



INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE COUNTY OF NAVAJO,

AND THE

NAVAJO COUNTY COMMUNITY COLLEGE DIST. FOR

THE PROVISION OF ELECTION SERVICES

THIS AGREEMENT is entered into _____, 2021, between the COUNTY OF NAVAJO (the "COUNTY"), acting by and through its duly elected governing body, the NAVAJO COUNTY BOARD OF SUPERVISORS (the "BOS"), and the NAVAJO COUNTY COMMUNITY COLLEGE DIST., acting and through its duly elected governing body.

I. RECITALS

1. The **COUNTY** owns and operates voting and ballot tabulating equipment and employs certified Election Officials.
2. The **SPECIAL DISTRICT** seeks to participate in consolidated elections and pursuant to Arizona Revised Statutes §16-205(C), the **SPECIAL DISTRICT** and **COUNTY** wish to enter into this Agreement.
3. The **RECORDER** is required by Arizona Revised Statutes §16-172 to enter into this Agreement if the **SPECIAL DISTRICT** requests the use of the County registration rolls to conduct an election, and, by signature below, has resolved to enter into this Agreement.
4. The **SPECIAL DISTRICT** is required by Arizona Revised Statutes §16-172 to enter into this Agreement if the **SPECIAL DISTRICT** requests the use of the County Recorder registration rolls to conduct an elections, and has, by proper **SPECIAL DISTRICT** board action, determined to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the **SPECIAL DISTRICT**.
5. The **COUNTY** is empowered by Arizona Revised Statutes §11-251 and §11-952 to enter into this Agreement and has by appropriate Board action, determined to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the **COUNTY**.
6. The **SPECIAL DISTRICT** is empowered to enter into this Agreement, and has, by proper board action, authorized the undersigned to execute the Agreement on behalf of the **SPECIAL DISTRICT**.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1. The **COUNTY** will:

- a. Make available to the **SPECIAL DISTRICT** support services, materials and supplies, including but not limited to: ballots, voting equipment, precinct supplies, precinct personnel, precinct signature rosters, counting center personnel, early board processing personnel, and such other election materials, supplies and personnel as may be required for the conduct of the election as prescribed by law.
 - b. Provide to the **SPECIAL DISTRICT** a list of polling locations and a list of poll workers for approval by the **SPECIAL DISTRICT** board.
 - c. Conduct logic and accuracy tests as required by law and publish all legal notices in connection therewith.
 - d. Perform tabulation, prepare unofficial election results and transmit to the **SPECIAL DISTRICT**, or designee.
 - e. Provide Election Department personnel necessary to effectively administer an election.
 - f. At all times comply with the laws and regulations regarding the conduct of elections.
 - g. Upon completion of the election, present to the **SPECIAL DISTRICT** a detailed, itemized statement of charges incurred as a result of the election.
2. The **RECORDER** will
- a. Ensure that the **COUNTY** registration rolls necessary for the **SPECIAL DISTRICT** to conduct an election be provided to the **SPECIAL DISTRICT** at least forty-five (45) days in advance of such election, with supplementation of the rolls provided at least once, as soon as possible after the twenty-ninth (29th) day preceding the election, and with further supplementation as may be necessary to conduct early voting or, with further supplementation as necessary, to conduct an all-mail ballot election, in the event such an election is authorized by the **SPECIAL DISTRICT**.
 - b. Ensure that an electronic data compilation, such as a computer tape, of the registration rolls be provided to the **SPECIAL DISTRICT** within ten (10) days of a request by the **SPECIAL DISTRICT**, for use by the **SPECIAL DISTRICT** to prepare mailing labels or for such other election purposes as the **SPECIAL DISTRICT** may require.
 - c. Handle all early balloting for the **SPECIAL DISTRICT**, including early voting requests, early ballot mailers, on-site early voting, signature verification and other early voting supplies and services that may be necessary.
 - d. Ensure that the charges for reimbursement of expenses by the **SPECIAL DISTRICT** is no more than the actual cost incurred in preparing the necessary list, electronic data compilations or early voting supplies and services. Actual additional costs will include, but are not limited to: supplies, staff and personnel time as well as any machine time or other electronic data process time.

- e. Provide **SPECIAL DISTRICT** personnel necessary to effectively administer early voting and other related services.
 - f. Assist the **SPECIAL DISTRICT** in providing necessary modification of precinct data as it relates to **SPECIAL DISTRICT** -only elections or following a **SPECIAL DISTRICT** annexation.
3. The **SPECIAL DISTRICT** will:
- a. Create, translate, print and mail all publicity pamphlets.
 - b. Publish all legal notices in connection with a **SPECIAL DISTRICT** election with the exception of the logic and accuracy testing notification(s) as described in section 1(c) of this Agreement.
 - c. At all times comply with the laws and regulations regarding the conduct of elections.
 - d. Provide the County Elections Office with the names of any Write-in Candidates as prescribed by law.
 - e. Reimburse the **COUNTY** for all charges for election materials, supplies, equipment and personnel required in direct support of the **SPECIAL DISTRICT** election and clearly outlined in the detailed, itemized statement of charges within sixty (60) days of submittal to the **SPECIAL DISTRICT** of the reimbursement request by the **COUNTY**. The **SPECIAL DISTRICT** shall establish and maintain a budget covering the payment of all such charges.
 - f. Reimburse the **COUNTY** for the actual additional costs incurred by the **COUNTY** in the preparation of any lists, electronic data compilations or early voting supplies and services under this agreement within sixty (60) days of submittal to the **CITY/TOWN** of a reimbursement request by the **COUNTY**.

III. DURATION OF AGREEMENT

1. This Agreement is for a term of four (4) years effective **January 1**, 2021 and terminating on **January 1**, 2025 and can be terminated at any time by any party, with or without cause, a written notice is provided to the other parties 150 in advance. Upon termination of this Agreement, all property or equipment used by the parties in the performance of their responsibilities under this Agreement shall remain the property of the party that purchased the property or equipment.

IV. MISCELLANEOUS PROVISIONS

1. This Agreement may be canceled in accordance with the provisions Arizona Revised Statutes §38-511, regarding Conflicts of Interest.
2. The **COUNTY** as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, and the **RECORDER**, engaged in the performance of its mandatory statutory duties, and the **SPECIAL DISTRICT**, as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, all avow to the other that each has obtained and has in full force and effect a public entity liability policy relating to the faithful performance of duty.

3. The provisions of the Records and Disposition Schedule promulgated by the Arizona State Library, Department of Library, Archives and Public Records, as it may from time to time be amended, shall be applicable to all public documents generated in the course of this Agreement.
4. If the parties mutually agree, claims, disputes or other matters in question may be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Demand for arbitration must be filed in writing with the other party to this Agreement.
5. All notices or demands upon any party to this Agreement, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

**Navajo County Elections
Division
P.O. Box 668
100 E. Code Talkers Dr.
Holbrook, AZ 86025**

Northland Pioneer Community
College Dist.
PO Box 610
~~Holbrook, AZ 86025~~

6. The **SPECIAL DISTRICT** is responsible for all liability, damages or expenses involved in defending challenges to the **SPECIAL DISTRICT** election arising out of the actions of the **SPECIAL DISTRICT** and its officials, employees and agents.
7. E-verify requirements. To the extent applicable under Arizona Revised Statute §41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Arizona Revised Statutes §23-214(A). The parity's breach of the above mentioned warranty shall be deemed a material breach of the Agreement and the non-breeching party may terminate the Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year blow written.

NAVAJO COUNTY BOARD OF
SUPERVISORS

Daryl Seymore, Chairperson

This ____ day of _____, 2021

Attest:

Melissa W. Buckley, Clerk of the Board

NAVAJO COUNTY COMMUNITY
COLLEGE DIST.

Special Dist. Representative

This __16_ day of __March, 2021

Attest:

Special Dist.

Pursuant to Arizona Revised Statutes §11-952, the foregoing Agreement has been submitted to the undersigned counsel who has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the County of Navajo.

Navajo County Attorney

Dated

Northland Pioneer Community College Dist.
Attorney

Rust Meek
2/5/21

Dated