

RESOLUTION 5-2011

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCHISE COUNTY AND THE CITY OF BENSON FOR ELECTION SUPPLIES AND SERVICES

WHEREAS, A.R.S. §11-952 allows the City of Benson to enter into agreements with other governmental entities regarding joint exercise of powers they hold in common; and

WHEREAS, the City must hold and conduct elections; and

WHEREAS, Cochise County has qualified elections personnel, supplies and equipment available to the City; and

WHEREAS, the City wishes to engage the County to provide its qualified elections personnel, supplies and equipment to the City; and

WHEREAS, the County has drafted an Intergovernmental Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, pursuant to which the County would provide the City with the County's elections personnel, supplies and equipment, and the City would pay the County's fees for same; and

WHEREAS, the Mayor and Council of the City of Benson have determined that approval of the Intergovernmental Agreement is in the best interests of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Benson, Arizona that the City hereby approves the Intergovernmental Agreement between Cochise County and the City of Benson, and the Mayor is hereby directed to execute said Agreement on behalf of the City of Benson.

BE IT FURTHER RESOLVED that the staff of the City is hereby directed to take all actions necessary and proper to implement the Intergovernmental Agreement and further its purposes.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, this 10th day of January, 2011.



MARK M. FENN, Mayor

ATTEST:


VICKI L. VIVIAN, CMC, City Clerk

APPROVED AS TO FORM:


MICHAEL J. MASSEE, City Attorney

Exhibit "A"
Intergovernmental Agreement between
Cochise County and the City of Benson

**INTERGOVERNMENTAL AGREEMENT
FOR ELECTION SUPPLIES AND SERVICES**

THIS AGREEMENT is made and entered into this _____ day of January, 2011 (the date by which this agreement has been approved and signed by all parties), by and between COCHISE COUNTY (the COUNTY), a political subdivision of the state of Arizona, and the CITY OF BENSON (the CITY), located at 120 West 6th Street, Benson, Arizona, 85602, for certain election supplies and services for the Primary Election and General Election to be held March 8, 2011 and May 17, 2011, respectively;

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;

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

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. The COUNTY agrees, contingent upon receipt of a timely, specific request as provided in paragraph 6, to provide the following election services:
 - A. Administrative services to include the following:
 1. Conduct logic and accuracy tests of programs and equipment
 2. Prepare voting booths
 3. Set up polling places
 4. Provide abstract of results of tabulation
 5. Provide equipment and supplies
 6. Process early ballots
 7. Establish qualified election boards, provide support staff for election boards, and prepare instructions and conduct classes for all election boards.

B. Arrange for consulting services to include the following:

1. Programming of "PCBT test deck" for operation of tabulating equipment
2. Printing early ballots
3. Printing precinct register
4. Printing signature rosters

2. The COUNTY shall set up election boards by providing the names of qualified election board workers, providing support staff for election boards, and preparing instructions and conducting classes for all election boards; however, that actual appointment shall be the CITY's duty, as set forth in paragraph 3.

3. The CITY's governing board shall, pursuant to A.R.S. § 16-531.C and 16-551.A, actually appoint the election day board and early board; however, in the case of a recall election, pursuant to A.R.S. § 19-214(C), the CITY's clerk shall appoint the recall election board. It is understood and agreed that the CITY retains the primary responsibility for insuring 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 above. The CITY shall retain its obligation to canvass the election and represent the CITY's interest in any election challenge, among its other legal responsibilities.

4. The CITY shall pay to the County the amounts at the rates set forth on Exhibit A hereto. Within ten (10) working days after the Cochise County Elections Officer receives notice, pursuant to Paragraph 7, that CITY desires services, the COUNTY will provide an estimate of the aggregate cost of the services and supplies. Failure by the CITY to inform the Cochise County Elections Officer in writing within ten (10) workings days thereafter shall constitute agreement by the CITY to pay actual costs up to five percent (5%) over the estimate for the supplies and services provided.

5. The reimbursement set forth in Paragraph 4 does not cover the costs of a recount. The CITY shall reimburse the COUNTY for administrative costs of conducting a recount at the rates set forth on Exhibit A.

6. The term of this Agreement shall begin on January 1, 2011 and continue until December 31, 2011, provided that the Agreement shall be effective only when it is executed by all parties. The Agreement may be renewed by resolution of the governing bodies of all parties for up to four (4) successive one-year terms.

7. With respect to any specific election for which the CITY desires services and supplies pursuant to this Agreement, the CITY shall provide written notice to the Cochise County Elections Officer of the need for services or supplies, listing specific services and supplies desired, at least ninety (90) days prior to such election. This notice shall be in the form provided in Exhibit B hereto.

8. Payment to the COUNTY shall be made in a timely manner or in any event within ninety (90) days of receipt of the invoice.

9. 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.

10. 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 a 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.

11. 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.

12. 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.

APPROVED:

COCHISE COUNTY

By: _____
Michael Ortega
Cochise County Administrator

APPROVED:

CITY OF BENSON

By:  _____
Mark M. Fenn, Mayor

ATTEST:

ATTEST:

By: _____
Katie Howard, Clerk of the Board
Cochise County Board of Supervisors

By: *Dannan Judd*
Vicki L. Vivian, CMC, City Clerk

INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Intergovernmental Agreement for Election Supplies and Services

The attached agreement, which is an agreement between public agencies, has been reviewed pursuant to A. R.S. § 11-952 by the undersigned Deputy County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Cochise County.

APPROVED AS TO FORM this 1st day of December, 2011.

COCHISE COUNTY ATTORNEY

By: *Britt Hanson*
Britt Hanson
Chief Civil Deputy County Attorney

In accordance with A.R.S. § 11-952 this agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the public body of bodies identified below.

APPROVED AS TO FORM this 10th day of January, 2011.

CITY OF BENSON

By: *Michael J. Massee*
Michael J. Massee
City Attorney

EXHIBIT A

**COCHISE COUNTY
ELECTIONS/SPECIAL DISTRICTS
FEE SCHEDULE**

Pursuant to A.R.S. § 11-251.08, 15-406(B), 11-251.06 and 48-819 the following is the fee schedule for services provided to jurisdictions by Cochise County.

For consolidated elections

ADMINISTRATIVE SERVICE FEES	\$ 1,400.00	Election
(These services include consulting or assistance given the entity, any function performed on behalf of the contracting entity, conducting the logic and accuracy test and tabulation of ballots.)		
INSTRUCTION OF ELECTION BOARDS	\$ 75.00	Class
TRAVEL TO CLASS LOCATION	\$ 0.42	Mile
ELECTION MANUAL	\$ 5.00	Copy
ELECTION PERSONNEL	\$ 12.00	Hour
(Trouble shooters, Office Temps, Delivery, Early and Night Boards)		
VOTING BOOTHS	\$ 4.00	Booth
BALLOT BOX AND SUPPLIES	\$ 50.00	Box
COUNTING SYSTEM ON SITE (M100 or AutoMARK)	\$ 500.00	Each
MEMORY CARD BURNING	\$ 50.00	Per Card
PROVISIONAL BALLOT	\$.50	Per Prov
BALLOT PROGRAMMING, LAYOUT, PRINTING, INFORMATIONAL AND PUBLICITY PAMPHLETS	Actual Cost	
POSTAGE		Actual Cost
MAPS	\$ 10.00	Each
<u>ELECTION BOARD WORKERS:</u>		
INSPECTOR	\$ 125.00	Each
JUDGES/CLERKS/MARSHAL	\$ 100.00	
PREMIUM BOARD WORKERS	\$ 50.00	Additional Pay
REQUIRED ELECTION CLASS	\$ 15.00	
MILEAGE FOR ELECTION WORKERS	\$.42	Mile
POLLING LOCATION RENTALS	Actual Cost	Location
TRUNK RENTAL	Actual Cost	
COPIES	\$ 0.30	Each
MAPS	\$ 10.00	Each
OTHER SUPPLIES	Actual Cost	

EXHIBIT B

The **City of Benson** requests the following election services and supplies for the Primary and General Elections to be held March 8, 2011 and May 17, 2011.

Please mark appropriate services and supplies requested:

Consult with election programmer on ballot language and layout _____

Arrange for printing precinct registers _____

Arrange for printing of signature rosters _____

(Above services provided by election programmer and Recorder will be billed directly to the city)

Set up polling places _____

Set up election boards _____

Election board workers will be paid directly by the city)

Prepare instructions and conduct election training classes _____

Provide all election supplies for each polling location _____

voting booths _____

ballot/supply box _____

disposable supplies _____

required signs _____

Deliver ballots, equipment and supplies _____

Pick up ballots, equipment and supplies _____

Process early ballots _____

M100 (Precinct Count Ballot Tabulator, 1 per polling location) _____

AutoMARK (voters with disabilities voting machine, 1 per polling location) _____

Conduct logic and accuracy tests _____

Provide abstract of results of tabulation _____

BY: _____
(Signature and Printed name of Authorized Signatory)

DATE: _____



COCHISE COUNTY ELECTIONS/SPECIAL DISTRICTS

MEMO

TO: Vicki Vivian, City Clerk

FROM: Martha Domann, Election Technician

Date: December 2, 2010

Subject: IGA for Elections Supplies and Services

Enclosed is the original Agreement referenced above for the Primary Election scheduled for March 8, 2011 and the General Election scheduled for May 17, 2011. This IGA has been reviewed and approved as to form by Britt W. Hanson, Chief Civil Deputy county Attorney.

Please review and sign then return to Cochise County Elections/Special Districts; P.O. Box 223, Bisbee, AZ 85603. After, everyone has signed you will receive a copy.

Any questions please call our office at 520-432-8972. Thank you.

: md

Attach.