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August 15, 2024

**VIA E-MAIL TO MJGARCIA@GLENDALECA.GOV**

Michael Garcia  
City Attorney  
City of Glendale - Office of the City Attorney  
613 East Broadway, Room 220  
Glendale, CA 91206

Re: Conflict Waiver Letter (Los Angeles County Sanitation District)

Dear Mr. Garcia:

You have asked Best Best & Krieger, LLP (“BBK”) to continue providing special counsel services to the City of Glendale (the “City”) on various permitting, litigation, and California Environmental Quality Act (“CEQA”) matters, including the ongoing representation of the City on matters involving the biogas renewable energy project at the Scholl Canyon Landfill. Recently, we were asked to assist the City in evaluating CEQA and permitting options for the potential installation of a “trim flare” at the Landfill (the “Trim Flare Matter”). We understand that the Los Angeles County Sanitation Districts (“LACSD”) may, through its own legal counsel, be similarly evaluating CEQA and other issues related to the trim flare, in part based on the joint powers agreement that governs operation of the Landfill.

As you know, we represent LACSD as their Special Counsel in various matters including, but not limited to federal advocacy services and public finance matters (the “LACSD Matters”). All of the LACSD Matters are unrelated to the above work for the City. BBK will not represent LACSD on the Trim Flare Matter. However, we are writing to you because there is a possibility that the City’s and LACSD’s views may differ with regard to how to proceed in the Trim Flare Matter. The California Rules of Professional Conduct prohibit us from representing two current clients with potentially adverse interests, even if they are adverse in separate unrelated matters, without your informed written consent. Therefore, we write to advise the City of the potential conflict of interest, the impact of our representation, and to obtain the City’s informed written consent to our work for LACSD on the LACSD Matters while we concurrently represent the City on the Trim Flare Matter. We are concurrently asking the same of LACSD.

## **RULES OF PROFESSIONAL CONDUCT**

Rule 1.7 of the California Rules of Professional Conduct provides in pertinent part:

- (a) A lawyer shall not, without informed written consent\* from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.
- (b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person, or by the lawyer's own interests.
- . . .
- (d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), . . . and:
  - (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
  - (2) the representation is not prohibited by law; and
  - (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

## **SCOPE OF REPRESENTATION & DISCLOSURES**

Our representation of the City in this follow-up work is not prohibited, but requires your consent. We do not believe our representation of LACSD will impair our competency, diligence or loyalty to the City nor will it otherwise materially limit our representation of the City or impair our independent professional judgment in any way. For example, we do not believe we will be tempted to favor the interests of one client over the other, nor do we think the relationship will create any appearance of impropriety. However, these are all things you should consider before entering into this attorney-client relationship.

In the event that circumstances change or we become aware of new information that requires client consent or new notice, each client will be notified of that fact immediately, and continued representation will be subject to that notice and the informed written consent of each client will be obtained as necessary. Should an actual conflict of interest develop in the future or if the relationship should materially limit our representation of either client, we may be required to terminate our representation, which could impact your attorney's fees and costs should you need to hire new counsel at that time.

## **ETHICAL SCREEN**

We have identified BBK lawyers that are currently working on LACSD Matters and those that are proposed to work on the Trim Flare Matter. The BBK lawyers who represent the City on the Trim Flare Matter will not work on the LACSD Matters for LACSD, and vice versa. We will establish an ethical screen so that the lawyers and staff representing LACSD on the LACSD Matters will not have access to any confidential information, including electronic and physical files, regarding the Trim Flare Matter for the City and vice versa. The lawyers and staff representing the City on the Trim Flare Matter will not discuss any substantive communications about the Trim Flare Matter with the lawyers and staff representing LACSD and vice versa.

## **THE CITY'S CONSENT**

If the City agrees to the above, we need an authorized representative of the City to sign this consent letter. This consent will not waive any protection that the City may have with regard to attorney-client communications with us in the Trim Flare Matter in which BBK represents the City. Those communications will remain confidential and will not be disclosed to any third party without the City's consent.

Please consider this matter carefully, and do not hesitate to contact us if you have any questions or concerns. You may wish to confer with independent legal counsel regarding this disclosure and your consent, and you should feel free to do so.

The City's execution of this consent form will constitute an acknowledgment of full disclosure in compliance with the requirements of Rule 1.7 of the California Rules of Professional Conduct previously quoted in this letter, and the City's consent to our representation of LACSD on the LACSD Matters while we concurrently represent the City on the Trim Flare Matter.

Sincerely,



Charity B. Schiller  
of BEST BEST & KRIEGER LLP

CBS:smr

## **CONSENT**

By this letter, Best Best & Krieger LLP has explained the existing and/or reasonably foreseeable potential risks and conflict(s) of interest in the above referenced matter, and has informed me of the possible consequences of this representation and these conflicts. I understand that I have the right to and have been encouraged to consult with independent counsel before signing this consent,

Michael Garcia  
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and I acknowledge that I have been given sufficient time to do so. Notwithstanding the foregoing, I hereby consent and agree to be represented by Best Best & Krieger LLP.

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

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