



NIXON PEABODY LLP  
ATTORNEYS AT LAW

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May 15, 2020

Russell Watts  
Treasurer-Tax Collector  
Contra Costa County  
625 Court Street, Room 100  
Martinez, CA 94553

Sharon L. Anderson  
County Counsel  
Contra Costa County  
651 Pine Street, 9th Floor  
Martinez, CA 94553

Dear Ms. Anderson and Mr. Watts:

As you know, Nixon Peabody LLP (the “Firm”) represents Contra Costa County (the “County” or “you”) as bond counsel with respect to various transactions and you have recently requested we act as counsel with respect to the County’s role in assisting with school district financings under the California Education Code (the “County matters”). We have been authorized to disclose to you that the Firm represents West Contra Costa Unified School District (the “District”) as bond and disclosure counsel in connection with the proposed issuance of West Contra Costa Unified School District General Obligation Bonds, 2010 Election, 2020 Series F, and West Contra Costa Unified School District General Obligation Bonds General Obligation Bonds, 2012 Election, 2020 Series E (the “Bonds”).

Under the ethics rules that apply to all lawyers, the Firm may not oppose a current client, even on an unrelated matter, without informed consent. While we do not view you and the District to be in opposition with respect to the issuance of the Bonds, we are proceeding with this waiver so that the relationship is clear to all parties and to confirm that all parties are comfortable with the arrangement. This means that we must explain to the District and the County the risks and reasonably available alternatives of consenting and that we cannot proceed unless the District and you consent. The most likely alternative to your consent to our representation of you in connection with the Bonds is that you or the District will need to seek and engage new lawyers for this matter.

In deciding whether to consent, you should consider how our representation of the District as described above could or might affect you. For example, clients that are asked to waive or consent to conflicts typically should consider whether there is any material risk that “their”

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attorney will be less zealous or eager on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidential information will be used adversely to them due to the conflict. The County matters and the Firm's representation of the District with respect to the Bonds will be handled by different attorneys within the Firm. For this reason, we do not believe that there is any material risk that our commitment and dedication to your interests will be adversely affected, and we believe that we will be able to provide competent and diligent representation to you. Nevertheless, these are issues that you should consider for yourself.

In connection with the Firm's duty of loyalty to its clients, it has an obligation to share any information it may have that is relevant to the representation. In this case, however, that duty conflicts with the Firm's obligation to maintain the confidentiality of information of the District. Therefore, by granting your consent, you will be agreeing that you understand that we will not provide confidential information of the District to you even though it may be material to your interests.

We agree that any privileged, sensitive, proprietary, or other confidential information of a nonpublic nature acquired by us as a result of our representation of you will not be transmitted to the District.

You agree that the Firm may continue to represent the District in other matters not involving you and may represent you in other matters not involving the School District. You furthermore agree that the Firm may represent the District in connection with the Bonds, and that the Firm may simultaneously act as counsel to the County to advise it with respect to its responsibilities with respect to the Bonds. If any litigation, arbitration or other adversary proceeding or claim arises between the District and the County with respect to issuance of the Bonds the Firm will not act as counsel to either the District or you with regard to any such proceeding.

Although there is no requirement that you do so, you may want to consult with independent counsel before deciding whether to consent.

Please review this matter carefully. If you have any questions that you would like me to answer prior to reaching a decision on this issue, please let me know. If you are willing to consent after such review as you believe appropriate, please sign a copy of this letter in the space provided and return it to me.

Sincerely,



Travis C. Gibbs  
Partner

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I hereby consent to the terms of representation set forth above:

For the Treasurer Tax-Collector

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

By: \_\_\_\_\_

Name:

Title:

For County Counsel

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

By: \_\_\_\_\_

Name:

Title: