



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 8/1/2017

* = Mandatory, information must be provided

or Procurement Director Award

*Contractor/Vendor Name/Grantor (DBA):

City of Tucson

*Project Title/Description:

IGA with City of Tucson

*Purpose:

election services for City of Tucson for the Primary Election on August 29, 2017

*Procurement Method:

na

*Program Goals/Predicted Outcomes:

successful completion of City of Tucson Primary Election as authorized by ARS 16-205(C), 16-408 (D), 11-251 (3) and 11-951, et seq

*Public Benefit:

election completed

*Metrics Available to Measure Performance:

The Recorder's Office will provide signature verification services on all City of Tucson Primary Election ballots.

*Retroactive:

Yes, Executed IGA not able to be signed by all parties in time

To: COB 7-20-17 (3)

vers.: 1

Pgs.: 27

ADDENDUM

JUL 20 17 PM 03:59 PC CLK OF BD

AFB

Contract / Award Information

Document Type: CTN Department Code: RE Contract Number (i.e., 15-123): 18*06

Effective Date: 7/1/17 Termination Date: 12/31/17 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 0 Revenue Amount: \$ 23,000.00

*Funding Source(s) required: n/a

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

*Is the Contract to a vendor or subrecipient? vendor

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Pamela Franklin

Department: Recorder Telephone: 520-724-4356

Department Director Signature/Date: [Signature] 7-11-17

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: [Signature] 7/20/17

(Required for Board Agenda/Addendum Items)

ADOPTED BY THE
MAYOR AND COUNCIL

July 5, 2017

RESOLUTION NO. 22775

RELATING TO ELECTIONS; APPROVING, AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUCSON AND PIMA COUNTY RELATING TO SUPPORT SERVICES PROVIDED BY THE PIMA COUNTY RECORDER FOR THE 2017 CITY OF TUCSON PRIMARY ELECTION; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Mayor and Council approves the Intergovernmental Agreement (IGA) between the City of Tucson (City) and Pima County, attached as Exhibit A, for election support services to be provided by the Pima County Recorder for the August 29, 2017, City Primary Election.

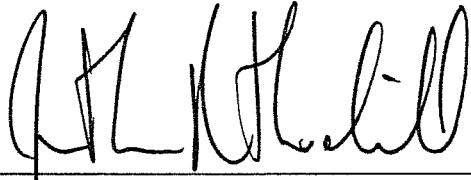
SECTION 3. The Mayor is authorized and directed to execute said IGA for and on behalf of the City, and the City Clerk is authorized and directed to attest the same.

SECTION 4. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

SECTION 5. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City that this Resolution become immediately

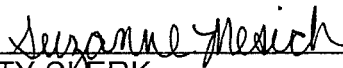
effective, an emergency is hereby declared to exist and this Resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, July 5, 2017.



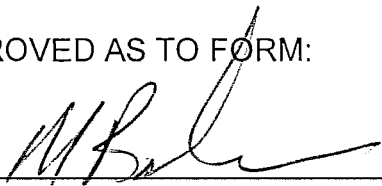
MAYOR

ATTEST:

for 

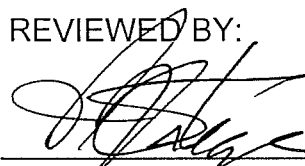
CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY
DPM
DPM/dg
6/16/17

REVIEWED BY:



CITY MANAGER

PIMA COUNTY RECORDER

**2017 ELECTION SERVICES WITH
THE CITY OF TUCSON**

ESTIMATED INCOME: \$23,000.00

FUNDING: The City of Tucson

CONTRACT

NO. CTN-RE-18-006

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

(STAMP HERE)

INTERGOVERNMENTAL AGREEMENT

For Election Services

Among The City of Tucson and Pima County

This Intergovernmental Agreement (IGA) is by and among THE CITY OF TUCSON OF PIMA COUNTY, ARIZONA, a municipal subdivision of the State of Arizona ("the CITY") and PIMA COUNTY, a political subdivision of the State of Arizona ("the County"), on behalf of the PIMA COUNTY RECORDER ("the Recorder").

RECITALS

1. The CITY, pursuant to A.R.S. § 9-231(A), will prepare for and conduct a Primary Election to be held on August 29, 2017.
2. A.R.S. §§ 11-251(3), 16-172, 16-205(C), and 16-405 *et seq.* authorize the County to perform services for any political subdivision regarding elections.
3. A.R.S. § 16-172 authorizes any political subdivision conducting elections to utilize the County registration rolls upon reimbursement to the Recorder for actual expenses in furnishing voter registration data to the subdivision.
4. A.R.S. § 16-408(D) permits the governing body of any election district authorized to conduct an election to enter into an agreement with the Board of Supervisors and Recorder for election services, with the contracted cost being a charge against the election district.
5. The parties are authorized to enter into an intergovernmental agreement pursuant to A.R.S. § 11-952 *et seq.*
6. The CITY desires to utilize the Pima County registration rolls and other election-related services provided by the Recorder for the Primary Election to be held on August 29, 2017. The election will be conducted as a ballot by mail election.
7. The CITY, the County and the Recorder have determined that it is in the best interest of the public for the CITY to use the services of the Recorder in conducting the election called for August 29, 2017.

NOW, THEREFORE, the parties hereto agree as follows:

The purpose of this IGA is to set forth the duties and responsibilities of the Recorder and the CITY with respect to the August 29, 2017 election to be held by the City of Tucson.

ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

The term of this IGA shall be from July 1, 2017 through completion of all obligations and activities associated with the August 29, 2017 election contemplated by this IGA, provided that the term shall continue through final resolution of any legal challenge to the election. Completion of this Agreement is anticipated to be not later than December 31, 2017. Any modifications or time extension of this IGA shall be by formal written amendment and executed by the parties.

Amendments to the Agreement must be approved by the Board of Supervisors as required by the Pima County Procurement code, before any work or deliveries under the Amendment commences.

ARTICLE II – SCOPE OF SERVICES

This Agreement establishes the agreement under which the County will provide the CITY with Election services in accordance with the following:

County Recorder Services: The Recorder shall:

- (1) Provide, in electronic format, lists of eligible voters for the City of Tucson election on the following dates:
June 30, 2017 cutoff – data to be received by CITY by July 11, 2017
July 31, 2017 cutoff – data to be received by CITY by August 7, 2017. Data will include all new registrations and all address, political party and name changes to existing records. CITY will need to compare this file with the file provided on July 11 to determine which records have been changed.
Prior to providing the data for the June 30 cutoff, COUNTY will send the active voter registration records for the City of Tucson voters eligible for the Primary election through the NCOA database. The file will be sent to Alphagraphics and the CITY will be billed directly by Alphagraphics for the service. COUNTY will provide a separate list of the eligible City of Tucson voters who have been identified as having moved in the NCOA check.
48 days prior to Election Day, the Recorder will provide an electronic list of qualified City of Tucson Military and Overseas voters that have opted to receive their ballot by mail.
- (2) Provide a new password to the CITY for the secure website link for data transmission between the CITY and County.
- (3) The Recorder will use the PDF ballot images and ballot affidavits only for the electronic transmission of ballots to qualified MILO voters by fax and email and to any eligible City of Tucson voter who is a participant in the Arizona Confidential Address Program.
- (4) Conduct signature verification processes for all voted ballots requested by the City Clerk's Office.
- (5) Transmit and receive ballots electronically for any City of Tucson voter eligible to vote in the election who is a voter qualified under the Uniformed and Overseas Citizen Absentee Voting Act. Ballots will be transmitted by the deadline required by the MOVE act (not less than 45 days prior to Election Day). A list of ballots provided electronically will be provided as soon as possible after the ballots are sent and ongoing as new FPCA's are received.

- (6) The Recorder will continue to transmit ballots electronically to any qualified Military/Overseas voter eligible to vote in the City of Tucson elections up to 7:00 p.m. on Election Day.
- (7) Upon receipt of a voted ballot received electronically from a military or overseas voter, the electronic ballot will be printed on regular paper and immediately be sealed in a City ballot affidavit envelope. The electronically received signed affidavit will be taped to the outside of the envelope. The Recorder's staff will conduct signature verification on the signed affidavit in the same fashion as any other voted mailed ballot. Once the signature has been verified, the electronic ballot will be transferred to the City Clerk with the next batch of mailed ballots processed by the Recorder. To the extent possible, the Recorder's Office will provide a separate turnover inventory report listing the military and overseas ballots received electronically.
- (8) The Recorder's Office will mail ballots to City voters who are participants in the Arizona Confidential Address Program (ACP). Ballots will be mailed in County early ballot envelope packages and will be returned to the Recorder's Office. The Recorder's office will provide a list of names of ACP voters, redacting any address information prior to ballots being turned over to the City.
- (9) If Recorder staff is unable to confirm a signature on a ballot affidavit envelope, Recorder staff will attempt to contact the voter by phone and/or by text or email message. If no contact is made directly with the voter, a letter will be sent by the Recorder. Letters will not be sent to any voter if the ballot affidavit containing the problem signature is received by the Recorder's Office later than 5:00 p.m. on the Friday immediately prior to each Election date since there will be insufficient time for the voter to receive the letter prior to the deadline to respond. The Recorder staff will complete a "problem" ballot tracking form, and provide a copy to City Clerk staff. If the tracking form is updated, an additional copy showing the updated information will be provided to the City Clerk staff. Copies of these tracking forms will only be used to keep track of the status of each ballot when the ballots are secured at the Recorder's facility. The Recorder will maintain control over these ballots until the problem is either resolved or the ballot disqualified. Any ballot that is not validated by Recorder's Office staff will be handed over to the City Clerk and returned to the City Clerk's Election facility for proper handling.
- (10) Process any Provisional or Conditional Provisional Ballot as provided by the City Clerk's Office within statutory deadlines.
- (11) Provide secured storage facilities for CITY ballots at the Recorder's Early Ballot Processing Center located at 6550 S. Country Club Road.
- (12) Prepare and deliver a single invoice to the CITY no later than 21 days after the final election date, containing a detailed breakdown of all Recorder costs for these elections.

CITY Obligations. CITY shall:

- (1) Make all submissions required under Section 5 of the Voting Rights Act to the Department of Justice and provide timely notice to County of any pre-clearances required under Section 5 of the Voting Rights Act.
- (2) Transport all mailed ballots that need signature verification and all Provisional and Conditional Provisional ballots that require validation to the Recorder's Early Ballot Processing Center located at 6550 S. Country Club and then back to city facilities when processing is complete.
- (4) Provide PDF files of all ballot styles to the Recorder's office no later than 50 days prior to the election along with a PDF version of the City affidavit and not less than 100 City ballot affidavit envelopes. The PDF version of the ballots and affidavit will be uploaded through the Recorder's secure website link or they may be provided on a CD. This information will only be

used for the transmission of Military and Overseas voters and the ACP protected voters.

- (5) The City Clerk will mail ballots to any qualified military and overseas voter eligible to vote in the City elections who did not select an electronic method of ballot transmission. The City Clerk will provide information on to Military and Overseas voters on the procedures to return their ballot by email or fax, in the event the voter decides to return their ballot electronically to the Recorder.
- (6) Provide data lists of all City of Tucson voters who were sent ballots in the election in sufficient time to allow the Recorder's Office to conduct signature validation procedures. A list of military and overseas voters who were mailed a ballot should be provided as soon as those ballots are mailed and another list of all other ballots mailed will be provided as soon as possible after each mailing.
- (7) CITY will compare the lists provided on July 11, 2017 and on August 7, 2017 to determine which voters are new or have changed their name, address or political party.
- (8) Transmit all data necessary between the CITY and its printing vendor. The Recorder will not transmit data to the CITY's vendor except as stated above for the NCOA comparison.
- (9) The City Clerk will process all mail ballot requests for the group known as "Others" (those voters not registered as Democrat, Republican, Libertarian or Green Party members) voters in the Primary Election.
- (10) The City Clerk will process all requests for replacement ballots by mail, including those for the "Others" (those voters not registered as Democrat, Republican, Libertarian or Green Party members). Any voter who contacts the Recorder seeking a replacement ballot will be referred to the City Clerk for all further processing.
- (11) The City Clerk will handle transmission of ballot data to candidates and political parties including both mailed and returned data.
- (4) Should the election be challenged or questioned for any reason whatsoever, then the CITY shall be solely responsible for defending, legally or otherwise, said elections. This duty shall survive the expiration of the IGA, provided that the County shall cooperate with the CITY in making relevant information and witnesses available upon reasonable request.
- (5) The City Clerk will deposit funds in advance of the services provided. The Recorder's Office will provide information to City Clerk staff to allow the funds to be transferred electronically. Recorder's Office staff will prepare invoices detailing the charges for services provided and will deduct those costs from the prepaid funds. These transactions will be tracked in an Excel spreadsheet format. The Recorder's Office will provide City Clerk staff with an electronic copy of the spread sheet at the end of the election cycle. Within 30 days of the date of each invoice, the CITY shall reimburse the County, in full, for invoiced costs of election materials, supplies and equipment, and personnel required in direct support of the CITY election, as set forth below.
- (6) Be responsible for the security of all ballots tabulated by officials and vendors other than Pima County's agents or employees and ensure that any functions performed by CITY or its outside vendors comply with applicable law and procedures of the Secretary of State.
- (7) Arrange for and publish any and all notices of this election as required by law.

Additional details regarding Scope of Services are contained in a Memorandum of Understanding between the City Clerk and the Recorder attached as Exhibit B.

ARTICLE III – COMPENSATION AND PAYMENT

Within thirty (30) days of the date of invoice, CITY will pay the Pima County Recorder:

- 1) \$.75 for each mailed ballot provided to the Recorder's Office for signature verification;
- 2) \$2,500.00 for each election for the various data lists provided by the Recorder's Office;
- 3) \$6.00 each for processing problem signature ballots;
- 4) Computer programming as required for additional voter data at \$50.00 per hour, one hour minimum;
- 5) Any other costs associated with services provided for the conduct of the Election(s), as set forth in Pima County Fee Ordinance 2016-10 which is attached hereto as Exhibit A.
- 6) Invoices not paid within 30 days of billing date will accrue interest at the rate of 10% per annum.

ARTICLE IV – INSURANCE

All parties to this agreement are government entities. Neither entity is required to procure special insurance coverage for their obligations under this IGA.

ARTICLE V - INDEMNIFICATION

Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.

ARTICLE VI - COMPLIANCE WITH LAWS

The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes. Any action relating to this Agreement will be brought in a court in Pima County.

ARTICLE VII – WORKER'S COMPENSATION

Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.

ARTICLE VIII - ASSIGNMENT

The CITY shall not assign its rights to this Agreement, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE IX - NON-DISCRIMINATION

The CITY shall not discriminate against any County employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out duties pursuant to this IGA. The CITY shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this Agreement by reference.

ARTICLE X - AMERICANS WITH DISABILITIES ACT

The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

ARTICLE XI - AUTHORITY TO CONTRACT

If a court, at the request of a third person, should declare that any party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void. In the event of such order, neither the County, nor the County Recorder shall have any further obligation to the CITY. CITY shall be liable for any costs already incurred by the County or the County Recorder at the time of the order.

ARTICLE XII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE XIII - CANCELLATION FOR CONFLICT OF INTEREST

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

ARTICLE XIV – TERMINATION FOR CONVENIENCE

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the County Board of Supervisors or the Tucson City Council does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, neither the County, nor the County Recorder shall have any further obligation to the CITY. In the event that the CITY cancels, the CITY shall be liable for any costs already incurred by the County or the County Recorder at the time of the notification of the cancellation.

ARTICLE XV - NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:

F. Ann Rodriguez
Pima County Recorder
240 N. Stone Avenue
Tucson, AZ 85701
(520) 7430-4356
Fax: (520) 623-1785

CITY OF TUCSON:

Roger Randolph
City Clerk
255 W. Alameda
Tucson, AZ 85701
(520) 791-4213
Fax: (520) 791-2639

ARTICLE XVI - NON-EXCLUSIVE AGREEMENT

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA, or affect the legal liability of any party to the IGA by imposing any standard of care different from the standard of care imposed by law.

This IGA is not intended to, and this IGA shall not be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County or Recorder and any CITY employees, or between the CITY and any County employees. No party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of any other party, including (without limitation) any other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

ARTICLE XVII - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

ARTICLE XVIII - SEVERABILITY

If any provision of this Agreement, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or application of this Agreement that can be given effect without the invalid provision or application.

ARTICLE XIX – LEGAL ARIZONA WORKERS ACT COMPLIANCE

The COUNTY and TOWN hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws").

ARTICLE XXI - ENTIRE AGREEMENT

This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on this 5 day of July, 2017.

CITY OF TUCSON
By: [Signature]
Jonathan Rothschild, Mayor

PIMA COUNTY BOARD OF SUPERVISORS
By: _____
Sharon Bronson, Chair

ATTEST:

ATTEST:

By: [Signature]
Roger Randolph, City Clerk

By: _____
Julie Castañeda, Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:

By: [Signature]
F. Ann Rodriguez, Pima County Recorder

The foregoing Intergovernmental Agreement between The City of Tucson, Pima County and the Pima County Recorder has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in the proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

Pima County and Pima County Recorder
[Signature]
Daniel Jurkowitz,
Deputy County Attorney

City of Tucson
[Signature]
Michael Rankin
Attorney for the City of Tucson

Exhibit A
Recorder's Fee
Ordinance

F. ANN RODRIGUEZ, RECORDER
Recorded By: GMS
DEPUTY RECORDER
4933



P0230
PIMA CO CLERK OF THE BOARD
PICKUP

SEQUENCE: 20160490531
NO. PAGES: 10
ORDIN 02/18/2016
18:00:00
PICK UP
AMOUNT PAID: \$0.00

ORDINANCE NO. 2016- 10

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA ESTABLISHING FEES FOR ELECTION-RELATED SERVICES, VOTER REGISTRATION DATA AND RECORDED DOCUMENT SERVICES PROVIDED BY THE PIMA COUNTY RECORDER.

The Board of Supervisors of Pima County Arizona finds that:

1. The Pima County Recorder is authorized pursuant to A.R.S. §§16-172, 16-168(E), 11-475, and 11-251.08 to charge for election related services, voter registration data, and recorded document services; and,
2. The Pima County Board of Supervisors has determined that the charges are appropriate and necessary to cover the costs incurred by the Pima County Recorder in providing these services; and,
3. The Pima County Board of Supervisors has the authority under A.R.S. §11-251.05 to adopt all ordinances necessary or proper to carry out the functions of the County.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA:

SECTION 1: It is the intent of this Ordinance to establish fees for election-related services, voter registration data, and recorded document services provided by the Pima County Recorder in an amount sufficient to defray costs.

SECTION 2: Fees charged by the Pima County Recorder shall be as follows:

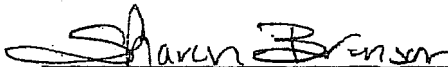
SEE EXHIBIT A ATTACHMENT

SECTION 3: This Ordinance shall take effect thirty days from the date of adoption.

SECTION 4: If any provision of this Ordinance or the application thereof to any person or circumstance is invalid, the invalidity shall not affect other provisions or applications of this Ordinance, which can be given meaning without the invalid provision.

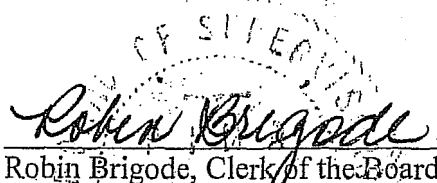
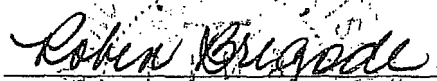
PASSED AND ADOPTED THIS 16TH DAY OF FEBRUARY, 2016.

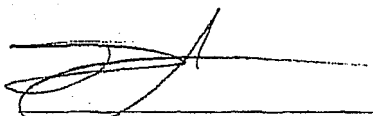
PIMA COUNTY BOARD OF SUPERVISORS

 FEB 16 2016
Chair, Board of Supervisors

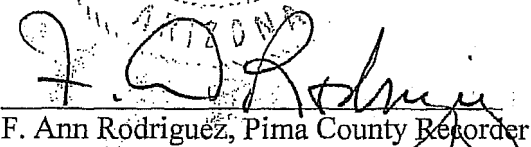
ATTEST:

APPROVED AS TO FORM:



Robin Brigode, Clerk of the Board


Daniel Jurkowitz, Deputy County Attorney

REVIEWED BY:


F. Ann Rodríguez, Pima County Recorder



Mailing Address
P. O. Box 3145
Tucson, AZ 85702-3145

County Public Service Center
240 North Stone Avenue, 1st Floor
Tucson, AZ

F. Ann Rodriguez
Pima County Recorder

Recording history one document at a time.

Christopher J. Roads
Chief Deputy Recorder
Registrar of Voters

Document Recording: (520) 724-4350
Voter Registration: (520) 724-4330

Fax: (520) 623-1785
www.recorder.pima.gov

PIMA COUNTY RECORDER'S CHARGES

ELECTION COSTS

For Conducting Jurisdictional Elections (i.e., Cities, Towns, School Districts, Fire Districts, etc.)

POLLING PLACE ELECTIONS

Early Ballot Processing	\$5.75 each ★
Permanent Early Voting List (PEVL) Ballots	\$3.00 each ★
Early Ballot Signature Verification	\$0.75 per signature
Replacement Ballots – Satellite Location	\$2.00 each
Replacement Ballots – By Mail	\$3.00 each
Problem Ballots – includes calling the voter, sending them a letter	\$6.00 each
Signature Roster Printing (per precinct)	\$25.00 each
Provisional Ballots	\$16.00 each
Conditional Provisional Ballots	\$6.00 each
Regular Hours	\$20.85 per hour
Overtime Hours	\$31.27 per hour
Remote Site Computer linked	\$400.00 flat fee
Remote Site Not computer linked	\$200.00 flat fee

ALL BALLOT-BY-MAIL ELECTIONS

Mailing of Ballots to Every Active Voter	\$2.30 each ★
Replacement Ballots – Satellite Location	\$2.00 each
Replacement Ballots – By Mail	\$3.00 each
Problem Signature Ballots – inc. calling the voter, sending them a letter	\$6.00 each
Signature Verification	\$0.75 per signature

PIMA COUNTY RECORDER CHARGES

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OTHER APPLICABLE ELECTION FEES

Voter Registration Maintenance Fee for Active and Inactive Voters	\$0.05 per voter
Consolidated Election Participation Fee for Active Voters	\$0.10 per voter◆◆
Team Voting	\$60.00 per request➤

Special Inserts:

Single Page – 8 ½ x 4 ½ “ (20 lb. paper minimum)	\$0.02 per ballot
Multiple pages or larger than 8 ½ x 4 ½ “ (may also result in additional postage cost for Mailed ballot package due to increased weight)	\$0.05 per ballot

PLUS actual cost for insert printing by vendor

Mileage will be charged at actual cost based on Pima County Fleet Services Department Motor Pool Charges.

- ★ Includes postage fees for both the mailing of the ballot package and the return mail of the voted ballot. If postage rate hikes imposed by the United States Postal Service go into effect after the approved date of this Ordinance and Fee Schedule it may result in a fee increase in the same amount.
- ◆◆ Consolidated Election Participation Fee for Early Ballots include: mailing of the 90-day notification of elections, maintenance fee of the Permanent Early Voting List (PEVL), National Change of Address (NCOA) returned mail notifications.
- Emergency voting in hospitals, rest homes, care facilities, etc., for homebound voters, voters unable to vote in polling location, and those who need assistance voting their ballot due to medical reasons.

JURISDICTIONAL BOUNDARY CHANGES MAPPING

Computer Coding	\$50.00 Per Annexation
Map Geocoding (1 hour Minimum)	\$25.00 Per Hour

PIMA COUNTY RECORDER CHARGES

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VOTER REGISTRATION DATA

The fee for a copy of the voter data provided to political parties is set in A.R.S. §16-168(E). That fee is currently \$0.01 per name for the data in electronic form and \$0.05 per name for data in paper form.

The fee for data in formats other than provided to the political parties is \$0.10 per name.

In addition to the statutory fees for voter data provided in A.R.S. §16-168(E), the following fees will be charged per voter record:

Additional District Assignment Information	\$.01
Voting History		.02
Voter Change History		.02
Age of Voter		.02
Computer Programming for additional information		
Per hour, 1 hour minimum		50.00
Copying fee – includes redaction of confidential data		1.00
Certification of Voter Registration		10.00 per certification
Replacement of Voter ID Card In Office		5.00 each

RECORDER'S SUBSCRIPTION FEES

Bulk Purchases of Current Images and Data

Minimum of \$5,000.00 to start up a new account with \$50.00 applied to a non-refundable set-up fee and the balance applied to the pre-paid balance.

For accessing images of recorded documents on the Pima County Recorder's secure web site, the following subscription fees will apply:

Bulk Purchase of all document images	\$0.04 per image
Bulk Purchase of all daily indexing	0.03 per index
Bulk Purchase of cross references for indexing	0.03 per index
Bulk Purchase of images of selected document types	0.07 per image
Bulk Purchase of selected index types	0.07 per index
Bulk Purchase of selected cross reference types	0.07 per index

One Time Bulk Purchases of Historical Images and Data

One Time Bulk Purchase of all historical document images	\$0.05 per image
One Time Bulk Purchase of all historical daily indexes	0.04 per index
One Time Bulk Purchase of all historical cross references	0.04 per index
One Time Bulk Purchase of selected historical document images	\$0.08 per image
One Time Bulk Purchase of selected historical daily indexes	0.08 per index
One Time Bulk Purchase of selected historical cross references	0.08 per index

PIMA COUNTY RECORDER CHARGES

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Web Subscriber Services

Minimum of \$100.00 to start up a new account with \$50.00 applied to a non-refundable set-up fee and \$50.00 applied to the pre-paid balance.

Web access to individual document images	\$ 0.24 per document
Web access to individual map images	3.00 per image

Additional fees for recorded documents

Fee to return documents improperly submitted for recordation	\$5.00 per document
Blank recording forms	\$3.00 per form

2% convenience fee on all credit and debit card transactions

PIMA COUNTY RECORDER CHARGES

CANDIDATE EARLY BALLOT LISTS FEE SCHEDULE

PRIMARY ELECTIONS – State and Federal Elections, Countywide Special Elections

1. Early Ballot request data for State and Federal Primary Elections.
2. Number of Registered Voters determined on the 60th day preceding the Primary Election.
3. Prices shown in Columns 2 and 3 are per Party Affiliation: *Democrat, Republican and/or Others*.
4. Fees will be calculated in the following manner:
 - a. Determine which Party data are desired (*Democrats, Republicans and/or Others*).
 - b. Determine how many Voters of *each* Party are registered in the desired District using the figures from the Recorder’s website.
 - c. Find the row containing that number in Column 1. Use the Price Per Party Affiliation figures in Column 2 for the Early Ballot List, and the figures in Column 3 for the Returned Ballot List.
 - d. EXAMPLE: Candidate John Doe subscribes to the list of all Democrats and Independents who request an Early Ballot in his District. There are 173,280 Democrats and 92,621 Independents. Using the schedule below, Mr. Doe will pay \$360.00 for Democrats plus \$200.00 for Others for the Early Ballot List. If he decides he wants to also purchase the Returned Ballot List, he will add an additional \$190.00 for Democrats plus \$110.00 for Others. His total for the subscription will be \$860.00.
5. **If the request is for all political parties and Others, and all such ballot returns, then the maximum charge shall be \$1,020.00.**

1. NUMBER OF REGISTERED VOTERS IN DISTRICT	2. EARLY BALLOT LIST PRICE PER PARTY AFFILIATION	3. RETURNED BALLOT LIST PRICE PER PARTY AFFILIATION
0 – 10,000	\$ 20.00	\$ 20.00
10,001 – 20,000	40.00	30.00
20,001 – 30,000	60.00	40.00
30,001 – 40,000	80.00	50.00
40,001 – 50,000	100.00	60.00
50,001 – 60,000	120.00	70.00
60,001 – 70,000	140.00	80.00
70,001 – 80,000	160.00	90.00
80,001 – 90,000	180.00	100.00
90,001 – 100,000	200.00	110.00
100,001 – 110,000	220.00	120.00
110,001 – 120,000	240.00	130.00
120,001 – 130,000	260.00	140.00
130,001 – 140,000	280.00	150.00
140,001 – 150,000	300.00	160.00
150,001 – 160,000	320.00	170.00
160,001 – 170,000	340.00	180.00
170,001 – 180,000	360.00	190.00
180,001 – 190,000	380.00	200.00
190,001 – 200,000	400.00	210.00
200,001 – 210,000	420.00	220.00
210,001 – 220,000	440.00	230.00
220,001 – 230,000	460.00	240.00
230,001 – 240,000	480.00	250.00
240,001 – 250,000	500.00	260.00
250,001 – 260,000	520.00	270.00
260,001 – 270,000	540.00	280.00
270,001 – 280,000	560.00	290.00

PIMA COUNTY RECORDER CHARGES

CANDIDATE EARLY BALLOT LISTS FEE SCHEDULE

GENERAL ELECTIONS – State and Federal Elections, Countywide Special Elections

1. Early Ballot request data for State and Federal General Elections.
2. Number of Registered Voters determined on the 60th day preceding the General Election.
3. Prices shown in Columns 2 and 3 are per Party Affiliation: *Democrat, Republican* and/or *Others*.
4. Fees will be calculated in the following manner:
 - a. Determine which Party data are desired (*Democrats, Republicans* and/or *Others*).
 - b. Determine how many Voters of *each* Party are registered in the desired District using the figures from the Recorder's website.
 - c. Find the row containing that number in Column 1. Use the Price Per Party Affiliation figures in Column 2 for the Early Ballot List, and the figures in Column 3 for the Returned Ballot List.
 - d. EXAMPLE: Candidate John Doe subscribes to the list of all Democrats and Independents who request an Early Ballot in his District. There are 173,280 Democrats and 92,621 Independents. Using the schedule below, Mr. Doe will pay \$380.00 for Democrats plus \$220.00 for Others for the Early Ballot List. If he decides he wants to also purchase the Returned Ballot List, he will add an additional \$360.00 for Democrats plus \$200.00 for Others. His total for the subscription will be \$1,160.00.
5. If the request is for all political parties and Others, and all such ballot returns, then the maximum charge shall be \$1,380.00.

1. NUMBER OF REGISTERED VOTERS IN DISTRICT	2. EARLY BALLOT LIST PRICE PER PARTY AFFILIATION	3. RETURNED BALLOT LIST PRICE PER PARTY AFFILIATION
0 – 10,000	\$ 40.00	\$ 20.00
10,001 – 20,000	60.00	40.00
20,001 – 30,000	80.00	60.00
30,001 – 40,000	100.00	80.00
40,001 – 50,000	120.00	100.00
50,001 – 60,000	140.00	120.00
60,001 – 70,000	160.00	140.00
70,001 – 80,000	180.00	160.00
80,001 – 90,000	200.00	180.00
90,001 – 100,000	220.00	200.00
100,001 – 110,000	240.00	220.00
110,001 – 120,000	260.00	240.00
120,001 – 130,000	280.00	260.00
130,001 – 140,000	300.00	280.00
140,001 – 150,000	320.00	300.00
150,001 – 160,000	340.00	320.00
160,001 – 170,000	360.00	340.00
170,001 – 180,000	380.00	360.00
180,001 – 190,000	400.00	380.00
190,001 – 200,000	420.00	400.00
200,001 – 210,000	440.00	420.00
210,001 – 220,000	460.00	440.00
220,001 – 230,000	480.00	460.00
230,001 – 240,000	500.00	480.00
240,001 – 250,000	520.00	500.00
250,001 – 260,000	540.00	520.00
260,001 – 270,000	560.00	540.00
270,001 – 280,000	580.00	560.00

PIMA COUNTY RECORDER CHARGES

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CANDIDATE EARLY BALLOT LISTS
FEE SCHEDULE FOR PRIMARY (March) & GENERAL (May) ELECTIONS
Non-State and Non-Federal Elections

POLLING PLACE ELECTIONS

NUMBER OF REGISTERED VOTERS VOTERS IN DISTRICT	LIST OF EARLY BALLOT REQUESTS	LIST OF RETURNED BALLOTS
0 – 10,000	\$ 10.00	\$ 10.00
10,001 – 20,000	20.00	10.00
20,001 – 30,000	30.00	20.00
30,001 – 40,000	40.00	30.00
40,001 – 50,000	50.00	40.00
50,001 – 60,000	60.00	50.00
60,001 – 70,000	70.00	60.00
70,001 – 80,000	80.00	70.00
80,001 – 90,000	90.00	80.00
90,001 – 100,000	100.00	90.00
100,001 – 110,000	110.00	100.00
110,001 – 120,000	120.00	110.00
120,001 – 130,000	130.00	120.00
130,001 – 140,000	140.00	130.00
140,001 – 150,000	150.00	140.00
150,001 – 160,000	160.00	150.00
160,001 – 170,000	170.00	160.00
170,001 – 180,000	180.00	170.00
180,001 – 190,000	190.00	180.00
190,001 – 200,000	200.00	190.00
200,001 – 210,000	210.00	200.00
210,001 – 220,000	220.00	210.00
220,001 – 230,000	230.00	220.00
230,001 – 240,000	240.00	230.00
240,001 – 250,000	250.00	240.00
250,001 – 260,000	260.00	250.00
260,001 – 270,000	270.00	260.00
270,001 – 280,000	280.00	270.00

PIMA COUNTY RECORDER CHARGES

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CANDIDATE EARLY BALLOT LISTS
FEE SCHEDULE FOR PRIMARY (March) & GENERAL (May) ELECTIONS
Non-State and Non-Federal Elections

ALL BALLOT-BY-MAIL ELECTIONS

NUMBER OF REGISTERED VOTERS VOTERS IN DISTRICT	LIST OF EARLY BALLOT REQUESTS	LIST OF RETURNED BALLOTS
0 – 10,000	\$ 40.00	\$ 20.00
10,001 – 20,000	60.00	40.00
20,001 – 30,000	80.00	60.00
30,001 – 40,000	100.00	80.00
40,001 – 50,000	120.00	100.00
50,001 – 60,000	140.00	120.00
60,001 – 70,000	160.00	140.00
70,001 – 80,000	180.00	160.00
80,001 – 90,000	200.00	180.00
90,001 – 100,000	220.00	200.00
100,001 – 110,000	240.00	220.00
110,001 – 120,000	260.00	240.00
120,001 – 130,000	280.00	260.00
130,001 – 140,000	300.00	280.00
140,001 – 150,000	320.00	300.00
150,001 – 160,000	340.00	320.00
160,001 – 170,000	360.00	340.00
170,001 – 180,000	380.00	360.00
180,001 – 190,000	400.00	380.00
190,001 – 200,000	420.00	400.00
200,001 – 210,000	440.00	420.00
210,001 – 220,000	460.00	440.00
220,001 – 230,000	480.00	460.00
230,001 – 240,000	500.00	480.00
240,001 – 250,000	520.00	500.00
250,001 – 260,000	540.00	520.00
260,001 – 270,000	560.00	540.00
270,001 – 280,000	580.00	560.00

Exhibit B
MOU with City of
Tucson

MEMORANDUM OF UNDERSTANDING

The following division of duties and responsibilities are agreed between Pima County Recorder, F. Ann Rodriguez (Recorder) and Tucson City Clerk Roger Randolph (City Clerk) for processing mail ballots for the following City of Tucson Vote-By-Mail Elections to be held:

May 16, 2017
August 29, 2017
November 7, 2017

Both the **Recorder** and the **City Clerk** will maintain data lists for the City elections. Data will be shared between them as follows:

The Recorder will provide data files identifying all registered City of Tucson voters including those on both active and inactive status.

The Recorder will only provide city-wide voter registration data on the following dates, unless the City Clerk requests, in writing, voter registration data on an additional date:

An initial data file is requested on February 3, 2017.

May 16 Election

February 21 cut-off - City needs to receive full VR data electronically by Feb. 28th.
April 17 cut-off - City needs to receive full VR data electronically by Apr. 24th.

August 29 Election

June 30 cut-off - City needs to receive full VR data electronically by July 11th.
July 31 cut-off - City needs to receive full VR data electronically by Aug 7th.

November 7 Election

September 11 cut-off - City needs to receive full VR data electronically by Sept. 18th.
October 9 cut-off - City needs to receive full VR data electronically by Oct. 16th.

All cut-off dates will reflect the voters who registered by those dates respectively, to the extent possible. All data must be received by the City by the dates indicated in this memorandum of understanding.

Pursuant to the Tucson City Code §12-3, "A qualified elector who moves from one address to another during the twenty-nine (29) day period preceding a City election is deemed to be a resident and registered elector at the address from which they have moved, until the day after the City election, whichever applies, and must vote within that precinct.

Prior to providing the February 21st data, the **Recorder's Office** will send the active voter registration records for the City of Tucson for processing through the NCOA database. The Recorder's Office will send the records to Alpha Graphics for this process and the City will arrange to be billed directly for the services by Alpha Graphics and to pay Alpha Graphics directly for the services without any involvement of the Recorder's Office in the billing process. The Recorder's Office will follow the NVRA notice requirements for any voter identified in the NCOA comparison. At the time the voter data is provided to the city on February 28, the Recorder will provide a separate listing of all City of Tucson voters who have been identified as having moved in the NCOA check. This process will be repeated prior to the delivery of the data for the June 30 cutoff period.

All data provided by the Recorder to the City Clerk will be provided through the Recorder's Office website candidate committee portal. The Recorder's Office will provide login information including a password and written instructions in order to allow the City Clerk to gain access to the data. The Recorder's Office will post the voter registration data in the city's account by the dates specified in this agreement. The Recorder's Office will notify city staff by email when the data has been posted. City staff will be provided with an initial password that will be valid until after the required tasks for the May 16, 2017 election are completed. A new password will be issued for use during the August primary election and a third password will be issued for use during the November election. Each password will be inactivated once the election tasks for the respective elections are completed.

Any information required to be provided by the city to the county will also be delivered to the Recorder's Office through the Recorder's website candidate committee portal. Data posted by the city must be in either .txt or .csv format. Single PDF images may be posted. Multiple PDF images may only be posted in a .zip format. No single file may be larger than 100 Mb. City staff will notify the Recorder's Office by email when any file is posted by the city.

Upon request by the City, a separate file listing only the Military and Overseas voters registered to vote in the City of Tucson may be provided.

COMPENSATION AND PAYMENT:

Within thirty (30) days of the date of invoice, the City will pay the Pima County Recorder:

- 1) \$.75 for each mailed ballot provided to the Recorder's Office for signature verification;
- 2) \$2,500.00 for each election for the various data lists provided by the Recorder's Office to be paid at the time the data is provided.
- 3) \$6.00 each for processing problem signature ballots;
- 4) Computer programming as required for additional voter data at \$50.00 per hour, one hour minimum;
- 5) Any other costs associated with services provided for the conduct of the Election(s), as set forth in Pima County Fee Ordinance 2016-10 which is attached

hereto as Exhibit A.

- 6) Invoices not paid within 30 days of billing date will accrue interest at the rate of 10% per annum.

THE RESPONSIBILITIES OF THE CITY CLERK WILL BE THE FOLLOWING:

- 1) Transmit all data necessary between the City and its printing vendor. The Recorder will not transmit data to the City's vendor except as stated above for the NCOA comparison.
- 2) The City Clerk will process all mail ballot requests for the group known as "Others" (those voters not registered as Democrat, Republican, or Libertarian) voters in the Primary Election.
- 3) The City Clerk will process all requests for replacement ballots by mail, including those for the "Others" (those voters not registered as Democrat, Republican or Libertarian). Any voter who contacts the Recorder seeking a replacement ballot will be referred to the City Clerk for all further processing.
- 4) The City Clerk will send electronic data to the Recorder for ballots requested by the "Others" voters in the Primary to include party choice information. This allows the Recorder's Voter Registration System to recognize these voters for processing.
- 5) The City Clerk will provide an electronic list of all City of Tucson voters who were mailed a ballot to the Recorder in the manner stated above. This information will be used by the Recorder for signature verification.
- 6) The City Clerk will handle transmission of ballot data to candidates and political parties including both mailed and returned data.
- 7) The City Clerk will provide PDF versions of all ballots used in each election to the Recorder no later than 50 days prior to each election date and will provide both a PDF version of the affidavit, and not less than 100 ballot affidavit envelopes. The PDF versions of the ballot may be uploaded through the Recorder's website candidate committee portal or provided on a CD. This information will be used for the transmission of electronic and faxed ballots to the Military and Overseas (MILO) voters.
- 8) The City Clerk will mail ballots to any qualified military and overseas voter eligible to vote in the City elections who did not select an electronic method of ballot transmission. The City Clerk will provide information on how MILO voters can return their electronic or faxed ballots, in the event the voter decides to return their ballot electronically to the Recorder.

- 9) The City Clerk intends to send a notice of the elections to city voters. The City Clerk will provide a PDF version of the Notice of Elections and the notice sent to non-partisan voters for the Primary Election to the Recorder's Office. The Recorder's Office will send those notices electronically to military and overseas voters registered to vote inside the City of Tucson who have opted to receive their ballots by electronic transmission.
- 10) The City Clerk will deposit funds in advance of the services provided. The Recorder's Office will provide information to City Clerk staff to allow the funds to be transferred electronically. Recorder's Office staff will prepare invoices detailing the charges for services provided and will deduct those costs from the prepaid funds. These transactions will be tracked in an Excel spreadsheet format. The Recorder's Office will provide City Clerk staff with an electronic copy of the spread sheet at regular intervals during the election cycles.

THE RESPONSIBILITIES OF THE RECORDER WILL BE THE FOLLOWING:

- 1) The Recorder will use the PDF images and ballot affidavits only for the electronic transmission of ballots to qualified MILO voters by fax and email and to any eligible City of Tucson voter who is a participant in the Arizona Confidential Address Program.
- 2) The Recorder will provide an electronic list of qualified City of Tucson MILO voters that have opted to receive their ballot by mail 48 days prior to the election.
- 3) The Recorder will be responsible for the electronic transmission of ballots to Military and Overseas voters who have requested to receive their ballot by electronic means, including a receipt of voted ballots by electronic means.
- 4) The Recorder will transmit the electronic ballots as required under the MOVE act (45 days before election day) as long as the PDF versions of the ballots have been received by the Recorder no later than 3 days prior to that deadline. The Recorder will provide to the City Clerk a list of those MILO ballots that are faxed and emailed.
- 5) The Recorder will continue to transmit ballots electronically to any qualified MILO voter eligible to vote in the City of Tucson elections up to 7:00 p.m. on Election Day.
- 6) Upon receipt of a voted ballot received electronically from a military or overseas voter, the electronic ballot will be printed on regular paper and immediately be sealed in a City ballot affidavit envelope. The electronic signed affidavit will be taped to the outside of the envelope. The Recorder's staff will conduct signature verification on the signed affidavit in the same fashion as any other voted mailed

ballot. Once the signature has been verified, the electronic ballot will be transferred to the City Clerk with the next batch of mailed ballots processed by the Recorder. To the extent possible, the Recorder's Office will provide a separate turnover inventory report listing the military and overseas ballots received electronically.

7) The Recorder's Office will mail any ballot to any eligible City of Tucson voter who participates in the Arizona Confidential Address Program. The ballots will be mailed in County early ballot envelope packages and will be returned to the Recorder's Office. Signature verification will be conducted in the same fashion as for military and overseas ballots. The Recorder's Office will provide a list naming any ACP voter who was sent a ballot but the list will not include any address information and the address information will be redacted from the early ballot affidavit before the ballot is provided to the City Clerk's Office as required by the Arizona program.

City Clerk staff will process and resolve any ballot that is returned by the postal service as undeliverable. The information from those ballots will be provided to the Recorder in electronic format, as soon as practicable for further processing in the address update procedures.

Ballots will not be mailed to any voter on inactive status, unless the voter contacts the City Clerk's office. If a voter contacts City Clerk staff for this purpose, City Clerk staff will advise the Recorder via email to confirm the request. The Recorder will then proceed with their process for reactivating the voter's record.

TRANSPORTING BALLOTS

The City Clerk will be responsible for transporting all ballots for the City of Tucson elections including those received by mail and those received from replacement ballot locations.

City Clerk staff will transport all ballots with affidavits received by mail to the Recorder's Early Ballot processing center at 6550 S. Country Club. City Clerk staff will remove the sealed affidavits from the mailing envelope prior to transferring the ballot affidavits to the Recorder. City Clerk staff will pre-examine each ballot envelope to identify any problem ballots including those that are incomplete (missing signatures, missing ballot, missing affidavit, signed by power of attorney, etc.) and will not process any of these ballots until the issue has been resolved by the voter. None of these problem ballots will be transferred to the Recorder prior to the resolution.

Ballots that appear complete will be placed in mail trays all facing the same direction and transferred to the Recorder's Office for signature verification processing. Each mail tray will consist of 400 ballots per batch.

City Clerk staff will comply with Recorder security rules and will wear city identification while inside the facility. Cell phone use is prohibited in the Recorder's Ballot Processing Center. City Clerk staff and City security will wear appropriate photo identification at all times and will have colored lanyards to identify them as deputized City Clerk employees. City ballots will only be processed by Recorder staff when one or more deputized City Clerk employees are present except for military/overseas electronic ballots.

Once the mailed ballots are ready for signature verification, Recorder staff will commence with signature verification procedures. The routine Recorder's Office processing procedures will be followed in this election. If the signature is confirmed, Recorder staff will initial the ballot affidavit and place the accepted ballots in a mail tray in chronological order based on acceptance. The Recorder staff will also accept the ballot in the Voter Registration database. When signature comparisons are completed, Recorder staff will generate an inventory report in printed format. Three printed copies of the report will be generated. One copy will be used to confirm the inventory before the ballots leave the facility and that copy will remain in the possession of the Recorder's Office, one copy will be used to identify groups of the ballot affidavits and one full copy will be provided to City Clerk staff. City Clerk and/or Recorder staff will compare each ballot to the inventory report, and check off each accordingly.

It is the goal of the process that full batches will be completed each day. The Recorder's Office working hours are 8:00 a.m. to 5:00 p.m. No overtime work will be required for Recorder's Office staff during any of the election cycles. If the signature verification for a batch cannot be fully processed before 5:00 p.m., the signature verification of that entire batch will wait until the following business day.

Once signature verification is completed for a tray, the mail trays will then be sleeved using postal service sleeves and handed over to the City Clerk staff. These ballots will then be transported from the Recorder's Early Ballot Processing Center to the City Clerk Elections facility for further processing. The inventory report used in the inventory confirmation process at the Ballot Processing Center will remain in the Recorder's possession. The other two copies will be provided to City Clerk staff, one as a full and complete copy of the inventory and one divided into groups and wrapped around bundles of mailed ballot affidavits that are identified in those pages of the report.

City ballots will be stored in one of the Recorder's ballot rooms at the Recorder's Early Ballot processing facility during processing hours. Only Recorder staff will have access to these ballot rooms. At the end of each day, those City ballots still needing processing, will be transported back to the City Clerk's Election facility, and returned the next day with additional batches for processing. The only ballots that will remain at the Recorder's facility overnight will be the "problem" ballots needing further investigation by the Recorder.

If Recorder staff is unable to confirm a signature on a ballot envelope, Recorder staff will attempt to contact the voter by phone and/or by text or email message. If no contact is made directly with the voter, a letter will be sent by the Recorder. Letters will not be sent to any voter if the ballot affidavit containing the problem signature is received by the Recorder's Office later than 5:00 p.m. on the Friday immediately prior to each Election date since there will be insufficient time for the voter to receive the letter prior to the deadline to respond. The Recorder staff will complete a "problem" ballot tracking form, and provide a

copy to City Clerk staff. If the tracking form is updated, an additional copy showing the updated information will be provided to the City Clerk staff. Copies of these tracking forms will only be used to keep track of the status of each ballot when the ballots are secured at the Recorder's facility. The Recorder will maintain control over these ballots until the problem is either resolved or the ballot disqualified. Any ballot that is not validated by Recorder's Office staff will be handed over to the City Clerk and returned to the City Clerk's Election facility for proper handling.

The Recorder may store problem ballots in alphabetical order; all other ballots shall be stored by batch number. City Clerk staff will have access to these ballots in order to examine them while the process is pending.

The City Clerk will place a link on their website to the Recorder's office early ballot status tracking function on the Recorder's website to allow City voters to track the status of their ballots.

REPLACEMENT BALLOT CENTERS.

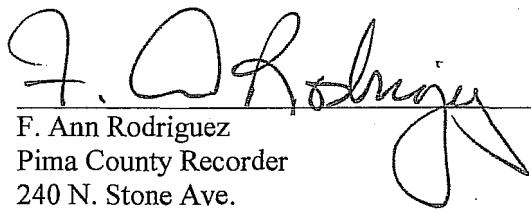
The City Clerk will operate several replacement ballot centers in each election known as Voting Locations. All activity relating to these sites will be under the authority of the City Clerk. The sites will not be linked directly to the Recorder's Voter Registration.

ELECTION DAY

The Recorder's Office will be open from 8:00 a.m. to 5:00 p.m. on the listed Election Days unless there is also a separate county managed election occurring on the same election date.


The Recorder will conduct signature verification processes on ballots that are voted or dropped off at the voting locations, as soon as possible, on the day after Election Day. This includes any provisional ballots cast. Any voter who was notified of a problem with their mail ballot signature will have until 5:00 p.m. on the Thursday after Election Day to contact the Recorder's Office concerning the problem.

For the PIMA COUNTY RECORDER'S OFFICE
this 8th day of February, 2017:



F. Ann Rodriguez
Pima County Recorder
240 N. Stone Ave.
Tucson, AZ 85701

For the CITY OF TUCSON CITY CLERK'S
OFFICE, this 6th day of February, 2017:



Roger Randolph, City Clerk
City of Tucson
255 W. Alameda
Tucson, AZ 85701