

# YAVAPAI COUNTY ELECTION SERVICES AGREEMENT

**THIS AGREEMENT**, by and between the YAVAPAI COUNTY BOARD OF SUPERVISORS and the YAVAPAI COUNTY RECORDER (collectively the "COUNTY") and Mingus Union High School District #4, (the "JURISDICTION").

**WHEREAS**, pursuant to A.R.S. §16-408(D), the governing body of any election district authorized to conduct an election may enter into an agreement with a County Board of Supervisors and County Recorder for election services with the contracted cost of such election to be a charge against the election district; and

**WHEREAS**, the COUNTY is willing to provide election services to election districts wishing to conduct vote-by-mail elections, but, with the exception of state primary and general elections, will not provide election services to districts wishing to conduct vote center elections unless a vote center election is expressly required by state or federal statute; and

**WHEREAS**, the JURISDICTION wishes to enter into an agreement with the COUNTY for the provision of elections services subject to the terms and conditions set forth herein,

## **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- 1. Provision of Election Services.** The COUNTY hereby agrees to provide election services to the JURISDICTION for all consolidated election dates set forth by A.R.S. §16-204 during the effective term of this Agreement. The Agreement shall apply to all categories of elections including, but not limited to, primaries, generals, and special elections. Services to be provided by the COUNTY, and those that remain the responsibility of the JURISDICTION, are set forth in the Elections Task Schedule attached to this Agreement as Exhibit 1.
- 2. Limitation on Eligible Elections.** It is understood and agreed that the services to be provided pursuant to this Agreement shall be provided exclusively for vote-by-mail elections with the exception of state primary and general elections and elections expressly required by state or federal statute to be conducted at vote centers. It shall be the responsibility of the JURISDICTION to establish the legal basis for a requirement that an election is required by state or federal statute to be conducted at vote centers. The COUNTY may, in its sole discretion, decline to provide services for any election that it concludes is not required to be conducted at vote centers. The COUNTY will not provide services for exclusively vote-by-mail elections during the state primary and general elections.
- 3. Special Taxing Districts.** As provided in A.R.S. §§48-802(D)(4), 48-1012(E), 48-1082(E), 48-1092(E), 48-1908(C), and 48-2010(A), if the number of candidates is less than or equal to the number of vacancies, the Yavapai County Board of Supervisors may cancel the election for the position and appoint the person(s) who filed the nominating petition(s) to fill the position(s). The JURISDICTION hereby grants permission to the COUNTY to request the Yavapai County Board of Supervisors approve the cancellation of their election, as allowed by law.

**4. Compensation.**

- a. **Fees.** The JURISDICTION shall compensate the COUNTY for election services provided pursuant to this Agreement in accordance with the fees set forth in the most current fiscal year Election/Voter Registration section of the Yavapai County Special Districts Fee Schedule posted online at [www.yavapai.us](http://www.yavapai.us). The fee schedule is for base services only. Any additional services required by the JURISDICTION will result in additional charges. Additional services include, but are not limited to, the following: hand count audit, court preparation, court appearances, supplemental mailings, recounts, or any service which will cause the COUNTY to incur increased costs or expenses. In the event that additional services are requested, the JURISDICTION should refer to unit and hourly pricing information as set forth on the fee schedule. The COUNTY reserves the right to adjust election service fees annually or otherwise at any time during the effective term of this Agreement notice of which will be posted on the COUNTY's website. Revised schedules will supersede prior schedules and be incorporated into this Agreement in effect at the time of revision.
- b. **Late Fees.** Payment for all costs associated with the provision of services pursuant to this Agreement shall be made in full no later than 30 days following the date of the election. In the event that the required payment is not made by the due date deadline specified herein, the COUNTY shall impose a late charge of 2% of the unpaid balance for each 30-day period or portion thereof following the specified deadline for which any portion of the required payment, including unpaid late charges, remains unpaid.
- c. **Termination.** Failure to make payments as required by this Section shall be deemed a material breach of this Agreement and shall be grounds for termination of this Agreement pursuant to Section 8 of this Agreement.

5. **Discounts.** The COUNTY has established a discounted fee rate for JURISDICTIONS that provide assistance, no charge meeting sites, or other services for COUNTY-administered elections.

☐

The JURISDICTION has elected to decline to receive discounted rates for providing assistance, no charge meeting sites, or other services.



The JURISDICTION has elected to receive these discounted rates subject to the terms and conditions set forth herein and will provide the two services indicated below.

- a. **Services the JURISDICTION Will Provide.** The JURISDICTION and the COUNTY agree that the following two checked services will be provided by the JURISDICTION as consideration for the COUNTY's provision of election services at the discounted rates as set forth in the Special Districts Fee Schedule posted online at [www.yavapai.us](http://www.yavapai.us).

JURISDICTION will provide (check 2)	Service	COUNTY Approval (Initials)
<input checked="" type="checkbox"/>	The JURISDICTION will serve as a drop-off site for any election that the COUNTY requests. Duties are outlined in Exhibit 2.	_____ _____
<input type="checkbox"/>	The JURISDICTION will serve as a ballot replacement site for any Election that the COUNTY requests. Duties include: supplying replacement ballots and/or affidavit envelopes to voters, auditing and logging replacement ballots, verifying correct voter registration, and securing all ballots.	_____ _____
<input checked="" type="checkbox"/>	The JURISDICTION agrees to provide at least one vote center or poll worker training site at no charge for any statewide or countywide election cycle. Vote centers and training sites are subject to review by the COUNTY.	_____ _____
<input type="checkbox"/>	The JURISDICTION agrees to provide at least five poll workers or two Election Day Technicians (EDTs). A poll worker must be able to perform any of the following duties: voter check-in, ballot distribution, voter assistance, equipment setup, and/or poll worker supervision. An EDT provides information technology support to poll workers. Such workers will be trusted employees of the JURISDICTION who are eligible to serve as poll workers or EDTs. Poll workers and EDTs will receive the normal compensation for the position worked.	_____ _____
<input type="checkbox"/>	The JURISDICTION agrees to act as a conditional provisional ID check site in accordance with A.R.S. §16-584 at no cost to the COUNTY. This check involves verifying voters' identification when they have not provided sufficient ID at their vote center. This will be required for 3 to 5 business days after election day for any vote center election.	_____ _____

- b. **Advance Notice.** The COUNTY hereby agrees to provide the JURISDICTION with at least 30 days notice of any election where the services agreed to above are required.
- c. **Discounted Fee Rates; Adjustment of Fees.** The COUNTY hereby agrees to provide election services to the JURISDICTION at the discounted fee rate for all consolidated election dates during the effective term of this Agreement. The Agreement shall apply to all categories of elections including, but not limited to primaries, generals, and special elections. The COUNTY reserves the right to adjust election service fees and discounts annually or otherwise at any time during the effective term of this

Agreement notice of which will be posted on the COUNTY's website. Revised schedules will supersede prior schedules and be incorporated into the Election Services Agreement in effect at the time of revision. Failure by the JURISDICTION to provide the agreed-upon services selected under this Agreement shall result in the discounted fee rate being null and void.

6. **Conduct of Elections; Indemnification.** While the COUNTY will use its best efforts to provide election services pursuant to this Agreement in a capable and competent manner, it shall ultimately be the responsibility of the JURISDICTION to confirm that all legal requirements have been met and that all other activities related to a given election are carried out as required. The COUNTY will provide to the JURISDICTION, in advance, all forms, schedules, documents, and other information pertaining to each election conducted pursuant to this Agreement for the JURISDICTION's review and approval. The JURISDICTION shall provide to the COUNTY all informational materials or other election-related documents generated by the JURISDICTION for review and approval by the COUNTY prior to the distribution of such materials or documents. The JURISDICTION hereby agrees to save, hold harmless, and indemnify the COUNTY, its officers, employees, and agents from any and all claims, lawsuits, judgments, or other costs arising out of either Party's performance pursuant to this Agreement.
7. **Term of Agreement.** The initial term of this Agreement shall expire on December 31, 2015. Thereafter, the Agreement shall be automatically renewed for successive two-year terms and shall continue in full force and effect until terminated as provided herein.
8. **Termination**
  - a. **Unilateral Termination.** This Agreement may be terminated by either Party upon 30 days written notice to the other Party of intent to terminate, provided, however, that the Agreement may not be unilaterally terminated by either party within 90 days of the date of an election for which the COUNTY would otherwise be providing services pursuant to this Agreement.
  - b. **Termination by Mutual Agreement.** This Agreement may be terminated at any time by mutual agreement of the Parties.
  - c. **Termination for Breach.** In the event of a breach of any term or condition of this agreement, the Party claiming breach shall provide written notice to the other Party specifying the factual basis for the claim that a breach has occurred. If the breach is not remedied within fifteen (15) days of receipt of notice by the Breaching Party, the Non-breaching Party may terminate this Agreement without further notice.
9. **Conflict of Interest.** This Agreement is subject to A.R.S. §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.
10. **Non-Discrimination.** The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the

Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

11. **Arbitration.** To the extent required by A.R.S. §§12-1518(B) and 12-133, the Parties agree to resolve any dispute arising out of this agreement by arbitration.
12. **E-Verify.** Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it shall notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.
13. **Audit of Records.** Pursuant to A.R.S. §35-214, the Parties shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completing of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Parties shall produce the original of any or all such records.
14. **Indemnification.** Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

///

///

///

///

///

///

///

///

///

///

**15. Contact Information.** Communications regarding services provided pursuant to this Agreement shall be directed to the following:

**COUNTY:**

Lynn Constabile

Yavapai County Elections Director

1015 Fair Street, Room 228

Prescott, AZ 86305

Phone: (928) 771-3250

E-mail: [web.elections@yavapai.us](mailto:web.elections@yavapai.us)

**JURISDICTION:**

Contact: Dr. Paul Tighe

Title: Superintendent, Mingus UHSD #4

Mailing Address: 1801 E. Fir Street

Cottonwood, AZ 86326

Phone: 928-634-8640

E-mail: ptighe@muhs.com

**APPROVALS**

**COUNTY:**

**JURISDICTION:**

_____ Leslie Hoffman, County Recorder	_____ Date	_____ Name	_____ Date
--	---------------	---------------	---------------

_____ Lynn A. Constabile, Elections Director	_____ Date	_____ Title
---	---------------	----------------

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted to the COUNTY.

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted to the JURISDICTION.

_____ Deputy County Attorney	_____ Date	_____ Legal Counsel for the JURISDICTION	_____ Date
---------------------------------	---------------	---	---------------

**Exhibit 1**

**YAVAPAI COUNTY ELECTION SERVICES AGREEMENT  
ELECTIONS TASK SCHEDULE**

Responsibilities for the conduct of elections pursuant to the Yavapai County Election Services Agreement are allocated as follows:

TASK		TO BE PERFORMED BY:	
		County	Jurisdiction
Pre-clearance with Department of Justice, if applicable (Copy of submission to be forwarded to the COUNTY)			X **
Call of Election (May be forwarded to the COUNTY for review)			X *
Legal Advertising, Notices, etc. (May be forwarded to Election's office for review)			X *
Final Approval on ballot proof (Required JURISDICTION signoff)			X **
Attendance and Certification of official Logic and Accuracy (L&A) testing			X
Contact printer; order ballots (Invoices will be sent directly to jurisdiction for all elections except biennial Primary and General)		X	
If applicable, obtain vote centers and poll workers		X	
L & A Test notice to the newspaper		X	
Perform L & A testing		X	
Mailing of Vote by Mail Ballots or Early Ballots		X	
Processing of ballots including testing, tabulation and audit		X	
Signature Verification -	Ballot affidavit signature comparison	X	
Signature Verification -	Provisional ballots	X	

\* For a countywide election, the COUNTY is responsible for this task.

\*\* For a countywide election, the JURISDICTION is only responsible for its portion.

PERFORMANCE OF TASKS AS OUTLINED ABOVE MAY HAVE SIGNIFICANT IMPACTS ON THE CONDUCT OF AN ELECTION AND MAY HAVE SIGNIFICANT LEGAL CONSEQUENCES AS WELL. PARTICIPATING JURISDICTIONS ARE ADVISED TO:

1. CAREFULLY REVIEW THE ALLOCATION OF TASKS AND TO DIRECT ANY QUESTIONS TO THE COUNTY CONTACT.
2. MAINTAIN CLOSE CONTACT WITH THE YAVAPAI COUNTY ELECTIONS DEPARTMENT PRIOR TO, DURING, AND AFTER ELECTIONS.
3. REFER ANY QUESTIONS REGARDING ELECTION-RELATED LEGAL ISSUES TO THE JURISDICTION'S LEGAL COUNSEL.

**Exhibit 2**

**YAVAPAI COUNTY ELECTION SERVICES AGREEMENT  
BALLOT DROP BOXES**

JURISDICTIONS who are provided with COUNTY ballot drop boxes hereby agree to the following additional responsibilities:

1. The COUNTY will issue ballot drop box keys to the JURISDICTION. These keys remain COUNTY property and must not be duplicated. The JURISDICTION agrees to keep keys in a secure location and allow only authorized staff or COUNTY-designated employees access to keys.
2. The JURISDICTION shall "open" all COUNTY ballot boxes on the first day of early voting as instructed by the COUNTY, depending on the specific election.
3. The JURISDICTION shall maintain and check for ballots in all COUNTY ballot boxes periodically throughout the early voting period and on election night at 7 p.m.
4. The JURISDICTION shall promptly notify the COUNTY if a ballot box is at risk of becoming full and a ballot pickup needs to be scheduled.
5. The JURISDICTION shall "close" and secure all COUNTY ballot boxes from accepting any more ballots promptly at 7:00 p.m. on election night.
6. The JURISDICTION may be instructed to call the COUNTY with the number of ballots dropped off on election night, depending on the specific election.
7. The JURISDICTION shall promptly report to the COUNTY any damage and/or graffiti to the COUNTY ballot drop box.
8. The JURISDICTION shall provide written, advance notice to the COUNTY of any additional uses of the COUNTY ballot drop boxes.