

**GUST
ROSENFELD**
ATTORNEYS SINCE 1921 P.L.C.

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Carrie O'Brien
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June 25, 2024

Mr. Robert Lewandowski
Superintendent
Sacaton Elementary School District
P.O. Box 98
92 S. Skill Center Road
Sacaton, AZ 85147
rlewandowski@sacatonschools.org
Susan D. Seider
Executive Administrative Assistant
SSeider@sacatonschools.org>

Jill Broussard, Pinal County School Superintendent
Pinal County Board of Supervisors
75 N. Bailey St.
P.O. Box 769
Florence, AZ 85132
jbroussard@pinalcso.org
ttaylor@pinalcso.org

Re: Waiver of Potential Conflict of Interest
Sacaton Elementary School District

Dear Superintendent Lewandowski and Superintendent Broussard:

Gust Rosenfeld P.L.C. (the "Firm") has represented and/or currently represents Sacaton Elementary School District ("Sacaton") and Pinal County School Superintendent ("Pinal") in general legal matters. Sacaton and Pinal now wish to enter into an Intergovernmental Agreement ("Agreement") for Data Processing Services. Sacaton has asked the Firm to review the proposed Agreement to determine if it is proper in form.

Waiver of Conflict of Interest

You acknowledge that I have informed you that the Firm has been asked to represent Sacaton with respect to the above-referenced Agreement. While we represent Pinal in other

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legal matters, the Firm has not been asked to review the Agreement for Pinal. By signing this letter, you approve and waive any conflict that might be advanced by such representation.

If a dispute involving the Agreement arises in the future between the Sacaton and Pinal, Sacaton and Pinal acknowledge that the Firm would not represent either party in connection with that dispute. In fact, while Sacaton and the Pinal are both clients of the Firm, Gust Rosenfeld will not represent either 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.

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 via email and place the original signed letter in the mail. Please call me if you have any questions. Thank you for your assistance in this matter.

Very truly yours,



Carrie O'Brien
For the Firm

CO/lb

AGREED AND ACCEPTED:

SACATON ELEMENTARY SCHOOL DISTRICT

By: _____

Robert Lewandowski, Superintendent

PINAL COUNTY SCHOOL SUPERINTENDENT

By: _____

Jill Broussard, Pinal County School Superintendent

PINAL COUNTY BOARD OF SUPERVISORS

By: _____

Chairman of the Board of the Pinal County Board of Supervisors