

October 12, 2022

VIA EMAIL ([stephen.siptroth@cc.cccounty.us](mailto:stephen.siptroth@cc.cccounty.us))

Mary Ann McNett Mason  
County Counsel  
c/o Stephen M. Siptroth  
Deputy County Counsel  
Contra Costa County  
1025 Escobar Street, 3rd Floor  
Martinez, CA 94533-1229

**Re: Request for Consent / Conflict Waiver re Contra Costa  
Transportation Authority on behalf of Contra Costa County**

Dear Stephen:

As you know, Contra Costa Transportation Authority (“CCTA”) has engaged Fennemore Wendel (the “Firm”) to represent CCTA as its general counsel (the “Representation”), and you have advised us that there may be situations during our representation of CCTA in which Contra Costa County (“County”) and/or the Contra Costa County Fire Protection District (“CCCFPD”) may be adverse to CCTA. These may include situations where CCTA is providing funding for projects being carried out by the County, the County is providing funding for projects being carried out by CCTA, CCTA is using real property owned by the County or CCCFPD, and situations where CCTA will need to enter into a new or amended project or program agreement with the County. We presently provide legal services, consultation, and representation in connection with eminent domain and inverse condemnation matters to the County on a case-by-case basis. The matters currently pending for the County are unrelated to any those for which CCTA proposes to engage us, and we do not anticipate that the scope of work for any matter where we represent the County would involve CCTA as an adverse party. While we may potentially be retained by the County for the acquisition of property for one or more County projects utilizing CCTA funding, we assume that the County Counsel’s office, as opposed to the Firm, would be responsible for representing the County with respect to the negotiation of any cooperative agreement or other funding agreement between the County and CCTA for such projects.

The purpose of this letter is to obtain the County’s informed written consent to the Representation. Please know that even if the County consents to the Representation, we will continue to represent the County’s interests vigorously and efficiently in the matters in which we represent the County. We assure you that we will continue to do our utmost to serve the County effectively in those matters.

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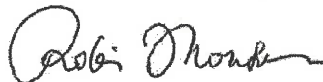
California law requires that before requesting the County's consent to the Representation, we need to explain the impact our doing so could have on the County. The principal concern is that the County might question whether our loyalty to it is divided if, in some other matter, we are, so to speak, "on the other side" of the County. The County is entitled to expect that we will represent its interests fully and vigorously on every matter that we are handling for the County, without regard to the interests of others, and we intend to do so. But in the Representation, our duty of loyalty will be to CCTA. Nevertheless, we will provide your office advance written notice of the following: (a) any matter that presents a significant risk that the interests of CCTA may be directly or indirectly adverse to the interests of the County; or (b) if CCTA will be a party or a witness to or in the same matter as the County. If a matter involves or may involve a claim or defense by CCTA against the County, or if we determine that we do not reasonably believe that we will be able to provide competent and diligent simultaneous representation to both the County and CCTA, we will immediately notify you and we will withdraw from representation of the County.

We are confident that we can continue to represent the County effectively because the Representation is, and will be, unrelated to any scope of work for which we have been retained to represent the County. However, if you are concerned that our concurrent representation of the County and CCTA on different matters might compromise the independence of our professional judgment with regard to the County's interests on the matters in which we are representing the County, that it might interfere with our attorney-client relationship with the County, or that it might otherwise affect our representation of the County in any way, it is essential that you raise that issue with us now, or within a reasonable time after we provide you written notice of any matter specified in the preceding paragraph. Otherwise, we will rely on your signature below as confirming the County's consent to the Representation described above. If the County becomes concerned in the future about the arrangement the County is now agreeing to, the only practical remedy may be for us to withdraw from representing the County because we and CCTA will have relied on this waiver by entering into an attorney-client relationship.

Should you have any questions, please feel free to call me. We appreciate the opportunity to continue to serve the County and thank you for your consideration.

Sincerely,

FENNEMORE WENDEL



Robin L. Thornton

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I have read the foregoing, understand it and, by signing below, the County consents to the Representation on the terms and conditions set forth above, except to the extent the Representation is limited by Rule 1.7 of the Rules of Professional Conduct promulgated by the State Bar of California.

By: \_\_\_\_\_  
Mary Ann McNett Mason  
County Counsel

Dated: \_\_\_\_\_