

<p>PIMA COUNTY RECORDER</p> <p>2015 ELECTION SERVICES WITH THE TOWN OF ORO VALLEY</p> <p>ESTIMATED INCOME: \$4,500.00</p> <p>FUNDING: The Town of Oro Valley</p>	<p>(STAMP HERE)</p>
--	---------------------

INTERGOVERNMENTAL AGREEMENT

For Election Services
Among The Town of Oro Valley and Pima County

This Intergovernmental Agreement (IGA) is by and among THE TOWN OF ORO VALLEY OF PIMA COUNTY, ARIZONA, a municipal subdivision of the State of Arizona ("the TOWN") and PIMA COUNTY, a political subdivision of the State of Arizona ("the County"), on behalf of the PIMA COUNTY RECORDER ("the Recorder").

RECITALS

1. The Town, pursuant to A.R.S. §§ 9-231(A) and 16-409 will prepare for and conduct one election to be held on November 3, 2015, for a recall of three councilmembers.
2. A.R.S. §§ 16-205(C), 16-172, 11-251(3), 16-450, and 16-405 *et seq.* authorize the County to perform services for any political subdivision regarding elections.
3. A.R.S. § 16-172 authorizes any political subdivision conducting elections to utilize the County registration rolls upon reimbursement to the Recorder for actual expenses in furnishing voter registration data to the subdivision.
4. A.R.S. § 16-408(D) permits the governing body of any election district authorized to conduct an election to enter into an Agreement with the Board of Supervisors and Recorder for election services, with the contracted cost being a charge against the election district.
5. The parties are authorized to enter into an intergovernmental agreement pursuant to A.R.S. § 11-952 *et seq.*
6. The TOWN desires to utilize the Pima County registration rolls and other election-related services provided by the Recorder for the one election to be held on November 3, 2015, for a recall of three councilmembers.
7. The TOWN, the County and the Recorder have determined that it is in the best interest of the public for the TOWN to use the services of the Recorder in conducting the election called for November 3, 2015.

NOW, THEREFORE, the parties hereto agree as follows:

The purpose of this IGA is to set forth the duties and responsibilities of the Recorder and the TOWN with respect to the November 3, 2015 election to be held by the TOWN of Oro Valley.

ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

- A. The term of this IGA shall be from August 15, 2015 through completion of all obligations and activities associated with the November 3, 2015 election contemplated by this IGA, provided that the term shall continue through final resolution of any legal challenge to the election. Any modifications or time extension of this IGA shall be by formal written amendment and executed by the parties.
- B. Amendments to the Agreement must be approved by the Board of Supervisors as required by the Pima County Procurement code, before any work or deliveries under the Amendment commences.

ARTICLE II – SCOPE OF SERVICES

The Pima County Board of Supervisors has called for a countywide bond election to occur on November 3, 2015. The TOWN will have a recall of three councilmembers on that ballot for voters in the TOWN limits. The election will be conducted as a polling place election and there will not be a separate ballot for the Oro Valley matters. This Agreement establishes the agreement under which the County will provide the TOWN with Election services in accordance with the following:

- A. **County Recorder Services:** The Recorder shall:
 - 1. Conduct early voting services for the November 3, 2015 consolidated election.
 - 2. Prepare and deliver a single invoice to the TOWN no later than 21 days after the final election date, containing a detailed breakdown of all Recorder related consolidated election fees, voter registration maintenance fees and computer programming services directly attributable to the Town for this election.
- B. **TOWN Obligations:** TOWN shall:
 - 1. Prepare and distribute any requisite translation, printing, and mailing of all publicity pamphlets.
 - 2. Should the election be challenged or questioned for any reason whatsoever, then the TOWN shall be solely responsible for defending, legally or otherwise, said elections. This duty shall survive the expiration of the IGA, provided that the County shall cooperate with the TOWN in making relevant information and witnesses available upon reasonable request.
 - 3. Within 30 days of the date of each invoice, the TOWN shall reimburse the County, in full, for invoiced costs of election materials, supplies and equipment, personnel and services required in direct support of the TOWN's participation in the Pima County consolidated election, as set forth in Article III below.
 - 4. Be responsible for the security of all ballots tabulated by officials and vendors other than Pima County's agents or employees and ensure that any functions performed by TOWN or its outside vendors comply with applicable law and procedures of the Secretary of State.
 - 5. Arrange for and publish any and all notices of this election as required by law.

ARTICLE III – COMPENSATION AND PAYMENT

- A. All costs incurred by the Recorder in the performance of duties outlined in Article II of this Agreement, shall be charged pursuant to the current Pima County Fee Ordinance in effect at the

time the services are provided to establish fees for elections-related services, voter registration data, and recorded document services, unless otherwise specifically noted.

B. Invoices not paid within 30 days of billing date will accrue interest at the rate of 10% per annum.

ARTICLE IV – INSURANCE

All parties to this agreement are government entities. Neither entity is required to procure special insurance coverage for their obligations under this IGA.

ARTICLE V - INDEMNIFICATION

Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) 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 Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

ARTICLE VI - COMPLIANCE WITH LAWS

The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court in Pima County. Any changes in the governing laws, rules and regulations during the terms of this Agreement shall apply but do not require an amendment.

ARTICLE VII - INDEPENDENT CONTRACTOR

Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and such party shall have the sole responsibility of the payment of Worker's Compensation benefits or other fringe benefits of said employees.

ARTICLE VIII - ASSIGNMENT

The TOWN shall not assign its rights to this Agreement, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE IX - NON-DISCRIMINATION

A. Town agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors.** These provisions are hereby incorporated into this contract as if set forth in full herein.

B. During the performance of this IGA, Town shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE X - AMERICANS WITH DISABILITIES ACT

The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

ARTICLE XI - AUTHORITY TO CONTRACT

No party warrants to any other party its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that any party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by any party against the other for lack of performance or otherwise.

ARTICLE XII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE XIII - CANCELLATION FOR CONFLICT OF INTEREST

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

ARTICLE XIV – TERMINATION FOR CONVENIENCE

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the County Board of Supervisors or the Oro Valley Town Council does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, neither the County, nor the County Recorder shall have any further obligation to the TOWN. In the event that the TOWN cancels, the TOWN shall be liable for any costs already incurred by the County or the County Recorder at the time of the notification of the cancellation.

ARTICLE XV - NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

PIMA COUNTY
F. Ann Rodriguez

Pima County Recorder
240 N. Stone Avenue

Tucson, AZ 85701
(520) 724-4356

Fax: (520) 623-1785

TOWN OF ORO VALLEY

Julie Bower,
Town Clerk
11000 N La Cañada Drive
Oro Valley, AZ 85737
(520) 229-4740
Fax: (520) 297-0428

Tobin Sidles, Esq.
Legal Services Director
11000 N La Cañada Drive
Oro Valley, AZ 85737
(520) 229-4761
Fax: (520) 229-4774

ARTICLE XVI - NON-EXCLUSIVE AGREEMENT

- A. Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA, or affect the legal liability of any party to the IGA by imposing any standard of care different from the standard of care imposed by law.
- B. This IGA is not intended to, and this IGA shall not be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County or Recorder and any TOWN employees, or between the TOWN and any County employees. No party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of any other party, including (without limitation) any other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

ARTICLE XVII - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

ARTICLE XVIII - SEVERABILITY

Either party may terminate this IGA at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination, any real or personal property belonging to either party and furnished pursuant to this IGA, shall be returned to the furnishing party. Any funds of TOWN paid to County in accordance with this IGA and not encumbered at the time of termination shall be refunded to TOWN.

ARTICLE XIX – LEGAL ARIZONA WORKERS ACT COMPLIANCE

The COUNTY and TOWN hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws").

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ARTICLE XX - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS

IN WITNESS WHEREOF, the parties execute this Agreement:

PIMA COUNTY BOARD OF SUPERVISORS

TOWN OF ORO VALLEY

Chair

Dr. Satish I. Hiremath, Mayor

Date

Date

ATTEST:

ATTEST:

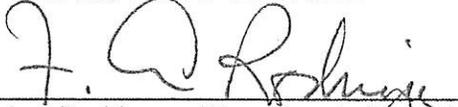
Clerk of the Board of Supervisors

Julie K. Bower, Town Clerk

Date

Date

APPROVED AS TO CONTENT:



F. Ann Rodriguez, Pima County Recorder

The foregoing Intergovernmental Agreement between The Town of Oro Valley, Pima County and the Pima County Recorder has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in the proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

Pima County and Pima County Recorder

Town of Oro Valley



Daniel Jurkowitz, Deputy County Attorney

Tobin Sidles, Legal Services Director