



## BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 04/15/2025

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

**\*Contractor/Vendor Name/Grantor (DBA):**

City of Tucson

**\*Project Title/Description:**

Intergovernmental Agreement for Election Services

**\*Purpose:**

To provide the City of Tucson with election services in 2025.

**\*Procurement Method:**

City of Tucson is contracting with the Pima County Elections Department through an Intergovernmental Agreement, in accordance with the provisions in Arizona Revised Statutes §11-952.

**\*Program Goals/Predicted Outcomes:**

To contract with the City of Tucson for any elections they hold during the IGA agreement time frame. This will result in revenue for the County.

**\*Public Benefit:**

If the County conducts a consolidated election in 2025 and provides services for the City of Tucson then voters will only need to cast one ballot, rather than two. This will avert the possible scenario of a City's ballot being returned to the County and vice versa, creating a delay in tabulating ballots and requiring that County personnel return City ballots and vice versa.

**\*Metrics Available to Measure Performance:**

Over several years, numerous jurisdictions throughout Pima County have successfully contracted with the Elections Department to conduct elections.

**\*Retroactive:**

No.

MAR26 25AM 10:44 PM

TO: (OB, 3-27-25C1)  
VERS: 0  
PGS: 5

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

**Contract / Award Information**

Document Type: CT Department Code: EL Contract Number (i.e., 15-123): CT 24\*0067  
Commencement Date: 04/15/2025 Termination Date: 12/31/2025 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount \$ \_\_\_\_\_ \* ☐ Revenue Amount: \$ 1,526,225

**\*Funding Source(s) required: General Fund**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

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

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

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 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense ☐ 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): \_\_\_\_\_  
Commencement 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: Vanessa Figueroa

Department: Elections

Telephone: 724-6891

Department Director Signature:  Date: 3/21/25

Deputy County Administrator Signature:  Date: \_\_\_\_\_

County Administrator Signature: \_\_\_\_\_ Date: 3/24/25

ADOPTED BY THE  
MAYOR AND COUNCIL

March 18, 2025

RESOLUTION NO. 23898

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 ELECTIONS DEPARTMENT FOR THE 2025 CITY OF TUCSON SPECIAL, PRIMARY, AND GENERAL ELECTIONS; AND DECLARING AN EMERGENCY.

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

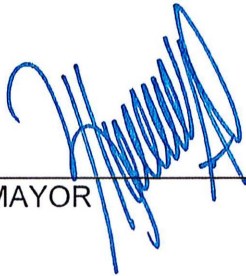
SECTION 1. The Mayor and Council approves the Intergovernmental Agreement (IGA) between the City of Tucson (City) and Pima County, attached as Exhibit A, for election support services to be provided by the Pima County Elections Department for the March 11, 2025 Special Election, the August 5, 2025 Primary Election, and the November 4, 2025 General Election for Council Members in Wards 3, 5, and 6.

SECTION 2. 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 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 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, March 18, 2025.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

REVIEWED BY:

  
\_\_\_\_\_  
CITY MANAGER

DPM/lv  
02/19/2025

**Intergovernmental Agreement  
For Elections 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 ("City"), and PIMA COUNTY, a political subdivision of the State of Arizona ("County"), on behalf of the PIMA COUNTY ELECTIONS DEPARTMENT (the "Elections Department").

WHEREAS, the County of Pima has a comprehensive voting system and certified elections officials; and

WHEREAS, the City of Tucson, an Arizona political subdivision, seeks Pima County's assistance in the preparation and conduct of the City's primary elections, general elections, and special elections for 2025.

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

1. **Purpose.** The purpose of this IGA is to provide election services to the City for the City's primary elections, general elections, and special elections.
2. **County Obligation.** County Shall:
  - A. Provide elections service as requested by the City Clerk 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 Office Fee Schedule.
  - B. Provide final ballot formats to the City, including Spanish language translations, no later than 55 days prior to each election. Upon written notice of a need for a change to the ballot format approved by the City, the Elections Department shall, if possible, arrange for the corrections to be made by the vendor. The Elections Department will inform the City of any additional charges incurred.
  - C. Prepare and deliver an invoice to the City from the Elections Department for the elections costs pursuant to this IGA, within forty-five (45) days after the date of each election. The invoice will be based on the level of service.
  - D. Assure that all polling locations (if used) comply with the Americans with Disabilities Act by using the ADA Checklist for Polling Places (2016) published by the U.S. Department of Justice.
3. **City Obligations.** City shall:

- A. Assure that any translations required by the Voting Rights Act are provided.
  - B. Should the election be challenged or questioned for any reason whatsoever, City shall be responsible for defense. 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.
  - C. Within 30 days of the date of the invoice, the City shall reimburse the County, in full, for invoiced costs of election at the rates set forth in Exhibit A.
  - D. The City will, within thirty (30) days of the date of the invoice, pay the Elections Department the actual costs for any changes to ballots incurred by the Elections Department.
  - E. Any amount invoiced by the County that is not paid thirty (30) days from the date of the invoice shall accrue interest at the rate of ten percent (10%) per annum until paid. The City expressly acknowledges and agrees that the payments required to be made hereunder constitute valid, binding obligations and authorized debt of the City.
  - F. Provide the County Elections Department with the final certified copy of any ballot issue for the City election at least 120 days prior to the election, unless a different timeframe is otherwise mutually agreed upon.
  - G. Review and approve the camera-ready ballot formats provided by the Elections Department no more than two (2) business days after receipt. The City must notify the Elections Department, in writing, of any required changes after the ballot format has been approved.
  - H. Be responsible for the preparation and distribution of publicity pamphlets, including, but not limited to, any requisite translation, printing, and mailing.
  - I. Pay any charges for printing of publicity pamphlets by commercial means directly to the commercial vendor providing such services.
  - J. Arrange for and publish any and all notices of each election as required by law.
  - K. Prepare and timely submit any reports required under A.R.S 16-409(B).
4. **Term.** This IGA must be approved and signed by both parties. This IGA shall terminate on December 31, 2025. Any modification or time extension of this IGA shall be by formal written amendment and executed by the parties hereto.
5. **Hold Harmless Clause.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnatee) 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 to any person (including death) or property damage, but only to the extent that such claims

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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.

6. **Compliance with Applicable 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 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 action relating to this IGA shall be brought in an Arizona court in Pima County. Any changes in the governing laws, rules and regulations during the terms of this IGA shall apply but do not require an amendment.
  7. **Non-Discrimination.** Neither party will discriminate against the other party's employee, client or any other individual in any way involved with, the other party, 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. 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 is set forth in full herein.
  8. **Americans With Disabilities Act.** This IGA is subject to 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.
  9. **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.
  10. **Conflict of Interest.** This IGA is subject to the cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
  11. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the County Board of Supervisors or City does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, County or City shall have no further obligation other than for payment for services rendered prior to cancellation.
  12. **Legal Authority.** Neither party warrants to 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.
  13. **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, 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 Worker's Compensation benefits or other fringe benefits of said employees.
  14. **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 County and any City employees, or between the
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City 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) any other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

15. **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.
16. **Resolution of Conflicting Needs.** In the event conflict arises between the County and City over the use of voting equipment, vote tallying equipment, or County elections personnel, County shall have priority but shall make reasonable efforts to reconcile conflicts so that neither party will suffer as a consequence of conflict.
17. **Notice.** Any notice required pursuant to this IGA shall be given to:

**County:**

Jan Leshner  
County Administrator  
130 W. Congress St., 10<sup>th</sup> Floor  
Tucson, AZ 85701  
Phone: (520) 724-8661  
Fax: (520) 724-8171

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

Melissa Manriquez  
Clerk of the Board of Supervisors  
130 W. Congress St., 5<sup>th</sup> Floor  
Tucson, AZ 85701  
Phone: (520) 724-8449  
Fax: (520) 222-0448

**City:**

Suzanne Mesich  
City Clerk  
P.O. Box 27210  
Tucson, AZ 85726  
Phone: (520) 791-4213  
Fax: (520) 791-4017

18. **Termination.** 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 and, if City terminates, City shall pay any and all costs of County incurred up to the date of termination or as a result of termination.

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19. **Immigration.** A.R.S. § 41-4401 prohibits government entities from entering into an agreement with any other 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.
  4. 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.
20. **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.
21. **Entire IGA.** 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 IGA by signing below.


**PIMA COUNTY:**

\_\_\_\_\_  
Chair, Board of Supervisors                      Date

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Supervisors                      Date

**CITY OF TUCSON:**

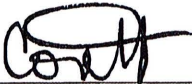
  
\_\_\_\_\_  
Mayor, City of Tucson                      Date  
Regina Romero

**ATTEST:**

  
\_\_\_\_\_  
City Clerk Suzanne Mesich                      Date

Contract No.: CT-EL-24\*067

APPROVED AS TO CONTENT:

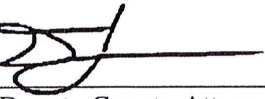
  
\_\_\_\_\_  
Elections Director                      1/7/25  
Date

APPROVED AS TO CONTENT:

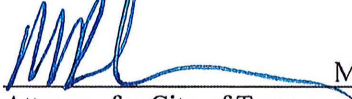
  
\_\_\_\_\_  
City Clerk Suzanne Mesich                      March 18, 2025  
Date

The foregoing Intergovernmental Agreement between the City of Tucson and Pima County 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:

  
\_\_\_\_\_  
Deputy County Attorney                      12/23/24  
Date

CITY OF TUCSON:

  
\_\_\_\_\_  
Attorney for City of Tucson                      March 18, 2025  
Mike Rankin                      Date

# EXHIBIT A

Contract No.: CT-EL-24\*067

## 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

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

### Other Service Fees

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