



Intergovernmental Agreement FOR PROVISION OF SERVICES BY THE COCONINO COUNTY ELECTIONS DEPARTMENT

This Agreement for Services is entered into this _____ day of _____, 2024 pursuant to A.R.S. 11-951 *et seq* between **COCONINO COUNTY**, for and on behalf of **COCONINO COUNTY ELECTIONS DEPARTMENT (CCED)**, a political subdivision of the State of Arizona, hereinafter referred to as **COUNTY**, and **Sedona-Oak Creek Joint Unified School District #9**, hereinafter referred to as **JURISDICTION**, also a political subdivision of the State of Arizona.

WHEREAS, the COUNTY has authority under A.R.S. Title 16 and 19 to conduct elections and responsibility for establishing and staffing polling places, preparing and counting ballots, and providing voting equipment;

WHEREAS, the COUNTY RECORDER has the authority to maintain voter registration rolls and to conduct early balloting under A.R.S. 16-162 and A.R.S. Title 16, Ch. 4, Art. 8;

WHEREAS the JURISDICTION has the responsibility for conducting its own elections under A.R.S. Title 16;

WHEREAS, the JURISDICTION is authorized to enter into an Agreement with the Board of Supervisors and County Recorder for election services under A.R.S. 16-408 and desires to use the election services of COUNTY to conduct its election as set forth below;

NOW THEREFORE, in consideration of the mutual agreements **described** herein, the parties agree as follows:

SECTION 1: PURPOSE

The purpose of this Agreement is to secure the services of COUNTY, as enumerated in Section 4, for the preparation and conduct of the election described above for the JURISDICTION.

SECTION 2. TYPES OF ELECTIONS AND IMPORTANT DATES

COUNTY agrees to provide election services for the following election:

GENERAL ELECTION

Date of General Election: <11/05/2024>

Early Voting Begins:..... <10/09/2024>

Last Day to Register to Vote:..... < 10/07/2024>

Last Day to Vote Early:..... < 11/01/2024>

SECTION 3. LIAISONS FOR JURISDICTION AND COUNTY COMMUNICATIONS

a. Each Party designates the individuals listed below as its liaison and alternate liaison hereunder.

Jurisdiction Liaison

Name: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Cell Phone: _____

Officer Phone: _____

Jurisdiction Legal Counsel:

Name: C. Benson Hufford

Gust Rosenfeld, P.L.C.

Address: 125 East Elm Avenue, Flagstaff, AZ

86001

Telephone: (928) 226-0000

Fax: (928) 779-3621

E-mail: bhufford@gustlaw.com

Cell Phone: (928) 606-3786

Officer Phone: _____ N/A

County Liaison

Name: _____

Address: _____

Telephone: _____

Fax: _____

E-mail : _____

Cell Phone: _____

Officer Phone: _____

County Liaison Alternate

Name: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Cell Phone: _____

Officer Phone: _____

- b. The County Liaison shall act as the County's primary liaison with the Jurisdiction for the Election and shall have primary responsibility for performance of the County obligations hereunder. In the event the Jurisdiction needs immediate assistance, and the County Liaison is unavailable, the Jurisdiction shall contact the Alternate County Liaison.
- c. The Jurisdiction Liaison shall act as the Jurisdiction's primary liaison with the County for the Election and shall have primary responsibility for the performance of the Jurisdiction's obligations hereunder. In the event the County Liaison needs immediate assistance, and the Jurisdiction Liaison is unavailable, the County Liaison shall contact the Jurisdiction's Legal Counsel.
- d. **Notices.** All correspondence and notices required to be given under this Agreement shall be delivered to the Parties' respective liaisons identified above at the addresses listed above and shall be deemed

received: (1) immediately upon hand delivery; or (2) immediately upon email transmission, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission.

SECTION 4: SERVICES TO BE PERFORMED BY COUNTY

The Coconino County Elections Department (CCED), or its designated agent, agrees to provide the following election services for the JURISDICTION for elections specified by this agreement:

I. PRINTING

The statutory required number of ballots will be designed, ordered and printed through CCED, so that the election can use the Elections System and Software (ES&S) Optical Scan and Accessible Voting System.

II. TRANSLATION

- A. SPANISH:** Translation of ballot text may be provided by JURISDICTION. The jurisdiction is responsible for ensuring the Spanish translation of the ballot text also appears in the Information Report, Publicity Report and Sample Ballot.
- B. NATIVE AMERICAN:** If a portion of the jurisdiction is located on a Native Reservation, all election related materials must be translated into the appropriate Native American language to comply with Section 205 of the National Voter Registration Act Act . CCED will provide Navajo and Hopi language interpretation for the ballot.
- C. ACCESSIBLE AUDIO:** CCED will prepare an accessible audio ballot for the electronic ballot marking devices to be made available to voters upon request at any Polling Place or Vote Center within the County.

III. JURISDICTIONAL LIMITATION

If the Jurisdiction encompasses territory outside of Coconino County, Arizona, this Agreement shall be construed to apply only to that portion of the Jurisdiction that falls within Coconino County.

VI. BALLOTS

- A.** CCED will have Official Ballots printed and distributed to the early voting sites, polling places and vote centers.
- B.** CCED will determine the number and letter of each ballot issue and question for the JURISDICTION and any other coordinating jurisdictions participating in the election.
- C.** JURISDICTION will provide CCED with final ballot language, including the Spanish translation, no later than 106 days prior to Election Day.

- D. The ballot language, and candidates for eligible offices in the Jurisdiction must be submitted via “Certified Ballot Language” form, from the Jurisdiction Liaison with the seal of the Jurisdiction. (Exhibit A.)
- E. After 106 days prior to election day, JURISDICTION will pay \$100 per change to CCED for any changes or alterations to final ballot language unless it is an error or omission made by CCED.
- F. CCED shall provide the JURISDICTION a ballot proof. The JURISDICTION shall have two calendar days following receipt of the proof to notify CCED of any corrections to the ballot because of errors or omissions.
- G. Should the JURISDICTION notify CCED of corrections later than the allowable response period outlined above, COUNTY may at its option, modify the ballot and bill the JURISDICTION the full actual incurred labor and materials cost to make the requested corrections, or the COUNTY may terminate this agreement with written notice to the JURISDICTION within 3 calendar days of its receipt of the correction request from JURISDICTION. The three calendar day period includes the day of delivery from the JURISDICTION to COUNTY if this occurs before noon on a business day.
- H. No corrections sent by the JURISDICTION to the COUNTY after the deadline of 50 days prior to the election date may be made to ballots by the COUNTY. In such cases, if the COUNTY does not terminate this agreement and JURISDICTION is included in the election, JURISDICTION shall bear the full liability and cost for impact of any uncorrected late corrections sent to the COUNTY which could not be corrected in the ballots.
- I. JURISDICTION shall bear the full liability and cost for impact of any damages or costs due to or associated with unidentified errors remaining in the ballots which originated from the JURISDICTION in materials sent to the COUNTY and not identified by the JURISDICTION during proofing phase and communicated with in the permissible time period by the JURISDICTION to the COUNTY for correction.

VII. ELECTION BOARD WORKERS

CCED will recruit, train, provide and pay Election Board Workers to conduct the election on behalf of the Jurisdictions.

VIII. POLLING PLACES

CCED will designate and enter into lease agreements with the required number of polling places and vote centers to conduct the election. (This includes reserving each site and executing a Polling Place Agreements with each location.)

VIII. REGISTERS AND ROSTERS

- A. The County Recorder will provide the statutory lists of registered voters for early voting and for use at the polling places and vote centers.
- B. Voter lists, registers and files contain restricted Data – release or distribution of all or any portion of such information is restricted, and in some cases prohibited by law, subject to criminal prosecution.

IX. ELECTION DAY SUPPLIES

CCED shall deliver, maintain, and pick up polling place and vote center supplies, while maintaining all necessary chain of custody and safety protocols.

X. LOGIC AND ACCURACY TEST

- A. CCED will conduct the Logic and Accuracy Tests of vote tabulating equipment.
- B. CCED will publish notice of the Logic and Accuracy Tests.

XI. EARLY VOTING

COUNTY RECORDER will conduct early voting by mail and in person at locations designated by the Board of Supervisors.

XII. BALLOT COUNTING/RESULT REPORTING

The County Recorder shall process all early and provisional ballots received and transfer them to CCED. The CCED shall count all ballots cast at a polling location or vote center on election day. CCED shall produce the ballot counts and upload unofficial Election results to the Election Night Reporting system (unless the Secretary of State waives or modifies this requirement).

Upon completion of the Election Canvass, the CCED shall upload a summary of Election results to the Election Night Reporting System.

If a recount is mandated, CCED shall inform the JURISDICTION and follow the recount process as outlined by the Secretary of State for Arizona to complete a recount and canvass the election results.

Following the canvass of the election approval by the County Board of Supervisors, the CCED shall upload official Precinct Election results to its public website and make these results available to the JURISDICTION upon request.

XIII. RECOUNT IF MANDATED BY STATE STATUTES

If a recount of specific races in the election are mandated by Arizona Revised Statutes, on Federal or State races, CCED shall conduct the recount based on court order, and the State of Arizona shall bear the full cost of the recount.

If a race in a JURISDICTION falls within the automatic recount thresholds, CCED will notify the Jurisdiction, and file all necessary and required court motions to order the recount on the behalf of the jurisdiction. In such cases, the JURISDICTION shall bear the full cost of the recount which will be invoiced to JURISDICTION by COUNTY, in addition to the election fees outlined in Section 5.

XIV. RECORDKEEPING:

CCED shall store all Election records, including but not limited to all voted and unvoted ballots, voter affidavits, and Election Canvass and results reports for the retention periods outlined by Arizona Revised Statutes.

XV. CCED DUTIES SUBJECT TO JURISDICTION PERFORMANCE.

The responsibility of the CCED to perform the duties set forth above are contingent upon the performance of the JURISDICTION's own duties hereunder. The CCED shall not be responsible for failing to meet any deadlines or failure to provide election services outlined herein, if such failure was caused by the JURISDICTION'S failure to timely submit the required information in a form required by this Agreement and Applicable Law.

SECTION 5: OBLIGATIONS OF JURISDICTION

JURISDICTION, or its designated agent, agrees to:

1. Pay the following costs to CCED:

\$2.00 per registered voter, except as provided below, plus:

Actual cost of Native American Outreach

Actual cost of Spanish translation

\$100 per late correction submitted to the COUNTY if accepted by COUNTY.

Actual costs of labor, and materials when due to an error of the JURISDICTION.

2. Pay any additional or unique election costs resulting from JURISDICTION delays and/or special preparations or cancellations relating to the JURISDICTION's participation in the Election run by COUNTY.
4. Publish and/or post all legal notices required by statute, except for the notice for the Logic and Accuracy tests.
5. Prepare, print and mail any required informational pamphlet.
6. If a change in taxing district boundaries occurs, notify the Department of Revenue by November 1 pursuant to ARS §42-17257

7. Maintain adequate insurance coverage for public entity errors and omissions and evidence same to COUNTY along with endorsement of additional insured for its work or materials sent to the COUNTY for an election.
8. The Jurisdiction is responsible for confirming that all legal requirements have been met and that all other activities related to a given election are carried out as required. Upon request the County will provide to the Jurisdiction, in advance, all ballot styles, forms, and documents pertaining to each election conducted pursuant to this Agreement for the Jurisdiction's review and approval. It is the responsibility of the Jurisdiction to confirm that all legal requirements are met.

SECTION 6: 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.

- A. CCED will keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's administration of the election. CCED will keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to election services for the JURISDICTION. The JURISDICTION'S proportional share of actual costs shall be based upon County's total expenditures.

SECTION 7: JURISDICTION WITHDRAWAL/CANCELLATION OF AN ELECTION

- a. The Jurisdiction may cancel an election of persons to office or withdraw a Ballot Measure only as permitted by Applicable Law.
- b. If the Jurisdiction resolves to cancel an election to office or withdraw a Ballot Measure, the Jurisdiction shall do the following:
 - i. Provide the CCED with written notice of such determination immediately.
 - ii. Provide public notice by publication of such cancellation or withdrawal as required by Applicable Law; and
 - iii. Pay the CCED its actual costs incurred in connection with the cancelled election or withdrawn Ballot Measure, which may include costs incurred by the CCED both before and after receipt of the Jurisdiction's notice of cancellation or withdrawal. Such payment shall be due within thirty (30) days after the Jurisdiction's receipt of an invoice from the CCED for such payment.

SECTION 8: TERMINATION

This Agreement shall terminate upon resolution of all matters connected with the elections, legal

challenges excepted, or upon written notice by either party to the other within thirty (30) days prior to the election date(s). Should the election herein be challenged or questioned for any reason whatsoever, then, subject to the Jurisdiction's right of indemnification under Section 8 of this Agreement, the Jurisdiction shall be solely responsible for the defense of said election, provided that the County shall cooperate in the defense of such challenge and shall provide its officers and employees as necessary to testify in any proceedings arising from the challenge.

Expediency: Failure to comply with the terms of this agreement and/or the deadlines as published in the Election Calendar or state law may result in consequences up to and including termination of this agreement. In such cases, costs incurred up to and including termination date shall be invoiced to the JURISDICTION, and the JURISDICTION shall be fully obligated and liable to reimburse these costs to COUNTY.

SECTION 9: INDEMNIFICATION OF COUNTY AND DISTRICT

To the extent permitted by law, each party agrees to hold the other party harmless and to indemnify the other for any loss, liability or damage arising from any action, omission or negligence of each party's employees, officers or agents, regarding the performance of this Agreement. Both the JURISDICTION and the COUNTY agree that they will remain liable for their independent obligations under this agreement, and neither party shall be the agent of the other or liable for the obligations of the other.

SECTION 10: EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall become effective from and after the date of its execution and shall terminate as provided in Section 7.

SECTION 11: CANCELLATION

This Agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

SECTION 12: SEVERABILITY

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

SECTION 12: EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same Agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. Each of the Parties may sign any number of copies of this Agreement. Each

signed copy shall be deemed an original, but all of them together shall represent one and the same agreement.

IN WITNESS WHEREOF, the governing bodies of each of the parties hereto have approved this agreement by resolution adopted on the dated given below.

JURISDICTION:

COCONINO COUNTY:

Date of adoption: _____

Date of adoption: _____

(Signature of Authorized Agent)

Patty Hansen
Coconino County Recorder

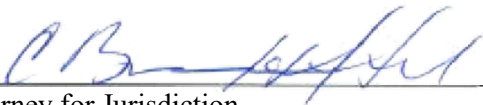
(Title of Authorized Agent)

Judy Begay, Chair
Board of Supervisors

ATTEST:

Lindsay Daley
Clerk of the Board

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



Attorney for Jurisdiction

Deputy County Attorney