

AMENDED AGREEMENT FOR SPECIALIZED LEGAL SERVICES

THIS AGREEMENT FOR SPECIALIZED LEGAL SERVICES ("Agreement") is made and entered by and between the COUNTY OF MONTEREY, through the Information Technology Department, ("COUNTY"), and Best Best & Krieger ("ATTORNEY").

RECITALS

This Agreement is made with respect to the following facts:

A. The COUNTY Board of Supervisors may contract for legal services for the COUNTY when it is necessary and appropriate that special legal services be performed for the COUNTY and its officers and employees.

B. COUNTY desires to retain ATTORNEY to provide legal and consulting services to the COUNTY with respect to the *Comcast Franchise audit, expiring Comcast Agreement, subsequent new Agreement with Comcast for the existing Institutional Network (NET) fiber within the County of Monterey as well as Public Education and Government fees from various providers, including AT&T, Charter and Comcast as described in Exh. A.1, and matters related to the proposed merger of Charter Communications and Time Warner Cable, as more specifically described in Exhibit A.2.*

C. ATTORNEY is specially trained, experienced, and competent to perform the legal-related services required. COUNTY specifically seeks the work of *Joseph Van Eaton, Esq., Gail Karish, Esq., Joshua Nelson, Esq., Thomas Oh, Esq. and Wendy Wang, Esq.* and enters into this agreement with the understanding that *Joseph Van Eaton, Esq.*, will be the primary attorney providing services under this Agreement, although other attorneys in the firm may be utilized on an as-needed basis.

NOW, THEREFORE, the parties agree as follows:

1. EFFECTIVE DATE AND TERM

1.01 This Agreement shall be effective as of **October 15, 2012**, and shall terminate upon completion of the tasks, or any other ancillary issues, assigned to ATTORNEY by the County Counsel designee, unless earlier terminated as set forth below. This Agreement may be amended from time-to-time upon the mutual agreement of the parties.

2. SERVICES TO BE PERFORMED

2.01. Services to be Performed by ATTORNEY. COUNTY hereby hires ATTORNEY to render independent legal services to COUNTY, subject to the terms of this Agreement. ATTORNEY shall perform said services faithfully and well, when needed by and as requested by COUNTY. The services to be performed under this Agreement shall consist of reviewing documents, preparing draft documents, assisting in negotiations, providing advice and

undertaking such activities as requested by the County Counsel designee. A specific scope of work is enclosed as Exhibit A, and incorporated herein by reference.

ATTORNEY shall perform only such services as are within the expertise of the individual attorneys on ATTORNEY's staff, and ATTORNEY will notify COUNTY promptly if any work requested is beyond such expertise. ATTORNEY shall diligently provide such legal services as are necessary and approved by COUNTY in a professional, timely manner. ATTORNEY shall perform all of its services with due regard to ethical guidelines and the client's interests.

2.02. No Conflicts of Interest. Except as provided in Exhibit C, or as may have been approved by separate notification to the County, ATTORNEY does not have an actual or potential interest adverse to COUNTY nor does ATTORNEY presently work for, or provide information to, a person or firm with an interest adverse to COUNTY with respect to the matter accepted.

2.03. Direction from and Consultation with County Counsel. ATTORNEY shall coordinate and consult with, and receive assignments from County Counsel in providing services under this Agreement. The primary attorneys from the County Counsel's Office working with ATTORNEY with respect to this agreement shall be Charles McKee, Kathryn Reimann and Rebecca Cenicerros, although other deputies in the County Counsel's Office may be designated from time-to-time to work on the matter. Unless otherwise directed by County Counsel, if ATTORNEY prepares any court pleadings or COUNTY documents in the performance of services under this Agreement, including but not limited to staff reports, and memoranda to the Board of Supervisors or other County legislative or advisory bodies, ATTORNEY shall provide such drafts to County Counsel for review and consultation prior to finalizing any such drafts.

2.04. Reporting Requirements. ATTORNEY shall provide COUNTY with such reports as may be requested by COUNTY in connection with the performance of services hereunder.

2.05. Closing Report. If this Agreement is terminated as set forth herein, or if for any reason ATTORNEY is no longer retained by COUNTY with respect to an assigned matter, ATTORNEY shall submit a Closing Report describing the status of the matter, setting forth any information needed by another attorney or staff member to handle the matter. The Closing Report will be expeditiously submitted to County Counsel.

2.06. Oral Reports. ATTORNEY shall immediately report orally to County Counsel, in person or by telephone, any event or discovery which is of an urgent nature or requires the immediate attention of COUNTY. ATTORNEY shall promptly follow up such oral report with a Status Report or Status Update reiterating such event or discovery. ATTORNEY shall immediately advise County Counsel in writing if an actual or potential conflict of interest arises or is discovered.

3. COMPENSATION

3.01. Compensation to Attorney. As consideration for ATTORNEY's performance of

services under this Agreement, COUNTY shall pay to ATTORNEY the fees and necessary expenses calculated in accordance with the hourly rate and expense method of billing. Fees and expenses are to be charged in accordance with the terms of this agreement and in accordance with the hourly rates for partners, associates, paralegals, and planners, if any, of ATTORNEY and any other terms governing fees set forth in Exhibit B, attached hereto and incorporated herein by reference. COUNTY will not pay ATTORNEY for travel time.

3.02. Budget. ATTORNEY and COUNTY agree that the initial budget for services pursuant to the matters that are the subject to Exhibit A.1 shall not exceed the sum of \$50,000 (Fifty Thousand Dollars) and the matters that are subject to Exhibit A.2 shall not exceed the sum of \$35,000 (Thirty-Five Thousand Dollars). ATTORNEY and COUNTY shall revise the budget as necessary to reflect additional fees required for services, and this Agreement shall be amended accordingly to provide for such budget increases. Proposed budget increases must be approved by COUNTY before increased charges or expenditures are accrued. ATTORNEY shall notify the County Counsel in writing when fifty percent (50%) and seventy-five percent (75%) of the Budget has been spent. If COUNTY does not approve additional fees required by the project beyond the initial and revised budget, COUNTY hereby consents to ATTORNEY's withdrawal from the Agreement with respect to that matter.

3.03. Maximum Liability. The maximum amount of COUNTY's liability over the full term of this Agreement (including all items paid under paragraph 3.04) shall include the initial budget amount and any revised budget amount as provided in paragraph 3.02.

3.04. Reimbursement for Expenses.

(a) COUNTY shall reimburse ATTORNEY for all actual and necessary expenses for the following items:

- (1) Deposition and transcript fees;
- (2) Filing fees;
- (3) Postage;
- (4) Consultant and expert witness fees;
- (5) Photocopying;
- (6) Computerized legal research; and
- (7) Other expenses when approved in advance.

(b) COUNTY will not reimburse ATTORNEY for any non-attorney staff time or overtime for secretarial, clerical, or word processing costs connected with preparing required status reports, time spent to provide information for a fee audit, or for work not authorized by COUNTY. COUNTY will not pay ATTORNEY for travel time. Any travel costs are subject to, and shall comply with, the County's Travel Policy.

3.05. Monthly Claims by ATTORNEY. Not later than ten days after the last day of each month, ATTORNEY shall submit to COUNTY a claim, on a form or in a format approved by COUNTY, setting forth in detail the time and expense items incurred by ATTORNEY during the previous month, for which payment is sought, and setting forth such other information

pertinent to the claim as COUNTY may require. The fees charges shall be calculated correctly, contain no charges previously billed, and be consistent with the approved hourly fee schedule and budget maximum set forth in Exhibit B. The following information shall be set forth accurately in or attached to the billing invoice:

(a) Case name, court number, County Counsel file number, Risk Management's General Liability – Third Party Administrator Claim Number (if applicable) or other identification of subject matter for which ATTORNEY rendered services;

(b) Detailed time and activity descriptions for each assignment worked one, including but not limited to time spent with respect to conferences, correspondence, telephone calls, hearings, meetings, research, project review, depositions, document filing, and trials.

(c) Invoices shall show any pre-approved outside expenses at straight cost only.

3.06. Payment of Monthly Claims by COUNTY. COUNTY, through the Office of the County Counsel, shall certify ATTORNEY's claim, either in the requested amount or in such other amount as County Counsel approves in conformity with this Agreement. County Counsel shall promptly submit such certified claim to the Auditor, Risk Manager or third party claims administrator for COUNTY. The Auditor, Risk Manager or third party claims administrator shall thereafter pay the balance of the certified claim not later than 45 days after receipt of the certified claim.

3.07. Disputed Payment Amount. If for any monthly claim COUNTY certifies a lesser amount than the amount requested, and if ATTORNEY desires to dispute the amount so certified, ATTORNEY must submit a written notice of protest to COUNTY within 20 days after ATTORNEY's receipt of the certification. The parties shall then promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

3.08. Conflicting Payment Provisions. The provisions regarding payment set forth in this portion of the Agreement prevail over any conflicting provisions that may be found in any of the exhibits to this Agreement.

4. INDEMNIFICATION AND INSURANCE

4.01. Indemnification. ATTORNEY shall indemnify, defend, and hold harmless the County of Monterey and the COUNTY, and their officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, ATTORNEY'S and/or its agents', employees' or subcontractors' negligent acts or omissions in the performance of this Agreement, excepting only loss, injury or damage caused by the gross negligence or willful misconduct of COUNTY or the County of Monterey and their officers or employees. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the COUNTY and the County of Monterey. The ATTORNEY shall reimburse the COUNTY and the County of Monterey for all costs, attorneys' fees, expenses and liabilities incurred with

respect to any litigation in which the ATTORNEY is obligated to indemnify, defend and hold harmless the COUNTY and the County of Monterey under this Agreement.

4.02. Evidence of Coverage. Prior to commencement of this Agreement, ATTORNEY shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, ATTORNEY upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to the COUNTY, unless otherwise directed. This approval of insurance shall neither relieve nor decrease the liability of ATTORNEY.

4.03. Qualifying Insurers. All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by COUNTY.

4.04. Insurance Coverage Requirements. Without limiting ATTORNEY's duty to indemnify, ATTORNEY shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

(a) Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(b) Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, provided that personal automobile liability insurance shall be limited to that required by California law.

(c) Workers' Compensation Insurance, if ATTORNEY employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(d) Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the ATTORNEY shall, upon the expiration or earlier termination of the Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(e) Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date ATTORNEY completes its performance of services under this Agreement.

Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for ATTORNEY and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the COUNTY and County of Monterey, and their officers, agents, and employees as Additional Insureds with respect to liability arising out of the ATTORNEY's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY or County of Monterey and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the ATTORNEY's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by COUNTY, ATTORNEY shall file certificates of insurance with the COUNTY showing that the ATTORNEY has in effect the insurance required by this Agreement. The ATTORNEY shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

ATTORNEY shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY. If the certificate is not received by the expiration date, COUNTY shall notify ATTORNEY and ATTORNEY shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by ATTORNEY to maintain such insurance is a default of this Agreement which entitles COUNTY, at its sole discretion, to terminate this Agreement immediately.

5. TERMINATION

5.01. Termination by COUNTY. COUNTY may terminate this Agreement at any time for its convenience and without cause. Upon such termination, ATTORNEY shall promptly comply with the provisions of paragraph 2.05. COUNTY shall pay to ATTORNEY all sums then due and owing for services performed through the effective date of the termination, subject to all other provisions of this Agreement.

5.02. Termination by ATTORNEY. ATTORNEY may terminate this agreement at any time upon giving thirty (30) days written notice to COUNTY. Upon such termination, and unless COUNTY notifies ATTORNEY in writing that it will not need a substitute ATTORNEY, ATTORNEY shall continue to provide such services as COUNTY may require until such time as COUNTY is able to identify a substitute ATTORNEY to render necessary services. COUNTY shall not unreasonably delay in identifying such substitute ATTORNEY or in providing written notice that it will not require a substitute ATTORNEY. ATTORNEY shall also immediately comply with the provisions of paragraph 2.05. COUNTY shall pay to ATTORNEY all sums due and owing for services performed through the effective date of the termination, subject to all other provisions of this Agreement.

6. GENERAL PROVISIONS

6.01. Nonassignment. ATTORNEY shall not assign or transfer this Agreement, or any part thereof, without the written consent of COUNTY, nor shall ATTORNEY assign any monies due or to become due to ATTORNEY hereunder without the previous written consent of COUNTY.

6.02. Independent Contractor. Nothing in this Agreement shall be construed or interpreted to make ATTORNEY anything but an independent contractor and in all ATTORNEY's activities and operations pursuant to this Agreement, ATTORNEY shall for no purposes be considered an employee or agent of COUNTY.

6.03. Authority to Bind COUNTY. It is understood that ATTORNEY, in the performance of any and all duties under this Agreement, has no authority to bind COUNTY to any agreements or undertakings with respect to any and all persons or entities with whom ATTORNEY deals in the course of business.

6.04. Nondisclosure of Information. ATTORNEY shall not disclose, without express written consent of COUNTY, any information relating to COUNTY business which has been submitted by COUNTY to ATTORNEY pursuant to the services to be rendered pursuant to this Agreement. This provision shall survive termination or expiration of this Agreement. In the event that this Agreement is terminated, ATTORNEY shall immediately return to COUNTY all papers, documents and the like belonging to COUNTY.

6.05. Notices.

(a) Notices permitted or required to be given to the respective parties under this Agreement shall be deemed given (1) when personally delivered to COUNTY care of the Office of the County Counsel or to ATTORNEY's principal partner contact; (2) when personally delivered to the party's principal place of business during normal business hours (i.e., to the office of the Monterey County Counsel in Salinas, California, or to ATTORNEY's office), by leaving the notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by fax machine to the other party, to the fax number indicated below; or (4) 3 days after the notice is deposited in the U.S. mail (by first class, certified, registered, or express mail), with postage fully prepaid, addressed to the party as indicated below.

(b) Notices mailed to the parties shall be addressed as follows:

To COUNTY:

Dianah Neff
Director of Information Technology
Department of Information Technology
County of Monterey
1590 Moffett Street
Salinas, CA 93905
Phone Number: (831) 759-6923
Fax Number: (831)
Email: _

To ATTORNEY:

Joe Van Eaton
Best Best & Krieger
2000 Pennsylvania Avenue N.W.
Suite 5300
Washington, DC 20006
Phone Number: (202) 370-5306
Fax Number: (202) 785-1234
Email: joseph.vaneaton@bbklaw.com

(c) The mailing addresses and fax numbers specified in paragraph (b) may be changed by either party, by giving notice to the other in the manner provided herein.

6.06. Subcontracting. ATTORNEY shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without prior written approval of COUNTY. Any and all subcontracts shall be subject to the provisions contained in this Agreement.

6.07. Modifications. This Agreement may be modified or amended only by written agreement of the parties. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties hereto.

6.08. Nonwaiver. No covenant or condition of this Agreement can be waived except by the written consent of COUNTY. Forbearance or indulgence by COUNTY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by ATTORNEY. COUNTY shall be entitled to invoke any remedy available to COUNTY under this Agreement or by law or in equity despite said forbearance or indulgence.

6.09. Sole Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing, signed by the parties hereto.

6.10. Venue. If any party herein initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that venue thereof shall be the County of Monterey, State of California.

6.11. Construed Pursuant to California Law. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California.

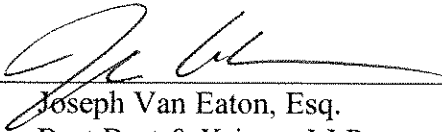
6.12. Exhibits. The following exhibits are attached hereto:

Exhibit A - Scope of Services
Exhibit B - Fees and Expenses
Exhibit C – Conflict of Interest

IN WITNESS WHEREOF, COUNTY and ATTORNEY have caused this Agreement to be executed:


DATED: 12-4-2015

ATTORNEY

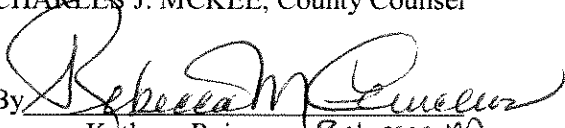
By 
Joseph Van Eaton, Esq.
Best Best & Krieger LLP

DATED: 1-13-16

COUNTY

By 
Charles J. McKee, Esq.
County Counsel
County of Monterey

APPROVED AS TO FORM AND LEGALITY
CHARLES J. MCKEE, County Counsel

By 
~~Kathryn Reimann~~ Rebecca M. Cenceros
Deputy County Counsel

APPROVED AS TO LIABILITY PROVISIONS

By _____
(Risk Management)

DATED: Dec 8, 2015

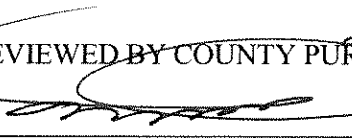
DATED: _____

APPROVED AS TO FISCAL PROVISIONS

By: 
(Auditor-Controller Office)

DATED: 12-8-15

REVIEWED BY COUNTY PURCHASING DEPT.

By 
(Purchasing)

DATED: 1-11-16

EXHIBIT A

SCOPE OF SERVICES

A.1

ATTORNEY shall provide independent services to the COUNTY consisting of legal services and analysis to COUNTY with respect to the Comcast of California IX (Comcast) franchise audit and the development of the new Agreement with Comcast for the existing institutional network fiber. Additionally, ATTORNEY shall advise COUNTY with respect to Public Education and Government fees received from providers, including AT&T, Comcast and Charter.

Services shall include:

- Review of all formal correspondence with Comcast
- Participation in meetings both on-site and via conference call with Comcast and their Counsel
- Make recommendations during the negotiations of audit findings and new Agreements
- Review appropriate documentation concerning PEG fees and make recommendations

As of December 1, 2015, all Comcast work referenced in the first sentence, except work related to the institutional network had been performed.

A.2.

ATTORNEY shall perform all legal services, as specifically requested by the County, related to the County's participation in the California Public Utility Commission's proceeding reviewing Charter Communications' application for approval of its merger with Time Warner Cable and Bright House Networks, Application A-15-07-009 (*In the matter of Joint Application of Charter Communications, Inc.; Charter Fiberlink CA CCO, LLC (U6878C); Time Warner Cable Inc. Time Warner Cable Information Services (California), LLC (U6874C) ; Advance/Newhouse Partnership; Bright House Networks, LLC; and Bright House Networks Information Services (California), LLC (U6955C) Pursuant to California Public Utilities Code Section 854 for Expedited Approval of the Transfer of Control of both Time Warner Cable Information Services (California), LLC (U6874C) and Bright House Networks Information Services (California), LLC (U6955C) to Charter Communications, Inc., and for Expedited Approval of a pro forma transfer of control of Charter Fiberlink CA-CCO, LLC (U6878C).*)

These services will include, as deemed necessary or advisable in consultation with the County, and only upon prior written approval by the County: preparing and filing a motion for party status, and if party status is granted, review of filings submitted by the applicants and to the extent consistent with the budget, filings submitted by other parties to the proceeding, preparation of discovery requests if necessary to permit preparation of testimony, preparation of

written testimony (which may include testimony from County employees as well as retained experts if the budget permits), participation in evidentiary hearings to the extent required to present or defend the County's case, preparation of briefs, preparation of comments on the CPUC's proposed decision relevant to the issues raised by the County, and coordination of efforts with other like-minded participants in the proceeding. Time and budget permitting and if deemed necessary or advisable in consultation with the County, and only upon prior written approval by the County, this may also include making similar/related filings in the Federal Communications Commission's parallel merger review proceeding (MB Docket No. 15-149).

Work will not exceed the budgeted amount of \$35,000 without County pre-approval, and ATTORNEY will plan work to the extent possible to work within the budget. However, because this is a contested proceeding, ATTORNEY cautions there may be costs it does not anticipate, or issues may arise which the County may wish to address but which require additional resources. In that event, ATTORNEY will consult with County regarding additional work, will provide you with an estimate of costs, and will proceed only upon receiving County's written approval to do so.

EXHIBIT B

FEES AND EXPENSES

COUNTY shall pay ATTORNEY the fees for services performed under this Agreement. The fees shall be calculated and charged in accordance with the hourly rates method of billing identified below.

COUNTY will not pay ATTORNEY for travel time. Any expenses incurred and approved shall be reimbursed at cost.

ATTORNEY will bill monthly for work performed.

Joseph Van Eaton	\$355 per hour
Gail Karish	\$300 per hour
Thomas Oh	\$215 per hour
Joshua Nelson	\$245 per hour
Wendy Wang	\$255 per hour

Others as needed and approved in writing \$ 80 to \$ 320 per hour

Services and expenses including telephone, telecopier, postage, photocopying (not to exceed 5 cents per page for black and white copies and 10 cents per page for color copies), computerized research, computer services, messenger services, expert witness and consultant fees. All such fees to be billed at actual cost (except for photocopying, as noted above); prior written consent to be obtained prior to engaging any experts or consultants.

NOTE: All fees and costs stated herein shall include all applicable tax.

EXHIBIT C

CONFLICT OF INTEREST

ATTORNEY does not presently work for, or provide information to, a person or firm with an interest adverse to COUNTY with respect to the matter accepted. ATTORNEY currently represents Ocean Mist Farms in a variety of matters unrelated to the County, and expects to continue to represent Ocean Mist Farms in various matters. Ocean Mist Farms is located in the County of Monterey and has interests in water rights, among other issues, which may be affected by County decisions or actions. It is possible that in the future Ocean Mist and the COUNTY could become adverse to each other. If that occurs, ATTORNEY expects to represent Ocean Mist Farms against the COUNTY, as long as that future matter does not involve the matter which is the subject of this contract. By signing this agreement, COUNTY agrees not to provide any confidential information to ATTORNEY which is not related to the matter which is the subject of this contract. By signing this agreement, COUNTY agrees that if Ocean Mist and COUNTY become adverse in the future, ATTORNEY may represent Ocean Mist against the COUNTY without any additional written waiver as long as (a) the adverse matter is unrelated to the matter which is the subject of this contract, (b) the individual attorneys who work on the matter which is the subject of this Agreement do not represent Ocean Mist Farms against the COUNTY, and (c) ATTORNEY establishes an ethical wall between the individual attorneys representing the COUNTY and individual attorneys representing Ocean Mist Farms.

The actual or reasonably foreseeable adverse effects to the COUNTY of granting this prospective waiver are as follows:

- In the event of a conflict between Ocean Mist Farms and the COUNTY, ATTORNEY may be tempted to favor the interests of Ocean Mist Farms over the COUNTY.
- ATTORNEY'S exercise of independent judgment to the COUNTY may be impaired or clouded by relationship with Ocean Mist Farms.
- Individual attorneys from ATTORNEY could be conducting discovery against the COUNTY or appearing in court against the COUNTY at the same time that other individual attorneys from ATTORNEY are representing the COUNTY in the matter which is the subject of this contract.
- There may be an appearance of impropriety in our representation of both clients simultaneously.