

COB - BOSAIR FORM

05/06/2026 3:12 PM (MST)

Submitted by Vanessa.Grimaldo@recorder.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 RE CT2600000027

Award Type:	Contract
BOSAIR Activity:	Board Meeting Request
Requested Board Meeting Date:	05/26/2026
Supplier / Customer / Grantor / Subrecipient:	Town of Marana
Project Title / Description:	IGA between the Pima County Recorder's Office and the Town of Marana for Election Services (2026 Election Cycle)
Purpose:	The purpose of this IGA is to provide election services to the Town of Marana during the 2026 Election Cycle. This IGA includes election services provided by the Pima County Recorder's Office for the 2026 Election Cycle called by the Town of Marana.
Procurement Method:	IGAs: This IGA is a non Procurement contract and not subject to Procurement rules.
Procurement Method Additional Info:	This IGA is a non-procurement contract and is not subject to Pima County's Procurement rules.
Program Goals/Predicted Outcomes:	Successful completion of Town of Marana scheduled elections as authorized by ARS §11-251(3), §11-952 et al. , §16-172, §§16-205(C), §16-405, §16-408(0), and §9-231 (A).
Public Benefit and Impact:	Completed elections conducted in a consistent and transparent manner ensuring the integrity of the electoral process.
Strategic Plan Pillar	<ul style="list-style-type: none">• N/A
Support of Prosperity Initiative:	<ul style="list-style-type: none">• N/A
Provide information that explains how this activity supports the selected Prosperity Initiatives	N/A
Metrics Available to Measure Performance:	For each election called, the Pima County Recorder's Office will mail 90 day notices to registered Town of Marana voters offering separate TOWN ONLY ballots for unaffiliated AEVL voters. The office will also provide Town of Marana voters mail ballots as requested, will signature verify all voted/returned ballot affidavits, and will

TO: COB, 5/7/2026 (1)

VERSION: 0

PAGES: 6

Submission ID: 5b74c3ad-1d7a-40a4-ab87-8500cd3aa0ab Receipt ID: df131324-b415-422b-948e-6f6b61fbc767

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provide any additional early voting and election related services as outlined in the IGA.

Retroactive:

NO

Contract / Award Information

Record Number: CT RE CT2600000027

Document Type: CT

Department Code: RE

Contract Number: CT2600000027

Commencement Date: 05/26/2026

Termination Date: 12/31/2026

Customer Headquarters Location N/A

* Headquarters information is not a consideration for awards

Total Expense Amount:

\$0.00

Total Revenue Amount:

\$25,000.00

Funding Source Name(s) Required: N/A

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?

NO

Contract is fully or partially funded with Non-Federal Grant Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department: Recorder

Name: Vanessa Grimaldo

Telephone: 5207244223

Add Procurement Department Signatures

No

Add GMI Department Signatures

No

Department Director Signature: *Gabriela Kelly* Date: 5/

Deputy County Administrator Signature: _____ Date: _____

County Administrator Signature: *JR* Date: 5/2/20

INTERGOVERNMENTAL AGREEMENT

Between
The Town of Marana and Pima County
For Election Services

This Intergovernmental Agreement (IGA) is by and among THE TOWN OF MARANA OF PIMA COUNTY, ARIZONA, a municipal corporation of the State of Arizona ("the TOWN") 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 TOWN, pursuant to A.R.S. § 9-231(A) will prepare for and conduct a Primary Election to be held on July 21, 2026 and a General Election to be held on November 3, 2026.
2. A.R.S. §§ 11-251(3), 16-172, 16-205(C), 16-405 *et seq*, authorize the County to perform services for any political subdivision regarding elections.
3. 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.
4. The parties are authorized to enter into an intergovernmental agreement pursuant to A.R.S. § 11-952 *et seq*.
5. The TOWN 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 July 21, 2026, and for the General Election to be held on November 3, 2026, for members of its common council and/or ballot propositions, including any other special election that may be called by the TOWN during the 2026 election cycle.
6. The TOWN, the County and the Recorder have determined that it is in the best interest of the public for the TOWN to use the services of the Recorder in conducting the Primary, General, and Special Elections during the 2026 election cycle.

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 TOWN with respect to primary election, general election and/or any special elections that should occur during the 2026 election cycle for elections to be held by the TOWN of Marana.

ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

The term of this IGA shall start on the last date of authorized signatures of the parties below (the "Effective Date"), and end December 31, 2026, and through the completion of all obligations and activities associated with the elections contemplated by this IGA, provided that the term shall continue through final resolution of any legal challenge to any election within the scope of this IGA. This IGA may be extended for up to four (4) additional periods of up to 1 year each. Any modifications or time extension of this IGA shall be by formal written amendment and executed by the parties.

ARTICLE II – SCOPE OF SERVICES

County Recorder Services: The Recorder shall:

- (1) For only the Primary election held on July 21, 2026, all Marana voters that are members of a recognized political party and are on the Active Early Voting List (AEVL) will receive a normal

primary ballot that will include all of the non-partisan Marana candidates.

- (2) For only the Primary election held on July 21, 2026, all Marana voters that are not registered with one of the recognized political parties, or are a party not designated registered voter, and are on the AEVL will have the option of choosing one of the following:
 - a. any of the partisan ballots that will include all of the Marana candidates.
 - b. a ballot that will have ONLY the Marana candidates on it, e.g. a municipal only ballot.
- (3) All AEVL voters from Marana will receive a 90-day notice for the Primary elections. All non-affiliated AEVL voters from Marana will receive a special 90-day notice letting them know their ballot type options for the Primary elections. If the TOWN chooses to conduct an all ballot-by mail election, regardless of election date, a 90-day notice is not required.
- (4) Provide Deputy County Recorders for team early voting when necessary for Marana ONLY voters who request a municipal only ballot during the Primary election on July 21, 2026, and the General Election on November 3, 2026, and/or any Special Election that should occur within the scope of this IGA and will give the TOWN notice of each request for team early voting.
- (5) Prepare and deliver a single invoice to the TOWN no later than 21 days after the final election date, containing a detailed breakdown of all Recorder costs for these elections.

TOWN Obligations: TOWN shall:

- (1) Notify the Recorder in writing, at least 150 days or at such other time as the parties may agree before any consolidated election date on which the TOWN wants services pursuant to this IGA, detailing the election-related services pursuant to this IGA.
- (2) Prepare and distribute any requisite translation, printing, and mailing of all publicity pamphlets.
- (3) Should the election be challenged or questioned for any reason whatsoever, then the TOWN 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 TOWN in making relevant information and witnesses available upon reasonable request.
- (4) Within 30 days of the date of each invoice, the TOWN shall reimburse the County, in full, for invoiced costs of election materials, supplies and equipment, and personnel required in direct support of the TOWN election, as set forth below.
- (5) 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 TOWN or its outside vendors comply with applicable law and procedures of the Secretary of State.
- (6) Arrange for and publish any and all notices of this election as required by law.

ARTICLE III – COMPENSATION AND PAYMENT

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

- (1) The following charges in item #1 will only apply to any Primary Election ballots provided to unaffiliated Marana Voters who request a Marana ONLY ballot:

a.	Active Early Voting List (AEVL) Ballots	\$3.00 each
b.	Non-AEVL ballot requests	\$5.75 each
c.	Early Ballot Signature verification	\$0.75 each
d.	Satellite Ballots	\$2.00 each
e.	Replacement Ballots – By Mail	\$3.00 each
f.	Provisional Ballots	\$16.00 each
g.	Conditional Provisional Ballots	\$6.00 each
h.	Team Voting	\$60.00 per request
i.	Problem Ballots Processing & Follow-up	\$6.00 each
- (2) Consolidated Election Participation Fee – for each election
Per active voter for each election \$0.10 each
- (3) Voter Registration Maintenance Fee- for each election

- | | | |
|--|--------------------|-------------|
| | Per Active Voter | \$0.05 each |
| | Per Inactive Voter | \$0.05 each |
- (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) called during the term of this IGA, regardless of election type conducted, are subject to other applicable election fees, as set forth in Pima County Fee Ordinance 2022-03, which is attached hereto as Exhibit A, or subsequent ordinances amending the Pima County Recorder's Office Fee Schedule.
 - (6) Invoices not paid within 30 days of billing date will accrue interest at the rate of 10% per annum.

ARTICLE IV – INSURANCE

Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:

Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.

Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.

If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.

If required by law, workers' compensation coverage including employees' liability coverage.

Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self-insurance pursuant to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this article.

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") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, 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, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court in Pima County. Any changes in the governing laws, rules and regulations during the terms of this Agreement shall apply but do not require an amendment.

ARTICLE VII – WORKERS COMPENSATION

Each party shall comply with the notice 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 such party shall have the sole responsibility of the payment of Worker's Compensation benefits or other fringe benefits of said employees.

ARTICLE VIII - ASSIGNMENT

The TOWN 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 TOWN 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 TOWN shall comply with the provisions of Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive Order 75-5 and may be viewed and downloaded at the Governor or the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2990_90.pdf which is hereby incorporated into this Agreement by reference, as if set forth in full herein.

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 C.F.R. Parts 35 and 36.

ARTICLE XI - AUTHORITY TO CONTRACT

No party warrants to any other party its legal authority to enter into this IGA. 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, and no recovery may be had by any party against the other for lack of performance or otherwise.

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 NON-APPROPRIATION

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the County Board of Supervisors or the Marana Town 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 TOWN. In the event that the TOWN cancels, the TOWN 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:

PIMA COUNTY

Gabriella Cázares-Kelly
Pima County Recorder

240 N Stone Avenue
Tucson, AZ 85701
(520) 724-4356

Fax: (520) 623-1785
TOWN OF MARANA
Jill McCleary
Town Clerk

11555 W. Civic Center Dr.
Marana, AZ 85743
(520) 382-1960
Fax: (520) 382-1998

ARTICLE XVI – 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 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.

ARTICLE XVII – NO JOINT VENTURE

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 TOWN employees, or between the TOWN 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 XVIII - 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 XIX – TERMINATION FOR CONVENIENCE

Either party may terminate this IGA at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination, any real or personal property belonging to either party and furnished pursuant to this IGA, shall be returned to the furnishing party. Any funds of TOWN paid to County in accordance with this IGA and not encumbered at the time of termination shall be refunded to TOWN.

ARTICLE XX – 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 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.

ARTICLE XXII - COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on this _____ day of _____, 2026.

TOWN OF MARANA

PIMA COUNTY BOARD OF SUPERVISORS

By: _____
Jon Post, Mayor

By: _____
Jennifer Allen, Chair

ATTEST:

ATTEST:

By: _____
Jill McCleary, Town Clerk

By: _____
Melissa Manriquez,
Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:

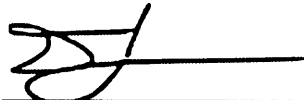
By:  _____
Gabriella Cazares-Kelly, Pima County Recorder

The foregoing Intergovernmental Agreement between The Town of Marana, 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.

Town of Marana

Pima County

Jane Fairall
Town Attorney



Daniel Jurkowitz
Deputy County Attorney