

AGREEMENT
between the
COCHISE COUNTY BOARD OF SUPERVISORS
and the
COCHISE COUNTY RECORDER
for
ELECTION SERVICES

This Agreement is entered into on the 28th day of February, 2023, and is effective upon recording with the Cochise County Recorder.

WHEREAS, the Cochise County Board of Supervisors ("Board") or other officer in charge of an election is charged by A.R.S. § 11-251(3) and Title 16, Chapters 1 through 4 with various election responsibilities, including designating polling places and conducting elections within Cochise County in compliance with state and federal requirements governing national, state, and local elections; and,

WHEREAS, by Resolution 88-41, the Board created the Elections/Special District Office under the Board; and,

WHEREAS, the Cochise County Recorder ("Recorder") or other officer in charge of an election is charged by A.R.S. Title 16, Chapters 1 through 4 with the responsibility of voter registration and early voting; and,

WHEREAS, the Board and the Recorder agree that combining all election-related functions under one department promotes economy, efficiency, and public confidence; and

WHEREAS, the Board and the Recorder acknowledge that neither entity may abdicate its statutory responsibilities to the other.

NOW, THEREFORE, it is agreed by and between the Board and the Recorder as follows:

- 1. Term.** The term of this Agreement shall commence upon the filing of a fully executed original in the official records of the Cochise County Recorder and shall terminate on December 31, 2024, unless terminated earlier pursuant to paragraph 9.
- 2. Delegation of administrative responsibility.** The responsibility for the operation and administration of elections and A.R.S. Title 48 special taxing districts ("Special Districts") are hereby delegated to the Recorder. The Recorder shall manage the personnel and budget for all election and all functions related to Special Districts. For the purposes of filing nomination papers, the Recorder is designated to be the election officer who shall receive nomination papers and petitions of candidates for public office pursuant to A.R.S. Title 16, Chapter 3. The Board shall meet and publicly canvass election results as prepared and provided by the Recorder. The Recorder shall prepare and provide to the Clerk of the Board Certificates of Nomination and Certificates of Election, for the Clerk of the Board to execute. The Recorder shall issue the signed Certificates of Nomination and Certificates of Election. The Recorder shall be responsible for all other election functions, including A.R.S. Title 19 duties charged to the Board of Supervisors or other County officer in charge of elections. The Recorder shall be responsible for distributing the official canvass of County and

Special Districts elections. The Recorder shall be Interim Elections Director and shall appoint, subject to approval by the Board, an Elections Director.

3. Contracting authority. The Board delegates to the Recorder authority to contract to provide election services to other political subdivisions, pursuant to Resolution 19-10. All service contracts for services acquired by the Recorder shall be subject to final approval by the Board. Procurement of services, goods, and equipment shall comply with the County of Cochise Procurement Policy.

4. Board reporting and approvals. The Recorder shall advise the Board from time-to-time on election matters, and the Recorder shall prepare and present at a Regular Board of Supervisors Meeting, for formal Board approval, the following:

- a. Election Day vote center and emergency voting locations.
- b. Any statutorily required Board action to call an election.
- c. Any other election-related matter statutorily requiring formal Board approval.
- d. Any Special District item statutorily requiring formal Board action or approval, including but not limited to formations or modifications of existing boundaries.

5. Supervisory authority of the Recorder. County employees designated by the Recorder to conduct elections and administer special districts on behalf of the Board shall report to and act under the supervision of the Recorder, and in so doing, shall keep the Recorder advised of all election and Special Districts related matters that are within the statutory responsibility of the Board. It is understood and agreed that, unless otherwise specified by contract, regular and temporary employees hired by the Recorder to fulfill the obligations under this agreement are County employees subject to the Cochise County Human Resources Policies and Merit Rules.

6. Non-delegation of authority. Nothing in this agreement is intended to grant policy-making or budgetary approval authority to the Recorder for election matters within the statutory responsibility of the Board or the Clerk of the Board.

7. Funding. It is anticipated that funding for election-related functions will continue at least at the current level, but in any event, the Board agrees to appropriate, to the extent funds are available, funding sufficient for necessary expenses of conducting elections without impairing the ability of the Recorder to carry out the statutory responsibilities of the office of the Recorder.

8. Modification. This agreement may be modified by mutual agreement in writing, as necessary, or terminated as provided below.

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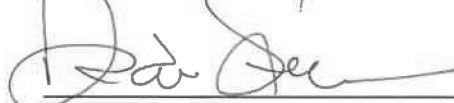
9. Termination. This agreement may be terminated by either party without cause upon a ninety-day notice given by a majority vote of the Board at a public meeting or in writing by the Recorder to the Board.

Dated this 28th day of February, 2023.

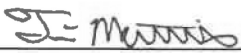
COCHISE COUNTY:


Ann English 2-28-23
Chairman, Board of Supervisors

COCHISE COUNTY RECORDER


David W. Stevens
Cochise County Recorder

ATTEST:


Tim Mattix, Clerk of the Board

APPROVED AS TO FORM:

Christine J. Roberts, Esq.
Chief Civil Deputy County Attorney