

January 8, 2025

Jan Palajac
Chair, Board of Directors
Livermore Area Recreation and Park District
4444 East Avenue
Livermore, CA 94550

Dear Chair Palajac,

I write to inform you and the Board of Directors of a potential conflict of interest and seek your waiver of this conflict of interest on behalf of the Livermore Area Recreation and Park District (“LARPD”) and its Board of Directors. The potential conflict of interest arises from the East Bay Regional Park District’s (“EBRPD’s”) recent request that Renne Public Law Group (“RPLG”) represent EBRPD in a labor relations matter entirely unrelated to my current duties as General Counsel for LARPD. To be clear, this proposed EBRPD engagement would be handled by one of my fellow partners at RPLG, Jon Holtzman, and I would not perform any work for EBRPD whatsoever.

EBRPD has asked Jon Holtzman to represent the district in the negotiation and drafting of a Project Labor Agreement (“PLA”) between EBRPD and the Alameda and Contra Costa Building Trades Councils regarding certain future construction projects. Jon Holtzman is one of very few local experts in PLAs, and would like to undertake this assignment, which is entirely unrelated to any work RPLG has performed or is likely to perform for LARPD.

The potential conflict of interest is as follows. As you know, I represent LARPD as General Counsel and in that role, I oversee legal matters for LARPD. As you are also aware, LARPD is currently in discussions with EBRPD regarding their 1992 tax revenue sharing agreement. Under the broad ethical rules that apply to attorneys in California, I am required to seek a waiver on behalf of RPLG when attorneys at the firm are simultaneously representing clients with potentially adverse interests, even if those adverse interests involve entirely separate, unrelated matters – such as Mr. Holtzman’s proposed work on a PLA for EBRPD. More specifically, under Rule 1.7 of the Rules of Professional Conduct, where there is a potential conflict of interest generated by the firm’s concurrent representation of two clients, we are required to obtain a written waiver from each client to proceed. This procedure applies even though Mr. Holtzman is not performing any work for LARPD and has had no involvement in the discussions around the tax revenue sharing agreement between LARPD and EBRPD. Thus, through this letter, we provide the proposed terms for a conflicts waiver to address these circumstances and seek the Board of Directors’ approval of such waiver. We have also asked EBRPD to consider and execute a similar waiver.

To support this conflicts waiver, RPLG would not assign attorneys and staff advising LARPD on any General Counsel matters to also advise EBRPD on the PLA matters. Likewise, if RPLG were to undertake representation of EBRPD on the PLA matters, Mr. Holtzman and any attorneys or staff performing work on the PLA – as a practical matter, this work will likely be limited to Mr. Holtzman and his legal assistant – would not work on any General Counsel matters for LARPD. Attorneys and staff who work on LARPD General Counsel matters will be precluded from discussing those matters with Mr. Holtzman or any staff working with EBRPD, and vice versa.

We do not believe that there is a risk that our representation of either client will be materially limited by the representation of both parties, as the services RPLG will provide to the LARPD and EBRPD relate to entirely separate matters, and they will be handled by separate attorneys. RPLG believes that our attorneys and staff will be able to simultaneously provide competent and diligent representation to LARPD and EBRPD in the respective, proposed engagements. Nonetheless, given the firm's commitment to the highest ethical standards, we believe it is appropriate to seek a conflicts waiver at this time.

We look forward to discussing this further with you at the upcoming Board of Directors meeting and invite your questions. We value LARPD as a client, and I look forward to continuing to serve as the district's General Counsel.

If approved by the Board of Directors, you may memorialize the Board's consent regarding RPLG's continuing representation of LARPD and waive the conflict as set forth here by signing and returning the signed waiver to us at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shen', written in a cursive style.

Andrew Shen

Consent and Waiver

I have read the disclosure set forth above and, on behalf of LARPD and its Board of Directors, hereby waive the conflict of interest identified above.

By:

Jan Palajac, Chair, Board of Directors

Date:

**THE BOARD OF DIRECTORS
OF THE
LIVERMORE AREA RECREATION AND PARK DISTRICT**

DRAFT RESOLUTION NO. 2820

**A RESOLUTION AUTHORIZING THE BOARD CHAIR TO SIGN A
CONSENT AND WAIVER OF CONFLICT OF INTEREST IDENTIFIED BY THE
RENNE PUBLIC LAW GROUP**

BE IT RESOLVED, by the Board of Directors, as the governing body of the Livermore Area Recreation and Park District, that Board Chair Jan Palajac is hereby authorized to sign a Consent and Waiver of the conflict of interest identified by the Renne Public Law Group on January 8, 2025.

ON MOTION of Director _____, seconded by Director _____, the foregoing resolution was passed and adopted this 8th day of January, 2025, by the following roll call vote:

AYES: *Directors*
NOES:
ABSTENTIONS:
ABSENT:

Approved this 8th day of January, 2025

Jan Palajac
Chair, Board of Directors

ATTEST:

Mathew L. Fuzie
General Manager and ex-officio Clerk
to the Board of Directors