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**RESOLUTION NO. 17-1214**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DOUGLAS, COCHISE COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DOUGLAS AND COCHISE COUNTY TO PROVIDE CERTAIN ELECTION SUPPLIES AND SERVICES FOR THE CITY OF DOUGLAS GENERAL ELECTION SCHEDULED FOR MAY 16, 2017.**

**WHEREAS**, the City of Douglas (the City) seeks to enter into an intergovernmental agreement with Cochise County (the County) in which the County agrees to provide to the City certain election supplies and services for the City's General Election scheduled for May 16, 2017; and

**WHEREAS**, the Intergovernmental Agreement providing the terms and conditions of said agreement entered into by the parties is attached in Exhibit "A", and incorporated herein by reference; and

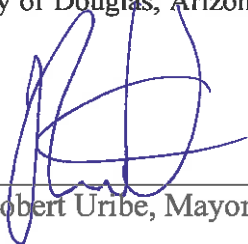
**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Douglas, Arizona, as follows:

**Section 1.** The terms of said agreement are in the best interest of the City of Douglas.

**Section 2.** The City Manager and the City Clerk are hereby authorized to execute and deliver the Intergovernmental Agreement (attached as Exhibit "A") and any related documents necessary to consummate the transaction contemplated by said agreement for and on behalf of the City of Douglas.

**Section 3.** The officers of the City Council and the City of Douglas are hereby authorized and directed to fulfill all obligations under the terms of said agreement.

**PASSED AND ADOPTED** by the Mayor and Council of the City of Douglas, Arizona, this 10<sup>th</sup> day of May, 2017.

  
\_\_\_\_\_  
Robert Uribe, Mayor

Approved as to Form:

  
\_\_\_\_\_  
Juan Pablo Flores, City Attorney

Attest:

  
\_\_\_\_\_  
Brenda Aguilar, City Clerk



## INTERGOVERNMENTAL AGREEMENT FOR ELECTION SUPPLIES AND SERVICES

THIS AGREEMENT is made and entered into this 10th day of May, 2017 by and between COCHISE COUNTY (COUNTY), a political subdivision of the State of Arizona, and the City of Douglas (CITY), located at 425 Tenth Street, Douglas Arizona, 85607, for certain election supplies and services;

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;

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;

WHEREAS, the CITY has by Resolution established that all elections for the City of Douglas will be conducted with no physical polling locations but as an "All Mail" elections (e.g., solely Vote by Mail / Early Ballots);

WHEREAS, pursuant to A.R.S. §§ 16-409, 16-558.02 and 16-411, in connection with an All Mail election voters must be provided with a ballot drop off and replacement location within the CITY;

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 contingent upon receipt of a timely, specific request as provided in Paragraph 2(C), 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 to include total ballots cast within the jurisdiction; total votes for each candidate, question or proposition.
  3. Provide an early board to prepare ballots for tabulation and a count check.
  4. Validate, process and count ballots.
  5. Provide one person to staff and operate the drop off and replacement center (the City will provide a second person) and a secure box for dropped off ballots.
  6. Provide affidavits for the drop off and replacement center as required by A.R.S. 16-558.02.
- C. In-House programming services to include the following:
  1. Ballot layout & design, all ballot styles
  2. Program the operation of the tabulating equipment



3. Program the operation of the election reporting module

D. Arrange for consulting services to include the following:

1. Printing, folding and mailing ballots

E. Provide an estimate of the aggregate cost of the services and supplies.

2. **CITY DUTIES.** The CITY understands and agrees that:

A. The CITY 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. CITY shall pay to the COUNTY the amounts at the rates set forth on Exhibit A hereto at actual cost.

C. The CITY shall provide the information and detail necessary to enable COUNTY to program the ballot, including the Wards or citywide districts for which elections are to be held, the offices to be listed on the ballot, the exact listing of the candidates' names to be included, the exact wording (in English and in Spanish) of any Proposition or ballot Question to be included on the ballot, in the format requested by the COUNTY.

D. If a recount/hand count is necessary, the CITY shall reimburse the COUNTY for administrative costs of conducting a recount at the rate of \$500 per contest/questions/proposition.

E. The CITY shall pay the COUNTY in a timely manner or in any event within thirty (30) days of receipt of invoice.

3. **TERM.** The term of this Agreement shall begin upon approval of the parties and continue through the conclusion of the election.

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, whether intentional or negligent.

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 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.** To the extent required by law, each party to this agreement shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disabilities Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4, and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities.

7. **WORKERS' COMPENSATION.** An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any worker's compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

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

To: **COUNTY**  
Martha L. Rodriguez, Interim Director  
Elections/Special Districts  
1415 Melody Lane, Bldg A  
Bisbee, AZ 85603

To: **CITY**  
Brenda Aguilar  
City Clerk, Douglas  
425 Tenth St  
Douglas, AZ 85607

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

10. **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.

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

12. **BREACH.** Failure by the COUNTY and/or CITY to provide the services/ material or to provide the documentation at the time and in the manner described in this Agreement shall constitute a breach of this Agreement.

13. **WAIVER OF CONFLICT.** The parties to this Agreement are aware that the County Attorney's Offices represents the Cochise County Elections Department, and may or may not also represent other party (for example, Special Districts, including but not limited to Flood, Fire or School Districts) 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.





## INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Intergovernmental Agreement for election services and supplies between the City of Douglas and the County of Cochise for a Special Election to be held on May 16, 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 30<sup>th</sup> day of May, 2017.

Cochise County Attorney

By:   
Britt Hanson, Chief Civil Deputy  
County Attorney

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

DATED this 10<sup>th</sup> day of May, 2017.

By:   
Juan Flores, City Attorney

**EXHIBIT A**

**COCHISE COUNTY  
ELECTIONS/SPECIAL DISTRICTS  
ALL MAIL ELECTION FEE SCHEDULE  
(DOUGLAS)**

<u>Election Services</u>	<u>Rate or Fee</u>	<u>Per</u>
<u>For standard countywide elections</u>		
<b>ADMINISTRATIVE SERVICE FEES</b> (These services include consulting or assistance given the entity, any function performed on behalf of the contracting entity, conducting the logic and accuracy test and tabulation of ballots.)	\$ 500.00	Election
<b>BALLOT PROGRAMMING</b>	\$ 50.00	Issue or Candidate
<b>BALLOT PRINTING – SEPARATE BALLOT</b>	Actual Cost	
<b>ELECTION PERSONNEL</b> (Trouble Shooters, Office Temps, Delivery, Early & Night Boards)	\$ 12.00	Hour
<b>BALLOT BOX SUPPLIES</b>	\$ 50.00	Box
<b>BALLOT PROGRAMMING, LAYOUT, PRINTING, INFORMATION &amp; PUBLICITY PAMPHLETS</b>	Actual Cost	
<b>POSTAGE</b>	Actual Cost	
<u>Recorder (Douglas)</u>		
<b>POSTAGE FOR MAILING EARLY BALLOTS</b>	\$ 0.15	Ballot (200+)
<b>PRINTING &amp; PROCESSING</b>	\$ 0.88	Ballot
<b>ENVELOPES &amp; AFFIDAVITS</b>	\$ 0.66	Ballot
<b>POSTAGE &amp; HANDLING</b>	\$ 1.28	Ballot
<b>UNDELIVERABLE MAILINGS</b>	\$ 0.49	Ballot