RESOLUTION NO. 2016-20

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF SERVICES BY THE COCONINO COUNTY ELECTIONS DEPARTMENT.

WHEREAS, the respective governmental entities the City of Sedona (the "City") and Coconino County (the "County) desire to enter into an Intergovernmental Agreement (IGA) for Provision of Services by the Coconino County Elections Department attached as an exhibit to this resolution; and

WHEREAS, execution of this IGA will allow the City and the County to work in cooperation on the August 30, 2016 Primary Election and November 8, 2016 General Election.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, THAT;

The City of Sedona, through its Mayor and City Council, hereby approves the Intergovernmental Agreement for Provision of Services by the Coconino County Elections Department and authorizes the Mayor to execute the IGA with approval of the City Attorney.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 14th day of June, 2016.

Sandra J. Moriarty

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Ron Ramsey, Assistant City Attorney

Intergovernmental Agreement
FOR PROVISION OF SERVICES BY THE COCONINO COUNTY ELECTIONS DEPARTMENT

This Contract for Services is entered into this_____day of_____, 2016 pursuant to A.R.S. 11-951 *et seq* between **COCONINO COUNTY**, for and on behalf of **COCONINO COUNTY ELECTIONS DEPARTMENT (CCED)**, a political subdivision of the State of Arizona, hereinafter referred to as **COUNTY**, and **CITY OF SEDONA**, hereinafter referred to as **JURISDICTION,** also a political subdivision of the State of Arizona.

WHEREAS, the COUNTY has authority under A.R.S. Title 16 and 19 to conduct elections and responsibility for establishing and staffing polling places, preparing and counting ballots, and providing voting equipment;

WHEREAS, the COUNTY RECORDER has the authority to maintain voter registration rolls and to conduct early balloting under A.R.S. 16-162 and A.R.S. Title 17, Ch. 4, Art. 8;

WHEREAS the JURISDICTION has the responsibility for conducting its own elections under A.R.S. Title 16;

WHEREAS, the JURISDICTION is authorized to contract with the board of supervisors and county recorder for election services under A.R.S. 16-408 and desires to use the election services of COUNTY to conduct its election as set forth below;

NOW THEREFORE, in consideration of the mutual agreements described herein, the parties agree as follows:

SECTION 1. Type of Election and Important Dates

COUNTY agrees to provide election services for the following elections:

PRIMARY ELECTION

Date of Primary Election: .....<08/30/2016>

Early Voting Begins:..... <08/03/2016>

Last Day to Register to Vote:..... < 08/01/2016>

Last Day to Request Early Ballot by Mail:..... < 08/19/2016>

Last Day to Vote Early:..... < 08/26/2016>

GENERAL ELECTION

Date of General Election: ..... <11/08/2016>

Early Voting Begins:..... <10/12/2016>

Last Day to Register to Vote:..... < 10/10/2016>

Last Day to Request Early Ballot by Mail:..... < 10/28/2016>

Last Day to Vote Early:..... < 11/04/2016>

SECTION 2. CONTACT PERSONS FOR JURISDICTION

Contact Name:	Susan L. Irvine	**Legal Counsel**:	Robert L. Pickels, Jr.
Address:	102 Roadrunner Drive	Address:	102 Roadrunner Drive
Telephone:	928-282-3113	Telephone:	928-204-7200
Fax:	928-204-7105	Fax:	928-204-7188
E-mail :	SIrvine@SedonaAZ.gov	E-mail:	RPickels@SedonaAZ.gov
Cell Phone:	928-308-4206		

SECTION 3: PURPOSE

The purpose of this contract is to secure the services of COUNTY, as enumerated in Section 4, for the preparation and conduct of the election described above.

SECTION 4: SERVICES TO BE PERFORMED BY COUNTY

The Coconino County Elections Department (CCED), or its designated agent, agrees to:

1. PRINTING

The statutory required amount of ballots will be designed, ordered and printed through CCED, so that the election can use the Diebold AccuVote Optical Scan Voting System.

2. TRANSLATION

SPANISH: Translation of ballot text shall be provided by JURISDICTION. The jurisdiction is responsible for ensuring the Spanish translation of the ballot text also appears in the Information Report, Publicity Report and Sample Ballot.

NATIVE AMERICAN: If a portion of the jurisdiction is located on an Indian Reservation, all election related materials must be translated into the Native American language. CCED will provide Navajo language translation for the ballot.

3. BALLOTS

A. CCED will have Official Ballots printed and distributed to the early voting sites and the polling places:

B. JURISDICTION will provide CCED with final ballot language at least 90 days prior to election day.

C. After 90 days prior to election day, JURISDICTION will pay $100 per change to CCED for any changes or alterations to final ballot language.

D. CCED shall provide the JURISDICTION a ballot proof. The JURISDICTION shall have three days to notify CCED of any corrections to the ballot because of errors or omissions.

4. POLL WORKERS

CCED will recruit, train, provide and pay Election Board Workers to conduct the polls on Election Day.

5. POLLING PLACES

CCED will designate and arrange for the polling places. (This includes reserving each site and mailing an agreement to each polling location.)

6. REGISTERS AND ROSTERS

A. CCED will provide precinct registers and signature rosters.

B. CCED voter lists, registers and files contain restricted Data – release or distribution of all or any portion of such information is restricted and in some cases prohibited by law, subject to criminal prosecution.

7. ELECTION DAY SUPPLIES

CCED shall deliver and pick up polling place supplies.

8. LOGIC AND ACCURACY TEST

A. CCED will conduct the Logic and Accuracy Test of vote tabulating equipment.

B. CCED will publish notice of the Logic and Accuracy Tests.

9. EARLY VOTING

CCED will conduct early voting by mail and in person at locations designated by CCED.

SECTION 5: OBLIGATIONS OF JURISDICTION

JURISDICTION, or its designated agent, agrees to:

1. Pay the following costs to CCED:

   $2.00 per registered voter, except as provided below, plus:
   * Actual cost of Native American Outreach
   * Postage **ADVANCED** by entity to Vendor of CCED's choice if needed for mailing the information pamphlet.

2. Publish and/or post all legal notices required by statute.

3. Prepare, print and mail any required informational pamphlet.

4. If a change in taxing district boundaries occurs, notify the Department of Revenue by November 1 pursuant to ARS §42-17257

SECTION 6: MANNER OF FINANCING AND BUDGETING

Each party represents that it has sufficient funds available in this current fiscal year budget to discharge the funding obligation imposed by this Contract.

SECTION 7: TERMINATION

This Contract shall terminate upon resolution of all matters connected with the elections, legal challenges excepted, or upon written notice by either party to the other within thirty (30) days prior to the election date(s). Should the election herein be challenged or questioned for any reason whatsoever, then, subject to the Jurisdiction's right of indemnification under Section 8 of this Contract, the Jurisdiction shall be solely responsible for the defense of said election, provided that the County shall cooperate in the defense of such challenge and shall provide its officers and employees as necessary to testify in any proceedings arising from the challenge.

SECTION 8: INDEMNIFICATION OF COUNTY AND DISTRICT

To the extent permitted by law, each party agrees to hold the other party harmless and to indemnify the other for any loss, liability or damage arising from any action, omission or negligence of each party's employees, officers or agents, regarding the performance of this Contract.

SECTION 9: EFFECTIVE DATE AND TERM OF AGREEMENT

This Contract shall become effective from and after the date of its execution and shall terminate as provided in Section 7.

SECTION 10: CANCELLATION

This agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

SECTION 11: SEVERABILITY

If any provision of this Contract or application thereof is held invalid, such invalidity shall not affect other provisions or applications of this Contract.

IN WITNESS WHEREOF, the governing bodies of each of the parties hereto have approved this agreement by resolution adopted on the dated given below.

JURISDICTION:

Date of adoption: 6-14-16

Sandra J. Moriarty
Mayor

COCONINO COUNTY:

Date of adoption: _____

_____
Patty Hansen
Coconino County Recorder

_____
Lena Fowler, Chairman
Board of Supervisors

ATTEST:

Susan L. Irvine, CMC
City Clerk

ATTEST:

_____
Wendy Escoffier
Clerk of the Board

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

Ron Ramsey Assistant Attorney for Jurisdiction

_____
Deputy County Attorney