

Attachment A

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Goldfarb & Lipman LLP

November 4, 2024

Susan K. Blicht
County Counsel
County of Monterey
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

Dr. Rhiyan Quiton
Executive Director
Interim, Inc.
604 Pearl St.
Monterey, CA 93940

Re: Consents to Potential Conflict of Interest – Representing Interim, Inc. regarding Marina Kai in the City of Marina

Dear Ms. Blicht and Mr. Quiton:

We write this letter to disclose our representation of the County of Monterey (the "County") and of Interim, Inc. (the "Developer") (collectively, the "Parties") and to request the consents of the County and the Developer for Goldfarb & Lipman LLP to represent the Developer in connection with the construction of a 23 unit permanent supportive housing facility, to be located on a portion of the site of the Shelter Cove transitional housing facility that Interim, Inc. currently owns and operates in the City of Marina, Monterey County, California, to be known as Marina Kai (the "Project"). Specifically, Goldfarb & Lipman will represent the Developer in connection with the construction and development of the Project, including reviewing loan and grant agreements and other financial documents including the California Department of Housing and Community Development and the Central California Alliance For Health, reviewing regulatory agreements and affordability restrictions, advising regarding construction contract negotiation, and providing real estate advice in connection with the Project (the "Transaction").

At this time, no County financial assistance is anticipated in this Transaction. However, the Project contemplates the use of a portion of the Shelter Cove site, and demolition of a Shelter Cove building that contains manager units and two (2) two-bedroom units. The County previously provided \$100,000 to assist with the development of the Shelter Cove facility, and the County is the beneficiary of a Deed Of Trust and a Declaration of Affordability Covenants encumbering the Shelter Cove site. Consequently, the

via email

Developer will need the County's consent to the proposed changes to the Shelter Cove facility, to a partial release of the County's security under the Shelter Cove Deed of Trust, and to a modification to the Declaration of Affordability Covenants. Goldfarb & Lipman will not be representing the County in this Transaction, as the County has its own counsel.

The specific purpose of this letter is to advise you of a potential conflict of interest of Goldfarb & Lipman due to the existing and continued relationships that Goldfarb & Lipman has separately with each of you, and the proposed representation of the Developer in the Transaction as described above. To undertake this representation, we are required to (1) disclose in writing our existing relationship with each of you, and (2) obtain the informed written consent of each of you to such potential conflict of interest, as described in this letter. We believe that we will be able to provide competent and diligent representation to the Developer in this matter.

I. Existing Relationships.

The County is an existing client of Goldfarb & Lipman. We have and continue to represent the County in connection with affordable and/or inclusionary housing transactions as well as drafting ordinances and guidelines for the County's inclusionary housing program. We are retained to advise on the County's housing trust fund and create loan document templates. Currently, we are representing the County in connection with a property disposition for an affordable housing project located in the Salinas, California.

In addition, the Developer is an existing client of Goldfarb & Lipman. We have and continue to represent the Developer in connection with affordable housing projects throughout the Monterey County area. Currently, we are representing the Developer in connection with Sun Rose Apartments located in Salinas, California.

II. Potential Conflict of Interest.

While we are unaware of any current conflict of interest created by our existing relationships described in Section I above in connection with the Transaction, as attorneys, we are governed by specific rules relating to our representation of clients when potential conflicts of interest exist. We must disclose certain information, and obtain the informed written consents of each of you to represent the Developer in connection with the Transaction as described in this letter, in accordance with Rules 1.1, 1.4, 1.6, 1.7, 1.8.2., 1.9 and 1.10 of the Rules of Professional Conduct of the State Bar of California (the "CRPC").

Our representation of the Developer in connection with the Transaction could potentially create a conflict of interest for Goldfarb & Lipman if a dispute occurred between the Developer and the County with regard to County financial assistance to the Project (should any be provided), the partial release of County security under the Shelter Cove deed of trust, the modification of the Shelter Cove Declaration of Affordability Covenants, or other County matters related to the Project. If information that we have regarding the County becomes relevant in the Transaction, a

conflict of interest could arise because we would be unable to disclose such information to the Developer due to our duties of loyalty and confidentiality to the County.

At this time, we do not believe that there is an actual conflict of interest for Goldfarb & Lipman, and we believe that we can competently represent the Developer in this Transaction and still maintain our independent judgement and duty of loyalty to each of you in unrelated matters. In addition, we do not believe that we have obtained any confidential information from the County which is material to our proposed representation of Developer in the Transaction, or from the Developer that is material to our continued representation of the County in unrelated matters.

However, if an actual conflict should arise related to the Transaction in which: (i) the interest of the County is now adverse to the interest of Developer, that would affect our independent judgment and our duty of loyalty to each of you in the unrelated matters; (ii) the issue of dispute in this Transaction is substantially related to the same issue in which we have represented either of you in other matters; or (iii) we have obtained any confidential information from Developer that is material to our representation of the County, or any confidential information from the County that is material to our representation of Developer, we would need to determine if we could continue to represent the Developer in the Transaction. In reaching our decision, we would first need to determine if we could competently continue such representation, notwithstanding the adversity, and after such determination, we would further need to obtain the informed written consent of each of you.

III. Informed Written Consent

You should thoroughly review and consider the matters discussed in this letter, and consider seeking independent counsel before providing your consent. If, after such review, each of you consents to Goldfarb & Lipman representing the Developer in the manner outlined above, please sign and return the attached consent form (i) acknowledging that you have been advised of Goldfarb & Lipman's past and continuing relationships with each of you; (ii) acknowledging that you have been advised to Rules 1.1, 1.4, 1.6, 1.7, 1.8.2., 1.9 and 1.10 and the potential conflict of interest associated with our representation of the Developer in the Transaction; and (iii) that you nevertheless consent to our representation of the Developer in connection with the Transaction.

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County of Monterey
Interim, Inc.
November 4, 2024
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If you have any questions regarding this letter or our representation of each of you, please call us before signing and returning the enclosed copy of this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Gabrielle Janssens". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

GABRIELLE JANSSENS
Attorney for the County of Monterey

A handwritten signature in blue ink, appearing to read "Ben Funk". The signature is in a cursive style.

BEN FUNK
Attorney for Interim, Inc.

CONSENT

Goldfarb & Lipman has explained to each of you: (i) Goldfarb & Lipman's past and continuing relationships with each of you, and (ii) CRPC Rules 1.1, 1.4, 1.6, 1.7, 1.8.2., 1.9 and 1.10 and the potential conflict of interest in relation to Goldfarb & Lipman's proposed representation of the Developer in the Transaction and the possible consequences of this conflict. Each of the undersigned nevertheless consents to representation by Goldfarb & Lipman of the Developer in the Transaction and gives approval to such representation as described in this letter.

We understand that we have the right to seek independent counsel before signing this consent or at any future time.

Dated: _____

COUNTY OF MONTEREY

By: _____

Name: _____

Its: _____

Dated: _____

INTERIM, INC.

By: _____

Name: Rhiyan Quiton

Its: Executive Director