

WAIVER OF POSSIBLE CONFLICT OF INTEREST

The Arizona Rules of Professional Conduct, Ethics Rule 1.7 provides in part:

(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:

....

(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

(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.

The Gila County Attorney, Bradley D. Beauchamp, represents the Gila County Board of Supervisors (Board) and, pursuant to A.R.S. § 11-532(A)(7), provides legal advice to the Gila County Superintendent of Schools (Superintendent) on matters related to the duties of the Superintendent's Office.

There is before the Board a proposed intergovernmental agreement (IGA) between the Arizona Supreme Court, the Board, the Superintendent, and the Gila County Superior Court. This IGA defines the responsibilities of the parties in the development of educational programs for juvenile detention education services.

It is possible that the representation by the county attorney of both the Board and the Superintendent with regard to the approval of this IGA could be viewed as a conflict

of interest (i.e. that the representation of one client may appear to be materially limited by the responsibilities to the other.)

Notwithstanding, the county attorney has determined that:

1. Representation of the Superintendent will not be materially limited by the county attorney's responsibilities to the Board and the county attorney is able to provide competent and diligent representation to each affected client;
2. Representation of each affected client is not prohibited by law; and
3. Representation of each affected client does not involve the assertion of a claim by one client against another client represented by the county attorney in the same litigation or other proceeding before a tribunal.

Considering the above information, the Superintendent waives any potential conflict arising from the dual representation described above in this waiver and gives written informed consent to such dual representation.

Date

Linda O'Dell
Gila County School Superintendent