



Contract Number: CTN-RE-14*180
Effective Date: 5-15-14
Term Date: 12-31-14
Cost: \$72,000. - (est.)
Revenue:
Total: NTE:
Action: 10-1-14
Renewal By:
Term: 12-31-14
Reviewed by: JR

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: 6/3/2014

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Intergovernmental Agreement for provision of election related services for the Town of Oro Valley in support of their Primary Election on August 26, 2014, and their General Election on November 4, 2014, 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 Town of Oro Valley in accordance with Pima County's policy for full cost recovery.

CONTRACT NUMBER (If applicable): CTN 14*180

STAFF RECOMMENDATION(S):

Board approval and adoption of the Intergovernmental Agreement to provide election related services to the Town of Oro Valley for their Primary Election on August 26, 2014, and their General Election on November 4, 2014.

CORPORATE HEADQUARTERS: _____

Page 1 of 2

Ver. 1
Vendor: 1
Pgs. 19

To: CoB- 5.21.14
Agenda 6-3-14
(3)

Procure Dept 05/14/14 PM03:51

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: _____ and/or REVENUE TO PIMA COUNTY: \$ estimate \$12,000.00

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	XX	2		3		4		5		All	
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IMPACT:

IF APPROVED:

Services may be provided to the Town of Oro Valley in support of their Primary Election on August 26, 2014, and their General Election on November 4, 2014, 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.: 740-4356

<p align="center">PIMA COUNTY RECORDER</p> <p align="center">2014 ELECTION SERVICES WITH THE TOWN OF ORO VALLEY</p> <p>ESTIMATED INCOME: \$12,000.00*</p> <p>FUNDING: The Town of Oro Valley</p> <p>* estimated for both elections within this IGA</p>	<table border="1"> <tr> <td align="center">CONTRACT</td> </tr> <tr> <td>NO. <u>CTN-RE-1400000000000000000180</u></td> </tr> <tr> <td>AMENDMENT NO. _____</td> </tr> <tr> <td>This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table> <p align="center">(STAMP HERE)</p>	CONTRACT	NO. <u>CTN-RE-1400000000000000000180</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
CONTRACT					
NO. <u>CTN-RE-1400000000000000000180</u>					
AMENDMENT NO. _____					
This number must appear on all invoices, correspondence and documents pertaining to this contract.					

INTERGOVERNMENTAL AGREEMENT

For Election Services
Among The Town of Oro Valley and Pima County

This Intergovernmental Agreement (IGA) is by and among THE TOWN OF ORO VALLEY OF PIMA COUNTY, ARIZONA, a municipal subdivision 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) and 16-409 will prepare for and conduct two elections: a Primary Election to be held on August 26, 2014 ; and a General Election to be held on November 4, 2014 if necessary for members of its common council.
2. A.R.S. §§16-205(C), 16-172, 11-251(3), 16-450, and 16-405 *et seq.* authorize the County to perform services for any political subdivision regarding elections.
3. A.R.S. §16-172 authorizes any political subdivision conducting elections to utilize the County registration rolls upon reimbursement to the Recorder for actual expenses in furnishing voter registration data to the subdivision.
4. A.R.S. §16-408(D) permits the governing body of any election district authorized to conduct an election to enter into an Agreement with the Board of Supervisors and Recorder for election services, with the contracted cost being a charge against the election district.
5. The parties are authorized to enter into an intergovernmental agreement pursuant to A.R.S. §11-952 *et seq.*
6. The 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 August 26, 2014 and a General Election to be held on November 4, 2014 for members of its common council.
7. 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 elections called for August 26, 2014 and November 4, 2014.

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 the August 26, 2014 and November 4, 2014 elections to be held by the TOWN of Oro Valley.

ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

The term of this IGA shall be from May 15, 2014 through completion of all obligations and activities associated with the August 26, 2014 and November 4, 2014 elections contemplated by this IGA, provided that the term shall continue through final resolution of any legal challenge to the election. 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 TOWN with Election services in accordance with the following:

County Recorder Services: The Recorder shall:

- (1) For the Primary election on August 26, 2014 all Oro Valley voters who are members of a recognized political party and are on the Permanent Early Voting List (PEVL) will receive a normal primary ballot that will include all of the Oro Valley candidates.
- (2) For the Primary election on August 26, 2014 all Oro Valley voters who are not affiliated with one of the recognized political parties and are on the PEVL will have the option of choosing one of the following:
 - a. any of the partisan ballots that will include all of the Oro Valley candidates.
 - b. a ballot that will have ONLY the Oro Valley candidates on it.
- (3) All non-affiliated PEVL voters from Oro Valley will receive a special 90-day notice letting them know their options for the Primary election.
- (4) Provide Deputy County Recorders for team early voting when necessary for Oro Valley ONLY voters during the Primary election on August 26, 2014 and 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 120 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 will only apply to any Primary Election ballots provided to unaffiliated Oro Valley Voters who request an Oro Valley ONLY ballot:
 - a. Permanent Early Voting List (PEVL) Ballots \$3.00 each
 - b. Early Ballot Signature verification \$0.75 each
 - c. Replacement Ballots – satellite locations \$1.50 each
 - d. Replacement Ballots – By Mail \$3.00 each
 - e. Provisional Ballots \$16.00 each
 - f. Conditional Provisional Ballots \$5.00 each
 - g. Team Voting \$60.00 per request
- (2) Consolidated Election Participation Fee –
per active voter for each election \$0.075 each
- (3) Voter Registration Maintenance Fee- for each election
 - Per Active Voter \$0.025
 - Per Inactive Voter \$0.025
- (4) Computer programming as required for additional voter data at \$50.00 per hour, one hour minimum.
- (5) Any other costs associated with services provided for the conduct of the Election(s), as set forth in Pima County Fee Ordinance 2011-44, which is attached hereto as Exhibit A.
- (6) Invoices not paid within 30 days of billing date will accrue interest at the rate of 10% per annum.

ARTICLE IV – INSURANCE

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

ARTICLE V - INDEMNIFICATION

Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") 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 - 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 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 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 or the Oro Valley 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

F. Ann Rodriguez
Pima County Recorder
115 N Church Avenue
Tucson, AZ 85701
(520) 724-4356
Fax: (520) 623-1785

TOWN OF ORO VALLEY

Julie Bower,
Town Clerk
11000 N La Cañada Drive
Oro Valley, AZ 85737
(520) 229-4740
Fax: (520) 297-0428

Tobin Sidles, Esq.
Legal Services Director
11000 N La Cañada Drive
Oro Valley, AZ 85737
(520) 229-4761
Fax: (520) 229-4774

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

ARTICLE XIX – LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

(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 _____ day of _____, 2014.

TOWN OF ORO VALLEY

By: _____

Mayor

PIMA COUNTY BOARD OF
SUPERVISORS

By: _____

Chair

ATTEST:

By: _____

Town Clerk

ATTEST:

By: _____

Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:

By: _____

F. Ann Rodriguez, Pima County Recorder

The foregoing Intergovernmental Agreement between The Town of Oro Valley, 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

Deputy County Attorney
DANIEL JURKOWITZ

Town of Oro Valley

Legal Services Director for the Town of
Oro Valley

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.

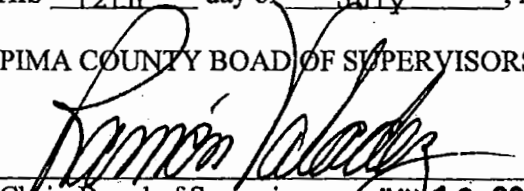
SECTION 3: This Ordinance shall take effect thirty (30) days from the date of adoption.

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.

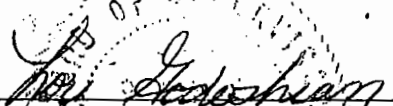
PASSED AND ADOPTED THIS 12th day of July, 2011.

PIMA COUNTY BOARD OF SUPERVISORS


Chair, Board of Supervisors **JUL 12 2011**

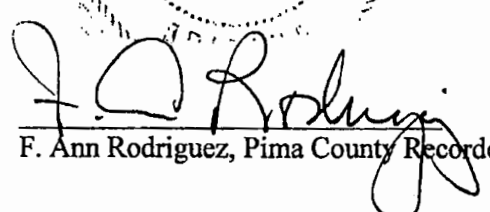
ATTEST:

APPROVED AS TO FORM:


Lori Gedoshian, 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

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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

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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

PIMA COUNTY RECORDER'S CHARGES

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

POLLING PLACE ELECTIONS

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

PIMA COUNTY RECORDER'S CHARGES

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

ALL BALLOT-BY-MAIL ELECTIONS

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

RESOLUTION NO. (R)14-28

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND PIMA COUNTY FOR ELECTION SERVICES TO BE EFFECTIVE MAY 15, 2014 THROUGH COMPLETION OF ALL OBLIGATIONS AND ACTIVITIES CONTEMPLATED BY THIS INTERGOVERNMENTAL AGREEMENT, PROVIDED THAT THE TERM SHALL CONTINUE THROUGH FINAL RESOLUTION OF ANY LEGAL CHALLENGE TO THE ELECTION

WHEREAS, the Town of Oro Valley, pursuant to Arizona Revised Statutes (A.R.S.) § 11-952, is authorized to enter into or renew agreements for joint and cooperative action with other public agencies; and

WHEREAS, Pima County is authorized under A.R.S. §§ 16-205(C), 16-409, 16-450, 11-251(3), 11-951, *et. seq.* to perform services regarding elections; and

WHEREAS, pursuant to A.R.S. Title 9, Title 11 and Title 16, the Town of Oro Valley, Arizona is allowed to call for Elections; and

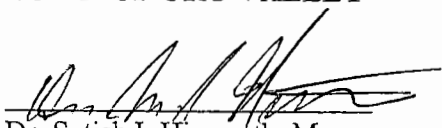
WHEREAS, Pima County and the Town of Oro Valley have determined that the use of the services of the Division of Elections is in the public interest and that Pima County agrees to provide said services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA:

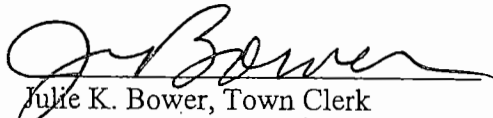
1. That the Intergovernmental Agreement between the Town of Oro Valley and Pima County for Election Services, attached hereto as Exhibit "A", is hereby approved.
2. That the Mayor of the Town of Oro Valley and other administrative officials are hereby authorized to take such steps as necessary to execute and implement the terms of the Intergovernmental Agreement.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 7th day of May, 2014.

TOWN OF ORO VALLEY

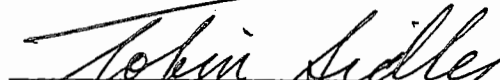

Dr. Satish I. Hiremath, Mayor

ATTEST:


Julie K. Bower, Town Clerk

Date: 5/8/14

APPROVED AS TO FORM:


Tobin Sidles, Legal Services Director

Date: 5/8/14

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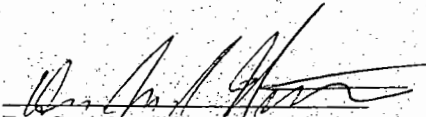
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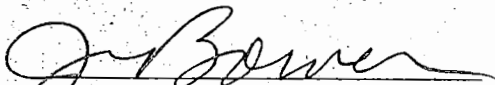
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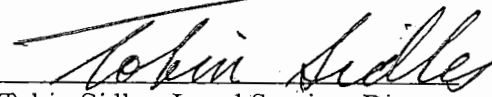

Dr. Satish I. Hiremath, Mayor

ATTEST:


Julie K. Bower, Town Clerk

Date: 5/8/14

APPROVED AS TO FORM:


Tobin Sidles, Legal Services Director

Date: 5/8/14