



Resolution

NO. 1035

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND YUMA COUNTY ARIZONA FOR ELECTION SERVICES

Whereas, the City of San Luis desires to enter into an intergovernmental agreement with Yuma County, Arizona for the provision of election services; and

Whereas, the parties to the Intergovernmental Agreement desire to enter said agreement; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the Intergovernmental Agreement, as attached hereto as Exhibit "A", is hereby approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 12th day of February, 2014.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cuello, City Clerk

APPROVED AS TO FORM:

Glenn Gimbut, City Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE COUNTY OF YUMA
THE YUMA COUNTY RECORDER
AND
THE CITY OF SAN LUIS
FOR THE PROVISION OF ELECTION SERVICES
FOR THE FISCAL YEARS
2014 - 2018**

THIS AGREEMENT is entered into _____, 2014, between **COUNTY OF YUMA** (the "COUNTY"), acting by and through its duly elected governing body), the **YUMA COUNTY RECORDER** (the "RECORDER"), and **CITY OF SAN LUIS** (the "CITY"), acting by and through the duly elected governing body.

1. RECITALS

1. The COUNTY owns and operates voting equipment and ballot tabulating equipment and employs certified Election Officials.
2. The CITY seeks to participate in consolidated elections and pursuant to Arizona Revised Statutes § 16-205(C), the CITY and COUNTY wish to enter into this Agreement.
3. 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.
4. The CITY is required by Arizona Revised Statutes §16-172 to enter into this Agreement if the CITY requests the use of the County registration rolls to conduct an election, and has, by proper City Council action, determined to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the CITY.
5. The COUNTY is empowered by Arizona Revised Statutes §11-251 and §11-952 to enter into this Agreement and has by appropriate Board action, authorized the undersigned to execute this Agreement on behalf of the COUNTY.
6. The CITY is empowered by Arizona Revised Statutes §11-952 to enter into this Agreement, and has, by appropriate City Council action, authorized the undersigned to execute this Agreement on behalf of the CITY.

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

II. SCOPE

1. The **COUNTY** will:

- a. Make available to the CITY support services, materials and supplies, including but not limited to: ballot cards, voting equipment, vote tallying equipment, vote center supplies, electronic voter registers and rosters, counting center personnel, early board processing personnel, and such other election materials, supplies and personnel as may be required for the conduct of the election as prescribed by law.
- b. Provide to the CITY a list of voting centers⁺ and a list of poll workers for approval by the City Council.
- 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 Clerk, or designee. Defer to the City for announcement of candidate results due to San Luis City Charter requirements.
- e. Provide Election Department personnel necessary to effectively administer an election.
- f. At all times comply with the laws and regulations regarding the conduct of elections.
- g. Upon completion of an election, present to the CITY a detailed, itemized statement of charges incurred as a result of the election.

2. The **RECORDER** will:

- a. Ensure that the County registration rolls necessary for the CITY to conduct an election be provided to the CITY at least forty-five (45) days in advance of such election, with supplementation of the rolls provided at least once, as soon as possible after the twenty-ninth (29th) day preceding the election, and with further supplementation as may be necessary to conduct early voting or, with further supplementation as

necessary, to conduct an all mail ballot election, in the event such an election is authorized by the CITY.

b. Ensure that an electronic data compilation, such as a computer tape, of the registration rolls be provided to the CITY within ten (10) days of a request by the CITY, for use by the CITY to prepare mailing labels or for such other election purposes as the CITY may require.

c. Handle all early balloting for the CITY, including early voting requests, early ballot mailers, on-site early voting, signature verification and other early voting supplies and services that may be necessary.

d. Ensure that the charge to the CITY for reimbursement of expenses by the CITY is no more than the actual cost incurred in preparing the necessary lists, electronic data compilations or early voting supplies and services. Actual additional costs will include, but are not limited to, supplies, staff and personnel time as well as any machine time or other electronic data process time.

e. Provide Recorder's Office personnel necessary to effectively administer early voting and other related services.

3. **The CITY will:**

a. Create, translate, print and mail all publicity pamphlets.

b. Prepare candidate packets and any related materials.

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. Provide the County Election Office with the names of any Write-In Candidates as prescribed by law.

e. At all times comply with the laws and regulations regarding the conduct of elections.

f. Reimburse the COUNTY for all charges for election materials, supplies, equipment and personnel required in direct support of the CITY election provided the costs are clearly outlined in a detailed, itemized statement of charges.

g. 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 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 is for a term of five years from the date of recordation and can be terminated at any time by any party, with or without cause, upon 120 days written notice to the other parties.

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 duty.
3. The provisions of the Records and Disposition Schedule promulgated by the Department of Library, Archives and Public Records, Approved November 5, 2001, pertaining to 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 party 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 S. Main Street
Yuma, Arizona 85364

Yuma County Recorder
410 S. Maiden Lane
Yuma, Arizona 85364

City of San Luis
Office of City Clerk
P.O. Box 1170
San Luis, Arizona 85349

7. The CITY is responsible for all liability, damages or expenses involved in defending challenges to the City of San Luis elections 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. Scrutinized Business Operations. To the extent applicable under Arizona Revised Statutes Title 35, Articles 7 through 9, the parties certify that they do not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in the laws 2008 Ch. 9 nor Laws 2008 Ch. 295, as applicable. If a party determines that the other party submitted a false certification, the party may impose remedies as provided by law including terminating this 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.

YUMA County

YUMA COUNTY RECORDER

Gregory S. Ferguson, Chairman
Yuma County Board of Supervisors

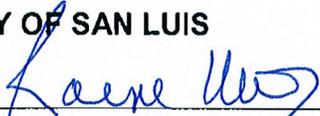
Robyn Stallworth Pouquette
Yuma County Recorder

this ____ day of _____, 2014 this ____ day of _____, 2014

Pursuant to Arizona Revised Statutes §11-952, the foregoing Agreement has been submitted to the undersigned Attorney for the County of Yuma, Yuma, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the County of Yuma.

Jon R. Smith, Yuma County Attorney

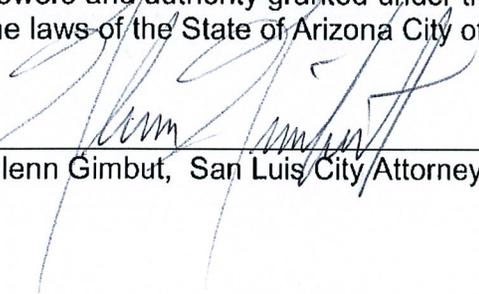
CITY OF SAN LUIS



Ralph Velez, City Manager

This 12th day of February, 2014

Pursuant to Arizona Revised Statutes §11-952, the foregoing Agreement has been submitted to the City Attorney for the City of San Luis, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the San Luis Charter, Article, III, Section 13, and the laws of the State of Arizona City of San Luis.



Glenn Gimbut, San Luis City Attorney