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**C-8042
05/16/2012**

CITY OF GLENDALE, ARIZONA

AGREEMENT C- 8042
(Maricopa County Facility Use Agreement)

(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)

MARICOPA COUNTY FACILITY USE AGREEMENT

ELECTION DATE(S) 8/28/2012 11/6/2012 DATE ISSUED: 4/11/2012

PRECINCT NUMBER(S) PRIMARY ELECTION GENERAL ELECTION 0029 ARROWHEAD RANCH

FACILITY #: 13841 TAX ID #:
 FACILITY NAME: DEER VALLEY FIRE STATION #156
 FACILITY ADDRESS: 6801 W DEER VALLEY RD CITY/ZIP: GLENDALE
 MAILING ADDRESS: CITY/ZIP: 85308
 FAX NUMBER:
 EMAIL ADDRESS:

PERMISSION IS HEREBY GRANTED TO MARICOPA COUNTY FOR ACCESS AND USE OF OUR FACILITY AS FOLLOWS:

POLLING SITE EARLY VOTING MPS/RECEIVING SITE TRAINING SUPPLY DEPOT ID VERIFICATION

SPECIFICATIONS: The room where the Election will be held is known to the public as: COMMUNITY ROOM

- ❖ Have there been any structural changes to your facility in the last year which would affect voter accessibility to the polling place? Yes No
- ❖ Two 6ft tables will be available for use by the Election Board? Yes No
- ❖ Six chairs will be available for use by the Election Board? Yes No
- ❖ Restroom facilities will be available to the Election Board? Yes No
- ❖ Telephone will be available to Election Board from 5:30AM-9:00PM*? Yes No
 If yes, provide the number and location of the telephone Phone # () Location
- ❖ Does your facility require a copy of our insurance? Yes No
- ❖ Facility will be available for Elections setup on Monday from 12 noon-9:00PM*? Yes No
- ❖ Facility will be available for Election Day from 5:30AM-9:00PM*? Yes No
(this is an estimated ending time)

ELECTION SCHEDULE: **ELECTIONS ARE ALWAYS ON A TUESDAY**

Dates/Hours of Access and Use by Maricopa County: This facility grants to and authorizes Maricopa County right of entry, full access and use as follows:

1. Equipment/Supplies: MCED will deliver and secure the equipment/supplies at the facility M-F during the week preceding the date of the election, between the hours of **7AM and 5PM**. If this schedule is impossible, please indicate a date and time: _____.

Pick-up: MCED will pick up within five (5) business days after the election between the hours of **7AM and 5PM**. (Equipment will be picked up in the same order it was delivered). If this schedule is absolutely impossible, please indicate the time and date: _____.

NOTE: Delivery the day before & Pick-up the day after the election can only be accommodated for extreme circumstances.

2. Setup: Monday prior to the election, board members are required to set-up the facility for voting and will need access during the afternoon or evening for approximately 2 hours. The inspector will call to make arrangements with you approximately 2 weeks before election.

3. Election Day: Facility MUST be open for the election board no later than **5:30 AM on Election morning**. The County's right of entry extends to access determined necessary by the County to ensure voting begins promptly at **6:00 AM** on Election Day and all acts necessary thereto. Voting hours are 6:00 AM – 7:00 PM as required by law; Facility is needed from 5:30AM – 9:00PM or later as necessary.

3A. MPS/Receiving Site: Facility must be open from 5:30PM – 10:00PM. Fax or phone lines will be tested by MCED prior to use.

4. SIGNS AND ELECTIONEERING: (ARS §16-411 H) The facility Owner/Agent agrees that on election day, if the Owner/Agent permits signs or allows private persons to conduct election related activities of Facility premises outside the 75-foot polling place perimeter (§ARS 16-515) controlled by the elections department, the Owner/Agent agrees that such signs and activities on Facility property will be allowed on an impartial and nondiscriminatory first come, first served basis, in accordance with any regulations or directions given by the Facility/Owner/Agent shall advise the Elections Department at least 45 days prior to the election so that the election board workers can be aware of the Facility's signage/activity restrictions.

PAYMENT AGREEMENT:

Privately Owned Facilities (i.e. church, recreation center, clubhouse, etc.): Maricopa County will reimburse for custodial assistance at a rate of \$75.00 per election.

DO YOU WISH TO WAIVE THE CUSTODIAL FEE AND DONATE YOUR FACILITY AS A COMMUNITY SERVICE? YES NO

MARK BURDICK, FIRE CHIEF
 PRINTED NAME & TITLE OF AUTHORIZED AGENT

[Signature] 10/17/12
 SIGNATURE DATE

PLEASE COMPLETE THE BACK OF THIS FORM AND RETURN IT WITHIN 10 BUSINESS DAYS

Approved as to form: [Signature] 11 S 3RD AVENUE, PHOENIX, AZ 85003

(Please Retain a Copy for Your Records)

[Signature]
 Craig Tindall
 City Attorney

ATTEST:
[Signature]
 City Clerk

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MAIN CONTACT INFORMATION:

NAME: Lorrie Moreno- Program Administrator or Andrea Encinas -Customer Assistance Representative

WORK #: (623) 930-4403 Lorrie WORK #: (623) 930-4405 Andrea

Name / title / phone # of person opening election morning: Andrea Encinas- CSR (623) 930-4405

Name / title / phone# of person closing election night: Andrea Encinas- CSR (623) 930-4405

EMERGENCY CONTACT INFORMATION: *(i.e. no one is there to open facility at 5:30 AM on election morning)*

Name: Andrea Encinas Emergency#: (623) 930-4405

FOR OFFICIAL USE ONLY:

[Signature]
SIGNATURE (Director of Elections)

FOR ELECTIONS USE ONLY: CO-LOCATED WITH _____ PAYMENT CODE _____

FENCED INTO _____ RAMP(S) NEEDED _____ CHANGE CODE _____

INDEMNITY AGREEMENT

This Agreement of Indemnity is hereby entered into as a part of the Maricopa County Facility Use Agreement heretofore entered into by the parties hereto and concerns the use of the premises as described which will be used as a polling place or election site;

Whereas, and in consideration of the fact that the owners of the described property have entered into an agreement for the use of said property as a polling place or election site;

Whereas, the Maricopa County Board of Supervisors wishes to encourage owners of this property to allow the County to utilize their premises as a polling place or election site;

Whereas, the Maricopa county Board of Supervisors does not wish to impose any additional liability upon owners of this property designated as a polling place or election site;

Maricopa County shall indemnify, save, and hold harmless the owners of said property, their officers, agents, and employees, or any of them from and against any judgment, loss, damage, liability, cost, charge, expense or attorney's fees arising out of the designation and utilization of said property as a polling place or election site, unless such claims shall arise through the negligent act or omission of the owner of said property.

This indemnification shall not be constructed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies. This indemnification is secondary to any available primary insurance or coverage.

COMPLIANCE WITH STATE LAW REQUIREMENTS

Maricopa County warrants, to the extent applicable under AR.S. §41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. §23-214(A) which requires registration and participation with E-Verify Program.

Maricopa County certifies under A.R.S. §§ 35-391 et seq., that it does not have "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

**THE ABOVE SITE INDEMNITY AGREEMENT APPLIES TO
MARICOPA COUNTY ELECTIONS ONLY**

**JURISDICTION INDEMNIFICATION IS PROVIDED BY
THE INDIVIDUAL JURISDICTION**