


JANUARY 29, 2018

MEMORANDUM TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
THROUGH: BRYANT POWELL, CITY MANAGER
THROUGH: KATHLEEN CONNELLY, CITY CLERK 
FROM: JAN MASON, DEPUTY CITY CLERK
SUBJECT: AGENDA ITEM FOR FEBRUARY 20, 2018 - ELECTION SERVICES AGREEMENT (PINAL COUNTY)

We have received the Election Services Intergovernmental Agreement from Pinal County for the primary election on August 28, 2018 and the general, if needed, on November 6, 2018. We are required to have the approved intergovernmental agreement to the county at least 120 days prior to the election so that we both meet all of our legal requirements.

Pinal County prior to the 2016 election charged the city on a cost per item basis which had not increased over the years other than postage. It was dependent on the number of registered voters and early ballot voters. The March 2013 primary had a cost of \$31,847.80 and the May general had a cost of \$28,072.74. With the advent of the consolidated election, in 2016 Pinal County charged 75 cents per voter and did not break it down on a cost per item basis. The cost of the August 2016 primary election was \$17,229.00 and the cost of the November 2016 general election was \$17,767.50.

These amounts reflect only Pinal County election charges. They do not include election-related charges from Maricopa County, legal advertising costs, publicity pamphlet preparation, Spanish translations, postage for the publicity pamphlet and sample ballots, etc.

To be completed by Municipality:

Contact name KATHLEEN CONNELLY

Title CITY CLERK

Address CITY OF APACHE JUNCTION
300 E. SUPERSTITION BLVD, APACHE
JUNCTION, AZ 85119

Phone Number 480-474-5061

Completed Agreement filed and returned to:
Pinal County Elections Dept.
P. O. Box 1592
Florence, AZ 85132

**INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF SERVICES
BY THE PINAL COUNTY ELECTIONS
AND RECORDER DEPARTMENT**

THIS AGREEMENT is entered into this 20TH day of FEBRUARY, 2018,
between Pinal County, a political subdivision of the State of Arizona, hereinafter referred to as "County",
and CITY OF APACHE JUNCTION, hereinafter referred to as "Municipality".

WHEREAS, A.R.S. Section 11-952 allows public agencies to contract for services and enter into agreements; and,

WHEREAS, Municipality may hold Special/Regular elections for bond issues, recalls, overrides, etc. pursuant to A.R.S. Sections 9-231, 9-523, 19-201 et seq., and,

WHEREAS, County is authorized, pursuant to A.R.S. Sections 11-251 (3), 16-172, and 16-511, et seq., to perform services concerning elections, and,

WHEREAS, County and Municipality have determined that the use of certain services of the Pinal County Elections Department and the Pinal County Recorder's Office is in the public interest, and the County agrees to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants of and stipulations set forth herein, the parties agree as follows:

1. The purpose of this Agreement is to secure the services of the County for the preparation and conduct of PRIMARY AND GENERAL election (s) to be held on AUGUST 28, 2018 AND NOVEMBER 6, 2018,
Name of election Date of election

2. The Services provided by the County Elections Department are:

- a. Prepare ballot formats for the Municipality to be approved by the Jurisdiction.
- b. Provide the sample ballots with the Municipality measures' positions according to precincts within the boundaries of the Municipality.
- c. Provide sample ballots, if required, for public distribution and issue them through the Municipality.
- d. Provide ballots to be used in each precinct, which will allow qualified electors to vote for the Municipality Candidates and/or Measures.
- e. Conduct logic and accuracy tests as required by law and publishing all legal notices in connection therewith.
- f. Tally official results of the election(s), utilizing paper ballots or electronic ballot counting equipment as mutually agreed upon between Municipality and County.
- g. Cause the precinct election boards to utilize the copies of precinct registers, prepared from the records of the County Recorder, for the purpose of identifying the electors qualified to vote in the above-mentioned election(s).

3. The Services provided by the County Recorder are:

- a. Provide copies of precinct registers of qualified electors for precincts contained partially or wholly within the Municipality limits. Said registers shall be prepared from the voter registration records of the County Recorder

b. Early Voting – Indicate only one below:

Municipality authorizes County Recorder to handle all Early Voting Functions.

Municipality will be handling Early Voting functions. The County Recorder will provide the following:

- ◆ A list of qualified electors who are eligible to vote early: such lists are to be used solely by the Municipality for Early Voting, or such other election related purposes as may be specifically authorized by law.
- ◆ A list of permanent early voters within the Municipality that are to automatically be mailed an early ballot. Said lists shall be generated from the voter registration records of the County Recorder.

- 4. Obligation of Municipality. The Municipality or designate thereof agrees to:**
- a. Provide the Elections Department with a certification of the measures to appear on the official ballot for the Special/Regular election.
 - b. Provide a certified list of measures and the order of appearance of the measures to the Elections Department ninety (90) days prior to the election.
 - c. Provide nomination petitions and other necessary information to prospective candidates for council positions.
 - d. Accept candidates' nomination documents for filing.
 - e. Accept candidates' financial disclosure statements.
 - f. Accept all campaign finance statements and expenditure reports from candidates and/or candidates' campaign committees.
 - g. Provide the County Elections Office with the names of any Write-in candidates as prescribed by law.
 - h. Prepare and Issue certificates of the result of the election.
 - i. Publish all legal notices in connection with a municipal election with the exception of the logic and accuracy test notification as described in Section 2(e) of this agreement.
 - j. If the Municipality chooses to conduct their own early voting, provide the County Recorder, upon receipt and prior to processing early ballots, copies of the complete Applications of Early Ballots for signature comparison by the County Recorder or other officer in charge of elections as required by A.R.S. Section 16-550(A). These copies can be provided by mail, hand delivery, or fax as time constraints dictate.
 - k. Pay to County, on a reimbursable basis, all costs of personnel, election materials, and supplies expended by County pursuant to this Agreement. Municipality will make said payment to County within fourteen (14) days after presentation by County of demand for said payment.
 - l. If the Municipality chooses to conduct their own early voting, a list of all "Inactive Status" electors who voted in the election pursuant to A.R.S. Section 16-583 shall be provided to the County Recorder.
 - m. Agree to be a point of contact regarding conditional provisional ballots – in that a voter of a conditional provisional ballot can take an acceptable type of personal identification to qualify the subject conditional provisional ballot; document what type of identification is provided indicating any identification numbers and issue dates; provide a daily receipt of identification forms from conditional provisional ballot holders by the Municipality

Clerk's office that will be forwarded to the Voter Registration Department of the Pinal County Recorder. This can be done by fax or hand-carried.

5. **Manner of Financing and Budgeting.** Each party represents that it has sufficient funds available in its current fiscal year budget to discharge the funding obligation imposed by this Agreement, and agrees that such funds shall be solely available therefore.
6. **Termination.** This Agreement shall terminate upon all matters connected with the election being resolved, legal challenges excepted or upon written notice by either party to the other within thirty (30) days of the effective date of this Agreement. Should the election herein be challenged or questioned for any reason whatsoever, then, in such event, Municipality shall be solely responsible for defending, legally or otherwise, said election.
7. **Indemnification of County.** To the extent allowed by law, the County agrees to indemnify and hold harmless the Municipality from all injuries to persons or property caused by the acts or omissions of the County arising out of the County's activities under this Agreement. To the extent allowed by law, the Municipality agrees to indemnify and hold harmless the County from all injuries to persons or property caused by the acts or omissions of the Municipality arising out of the Municipality's activities under this Agreement.
8. **Conflict of Interest.** The parties have been advised of and are aware that the Pinal County Attorney's Office represents both Pinal County and also the Municipality and have been informed to seek the advice of outside counsel. The parties expressly and mutually waive any adverse interest that may exist and also waive any allegations of conflict of interest by the Pinal County Attorney's Office and expressly approve of the Pinal County Attorney's Office dual representation.
9. **Effective Date and Term of Agreement.** This Agreement shall be effective upon approval by the Pinal County Board of Supervisors, and shall terminate as provided in 6 above.

- 10. Nondiscrimination.** The parties shall comply with Executive Order 2009-9 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.
- 11. Severability.** If any provisions of this Agreement or application thereof to the County, Municipality, person or circumstances is held invalid; such invalidity shall not affect other provisions or applications of this Agreement, which can be given effect, without the invalid provision or application and to the end the provisions of the Agreement are declared to be severable.
- 12. E-Verify/Immigration.** The parties warrant and represent to each other that they are in compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. Sections 41-4401 and 23-214, and all other federal and state immigration laws and regulations.
- 13. Cancellation.** This Agreement may be canceled by either party for conflict of interest pursuant to A.R.S. Section 38-511.
- 14. Governing Law.** This Agreement shall be construed under the laws of the State of Arizona and by applicable federal law.
- 15. Entire Agreement.** This Agreement contains the entire agreement between parties concerning its subject matter and any amendment to this Agreement shall not be made except by mutual written agreement of the parties.
- 16. Notices.** All notice required by this Agreement, such as notice of termination, shall be sent by U.S certified mail, return receipt requested, or delivered by hand to the party at the address indicated or such other address requested by notice to the other party. A notice shall be considered given when received.

County: Pinal

Municipality: CITY OF APACHE JUNCTION

Name, Title: Pinal County Elections Dept.

Name, Title: KATHLEEN CONNELLY, CITY CLERK

Address: P. O. Box 1592, Florence, AZ 85132

Address: 300 E. SUPERSTITION BLVD,
APACHE JUNCTION, AZ 85119

Notwithstanding the above, any routine communications between the parties that do not affect the rights of obligations of the parties, such as communications regarding the election(s), results, canvass, or otherwise may be sent and received via email.

- 17. Waiver.** A waiver by either party of any of the terms, conditions and covenants to be performed by the other shall not be construed to be a waiver of any succeeding breach, nor of any other term, condition, or covenant contained in this Agreement.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement the day and year first above written.

MUNICIPALITY

PINAL COUNTY

JEFF SERDY
Printed Name (Mayor)

BY: _____
Michele Forney
Pinal County Elections Director

BY: _____
Name/Title

PINAL COUNTY BOARD OF SUPERVISORS

ATTEST:

BY: _____
Chairman

BY: _____
Clerk, Municipality

Approved as to form:
And within the powers and authority granted under the laws of this State to the District

ATTEST:

BY: _____
1.31.18
Attorney, Municipality

BY: _____
Clerk, Board of Supervisors

Approved as to form:

BY: _____
Deputy County Attorney