

**INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES BETWEEN THE  
GILA COUNTY DIVISION OF ELECTIONS AND  
THE CHRISTOPHER-KOHL'S FIRE DISTRICT**

Pursuant to A.R.S. §§ 11-951, 11-952, and 16-205, the Gila County Department of Elections, by and through the Gila County Board of Supervisors (hereinafter Gila County) and the Christopher-Kohl's Fire District (hereinafter District), enter into this agreement for election operational services.

Date of Election:	November 2, 2010
Type of Election	Polling Place Held in consolidation with the General Election
District Contact	Margot Holmes
Mailing Address	257 W Columbine Road, Payson, AZ 85532
Telephone Number	928.478.4772
Email Address	<a href="mailto:lilmare1936@yahoo.com">lilmare1936@yahoo.com</a>
County Contact:	Linda Eastlick, Gila County Department of Elections
Mailing Address:	1400 E Ash Street, Globe, AZ 85501
Telephone:	928.402.8708
Fax:	928.402.4319
Email:	<a href="mailto:leastlick@co.gila.az.us">leastlick@co.gila.az.us</a>

This agreement confirms that the District has requested the County to conduct specific duties in the above referenced election on behalf of the District. The Governing Board of the District has called this election. The District agrees to reimburse the County for all costs incurred in the preparation and conduct of the election, as specified in the Fee Schedule and the Delegation of Tasks, attached hereto.

Each party agrees that from its own funds it is responsible to finance and maintain a budget for its respective responsibilities and obligations under this agreement. Each party will use its personnel, property, and resources for accomplishing its respective obligations under this agreement. Each party will maintain its respective property after termination of this agreement and will eventually dispose of any elections materials used under this agreement in a manner provided for by state and federal law.

The parties agree that this agreement is subject to the cancellation provisions of A.R.S. § 38-511 which are 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 District 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 Fire District, the Gila County Attorney has represented Gila County and the Fire District. 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 District, 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

\_\_\_\_\_  
Authorized Representative  
Fire District

\_\_\_\_\_  
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 Town 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 Town shall be paid by the Town.

## Gila County Division of Elections

### Delegation of Tasks

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