



**INTERGOVERNMENTAL AGREEMENT
FOR ELECTION SUPPLIES AND SERVICES**

THIS AGREEMENT is made and entered into this _____ day of _____, 2017 by and between COCHISE COUNTY (COUNTY), a political subdivision of the State of Arizona, and the Bisbee Unified School District #02 (SCHOOL DISTRICT), located at 100 Old Douglas Road, Bisbee, Arizona, 85603, 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 SCHOOL DISTRICT has by Resolution established that ^{this} all elections for the Bisbee Unified School District #02 will be conducted with no physical polling locations but as an "All Mail" elections (e.g., solely Vote by Mail / Early Ballots, ^{or Replacement Ballot Center or Recorder's Office});

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 SCHOOL DISTRICT;

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 staff to operate the drop off and replacement center and provide 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. Arrange for consulting 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
4. Printing, folding and mailing ballots
5. Printing of the Informational Publicity Pamphlet

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

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

- A. The SCHOOL 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. SCHOOL DISTRICT shall pay to the COUNTY the amounts at the rates set forth on Exhibit A hereto at actual cost.
- C. The SCHOOL DISTRICT shall provide the information and details necessary to enable the COUNTY to program the ballot 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 SCHOOL DISTRICT shall reimburse the COUNTY for administrative costs of conducting a recount at the rate of \$500 per contest/questions/proposition.
- E. The SCHOOL DISTRICT 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: DISTRICT
Thomas Woody, Superintendent
Bisbee Unified School District #02
100 Old Douglas Road
Bisbee, AZ 85603

With copy to:
Jacqui Clay, Superintendent
Cochise County School Superintendent's Office
PO Drawer 208
Bisbee, AZ 85603

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

10. **IMMIGRATION LAWS.** Each party warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws") and shall further ensure that any sub-contractor who performs any work under this Agreement likewise complies with the State and Federal Immigration laws.

11. **NO BOYCOTT OF ISRAEL.** In accordance with ARS §35-393.01, each party certifies that it is currently not engaged in, and for the duration of this agreement agrees not to engage in a Boycott of Israel.



12. **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.

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

14. **BREACH.** Failure by the COUNTY and/or SCHOOL DISTRICT 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.

15. **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 the 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.

16. **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.

APPROVED:

COCHISE COUNTY

BY: _____
Ann English, Chair
Board of Supervisors

ATTEST:

BY: _____
Arlathe Rios
Clerk of the Board
Cochise County Board of Supervisors

APPROVED:

BISBEE UNIFIED SCHOOL DISTRICT #09

BY: _____
Authorized Signatory

ATTEST:

BY: _____
Authorized Signatory



INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Intergovernmental Agreement for election services and supplies between the Bisbee Unified School District #02 and the County of Cochise for the Special Budget Override Election to be held on November 7, 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, Chief Civil Deputy
County Attorney

Pursuant to A.R.S. Section 11-952, this Agreement has been reviewed by the undersigned attorney for Bisbee Unified School District #02, who has determined that it is in proper form and is within the powers and authority granted, respectively, to the contracting bodies.

DATED this 29th day of August, 2017.

By: [Signature]
Attorney

Law office of Anne Carl PC

EXHIBIT A

**COCHISE COUNTY
ELECTIONS/SPECIAL DISTRICTS
ALL MAIL ELECTION FEE SCHEDULE
(BISBEE UNIFIED SCHOOL DISTRICT #02)**

<u>Election Services</u>	<u>Rate or Fee</u>	<u>Per</u>
<u>For standard countywide elections</u>		
ADMINISTRATIVE SERVICE FEES (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
BALLOT PROGRAMMING (LAYOUT, PRINTING, INFORMATION & PUBLICITY PAMPHLETS)	Actual Cost	
BALLOT PROGRAMMING – SEPARATE BALLOT	Actual Cost	
POSTAGE (PUBLICITY PAMPHLET)	Actual Cost	
ELECTION PERSONNEL (Trouble Shooters, Office Temps, Delivery & Night Boards)	\$ 12.00	an hour per person
EARLY BOARD (Supervisor, 2-3 boards of 3 people of opposite party)	\$ 12.00	an hour per person
Recorder Fees		
POSTAGE FOR MAILING EARLY BALLOTS	\$ 0.15	Ballot (200+)
PRINTING & PROCESSING	\$ 0.88	Ballot
ENVELOPES & AFFIDAVITS	\$ 0.66	Ballot
POSTAGE & HANDLING	\$ 1.28	Ballot
UNDERLIVERABLE MAILINGS	\$ 0.49	Ballot