92501-3641

**To Real Parties:**

Adkison Engineers, Inc., Edy P. Adkison and Judith Elizabeth Adkison as trustees of the Adkison Family Revocable Living Trust, and Martha Ruiz-Snell (a.k.a., Martha Martell)  
c/o Ed Adkison  
6879 Airport Drive  
Riverside, CA 92504

**With a copy to:**

Amy Hoyt  
Alisha M. Winterswyk  
BEST BEST & KRIEGER LLP  
3390 University Avenue, 5th Floor  
Riverside, CA 92502

31. Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts, all of which, when taken together, shall constitute the agreement of the Parties. Facsimile and email transmitted copies of signed counterparts of this Agreement shall be deemed as authentic and valid as an original of this Agreement.

32. No Admissions. Nothing contained in this Agreement shall be construed to constitute an admission of any liability on the part of any Party with respect to the Litigation or any issues or claims related thereto, or other matters associated therewith.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties have executed this Joint Nondisclosure, Indemnity and Litigation Defense Agreement on the date first set forth above.

**DESERT HOT SPRINGS**, a municipal corporation

By: \_\_\_\_\_  
Charles Maynard, City Manager

Date: \_\_\_\_\_

**ADKISON ENGINEERS, INC., EDY P. ADKISON AND JUDITH ELIZABETH ADKISON AS TRUSTEES OF THE ADKISON FAMILY REVOCABLE LIVING TRUST, AND MARTHA RUIZ-SNELL (A.K.A., MARTHA MARTELL)**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Edy P. Adkison, on behalf of Adkison Engineers, Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Edy P. Adkison, trustee of the Adkison Family Revocable Living Trust  
Title: Owner of Property

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Judith Elizabeth Adkison, trustee of the Adkison Family Revocable Living Trust  
Title: Owner of Property

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Martha Ruiz-Snell (a.k.a., Martha Martell)  
Title: Owner of Property

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Jerryl Soriano, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Jennifer Mizrahi, City Attorney

Date: \_\_\_\_\_