

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE COUNTY OF YUMA,
THE YUMA COUNTY RECORDER,
AND THE
CITY OF YUMA

FOR THE PROVISION OF ELECTION SERVICES

THIS AGREEMENT is entered into _____, 20____, between COUNTY OF YUMA (the "COUNTY"), acting by and through its duly elected governing body, the YUMA COUNTY RECORDER (the "RECORDER"), and the City of Yuma, an Arizona municipal corporation ("the CITY"). The COUNTY, the RECORDER, and the CITY are sometimes individually referred to herein as the "Party" and collectively as the "Parties".

I. RECITALS

1. The COUNTY owns and operates voting equipment and ballot tabulating equipment and employs certified Election Officials.
2. The RECORDER is required by Arizona Revised Statutes § 16-172 to enter into this Agreement if the CITY requests the use of County registration rolls to conduct an election, and, by seal and signature below, has resolved to enter into this Agreement.
3. The COUNTY is empowered by Arizona Revised Statutes § 11-251 and § 11-952 to enter into this Agreement and has by appropriate Board action, determined to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the COUNTY.
4. The CITY is empowered by Arizona Revised Statutes § 11-952 and by Article III, Section 13 of the Yuma City Charter to enter into this Agreement.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1. The **COUNTY will**:
 - a. Make available any and all support services, materials and supplies, including but not limited to: ballot cards, voting equipment, vote tallying equipment, precinct supplies, precinct personnel, precinct signature rosters, counting center personnel, early board processing personnel, and such other election materials, supplies and personnel as may be required to conduct an election on behalf of the City as prescribed by law. For purposes of this agreement, the definition of "precinct" shall include any lawfully established voting center as prescribed by Arizona Revised Statutes § 16-411, as amended.

- b. No later than forty-five (45) days before the scheduled City election, provide the CITY with a list of polling locations and a list of poll workers for approval by the City Council of the City of Yuma.
- c. Conduct logic and accuracy tests as required by law and publish all legal notices in connection therewith.
- d. Perform tabulation, prepare unofficial election results and transmit to the CITY, through the Clerk or the Clerk's designee.
- e. Not announce City candidate or ballot measure results without prior, written authorization from the City.
- f. Provide all County Election Services Department personnel necessary to effectively administer the CITY's election.
- g. At all times comply with all federal, state, and local laws and regulations regarding the conduct of elections.
- h. Upon completion of the CITY's election, present to the CITY a detailed, itemized statement of charges incurred and billable amounts for the actual charges incurred as a direct result of the City election, per the Election Services Fee Schedule in effect on the date of scheduled City election.

2. The **RECORDER will:**

- a. Ensure that the County registration rolls necessary for the COUNTY to conduct an election on behalf of the CITY be provided to the COUNTY at least forty-five (45) days in advance of such election, with supplementation of the rolls provided as soon as possible after the last day an elector may register to vote, as set forth in Arizona Revised Statutes § 16-120, as amended, preceding the election, and with further supplementation as may be necessary to conduct early voting.
- b. Handle all early balloting for the CITY election, including early voting requests, early ballot mailers, on-site early voting, signature verification and other early voting supplies and services that may be necessary.
- c. Upon completion of an election, present to the CITY a detailed, itemized statement of charges incurred to conduct early voting and billable amounts for the actual costs incurred as a direct result of the City election.
- d. Provide RECORDER personnel necessary to effectively administer early voting and other related services.

3. The **CITY will:**

- a. Contact the County no later than 120 days prior to election date to conduct the election.
- b. Create, translate, print and mail all CITY publicity pamphlets.
- c. Publish all legal notices in connection with a CITY election with the exception of the logic and accuracy testing notification as described in Section 1(c) of this Agreement.
- d. At all times comply with all federal, state, and local laws and regulations regarding the conduct of elections.
- e. Reimburse the COUNTY for all charges for election materials, supplies, equipment and personnel required in direct support of the CITY election and clearly outlined in a detailed, itemized statement of charges within sixty (60) days of submittal to the CITY of a reimbursement request by the COUNTY. The CITY shall establish and maintain a budget covering the payment of all such charges.
- f. Reimburse the RECORDER for the actual additional costs incurred by the RECORDER in the preparation of any lists, electronic data compilations or early voting supplies and services required under this Agreement within sixty (60) days of submittal to the CITY of a reimbursement request by the RECORDER.

III. DURATION OF AGREEMENT

1. This Agreement shall be effective as of the "Effective Date", as defined in this agreement, and shall remain in full force and effect for a term of five (5) years from the Effective Date ("Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for one (1) successive five year term, unless (i) any party provides one-hundred and twenty (120) days' written notice to the other parties of its intent to not renew at the end of the Initial term or (ii) this Agreement terminated as otherwise provided in this Agreement.
2. This Agreement can be terminated at any time by any party, with or without cause, upon one-hundred and twenty (120) days' written notice to the other parties. Upon termination of this Agreement, all property or equipment used by the parties in the performance of their responsibilities under this Agreement shall remain the property of the party that purchased the property or equipment.

IV. MISCELLANEOUS PROVISIONS

1. This Agreement may be canceled in accordance with the provisions Arizona Revised Statutes § 38-511, regarding Conflicts of Interest.
2. The COUNTY as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, and the RECORDER, engaged in the performance of its mandatory statutory duties, and the CITY, as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, all avow to the other that each has obtained and has in full force and effect a public entity liability policy relating to the faithful performance of their respective duties under this Agreement.
3. The provisions of the Records and Disposition Schedule promulgated by the Arizona Department of Library, Archives and Public Records, approved May 6, 2010, as amended, pertaining to the 3-year record retention by the RECORDER of receipts of fees are applicable to this Agreement.
4. This Agreement shall become effective upon filing with the RECORDER's office.
5. If the parties mutually agree, claims, disputes or other matters in question may be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Demand for arbitration must be filed in writing with the other parties to this Agreement.
6. All notices or demands upon any party to this Agreement, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Yuma County Elections Department
198 South Main Street
Yuma, Arizona 85364

Yuma County Recorder
410 South Maiden Lane
Yuma, Arizona 85364

City of Yuma Attn: Office of the City Clerk
One City Plaza
Yuma, Arizona 85364

7. The CITY is responsible for all liability, damages or expenses involved in defending challenges to the CITY election arising out of the actions of the CITY and its officials, employees and agents.
8. E-verify requirements. To the extent applicable under Arizona Revised Statute § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and

regulations that relate to their employees and compliance with the E-verify requirements under Arizona Revised Statutes § 23-214(A). The party's breach of the above -mentioned warranty shall be deemed a material breach of the Agreement and the non-breaching party may terminate the Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

9. **WORKER'S COMPENSATION:** An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue.

Pursuant to A.R.S. § 23-1011, each party shall post a notice in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purpose of worker's compensation."

10. To the extent applicable, the Parties shall comply with all laws and regulations, including, but not limited to, title VII of the Civil Rights Acts of 1964, as amended, the Age of Discrimination in Employment Act and the State Executive Order No. 2009-09 which mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities, all parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in employment or advancement of qualified persons because of physical or mental handicap, with all federal regulations regarding equal employment opportunity, with relevant orders issued by the U.S. Secretary of Labor and with all applicable provisions of the American with Disabilities Acts (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 C.F.R. parts 35 and 36.
11. To the fullest extent allowable by law, each Party (the "Indemnitor") agrees to indemnify, defend, and hold harmless the other Parties, and the other Parties' departments, agencies, agents, officials, officers, directors, employees, and volunteers (collectively "Indemnitee") for, from and against any and all claims, liabilities, demands, damages, losses, and expenses, including attorneys' fees and litigation expenses, to which Indemnitee may become subject, under any theory of liability whatsoever, (collectively "Claims") whether real or asserted, resulting from and/or arising out of Indemnitor's intentional, reckless, or negligent acts, directives, mistakes, errors, or omissions in performance or non-performance of any provisions of this Agreement, except to the extent such Claims arise out of or are based

upon the acts, mistakes, errors, or omissions of Indemnitee. This indemnification provision shall apply to any and all any intentional, reckless, or negligent acts, mistakes, directions, errors, or omissions of Indemnitor's departments, officers, employees, contractors, and independent contractors.

12. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture, or employment relationship between the Parties, or between the Parties employees. No Party shall be held liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including, without limitation, the other Parties' obligation to withhold social security and income taxes for itself or any of its employees.
13. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of the state agencies required by statutes and executive order. The venue for any disputes concerning this Agreement shall take place in Yuma County, Arizona.
14. The Parties shall not assign this Agreement without the prior written consent of the other Parties.
15. This Agreement contains the entire understanding of the Parties and shall supersede any and all previous agreements between the Parties regarding the weekend initial appearance services as set forth in this Agreement. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signing by the parties to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year below written, and is effective upon filing with the Office of the Yuma County Recorder ("Effective Date").

YUMA COUNTY

YUMA COUNTY RECORDER

Under my and seal,

(Chairman)
Yuma County Board of Supervisors

ROBYN STALLWORTH POUQUETTE
Yuma County Recorder

This ____ day of _____, 20__.

This ____ day of _____, 20__.

Attest:

SUSAN K. THORPE
Clerk of the Board

CITY OF YUMA

GREGORY K. WILKINSON
City Administrator

This ____ day of _____, 20__.

Attested by:

LYNDA L. BUSHONG
City Clerk

Pursuant to Arizona Revised Statutes § 11-952, the foregoing Agreement has been submitted to the undersigned counsel who has determined that this Agreement is in property form and is within the powers and authority granted under the laws of the State of Arizona to the County of Yuma, the County Recorder, and to the _____.

JON R. SMITH
YUMA COUNTY ATTORNEY

RICHARD W. FILES
CITY ATTORNEY

Dated

Dated