



**Intergovernmental Agreement
FOR PROVISION OF SERVICES BY THE
COCONINO COUNTY ELECTIONS DEPARTMENT**

This Contract for Services is entered into this _____ day of _____, 2014 pursuant to A.R.S. 11-951 *et seq* between **COCONINO COUNTY**, for and on behalf of **COCONINO COUNTY ELECTIONS DEPARTMENT (CCED)**, a political subdivision of the State of Arizona, hereinafter referred to as **COUNTY**, and _____, hereinafter referred to as **JURISDICTION**, also a political subdivision of the State of Arizona.

WHEREAS, the COUNTY has authority under A.R.S. Title 16 and 19 to conduct elections and responsibility for establishing and staffing polling places, preparing and counting ballots, and providing voting equipment;

WHEREAS, the COUNTY RECORDER has the authority to maintain voter registration rolls and to conduct early balloting under A.R.S. 16-162 and A.R.S. Title 17, Ch. 4, Art. 8;

WHEREAS the JURISDICTION has the responsibility for conducting its own elections under A.R.S. Title 16;

WHEREAS, the JURISDICTION is authorized to contract with the board of supervisors and county recorder for election services under A.R.S. 16-408 and desires to use the election services of COUNTY to conduct its election as set forth below;

NOW THEREFORE, in consideration of the mutual agreements described herein, the parties agree as follows:

SECTION 1. Type of Election and Important Dates

COUNTY agrees to provide election services for the following elections:

PRIMARY ELECTION

- Date of Primary Election: <08/26/2014>**
- Early Voting Begins:..... <07/31/2014>**
- Last Day to Register to Vote :..... < 07/28/2014>**
- Last Day to Request Early Ballot by Mail :..... < 08/15/2014>**
- Last Day to Vote Early :..... < 08/22/2014>**

GENERAL ELECTION

Date of General Election: <11/04/2014>

Early Voting Begins:..... <10/09/2014>

Last Day to Register to Vote :..... < 10/06/2014>

Last Day to Request Early Ballot by Mail :..... < 10/24/2014>

Last Day to Vote Early :..... < 10/31/2014>

SECTION 2. CONTACT PERSONS FOR JURISDICTION

Contact Name: _____

Legal Counsel: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Fax: _____

Fax: _____

E-mail : _____

E-mail: _____

Cell Phone: _____

SECTION 3: PURPOSE

The purpose of this contract is to secure the services of COUNTY, as enumerated in Section 4, for the preparation and conduct of the election described above.

SECTION 4: SERVICES TO BE PERFORMED BY COUNTY

The Coconino County Elections Department (CCED), or its designated agent, agrees to:

1. PRINTING

The statutory required amount of ballots will be designed, ordered and printed through CCED, so that the election can use the Diebold AccuVote Optical Scan Voting System.

2. TRANSLATION

SPANISH: Translation of ballot text shall be provided by CCED. The jurisdiction is responsible for ensuring the CCED Spanish translation of the ballot text also appears in the Information Report, Publicity Report and Sample Ballot.

NATIVE AMERICAN: If a portion of the jurisdiction is located on an Indian Reservation, all election related materials must be translated into the Native American language. CCED will provide Navajo language translation for the ballot.

3. BALLOTS

- A. CCED will have Official Ballots printed and distributed to the early voting sites and the polling places:
- B. JURISDICTION will provide CCED with final ballot language at least 90 days prior to election day.
- C. After 90 days prior to election day, JURISDICTION will pay \$100 per change to CCED for any changes or alterations to final ballot language.
- D. CCED shall provide the JURISDICTION a ballot proof. The JURISDICTION shall have three days to notify CCED of any corrections to the ballot because of errors or omissions.

4. POLL WORKERS

CCED will recruit, train, provide and pay Election Board Workers to conduct the polls on Election Day.

5. POLLING PLACES

CCED will designate and arrange for the polling places. (This includes reserving each site and mailing an agreement to each polling location.)

6. REGISTERS AND ROSTERS

- A. CCED will provide precinct registers and signature rosters.
- B. CCED voter lists, registers and files contain restricted Data – release or distribution of all or any portion of such information is restricted and in some cases prohibited by law, subject to criminal prosecution.

7. ELECTION DAY SUPPLIES

CCED shall deliver and pick up polling place supplies.

8. LOGIC AND ACCURACY TEST

- A. CCED will conduct the Logic and Accuracy Test of vote tabulating equipment.
- B. CCED will publish notice of the Logic and Accuracy Tests.

9. EARLY VOTING

CCED will conduct early voting by mail and in person at locations designated by CCED.

SECTION 5: OBLIGATIONS OF JURISDICTION

JURISDICTION, or its designated agent, agrees to:

1. Pay the following costs to CCED:

\$2.00 per registered voter, except as provided below, plus:

- * Actual cost of Native American Outreach
- * Postage **ADVANCED** by entity to Vendor of CCED's choice if needed for mailing the information pamphlet

2. Publish and/or post all legal notices required by statute.
3. Prepare, print and mail any required informational pamphlet.
4. If a change in taxing district boundaries occurs, notify the Department of Revenue by November 1 pursuant to ARS §42-17257

SECTION 6: 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 Contract.

SECTION 7: TERMINATION

This Contract shall terminate upon resolution of all matters connected with the elections, legal challenges excepted, or upon written notice by either party to the other within thirty (30) days prior to the election date(s). Should the election herein be challenged or questioned for any reason whatsoever, then, subject to the Jurisdiction's right of indemnification under Section 8 of this Contract, the Jurisdiction shall be solely responsible for the defense of said election, provided that the County shall cooperate in the defense of such challenge and shall provide its officers and employees as necessary to testify in any proceedings arising from the challenge.

SECTION 8: INDEMNIFICATION OF COUNTY AND DISTRICT

To the extent permitted by law, each party agrees to hold the other party harmless and to indemnify the other for any loss, liability or damage arising from any action, omission or negligence of each party's employees, officers or agents, regarding the performance of this Contract.

SECTION 9: EFFECTIVE DATE AND TERM OF AGREEMENT

This Contract shall become effective from and after the date of its execution and shall terminate as provided in Section 7.

SECTION 10: CANCELLATION

This agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

SECTION 11: SEVERABILITY

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

SECTION 12: DISPUTE RESOLUTION

A. 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 Jurisdiction, CCED agrees to provide a thorough written explanation of its procedures to address the concerns raised by a member of the public. The Jurisdiction will not request an explanation from CCED 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.

B. 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 13: COMPLIANCE WITH ALL LAWS

CCED and Jurisdiction will comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, including but not limited to the applicable portions of the Arizona State Elections Manual 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 governing bodies of each of the parties hereto have approved this agreement by resolution adopted on the dated given below.

JURISDICTION:

COCONINO COUNTY:

Date of adoption: _____

Date of adoption: _____

(Signature of Authorized Agent)

Coconino County Recorder

(Title of Authorized Agent)

Matt Ryan, Chairman
Board of Supervisors

ATTEST:

Clerk of the Board

Reviewed and approved by legal counsel and found to be within the authority of the governing body to adopt:

Attorney for Jurisdiction

Deputy County Attorney