

CURRENT CLIENT CONFLICT WAIVER AND INFORMED CONSENT

Re: Cost-Sharing Agreement Between Klamath County Fire District No. 1 and Klamath 9-1-1 Emergency Communications District

1. Parties and Existing Relationship

The undersigned acknowledges that Parks & Ratliff PC has previously represented, and may currently represent, both Klamath County Fire District No. 1 and Klamath 9-1-1 Emergency Communications District on various matters.

The undersigned further acknowledges that both Districts have already negotiated and agreed upon the material business terms of the proposed cost-sharing arrangement, including the respective cost allocations and general structure of the agreement.

2. Limited Scope of Representation Going Forward

For purposes of preparing, reviewing, revising, negotiating, and finalizing the written cost-sharing agreement and related documents, the undersigned understands and agrees that:

- **Parks & Ratliff PC will represent Klamath County Fire District No. 1 only.**
- **Parks & Ratliff PC will not represent Klamath 9-1-1 Emergency Communications District in connection with the cost-sharing agreement.**

Klamath 9-1-1 Emergency Communications District has been advised to obtain separate legal counsel for this matter and has obtained, or will obtain, separate counsel to review and advise it regarding the agreement.

3. Nature of Potential Conflict

Because the two Districts are parties to the same agreement, their legal interests may be aligned in many respects but may also differ in some respects. Potential issues may include, without limitation:

- (a) allocation of costs, expenses, taxes, fees, or future charges;
- (b) responsibility for vendor invoices, payment timing, and reimbursement obligations;
- (c) responsibility for implementation delays, cost overruns, change orders, or vendor disputes;
- (d) indemnification, insurance, limitation of liability, and Oregon Tort Claims Act issues;
- (e) ownership, licensing, access, data, records, confidentiality, and termination provisions;
- (f) remedies in the event of nonpayment, breach, withdrawal, or termination; and
- (g) interpretation or enforcement of the agreement in the future.

The undersigned understands that, because Parks & Ratliff PC will represent only Klamath County Fire District No. 1 in this matter, the attorney may advocate for terms that are more favorable to the Fire District and less favorable to the 9-1-1 District, provided such advocacy is consistent with applicable law and professional obligations.

4. Confidentiality and Use of Information

The undersigned understands that information previously obtained by Parks & Ratliff PC from either District in prior or unrelated representations may be protected by duties of confidentiality.

The undersigned further understands that Parks & Ratliff PC will not disclose confidential information of one District to the other District unless authorized or otherwise permitted by applicable law and the Oregon Rules of Professional Conduct.

The undersigned also understands that Parks & Ratliff PC may possess general background knowledge concerning both Districts, their operations, and their legal needs as a result of prior or ongoing representations. By signing this waiver, the undersigned consents to Parks & Ratliff PC representing Klamath County Fire District No. 1 in this matter notwithstanding that prior or ongoing relationship, subject to the confidentiality limitations stated above.

5. Material Risks

The undersigned understands the material risks of consenting to this representation, including the following:

- (a) Parks & Ratliff PC will not be neutral in this matter and will owe duties of loyalty and advocacy to Klamath County Fire District No. 1 in connection with the agreement;
- (b) Klamath 9-1-1 Emergency Communications District must rely on its own separate counsel for legal advice concerning the agreement;
- (c) if a dispute arises between the Districts concerning the agreement, Parks & Ratliff PC may be limited or prohibited from representing one or both Districts in that dispute;
- (d) prior or ongoing attorney-client relationships with both Districts could create issues if either District later contends that confidential information was relevant to the agreement or to a later dispute;
- (e) either District may later believe that a term of the agreement was more favorable to the other District; and
- (f) the attorney's ability to continue representing either District in related or future matters may be affected if adversity develops between the Districts.

6. Available Alternatives

The undersigned understands that alternatives are available, including:

- (a) each District could be represented by entirely separate counsel in connection with the agreement;
- (b) Parks & Ratliff PC could decline to represent either District in connection with the agreement;
- (c) the Districts could jointly retain independent special counsel to prepare a neutral draft, subject to separate review by each District's own counsel; or
- (d) the Districts could postpone finalizing the agreement until each District has had an opportunity to obtain independent legal review.

The undersigned acknowledges that it has had the opportunity to consider these alternatives.

7. Recommendation to Seek Independent Legal Advice

The undersigned acknowledges that Parks & Ratliff PC has recommended that the undersigned District seek independent legal advice before signing this waiver and before consenting to the representation described in this document.

For Klamath 9-1-1 Emergency Communications District, this means review by its separate counsel.

For Klamath County Fire District No. 1, this means that the District may consult separate independent counsel regarding this conflict waiver if it wishes, even though Parks & Ratliff PC will represent the Fire District on the agreement.

8. Consent to Representation

After being advised of the potential conflict, the material risks, and the reasonably available alternatives, the undersigned gives informed consent to Parks & Ratliff PC representing Klamath County Fire District No. 1 in connection with the cost-sharing agreement with Klamath 9-1-1 Emergency Communications District.

This consent is limited to the representation described above. It does not constitute advance consent to representation in any future dispute, claim, litigation, arbitration, contested enforcement matter, or other adversarial proceeding between the Districts.

9. Authority to Sign

The person signing below represents that they are authorized to sign this waiver and informed consent on behalf of the undersigned District.

SIGNATURE — KLAMATH COUNTY FIRE DISTRICT NO. 1

By signing below, Klamath County Fire District No. 1 gives informed consent to the representation described above.

Klamath County Fire District No. 1

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE — KLAMATH 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT

By signing below, Klamath 9-1-1 Emergency Communications District gives informed consent to the representation described above.

Klamath 9-1-1 Emergency Communications District

By: _____

Name: _____

Title: _____

Date: _____