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09/22/2014

■ ONE E WASHINGTON, SUITE 1600 ■ PHOENIX, ARIZONA 85004-2553 ■ TELEPHONE 602-257-7422 ■ FACSIMILE 602-254-4878 ■

SARAH C SMITH  
Direct 602-257-7458  
Facsimile 602-340-1538  
ssmith@gustlaw.com

August 22, 2014

VIA EMAIL

Ms. Brenda Fischer ([citymanager@glendaleaz.com](mailto:citymanager@glendaleaz.com))  
City Manager  
City of Glendale  
5850 W Glendale Avenue  
Glendale, AZ 85301

Mr. Eugene Dudo ([Eugene.Dudo@guhsdaz.org](mailto:Eugene.Dudo@guhsdaz.org))  
Superintendent  
Glendale Union High School District  
7650 North 43<sup>rd</sup> Avenue  
Glendale, AZ 85301

Re: Waiver of Conflict of Interest  
Our File No. 019221-00815

Dear Ms. Fischer and Mr. Dudo:

This firm has represented and currently represents both the City of Glendale ("Glendale") and Glendale Union High School District (the "District") in general legal matters. Glendale and the District now wish to enter into an intergovernmental agreement relating school resource officers for the 2014-2015 school year (the "Agreement"). The District has asked Gust Rosenfeld to review the proposed Agreement.

**Waiver of Conflict of Interest**

You acknowledge that I have informed you that this law firm has been asked to represent the District with respect to the above-referenced Agreement. While we represent Glendale in other legal matters, Gust Rosenfeld has not been asked to review the Agreement for Glendale. By signing this letter, you approve and waive any conflict that might be advanced by such representation.

Ms. Brenda Fischer  
Mr. Eugene Dudo

-2-

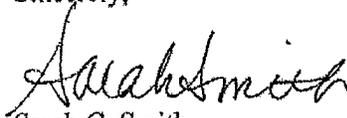
August 22, 2014

If a dispute involving the Agreement arises in the future between Glendale and the District, Glendale and the District acknowledge that Gust Roscnfeld would not represent either party in connection with that dispute. In fact, while Glendale and the District are both clients of the firm, Gust Roscnfeld will not represent either Glendale or the District against the other in any dispute. In the event of any such dispute, each party would have to retain separate counsel, although we could continue to represent each of you in separate matters unrelated to each other.

We will certainly share any information relevant to the negotiation and implementation of the Agreement with each client. However, any other information we receive from or about either Glendale or the District will not be shared with the other. In each such case, all such information will be deemed protected by the attorney-client privilege as to each party respectively to the fullest extent permitted by law.

If this letter accurately states your understanding and agreement as to the terms and possible limitations on our services, then please execute this letter and return it to me. Please call me if you have any questions. Thank you for your assistance in this matter.

Sincerely,



Sarah C. Smith  
For the Firm

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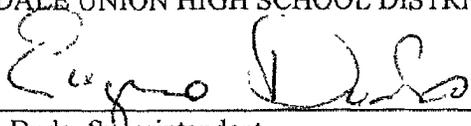
AGREED TO AND ACCEPTED:

CITY OF GLENDALE

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Brenda Fischer, City Manager

GLENDALE UNION HIGH SCHOOL DISTRICT



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Eugene Dudo, Superintendent

Ms. Brenda Fischer  
Mr. Eugene Dudo

-2-

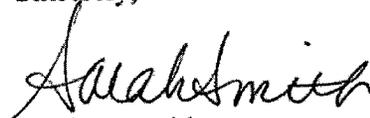
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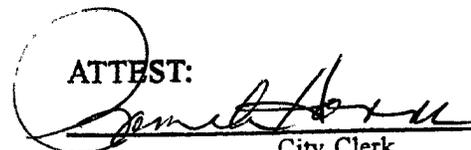
  
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CITY OF GLENDALE

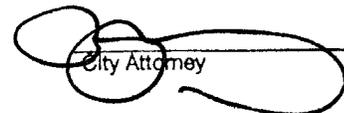
  
\_\_\_\_\_  
Brenda Fischer, City Manager

ATTEST:  
  
\_\_\_\_\_  
City Clerk

Approved as to form

GLENDALE UNION HIGH SCHOOL DISTRICT

\_\_\_\_\_  
Eugene Dudo, Superintendent

  
\_\_\_\_\_  
City Attorney