



Order

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2023-13

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH YUMA COUNTY ARIZONA, PROVIDING FOR ELECTION SERVICES. REPEALING CONFLICTING PROVISIONS AND PROVIDING FOR SEVERABILITY.

WHEREAS, Arizona Revised Statute § 11-952 authorizes Arizona cities and counties to enter into intergovernmental agreements; and

WHEREAS, on February 20, 2019, the City of San Luis and Yuma County entered into a five-year contract for election services, which will expire on February 20, 2024, and

WHEREAS the City of San Luis desires to continue election services through the expertise of Yuma County, and Yuma County is willing to continue services with the City of San Luis;

NOW, THEREFORE, BE IT ORDERED by the Mayor and City Council of the City of San Luis, Arizona:

Section 1: It is deemed in the best interest of the City of San Luis ("City") and its residents that an intergovernmental agreement with Yuma County be entered into for the provision of election services.

Section 2: A true copy of said intergovernmental agreement is incorporated into this Order No. 2023-13 ("Order") as if set forth in full here as Exhibit "A" ("Intergovernmental Agreement").

Section 3: The Mayor or the Mayor's designee are hereby authorized and directed to execute this Intergovernmental Agreement on behalf of the City.

Section 4: If a conflict arises between the provisions of this Order and any other ordinance, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Order shall govern.

Section 5: If any section, subsection, paragraph, sentence clause, phrase, or portion of this Order is held to be invalid or unconstitutional by the final decision of any court of

competent jurisdiction or operation of law by binding legislation, such decision or legislation shall not affect the validity of the remaining portion of this Order.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of December 2023.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

Exhibit A

**Intergovernmental Agreement between
the County of Yuma,
the County Recorder
and
The City of San Luis
For the Provision of Election Services
for Calendar Years 2024-2028**

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE COUNTY OF YUMA,
THE YUMA COUNTY RECORDER,
AND THE CITY OF SAN LUIS
FOR THE PROVISION OF ELECTION SERVICES
FOR CALENDAR YEARS 2024-2028**

THIS AGREEMENT is entered into _____, 2024, between the COUNTY OF YUMA (the "COUNTY"), acting by and through its duly elected governing body, the YUMA COUNTY RECORDER (the "RECORDER"), and the CITY OF SAN LUIS, (the "CITY").

I. RECITALS

1. The COUNTY owns and operates voting equipment and ballot tabulating equipment and employs certified Election Officials.
2. The CITY seeks to participate in consolidated elections and pursuant to Arizona Revised Statutes (A.R.S.) § 16-205(C), the CITY and COUNTY wish to enter into this Agreement.
3. The CITY is authorized, if it so chooses, pursuant to A.R.S. §§ 16-409 and 16-558 to conduct elections by all-mail ballot (VOTE BY MAIL).
4. The RECORDER is required by A.R.S. § 16-172 to enter into this Agreement if the CITY requests the use of County registration rolls to conduct an election, and, by seal and signature below, has resolved to enter into this Agreement.
5. The COUNTY is empowered by A.R.S. §§ 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.

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 CITY support services, materials and supplies, including but not limited to: ballot cards, voting equipment, vote tallying equipment, vote center supplies, vote center personnel, vote center 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 type of election called/approved by the CITY.

- b. Conduct logic and accuracy tests as required by law and publish all legal notices in connection therewith.
- c. Perform tabulation, prepare unofficial election results and transmit to the CITY or designee.
- d. Provide the RECORDER personnel necessary to effectively administer an election.
- e. At all times comply with the laws and regulations regarding the conduct of elections.
- f. Upon completion of an election, present to the CITY a detailed, itemized statement of charges incurred and billable amounts for any election type called as per the current Election Services Fee Schedule.

2. The **RECORDER** will:

- a. Ensure that the County registration rolls necessary for the COUNTY to conduct an election be provided to the COUNTY 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.
- b. Handle all early balloting for the CITY, including early voting requests, early ballot mailers, on-site early voting, signature verification and other early voting supplies and services that may be necessary.
- c. **FOR VOTE BY MAIL ELECTIONS:** Mail ballots to every registered voter within the CITY.
- d. Upon completion of an election, present to the CITY a detailed, itemized statement of charges incurred to conduct early voting for a Vote Center OR Vote by Mail election and billable amounts for each participating CITY.
- e. Provide RECORDER personnel necessary to effectively administer early voting and other related services appropriate for type of election called/approved by the CITY.

3. The **CITY** will:

- a. Contact the COUNTY no later than 180 days prior to a consolidated election date notifying of intent to conduct election and advise of type of election approved by the governing body (Vote Center or Vote by Mail election).
- b. Create, translate, print and mail all publicity pamphlets.
- c. Publish all legal notices in connection with a CITY election with the exception of the logic and accuracy testing notification as described in section 1(b) of this Agreement.
- d. FOR VOTE BY MAIL ELECTIONS: Mail notice of election to every active registered voter for the purpose of notifying voters of the all-mail election.
- e. At all times comply with the laws and regulations regarding the conduct of elections.
- f. Reimburse the COUNTY for all charges for election materials, supplies, equipment and personnel required in direct support of the CITY election and clearly outlined in a detailed, itemized statement of charges within sixty (60) days of submittal to the CITY of a reimbursement request by the COUNTY. The CITY shall establish and maintain a budget covering the payment of all such charges.
- g. Reimburse the RECORDER for the actual additional costs incurred by the RECORDER in the preparation of any lists, electronic data compilations, early voting or Vote by Mail supplies and services under this agreement within sixty (60) days of submittal to the CITY of a reimbursement request by the RECORDER.

III. DURATION OF AGREEMENT

1. This Agreement shall be effective as of January 1, 2024 and shall remain in full force and effect for a term of FIVE (5) years from the effective date ("Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for one (1) successive five-year term, unless (i) any party provide one-hundred and twenty (120) days' written notice to the other parties of its intent to not renew at the end of the Initial Term or (ii) this Agreement is terminated as otherwise provided in this Agreement.
2. This Agreement can be terminated at any time by any party, with or without cause, upon giving one-hundred and twenty (120) days' written notice to the other parties. 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. MISCELLANEOUS PROVISIONS

1. This Agreement may be canceled in accordance with the provisions A.R.S. § 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 RECORDER, engaged in the performance of its mandatory statutory duties, and the CITY, 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 Arizona State Library, Archives and Public Records, Revised October 16, 2018, pertaining to the 3-year record retention by the RECORDER of receipts of fees are applicable to 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:

Yuma County Elections Department
102 South Main Street
Yuma, Arizona 85364

Yuma County Recorder
102 South Main Street
Yuma, Arizona 85364

City of San Luis
Office of the City Clerk
P.O. Box 1170
San Luis, AZ 85349

6. The CITY is responsible for all liability, damages or expenses involved in defending challenges to the CITY election arising out of the actions of the CITY and its officials, employees and agents.
7. E-verify requirements. To the extent applicable under A.R.S. § 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 A.R.S. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and the non-breaching 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, and is effective upon filing with the Office of the Yuma County Recorder.

CITY OF SAN LUIS

Attest:

JENNY TORRES
Acting City Manager

SONIA CORNELIO
City Clerk

This ___ day _____, 20__.

YUMA COUNTY, ARIZONA

MARTIN PORCHAS
Chairman
Yuma County Board of Supervisors

RICHARD COLWELL
Yuma County Recorder

This ___ day _____, 20__.

This ___ day _____, 20__.

Attest:

IAN McGAUGHEY
Yuma County Clerk of the Board

INTERGOVERNMENTAL AGREEMENT DETERMINATION
BETWEEN
THE COUNTY OF YUMA,
THE YUMA COUNTY RECORDER
AND THE CITY OF SAN LUIS
FOR THE PROVISION OF ELECTION SERVICES
FOR CALENDAR YEARS 2024-2028

Pursuant to Arizona Revised Statutes § 11-952, the foregoing Agreement has been submitted to the Administrator for the CITY OF SAN LUIS Arizona. The undersigned 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 CITY OF SAN LUIS.

KAY MARION MACUIL
City of San Luis Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION
BETWEEN
THE COUNTY OF YUMA,
THE YUMA COUNTY RECORDER
AND THE CITY OF SAN LUIS
FOR THE PROVISION OF ELECTION SERVICES
FOR CALENDAR YEARS 2024-2028

Pursuant to Arizona Revised Statutes § 11-952, the foregoing Agreement has been submitted to the undersigned Attorney for the County of Yuma, Arizona. The undersigned 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 Yuma.

JON R. SMITH
Yuma County Attorney