

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE COUNTY OF YUMA,  
THE YUMA COUNTY RECORDER,  
AND THE  
CITY OF SAN LUIS  
FOR THE PROVISION OF ELECTION SERVICES

THIS AGREEMENT (the "AGREEMENT") is entered into this \_\_\_ day of \_\_\_\_\_ 2019, (the later of the dates of the signatures below) between COUNTY OF YUMA (the "COUNTY"), acting by and through its duly elected governing body, the YUMA COUNTY RECORDER (the "RECORDER"), and the CITY OF SAN LUIS (the "CITY").

**I. RECITALS**

1. The COUNTY owns and operates voting equipment and ballot tabulating equipment and employs certified Election Officials.
2. The CITY seeks to participate in consolidated elections and pursuant to Arizona Revised Statutes § 16-205(C), the CITY and COUNTY wish to enter into this AGREEMENT.
3. The CITY is authorized, if it so chooses, pursuant to § 16-409 and § 16-558 to conduct elections by all-mail ballot (Vote by Mail).
4. The RECORDER is required by Arizona Revised Statutes §16-172 to enter into this AGREEMENT if the CITY requests the use of County registration rolls to conduct an election, and, by seal and signature below, has resolved to enter into this AGREEMENT.
5. The COUNTY is empowered by Arizona Revised Statutes §11-251 and §11-952 to enter into this AGREEMENT and has by appropriate Board action, determined to enter into this AGREEMENT and has authorized the undersigned to execute this AGREEMENT on behalf of the COUNTY.
6. The CITY is empowered by Arizona Revised Statute §11-952 to enter into this AGREEMENT and has by appropriate City Council action, determined to enter into this AGREEMENT and has authorized the undersigned to execute this AGREEMENT on behalf of the CITY.

**THEREFORE**, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## **II. SCOPE**

All parties shall communicate among each other to decide responsibilities implied or required by law for the CITY to participate in consolidated elections which are not covered by this AGREEMENT.

### **1. The COUNTY will:**

- a. Utilize to conduct an election on behalf of the CITY support services, materials and supplies, including but not limited to: ballot cards, voting equipment, vote tallying equipment, precinct supplies, precinct personnel, precinct signature rosters, counting center personnel, early board processing personnel, and such other election materials, supplies and personnel as may be required for the conduct of the type of election called/approved by CITY.
- b. Conduct logic and accuracy tests as required by law and publish all legal notices in connection therewith.
- c. Perform tabulation, prepare unofficial election results and transmit said results to the CITY or designee.
- d. Provide Election Department personnel necessary to administer an election effectively.
- e. At all times comply with the laws and regulations regarding the conduct of elections.
- f. Upon completion of an election, present to the CITY a detailed, itemized statement of charges incurred and billable amounts for any election type called as per the current Election Services Fee Schedule.
- g. For special elections, present to the CITY an estimated cost of an election.

- h. Schedule pre-election and post-election meetings with the CITY as warranted.

2. The **RECORDER** will:

- a. Ensure that the County registration rolls necessary for the COUNTY to conduct an election be provided to the COUNTY at least forty-five (45) days in advance of such election, with supplementation of the rolls provided at least once, as soon as possible after the twenty-ninth (29<sup>th</sup>) day preceding the election, and with further supplementation as may be necessary to conduct early voting.
- b. Handle all early balloting, including early balloting requests, early ballot mailers, on-site early voting, signature verification and other early voting supplies and services that may be necessary.
- c. FOR VOTE BY MAIL ELECTIONS: Mail notice of election to every active registered voter for the purpose of notifying voters of the all-mail election.
- d. FOR VOTE BY MAIL ELECTIONS: Mail ballots to every registered voter within the CITY. Coordinate with the CITY regarding replacement ballots.
- e. Upon completion of an election, present to the CITY a detailed, itemized statement of charges incurred to conduct early voting for a Vote Center election OR Vote by Mail election and billable amounts for each participating school district.
- f. Provide RECORDER personnel necessary to effectively administer early voting and other related services appropriate for the type of election called/approved by CITY.

3. The **CITY** will:

- a. Contact the County no later than 120 days prior to an election date notifying of intent to conduct the election and advise of the

type of election approved by CITY (Vote Center election or all-mail (Vote by Mail) election).

- b. Create, translate, print and mail all publicity pamphlets.
- c. Approve ballot proofs as provided by the COUNTY.
- d. Publish all legal notices in connection with a CITY election with the exception of the logic and accuracy testing notification as described in section 1(c) of this AGREEMENT.
- e. At all times comply with the laws and regulations regarding the conduct of elections.
- f. Attend pre-election and post-election review meetings as requested by the COUNTY.
- g. Reimburse the COUNTY for all charges for election materials, supplies, equipment and personnel required in direct support of the CITY election (Vote Center or Vote by Mail election) and clearly outlined in a detailed, itemized statement of charges within sixty (60) days of submittal to the CITY of a reimbursement request by the COUNTY. The CITY shall establish and maintain a budget covering the payment of all such charges.
- h. Reimburse the RECORDER for the actual additional costs incurred by the RECORDER in the preparation of any lists, electronic data compilations, early voting or Vote by Mail supplies and services under this AGREEMENT within sixty (60) days of submittal to the CITY of a reimbursement request by the RECORDER.
- i. Act as the liaison between CITY candidates and the County regarding any candidate-related issues during an election.

### **III. DURATION OF AGREEMENT**

1. This AGREEMENT is for a term of FIVE (5) year(s) from the date of \_\_\_\_\_, 2019 and can be terminated at any time by any party, with or without cause, upon giving 120 days written notice to the other parties. Upon termination of this AGREEMENT, all property or equipment

used by the parties in the performance of their responsibilities under this AGREEMENT shall remain the property of the party that purchased the property or equipment.

#### **IV. MISCELLANEOUS PROVISIONS**

1. This AGREEMENT may be canceled in accordance with the provisions Arizona Revised Statutes §38-511, regarding Conflicts of Interest.
2. The COUNTY as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, and the RECORDER, engaged in the performance of its mandatory statutory duties, and the CITY, as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, all avow to the other that each has obtained and has in full force and effect a public entity liability policy relating to the faithful performance of duty.
3. The provisions of the Records and Disposition Schedule promulgated by the Department of Library, Archives and Public Records, Approved November 5, 2001, pertaining to the 3-year record retention by the RECORDER of receipts of fees are applicable to this AGREEMENT.
4. If the parties mutually agree, claims, disputes or other matters in question may be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Demand for arbitration must be filed in writing with the other party to this AGREEMENT.
5. All notices or demands upon any party to this AGREEMENT, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Yuma County Elections Department  
197 South Main Street  
Yuma, Arizona 85364

Yuma County Recorder  
197 South Main Street  
Yuma, Arizona 85364

City of San Luis  
Office of the City Clerk

1090 E. Union St.  
P.O. Box 1170  
San Luis, Arizona 85349

6. The CITY is responsible for all liability, damages or expenses involved in defending challenges to the CITY election arising out of the actions of the CITY and its officials, employees and agents.
7. E-verify requirements. To the extent applicable under Arizona Revised Statute §41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Arizona Revised Statutes §23-214(A). The party's breach of the above -mentioned warranty shall be deemed a material breach of the AGREEMENT, and the non-breaching party may terminate the AGREEMENT. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above -mentioned warranty under this AGREEMENT.
8. This AGREEMENT replaces the Intergovernmental AGREEMENT on for the provision of election services for the CITY which was recorded April 17, 2014.

**IN WITNESS WHEREOF**, the parties have executed this AGREEMENT the day and year below written.

**YUMA COUNTY**

**YUMA COUNTY RECORDER**

Under my and seal,

\_\_\_\_\_  
Tony Reyes  
Chair  
Yuma County Board of Supervisors

\_\_\_\_\_  
ROBYN STALLWORTH POUQUETTE  
Yuma County Recorder

This \_\_\_\_ day of \_\_\_\_\_, 2019.

This \_\_\_\_ day of \_\_\_\_\_, 2019.

Attest:

\_\_\_\_\_  
SUSAN K. THORPE  
Clerk of the Board

**CITY OF SAN LUIS**

Attest:

\_\_\_\_\_  
Gerardo Sanchez, Mayor

\_\_\_\_\_  
Sonia Cornelio, City Clerk

This \_\_\_\_ day of January, 2019.

INTERGOVERNMENTAL AGREEMENT DETERMINATION  
BETWEEN  
THE COUNTY OF YUMA  
THE YUMA COUNTY RECORDER  
AND THE CITY OF SAN LUIS  
FOR THE PROVISION OF ELECTION SERVICES  
FOR FISCAL YEARS 2018-2019 to 2024-2025

Pursuant to Arizona Revised Statutes §11-952, the foregoing AGREEMENT has been submitted to the undersigned Attorney for the County of Yuma, Yuma, Arizona. The undersigned has determined that this AGREEMENT is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the County of Yuma.

---

Jon R. Smith, Yuma County Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION

BETWEEN

THE COUNTY OF YUMA,

THE YUMA COUNTY RECORDER

THE CITY OF SAN LUIS

FOR THE PROVISION OF ELECTION SERVICES

FOR FISCAL YEARS 2018-2019 to 2024-2025

Pursuant to Arizona Revised Statutes §11-952, the foregoing AGREEMENT has been submitted to the City Attorney for the City of San Luis, Arizona. The undersigned has determined that this AGREEMENT is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of San Luis.

---

Kay Marion Macuil, San Luis City Attorney