



INTERGOVERNMENTAL AGREEMENT FOR ELECTION SUPPLIES AND SERVICES

THIS AGREEMENT is made and entered this ____ day of _____, 2022 by and between COCHISE COUNTY ("COUNTY"), a political subdivision of the State of Arizona, and the **City of Douglas** ("CITY"), located at 425 Tenth Street, Douglas Arizona, 85607, 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; and

WHEREAS, the COUNTY seeks to assist in the elections process by providing election supplies and services to cities, districts, or other governing bodies within theregion; and

WHEREAS, the CITY has by Resolution established that all elections for the City of Douglas will be conducted with no physical polling locations, but as an "All Mail" elections (e.g., solely Vote by Mail / Early Ballots); and

WHEREAS, pursuant to A.R.S. §§ 16-409, 16-558.02 and 16-411, in connection with an All- M a i l election, voters must be provided with a ballot drop off and replacement location within the CITY on election day from 6:00am until 7:00pm; and

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. SCOPE. The scope of this Agreement is limited to election services and supplies between the CITY and COUNTY for the Consolidated Election(s) to be held on March 8, 2022, and May 17, 2022, (If applicable).



2. COUNTY DUTIES. The COUNTY agrees contingent upon receipt of a timely, specific request as provided in Paragraph 3(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. Provide public notice and 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.
4. Provide central count election tabulation for early mail ballots to validate, process and count ballots.
5. Provide one trained person to staff and operate the drop off and replacement center (the City will provide two additional persons) and 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.
7. Provide all signage and supplies required to operate the drop off and replacement center. including delivery and pickup of same items.
8. Provide for storage and destruction of ballots, affidavits, and election related materials in compliance with the State of Arizona Retention Schedule guidelines.

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 to all eligible voters.

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



- E. Operate a Ballot Replacement Center, during business hours, at the Cochise County Recorder's Office, located at 1415 Melody Lane, Building B, Bisbee, Arizona, 85603, starting on the date of early voting through the close of Election Day at 7 p.m.

3. CITY DUTIES. The CITY understands and agrees that:

- A. The CITY retains the primary responsibility for ensuring 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. CITY shall pay to the COUNTY the amounts at the rates set forth on Exhibit A, attached hereto and incorporated into this Agreement at actual cost.
- C. With respect to any specific election for which the CITY desires services and supplies pursuant to this Agreement, the CITY shall provide written notice of the election to the COUNTY at least one hundred fifty (150) days prior to such election.
- D. The CITY shall provide the information and detail necessary to enable COUNTY to program the ballot, including the Wards or citywide districts 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 and 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.
 - 1. Translation of the ballot text shall be provided by the CITY.
 - 2. The CITY is responsible for any language, layout, design, printing mailing and distribution of any Informational Publicity Pamphlets specific to a CITY ballot measure at an additional cost.
 - 3. The CITY is responsible for the final ballot proof.



- E. If an election is cancelled prior to programming or printing ballots, the CITY shall reimburse the COUNTY for administrative actual costs per Fee Schedule.
- F. The CITY shall pay the COUNTY in a timely manner, or in any event, within thirty (30) days of receipt of invoice.
- G. The CITY understands that they will be billed jointly, on one invoice, by the Elections Department and Recorder's Office for election services as outlined in the attached Fee Schedule.
- H. The CITY shall provide a location in City Hall, located at 425 Tenth Street, Douglas Arizona, 85607, to operate a Replacement Ballot Center on Election Day from the hours of 6:00 a.m. to 7:00 p.m.

4. TERM. The term of this Agreement shall begin upon approval of the parties and continue through the conclusion of the May 17, 2022 election.

5. 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.

6. 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.



7. 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.

8. 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.

9. IMMIGRATION LAWS. The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

10. INSPECTION AND AUDIT. The Parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.



11. NOTICE. All written communications shall be addressed and mailed or personally served upon the parties, as follows:

To: COUNTY

Lisa M. Marra, Director
Cochise County Elections
1415 Melody Lane, Bldg. E
Bisbee, AZ 85603

To: CITY

Alma Andrade, City Clerk
City of Douglas
425 Tenth Street
Douglas, AZ 85607

12. GOVERNING LAW. This Agreement shall be governed and interpreted by the laws of the State of Arizona and jurisdiction shall be in Arizona courts with venue in Cochise County, Arizona.

13. 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.

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

15. BREACH. Failure by the COUNTY and/or CITY to provide the services material to this Agreement, or to provide the documentation at the time and in the manner described in this Agreement, shall constitute a breach of this Agreement.

16. WAIVER OF CONFLICT. The parties to this Agreement are aware that the County Attorney's Office represents the Cochise County Elections Department and may, or may not, also represent 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 counsel's representation of other parties to this Agreement.

17. PUBLIC RECORDS LAW. Notwithstanding any provision in the Agreement to the contrary, disclosure of any documents or records are subject to Arizona Public Records Law, A.R.S. §§ 39-121, *et seq.*



18. CERTIFICATION PURSUANT TO A.R.S. § 35-393.01. If CITY engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, CITY certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842

19. 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.

IN WITNESS WHEREOF, the Parties have authorized the designated officials indicated below to execute this Agreement indicating their respective approval.

APPROVED:

APPROVED:

COCHISE COUNTY

CITY OF DOUGLAS

Richard G. Karwaczka
County Administrator
Board of Supervisors

Donald Huish, Mayor

ATTEST:

ATTEST:

Kim Lemons, CPCC
Clerk of the Board
Cochise County Board of Supervisors

Alma Andrade
City Clerk
City of Douglas



INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Intergovernmental Agreement for election services and supplies between the City of Douglas and the County of Cochise for the Consolidated Election(s) to be held on March 8, 2022 and May 17, 2022 (if applicable).

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, under the laws of the State of Arizona to Cochise County.

DATED this _____ day of _____, 2022.

Cochise County Attorney

By: Paul Correa
Paul Correa, Civil Deputy
Cochise County Attorney's Office

Pursuant to A.R.S. Section 11-952, this Agreement has been reviewed by the undersigned attorney for City of Douglas, who has determined that it is in proper form and is within the powers and authority granted, respectively, to the contracting bodies, under the laws of the State of Arizona to the City of Douglas.

DATED this _____ day of _____, 2022.

Denis Fitzgibbons, City Attorney
City of Douglas

EXHIBIT A

COCHISE COUNTY ELECTION FEE SCHEDULE ALL MAIL ONLY ELECTION Per Resolution 19-10 (4/23/19)

Election Menu of Services

Election Fee per registered voter	\$ 1.75
Election Fee if not met above	\$2,200
Cancel if programming started	Actual Cost
Recount per total ballots cast	Included
Info Pamphlet & Postage	Jurisdiction works with Supplier directly
Poll workers - Early Board	Included
Poll workers - Class	Included
Poll workers mileage	Included
Replacement Center Poll worker (1)	Included
Election Records Destruction	Included
Copy fee	\$0.30
Recorder's Office Mailing Fees	Actual Cost currently \$3.50 per voter
	TOTAL COST PER VOTER \$5.25