



RESOLUTION NO. 2020-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF COCONINO COUNTY, ARIZONA, APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY AND THE TOWN OF TUSAYAN REGARDING THE MAY 19, 2020 TUSAYAN SPECIAL ELECTION

WHEREAS, Coconino County (the "County") and the Town of Tusayan (the "Town") collectively known as the "Parties" desire to enter into an Agreement for the County Recorder to conduct a ballot-by-mail election on behalf of the Town on May 19, 2020; and

WHEREAS, pursuant to A.R.S. § 16-408 (D) the governing body of any election district authorized to conduct an election may enter into an agreement with a County Board of Supervisors and County Recorder for election services with the contracted cost of such special elections to be a charge against the election district; and

WHEREAS, pursuant to A.R.S. §§ 16-409 and 16-558, cities, towns, school districts, and special districts are authorized to conduct elections by mail ballot, herein referred to as a "ballot-by-mail election"; and

WHEREAS, The County is willing to provide election services to election districts wishing to conduct ballot-by-mail elections; and

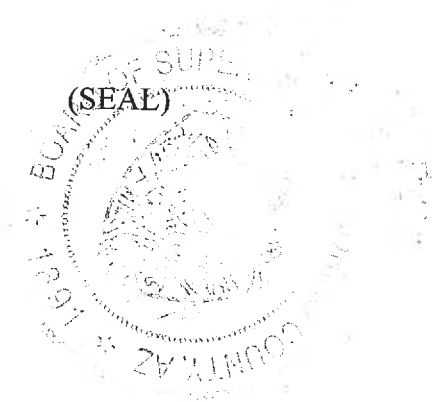
WHEREAS, the Town has called an election for May 19, 2020, pursuant to Arizona Revised Statutes Title 16; and

WHEREAS, the Town wishes to enter into an agreement with the County for the provision of ballot-by-mail election services subject to the terms and conditions set forth herein.

NOW THEREFORE BE IT RESOLVED that the Coconino County Board of Supervisors approves the Intergovernmental Agreement between Coconino County and the Town of Tusayan.

PASSED AND ADOPTED this 25th day of February, 2020.

AYES: 5
NOS: 0
ABSENT: 0



COCONINO COUNTY BOARD OF SUPERVISORS

Lena Fowler

Lena Fowler, Chairman

ATTEST:

Lindsay Daley

Lindsay Daley, Clerk of the Board

APPROVED AS TO FORM.

Rose Winkeler

Rose Winkeler, Deputy County Attorney

**INTERGOVERNMENTAL AGREEMENT
for
BALLOT-BY-MAIL ELECTION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”), is made on this 8th day of January, 2020, by and between COCONINO COUNTY, a political subdivision of the State of Arizona by and through its duly elected BOARD OF SUPERVISORS and RECORDER (collectively the “COUNTY”), with offices located at 219 E. Cherry Ave., Flagstaff AZ 86001, and the **TOWN OF TUSAYAN**, a political subdivision of the State of Arizona by and through its duly elected **TOWN COUNCIL**, with offices located at 845 Mustang Drive, Tusayan, Arizona, 86023 (the “JURISDICTION”), pursuant to their authority under Arizona Revised Statutes § 11-952.

WHEREAS, pursuant to A.R.S. § 16-408 (D) the governing body of any election district authorized to conduct an election may enter into an agreement with a County Board of Supervisors and County Recorder for election services with the contracted cost of such special elections to be a charge against the election district; and,

WHEREAS, pursuant to A.R.S. §§ 16-409 and 16-558, cities, towns, school districts, and special districts are authorized to conduct elections by mail ballot, herein referred to as a “ballot-by-mail election”; and,

WHEREAS, The COUNTY is willing to provide election services to election districts wishing to conduct ballot-by-mail elections; and

WHEREAS, the JURISDICTION has called an election pursuant to Arizona Revised Statutes Title 16; and

WHEREAS, the JURISDICTION wishes to enter into an agreement with the COUNTY for the provision of ballot-by-mail election services subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth below, the COUNTY and JURISDICTION agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date services are rendered by the County and shall continue in full force and effect until May 31, 2020 unless terminated as provided herein.

2. Termination

- a. **Unilateral Termination.** This Agreement may be terminated with or without cause by either Party upon 30 days written notice to the other Party of intent to terminate; provided, however, that the Agreement may not be unilaterally terminated by either party within 90 days of the date of an election for which the COUNTY would otherwise be providing services pursuant to this Agreement.
- b. **Termination by Mutual Agreement.** This Agreement may be terminated at any time by mutual agreement of the Parties.
- c. **Termination for Breach.** In the event of a breach of any term or condition of this agreement, the Party claiming breach shall provide written notice to the other Party specifying the factual basis for the claim that a breach has occurred. If the breach is not remedied within fifteen (15) days of receipt of notice by the Breaching Party, the Non-breaching Party may terminate this Agreement without further notice. The Parties agree that the failure to complete a task by its designated deadline as contained in the Elections Task Schedule attached to this Agreement as Exhibit 1 and incorporated herein by reference, may be a

breach of this Agreement. In the event of such a breach, the Non-breaching Party may provide notice to the Breaching Party immediately terminating the Agreement.

The Parties agree that the failure to complete a task by its designated deadline as contained in the Elections Task Schedule attached to this Agreement as Exhibit 1 and incorporated herein by reference, may be a breach of this Agreement. In the event of such a breach, the Party claiming breach shall provide written notice to the other Party demanding completion of the task within three (3) days. If the breach is not remedied within three (3) days of receipt of notice by the Breaching Party, the Non-breaching Party may terminate this Agreement without further notice.

d. Property Disposition. Any property purchased by either Party to fulfill its obligations under this Agreement shall remain the property of the purchasing Party upon termination of the Agreement.

3. Provision of Election Services. The COUNTY hereby agrees to provide election services to the JURISDICTION for all consolidated election dates during the effective term of this Agreement. The Agreement shall apply to all categories of elections including, but not limited to primaries, general elections, special elections, bond elections and override elections. Services to be provided by the COUNTY, and those that remain the responsibility of the JURISDICTION, are set forth in Exhibit 1.

4. Limitation on Eligible Elections. It is understood and agreed that the services to be provided pursuant to this Agreement shall be provided exclusively for ballot-by-mail elections when such method of conducting an election is authorized by Arizona law.

5. Compensation. The JURISDICTION shall compensate the COUNTY for election services provided pursuant to this Agreement in accordance with the fees set forth in the Election Fee Schedule attached to this Agreement as Exhibit 2, incorporated herein by reference. The COUNTY reserves the right to adjust election-service fees at any time during the effective term of this Agreement upon written notice to the JURISDICTION. The COUNTY will issue an invoice to JURISDICTION at the end of the election and the JURISDICTION will pay such invoices within thirty (30) days after receipt of an invoice.

6. Additional Responsibilities. While the COUNTY will use its best efforts to provide election services pursuant to this Agreement in a capable and competent manner, it shall ultimately be the responsibility of the JURISDICTION to confirm that all legal requirements have been met and that all other activities related to a given election are carried out as required. The COUNTY will provide to the JURISDICTION in advance all forms, schedules, documents and other information pertaining to each election conducted pursuant to this Agreement for the JURISDICTION's review and approval. The JURISDICTION shall provide to the COUNTY all informational materials or other election-related documents generated by the JURISDICTION for review and comment by the COUNTY prior to the distribution of such materials or documents.

7. Mutual Indemnification. The JURISDICTION hereby agrees to save, hold harmless and indemnify the COUNTY, its officers, employees and agents from any and all claims, lawsuits, judgments or other costs arising out of JURISDICTION'S performance pursuant to this Agreement. The COUNTY hereby agrees to save, hold harmless and indemnify the JURISDICTION, its officers, employees and agents from any and all claims, lawsuits, judgments or other costs arising out of COUNTY'S performance pursuant to this Agreement.

8. Contact Information. Communications regarding services provided pursuant to this Agreement shall be directed to the following:

COUNTY:

Thad Hall
Elections Director
110 E Cherry Ave
Flagstaff, AZ 86001
Phone: (928) 679-7860
Fax: (928) 679-7860
E-mail: thall@coconino.az.gov

JURISDICTION:

Contact: Mayor Craig Sanderson

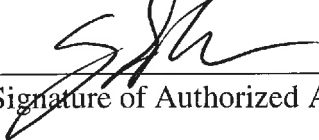
Phone: 928-638-9909
Fax: 928-638-9910
Email: tusayantownmanager@tusayan-az.gov

9. Conflict of Interest. This Agreement is subject to the ARS § 38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.

10. Amendments and Entirety of Agreement. This Agreement together with the attached exhibits referenced herein constitutes the entire Agreement between the Parties relating to Election Services for Ballot-by-Mail elections. This Agreement may be modified and/or amended only if in writing and approved by the governing boards and legal counsel for each Party.

11. Dispute Resolution. If a dispute arises out of this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation using the Alternative Dispute Resolution program of the Coconino County Superior Court. Each Party agrees to bear its own costs in mediation.


JURISDICTION


(Signature of Authorized Agent)

Mayor
(Title of Authorized Agent)

COUNTY


Patty Hansen, County Recorder


Lena Fowler, Chairwoman
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Reviewed and approved by legal counsel and found to be within the authority of the governing body to adopt:


Attorney for Jurisdiction

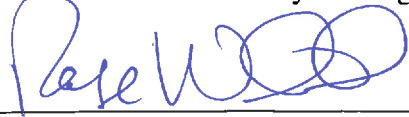

Deputy County Attorney

EXHIBIT 1
BALLOT-BY-MAIL ELECTION SERVICES AGREEMENT
ELECTIONS TASK SCHEDULE

Responsibilities for the conduct of elections pursuant to the Coconino County Ballot-by-Mail Services Agreement are allocated as follows:

TASK		To Be Performed By:	
		County	Jurisdiction
Call of Election			X
Legal Advertising, Notices, etc. (also, non-resident voters)			X
Information Pamphlet (If needed)			X
Contact Printer; Order ballots or labels		X	
Provide official ballot language at least 100 days prior to election (Including Spanish translation)			X*
Final Approval on ballot proof within 48 hours of submittal (County needs copy of approval)			X**
Logic & Accuracy (L&A) Test notice to the newspaper		X	
Perform L&A testing (Representative of Jurisdiction may be present)		X	
Mailing of Ballots (Ballots will be mailed to all qualified electors beginning within the allowed statutory time period A.R.S. 16-558.01)		X	
Processing and tabulation of ballots		X	
Providing Replacement Ballots		X	
Signature Verification -	Ballot affidavit signature comparison	X	
Signature Verification -	Provisional ballots	X	
Submit final election results to the appropriate authority for canvassing the election results.			X
Conduct of the canvass and all certifications for election to appropriate entities			X
If a change in taxing district boundaries occurs, notify the Department of Revenue by November 1 pursuant to ARS §42-17257.			X

* *The County can provide Spanish language translation if the jurisdiction is unable to do so. The county will bill the jurisdiction the actual cost for these services. The deadline to send the county the final ballot language to be translated is 100 days prior to the election.*

** *jurisdiction must sign off within 48 hours of receiving the proof. Final ballot language submitted by the jurisdiction must be received at least 100 days prior to the election. Any changes made by the jurisdiction after this date will not be accepted unless there is an error or omission made by the county.*

PERFORMANCE OF TASKS AS OUTLINED ABOVE MAY HAVE SIGNIFICANT IMPACTS ON THE CONDUCT OF AN ELECTION AND MAY HAVE SIGNIFICANT LEGAL CONSEQUENCES AS WELL. PARTICIPATING JURISDICTIONS ARE ADVISED TO:

1. CAREFULLY REVIEW THE ALLOCATION OF TASKS AND TO DIRECT ANY QUESTIONS TO THE COCONINO COUNTY ELECTIONS DEPARTMENT.

2. MAINTAIN CLOSE CONTACT WITH THE COCONINO COUNTY ELECTIONS DEPARTMENT PRIOR TO, DURING AND AFTER ELECTIONS.
3. REFER ANY QUESTIONS REGARDING ELECTION-RELATED LEGAL ISSUES TO THE JURISDICTION'S LEGAL COUNSEL.

EXHIBIT 2
BALLOT-BY-MAIL ELECTION SERVICES AGREEMENT
ELECTIONS FEE SCHEDULE

The following fees will apply to elections conducted by Coconino County.

- * \$2.50/per registered voter**
- * Actual cost of Native American Voter Outreach activities & services (if applicable)**
- * Actual cost of Spanish translation of ballot language (if applicable)**