

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 25-1766

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, COUNTY OF NAVAJO, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT (EXHIBIT A) BETWEEN NAVAJO COUNTY AND THE TOWN OF PINETOP-LAKESIDE, FOR THE PROVISION OF ELECTION SERVICES FOR THE TOWN OF PINETOP-LAKESIDE FOR A TERM OF FOUR (4) YEARS TO EXPIRE ON JANUARY 1, 2029; AND AUTHORIZE THE MAYOR TO EXECUTE THE IGA AND OTHER DOCUMENTS REASONABLY NECESSARY TO IMPLEMENT THE IGA.

WHEREAS, the Town of Pinetop-Lakeside, Arizona (the “Town”), desires to ensure the efficient and legal conduct of its municipal elections; and

WHEREAS, Navajo County provides comprehensive election services to municipalities within its jurisdiction, including voter registration, ballot preparation, election day operations, and election results tabulation; and

WHEREAS, an Intergovernmental Agreement (IGA) with Navajo County will provide necessary election services in compliance with state and federal election laws, while also reducing the burden and cost to the Town by utilizing the County’s established election infrastructure and expertise; and

WHEREAS, the Town and Navajo County entered into an Intergovernmental Agreement for election services on February 4, 2021 for a term of four (4) years ending January 1, 2025; and

WHEREAS, Town Council deems it in the best interest of the Town to enter into such an agreement with Navajo County to ensure efficient and fair conduct of Town elections.

NOW THEREFORE BE IT RESOLVED by the Town of Pinetop-Lakeside, Arizona, as follows:

Authorization to Enter into an Intergovernmental Agreement

The Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, hereby authorize:

1. An Intergovernmental Agreement (“IGA”) between the Town of Pinetop-Lakeside and Navajo County for the provision of election services for the Town of Pinetop-Lakeside for a term of four (4) years. This term will expire on January 1, 2029; and
2. The Mayor to execute the IGA and other documents reasonably necessary to implement the IGA.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, this 6th day of February 2025.

TOWN OF PINETOP-LAKESIDE



Stephanie Irwin

Stephanie Irwin
Mayor

ATTEST:

Kristi Salskov
Kristi Salskov, CMC
Town Clerk

APPROVED AS TO FORM:

William J. Sims III
William J. Sims, III
Town Attorney

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
TOWN OF PINETOP-LAKESIDE AND NAVAJO COUNTY**



INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE COUNTY OF NAVAJO,

AND THE

TOWN OF PINETOP-LAKESIDE

FOR THE PROVISION OF ELECTION SERVICES

THIS AGREEMENT is entered into February 6, 2025, between the COUNTY OF NAVAJO (the "COUNTY"), acting by and through its duly elected governing body, the NAVAJO COUNTY BOARD OF SUPERVISORS (the "BOS"), and the TOWN OF PINETOP-LAKESIDE, acting by and through its duly elected governing body.

I. RECITALS

1. The **COUNTY** owns and operates voting and ballot tabulating equipment and employs certified Election Officials.
2. The **TOWN OF PINETOP-LAKESIDE** seeks to participate in consolidated elections and pursuant to Arizona Revised Statutes §16-205(C), the **TOWN OF PINETOP-LAKESIDE** and **COUNTY** wish to enter into this Agreement.
3. The **RECORDER** is required by Arizona Revised Statutes §16-172 to enter into this Agreement if the **TOWN OF PINETOP-LAKESIDE** requests the use of the County registration rolls to conduct an election, and, by signature below, has resolved to enter into this Agreement.
4. The **TOWN OF PINETOP-LAKESIDE** is required by Arizona Revised Statutes §16-172 to enter into this Agreement if the **TOWN OF PINETOP-LAKESIDE** requests the use of the County Recorder registration rolls to conduct an election, and has, by proper **TOWN OF PINETOP-LAKESIDE** Council action, determined to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the **TOWN OF PINETOP-LAKESIDE**.
5. The **COUNTY** is empowered by Arizona Revised Statutes §11-251 and §11-952 to enter into this Agreement and has by appropriate Board action, determined to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the **COUNTY**.
6. The **TOWN OF PINETOP-LAKESIDE** is empowered to enter into this Agreement, and has, by proper Council action, authorized the undersigned to execute the Agreement on behalf of the **TOWN OF PINETOP-LAKESIDE**.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1. The **COUNTY** will:

- a. Make available to the **TOWN OF PINETOP-LAKESIDE** support services, materials and supplies, including but not limited to: ballots, voting equipment, precinct supplies, precinct personnel, precinct signature rosters, counting center personnel, early board processing personnel, and such other election materials, supplies and personnel as may be required for the conduct of the election as prescribed by law.
 - b. Provide to the **TOWN OF PINETOP-LAKESIDE** a list of polling locations and a list of poll workers for approval by the **TOWN OF PINETOP-LAKESIDE** Council.
 - c. Conduct logic and accuracy tests as required by law and publish all legal notices in connection therewith.
 - d. Perform tabulation, prepare unofficial election results and transmit to the **TOWN OF PINETOP-LAKESIDE**, or designee.
 - e. Provide Election Department personnel necessary to effectively administer an election.
 - f. At all times comply with the laws and regulations regarding the conduct of elections.
 - g. Upon completion of the election, present to the **TOWN OF PINETOP-LAKESIDE** a detailed, itemized statement of charges incurred as a result of the election.
2. The **RECORDER** will
- a. Ensure that the **COUNTY** registration rolls necessary for the **TOWN OF PINETOP-LAKESIDE** to conduct an election be provided to the **TOWN OF PINETOP-LAKESIDE** at least forty-five (45) days in advance of such election, with supplementation of the rolls provided at least once, as soon as possible after the twenty-ninth (29th) day preceding the election, and with further supplementation as may be necessary to conduct early voting or, with further supplementation as necessary, to conduct an all-mail ballot election, in the event such an election is authorized by the **TOWN OF PINETOP-LAKESIDE**.
 - b. Ensure that an electronic data compilation, such as a computer tape, of the registration rolls be provided to the **TOWN OF PINETOP-LAKESIDE** within ten (10) days of a request by the **TOWN OF PINETOP-LAKESIDE**, for use by the **TOWN OF PINETOP-LAKESIDE** to prepare mailing labels or for such other election purposes as the **TOWN OF PINETOP-LAKESIDE** may require.
 - c. Handle all early balloting for the **TOWN OF PINETOP-LAKESIDE**, including early voting requests, early ballot mailers, on-site early voting, signature verification and other early voting supplies and services that may be necessary.
 - d. Ensure that the charges for reimbursement of expenses by the **TOWN OF PINETOP-LAKESIDE** is no more than the actual cost incurred in preparing the necessary list, electronic data compilations or early voting

supplies and services. Actual additional costs will include, but are not limited to: supplies, staff and personnel time as well as any machine time or other electronic data process time.

- e. Provide **TOWN OF PINETOP-LAKESIDE** personnel necessary to effectively administer early voting and other related services.
- f. Assist the **TOWN OF PINETOP-LAKESIDE** in providing necessary modification of precinct data as it relates to **TOWN OF PINETOP-LAKESIDE** -only elections or following a **TOWN OF PINETOP-LAKESIDE** annexation.

3. The **TOWN OF PINETOP-LAKESIDE** will:

- a. Create, translate, print and mail all publicity pamphlets.
- b. Publish all legal notices in connection with a **TOWN OF PINETOP-LAKESIDE** election with the exception of the logic and accuracy testing notification(s) as described in section 1(c) of this Agreement.
- c. At all times comply with the laws and regulations regarding the conduct of elections.
- d. Provide the County Elections Office with the names of any Write-in Candidates as prescribed by law.
- e. Reimburse the **COUNTY** for all charges for election materials, supplies, equipment and personnel required in direct support of the **TOWN OF PINETOP-LAKESIDE** election and clearly outlined in the detailed, itemized statement of charges within sixty (60) days of submittal to the **TOWN OF PINETOP-LAKESIDE** of the reimbursement request by the **COUNTY**. The **TOWN OF PINETOP-LAKESIDE** shall establish and maintain a budget covering the payment of all such charges.
- f. Reimburse the **RECORDER** for the actual additional costs incurred by the **RECORDER** in the preparation of any lists, electronic data compilations or early voting supplies and services under this agreement within sixty (60) days of submittal to the **TOWN OF PINETOP-LAKESIDE** of a reimbursement request by the **RECORDER**.

III. **DURATION OF AGREEMENT**

- 1. This Agreement is for a term of four (4) years effective **February 6, 2025**, and terminating on **January 1, 2029** and can be terminated at any time by any party, with or without cause, a written notice is provided to the other parties 120 in advance. Upon termination of this Agreement, all property or equipment used by the parties in the performance of their responsibilities under this Agreement shall remain the property of the party that purchased the property or equipment.

IV. **MISCELLANEOUSE PROVISIONS**

- 1. This Agreement may be canceled in accordance with the provisions Arizona Revised Statutes §38-511, regarding Conflicts of Interest.
- 2. The **COUNTY** as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, and the **ELECTIONS DEPARTMENT** and **RECORDER**, engaged in the performance of its mandatory

statutory duties, and the **TOWN OF PINETOP-LAKESIDE**, as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, all avow to the other that each has obtained and has in full force and effect a public entity liability policy relating to the faithful performance of duty.

3. The provisions of the Records and Disposition Schedule promulgated by the Arizona State Library, Department of Library, Archives and Public Records, as it may from time to time be amended, shall be applicable to all public documents generated in the course of this Agreement.
4. If the parties mutually agree, claims, disputes or other matters in question may be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Demand for arbitration must be filed in writing with the other party to this Agreement.
5. All notices or demands upon any party to this Agreement, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

**Navajo County Elections
Division
P.O. Box 668
100 E. Code Talkers Dr.
Holbrook, AZ 86025**

**Town of Pinetop-Lakeside
325 W. White Mountain Blvd.
Lakeside, Arizona 85929
Attn: Kristi Salskov, Town Clerk**

6. The **TOWN OF PINETOP-LAKESIDE** is responsible for all liability, damages or expenses involved in defending challenges to the **TOWN OF PINETOP-LAKESIDE** election arising out of the actions of the **TOWN OF PINETOP-LAKESIDE** and its officials, employees and agents.
7. E-Verify requirements. To the extent applicable under Arizona Revised Statute §41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Arizona Revised Statutes §23-214(A). The parity's breach of the above mentioned warranty shall be deemed a material breach of the Agreement and the non-breeching party may terminate the Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year below written.

NAVAJO COUNTY BOARD OF SUPERVISORS

Jason Whiting, Chairperson

This ____ day of _____, 2025

Attest:

Melissa W. Buckley, Clerk of the Board

Timothy Jordan, Recorder

This ____ day of _____, 2025

Attest:

Melissa W. Buckley, Clerk of the Board

TOWN OF PINETOP-LAKESIDE

Stephanie Irwin
Stephanie Irwin, Mayor

This *6th* day of *February*, 2025

Attest:

Kristi Salskov
Kristi Salskov, CMC
Town of Pinetop-Lakeside Town Clerk



Pursuant to Arizona Revised Statutes §11-952, the foregoing Agreement has been submitted to the undersigned counsel who has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the County of Navajo.

Navajo County Attorney

Dated

Town of Pinetop-Lakeside Attorney

William J. Sims

1/24/25

Dated