



# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## **RESOLUTION NO. 724**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING AN AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND COUNTY OF YUMA (RECORDER'S OFFICE), FOR THE PURPOSE OF PROVIDING EARLY VOTING SERVICES FOR ELECTIONS.

Whereas, the City of San Luis desires to enter into an agreement with County of Yuma (Recorder's Office), Arizona for the purpose of having the county provide early voting services for elections; and

Whereas, the parties to the 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 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.

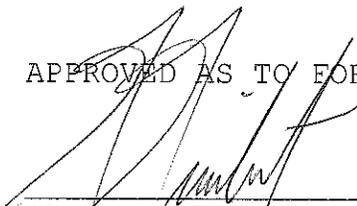
PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 11<sup>th</sup> day of April, 2007.

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

ATTEST:

  
\_\_\_\_\_  
Sonia Sanchez,  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Glenn Gimbut  
City Attorney



## Yuma County Recorder

410 South Maiden Lane, Suite B

Yuma, Arizona 85364

Susan H. Marler, Recorder

Dianna L. Brumley, Chief Deputy Recorder

Krysty Marin, Voter Registration Coordinator

(928) 373-6020

FAX (928) 373-6024

April 4, 2007

Ms. Sonia Sanchez, City Clerk  
City of San Luis  
P O Box 1170  
San Luis, AZ 85349-1170

Dear Ms. Sanchez,

The current early voting agreement executed by the City of San Luis and the Yuma County Recorder expires on June 1, 2007. If you want our department to continue providing early voting services for your elections, a new agreement must be signed. The Yuma County Elections department has an agreement to provide election services for San Luis which expires on December 31, 2007. At that time, both departments would like to combine their agreements into one so they expire at the same time.

For now, I am enclosing the usual agreement for my department to provide early voting services. This agreement will be in effect from June 2, 2007 through December 31, 2007. Please have the agreement signed by the proper authorities and return it to my office. After it has been reviewed by our legal counsel and presented to the Board of Supervisors for approval, I will have the agreement recorded and send you a copy. If you have any questions, please do not hesitate to call me at 373-6022.

Sincerely,

A handwritten signature in cursive script that reads "Susan H. Marler".

Susan H. Marler  
Yuma County Recorder

Enc.

**A.R.S. § 16-172 AGREEMENT  
BETWEEN  
THE YUMA COUNTY RECORDER  
AND  
CITY OF SAN LUIS**

THIS AGREEMENT is entered into \_\_\_\_\_ 2007, pursuant to Arizona Revised Statutes, Section 16-172 as amended, between the YUMA COUNTY RECORDER, (the "Recorder"), and City of San Luis (the "City/Town") acting by and through its duly elected governing body.

**I. RECITALS**

1. The Recorder is required by Arizona Revised Statutes Section 16-172, with respect to cities and towns, to enter into this agreement and by seal and signature below has resolved to enter into this agreement.

2. The City/Town is required by Arizona Revised Statutes Section 16-172 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City of Somerton.

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

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**II. SCOPE**

1. The Recorder will:

a. Ensure that the county registration rolls necessary for the City of San Luis to conduct elections from June 2, 2007, through December 31, 2007, will 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 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 disc of the registration rolls will be provided to the City of San Luis 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. Ensure that the charge to the City of Somerton for reimbursement of expenses by the City is no more than the actual, additional expenses incurred in preparing the necessary lists or electronic data compilations. Actual additional expenses will include, but are not limited to, staff and personnel time as well as any machine time or other electronic data processing time.

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

Re: Intergovernmental Agreement – Yuma County Recorder and City of San Luis  
For the use of County registration rolls

The attached Agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Deputy County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to each of the above-identified parties.

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2007

JON R. SMITH  
Yuma County Attorney

By: \_\_\_\_\_  
Deputy County Attorney

d. Notify the City of San Luis immediately if the Recorder requires additional staff to perform any of the duties under § 16-172, and will accommodate the use of any staff or personnel provided by the City of Somerton to the Recorder in furtherance of this agreement.

e. Ensure that the actual costs and expenses of the Recorder in the preparation of lists or electronic data compilations under the agreement do not include the time spent by City of San Luis staff in aiding in the preparation of lists and electronic data compilation.

2. The City of San Luis will:

a. Make a good faith effort to provide staff and personnel to the Recorder to aid the Recorder in preparation of county registration lists upon the request of the Recorder.

b. Make payment to the Recorder of the actual expenses incurred by the Recorder in the preparation of any lists or provision of electronic data compilations under this agreement within sixty (60) days of submittal to the City of San Luis of a reimbursement request by the Recorder.

c. At all times comply with all state and federal laws and regulations regarding the conduct of elections.

### III. MISCELLANEOUS PROVISIONS

1. The Recorder and the City of San Luis include in this agreement that this agreement may be canceled in accordance with the provisions of Arizona Revised Statutes, Section 38-511, as regards conflicts of interest on behalf of employees of either the Recorder or the City.

2. That by virtue of this provision of the agreement, the Recorder notifies the City of San Luis that the Recorder has made a good faith effort to obtain and maintain staff and resources sufficient to perform in a reasonable and timely manner the Recorder's duties under law, and that in the event the Recorder determines that the Recorder has insufficient staff or resources to perform the Recorder's duties under the requirements of § 16-172, the Recorder will notify the City of San Luis in writing of any event of potential non-performance due to lack of sufficient staff or resources, and prior to such event, in a manner timely and sufficient and specific to allow the City to provide staff and resources to the Recorder to aid the Recorder in the performance of the Recorder's duties.

3. The provisions of the Records and Disposition Schedule promulgated by the Department of Library, Archives and Public Records, approved July 15, 1993, 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 of a fully executed agreement with the Recorder's office.

5. 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 certified mail, return receipt requested, addressed as follows:

Yuma County Recorder  
410 S. Maiden Lane, Suite B  
Yuma, AZ 85364

City of San Luis  
P. O. Box 1170  
San Luis, AZ 85349-1170

IN WITNESS WHEREOF, the parties have executed this agreement the day and year below written, and effective on filing with the office of the County Recorder.

**YUMA COUNTY RECORDER**

**CITY OF SAN LUIS**

Under my hand and seal,

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Susan H. Marler  
Yuma County Recorder

\_\_\_\_\_  
(Printed Name)

this \_\_\_\_ day of \_\_\_\_\_ 2007

on behalf of City of San Luis  
this \_\_\_\_ day of \_\_\_\_\_ 2007

**APPROVED AS TO FORM AND PURPOSE UNDER A.R.S. § 16-172:**

JON R. SMITH  
Yuma County Attorney

*Glenn J. Gimbut*  
*City Attorney*  
\_\_\_\_\_  
Attorney for City of San Luis  
*Glenn J. Gimbut*  
(Printed Name)

By: \_\_\_\_\_  
Deputy County Attorney