



# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## **RESOLUTION NO. 703**

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 COUNTY OF YUMA, FOR THE PURPOSE OF HAVING THE COUNTY CONDUCT ELECTIONS.

Whereas, the City of San Luis desires to enter into an intergovernmental agreement with County of Yuma, Arizona for the purpose of having the county conduct elections; 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 and 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 20th day of December, 2006.

  
Juan Carlos Escamilla, Mayor

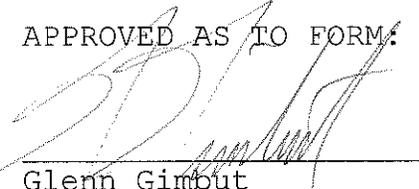
ATTEST:



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Sonia Sanchez,  
City Clerk

APPROVED AS TO FORM:



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Glenn Gimbut  
City Attorney

# INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT IS ENTERED INTO THIS 17<sup>th</sup> DAY OF JANUARY, 2007, BETWEEN THE COUNTY OF YUMA (COUNTY) AND THE CITY OF SAN LUIS (CITY) FOR THE PURPOSE OF HAVING THE COUNTY CONDUCT ELECTIONS, AND IT IS AGREED:

1. The County shall conduct in the manner prescribed by law the elections as may be required from time to time.
2. The City shall pay the costs and expenses of its elections to the County in the manner prescribed by law, and the County shall not be obligated to bear any costs or expenses of the City elections, said costs or expenses to be paid promptly by the City on receipt of the statement of costs and expenses from the County.
3. The City is responsible for and at all times shall comply with any and all laws and regulations regarding its elections, including, but not limited to, compliance with the Voting Rights Act of 1965 in its entirety, and provide the County copies of all preclearance certifications or court orders no less than 30 days prior to each election to be conducted by the County.
4. The terms conditions, and authority for this agreement and its subject matter are found in Titles 11, 16 and 48 A.R.S., with A.R.S. Sections 11-952 et seq., providing the authority for the agreement between the parties.
5. The terms of this agreement shall be for one year beginning on the 1<sup>st</sup> day of January, 2007 and terminate on the 1<sup>st</sup> day of January, 2008 Notwithstanding the above, this agreement may be terminated at any time by either party upon ninety (90) days written notice.

The County shall provide polling places, all election supplies for the polling places, including precinct registers and signature rosters ( to be requested from the Records Office), poll workers; counting center personnel; Absentee Board processing personnel. Publication of all notices; candidate packets; ballots; voting booths; ballot boxes; ballot tabulating equipment and a printout of the precinct returns.

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CITY OF SAN LUIS  
OFFICE OF THE CITY CLERK

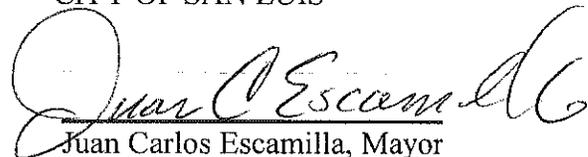
7. The City will provide the Elections Office with any Write-In Candidates names immediately following the filing cut off date.
8. The City further agrees to defend at its own cost, to indemnify, and to hold harmless the County, a body politic, including but not limited to, all of its officers, agencies, and personnel thereof, from and against any and all actions, causes of action, claims, demands, damages, costs, expenses, attorneys' fees on account of, or in any way arising out of, an accident, incident, or occasion which arises as a result of this Intergovernmental Agreement, except those arising from the negligence of the County, its officers, agencies, and/or personnel. This provision extends to legal challenges which may arise from the County's participation in the election.

The City specifically agrees to insure and indemnify the County against any and all damage or loss to any of the county ballot tabulation tallying equipment, or other County property which may occur as a direct result of tabulating for the City due to the fault or negligence of any person other than the County. The value of the County ballot tabulation system is hereby agreed to be the then current cost of similar new equipment. Further, it is hereby agreed by and between the County and the City that in the event it is necessary to repair the ballot tabulation equipment, such repair will be done under the supervision of qualified County personnel, for which the City agrees to reimburse the County for its actual costs incurred.

YUMA COUNTY

  
\_\_\_\_\_  
Casey Prochaska, Chairman  
Yuma County Board of Supervisors

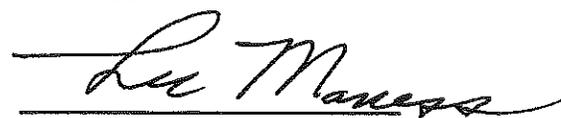
CITY OF SAN LUIS

  
\_\_\_\_\_  
Juan Carlos Escamilla, Mayor

ATTEST:

  
\_\_\_\_\_  
Sue Stallworth, Clerk  
Clerk of the Board of Supervisors

ATTEST:

  
\_\_\_\_\_  
Lee Maness, City Manager  
City of San Luis

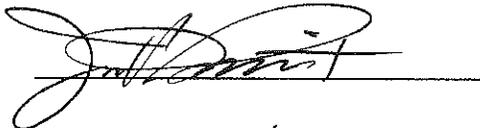
INTERGOVERNMENTAL AGREEMENT REVIEW UNDER §11-952(D).

IGA: **Elections Services — County of Yuma and  
City of San Luis**  
TERM: **January 1, 2007 - January 1, 2008**  
EFFECTIVE DATED: **Date of Recordation with the Yuma County  
Recorder's Office.**

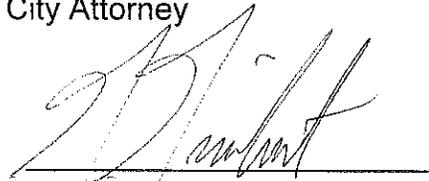
The IGA has been reviewed this date by counsel undersigned who has determined that the said agreement is in proper form and is within the powers and authority granted under the laws of this state to the County of Yuma and to the City of San Luis.

Jon R. Smith  
Yuma County Attorney

Glenn Gimbut  
City Attorney



Date 1/5/06



Date 12/22/2006