

**INTERGOVERNMENTAL AGREEMENT FOR
for
BALLOT-BY-MAIL ELECTION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”), is made on this _____ day of _____, 2023, by and between COCONINO COUNTY, a political subdivision of the State of Arizona by and through its duly elected BOARD OF SUPERVISORS and RECORDER (collectively the “COUNTY”), with offices located at 219 E. Cherry Ave., Flagstaff AZ 86001, and **CITY OF FLAGSTAFF, (“CITY”)**, a Charter City, in Coconino County, Arizona.

RECITALS

1. **CITY** is authorized under Flagstaff City Charter, Article IX, to hold primary, general, and special elections.
2. **COUNTY** is authorized, pursuant to A.R.S. Sections 16-408.D, and 11-251.3, to perform services concerning elections.
3. **COUNTY** is authorized by A.R.S. Section 16-172 to allow any political subdivision conducting an election to utilize the County registration rolls upon negotiation of an agreement to reimburse the County Recorder for actual expenses for preparing the necessary lists for use in such election.
4. **COUNTY** and **CITY** have determined that the use of the services of the Recorder's Office is in the public interest, and **COUNTY** agrees to provide such services.

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 11-952, authorizing contracts between public agencies for services for the joint exercise of powers common to both the **CITY** and the **COUNTY** and in consideration of the mutual covenants and stipulations set forth below, the parties agree as follows:

SECTION 1: PURPOSE

The purpose of the Agreement is to secure the services of **COUNTY**, as enumerated in Section 2, for the preparation and conduct of the **CITY'S** Special Election of November 7, 2023, regarding charter amendments, which will be conducted by mail ballot (the "Election").

SECTION 2: SERVICES TO BE PERFORMED BY COUNTY

COUNTY, or its designated agent, agrees to:

For the vote by mail elections:

- 2.1 Provide ballots, which will allow qualified electors to vote for any questions appearing on the ballot.
- 2.2 Cause the election boards to use the copies of the registers, prepared from the records of the Recorder, for the purpose of identifying the electors qualified to vote in **CITY**

elections.

- 2.3 Conduct training as necessary.
- 2.4 Staff voting and tally boards, count ballots and transmit the results to **CITY** within five (5) business days of each Election Day.
- 2.5 Provide facilities for counting the ballots.
- 2.6 Provide facilities for obtaining replacement ballots for voters who misplace ballots, do not receive ballots, or spoil ballots in any way.
- 2.7 Provide translation, layout, and printing of ballots, ensuring that the return ballot envelopes are coded with a special postal code so that postal officials know to handle them with extreme care and promptness and not to leave them unsecured.
- 2.8 Prepare the necessary registers for use in the election.
- 2.9 Provide an electronic file of all of the registered voters to Runbeck Election Services, in time to meet all legal requirements and deadlines.
- 2.10 Provide publicity for the last day to register, replacement ballot sites, drop-off locations, and early voting availability and deadlines.
- 2.11 Mail ballots, by first class mail, to every registered voter in the City of Flagstaff.
- 2.12 Mail a notice of election to every registered voter for the purpose of notifying voters of the mail ballot election and cleaning up the election rolls.

SECTION 3: OBLIGATIONS OF THE CITY OF FLAGSTAFF

CITY, or its designated agent, agrees to:

- 3.1 Upon completion of the tabulation and transmittal, prepare the canvass and any Certificate of Results, if applicable.
- 3.2 Pay to **COUNTY**, on a reimbursement basis, the actual cost of the service provided, including, but not limited to, \$2.50 per registered voter in the special election and for the actual cost of outreach and administrative services provided by **COUNTY** pursuant to this Agreement. **CITY** will pay **COUNTY** within thirty (30) days after a presentation by the **COUNTY** of demand for payment.
- 3.3 Publish and/or post all legal notices required by statute.
- 3.4 Provide translation, layout, printing, and mailing of Informational Pamphlet.
- 3.5 Prepare and file a report to the Speaker of the House and President of the Senate regarding the Mail Ballot Election results as required by statute. Provide any other notices, including but not limited to notice of change to taxing district boundaries,

required for the contract for elections.

SECTION 4: Contact Information

Communication regarding services provided pursuant to this Agreement shall be directed to the following:

8. Contact Information. Communications regarding services provided pursuant to this Agreement shall be directed to the following:

COUNTY:

Election Director
219 E. Cherry Ave
Flagstaff, AZ 86001
Phone: (928) 679-7896
E-mail: elections@coconino.az.gov

County Recorder
110 E Cherry Ave
Flagstaff, AZ 86001
Phone: (928) 679-7860
Fax: (928) 213-9241
E-mail: ccelections@coconino.az.gov

JURISDICTION:

Flagstaff City Clerk
211 W Aspen Avenue
Flagstaff, AZ 86001

Phone:

E-mail:

SECTION 4: 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 Agreement. The City shall compensate the County for election services provided pursuant to this agreement in accordance with the Section 3.2 of this Agreement.

SECTION 5: TERMINATION

This Agreement shall terminate upon completion or resolution of all matters connected with the election, legal challenges excepted, or upon written notice by either party to the other within thirty days (30) prior to the election date. Should the elections which are the subject of this Agreement be challenged or questioned for any reason whatsoever, then **CITY** shall be solely responsible for the defense of the election, however, the County agrees to make its officers and employees available to testify as witnesses in any litigation related to the Election and to make its officers and employees available for any reasonable preparation for any such litigation.

SECTION 6: INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney fees, (collectively referred to as "Claims") including those arising out of injury of any person, including bodily injury, death, or property damage, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials,

agents, employees, charges, or volunteers.

SECTION 7: EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall be effective at the time of signing and shall terminate as provided in Section 5.

SECTION 8: SEVERABILITY

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

SECTION 9: AUTHORITY TO CONTRACT

Each party represents and warrants that it has **full** power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the Agreement.

SECTION 10: CONFLICT OF INTEREST

This Agreement is subject to Arizona Revised Statutes Section 38-511 and may be canceled if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of either party is an employee, consultant, or agent of the other party to this Agreement.

SECTION 11: DISPUTE RESOLUTION

- 11.1 Resolution of Issues Raised by Third Parties. The Parties understand that from time to time members of the public may raise issues about the conduct of an Election. If requested by the City, the County agrees to provide a thorough written explanation of its procedures to address the concerns raised by a member of the public. The City will not request an explanation from the County until after the canvass of the election and the time period for filing an election challenge has passed. If an election challenge is filed by the member of the public who has raised issues about the conduct of an Election or if the member of the public has brought any legal action to enforce election laws, this paragraph is not applicable.
- 11.2 Attorneys' Fees. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non- prevailing party.

11.3 If there is a dispute between the parties as to whether their actions comply with all applicable laws, the Parties may jointly consult with the Secretary of State's Office for assistance in reaching a resolution.

City of Flagstaff

COUNTY

(Signature of Authorized Agent)

Patrice Horstman, Chair
Board of Supervisors

(Title of Authorized Agent)

Patty Hansen, Recorder

ATTEST:

Clerk of the Board of Supervisors

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

City Attorney

Deputy County Attorney

Exhibit 1

**BALLOT-BY-MAIL ELECTION SERVICES AGREEMENT
ELECTIONS TASK SCHEDULE**

Responsibilities for the conduct of elections pursuant to the Coconino County Ballot-by-Mail Services Agreement are allocated as follows:

TASK		TO BE PERFORMED BY:	
		COUNTY	CITY
Call of Election			X
Legal Advertising, Notices, etc. (also, non-resident voters)			X
Information Pamphlet (If needed)			X
Contact Printer; Order ballots or labels		Recorder	
Provide official ballot language (Including Spanish translation) no later than July 12, 2023			X*
Final Approval on ballot proof (County needs a copy of approval) no later than September 9, 2023			X
Logic & Accuracy (L&A) Test notice to the newspaper within 48 hours of L&A Test		Elections	
Perform L&A testing (Representative of Jurisdiction may be present) no later than October 10, 2023. Accessible voting equipment will be ready by October 10, 2023		Elections	
Mailing of Ballots (Ballots will be mailed to all qualified electors beginning within the allowed statutory time period A.R.S. 16-558.01)		Recorder	
Processing of ballots		Recorder	
Providing Replacement Ballots		Recorder	
Signature Verification -	Ballot affidavit signature comparison	Recorder	
Signature Verification -	Provisional ballots	Recorder	
Tabulation of voted ballots, as permitted by (A.R.S. §16-550-B)		Elections	
Conduct Post Election L&A Test prior to completing canvass documents (A.R.S. §16-642-A), no later than November 27, 2023		Elections	
Submit the final election results to the appropriate authority for canvassing the election results.			X
Upon completion of the canvass, request the Clerk of the Board of Supervisors or the officer in charge of the election to prepare and issue the Certificates of Election if needed.			X
If a change in taxing district boundaries occurs, notify the Department of Revenue by November 1 pursuant to ARS §42-17257.			X

** The County can provide Spanish translation if the jurisdiction needs to delegate this task. The county will bill the jurisdiction the actual cost for these services.*