

RENEWAL OF MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE PINAL COUNTY BOARD OF SUPERVISORS AND THE PINAL COUNTY RECORDER FOR ELECTION SERVICES

This Renewal of Memorandum of Understanding and Agreement for Election Services (hereinafter referred to as the "Renewal") is hereby entered into by and between the Pinal County Board of Supervisors (hereinafter referred to as the "Board") and the Pinal County Recorder (hereinafter referred to as the "Recorder"). The Board and the Recorder may each be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Board and the Recorder are statutorily charged with various election responsibilities and the provision of certain election services;

WHEREAS, the Pinal County Board of Supervisors (the "Board") and the County Recorder (the "Recorder") entered into a Memorandum of Understanding (the "MOU") on September 6, 2023. Subsequent to the original agreement, there have been two (2) continuing renewals of the MOU, each extending the MOU for a subsequent term of one (1) year;

WHEREAS, both parties desire again to renew the MOU for a subsequent term of one (1) year, effective upon the date of signing this Renewal, and such Renewal shall be effective until the Board's first regularly scheduled meeting in February 2027 at which time the MOU will again be reviewed and may be renewed, should the parties mutually agree to such renewal;

WHEREAS, the Board or other officer in charge of elections is charged by A.R.S. Title 16, Ch. 1-4 and A.R.S. § 11-251(3) with certain responsibilities, including, but not limited to, the designation of polling places and conducting elections and canvassing elections within Pinal County in accordance with state and federal requirements governing national, state, and local elections; and

WHEREAS, the Recorder or other officer in charge of elections is charged by A.R.S. Title 16, Ch. 1-4 with certain responsibilities, including, but not limited to, voter registration, absentee ballots, mail-in ballots, and signature verification; and

WHEREAS, the Recorder as a separately elected official and the Pinal County Elections Department as a department under the authority and control of the Board, believe that a more integrated approach to their individual, yet related, election functions would create efficiencies, better accountability, and strengthen the integrity of the election process in Pinal County;

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 Recorder as follows:

1. **ALL PREVIOUS TERMS REMAIN IN FULL FORCE AND EFFECT.** All previous terms of the MOU numbered as Sections 1 – 23, shall remain in full force and effect.

2. **COMPENSATION.** In consideration of the substantial additional duties assumed by the Recorder which are not part of the Recorder's statutory duties, the Board agrees to pay the Recorder the sum of \$75,000 (seventy-five thousand) per year in installments consistent

with the County pay periods for County employees and subject to applicable withholding. This amount takes into consideration the previous three (3) years of Election Director services provided by the Recorder pursuant to the MOU without the Recorder having received any additional compensation for those years.

APPROVALS

IN WITNESS WHEREOF, the Parties have caused this Renewal to be executed by their duly authorized officials and have affixed their signatures to this MOU on the date written below.

The Board: The Pinal County Board of Supervisors

Jeffrey McClure, Chairman
Pinal County Board of Supervisors

Date

ATTEST:

Natasha Kennedy, Clerk of the Board
Pinal County Board of Supervisors

Date

The Recorder: The Pinal County Recorder

Dana Lewis, Recorder

Date