



Miles Krieger
Partner
(951) 826-8215
miles.krieger@bbklaw.com

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Mr. Patrick Martinez - pmartinez@cityofneedles.com
City Manager
City of Needles
817 Third Street
Needles, CA 92363

Re: Informed Consent - Representation of Other BBK Clients

Dear Patrick:

Best Best & Krieger, LLP (“BBK” or the “Firm”) serves as City Attorney to the City of Colton, City of Fontana, City of Upland, City of Ontario, City of San Bernardino and City of Big Bear (collectively, the “Other BBK Clients”). Recently, each of these cities requested BBK to review and comment on an agreement to create a new joint powers authority known as the San Bernardino Regional Housing Trust (“JPA Matter”). Each city will be represented by a different BBK attorney. San Bernardino County Transportation Authority (“SBCTA”) is coordinating the JPA Matter so that several proposed JPA members may review and comment on the agreement. The City of Needles (“City”) is a proposed member of the JPA.

As you know, BBK represents the City as Special Counsel on a variety of matters. However, the City has not requested that BBK represent it on the JPA Matter.

The City and the Other BBK clients could potentially be adverse to each other in the JPA Matter. Although they may have a common goal with the JPA Matter, it is possible there may be disagreements on the contract to create the JPA and possibly other transactional issues that may arise regarding the JPA. Consequently, BBK’s handling of the JPA Matter may create a conflict of interest for the firm under the applicable 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.

The purpose of this letter is to request the informed consent from the City so that BBK may represent the Other BBK Clients on the JPA Matter while BBK also represents the City on other unrelated matters. If an actual conflict arises, such as a dispute or litigation between the City and the Other BBK Clients on the JPA Matter, BBK will not represent any client on the JPA Matter. However, BBK will continue to represent the City and the Other BBK Clients, separately, on other unrelated matters.

We do not believe our representation of the Other BBK Clients will impair the competence, diligence or loyalty with which we will represent 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 signing this conflict waiver letter.

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.

Your execution of this letter 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. 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.

Best regards,



Miles Krieger
Partner
of BEST BEST & KRIEGER LLP

By: _____

Dated: _____