# Staff Report

**Agenda Item:** **Yavapai County Elections Vote-By-Mail Services Agreement Addendum** – Approval of a Vote-By-Mail Service Agreement Addendum with Yavapai County Elections Department allowing the Town of Clarkdale a discounted fee rate for election help.

**Staff Contact:** Kathy Bainbridge, Town Clerk

**Meeting Date:** October 13, 2009

**Background:** The Yavapai County Elections Department Vote-By-Mail Services Agreement Addendum will provide the Town of Clarkdale a discounted fee rate for providing election help.

Council approved at the Special Council Meeting on April 28, 2009, an Agreement with the Yavapai County Recorder/Voter Registration Department for an outside "Ballot Drop Box" for collection of election ballots. This election box and the service the Town provides acting as a conditional provisional ID check site at no cost to the County allows the Town of Clarkdale a discount in the fee rate the Town is charged by the Yavapai County Election Department for election services.

Currently the Town of Clarkdale has approximately 2,450 registered voters; the County charges us $1.75 per registered voter for Vote-By-Mail services. With the services provided by the Town at no charge to the County the Town will receive a $0.25 per voter discount and be charged a fee rate of $1.50 per registered voter.

**Recommendation:** Approval of a Vote-By-Mail Service Agreement Addendum with Yavapai County Elections Department allowing the Town of Clarkdale a discounted fee rate for election help.

# VOTE-BY-MAIL ELECTION SERVICES AGREEMENT ADDENDUM

**THIS ADDENDUM AGREEMENT is a supplement to the Vote-By-Mail Election Services Agreement already in place.** This Addendum is by and between the YAVAPAI COUNTY BOARD OF SUPERVISORS and the YAVAPAI COUNTY RECORDER (collectively the "COUNTY") and _____, (the "JURISDICTION").

**WHEREAS,** The COUNTY and the JURISDICTION have a previously signed vote-by-mail election services agreement (hereinafter the "Election Services Agreement"); and

**WHEREAS,** The COUNTY has established a discounted fee rate for JURISDICTIONS who provide help and/or no charge polling sites for COUNTY administered elections; and

**WHEREAS,** The JURISDICTION has elected to receive these discounted rates subject to the terms and conditions set forth herein.

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

**1. Services JURISDICTION will provide.** JURISDICTION and COUNTY agree that the following 2 checked services will be provided by the JURISDICATION as consideration for the COUNTY's provision of election services at the discounted rates as set forth herein:

| JURISDICTION will provide (check 2) | Service | County Approval (Initials) |
|---|---|---|
| ☐ | JURISDICTION will serve as a vote-by-mail replacement/drop-off site for any Election that the COUNTY requests. Duties may include any or all of the following as determined by the COUNTY: maintaining an outside and/or inside ballot box and checking the ballot box(es) on Election night at 7 pm; supplying replacement ballots to voters; calling Voter Registration with the number of ballots dropped off on Election night. | ____ ____ |
| ☐ | JURISDICTION agrees to provide at least 2 polling places at no charge for any statewide or countywide election. Polling places are subject to review by the COUNTY. | ____ ____ |
| ☐ | JURISDICTION agrees to provide at least 10 polling place workers at no charge, which will be trusted employees of the Jurisdiction who are eligible to serve as poll workers. | ____ ____ |
| ☐ | 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 voter's identification when they have not provided sufficient ID at their polling place. This will be required for 3 to 5 business days after Election day for any polling place election. | ____ ____ |

**2. Advance notice.** The COUNTY hereby agrees to provide at least 30 days notice of any request.

**3. 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, general elections, special elections, bond elections and override elections. The current Election Fee Schedule with the discounted fee rate highlighted is attached to this Agreement as Exhibit 1. The COUNTY reserves the right to adjust election-service fees and applicable discounts at any time during the effective term of this Agreement notice of which will be posted on the COUNTY's website. Failure to provide the services selected under the Agreement shall result in the discounted fee rate being null and void.

**4. 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.

**5. Term of Agreement.** This Addendum shall be effective as of _____ and shall continue in full force and effect until the date of termination of the Election Services Agreement unless separately terminated as provided herein.

**6. Termination**

a. **Unilateral Termination**. This Addendum may be terminated by either Party upon 30 days written notice to the other Party of intent to terminate, provided, however, that the Addendum 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 Addendum 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 Addendum, 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 Addendum without further notice.

**7. Conflict of Interest.** This Addendum is subject to the requirements A.R.S. §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.

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

| **COUNTY:** | **JURISDICTION:** |
|---|---|
| Lynn Constabile | Contact _____ |
| Yavapai County Elections Director | Title: _____ |
| 1015 Fair Street, Room 228 | Mailing Address: _____ |
| Prescott, AZ 86305 | _____ |
| Phone: (928) 771-3250 | Phone: _____ |
| Fax: (928) 771-3446 | Fax: _____ |
| E-mail: lynn.constabile@co.yavapai.az.us | E-mail: _____ |

**APPROVALS**

**COUNTY:**

_____ _____
Ana Wayman-Trujillo Date
Yavapai County Recorder

_____ _____
Lynn A. Constabile Date
Elections Director

**JURISDICTION:**

Name _____ _____
Date

Title _____

**Exhibit 1**

# VOTE BY MAIL ELECTION SERVICES AGREEMENT ADDENDUM

## ELECTIONS FEE SCHEDULE

**Effective for Fiscal Year 2009/2010 the following fees will apply to elections conducted by Yavapai County.**

## Fiscal Year 2009 / 2010

**Pursuant to ARS 11-251.06 and 48-819 the following is the fee schedule for services provided to the fire districts and other special districts by Yavapai County.**

| Elections/Voter Registration: | Fees | Per |
|---|---|---|
| Director | $52.00 | HR |
| Registrar of Voters | $40.00 | HR |
| Records Technician | $27.00 | HR |
| Records Clerk | $25.00 | HR |
| **Vote by Mail:** (Includes Voter Registration & Election charges) | $ 1.75 | Per Reg. Voter |
| **Discount for jurisdictions who provide help and/or no charge polling sites.** | $ 1.50 | Per Reg. Voter |
| **Polling Place Election:** | $ 2.85 | Per Reg. Voter |
| Rental of polling places, poll workers, and printing of ballots | ACTUAL COST | |
| **Miscellaneous/Statutory Fees:** | | |
| Signature Verification | $0.50 | NAME |
| Precinct Registers | $50.00 | EACH |
| Authorized Countywide Voter Registration list per name on disk | $0.01 | NAME |
| Authorized Countywide Voter Registration list per name on paper | $0.05 | NAME |
| Early Voting Packet (includes signature verification) | $2.25 | EACH |
| Processing Provision Ballots | $2.50 | EACH |
| Processing "Conditional" Provisional Ballots | $5.00 | EACH |
| General Election Ballot | $ 0.35 | Per Reg. Voter |

**Fees are subject to change upon approval by Yavapai County. Revised schedules will supersede prior schedules and be incorporated into Election Services Agreements in effect at the time of revision. Upon approval, Yavapai County will post a copy of the revised schedule on its website.**