



PINAL COUNTY RECORDER

31 N. PINAL ST. BLDG E-PO BOX 848
FLORENCE, AZ 85232-0848
520-866-6830 FAX: 520-866-6831



LAURA DEAN-LYTLE
RECORDER

BARBARA J. KELLY
CHIEF DEPUTY

Subject: Intergovernmental Agreements

In order to supply your City, Town, or District with Election and Voter Registration services, the attached Intergovernmental Agreement (IGA) must be completed.

Make sure to complete all applicable areas and obtain signatures from the appropriate parties (including your legal counsel). Please return the IGA as soon as possible so that the remaining signatures can be obtained.

Upon completion, please return the IGA to the address listed on the upper right hand corner of the agreement. To ensure that all statutory and legal requirements are met (by all parties), we strongly suggest that the signed IGA is in our office at least one hundred twenty days prior to the election date.

After all signatures have been obtained, you will receive an approved copy. If you have any questions, please contact our Voter Registration Department at 520 866-6861.

To be completed by City/Town/District:

Contact name _____

Title _____

Address _____

Phone Number _____

Completed Agreement filed and

returned to:

Pinal County Recorder

Voter Registration Dept

P. O. Box 848

Florence, AZ 85232

INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF SERVICES BY THE PINAL COUNTY RECORDER AND ELECTIONS DEPARTMENT

THIS AGREEMENT is entered into this _____ day of _____, 20 _____, between Pinal County, a political subdivision of the State of Arizona, hereinafter referred to as "County", and _____, hereinafter referred to as "City/Town/District."

WHEREAS, Arizona Revised Statutes 11-952 allows public agencies to contract for services and enter into agreements; and,

WHEREAS, City/Town/District may hold Special/Regular elections for bond issues, recalls, overrides, etc. pursuant to A.R.S. 9-523, 15-481, 15-491, 19-201 et seq. and other relevant statutes: and,

WHEREAS, County is authorized, pursuant to A.R.S. 11-251 (3), 16-172, and 16-511, et seq., to perform services concerning elections; and,

WHEREAS, County and City/Town/District have determined that the use of certain services of the Pinal County Elections Department and the Pinal County Recorder's Office is in the public interest, and the County agrees to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants of and stipulations set forth herein, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to secure the services of the County for the preparation and conduct of _____ election(s) to be held on _____.
Name of election Date

2. The Services provided by County Elections Department are:

- a. Prepare ballot formats for the City/Town/District to be approved by the Jurisdiction.
- b. Provide the sample ballots with the City/Town/District measures' positions according to precincts within the boundaries of the City/Town/District.
- c. Provide sample ballots, if required, for public distribution and issue them through the City/Town/District.
- d. Provide ballots to be used in each precinct, which will allow qualified electors to vote for the City/Town/District Candidates and/or Measures.
- e. Tally official results of the elections, utilizing paper ballots or electronic ballot counting equipment as mutually agreed upon between City/Town/District and County.
- f. Cause the precinct election boards to utilize the copies of precinct registers, prepared from the records of the County Recorder, for the purpose of identifying the electors qualified to vote in the above-mentioned election.

3. The Services provided by County Recorder are:

a. Provide copies of precinct registers of qualified electors for precincts contained partially or wholly within the City/Town/District limits. Said registers shall be prepared from the voter registration records of the County Recorder.

b. **EARLY VOTING** – Please designate below

Check this block if you want the County Recorder to handle all Early Voting functions.

Check this block if City/Town/District will be conducting Early Voting. If this block is checked, the County Recorder will provide the following:

- ballot supplies to the City/Town/District needed to conduct Early Voting
- the City/Town/District with a list of qualified electors who are eligible to vote early; such lists are to be used solely by the City/Town/District for Early Voting, or such other purposes as may be specifically authorized by law. Said lists shall be generated from the voter registration records of the County Recorder
- list of permanent early voters that are to automatically be mailed an early ballot without being required to submit a early ballot request

4. Obligation of City/Town/District. The City/Town/District or designate thereof agrees to:

- a. Provide the Elections Department with a certification of the measures to appear on the official ballot for the Special/Regular election.
- b. Provide a certified list of measures and the order of appearance of the measures to the Elections Department ninety days (90) prior to the election.
- c. Provide the City/Town/District limits to Voter Registration Department (boundaries in a written format that may include a map) ninety (90) days prior to the election.
- d. This paragraph applies only to City/Towns/District that handle their own Early Voting- Provide the County Recorder, upon receipt and prior to processing early ballots, copies of the complete Applications of Early Ballots for signature comparison by the County Recorder or other officer in charge of elections as required by A.R.S. 16-550 (A). These copies can be provided by mail, hand delivery, or facsimile transmission as time constraints dictate.
- e. Pay to County, on a reimbursable basis, all costs of personnel, election materials, and supplies expended by County pursuant to this Agreement. City/Town/District will make said payment to County within fourteen (14) days after presentation by County of demand for said payment.
- f. If the City/Town/District chooses to conduct their own early voting, a list of all "Inactive Status" electors who voted in the election pursuant to A.R.S. 16-583 shall be provided.
- g. Agree to be a point of contact regarding conditional provisional ballots - in that a voter of a conditional provisional ballot can take an acceptable type of personal identification to qualify the subject conditional provisional ballot; document what type of identification is provided indicating any identification numbers and issue dates: provide a daily receipt of identification forms from conditional provisional ballot holders by City/Town/district clerk offices that will be forwarded to the Voter Registration Office. This can be done by fax or hand-carried.

5. Manner of Financing and Budgeting. Each party represents that it has sufficient funds available in its current fiscal year budget to discharge the funding obligation imposed by this Agreement, and agrees that such funds shall be solely available therefore.

6. Termination. This Agreement shall terminate upon all matter connected with the election being resolved, legal challenges excepted, or upon written notice by either party to the other within thirty (30) days of the effective date of this Agreement. Should the election herein be challenged or questioned for any reason whatsoever, then in such event, City/Town/District shall be solely responsible for

defending, legally or otherwise, said election.

7. Indemnification of County. City/Town/District further agrees to indemnify, to defend and to hold harmless the County, including but not limited to all of its agencies and personnel thereof from any and all actions, causes of action, claims, demands, damages, costs, expenses, attorney's fees, on account of or in any way growing out of an accident, incident, or occasion which might arise as a result of this Agreement, except those arising from the sole negligence of the County's participation in the election. The City/Town/District specifically agrees to insure and indemnify the County against any and all damage or loss to any of the electronic ballot tallying equipment or other County property, which may occur due to the fault of negligence of any person other than the County. The value of the electronic ballot tallying system is hereby agreed to be the then current cost of similar new equipment. Further, it is hereby agreed by and between the County and the City/Town/District that in the event it is necessary to repair the electronic ballot tallying equipment, such repair will be done under the supervision of qualified County personnel, for which the City/Town/District agrees to reimburse the County for its actual costs incurred.

8. Effective Date and Term of Agreement. This Agreement shall be effective after filing same with the Pinal County Recorder pursuant to A.R.S. 11-952 (F), and shall terminate as provided in 6 above.

9. Equal Employment Opportunity. County will comply with applicable Equal Employment Opportunity contract enactments.

10. Severability. If any provisions of this Agreement or application thereof to the County, City/Town/District, person or circumstances is held invalid; such invalidity shall not affect other provisions or applications of this Agreement, which can be given effect, without the invalid provision or application and to the end the provisions of the Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement the day and year first above written.

CITY/TOWN/DISTRICT OF:

PINAL COUNTY

Printed Name

BY: _____
Laura Dean-Lytle
Pinal County Recorder

BY: _____
Name/Title

Pinal County Board of Supervisors

ATTEST:

BY: _____
Chairman

BY: _____
City/Town/District Clerk

ATTEST:

Approved as to form:
And within the powers and authority granted under the laws of this State to the District

BY: _____
Clerk, Board of Supervisors

BY: _____
City/Town/District Attorney

Approved as to form:

BY: _____
Deputy County Attorney