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March 23, 2023

**VIA EMAIL**

Robb Etnyre  
General Manager  
Truckee Tahoe Airport District  
10356 Truckee Airport Road  
Truckee, CA 96161

Re: Conflict Waiver re Representation of Truckee Tahoe Workforce Housing  
Joint Powers Agency

Dear Mr. Etnyre:

Best Best & Krieger, LLP (“BBK”) assists Truckee Tahoe Workforce Housing Joint Powers Agency (the “Agency”) with the operation of the Agency and other matters as requested by the Agency. Recently, the Agency requested BBK’s assistance with drafting an agreement to purchase an apartment building that will house some of the Agency’s employees, as well as the employees of its member agencies. BBK clients, Truckee Tahoe Airport District, Tahoe Forest Hospital, Nevada County, Tahoe Donner Association, and Town of Truckee will assist with funding the Agency’s purchase of the apartment building (collectively, the “Building Purchase Matter”).

As you know, BBK also represents the Truckee Tahoe Airport District (the “District”) on a variety of matters, such as litigation, land use, employee benefits, and other matters as requested (collectively, the “District Matters”).

If BBK represents the Agency on the Building Purchase Matter while BBK concurrently represents the District on the District Matters, this creates a potential conflict of interest for BBK. Therefore, we write to advise the District of the potential conflict of interest, the impact of our representation, and to obtain the District’s informed written consent to our representation of the Agency on the Building Purchase Matter under these circumstances.

**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.

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- (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 District and the Agency as described in this letter is not prohibited, but requires the District's and Agency's consent. We do not believe our representation of the Agency will impair our competency, diligence or loyalty to the District nor will it otherwise materially limit our representation of the District 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 the District should consider before signing this waiver.

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 attorney's fees and costs should the District need to hire new counsel at that time.

#### **THE DISTRICT'S CONSENT**

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

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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 District'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 District's consent to our representation of the District on the District Matters while we concurrently represent the Agency on the Building Purchase Matter.

Sincerely,



Joshua Nelson  
of BEST BEST & KRIEGER LLP

**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, and I acknowledge that I have been given sufficient time to do so. Notwithstanding the I hereby consent and agree to the terms described in this conflict waiver letter.

By:   
\_\_\_\_\_  
General Manager, Robb Etnyre

Dated: 3/29/2023