# PINAL COUNTY ELECTIONS
## MICHELE FORNEY

*Subject: Intergovernmental Agreements*

In order to supply your School District with Election and Voter Registration services, please complete the attached Intergovernmental Agreement (IGA).

Fill-in all applicable areas and obtain signatures from the appropriate parties (including your legal counsel).

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), the signed IGA must be in our office at least one hundred twenty days prior to the Election Date.

After all signatures have been obtained and the IGA is approved by the Pinal County Board of Supervisors, you will receive an approved copy. If you have any questions, please contact our Elections Department at (520) 866-7557.

188 S. MAIN STREET * COOLIDGE, AZ 85128
P. O. BOX 2209 * COOLIDGE, AZ 85128
PH (520) 866-7557 * FAX (520) 866-7551 * TDD (520) 866-6851
pinal.gov/Departments/Elections

**To be completed by School District:**

Contact name _____

Title_____

Address _____

_____

Phone Number _____

**Completed Agreement filed and returned to:**
Pinal County Elections Dept.

P. O. Box 2209
Coolidge, AZ 85128

# 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 "District".

**WHEREAS**, A.R.S. Section 11-952 allows public agencies to contract for services and enter into agreements; and,

**WHEREAS**, District may hold Special/Regular elections for bond issues, recalls, overrides, etc pursuant to A.R.S. Sections 15-481, 15-491, 19-201 et seq., and,

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

**WHEREAS,** County and 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.** 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 of election

2. **The Services provided by the County Elections Department are:**

   **a.** Prepare ballot formats for the District to be approved by the Jurisdiction.

   **b.** Provide the sample ballots with the District measures' positions according to precincts within the boundaries of the District.

   **c.** Provide sample ballots, if required, for public distribution and issue them through the District.

   **d.** Provide ballots to be used in each precinct, which will allow qualified electors to vote for the District Candidates and/or Measures.

   **e.** Conduct logic and accuracy tests as required by law and publishing all legal notices in connection therewith.

   **f.** Prepare and issue certificates of election to candidates declared to be elected.

   **g.** Tally official results of the election(s), utilizing paper ballots or electronic ballot counting equipment as mutually agreed upon between District and County.

   **h.** 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(s).

3. **The Services provided by the County Recorder are:**

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

   **b. Early Voting – Indicate only one below:**

   ☐ **District authorizes County Recorder to handle all Early Voting Functions.**

   ☐ **District will be handling Early Voting functions. The County Recorder will provide the following:**

   - A list of qualified electors who are eligible to vote early: such lists are to be used solely by the District for Early Voting, or such other election related purposes as may be specifically authorized by law.
   - A list of permanent early voters within the District that are to automatically be mailed an early ballot. Said lists shall be generated from the voter registration records of the County Recorder.

4. **Obligation of District. The District or Designee thereof agrees to the following, however in the case of school districts, for items c-i below the Designee shall be the County School Superintendent unless otherwise noted:**

   **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 (90) days prior to the election.

   **c.** Provide nominating petitions and other necessary information to prospective candidates for council positions.

   **d.** Accept candidates' nomination documents for filing.

   **e.** Accept candidates' financial disclosure statements.

   **f.** Accept all campaign finance statements and expenditure reports from candidates and/or candidates' campaign committees.

   **g.** Provide the County Elections Office with the names of any Write-in candidates as prescribed by law.

   **h.** Publish all legal notices in connection with district election with the exception of the logic and accuracy test notification as described in Section 2(e) of this agreement.

   **i.** Provide and distribute publicity pamphlets, if required, for public distribution through the District.

   **j.** If the District chooses to conduct 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. Section 16-550(A). These copies can be provided by mail, hand delivery, or fax as time constraints dictate.

   **k.** Pay to County, on a reimbursable basis, all costs of personnel, election materials, and supplies expended by County pursuant to this Agreement. District will make said payment to County within fourteen (14) days after presentation by County of demand for said payment.

   **l.** If the 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. Section 16-583 shall be provided to the County Recorder.

   **m.** 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 District Clerk's office that will be forwarded to the Voter Registration Department of the Pinal County Recorder. 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. **Disposition of Property**. The Parties do not anticipate joint acquisition of property during the term of this agreement.

7. **Termination.** This Agreement shall terminate upon all matters 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, District shall be solely responsible for defending, legally or otherwise, said election.

8. **Indemnification of County.** To the extent allowed by law, the County agrees to indemnify and hold harmless the District from all injuries to persons or property caused by the acts or omissions of the County arising out of the County's activities under this Agreement. To the extent allowed by law, the District agrees to indemnify and hold harmless the County from all injuries to persons or property caused by the acts or omissions of the District arising out of the District's activities under this Agreement.

9. **Conflict of Interest.** The parties have been advised of and are aware that the Pinal County Attorney's Office represents both Pinal County and also the District and have been informed to seek the advice of outside counsel. The parties expressly and mutually waive any adverse interest that may exist and also waive any allegations of conflict of interest by the Pinal

County Attorney's Office and expressly approve of the Pinal County Attorney's Office dual representation.

10. **Effective Date and Term of Agreement.** This Agreement shall be effective upon approval by the Pinal County Board of Supervisors, and shall terminate as provided in 6 above.

11. **Nondiscrimination.** The parties shall comply with Executive Order 2009-9 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.

12. **Severability.** If any provisions of this Agreement or application thereof to the County, 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.

13. **E-Verify/Immigration**. The parties warrant and represent to each other that they are in compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. Sections 41- 4401 and 23-214, and all other federal and state immigration laws and regulations.

14. **Cancellation.** This Agreement may be canceled by either party for conflict of interest pursuant to A.R.S. Section 38-511.

15. **Governing Law**. This Agreement shall be construed under the laws of the State of Arizona and by applicable federal law.

16. **Entire Agreement**. This Agreement contains the entire agreement between parties concerning its subject matter and any amendment to this Agreement shall not be made except by mutual written agreement of the parties.

**17. Notices**. All notices *required* by this Agreement, such as notice of termination, shall be sent by U.S. certified mail, return receipt requested, or delivered by hand to the party at the address indicated or such other address requested by notice to the other party. A notice shall be considered given when received.

| | |
|---|---|
| County: Pinal | District: |
| Name, Title: Pinal County Election Dept. | Name, Title: |
| Address: P. O. Box 2209, Coolidge, AZ 85128 | Address: |

Notwithstanding the above, any routine communications between the parties that do not affect the rights of obligations of the parties, such as communications regarding the election(s), results, canvass, or otherwise may be sent and received via email.

**18. Waiver**. A waiver by either party of any of the terms, conditions and covenants to be performed by the other shall not be construed to be a waiver of any succeeding breach, nor of any other term, condition, or covenant contained in this Agreement.

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

## DISTRICT

_____
Printed School District Name

**BY:** _____
Name/Title

## ATTEST:

**BY:** _____
District Clerk

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

**BY:** _____
Attorney for School District

## PINAL COUNTY

**BY:** _____
Michele Forney
Pinal County Elections Director

## PINAL COUNTY BOARD OF SUPERVISORS

**BY:** _____
**Chairman**

## ATTEST:

**BY:** _____
Clerk, Board of Supervisors

**Approved as to form:**

**BY:** _____
Deputy County Attorney