

**INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES BETWEEN  
THE GILA COUNTY DIVISION OF ELECTIONS AND  
THE GILA COUNTY PROVISIONAL COMMUNITY COLLEGE**

Pursuant to A.R.S. §§ 16-205(C) and 11-952, the Gila County Division of Elections, by and through the Gila County Board of Supervisors (hereinafter Gila County), and the Gila County Provisional Community College, (hereinafter College), enter into this agreement for election operation services.

Date of Election:	November 2, 2010
Type of Election	Polling Place Held in consolidation with the General Election

College Contact	Dr. Stephen Cullen, Senior Dean
Mailing Address	P. O. Box 2656, Globe, AZ 85502
Telephone Number	928.425.8481
Email Address	scullen@gilaccc.org

County Contact:	Linda Eastlick, Gila County Division of Elections
Mailing Address:	1400 E Ash Street, Globe, AZ 85501
Telephone:	928.402.8708
Fax:	928.402.4319
Email:	leastlick@co.gila.az.us

This agreement confirms that the College has requested the County conduct specific duties in the above referenced election on behalf of the College. The contracted cost of such College elections shall be a charge against the College.

The parties agree that this agreement is subject to the cancellation provisions of A.R.S. § 38-511 which is incorporated into this agreement by this reference.

The parties further agree that they will comply with all federal and state laws in carrying out their obligations under this agreement.

By signing this agreement the College agrees to indemnify and hold harmless the County from any claims resulting from the County participating in the election and agrees to the terms specified in the agreement

Disclosure of Dual Representation: In approving this Intergovernmental Agreement between Gila County and the College the Gila County Attorney has

represented Gila County and the College. Arizona Ethical Rule 1.7 requires that certain steps be taken before an attorney can represent one client that is directly adverse to another client or representation of one client may be materially limited by the attorney's responsibilities to another client.

In approving the IGA on behalf of Gila County and the College, the Gila County Attorney has determined that representation of one client is not directly adverse to the other, nor will representation of one client be materially limited by responsibilities to the other.

However, it is possible in the future that if any dispute arises from this Intergovernmental Agreement and either of the parties thereto are adverse to each other, the Gila County Attorney may have to invoke the requirements of the Arizona Ethical Rule 1.7 as follows:

Ethical Rule 1.7: CONFLICT OF INTEREST: CURRENT CLIENTS:

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

- (1) the representation of one client will be directly adverse to another client; or
- (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if each affected client gives informed consent, confirmed in writing, 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.

As a result of Ethical Rule 1.7 the attorney is required to reasonably believe the dual representation will not be adversely affected, and each client must consent in writing after consultation.

Therefore, the undersigned acknowledge this dual representation and acknowledges that if the Rule's conflict of interest occurs, the Gila County Attorney may have to withdraw representation of one or both clients.

\_\_\_\_\_  
Chairman, Gila County Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gila County Provisional Community College

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Gila County Attorney

\_\_\_\_\_  
Date

## **Gila County Division of Elections Fee Schedule**

1. Special Election or Election not held in consolidation with a County-wide election:

\$1.25 per Registered Voter

\$25.00 per Accu-Vote Ballot Scanner

\$25.00 per Touchscreen

\$25.00 per Ballot Box

\$25.00 per Memory Card

\$10.00 per Hour for Labor

\$15.00 per Hour for Overtime Labor after 5:00 p.m.

Actual Cost of Voter Outreach and Translation Services

Actual Cost of Any Necessary Travel, Per Diem and Lodging.

2. Election held in consolidation with a County-wide election:

\$ .35 per Registered Voter

3. Ballot Question:

\$100 per Question

No less than seventy-five (75) days before the election date, the District or Superintendent shall submit to the County the ballot question(s) and informational pamphlet text, in English, and in compliance with all requirements pursuant to Arizona Revised Statutes.

4. Additional Charges:

Additional charges will include any additional costs incurred by the County which are not included in this Fee Schedule or any agreed Delegation of Tasks. Any costs or fees initiated by the District or Superintendent shall be paid by the District or Superintendent.

## Gila County Division of Elections Delegation of Tasks

TASK	COUNTY	SCHOOLS
IGA Preparation	X	
Signature Requirements		X
Candidate Packets		X
Candidate Filing		X
Campaign Finance Filing		X
Legal Publications		
Call of Election/Notice of Election	X	X
Logic and Accuracy Testing	X	
Publicity		
Informational Pamphlet Text, Translation, & Printing		X
Mailing Inserts		X
Other – Specify	N/A	
Voter Outreach Services	X	
Translation Services (Touchscreen, Publicity)	X	X
Sample Ballots	X	
Worker Recruitment and Training	X	
Ballot Replacement Site Acquisition & Staffing	X	
Supply / Equipment Acquisition and Testing	X	
Supply / Equipment Delivery and Pickup	X	
Election Day Support	X	
Ballot Layout and Programming	X	
Ballot Printing	X	
Mail Ballot Processing	X	
Ballot Tabulation	X	
Consulting Fees		X
Vendor Charges		X
Election Worker Wages	X	X
Polling Place User Fee	X	X