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13	Attorneys for Plaintiff State of Arizona ex rel. Attorney General Kristin K. Mayes	
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15 16 17 18 19 20 21	IN AND FOR THE CO THE STATE OF ARIZONA, ex rel. KRISTIN K. MAYES, Attorney General  Plaintiff, vs.  COCHISE COUNTY, TOM CROSBY in his official capacity as Cochise County District 1	No:
15 16 17 18 19 20	IN AND FOR THE CO  THE STATE OF ARIZONA, ex rel. KRISTIN K. MAYES, Attorney General  Plaintiff, vs.  COCHISE COUNTY, TOM CROSBY in his official capacity as Cochise County District 1 Board Supervisor, ANN ENGLISH, in her	No:
15 16 17 18 19 20 21	THE STATE OF ARIZONA, ex rel. KRISTIN K. MAYES, Attorney General  Plaintiff, vs.  COCHISE COUNTY, TOM CROSBY in his official capacity as Cochise County District 1 Board Supervisor, ANN ENGLISH, in her official capacity as Cochise County District 2 Board Supervisor, PEGGY JUDD, in her	No:
15 16 17 18 19 20 21 22	THE STATE OF ARIZONA, ex rel. KRISTIN K. MAYES, Attorney General  Plaintiff, vs.  COCHISE COUNTY, TOM CROSBY in his official capacity as Cochise County District 1 Board Supervisor, ANN ENGLISH, in her official capacity as Cochise County District 2 Board Supervisor, PEGGY JUDD, in her official capacity as Cochise County District 3	No:
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15 16 17 18 19 20 21 22 23 24 25	IN AND FOR THE CO  THE STATE OF ARIZONA, ex rel. KRISTIN K. MAYES, Attorney General  Plaintiff, vs.  COCHISE COUNTY, TOM CROSBY in his official capacity as Cochise County District 1 Board Supervisor, ANN ENGLISH, in her official capacity as Cochise County District 2 Board Supervisor, PEGGY JUDD, in her official capacity as Cochise County District 3 Board Supervisor and DAVID W. STEVENS, in his official capacity as Cochise	No:

The State of Arizona, through Attorney General Kristin K. Mayes, alleges as follows:

### **INTRODUCTION**

- 1. Defendants recently have made and executed an illegal agreement (the "Agreement") which—in barely three pages—purports to give to the Cochise County Recorder almost all of the elections powers and duties conferred by statute upon the Cochise County Board of Supervisors (the "Board"). *See* Ex. A (Agreement, 2/28/2023).
- 2. Through the Agreement, the Recorder has unlawfully aggrandized his power, and the Board has unlawfully and almost completely offloaded its statutory duties over elections.
- 3. This is not the first time that Defendants have disregarded the law governing elections. The Board and Recorder repeatedly flouted the law with respect to the November 2022 general election, first by attempting to engage in an illegal hand count of ballots and then by the Board violating its duty to canvass the election within the statutory time frame. In both cases, the Board and Recorder ceased their unlawful conduct only after a court ordered them to do so.
- 4. Once again, the judiciary is called upon to ensure that elections in Cochise County are conducted in accordance with the law. And here, the Agreement not only threatens the lawful administration and operation of elections. It also may threaten Cochise County residents' right to know how and when their government is making consequential decisions that affect their right to vote. In shifting all election duties to the Recorder—a distinct constitutional county officer—the Agreement says not a word about how or whether the public may still have access to deliberations on matters that the Board would normally consider in open meetings.
- 5. The Agreement is contrary to law, and this Court should prohibit Defendants from implementing it.

### JURISDICTION AND VENUE

- 6. This Court has jurisdiction over quo warranto actions pursuant to article VI, § 18 of the Arizona Constitution and A.R.S. §§ 12-123 and 12-2041.
- 7. This Court has jurisdiction over actions seeking declaratory and injunctive relief under article VI, § 14 of the Arizona Constitution and A.R.S. §§ 12-123, 12-1801, and 12-1831.

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8. Plaintiff brings this action in Cochise County consistent with A.R.S. § 12-401(15) and (16), but reserves the right to move for a change of venue for any reason authorized by law, including pursuant to A.R.S. §§ 12-401(17) and 12-408.

### **PARTIES**

- 9. Plaintiff is the State of Arizona *ex rel*. Kristin K. Mayes, Attorney General.
- 10. Defendant Cochise County is a body politic.
- 11. Defendants Tom Crosby, Ann English, and Peggy Judd are the members of the Cochise County Board of Supervisors.
  - 12. Defendant David W. Stevens is the Cochise County Recorder.

#### LEGAL BACKGROUND

- 13. Under the Arizona Constitution, the powers of a county's officers are limited to those "prescribed by law." Ariz. Const. art. VII, § 4.
- 14. Like the county itself, a county board of supervisors "can exercise only those powers specifically ceded to it by the legislature." *Hart v. Bayless Inv. & Trading Co.*, 86 Ariz. 379, 384 (1959). So too with a county recorder. *See Ariz. Pub. Integrity All. v. Fontes*, 250 Ariz. 58, 62 ¶ 14 (2020).
- 15. Counties and their officers have no inherent power; their "law-making powers ... are entirely derivative." *Hart*, 86 Ariz. at 384. To act, they must have an affirmative grant of legislative authority. *Vangilder v. Ariz. Dep't of Revenue*, 252 Ariz. 481, 492 (2022); *Hancock v. McCarroll*, 188 Ariz. 492, 498 (App. 1996).
- 16. As long as it retains its statutory powers and duties, a county body or officer can designate or hire a person to implement the policies considered and set by the county body or officer pursuant to its statutory authority, as other counties have done with respect to certain elections matters.

<sup>&</sup>lt;sup>1</sup> Although Supervisor English is included as a defendant, Plaintiff recognizes she did not vote to approve the Agreement.

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another county body or officer—on equal footing and without exchanging powers and duties specifically and solely assigned to each—to make elections more efficient and effective, as other counties have done with respect to certain election matters.

18 But without legislative authorization, a county body or officer may not give away.

Likewise, a county body or officer can agree to cooperate on election matters with

- 18. But, without legislative authorization, a county body or officer may not give away its statutory powers or duties to another constitutionally established county body or officer, nor may it obtain the duties of another public body or officer or "assume power not conferred by statute." *Nutt v. Priser*, 50 Ariz. 71, 75 (1937); *see also Bd. of Supervisors of Maricopa Cnty. v. Woodall*, 120 Ariz. 379, 382 (1978).
- 19. A county officer may exercise only the legal authority of their office, not some other office that they do not hold.
- 20. For example, a county sheriff cannot give his powers and duties related to law enforcement and jail supervision to the county assessor, just as the assessor may not give her powers and duties related to assessment to the sheriff.
- 21. The same is true of the statutory powers and duties related to elections. Without legislative authorization, a board of supervisors may not give its powers and duties over elections to the sheriff, assessor, or anyone else—including the recorder.
- 22. County boards of supervisors have statutory authority over several critical election functions, including establishing election precincts, *see* A.R.S. §§ 11-251(3), 16-411(A); the appointment of election judges, inspectors, marshals, and boards, *see* A.R.S. §§ 11-251(3), 16-531, 16-535, 16-551(A); the preparation of ballots, voter instructions and notices, and election equipment, *see* A.R.S. §§ 16-404, 16-405, 16-447, 16-503, 16-513, 16-514, 16-515; and the canvassing of election returns, declaration of results, and issuing of certifications thereof, *see* A.R.S. §§ 11-251(3), 16-642, 16-645, 16-646(C), 16-647.
- 23. This authority is granted by statute to the boards of supervisors, and not to any other county officers.

24. County recorders have statutory authority over other aspects of elections, such as those related to voter registration, early voting, and petitions. This does not allow them to assume or exercise statutory authority not provided to them by law.

### FACTUAL ALLEGATIONS

### A. The Board's Approval

- 25. On Sunday, February 26, 2023, the Board publicly noticed a meeting for Tuesday morning, February 28, 2023, during which it would consider a draft Agreement to give almost all of the Board's statutory powers and duties over elections to the Recorder. *See* Ex. B (Draft Agreement).
- 26. On February 27, 2023, the Office of the Attorney General sent a letter to the Cochise County Attorney, with a copy to the Board, expressing "serious questions about the legality of the Board's intended course of action."
- 27. The letter explained the legal principles recounted above and noted that the draft Agreement did not cite any basis for giving the Board's statutory authority and duties over elections to the Recorder. In closing, the letter stated: "If you are aware of legal authority for the draft Agreement, please promptly provide it to us."
  - 28. Cochise County did not provide any legal authority in response.
- 29. Instead, the Cochise County Attorney's Office stated that they agreed with the analysis contained in the Attorney General's letter.
- 30. Nonetheless, at the meeting on February 28, 2023, the Board approved the Agreement by a 2-1 vote, with Supervisor Judd acknowledging the advice received from counsel, but stating that the Board could "negotiate" with the Attorney General after executing the Agreement.
- 31. Explaining her lone nay vote, Supervisor English stated that the Board was acting in an inappropriate and unadvised fashion.

- 32. Although the County Attorney's Office had previously approved the draft Agreement as to form (*see* Ex. B at 3), the County Attorney did not approve the executed Agreement as to form (*see* Ex. A at 3).
- 33. Rather, in light of the Attorney General's letter of February 27, 2023, the County Attorney concluded the Agreement was *void ab initio*.<sup>2</sup>

#### **B.** The Agreement

- 34. The barely three-page Agreement purports to give to the Recorder nearly all of the Board's statutory powers and duties over elections, with no clear or specific limitations on the exercise and extent of that power.
- 35. Under Section 2 of the Agreement, "[t]he responsibility for the operation and administration of elections" is "delegated to the Recorder."
  - 36. Section 2 of the Agreement further provides that the Recorder:
    - a. "shall manage the personnel and budget for all election[s] and all functions related to Special Districts";
    - b. is "designated ... the election officer who shall receive nomination papers and petitions of candidates for public office";
    - c. "shall prepare and provide to the Clerk of the Board Certificates of Nomination and Certificates of Election";
    - d. "shall be responsible for distributing the official canvass of County and Special District elections";
    - e. and apart from certain limited powers related to the canvass, "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" (emphasis added).

<sup>&</sup>lt;sup>2</sup> Plaintiff is informed that Supervisor English's signature on the Agreement (*see* Ex. A at 3) does not reflect disagreement with the County Attorney's conclusion; it simply reflects that the Board voted affirmatively for the Agreement, even though she did not.

- 37. Even with respect to the canvass and certificates of nomination and election, the Agreement purports to give the Recorder some of the Board's statutory powers.
- 38. Section 3 gives the Recorder "authority to contract to provide election services to other political subdivisions." Any provision in Section 3 that purports to require Board approval is, evidently, a rubber stamp. At the February 28, 2023, meeting, when discussing an amendment to Section 3 of the draft Agreement—to change "shall be approved by the Board" to "shall be subject to final approval by the Board"—Supervisor Crosby stated the amendment was simply clarification because "we will always approve it."
- 39. Section 4 of the Agreement provides for "formal Board approval" of certain matters, but this too is a mere formality. Section 4's provision that the Recorder "shall advise the Board from time-to-time on election matters" is hollow because—among other issues—it leaves the Board no power to make decisions over the matters on which the Recorder "advise[s]," nor to supervise the implementation of election powers and duties conferred upon the Board by statute.
- 40. Both the Board and the Recorder "acknowledge that neither … may abdicate its statutory responsibilities to the other" (Ex. A at 1)—but that's exactly what they have agreed to do. Among the Agreement's other plain terms, Section 5 gives the game away: it provides that elections employees "shall report to and act under the supervision of the Recorder [to advise him on] all election and Special Districts related matters that **are within the statutory responsibility of the Board**" (emphasis added).
- 41. Although Section 6 includes "[n]on-delegation of authority" language, that boilerplate term is flatly inconsistent with the rest of the Agreement. The Board has no clear or defined supervisory authority over the Recorder and may even (apparently) lack authority to disapprove the matters presented to it by the Recorder.
- 42. Section 7 promises that the Board will "appropriate, to the extent funds are available, funding sufficient for necessary expenses of conducting elections," with no qualification about who determines necessity, nor how.

43. The Agreement is contrary to law.

- 44. If Defendants are allowed to implement the Agreement, then elections in Cochise County will be conducted in a manner that is contrary to law.
- 45. Further, if Defendants are allowed to implement the Agreement, the residents of Cochise County may be deprived of the full transparency to which they are entitled regarding public officials' deliberations about systemic changes to the conduct of elections.

### **COUNT ONE**

## (Quo Warranto – Assumption and Exercise of Authority Beyond Constitutional and Statutory Limits)

- 46. Plaintiff incorporates the preceding paragraphs by reference.
- 47. A writ of quo warranto—translated as "by what authority" or "by what warrant"—is an ancient common law writ that "allowed only the king to bring a public proceeding to correct the wrong caused by someone unlawfully holding or misusing the king's power."

  Jennings v. Woods, 194 Ariz. 314, 318 ¶ 15 (1999); see 65 Am. Jur. 2d Quo Warranto § 1.
- 48. In Arizona, that writ has been codified in A.R.S. § 12-2041, which authorizes and directs the Attorney General to bring a quo warranto action "against any person who usurps, intrudes into or unlawfully holds or exercises any public office or any franchise within this state." *See also State v. Ariz. Bd. of Regents*, 507 P.3d 500, 504-05 (Ariz. 2022).
- 49. Quo warranto actions seek to "prevent[] a continued exercise of authority unlawfully asserted." *State ex rel. Woods v. Block*, 189 Ariz. 269, 272 (1997).
- 50. Here—in violation of article XII, § 4 of the Arizona Constitution, the statutory provisions listed above, and any similar statutory provisions delegating election authority and duties to the Board alone—Defendants have agreed to give to the Recorder election duties and powers that the legislature has solely assigned to the Board of Supervisors.
- 51. Thus, Defendant Stevens has entered into the Agreement to assume and exercise power beyond his lawful franchise and without constitutional or statutory authority.

- 52. And likewise, Defendants the County and Board Members have entered into the Agreement to unlawfully delegate authority and enlarge the Recorder's power beyond his lawful franchise and without constitutional or statutory authority.
- 53. The Agreement's broad terms effect a nearly wholesale transfer of power over elections from the Board to the Recorder, with no regard for specific statutory mandates, and no clear limiting principle for the extent and exercise of that power.
- 54. In so doing, Defendants have already unlawfully exercised their offices with the Agreement's purported delegation. And they have agreed—and, indeed, proven their intent—to continue unlawfully exercising their offices by implementing the Agreement.
- 55. The Court should issue a writ of quo warranto to prohibit Defendant Stevens from exercising that purported transfer of authority under the Agreement.

### COUNT TWO

### (Misuse of Public Funds)

- 56. Plaintiff incorporates the preceding paragraphs by reference.
- 57. Under A.R.S. § 35-212(A), the Attorney General "may bring an action in the name of this state" to "[e]njoin the illegal payment of public monies" and "[r]ecover illegally paid public monies."
  - 58. The Attorney General may bring such an action against, among others:
    - 1. Any person who received the illegal payment.
    - 2. The public body or the public officer acting in the officer's official capacity who ordered or caused the illegal payment or has supervisory authority over the person that ordered or caused the illegal payment.
    - 3. The public official, employee or agent who ordered or caused the illegal payment, including a payment ordered or caused to be made without authorization of law.
- A.R.S. § 35-212(B).
- 59. A public employee who violates this statute may be held personally liable. *See* A.R.S. § 35-212(C).

1	B. Enjoin Defendants from making unlawful payments of public funds pursuant to
2	the Agreement.
3	C. Enjoin Defendants from otherwise implementing the Agreement.
4	D. Declare the Agreement contrary to law and therefore void.
5	E. Grant recovery of any public monies that were or will be illegally paid pursuant
6	to the Agreement, plus twenty percent and interest and costs.
7	F. Award Plaintiff its reasonable attorneys' fees and costs.
8	G. Award such other relief as the Court deems proper.
9	RESPECTFULLY SUBMITTED: March 7, 2023.
10	UDICTINI WALANEC
11	KRISTIN K. MAYES ATTORNEY GENERAL
12	Drug /n/ Jachna D. Dandan
13	By /s/ Joshua D. Bendor Joshua D. Bendor (No. 031908)
14	Alexander W. Samuels (No. 028926)
15	Alexander W. Samuels (No. 028926) Hayleigh S. Crawford (No. 032326) Luci D. Davis (No. 035347) 2005 N. Central Ave. Phoenix, Arizona 85004 Telephone: (602) 542-8958 Facsimile: (602) 542-4377  Joshua.Bendor@azag.gov  Alexander Samuels@azag.gov
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20	<u>Luci.Davis@azag.gov</u>
21	ACL@azag.gov
	Attorneys for Plaintiff
22	State of Arizona ex rel.
23	Attorney General Kristin K. Mayes
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## EXHIBIT A

RETAILENED FROM DEMOCRACYDOCKET, COM

2023-03617
Pase 1 of 3
David W. Stevens - Recorder
Cochise Counts / AZ
Requested Bs: BOARD OF SUPERVISORS
03-01-2023 02:15 PM Recording Fee \$0.00

# 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.

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 **COCHISE COUNTY: COCHISE COUNTY RECORDER** Ann English David W. Stevens Chairman, Board of Supervisors **Cochise County Recorder** ATTEST: RETRIEVED FROM DEMOCRACYDOCKET, COM - Murris Tim Mattix, Clerk of the Board APPROVED AS TO FORM: Christine J. Roberts, Esq. **Chief Civil Deputy County Attorney** 

## **EXHIBIT B**

RELIBIENED FROM DEMOCRACYDOCKET, COM

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

Γhis Agreement is entered into on the	_ day of	, 2023, and is effective
upon recording with the Cochise County Record	er.	

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 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 approved 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.

Dated this	day of	, 2023.
ISE COUNTY:		COCHISE COUNTY RECORDER
nglish man, Board of Supervisor	<u> </u>	David W. Stevens Cochise County Recorder
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stine J. Robert	z 2/22/2023	CRACK!
e J. Roberts, Esq. vil Deputy County Atto	rney	DEMOCRACYDOCKET, COM
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