



Contract Number: CTN-RE-14*16
Effective Date: 7-1-13
Term Date: 12-31-13
Cost: _____
Revenue: \$25,000.- (est.)
Total: _____ NTE: _____
Action: _____
Renewal By: 10-1-13
Term: 12-31-13
Reviewed by: JR

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: 8/6/2013

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Resolution and Intergovernmental Agreement for provision of election related services for the City of Tucson in support of their Primary Election on August 27, 2013, and their General Election on November 5, 2013, as authorized by Arizona Revised Statutes, §§ 16-205(C); 16-408(D); 11-251(3); and 11-951, *et seq.*

Funding for these services will be reimbursed by the City of Tucson in accordance with Pima County's policy for full cost recovery.

CONTRACT NUMBER (If applicable): CTN 14*16

STAFF RECOMMENDATION(S):

Board approval and adoption of the Resolution and Intergovernmental Agreement to provide election related services to the City of Tucson for their Primary Election on August 27, 2013, and their General Election on November 5, 2013.

Procure Dept 07/17/13 PM08:13

CORPORATE HEADQUARTERS: _____

To: CoB- 7-24-13
Agenda 8-6-13
(3)

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: _____ and/or REVENUE TO PIMA COUNTY: \$ estimate \$25,000.00
per election

FUNDING SOURCE(S): _____

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

		YES	X	NO
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Board of Supervisors District:

1		2		3		4		5		All	xx
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IMPACT:

IF APPROVED:

Services may be provided to the City of Tucson in support of their Primary Election on August 27, 2013, and their General Election on November 5, 2013, as authorized by Arizona Revised Statutes, §§ 16-205(C); 16-408(D); 11-251(3); and 11-951, *et seq.*

IF DENIED:

Would complicate the provision of election services and the recovery of costs incurred.

DEPARTMENT NAME: Pima County Recorder

CONTACT PERSON: Pamela Franklin TELEPHONE NO.: 724-4356

<p>PIMA COUNTY RECORDER</p> <p>2013 ELECTION SERVICES WITH THE CITY OF TUCSON</p> <p>ESTIMATED INCOME: \$80,000.00</p> <p>FUNDING: The City of Tucson</p> <p><small>* estimated for each election within this IGA</small></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">CONTRACT</td> </tr> <tr> <td style="text-align: center;">NO. <u>CTN-RE-140000 0000 00000016</u></td> </tr> <tr> <td style="text-align: center;">AMENDMENT NO. _____</td> </tr> <tr> <td style="text-align: center;"> <p><small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small></p> </td> </tr> </table> <p>(STAMP HERE)</p>	CONTRACT	NO. <u>CTN-RE-140000 0000 00000016</u>	AMENDMENT NO. _____	<p><small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small></p>
CONTRACT					
NO. <u>CTN-RE-140000 0000 00000016</u>					
AMENDMENT NO. _____					
<p><small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small></p>					

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 27, 2013 and November 5, 2013 elections 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, 2013 through completion of all obligations and activities associated with the August 27, 2013 and November 5, 2013 elections 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, 2013. 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 elections on dates to be provided by the City Clerk's Office.
- (2) Conduct signature verification processes for all voted ballots requested by the City Clerk's Office.
- (3) Transmit and receive ballots electronically for any City of Tucson voter eligible to vote in either election who is a voter qualified under the Uniformed and Overseas Citizen Absentee Voting Act.
- (4) Process any Provisional or Conditional Provisional Ballot within statutory deadlines as provided by the City Clerk's Office.
- (5) Provide secured storage facilities for City ballots at the Recorder's Early Ballot Processing Center located at 6550 S. Country Club Road.
- (6) 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.

- (3) Provide data lists of all City of Tucson voters who were sent ballots in each election in sufficient time to allow the Recorder's Office to conduct signature validation procedures.
- (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) 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.

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) Computer programming as required for additional voter data at \$50.00 per hour, one hour minimum;
- 4) If required, \$300.00 for each remote site computer linked to Recorder's system.
- 5) Actual cost of all necessary materials and programming for on-site early voting, if required; and,
- 6) Any other costs associated with services provided for the conduct of the Election(s), as set forth in Pima County Fee Ordinance 2011-44 which is attached hereto as Exhibit A.
- 7) 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

The CITY shall indemnify, defend, and hold harmless, the County, the Recorder, their officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands or damages of any kind or nature arising out of this IGA which are attributed to any action or omission of the CITY, its agents, employees, or anyone acting under its direction, control or on its behalf, unless such actions are due solely to the negligence of the County or County Recorder. The CITY's obligations pursuant to this section shall survive the termination, cancellation or expiration of this IGA.

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 - INDEPENDENT CONTRACTOR

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 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

Neither Party will discriminate against the other party's employee, client or any individual in any way involved with, the other party, because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. Both parties agree to comply with the provisions of A.R.S. § 41-1463 and of Executive Order 75-5, as amended by Executive Order 2009-09, which are incorporated into this IGA 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 CFR 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 ARS § 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 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 CITY.

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
115 N Church 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

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 CITY paid to County in accordance with this IGA and not encumbered at the time of termination shall be refunded to CITY.

ARTICLE XIX – LEGAL ARIZONA WORKERS ACT COMPLIANCE

A.R.S. § 41-4401 prohibits government entities ^{from DPM} ~~from~~ entering into an agreement with any government entity contractor or subcontractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, each Party agrees that:

1. Party and each subcontractor it uses warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with § 23-214, subsection A.
2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
3. Each Party retains the legal right to inspect the papers of the Party or subcontractor employee(s) who work(s) on this Agreement to ensure that Party or subcontractor is complying with the warranty under paragraph 1.

ARTICLE XX – IRAN-SUDAN BUSINESS OPERATIONS

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Iran or Sudan.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

ARTICLE XX - 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 hereby have executed this Agreement on this 9th day of July, 2013.

CITY OF TUCSON

PIMA COUNTY BOARD OF
SUPERVISORS

By: 

Mayor

By: _____

Chair

ATTEST:

ATTEST:

By: 

City Clerk

By: _____

Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:


By: 

F. Ann Rodriguez, Pima County Recorder

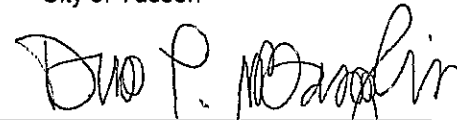
The foregoing Intergovernmental Agreement between The City of Tucson, Pima County and the Pima County Recorder has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in the proper form and is within the powers and authority granted under the laws of the State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

Pima County and Pima County Recorder

City of Tucson



Deputy County Attorney



Attorney for the City of Tucson

DANIEL JURKOWITZ

F. ANN RODRIGUEZ, RECORDER
Recorded By: JCC
DEPUTY RECORDER
305

P0230
PIMA CO CLERK OF THE BOARD
PICKUP



SEQUENCE: 20112060705
NO. PAGES: 19
ORDIN 07/25/2011 18:00
PICK UP
AMOUNT PAID: \$0.00

ORDINANCE NO. 2011- 44

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.

WHEREAS, 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,

WHEREAS, 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,

WHEREAS, 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 ATTACHMENT.

SECTION 3: This Ordinance shall take effect thirty (30) days from the date of adoption.

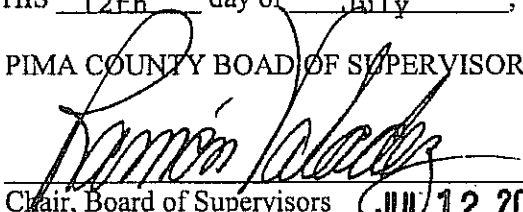
SECTION 4: If any provision of this Ordinance, or the application thereof to any person or circumstance is invalid, the invalidity shall not affect other provisions or applications of this Ordinance, which can be given meaning without the invalid provision.

PASSED AND ADOPTED THIS 12th day of July, 2011.

Exhibit A to Exhibit 1 to Resolution No. 22078

PASSED AND ADOPTED THIS 12th day of July, 2011.

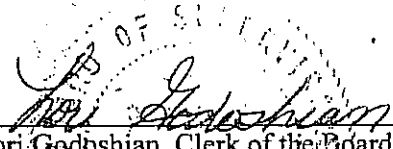
PIMA COUNTY BOARD OF SUPERVISORS



Chair, Board of Supervisors

JUL 12 2011

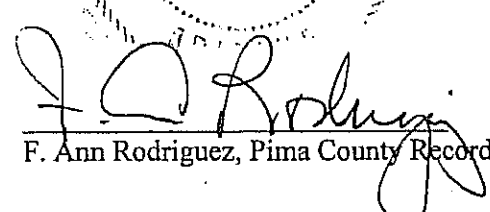
ATTEST:

APPROVED AS TO FORM:


Lori Godoshian, Clerk of the Board


Daniel Jurkowitz, Deputy County Attorney

REVIEWED BY:


F. Ann Rodriguez, Pima County Recorder



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

Located in the Old Courthouse at:
115 North Church Avenue, Tucson, AZ

<http://www.recorder.pima.gov>

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) 740-4350
Voter Registration: (520) 740-4330
Fax: (520) 623-1785

PIMA COUNTY RECORDER'S CHARGES
For Conducting Jurisdictional Elections
(i.e., Cities, Towns, School Districts, Fire Districts, etc.)

ELECTION COSTS

POLLING PLACE ELECTIONS

Early Ballot Processing	\$5.75 Each ★
Permanent Early Voting List (PEVL) Ballots	\$3.00 Each ★
Early Ballot Signature Verification	\$0.75 Each
Replacement Ballots – Satellite Location	\$1.50 Each
Replacement Ballots – By Mail	\$3.00 Each
Signature Roster Printing (per precinct)	\$18.00 Each
Provisional Ballots	\$16.00 Each
Conditional Provisional Ballots	\$5.00 Each
Regular Hours	\$18.13 Per Hour
Overtime Hours	\$27.20 Per Hour
Remote Site Computer Linked	\$400.00 Flat Fee
Remote Voting Site Not Computer Linked	\$200.00 Flat Fee

ALL BALLOT-BY-MAIL ELECTIONS

Mailing of Ballots to Every Active Voter	
Under 50,000 Early Ballots	\$1.95 Each ★
50,000 or more Early Ballots ❖	\$2.30 Each ★
Replacement Ballots – Satellite Location	\$1.25 Each
Replacement Ballots – By Mail	\$3.00 Each
Signature Verification Cost	\$0.75 Per Signature

PIMA COUNTY RECORDER'S CHARGES

Page 2

OTHER APPLICABLE ELECTION FEES

Voter Registration Maintenance Fee♦♦	2½¢ Per Voter
Consolidated Election Participation Fee for Early Ballots▶▶▶	7½¢ Per Voter
Team Voting†	\$60.00 Per Request
Special Inserts:	
Single Page - 8½ x 4½"	\$0.02 Per Ballot
(20 lb. paper minimum)	
Multiple Pages or larger than 8½ x 4½"	\$0.05 Per Ballot
(May also result in additional postage cost for	
mailed ballot package due to increased weight)	
PLUS actual cost for insert printing	Cost

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

- ★ Includes postage fees for both the mailing of the ballot package and the return mail of the voted ballot. Postage rate hikes imposed by the United States Postal Service which take effect after the effective date of this Ordinance and Fee Schedule may result in a fee increase in the same amount.
- ♦♦ Active and Inactive voters.
- ▶▶▶ 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. This charge is for Polling Place Elections, ONLY.
- ❖ 50,000 early ballots is based on either a single jurisdiction or all jurisdictions combined that are conducting elections in Pima County at the same time which result in 50,000 or more early ballots being mailed. This will necessitate using an outside vendor due to the increased volume of mailed ballots.
- † 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)	\$20.00 Per Hour

PIMA COUNTY RECORDER'S CHARGES

Page 3

VOTER REGISTRATION DATA

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
Mailing Labels (1" X 2.63" – 30 Per Page)	-- .20 Per Label
Computer Programming For Additional Information Per Hour, 1 Hour Minimum	50.00
Copying Fee -- Includes Redaction Of Confidential Data	1.00 Per Page
Certification Of Voter Registration	10.00 Per Certification
Replacement of Voter ID Card	5.00 Each

RECORDER'S WEB SITE SUBSCRIPTION FEES

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

Affidavits of Value Images

\$60.00 per month to be paid in advance for a minimum of three month increments for unlimited affidavits of value.

Recorded Document Images and Map Images

Includes Affidavits of Value

- A. \$0.225 per image viewed and \$3.00 per map page viewed (minimum of \$45.00 to add to an existing customer's pre-paid balance)

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.

PIMA COUNTY RECORDER'S CHARGES

Page 4

ADDITIONAL FEES FOR RECORDED DOCUMENTS

Direct download of daily indexing	\$.02 per Index Reference*
Direct download of daily docket of images or Affidavits of Value	.03 per image
CD format of daily docket of images or Affidavits of Value	.03 per image
Fee to return documents improperly submitted for recordation	3.00 per document
Blank Recording Forms	3.00 per form

* Index Reference consists of the document type, grantor and grantee listing as separate index references. Minimum fee of \$.06 per document for one grantor, one grantee and document type references. Additional fee charged for additional grantors and grantees.

PIMA COUNTY RECORDER'S CHARGES

Page 5

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'S CHARGES

Page 6

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

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

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

ADOPTED BY THE
MAYOR AND COUNCIL

July 9, 2013

RESOLUTION NO. 22078

RELATING TO ELECTIONS; APPROVING, AND AUTHORIZING EXECUTION OF, AN INTERGOVERNMENTAL AGREEMENT (WITH INCORPORATED EXHIBIT A) BETWEEN THE CITY OF TUCSON AND PIMA COUNTY FOR SUPPORT SERVICES TO BE PROVIDED BY THE PIMA COUNTY RECORDER FOR THE 2013 CITY OF TUCSON PRIMARY AND GENERAL ELECTIONS; 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 (with incorporated Exhibit A) between the City of Tucson and Pima County, attached as Exhibit 1 to this Resolution and incorporated by this reference, for support services to be provided by the Pima County Recorder for the 2013 City of Tucson Primary and General Elections.

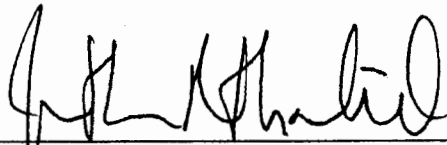
SECTION 2. The Mayor is authorized and directed to execute this Intergovernmental Agreement and the City Clerk is authorized and directed to attest the Mayor's signature.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this Resolution become im-

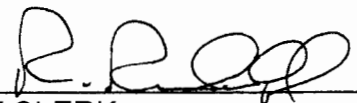
mediately effective, an emergency is hereby declared to exist and this Resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED BY THE MAYOR AND COUNCIL
OF THE CITY OF TUCSON, ARIZONA, July 9, 2013.




MAYOR


ATTEST:



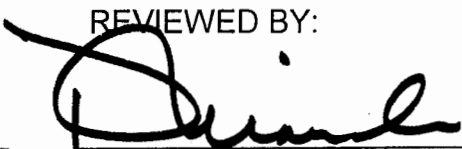
CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

DPM/dg
6/19/2013

REVIEWED BY:



CITY MANAGER