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 (Gila County) and, pursuant to A.R.S. § 11-532(A)(11), provides legal advice to the Gila Community College District on matters related to the duties of the Gila Community College governing board.

There is before Gila County Board of Supervisors a proposed intergovernmental agreement (IGA) between Gila County and the Gila Community College District. This IGA defines the purchase of a 2,231 square foot triple wide modular building, VIN #'s AZ86289, AZ86290, and AZ86291 by the Gila Community College District from Gila County for the amount of One Dollar and no cents ($1.00), to help advance the public welfare of the inhabitants of Gila County and thereby assist in economic development of

the County because it would assist in the creation or retention of jobs or otherwise improve or enhance the economic welfare of the inhabitants of the County.

. It is possible that the representation by the Gila County Attorney's Office of both the Gila County Board of Supervisors and the Gila Community College District with regard to the approval of this IGA could be viewed as a conflict of interest (i.e. that the representation of one client will be materially limited by the responsibilities to the other.)

Notwithstanding, the Gila County Attorney has determined that:

1. Representation of the Gila Community College District will not be materially limited by the Gila County Attorney's responsibilities to the Gila County Board of Supervisors and the Gila County Attorney's Office 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 Gila County Board of Supervisors waives any potential conflict arising from the dual representation described above in this waiver and gives its written informed consent to such dual representation.

4-5-2016
Date

Michael A. Pastor, Chairman
Gila County Board of Supervisors