GILA COUNTY BOARD OF SUPERVISORS
1400 EAST ASH STREET, GLOBE, AZ 85501

GILA COUNTY RECORDER
1400 EAST ASH STREET, GLOBE, AZ 85501

GILA COUNTY DEPARTMENT OF ELECTIONS
5515 S. APACHE AVENUE, SUITE 900, GLOBE, AZ 85501

INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES

WHEREAS, the County of Gila has a comprehensive voting system and certified Elections Officials; and

WHEREAS, the Gila County School Superintendent seeks Gila County assistance in the conduct of elections; and

WHEREAS, it is good public policy and benefits the citizens of Gila County and is the purpose of this Agreement to make available to any City, Town, School District, or Special Election Jurisdiction within the limits of Gila County the services already in existence;

NOW THEREFORE IT IS AGREED by and between the County of Gila, hereinafter called the "County", through the agency of the Gila County Recorder and the Gila County Department of Elections, and the Gila County School Superintendent hereinafter called the "Jurisdiction," pursuant to ARS §16-172, 16-205 and §11-951 et seq., an agreement follows:

I. <u>The County shall:</u>

   a. Provide the services related to each election which are offered in the current Gila County, Arizona Jurisdiction Menu of Services, hereinafter called the Menu, and which are requested by the Jurisdiction as indicated on the Menu;

b. Make available support services, ballots, voting equipment, vote tallying equipment, precinct supplies, and such other election materials and services as may be required for proper conduct of elections as agreed by the parties;

c. To the extent the County determines it is able, provide personnel necessary to effectively administer an election as agreed by the parties;

d. Furnish election administrative materials, which have been prepared for County elections, to the jurisdiction as agreed by the parties; and

e. Conduct early balloting and election functions at the polls as agreed by the parties.

II. The Jurisdiction shall:

a. Submit to the Recorder's Office and the Department of Elections a completed Menu indicating which election services Jurisdiction is requesting the County to perform for each election. At least 150 calendar days prior to the election;

b. Reimburse the County for costs as noted in the Menu for each election where services are requested by the Jurisdiction. Such costs shall include election materials, postage, supplies and equipment and/or personnel or any other service required in direct support of the Jurisdiction Elections;

c. Notify the County Recorder to arrange verification of signatures on Early Voting Requests and ballots to be verified;

d. Be responsible for the security of all ballots tabulated by officials and vendors other than the County and ensure that election functions performed by the Jurisdiction or its outside vendors comply with applicable law and regulations of the Secretary of State;

e. Comply with County restrictions on use and dissemination of voter information and ensure use of voter registration information for Jurisdiction's election purposes is as authorized by Arizona Revised Statutes, Title 16, Section 168;

f. Provide Gila County with notification of preclearance requests made under Section 5 of the Voting Rights Act or request the County prepare preclearance requests to the Department of Justice for elections as necessary;

g. Provide a list of inactive voters who voted or allow the Gila County Recorder to scan jurisdiction's rosters for inactive voters who voted following a jurisdictional election, for the purpose of re-establishing the inactive voter to active status,

and for updating the County's voter registration files to reflect address and other registration changes requested by voters;

h. Be responsible for the creation, translation, printing and mailing of all publicity pamphlets; and

i. Reimburse the County for any costs associated with damage or repair of election equipment which may occur while such election equipment is in the possession of the Jurisdiction.

III. <u>The County and the Jurisdiction mutually covenant and agree:</u>

a. The Jurisdiction will be responsible for all submissions required under Section 5 of the Voting Rights Act to the Department of Justice;

b. Charges for printing of ballot pages, sample ballots, ballot labels, or any other items commercially produced will be billed directly to the Jurisdiction by the commercial vendor providing such services, unless alternate arrangements are agreed to in a Menu to be completed for each election;

c. Separate invoices may be submitted to the Jurisdiction by the Gila County Recorder's Office and the Gila County Department of Elections;

d. Each party is responsible to finance and maintain a budget for its respective responsibilities and obligations under this agreement;

e. Each party will use its personnel, property, and resources for accomplishing its respective obligations under this agreement;

f. Each party will maintain its respective property after termination of this agreement and will eventually dispose of any elections materials used under this agreement in a manner provided for by state and federal law. In the event conflict arises between the County and Jurisdiction over the use of voting equipment, vote tallying equipment, or County personnel, the County will have priority usage. The County agrees to make every effort to reconcile conflicts and make reasonable provisions with the Jurisdiction so neither party will suffer as a consequence of conflict;

g. This contract will continue in full force and effect from year to year, without renewal, subject to cancellation for the immediate calendar year by either party not later than December 1 of any year;

h. This contract shall become effective from and after the date of its execution by the governing bodies of both the County and the Jurisdiction;

i. In the event of termination, any real or personal property belonging to either party and furnished pursuant to this Agreement shall be returned to the furnishing party; and

j. This Agreement may be canceled pursuant to the provisions of ARS §38-511 which are incorporated into this agreement by this reference.

IV. The parties understand and agree that the Gila County Recorder's office is responsible for voter registration, mailing of ballots, signature rosters, registers, 120-day notices, and signature verification of ballots. The Gila County Department of Elections is responsible for Department of Justice preclearance of elections, election equipment, election staffing and training, ballot layout, ballot printing, ballot processing, and ballot tabulation, and reporting. Services will only be provided as agreed to in the Menu to be completed for each election.

V. By signing this agreement the Jurisdiction agrees to indemnify and hold harmless the County from any claims resulting from the County participating in the election and agrees to the terms specified in the agreement.

VI. Disclosure of Dual Representation: In approving this Intergovernmental Agreement between Gila County and the Superintendent, the Gila County Attorney has represented Gila County and the Superintendent. Arizona Ethical Rule 1.7 requires that certain steps be taken before an attorney can represent one client that is directly adverse to another client or representation of one client may be materially limited by the attorney's responsibilities to another client.

In approving the IGA on behalf of Gila County and the Superintendent, the Gila County Attorney has determined that representation of one client is not directly adverse to the other, nor will representation of one client be materially limited by responsibilities to the other.

However, it is possible in the future that if any dispute arises from this Intergovernmental Agreement and either of the parties thereto are adverse to each other, the Gila County Attorney may have to invoke the requirements of the Arizona Ethical Rule 1.7 as follows:

Ethical Rule 1.7: CONFLICT OF INTEREST: CURRENT CLIENTS:

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

    (1) The representation of one client will be directly adverse to another client; or
    (2) There is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if each affected client gives informed consent, confirmed in writing, and:

    (1) The lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client:
    (2) The representation is not prohibited by law; and:
    (3) The representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

As a result of Ethical Rule 1.7 the attorney is required to reasonably believe the dual representation will not be adversely affected, and each client must consent in writing after consultation.

Therefore, the undersigned acknowledge this dual representation and acknowledge that if the Rule's conflict of interest occurs, the Gila County Attorney may have to withdraw representation of one or both clients.

Intergovernmental Agreement for Election Services

Signed this _____ day of _____, 2012

GILA COUNTY BOARD OF SUPERVISORS

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Tommie C. Martin
Chairman

GILA COUNTY SCHOOL SUPERINTENDENT

Linda L. O'Dell

Linda O'Dell
County School Superintendent

ATTEST

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Marian Sheppard
Deputy Clerk of the Board

APPROVED AS TO FORM

_____

Bryan B. Chambers
Chief Deputy County Attorney

APPROVED AS TO FORM

_____

Bryan B. Chambers
Chief Deputy County Attorney