RESOLUTION NO. 2766

**A RESOLUTION OF THE MAYOR AND THE PAYSON TOWN COUNCIL, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH GILA COUNTY FOR ELECTION SERVICES AND AUTHORIZING THE CLERK TO SELECT SERVICES TO BE PROVIDED UNDER THE AGREEMENT PRIOR TO EACH TOWN ELECTION.**

**WHEREAS,** Pursuant to A.R.S. §§ 11-951, 11-952, and 16-205, the Town of Payson is authorized to enter into an Intergovernmental Agreement with Gila County for Election Services ("the Election IGA"); and

**WHEREAS,** the Election IGA covers the 2014 Town Elections and elections into the future; and

**WHEREAS,** prior to each election, the Election IGA contemplates that the Town Clerk will select various services to be provided to the Town by the County on the County's Menu of Services related to the Election IGA; and

**WHEREAS,** the Town Council desires to approve the Election IGA and to authorize the Town Clerk to select the needed service for each upcoming Town election.

**NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:**

Section 1. That the Intergovernmental Agreement for Election Services with Gila County, attached as Exhibit A is hereby approved in substantially the form attached.

Section 2. That Kenny J. Evans, Mayor of the Town of Payson, is hereby authorized to execute the Intergovernmental Agreement for Election Services with Gila County in substantially the form as is attached.

Section 3. That the Town Clerk is authorized for the 2014 and all subsequent Town elections to select all necessary services as contemplated in the Election IGA.

Section 4. That the Town of Payson is authorized to take other actions as may be necessary to carry out the intent of the Election IGA.

APR 0 3 2014 D. I.B*

**PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA,** this _____ day of April, 2014, by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

_____
Kenny J. Evans, Mayor

ATTEST:

_____
Silvia Smith, Town Clerk

APPROVED AS TO FORM:

_____
Timothy M. Wright, Town Attorney

# Exhibit A
# To
# Resolution
# 2766

GILA COUNTY BOARD OF SUPERVISORS
1400 EAST ASH STREET, GLOBE, AZ 85501

GILA COUNTY RECORDER
1400 EAST ASH STREET, GLOBE, AZ 85501

GILA COUNTY DEPARTMENT OF ELECTIONS
5515 S. APACHE AVENUE, SUITE 900, GLOBE, AZ 85501

# INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES

**WHEREAS**, the County of Gila has a comprehensive voting system and certified Elections Officials; and

**WHEREAS**, the Town of Payson seeks Gila County assistance in the conduct of elections; and

**WHEREAS**, it is good public policy and benefits the citizens of Gila County and is the purpose of this Agreement to make available to any City, Town, School District, or Special Election Jurisdiction within the limits of Gila County the services already in existence;

**NOW THEREFORE IT IS AGREED** by and between the County of Gila, hereinafter called the "County", through the agency of the Gila County Recorder and the Gila County Department of Elections, and the Town of Payson hereinafter called the "Jurisdiction," pursuant to ARS §16-172, 16-205 and §11-951 et seq., an agreement follows:

I. <u>The County shall:</u>

   a. Provide the services related to each election which are offered in the current Gila County, Arizona Jurisdiction Menu of Services, hereinafter Menu, and which are requested by the Jurisdiction as indicated on the Menu;

b. Make available support services, ballots, voting equipment, vote tallying equipment, precinct supplies, and such other election materials and services as may be required for proper conduct of elections as agreed by the parties;

c. To the extent the County determines it is able, provide personnel necessary to effectively administer an election as agreed by the parties;

d. Furnish election administrative materials, which have been prepared for County elections, to the jurisdiction as agreed by the parties;

e. Conduct early balloting and election functions at the polls as agreed by the parties.

II. The Jurisdiction shall:

a. Submit to the County Recorder a completed Menu indicating which election services Jurisdiction is requesting the County to perform for each election. At least 150 calendar days prior to the election.

b. Reimburse the County for costs as noted in the Menu for each election where services are requested by the Jurisdiction. Such costs shall include election materials, postage, supplies and equipment and/or personnel or any other service required in direct support of the Jurisdiction Elections;

c. Notify the County Recorder to arrange verification of signatures on Early Voting Requests and ballots to be verified;

d. Be responsible for the security of all ballots tabulated by officials and vendors other than the County and ensure that election functions performed by the Jurisdiction or its outside vendors comply with applicable law and regulations of the Secretary of State;

e. Comply with County restrictions on use and dissemination of voter information and ensure use of voter registration information for Jurisdiction's election purposes is as authorized by Arizona Revised Statutes, Title 16, Section 168;

f. Provide, Gila County with notification of preclearance requests made under Section 5 of the Voting Rights Act or request the County prepare preclearance requests to the Department of Justice for elections as necessary.

g. Provide a list of inactive voters who voted or allow the Gila County Recorder to scan jurisdiction's rosters for inactive voters who voted following a jurisdictional election, for the purpose of re-establishing the inactive voter to active status,

and for updating the County's voter registration files to reflect address and other registration changes requested by voters;

h. Be responsible for the creation, translation, printing and mailing of all publicity pamphlets;

i. Reimburse the County for any costs associated with damage or repair of election equipment which may occur while such election equipment is in the possession of the Jurisdiction.

III. <u>The County and the Jurisdiction mutually covenant and agree:</u>

a. The Jurisdiction will be responsible for all submissions required under Section 5 of the Voting Rights Act to the Department of Justice;

b. Charges for printing of ballot pages, sample ballots, ballot labels, or any other items commercially produced will be billed directly to the Jurisdiction by the commercial vendor providing such services, unless alternate arrangements are agreed to in a Service Menu to be completed for each election;

c. Separate invoices may be submitted to the Jurisdiction by the Gila County Recorder's Office and the Gila County Department of Elections;

d. Each party is responsible to finance and maintain a budget for its respective responsibilities and obligations under this agreement;

e. Each party will use its personnel, property, and resources for accomplishing its respective obligations under this agreement;

f. Each party will maintain its respective property after termination of this agreement and will eventually dispose of any elections materials used under this agreement in a manner provided for by state and federal law. In the event conflict arises between the County and Jurisdiction over the use of voting equipment, vote tallying equipment or County personnel, the County will have priority usage. The County agrees to make every effort to reconcile conflicts and make reasonable provisions with the Jurisdiction so neither party will suffer as a consequence of conflict;

g. This contract will continue in full force and effect from year to year, without renewal, subject to cancellation for the immediate calendar year by either party not later than December 1 of any year;

h. This contract shall become effective from and after the date of its execution by the governing bodies of both the County and the Jurisdiction;

i. In the event of termination, any real or personal property belonging to either party and furnished pursuant to this Agreement shall be returned to the furnishing party;

j. This Agreement may be canceled pursuant to the provisions of ARS §38-511 which are incorporated into this agreement by this reference.

IV. The parties understand and agree that the Gila County Recorder's office is responsible for voter registration, mailing of ballots, signature rosters, registers, 120-day notices, and signature verification of ballots. The Gila County Department of Elections is responsible for Department of Justice preclearance of elections, election equipment, election staffing and training, ballot layout, ballot printing, ballot processing, and ballot tabulation, and reporting. Services will only be provided as agreed to in the Service Menu to be completed for each election.

V. By signing this agreement the Jurisdiction agrees to indemnify and hold harmless the County from any claims resulting from the County participating in the election and agrees to the terms specified in the agreement.

**Intergovernmental Agreement for Election Services**

Signed this _____ day of _____, 2012

**GILA COUNTY BOARD OF SUPERVISORS**

_____
Tommie C. Martin
Chairman

**(JURISDICTION NAME)**

_____
(Name of Authorized Official)
(Title of Official)

**ATTEST**

_____
Marian Sheppard
Deputy Clerk of the Board

**APPROVED AS TO FORM**

_____
(Name of Attorney for the Jurisdiction)

**APPROVED AS TO FORM**

_____
Bryan B. Chambers
Chief Deputy County Attorney