

**INTERGOVERNMENTAL AGREEMENT
FOR ELECTION SUPPLIES AND SERVICES**

THIS AGREEMENT is made and entered into this 11th day of April 2017, by and between COCHISE COUNTY (the COUNTY), a political subdivision of the State of Arizona, and the WHETSTONE WATER DISTRICT (the DISTRICT), located at 2424 N Calle Segundo, Huachuca City, Arizona 85616, for certain election supplies and services for the Special Recall Election scheduled for May 19, 2017;

WHEREAS, it is the mutual desire of the parties to provide citizens in the region with all necessary means and opportunity to participate in elections; and

WHEREAS, the COUNTY seeks to assist in the elections process by providing election supplies and services to cities, districts, or other governing bodies within the region; and

WHEREAS, the DISTRICT has by Resolution established that the Special Election for the Whetstone Water District will be conducted with no physical polling locations but as an “All Mail” elections (e.g., solely Vote by Mail / Early Ballots); and

WHEREAS, the parties have authority to enter into an intergovernmental agreement to provide for election supplies and services pursuant to A.R.S. § 11-952 (Intergovernmental Agreements), A.R.S. § 11-251(41) (County Lease of Personal Property), A.R.S. § 41-2632 (Cooperative Purchasing) and A.R.S. Title 16 (Elections and Electors), the parties agree as follows:

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and obligations herein set forth, the parties agree:

1. COUNTY DUTIES. The COUNTY agrees to provide the following election services:

A. Provide ballots, including when appropriate, addition of candidate names.

B. Administrative services to include the following:

1. Conduct logic and accuracy tests of programs and equipment;
2. Provide abstract of results of tabulation; and
3. Provide equipment and supplies.

C. Arrange for consulting services to include the following:

1. Programming of “PCBT test deck” for operation of tabulating equipment;
2. Printing ballot cards; and
3. Printing precinct register.

D. In-House programming services to include the following:

1. Ballot layout & design, all ballot styles;
2. Program the operation of the tabulating equipment; and
3. Program the operation of the election reporting module.

E. Prior to or within ten (10) working days after the Cochise County Elections Officer receives notice, pursuant to Paragraph 2(C), that the DISTRICT desires services, provide an estimate of the aggregate cost of the services and supplies.

2. DISTRICT DUTIES. The DISTRICT understands and agrees that:

- A. The DISTRICT retains the primary responsibility for insuring that its election is noticed, held, and conducted in the manner required by applicable local, state and federal laws and that the COUNTY does not assume responsibility under this agreement for any aspects of this election other than those that are expressly stated in Paragraph 1.
- B. For any specific election for which the DISTRICT desires services and supplies pursuant to this Agreement, the DISTRICT shall pay to the County the actual costs the COUNTY incurs or pays for its services.
- C. If a recount is necessary, the DISTRICT shall reimburse the COUNTY for administrative costs of conducting a recount.
- D. The DISTRICT shall pay the COUNTY in full within thirty (30) days of receiving the bill for the COUNTY’s services. Interest shall accrue on any unpaid balance at the rate of five (5) percent per month.

3. TERM. The term of this Agreement shall begin on April 1, 2017 and continue through the conclusion of the election, or until all services are provided and all monies owed are paid.

4. INDEMNIFICATION. To the extent permitted by law, each party to this agreement shall indemnify, defend, and hold harmless the other party, its officers, departments, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature which results from the act or omission of the indemnifying party, its agents, officers, employees or anyone acting under its direction, control, or on its behalf.

5. CANCELLATION DUE TO CONFLICT OF INTEREST. Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put

on notice that this Agreement is subject to cancellation by the a political subdivision or its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of such political subdivision is, at any time while the contract is or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

6. NON-DISCRIMINATION. The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

7. CONFLICT OF INTEREST. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.

8. NO BOYCOTT OF ISRAEL. If applicable, in accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

9. COMPLIANCE WITH IMMIGRATION LAWS. The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees. Also, and if applicable, the parties agree to comply with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws, if applicable.

10. INSPECTION AND AUDIT. The parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214, if applicable.

11. PUBLIC RECORDS LAW. Notwithstanding any other provision of the agreement, the parties understand that they are each public entities and, as such, are subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

12. NOTICE. All written communications shall be addressed and mailed or personally served upon the parties, as follows:

To: COUNTY
Cochise County Elections/
Special Districts Department
1415 Melody Lane
Bisbee, AZ 85603

To: DISTRICT
Whetstone Water Improvement District
PO Box 4287
Huachuca City, Arizona 85616

13. GOVERNING LAW. This Agreement shall be governed and interpreted by the laws of the State of Arizona.

14. SAVINGS CLAUSE. Should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.

15. AGREEMENT MODIFICATION. This Agreement may only be modified in writing and must be signed by both parties or their duly authorized agents.

16. WAIVER OF CONFLICT. The parties to this Agreement are aware that the County Attorney's Offices represents both parties to this agreement in this and other matters. By signing this Agreement each party specifically acknowledges that it is aware of a potential conflict of interest and specifically waives any such claim based upon legal counsels' representation of other parties to this Agreement.

17. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth below.

THE COUNTY

COCHISE COUNTY, a political subdivision of the State of Arizona

By: _____

ANN ENGLISH
Chairman, Board of Supervisors

Dated: _____

THE DISTRICT

WHETSTONE WATER IMPROVEMENT DISTRICT, a political subdivision of the State of Arizona, and Cochise County

By: _____

TIM SULGER
Board Chairman

Dated: _____

ATTEST:

Clerk of the Board of Supervisors

INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Intergovernmental Agreement for election services and supplies between the Whetstone Water District and the County of Cochise for a special recall election to be held in May, 2017.

Pursuant to A.R.S. Section 11-952, this Agreement has been reviewed by the undersigned attorney for Cochise County, who has determined that it is in proper form and is within the powers and authority granted, respectively, to the contracting bodies.

DATED this ____ day of _____, 2017.

COCHISE COUNTY ATTORNEY

By: _____
Britt Hanson
Deputy County Attorney

Pursuant to A.R.S. Section 11-952, this Agreement has been reviewed by the undersigned attorney for Whetstone Water Improvement District, who has determined that it is in proper form and is within the powers and authority granted, respectively, to the contracting bodies.

DATED this ____ day of _____, 2017.

By: _____
Lauri Owen
Deputy County Attorney