

RESOLUTION NO. 2520

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GILA COUNTY FOR CERTAIN SERVICES TO BE PROVIDED BY THE COUNTY TO THE TOWN OF PAYSON FOR THE MARCH 9, 2010 PRIMARY ELECTION AND THE MAY 18, 2010 GENERAL ELECTION.

WHEREAS, Pursuant to A.R.S. §§ 11-951, 11-952, and 16-205, the Town of Payson is authorized to enter into an agreement with Gila County for the provision of certain services for the March 9, 2010 Primary Election ("the Primary Election") and the May 18, 2010 General Election ("the General Election"); and

WHEREAS, the services to be provided are as set forth in the agreement, attached hereto and marked Exhibit "A"; and

WHEREAS, these services are necessary in the conduct of the Primary Election and the General Election as all-mail ballot elections,

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. That the Agreement with Gila County for certain election services, a true and correct copy of which is attached hereto marked Exhibit "A" and made a part hereof by this reference, as though set forth in full at this point, be and is hereby approved in substantially the form attached.

Section 2. That Kenny J. Evans, Mayor of the Town of Payson, be and is hereby authorized to execute said Agreement with Gila County in substantially the form as is attached.

Section 3. That the Town of Payson is authorized to take such other and further actions as may be necessary or appropriate to carrying out the terms and intent of said Agreement and this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this ____ day of October 2009, by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

Kenny J. Evans, Mayor

ATTEST:

Silvia Smith, Town Clerk

APPROVED AS TO FORM:

Samuel I. Streichman, Town Attorney

Exhibit A
to
Resolution 2520

AGREEMENT FOR ELECTION SERVICES BETWEEN GILA COUNTY AND THE TOWN OF PAYSON

For the purposes of providing election services, for the elections as specified below, the following agreement is between Gila County (hereinafter "County") and the Town of Payson (hereinafter "Town"). The Elections are not to be held in consolidation with any other County election.

Arizona law permits any jurisdiction/district conducting an election to contract with the County for election services, pursuant to A.R.S. § 11-951, 11-952 and 16-205.

DATE OF ELECTION	March 9, 2010 and May 18, 2010
TYPE OF ELECTION	Mayoral/Town Council Primary and General And any other legally qualified ballot issues or such To be conducted as an all Mail Ballot Election
TOWN CONTACT	Silvia Smith, Town Clerk Town of Payson 928-474-5242 ext 240 ssmith@ci.payson.az.us 303 North Beeline Highway Payson, Arizona 85541
COUNTY CONTACT	Sadie Tomerlin Dalton Gila County Recorder 928-402-8735 sdalton@co.gila.az.us 1400 East Ash Street Globe, Arizona 85501

This agreement confirms that the Town has requested the County Recorder to provide certain Election Services for the above referenced elections on behalf of the Town. The County will provide each of the services (as shown in Fee Schedule A) that are requested by the Town; a service shall be deemed requested by the Town if the Town has initialed next to a specific service on Fee Schedule A.

By accepting this agreement, the Town agrees to indemnify and hold harmless the County for any claims resulting from the County participating in the above referenced

election, provided, however this indemnification and hold harmless shall not extend to claims arising from the negligence of the County.

The signing of this document signifies acceptance to the terms specified in this agreement, including the attached Fee Schedule A and Statement of Understanding Schedule B.

Pursuant to A.R.S. § 11-952, each party agrees that from its own funds it is responsible to finance and maintain a budget for its respective responsibilities and obligations under this agreement. Each party will use its personnel, property, and resources for accomplishing its respective obligations under this agreement. 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.

The parties agree that this agreement is subject to the cancellation provisions of A.R.S. § 38-511 which is incorporated into this agreement by this reference.

The parties further agree that they will comply with all federal and state laws in carrying out their obligations under this agreement.

This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this ____ day of _____, _____.

Shirley Dawson, Chairman
Gila County Board of Supervisors

Date

Sadie Tomerlin Dalton, Gila County Recorder

Date

Kenny Evans, Mayor
Town of Payson

Date

Approved as to form:

Daisy Flores, Gila County Attorney

Date

Attorney for Town

Date

FEE SCHEDULE A

Gila County Voter Registration/Early Voting Charges:

Early Ballot processing \$2.00 per voter _____

Early Ballot/Petition Signature Verification \$0.50 per name _____

(A.R.S. § 19-121.05)

Provisional Ballots \$3.00 each _____

Early Voting List \$10.00 per report _____

LIST: (A.R.S. §16-168 E)

- Printed \$0.05 per name _____

- Electronic \$0.01 per name _____

- Diskette \$1.00 per disk _____

- CD \$3.00 per CD _____

- Labels \$0.10 per label _____

Register/Rosters \$0.05 per name _____

Register/Roster Paper \$0.20 per page _____

Registers (3)/Rosters Covers (1) \$6.00 per set _____

Labor \$10.00 per hour _____

Labor overtime \$15.00 after pm _____

Special Reports/Special Request/Computer Programming Actual Cost _____

Postage Actual Cost _____

SCHEDULE B

STATEMENT OF UNDERSTANDING FOR ELECTION SERVICES

The purpose of this statement of Understanding is to insure that each party understands and agrees with the delegation of duties in preparation and conduct of the election.

The Town shall:

- 1) Conduct all tasks associated with the election, except those specifically listed below which shall be the responsibility of the County.
- 2) Be responsible for ensuring that all signature affidavits or digital copies thereof arrive at the County Recorder's Office at the County Courthouse at 1400 East Ash Street Globe, AZ in a format wherein the signature affidavit bar code can be read by the County Recorder's bar code scanner and the signatures on the affidavit are clear enough to be compared with voter registration card signatures on file with the County Recorder's Office.

The County shall:

- 1) Provide the Town with the Registered Voter List
- 2) Provide the Town with a Voter Signature Roster
- 3) Provide the Town with a Precinct Register
- 4) Verify the voter signature on each and every mail ballot and provide ballot verification reports for all mail ballots verified.