

RESOLUTION 2017-08

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF TUSAYAN ("TOWN"), APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN AND COCONINO COUNTY ("COUNTY") FOR ELECTION SERVICES.

WHEREAS, the Town will hold a Referendum Election on November 7, 2017; and,

WHEREAS, the County has authority under A.R.S. Titles 16 and 19 to conduct elections; and

WHEREAS, the Town is authorized to contract with the County Board of Supervisors and the County Recorder for election services under A.R.S. 16-408 and desires to use the election services of the County to conduct its election.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Town hereby approve that certain Intergovernmental Agreement by and between the Town and the County for Election Services for the November 2017 Elections.

PASSED, ADOPTED, AND APPROVED by the Mayor and Council of the Town of Tusayan, Coconino County, Arizona this 9th day of August, 2017.

APPROVED:

Craig Sanderson, Mayor

Date: _____

ATTESTED:

Approved as to form:

Susan Kerley, Interim Town Clerk

William J. Sims III, Town Attorney

**INTERGOVERNMENTAL AGREEMENT
for
BALLOT-BY-MAIL ELECTION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”), is made on this _____ day of _____, 2017, by and between COCONINO COUNTY, a political subdivision of the State of Arizona by and through its duly elected BOARD OF SUPERVISORS and RECORDER (collectively the “COUNTY”), with offices located at 219 E. Cherry Ave., Flagstaff AZ 86001, and _____, a political subdivision of the State of Arizona by and through its duly elected _____, with offices located at _____ (the “JURISDICTION”), pursuant to their authority under Arizona Revised Statutes § 11-952.

WHEREAS, pursuant to A.R.S. §16-408 (D) the governing body of any election district authorized to conduct an election may enter into an agreement with a County Board of Supervisors and County Recorder for election services with the contracted cost of such special elections to be a charge against the election district; and,

WHEREAS, pursuant to A.R.S. §16-409 and §16-558, cities, towns, school districts, and special districts are authorized to conduct elections by mail ballot, herein referred to as a “ballot-by-mail election”; and,

WHEREAS, The COUNTY is willing to provide election services to election districts wishing to conduct ballot-by-mail elections; and

WHEREAS, the JURISDICTION wishes to enter into an agreement with the COUNTY for the provision of ballot-by-mail election services subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth below, the COUNTY and JURISDICTION agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date services are rendered by the County and shall continue in full force and effect until December 31, 2017 unless terminated as provided herein.

2. Termination

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- a. **Unilateral Termination.** This Agreement may be terminated with or without cause by either Party upon 30 days written notice to the other Party of intent to terminate, provided, however, that the Agreement may not be unilaterally terminated by either party within 90 days of the date of an election for which the COUNTY would otherwise be providing services pursuant to this Agreement.
- b. **Termination by Mutual Agreement.** This Agreement may be terminated at any time by mutual agreement of the Parties.
- c. **Termination for Breach.** In the event of a breach of any term or condition of this agreement, the Party claiming breach shall provide written notice to the other Party specifying the factual basis for the claim that a breach has occurred. If the breach is not remedied within fifteen (15) days of receipt of notice by the Breaching Party, the Non-breaching Party may terminate this Agreement without further notice.

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d. Property Disposition. Any property purchased by either Party to fulfill its obligations under this Agreement shall remain the property of the purchasing Party upon termination of the Agreement.

3. Provision of Election Services. The COUNTY hereby agrees to provide election services to the JURISDICTION for all consolidated election dates during the effective term of this Agreement. The Agreement shall apply to all categories of elections including, but not limited to primaries, general elections, special elections, bond elections and override elections. Services to be provided by the COUNTY, and those that remain the responsibility of the JURISDICTION, are set forth in the Elections Task Schedule attached to this Agreement as Exhibit 1, incorporated herein by reference.

4. Limitation on Eligible Elections. It is understood and agreed that the services to be provided pursuant to this Agreement shall be provided exclusively for ballot-by-mail elections when such method of conducting an election is authorized by Arizona law.

5. Compensation. The JURISDICTION shall compensate the COUNTY for election services provided pursuant to this Agreement in accordance with the fees set forth in the Election Fee Schedule attached to this Agreement as Exhibit 2, incorporated herein by reference. The COUNTY reserves the right to adjust election-service fees at any time during the effective term of this Agreement upon written notice to the JURISDICTION. The COUNTY will issue an invoice to JURISDICTION at the end of the election and the JURISDICTION will pay such invoices within thirty (30) days after receipt of an invoice.

6. Additional Responsibilities. While the COUNTY will use its best efforts to provide election services pursuant to this Agreement in a capable and competent manner, it shall ultimately be the responsibility of the JURISDICTION to confirm that all legal requirements have been met and that all other activities related to a given election are carried out as required. The COUNTY will provide to the JURISDICTION in advance all forms, schedules, documents and other information pertaining to each election conducted pursuant to this Agreement for the JURISDICTION's review and approval. The JURISDICTION shall provide to the COUNTY all informational materials or other election-related documents generated by the JURISDICTION for review and comment by the COUNTY prior to the distribution of such materials or documents.

7. Mutual Indemnification. The JURISDICTION hereby agrees to save, hold harmless and indemnify the COUNTY, its officers, employees and agents from any and all claims, lawsuits, judgments or other costs arising out of JURISDICTION'S performance pursuant to this Agreement. The COUNTY hereby agrees to save, hold harmless and indemnify the JURISDICTION, its officers, employees and agents from any and all claims, lawsuits, judgments or other costs arising out of COUNTY'S performance pursuant to this Agreement.

8. Contact Information. Communications regarding services provided pursuant to this Agreement shall be directed to the following:

COUNTY:

Mark Mayrand

JURISDICTION:

Contact

Coconino County Elections Administrator

Mailing

Address: _____

110 E Cherry Ave

Flagstaff, AZ 86001

Phone: (928) 779-6872

Phone: _____ Fax: _____

Fax: (928) 779-6739

E-mail: _____

E-mail: mmayrand@coconino.az.gov

9. Conflict of Interest. This Agreement is subject to the ARS §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.

10. Amendments and Entirety of Agreement. This Agreement together with the attached exhibits referenced herein constitutes the entire Agreement between the Parties relating to Election Services for Ballot-by-Mail elections. This Agreement may be modified and/or amended only if in writing and approved by the governing boards and legal counsel for each Party.

11. Dispute Resolution. If a dispute arises out of this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation using the Alternative Dispute Resolution program of the Coconino County Superior Court. Each Party agrees to bear its own costs in mediation.

JURISDICTION

COUNTY

(Signature of Authorized Agent)
Recorder

Patty Hansen, County

(Title of Authorized Agent)
Chairwoman

Elizabeth C. Archuleta,

Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

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

**BALLOT-BY-MAIL ELECTION SERVICES AGREEMENT
ELECTIONS TASK SCHEDULE**

Responsibilities for the conduct of elections pursuant to the Coconino County Ballot-by-Mail Services Agreement are allocated as follows:

TASK		TO BE PERFORMED BY:	
		COUNTY	JURISDICTION
Call of Election			X *
Legal Advertising, Notices, etc. (also, non-resident voters)			X *
Information Pamphlet (If needed)			X
Contact Printer; Order ballots or labels		X	
Provide official ballot language (Including Spanish translation)			X**
Final Approval on ballot proof (County needs copy of approval)			X ***
Logic & Accuracy (L&A) Test notice to the newspaper		X	
Perform L&A testing (Representative of Jurisdiction may be present)		X	
Mailing of Ballots (Ballots will be mailed to all qualified electors beginning within the allowed statutory time period A.R.S. 16-558.01)		X	
Processing of ballots		X	
Providing Replacement Ballots		X****	
Signature Verification	Ballot affidavit signature comparison	X	
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Signature Verification	Provisional ballots	X	
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Submit final election results to the appropriate authority for canvassing the election results.			X
Upon completion of the canvass, request the Clerk of the Board of Supervisors or the officer in charge of the election to prepare and issue the Certificates of Election.			X
If a change in taxing district boundaries occurs, notify the Department of Revenue by November 1 pursuant to ARS §42-17257.			X

* For a countywide election, the County is responsible for this task.

** The County can provide Spanish language translation if the jurisdiction is unable to do so. The county will bill the jurisdiction the actual cost for these services.

*** For a countywide election, jurisdiction is only responsible for proofing their portion of the ballot.

**** For jurisdiction election, the County may provide replacement ballots for persons wishing to obtain a replacement ballot in-person at agreed upon location(s) within the geographic boundaries of the jurisdiction.

PERFORMANCE OF TASKS AS OUTLINED ABOVE MAY HAVE SIGNIFICANT IMPACTS ON THE CONDUCT OF AN ELECTION AND MAY HAVE SIGNIFICANT LEGAL CONSEQUENCES

AS WELL. PARTICIPATING JURISDICTIONS ARE ADVISED TO:

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1. CAREFULLY REVIEW THE ALLOCATION OF TASKS AND TO DIRECT ANY QUESTIONS TO THE COCONINO COUNTY ELECTIONS DEPARTMENT.
2. MAINTAIN CLOSE CONTACT WITH THE COCONINO COUNTY ELECTIONS DEPARTMENT PRIOR TO, DURING AND AFTER ELECTIONS.
3. REFER ANY QUESTIONS REGARDING ELECTION-RELATED LEGAL ISSUES TO THE JURISDICTION'S LEGAL COUNSEL.

Exhibit 2

**BALLOT-BY-MAIL ELECTION SERVICES AGREEMENT
ELECTIONS FEE SCHEDULE**

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The following fees will apply to elections conducted by Coconino County.

*** \$2.50/per registered voter**

*** Actual cost of Native American Voter Outreach activities & services (if applicable)**

. Actual cost of Spanish translation of ballot language (if applicable)

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