

COB - BOSAIR FORM

09/19/2025 2:38 PM (MST)

Submitted by Vanessa.Figueroa@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: CT EL CT2500000060

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 10/21/2025

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: The Regional Transportation Authority

Project Title / Description: Intergovernmental Agreement Between Pima County and the Regional Transportation Authority for Election Services

Purpose: To provide the Regional Transportation Authority with election services for any elections they hold in 2026.

Procurement Method: IGAs: This IGA is a non Procurement contract and not subject to Procurement rules.

Procurement Method Additional Info: N/A

Program Goals/Predicted Outcomes: To contract with the Regional Transportation Authority for any elections they hold during the IGA agreement period. This will result in revenue for the County.

Public Benefit and Impact: Through the IGA process, the Regional Transportation Authority contracts with Pima County to conduct their election.

Budget Pillar • N/A

Support of Prosperity Initiative: N/A

Provide information that explains how this activity supports the selected Prosperity Initiative N/A

Metrics Available to Measure Over many years, several jurisdictions throughout Pima County have successfully

TO: COB, 10/21/25(1)
VERS: 0
PGS: 8

Submission ID: 9495a110-17bc-4037-a245-912e2d156b24 Receipt ID: 75ZN7R79

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Performance: contracted with the Elections Department to conduct elections.

Retroactive:

NO

Contract / Award Information

Record Number: CT EL CT2500000060

Document Type: CT

Department Code: EL

Contract Number: CT2500000060

Commencement Date: 10/21/2025

Termination Date: 12/31/2026

Total Expense Amount:

\$0.00

Total Revenue Amount:

\$1,750,000.00

Funding Source Name(s) Required: General Fund

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department: Elections

Name: Vanessa Figueroa

Telephone: 5207246891

Add Procurement Department Signatures

No

Add GMI Department Signatures

No

Department Director Signature:  Date: 9/22/25

Deputy County Administrator Signature:  Date: 9-29-2025

County Administrator Signature:  for Date: 9/29/2025

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
PIMA COUNTY
AND
THE REGIONAL TRANSPORTATION AUTHORITY
FOR ELECTION SERVICES**

RECITALS

WHEREAS, Pima County (the "County") is a political subdivision of the State of Arizona, and has a comprehensive voting system, equipment and certified elections officials; and

WHEREAS, the Regional Transportation Authority (the "RTA") is an Arizona special taxing district, duly formed and existing, pursuant to A.R.S. § 48-5302, et seq., for the purposes of coordinating multi-jurisdictional cooperation in transportation planning, improvements and fund-raising as a municipal corporation through taxation and bonding, with the public's input and voter approval; and

WHEREAS, pursuant to A.R.S. § 48-5309(A), the RTA has the responsibility of preparing a twenty-year, comprehensive regional transportation plan (the "Plan") that is primarily funded by a transportation excise tax, described in A.R.S. § 42-6106 (the "Tax"), subject to the approval of the qualified electors of the County; and

WHEREAS, the RTA requests the County's assistance in the preparation and conduct of a countywide consolidated election, to be held on March 10, 2026, pursuant to A.R.S. §§ 48-5304(2) and 48-5314 (the "Election"); and

WHEREAS, pursuant to A.R.S. § 48-5304(18), the RTA has the authority to enter into agreements to exercise its powers and carry out its responsibilities; and

WHEREAS, the County has certain responsibilities with respect to the Election as described in A.R.S. § 48-5314; and

WHEREAS, the RTA and the County wish to clarify their respective responsibilities with respect to the Election and jointly exercise their powers pursuant to A.R.S. § 11-952.

NOW, THEREFORE, IT IS AGREED by and between the County, on behalf of its Elections Department, and the RTA, pursuant to A.R.S. §§ 16-205(C); 16-450; 16-558; 11-251(3); and 11-951, et seq., as follows

1. **Purpose.** The purpose of this Intergovernmental Agreement ("IGA") is to articulate the responsibilities of the parties in preparing for and conducting the Election.

County Obligations. The County Elections Department shall:

- a. Provide election services as requested by the RTA at the applicable cost set forth in Pima County Fee Ordinance 2024-6, which is attached hereto as Exhibit A, or subsequent ordinance amending the Pima County Election's Department Fee Schedule.
- b. Make any translations required under Section 203 of the Voting Rights Act.
- c. Prepare and print the ballot as required by A.R.S. § 48-5314, and as further agreed by the parties in paragraph 2, below.
- d. Prepare, print and mail the publicity pamphlet as required by A.R.S. § 48-5314, and as further agreed by the parties in paragraph 3, below.
- e. Make available all support services, voting equipment, vote tallying equipment, polling locations, supplies, and such other election materials and services as may be required for proper conduct of the Election.
- f. Provide all personnel required for proper conduct of the Election and to satisfy its obligations under this IGA.
- g. Within thirty days following the canvass of the Election, provide an accounting to the RTA of the costs specifically incurred by the County in conducting the Election and in meeting its obligations pursuant to this IGA. All costs, prices and fees shall be billed according to the rate schedule attached hereto as Exhibit A and incorporated herein by this reference.

1. **The RTA's Obligations.** The RTA shall:

- a. Request by resolution certified to the County's Board of Supervisors that the County place the Plan and the Tax on the countywide consolidated election ballot for **March 10, 2026.**

- b. Cooperate with the County in meeting the County's obligations under this IGA.
 - c. Prior to the County's printing of the ballot and publicity pamphlet, review and approve, within five (5) calendar days, the final proofs provided to the RTA by the County.
 - d. Within 30 days of the date of the invoice, the RTA shall reimburse the County, in full, for invoiced costs of election at the rates set forth in Exhibit A.
2. **Preparing the Ballot.** The County shall ensure that the ballot meets all applicable legal requirements. However, because the RTA has developed the Plan after substantial study, analysis and public input, the RTA shall develop and provide to the County, no later than November 1, 2025, the description of each transportation element of the Plan required to be placed on the ballot pursuant to A.R.S. § 48-5314(B) and all information required pursuant to A.R.S. § 48-5314(E). The RTA shall also provide the County with the calculations of the percentage share and dollar share of the Tax revenues allocated to each transportation element. The County shall remain responsible for developing those parts of the ballot not specifically assigned to the RTA hereunder.
3. **Preparing the Publicity Pamphlet.** The County shall ensure that the publicity pamphlet meets all applicable legal requirements. However, because the RTA has developed the Plan after substantial study, analysis and public input, the RTA shall develop and provide to the County, no later than November 1, 2025, those provisions required by A.R.S. § 48-5314(C)(3) and (4). The County shall remain responsible for developing those parts of the publicity pamphlet not specifically assigned to the RTA hereunder.
4. **Challenges to the Election.** Should the Election be challenged or questioned for any reason whatsoever, then each party shall be responsible for defending, legally or otherwise, their respective roles and responsibilities in the Election. Each party shall cooperate with the other in making relevant information, documents and witnesses available upon reasonable request. The duties of this paragraph shall survive the expiration of this IGA.
5. **Term; Termination; Modification.** This IGA must be approved and signed by both parties. This IGA shall expire on December 31, 2026. This IGA may be terminated by mutual written agreement of the parties. This IGA may be modified by mutual written agreement of the parties.

6. **Indemnification.** To the fullest extent permitted by law, each party agrees to defend, indemnify, and hold harmless the other party and the other party's officers, agents, and employees from all claims, losses, and causes of actions arising out of, resulting from, or in any manner connected with this IGA, but only to the extent such claim, loss, cause of action, damage or injury is caused or contributed to by the negligent acts or omissions of the indemnifying party.
7. **Compliance with Applicable Laws.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any changes to the governing laws, rules and regulations during the term of this IGA shall apply but do not require an amendment.
8. **Non-Discrimination.** The parties will not discriminate against any employee, client or any other individual in any way involved with this IGA, because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out their responsibilities hereunder. Each party agrees to comply with the provisions of Arizona Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.
9. **Americans with Disabilities Act.** The parties will 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 C.F.R. Parts 35 and 36.
10. **Severability.** If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application, and to this end the provisions of this IGA are declared to be severable.
11. **Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
12. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such termination, the County shall have no further obligation to RTA.
13. **Legal Authority.** Neither party warrants the other its legal authority to enter into this IGA. If a court, at the request of a third person, declares that either 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, and no recovery may be had by either party against the other for lack of performance or otherwise.

14. **Workers' Compensation.** Each party shall comply with the notice provisions of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility of the payment of Workers' Compensation benefits or other fringe benefits of said employees.
15. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the County and any RTA employees, or between the RTA and any County employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other party, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
16. **No Third-Party Beneficiaries.** 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 to 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.
17. **Recitals.** The Recitals on page 1 of this IGA are incorporated herein as substantive provisions hereof.
18. **Notice.** Any notice required pursuant to this IGA shall be given to:

County:

Jan Leshner
County Administrator
115 N Church Avenue, 2nd Floor
Tucson, AZ 85701
Phone: (520) 724-8661
Fax: (520) 724-8171

Constance L. Hargrove
Elections Director
6550 S. Country Club Road
Tucson, AZ 85756
Phone: (520) 724-6830
Fax: (520) 724-6870

Melissa Manriquez
Clerk of the Board of Supervisors
33 N Stone Avenue, Suite 100
Tucson, AZ 85701
Phone: (520) 724-8449
Fax: (520) 222-0448

RTA:

Michael Ortega
Executive Director
1 E Broadway Blvd, Suite 401
Tucson, AZ 85701
(520) 792-1093
(520) 495-1416

Lisa Anne Smith
General Counsel
2525 E. Broadway Blvd., #200
Tucson, AZ 85716
(520) 322-5000

19. **Entire Agreement.** This document 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.

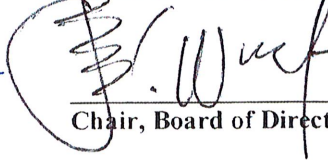
IN WITNESS WHEREOF, the parties hereto have executed this IGA by signing below.

ATTEST:



Executive Director Date 9/25/25

REGIONAL TRANSPORTATION:



Chair, Board of Directors Date 9/25/25

ATTEST:

PIMA COUNTY:

Clerk Date

Chair, Board of Supervisors Date

APPROVED AS TO CONTENT:



Constance L. Hargrove, Elections Director

ATTORNEYS' DETERMINATION

The foregoing IGA between Pima County and the Regional Transportation Authority has been reviewed pursuant to A.R.S. § 11-952(D) 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 IGA represented by the undersigned.

Pima County



09/16/2025

Daniel Jurkowitz
Deputy County Attorney

Date

Regional Transportation Authority



09/17/2025

Lisa Anne Smith
Attorney for the RTA

Date

EXHIBIT A

PIMA COUNTY FEE SCHEDULE

Election Fees

The following fees reflect the difference in costs for conducting a vote-by-mail election versus a polling place election.

FEES BY TYPE OF ELECTION

Special, Consolidated & Non-Consolidated Vote-By-Mail Elections: voter	\$2.50 per registered
Special, Consolidated & Non-Consolidated Polling Place Elections: voter	\$5.00 per registered
Elections consolidated with State or Federal Elections: voter	\$1.50 per registered
Non-Governmental Elections	\$2,500 per Election
Recounts	\$2,000 per day, plus the actual cost of overtime.

Other Service Fees

Maps	Actual Cost
Copies	\$.50 per page
Research Fee – Information more than two years old	\$25.00 per hour (minimum one hour)
Election Results – Digital only	\$15.00 per CD