

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the “Agreement”) is made by and between the Orange County Water District, a special governmental district organized and existing pursuant to the Orange County Water District Act, Chapter 924, Statutes of 1933, as amended (“OCWD”), and City of Fullerton, [JJ1] a municipality [JJ2] existing under the laws of the State of California (“Producer”). This Agreement is based on the common interest existing between OCWD and Producer, which is one of the nineteen groundwater producers operating within OCWD’s boundaries (“Producers”), as it pertains to anticipated and contemplated initiation of cost recovery litigation against persons responsible for PFAS in the Santa Ana River watershed (the “Litigation”). In furtherance of this existing common interest, OCWD has been asked to share with Producer the draft retention agreement that OCWD is considering entering into with the following seven law firms for the purpose of pursuing Litigation: SL Environmental Law Group PC; Kennedy & Madonna, LLP; Taft, Stettinius & Hollister, LLP; Douglas & London, P.C.; Levin, Papantonio, Thomas, Mitchell, Rafferty, & Proctor, P.A.; Kelley, Drye & Warren, LLP; and Robinson Calcagnie, Inc. (collectively the “Firms”). OCWD and Producer are individually referred to as “Party” and collectively referred to as “Parties”.

The Parties hereby agree to the following terms governing this Agreement so that OCWD may share Confidential Information, as defined below in Paragraph 2, and Producer:

1. **Purpose of the Agreement.** For mutual consideration set forth herein, the sufficiency of which is hereby acknowledged, the Parties have agreed, pursuant to the common interest doctrine, to memorialize their existing common interest relationship for the purpose of preventing unauthorized disclosure of Confidential Information related to the potential provision of legal services by the Firms to OCWD and interested Producers (“Legal Services”) pursuant to a draft retention agreement (the “Retention Agreement”) that OCWD is currently negotiating with the Firms. OCWD, the Producer and the Firms desire that the Producer be given the opportunity to review the Retention Agreement without jeopardizing its privileged character so that Producer can internally deliberate regarding the draft Retention Agreement and determine if the terms of the Retention Agreement meet their requirements with regards to the Litigation.
2. **Definition of Confidential Information.** As used herein and for the purposes of this Agreement and the execution thereof, the term “Confidential Information” shall include the draft Retention Agreement, and any communications concerning or relating to the draft or final Retention Agreement, whether written or verbal.
3. **Obligations of Parties.** Any Party receiving Confidential Information (“Receiving Party”) hereby agrees to the following:
 - a. The Receiving Party agrees not to share, provide or otherwise disclose with any individuals or entities who are not employees or members of the governing boards of Producers or OCWD any Confidential Information unless otherwise compelled to do so by law.
 - b. Receiving Party shall hold and maintain the Confidential Information in confidence for all purposes.

- c. Upon written request by OCWD, Receiving Party shall, to the extent reasonably feasible, return any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to any Confidential Information.
4. **Exclusion to the Parties' Obligations.** Receiving Party's obligations under this Agreement do not extend to information that becomes public information pursuant to court order or which otherwise becomes part of the public domain not as a result of Receiving Party improperly releasing such information to persons unaffiliated with OCWD or Producer.
5. **Time Periods Applicable to the Agreement.** Receiving Party's obligations under this Agreement, and each of them, shall remain in effect until the Confidential Information is made publicly known by the other Party, or until the other Party sends Receiving Party written notice reling Receiving Party from this Agreement, or until legal retention by Receiving Party of the Firms under a superseding legal services agreement, whichever occurs first.
6. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
7. **Governing Jurisdiction.** The Agreement shall be governed by the laws of the State of California.

This Agreement and each Party's obligations shall be binding on the representatives, assigns, and successors of such Party. Each Party has signed this Agreement through its authorized representative.

Orange County Water District:

Dated: _____

By: _____
Jeremy Jungreis
General Counsel, OCWD

City of Fullerton:

Dated: _____

By: _____
Kenneth A. Domer
City Manager


APPROVED TO FORM
Richard D. Jones, City Attorney