

**INTERGOVERNMENTAL AGREEMENT
FOR PROVISION OF SERVICES BY THE
COCONINO COUNTY RECORDER'S OFFICE**

THIS AGREEMENT is entered into this _____ day of _____, _____ between **COCONINO COUNTY RECORDER'S OFFICE** ("Recorder"), for and on behalf of the **COCONINO COUNTY BOARD OF SUPERVISORS**, the governing body of Coconino County, a political subdivision of the State of Arizona ("**COUNTY**"), and **CITY OF FLAGSTAFF**, ("**CITY**").

RECITALS

1. **CITY** is authorized under Flagstaff City Charter, Article IX, to hold primary, general, and special elections.
2. **COUNTY** is authorized, pursuant to A.R.S. Sections 16-408.D, and 11-251.3, to perform services concerning elections.
3. **COUNTY** is authorized by A.R.S. Section 16-172 to allow any political subdivision conducting an election to utilize the County registration rolls upon negotiation of an agreement to reimburse the County Recorder for actual expenses for preparing the necessary lists for use in such election.
4. **COUNTY** and **CITY** have determined that the use of the services of the Recorder's Office is in the public interest, and **COUNTY** agrees to provide such services.

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 11-952, authorizing contracts between public agencies for services for the joint exercise of powers common to both the **CITY** and the **COUNTY** and in consideration of the mutual covenants and stipulations set forth below, the parties agree as follows:

SECTION 1: PURPOSE

The purpose of the Agreement is to secure the services of **COUNTY**, as enumerated in Section 2, for the preparation and conduct of the **CITY'S** Special Election regarding its General Plan, which will be conducted by mail ballot (the "Election").

SECTION 2: SERVICES TO BE PERFORMED BY COUNTY

COUNTY, or its designated agent, agrees to:

For all elections:

- 2.1 Provide ballots, which will allow qualified electors to vote for any questions or candidates appearing on the ballot.
- 2.2 Cause the election boards to use the copies of the registers, prepared from the records of the Recorder, for the purpose of identifying the electors qualified to vote in **CITY** elections.

- 2.3 Conduct training as necessary.
- 2.4 Staff voting and tally boards, count ballots, and transmit the results to **CITY** within five (5) business days of each Election day.
- 2.5 Provide facilities for counting the ballots.
- 2.6 Provide facilities for obtaining replacement ballots for voters who misplace ballots, do not receive ballots, or spoil ballots in any way.
- 2.7 Provide translation, layout, and printing of ballots, ensuring that the return ballot envelopes are coded with a special postal code so that postal officials know to handle them with extreme care and promptness, and not to leave them unsecured.
- 2.8 Prepare the necessary registers for use in the election.
- 2.9 Provide an electronic file of all of the registered voters to William E. Doyle, a sole proprietor, doing business as Elections Operations Services, in time to meet all legal requirements and deadlines.
- 2.10 Provide publicity for last day to register, replacement ballots; drop off locations, and early voting availability and deadlines.
- 2.11 Provide to **CITY** an itemized statement of charges.

For polling place elections only: N/A

- 2.12 Establish polling place and provide staffing for the polling place election.
- 2.13 Provide facilities where voters may hand deliver ballots during regular business hours, Monday through Friday, throughout the balloting period, or during the hours of 6:00 a.m. to 7:00 p.m. on each Election Day.
- 2.14 Mail ballots, by first class mail, to every registered voter in the City of Flagstaff who is on the County's permanent early voting list or who has requested an early ballot pursuant to law. Ballots must be mailed within the statutorily required timeframes.

For mail ballot elections only:

- 2.15 Mail ballots, by first class mail, to every registered voter in the City of Flagstaff.
- 2.16 Mail a notice of election to every registered voter for the purpose of notifying voters of the mail ballot election and to clean up the election rolls.

SECTION 3: OBLIGATIONS OF CITY OF FLAGSTAFF

CITY, or its designated agent, agrees to:

- 3.1 Upon completion of the canvass, prepare and issue the Certificate of Results for the Primary and General Elections, if applicable.
- 3.2 Pay to **COUNTY**, on a reimbursement basis, the actual cost of the service provided including, but not limited to \$2.50 per registered voter in the special election and for the actual cost of outreach, and administrative services provided by **COUNTY** pursuant to this Agreement. **CITY** will pay **COUNTY** within thirty (30) days after presentation by **COUNTY** of demand for payment.
- 3.3 Submit before the Election, upon request from ELECTION OPERATION SERVICES, (EOS) a check payable to EOS for estimated election postage costs for the mailing of the special postcard notification and mailing of information pamphlets. In addition, **CITY** will pay EOS directly for costs associated with Spanish translations of voting information, the actual cost of informational pamphlets, notification postcards, ballots, materials, and other election services as needed, upon presentation of an itemized billing by EOS.
- 3.4 All books, accounts, reports, files, and other records of the **COUNTY** relating to the contract shall be subject at all reasonable times to inspection and audit by the **CITY** for three (3) years after completion of the contract.
- 3.5 Publish and/or post all legal notices required by statute.
- 3.6 Prepare and submit Voting Rights Act submissions to the U.S. Justice Department, if applicable.
- 3.7 Provide translation, layout, printing, and mailing of Informational Pamphlet.
- 3.8 Prepare and file a report to the Speaker of the House and President of the Senate regarding the Mail Ballot Election results as required by statute. Provide any other notices, including but not limited to notice of change to taxing district boundaries, required for the contract for elections.

SECTION 4: MANNER OF FINANCING AND BUDGETING

Each party represents that it has sufficient funds available in this current fiscal year budget to discharge the funding obligation imposed by this Agreement.

SECTION 5: TERMINATION

This Agreement shall terminate upon completion or resolution of all matters connected with the election, legal challenges excepted, or upon written notice by either party to the other within thirty days (30) prior to the election date. Should the elections which are the subject of this Agreement be challenged or questioned for any reason whatsoever, then **CITY** shall be solely responsible for the defense of the election, however, the County agrees to make its officers and

employees available to testify as witnesses in any litigation related to the Election and to make its officers and employees available for any reasonable preparation for any such litigation.

SECTION 6: INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney fees, (collectively referred to as "Claims") including those arising out of injury of any person, including bodily injury, death, or property damage, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees, charges, or volunteers.

SECTION 7: EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall be effective at the time of signing and shall terminate as provided in Section 5.

SECTION 8: SEVERABILITY

If any provision of this Agreement or application of this Agreement is held invalid, such invalidity shall not affect other provisions or applications of this Agreement.

SECTION 9: AUTHORITY TO CONTRACT

Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the Agreement.

SECTION 10: CONFLICT OF INTEREST

This Agreement is subject to Arizona Revised Statutes Section 38-511 and may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of either party is an employee, consultant, or agent of the other party to this Agreement.

SECTION 11: DISPUTE RESOLUTION

- 11.1 Resolution of Issues Raised by Third Parties. The Parties understand that from time to time members of the public may raise issues about the conduct of an Election. If requested by the City, the County agrees to provide a thorough written explanation of its procedures to address the concerns raised by a member of the public. The City will not request an explanation from the County until after the canvass of the election and the time period for filing an election challenge has passed. If an election challenge is filed by the member of the public who has raised issues about the conduct of an Election, or if the member of the public has brought or intends to bring any legal action to enforce election laws, this paragraph is not applicable.
- 11.2 Attorneys' Fees. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action will be

entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

SECTION 12: COMPLIANCE WITH ALL LAWS

COUNTY and **CITY** will comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement. If there is a dispute between the parties as to whether their actions are compliant with all applicable laws, the Parties may consult with the Secretary of State's Office to determine the formal or informal position of that office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2014.

CITY OF FLAGSTAFF

COCONINO COUNTY

MAYOR

COCONINO COUNTY RECORDER

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

ATTEST:

CITY CLERK

CLERK OF THE BOARD

In accordance with A.R.S. §11-952, the undersigned, as legal counsel for the City of Flagstaff, has reviewed the foregoing intergovernmental agreement and has determined that it is in appropriate form and is within the powers and authority granted to the CITY.

In accordance with A.R.S. §11-952, the undersigned, as legal counsel for Coconino County, has reviewed the foregoing intergovernmental agreement and has determined that it is in appropriate form and is within the powers and authority granted to the COUNTY.

CITY ATTORNEY

DEPUTY COUNTY ATTORNEY