

INTERGOVERNMENTAL AGREEMENT
BETWEEN
YUMA COUNTY,
THE YUMA COUNTY RECORDER,
AND THE CITY OF YUMA,
FOR THE PROVISION OF ELECTION SERVICES
FOR CALENDAR YEARS 2026-2030

THIS AGREEMENT is entered into _____, 20__, between YUMA COUNTY (the "COUNTY"), acting by and through its duly elected governing body, the Yuma County Board of Supervisors; the YUMA COUNTY RECORDER (the "RECORDER"); and the CITY OF YUMA, (the "ENTITY").

I. RECITALS

1. The COUNTY owns and operates voting equipment and ballot tabulating equipment and employs certified Election Officials.
2. The ENTITY seeks to participate in consolidated elections and, pursuant to Arizona Revised Statutes (A.R.S.) § 16-205(C), the ENTITY and COUNTY wish to enter into this Agreement.
3. ENTITY may choose, pursuant to A.R.S. §§ 16-409 and 16-558, to conduct elections by all-mail ballot (vote by mail) instead of an in-person election. However, if an election is previously called, any other election being called for the same day must be conducted in the same manner as the election called first.
4. The RECORDER is required by A.R.S. § 16-172 to enter into this Agreement if the ENTITY 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, through its Election Services Division, will:**
 - a. Provide the ENTITY with ballot proofs as soon as ballots are prepared and no later than forty-five (45) days prior to the election. All changes made after the ballot proofs are approved by the ENTITY, or a designate thereof, will be directed in writing to the Election Services Division no later than the required two (2) calendar days. The Election Services Division will arrange with vendor for the ballot changes and advise the ENTITY once completed.
 - b. Provide ballots and accessible voting equipment to be used in the election.
 - c. Contract with voting locations to conduct in person voting. Notify the ENTITY of any voting locations that are not available to be utilized to conduct the election.

- d. Provide all machines, signs, voting center supplies, and related election material necessary to conduct the elections.
- e. Will recruit, train, provide and pay Election Board Workers to conduct the election on behalf of the ENTITY.
- f. Tally official results of the election, utilizing Ballot Tabulation equipment and Accessible Voting equipment.
- g. Conduct the Logic and Accuracy Test, including publishing the public notice of the time and place of the test per A.R.S. § 16-449.
- h. Process all Provisional ballots and deliver to the Yuma County Recorder. Process verified ballots upon return by the Yuma County Recorder and include totals in the canvass.
- i. Process all Early and Late Early ballot and deliver to the Yuma County Recorder. Process and tabulate the ballots upon return from the Yuma County Recorder.
- j. Perform tabulation, prepare unofficial election results of ballots cast for all Primary elections, pursuant to the Yuma City Charter, and majority votes for General elections, and transmit to the ENTITY or designee.
- k. Transfer to the Yuma County Treasurer election materials for storage and disposal as required by law.
- l. At all times comply with the laws and regulations regarding the conduct of elections.
- m. Upon completion of an election, present to the ENTITY 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 ENTITY, 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 active registered voter within the ENTITY.
- d. Upon completion of an election, present to the ENTITY 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 ENTITY.

- e. Provide RECORDER personnel necessary to effectively administer early voting and other related services appropriate for type of election called/approved by the ENTITY.

3. The ENTITY 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 an ENTITY election with the exception of the logic and accuracy testing notification as described in Section 1(g) 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 ENTITY election and clearly outlined in a detailed, itemized statement of charges within sixty (60) days of submittal to the ENTITY of a reimbursement request by the COUNTY. The ENTITY 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 ENTITY of a reimbursement request by the RECORDER. These costs will include the cost incurred by the RECORDER to hire additional workers to assist in performing the responsibilities set forth in Section II(2).

III. DURATION OF AGREEMENT

- 1. This Agreement shall be effective as of January 1, 2026 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 through its Election Services Division, and the RECORDER, engaged in the performance of its mandatory statutory duties, and the ENTITY, 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 COUNTY and RECORDER agree to retain records of receipt of fees under this Agreement in accordance with the applicable provisions of the Records and Disposition Schedule promulgated by the Arizona State Library, Archives and Public Records currently in effect.
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
Election Services Division
197 S. Main Street, Suite 103
Yuma, Arizona 85364

Yuma County Recorder
102 South Main Street
Yuma, Arizona 85364

City Clerk's Office
One City Plaza
Yuma, AZ 85364

6. The ENTITY is responsible for all liability, damages or expenses involved in defending challenges to the ENTITY election arising out of the actions of the ENTITY 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 YUMA

Attest:

JOHN D. SIMONTON
Acting City Administrator

JANET L. PIERSON
City Clerk

This ___ day _____, 20___.

YUMA COUNTY, ARIZONA

MARTIN PORCHAS
Chairman
Yuma County Board of Supervisors

DAVID LARA
Yuma County Recorder

This ___ day _____, 20___.

This ___ day _____, 20___.

Attest:

DESIREE PHILIPPS
Yuma County Clerk of the Board & Officer in Charge of Elections

INTERGOVERNMENTAL AGREEMENT DETERMINATION
BETWEEN
THE COUNTY OF YUMA,
THE YUMA COUNTY RECORDER
AND THE CITY OF YUMA,
FOR THE PROVISION OF ELECTION SERVICES
FOR CALENDAR YEARS 2026-2030

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

City of Yuma Attorney

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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.

KAROLYN KACZOROWSKI
Yuma County Attorney

TASK SCHEDULE

TASK	TO BE PERFORMED BY:		
	Election	Jurisdiction	Recorder
As required, publish/send Call of Election and/or Notice of Election		X	
As required, publish Legal Advertising, Notices, Publicity Pamphlets, etc		X	
Notify COUNTY of intent to participate in the Election at least 180 days before the Election Day		X	
Within two business days of candidate deadline provide COUNTY with candidate names, rotation order, ballot language, and any other ballot text required. Failure to provide required ballot information in a timely manner will cause the exclusion of race(s) from the ballot		X	
Provide the COUNTY with the ballot language translation for ballot purposes		X	
Approve final ballot proof (required JURISDICTION signoff)		X	
Attend and certify official Logic and Accuracy (L&A) Test		X	
Notify the COUNTY of any possible recounts and provide proper paperwork		X	
Notify the COUNTY of any possible recalls, referendum, or initiatives with the proper paperwork		X	
If applicable, submit agenda item to County Board of Supervisor for election cancellation	X		
Public Logic and Accuracy Test notice	X		
Perform Logic and Accuray Test	X		
Transmit UOCAVA ballots to qualified voters			X
Manage and maintain the drop boxes throughout the election period			X
Host 27-days of early voting			X
Manage Vote-by-Mail Ballots and Early Ballots			X
Provide the following daily reports to the jurisdictions: <ul style="list-style-type: none"> ▪ Early ballot list ▪ Number of ballots sent ▪ Number of received ballots 			X
Process ballots, which include testing, tabulation and audit	X		
Perform signature verification on ballot affidavits and provisional ballots			X
Curing period for provisionals and non-matching signatures			X

Administer Hand Count Audit, post-election L&A testing and all other audits	X		
Provide Canvass Reports <ul style="list-style-type: none">• Election Summary Report• Provisional Ballot Report• Rejected Ballot Report	X		X