



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 07/25/2023

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

City of Tucson

***Project Title/Description:**

IGA between the Pima County Recorder's Office and the City of Tucson for Election Services (2023 – 2025 Election Cycles)

***Purpose:**

The purpose of this IGA is to provide election services to the City of Tucson during the Fall 2023 Election Cycle through the 2025 Election Cycle. In addition to the scheduled Primary and General Elections for the City of Tucson, this IGA also covers any special election called by the Tucson City Council.

***Procurement Method:**

This IGA is a non-procurement contract and is not subject to Pima County's Procurement Rules.

***Program Goals/Predicted Outcomes:**

Successful completion of the City of Tucson Special Election as authorized by ARS §11-251(3); §11-951 et al, §16-172, §16-205 (C); §16-405; §16-409; and §16-450.

***Public Benefit:**

Conducting the election in a consistent and transparent manner ensures the integrity of the electoral process thus creating a sense of faith among the voting public that their voice is heard.

***Metrics Available to Measure Performance:**

For each election called, the Recorder's Office will provide signature verification services for all returned mailed ballots sent by the City of Tucson Clerk's Office. The Pima County Recorder's Office will also provide its Downtown Office, its Eastside location, and its Ballot Processing Center as designated ballot drop-off locations for City of Tucson Voters.

For City of Tucson Elections consolidated with Pima County, the Recorder's Office will provide full early voting and election services commensurate with the scope of the election called by the City of Tucson. Fees for services provided will be billed based on the Pima County Recorder's Office Fee Schedule approved by Pima County Ordinance No. 2022-3.

***Retroactive:**

The IGA is retroactive to June 1, 2023, as the Pima County Recorder's Office is already providing signature verification services to the City of Tucson for their August 2023 Primary Election. The Tucson City Council is scheduled to hear and approve this IGA at its July 18, 2023 Council Meeting.

TO: COB 7-11-2023 (2)
VER: 1
PGS: 13

JUL 11 23 AM 10:58 PD

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: CTN Department Code: RE Contract Number (i.e., 15-123): CTN 24*001
 Commencement Date: 06/01/2023 Termination Date: 12/31/2025 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☒ Revenue Amount: \$ 100,000.00

***Funding Source(s) required:** none

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: Hilary H. Hiser, Chief Deputy Recorder

Department: Recorder

Telephone: 520-724-4340

Department Director Signature: Gabrielle C. Kelly Date: _____

Deputy County Administrator Signature: _____ Date: _____

County Administrator Signature: _____ Date: 7/10/2023

PIMA COUNTY CONTRACT	
NO. <u>CTN 24000000000000000001</u>	AMENDMENT NO. _____
This number must appear on all invoices, correspondence, and documents pertaining to this contract.	

INTERGOVERNMENTAL AGREEMENT

For Election Services
Between 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 ("the CITY") 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 CITY, pursuant to A.R.S. § 9-231(A), will prepare for and conduct a Primary Election to be held on August 1, 2023, and a General Election on November 7, 2023.
2. A.R.S. §§ 11-251(3), 16-172, 16-205(C), 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 CITY desires to utilize the Pima County registration rolls and other election-related services provided by the Recorder for both Elections. The elections will be conducted as a ballot by mail election.
7. The CITY, the County and the Recorder have determined that it is in the best interest of the public for the CITY to use the services of the Recorder in conducting these elections.

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 1, 2023, and any elections to be held thereafter by the City of Tucson through December 31, 2025.

ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

The term of this IGA shall be from June 1, 2023, through completion of all obligations and activities associated with the elections contemplated by this IGA, provided that the term shall continue through final resolution of any legal challenge to the election. Completion of this Agreement is anticipated to be not later than December 31, 2025. 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:

RECORDER Obligations: The Recorder shall:

- (1) Provide, in electronic format, lists of eligible voters for the City of Tucson election on the following dates:

2023 Primary Election:

- **June 9, 2023**, the Recorder will provide the initial data file to the CITY.
- **June 14, 2023**, 48 days prior to Election Day, the RECORDER will provide an electronic list of qualified City of Tucson Military and Overseas voters that have opted to receive their ballot by mail.
- **July 3, 2023**, Voter Registration Cutoff, the RECORDER will send the active voter registration records for the City of Tucson voters eligible for the Primary election through the NCOA database. The file will be sent to Alphagraphics and the CITY will be billed directly by Alphagraphics for the service. The RECORDER will provide a separate list of the eligible City of Tucson voters who have been identified as having moved in the NCOA check before the start of early voting on July 5, 2023.
- Supplemental data to be received by the CITY on **July 6, 2023, July 13, 2023, and July 20, 2023**. This file will include only voters who have made changes to their records since the last full file was generated.

2023 General Election:

- **September 15, 2023**, the RECORDER will provide the initial data file to the CITY.
- **September 20, 2023**, 48 days prior to Election Day, the Recorder will provide an electronic list of qualified City of Tucson Military and Overseas voters that have opted to receive their ballot by mail.
- **September 23, 2023**, 48 days prior to Election Day, the RECORDER will provide an electronic list of qualified City of Tucson Military and Overseas voters that have opted to receive their ballot by mail.
- **October 9, 2023**, Voter Registration Cutoff, the RECORDER will send the active voter registration records for the City of Tucson voters eligible for the Primary election through the NCOA database. The file will be sent to Alphagraphics and the CITY will be billed directly by Alphagraphics for the service. The RECORDER will provide a separate list of the eligible City of Tucson voters who have been identified as having moved in the NCOA check before the start of early voting on October 11, 2023.
- Supplemental data to be received by the CITY weekly on **October 12, 2023, October 19, 2023, and October 26, 2023**. This file will include only voters who have made changes to their records since the last full file was generated.

2024 & 2025 Election Dates -- to be determined at a later date and via an amendment to this Agreement.

- (2) Provide a new password to the CITY for the secure website link for data transmission between the CITY and County.
- (3) The Recorder will use the PDF ballot images and ballot affidavits only for the electronic transmission of ballots to qualified Military/Overseas voters by fax and email and to any eligible City of Tucson voter who is a participant in the Arizona Confidential Address Program.
- (4) Conduct signature verification processes for all voted ballots requested by the City Clerk's Office.
- (5) Transmit and receive ballots electronically for any City of Tucson voter eligible to vote in the election who is a voter qualified under the Uniformed and Overseas Citizen Absentee Voting Act. Ballots will be transmitted by the deadline required by the MOVE act (not less than 45 days prior to Election Day). A list of ballots provided electronically will be provided as soon as possible after the ballots are sent and ongoing as new FPCAs are received.
- (6) The Recorder will continue to transmit ballots electronically to any qualified Military/Overseas voter eligible to vote in the City of Tucson elections up to 7:00 p.m. on Election Day.

- (7) Upon receipt of a voted ballot received electronically from a military or overseas voter, the electronic ballot will be printed on regular paper and immediately be sealed in a City ballot affidavit envelope. The electronically received signed affidavit will be taped to the outside of the envelope. The Recorder's staff will conduct signature verification on the signed affidavit in the same fashion as any other voted mailed ballot. Once the signature has been verified, the electronic ballot will be transferred to the City Clerk with the next batch of mailed ballots processed by the Recorder. To the extent possible, the Recorder's Office will provide a separate turnover inventory report listing the military and overseas ballots received electronically.
- (8) The Recorder's Office will mail ballots to City voters who are participants in the Arizona Confidential Address Program (ACP). Ballots will be mailed in County early ballot envelope packages and will be returned to the Recorder's Office. The Recorder's office will provide a list of names of ACP voters, redacting any address information prior to ballots being turned over to the City.
- (9) If Recorder staff is unable to confirm a signature on a ballot affidavit envelope, Recorder staff will attempt to contact the voter by phone and/or by text or email message. If no contact is made directly with the voter, a letter will be sent by the Recorder. Per A.R.S. § 16-550(A) voters have until Friday, August 4, 2023, for the Primary Election and Friday, November 10, 2023, for the General Election to confirm their signature. Letters will be mailed out through the day after Election Day at 5:00 pm.

The Recorder staff will complete a "problem" ballot tracking form and provide a copy to City Clerk staff. If the tracking form is updated, an additional copy showing the updated information will be provided to the City Clerk staff. Copies of these tracking forms will only be used to keep track of the status of each ballot when the ballots are secured at the Recorder's facility. The Recorder will maintain control over these ballots until the problem is either resolved or the ballot disqualified.

Any ballot that is not validated by Recorder's Office staff will be handed over to the City Clerk and returned to the City Clerk's Election facility for proper handling at the time it is considered not validated.
- (10) The Recorder's main office at 240 N. Stone, First Floor, the Recorder's Eastside Office at 6920 E Broadway, Suite D, and the Ballot Processing Center at 6550 S. Country Club Road will be official ballot drop off locations where City of Tucson voters will be able to drop off their voted ballots. The City will include the Recorder's Offices on its list of official drop-off locations. The City will provide a locked ballot box where voters' ballots will be placed.

In addition, any ballots received in the mail by the Recorder's Office will be directly deposited into the City's ballot drop box. The City will send a daily courier to pick up those ballots. The Recorder's Office will not have a key for the ballot box, as it will be accessible only to City employees. The Recorder and her employees are designated by the CITY as election officials under A.R.S. § 16-1005(E).
- (11) Process any Provisional or Conditional Provisional Ballot as provided by the City Clerk's Office within statutory deadlines.
- (12) Provide secured storage facilities for CITY ballots at the Recorder's Early Ballot Processing Center located at 6550 S. Country Club Road.
- (13) Prepare and deliver a single invoice to the CITY no later than 35 days after the final election date and/or canvass of the vote whichever comes first, containing a detailed breakdown of all Recorder costs for these elections.

CITY Obligations. The 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 PDF files of all ballot styles to the Recorder's office no later than 50 days prior to the election (by June 12, 2023, for the Primary Election and by September 18, 2023, for the General Election) along with a PDF version of the City's affidavit and not less than 100 City ballot affidavit envelopes. The PDF version of the ballots and affidavit will be uploaded through the Recorder's secure website link, or they may be provided on a CD. This information will only be used for the transmission of Military and Overseas

voters and the ACP protected voters.

- (4) The City Clerk will mail ballots to any qualified military and overseas voter eligible to vote in the City elections who did not select an electronic method of ballot transmission. The City Clerk will provide information to Military and Overseas voters on the procedures to return their ballot by email or fax, in the event the voter decides to return their ballot electronically to the Recorder.
- (5) Provide data lists of all City of Tucson voters who were sent ballots in the election in sufficient time to allow the Recorder's Office to conduct signature validation procedures. A list of military and overseas voters who were mailed a ballot should be provided as soon as those ballots are mailed, and another list of all other ballots mailed will be provided as soon as possible after each mailing.
- (6) CITY will compare the lists provided on July 6, 2023, July 13, 2023 and July 20, 2023, to determine which voters are new or have changed their name, address, or political party. This same comparison will be done on lists provided on October 12, 2023, October 19, 2023 and October 26, 2023.
- (7) Transmit all data necessary between the CITY and its printing vendor. The Recorder will not transmit data to the CITY's vendor except as stated above for the NCOA comparison.
- (8) The City Clerk will process all mail ballot requests for the group known as "Others" (those voters not registered as Democrat, Republican, or Libertarian members) voters in the Primary Election.
- (9) The City Clerk will process all requests for replacement ballots by mail, including those for the "Others" (those voters not registered as Democrat, Republican, or Libertarian members). Any voter who contacts the Recorder seeking a replacement ballot will be referred to the City Clerk for all further processing.
- (10) The City Clerk will handle transmission of ballot data to candidates and political parties including both mailed and returned data.
- (11) 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.
- (12) Recorder's Office staff will prepare invoices detailing the charges for services provided. 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.
- (13) 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.
- (14) 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, CITY will pay the Pima County Recorder:

- 1) \$.75 for each mailed ballot provided to the Recorder's Office for signature verification.
- 2) \$500.00 for each election for the various data lists provided by the Recorder's Office.
- 3) \$100.00 for each Supplemental (weekly) list provided by the Recorder's Office.
- 4) \$6.00 each for processing problem signature ballots.
- 5) Computer programming as required for additional voter data at \$50.00 per hour, one hour minimum.
- 6) \$.50 each for all copies made at the Ballot Processing Center for the City.
- 7) Any other costs associated with services provided for the conduct of the Election(s), as set forth in Pima County Fee Ordinance 2022-3 which is attached hereto as Exhibit A.
- 8) Invoices not paid within 30 days of billing date will accrue interest at the rate of 10% per annum.

ARTICLE IV – CONSOLIDATION OF ELECTION OPTION

If the CITY chooses to consolidate their election with Pima County due to the occurrence of another jurisdictional election(s) scheduled at the same as a City election, and whose jurisdictional boundaries overlap the boundaries of the City of Tucson, the CITY will send written notice to the Pima County Recorder within 30 days of the final decision to consolidate a specific election. The notice shall state if the City wants to consolidate as an ALL BALLOT BY MAIL Election or as A POLLING PLACE ELECTION as identified in the Pima County Recorder's Office Fee Schedule.

The Recorder will provide election services commensurate with the consolidated election type noticed by the City. Charges for services will reflect the scope of consolidated election type and its corresponding functions which will include, but are not limited to, the mailing of early ballots to eligible voters, the costs for replacement ballots printed and/or sent, as well as a consolidated election participation fee based on active voters. See Exhibit A for full pricing for a consolidated election.

With the consolidation of a CITY election with Pima County, the CITY shall allow the Recorder use of any previously advertised ballot drop-off or ballot replacement site listed on the City Clerk's website for the consolidated election. The CITY shall work with the Recorder to set-up a ballot replacement site at the Tucson City Clerk Elections Center at 800 E. 12 Street during early voting period through election day.

ARTICLE V - 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 VI -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") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.

ARTICLE VII – COMPLIANCE WITH LAWS

The parties shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes. Any action relating to this Agreement will be brought in a court in Pima County.

ARTICLE VIII – WORKER'S COMPENSATION

Each party shall comply with the notice of A.R.S. § 23-1022(E). For the purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.

ARTICLE IX- 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 the COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE X – NON-DISCRIMINATION

The CITY 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 CITY shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this Agreement by reference.

ARTICLE XI – 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 XII – AUTHORITY TO CONTRACT

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. In the event of such order, neither the County, nor the County Recorder shall have any further obligation to the CITY. CITY shall be liable for any costs already incurred by the County or the County Recorder at the time of the order.

ARTICLE XIII – 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 XIV – CANCELLATION FOR CONFLICT OF INTEREST

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

ARTICLE XV - 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 Tucson City 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 CITY. In the event that the CITY cancels, the CITY 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 XVI - 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:	Gabriella Cázares-Kelly Pima County Recorder 240 N. Stone Avenue Tucson, AZ 85701 (520) 724-4350 Fax: (520) 623-1785	CITY OF TUCSON:	Suzanne Mesich, City Clerk 800 E. 12 th Street Tucson, AZ 85719 (520) 791-4213 Fax: (520) 791-2639
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ARTICLE XVII – 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 XVIII – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

ARTICLE XIX – SEVERABILITY

If any provision of this Agreement, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or application of this Agreement that can be given effect without the invalid provision or application.

ARTICLE XX – LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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ARTICLE XXI – ENTIRE AGREEMENT

This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded, and merged herein. This IGA shall not be modified, amended, altered, or extended except through a written amendment signed by the parties.

ARTICLE XXII – COUNTERPARTS

This IGA may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on this day of _____, 2023.

CITY OF TUCSON

PIMA COUNTY BOARD OF SUPERVISORS

By: _____

By: _____

Regina Romero, Mayor

Adelita Grijalva, Chair

ATTEST:

ATTEST:

By: _____

By: _____

Suzanne Mesich, City Clerk

Melissa Manriquez, Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:

By: _____



Gabriella Cázares-Kelly, 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.

CITY OF TUCSON

PIMA COUNTY AND PIMA COUNTY RECORDER

By: _____

By: _____

Mike Rankin, City Attorney

Daniel Jurkowitz, Deputy County Attorney

EXHIBIT A

GABRIELLA CÁZARES-KELLY, RECORDER

Recorded By: EYC

DEPUTY RECORDER

5013



SEQUENCE :

20220810577

NO. PAGES :

5

03/22/2022

14:51:17

P0230

PIMA CO CLERK OF THE BOARD

PICKUP

ORDINANCE NO. 2022- 3

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.

The Board of Supervisors of Pima County Arizona finds that:

1. 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,
2. 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,
3. 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:

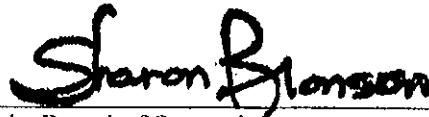
SEE EXHIBIT A ATTACHMENT

SECTION 3: This Ordinance shall take effect thirty 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 15th DAY OF March, 2022.

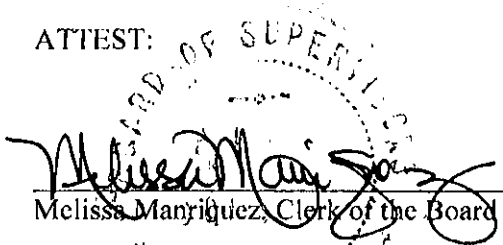
PIMA COUNTY BOARD OF SUPERVISORS



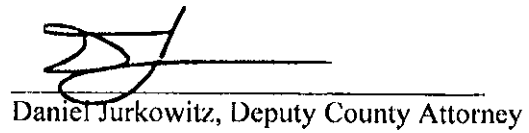
Chair, Board of Supervisors

MAR 15 2022

ATTEST:


Melissa Manriquez, Clerk of the Board

APPROVED AS TO FORM:


Daniel Jurkowitz, Deputy County Attorney

REVIEWED BY:

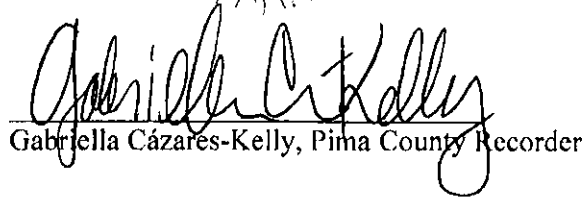

Gabriella Cázares-Kelly, Pima County Recorder

Exhibit A

Public Service Center Building
240 N. Stone Ave., 1st Floor
Tucson, AZ 85701

Doc. Recording: (520) 724-4350
Voter Registration: (520) 724-4330



Mailing Address:
PO Box 3145
Tucson, AZ 85702-3145
Social: @PimaRecorder
Web: recorder.pima.gov

GABRIELLA CÁZARES-KELLY, Recorder

PIMA COUNTY RECORDER'S OFFICE FEE SCHEDULE

ELECTION COSTS

For Conducting Jurisdictional Elections (i.e., Cities, Towns, School Districts, Fire Districts, etc.)

POLLING PLACE ELECTIONS

Early Ballot Processing	\$5.75 each★
Permanent Early Voting List (PEVL) Ballots	\$3.00 each★
Early Ballot Signature Verification	\$0.75 per signature
Replacement Ballots – Satellite Location	\$2.00 each
Replacement Ballots – By Mail	\$3.00 each
Problem Ballots Processing & Follow-Up	\$6.00 each
Signature Roster Printing (per precinct)	\$25.00 each
Provisional Ballots	\$16.00 each
Conditional Provisional Ballots	\$6.00 each
Regular Hours	\$20.85 per hour
Overtime Hours	\$31.27 per hour
Remote Site Computer linked	\$400.00 flat fee
Remote Site Not computer linked	\$200.00 flat fee

ALL BALLOT-BY-MAIL ELECTIONS

Mailing of Ballots to Every Active Voter	\$2.30 each★
Replacement Ballots – Satellite Location	\$2.00 each
Replacement Ballots – By Mail	\$3.00 each
Problem Ballots Processing & Follow-Up	\$6.00 each
Signature Verification	\$0.75 per signature

OTHER APPLICABLE ELECTION FEES

Voter Registration Maintenance Fee for Active and Inactive Voters	\$0.05 per voter
Consolidated Election Participation Fee for Active Voters	\$0.10 per voter◆◆
Team Voting	\$60.00 per request➤
Special Inserts:	
• Single Page – 8 ½ x 4 ½ (20 lb. paper minimum)	\$ 0.02 per ballot

PIMA COUNTY RECORDER'S OFFICE ADOPTED FEE SCHEDULE

OTHER APPLICABLE ELECTION FEES CONT.

- Multiple pages or larger than 8 ½ x 4 ½ \$0.05 per ballot
(May result in additional postage cost for mailed ballot package due to increased weight)
- PLUS actual cost for insert printing by vendor

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

- ★ Includes postage fees for both the mailing of the ballot package and the return mail of the voted ballot. If postage rate hikes imposed by the United States Postal Service go into effect after the approved date of this Ordinance and Fee Schedule it may result in a fee increase in the same amount.
- ◆◆ Consolidated Election Participation Fee for Early Ballots include: mailing of the 90-day notification of elections, maintenance fee of the Active Early Voting List (AEVL), National Change of Address (NCOA) returned mail notifications.
- 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)	\$25.00 Per Hour

VOTER REGISTRATION DATA

The fee for a copy of the voter data provided to political parties is set in A.R.S. §16-168(E).

STANDARD FEE FOR DATA REQUESTS ONLY per A.R.S. §16-168(E)

<u>Record Size</u>	<u>Assessed Per Record</u>
For 1-124,999 records	\$93.75 + \$0.0005
For 125,000 – 249,999 records	\$156.25 + \$0.000375
For 250,000 – 499,999 records	\$203.13 + \$0.00025
For 500,000 -999,999 records	\$265.63 + \$0.000125
For 1,000,000 or more records	\$328.13 + \$0.0000625

Computer Programming for Voter Data Reports outside standard report request types;
Such as Voting History over 4 years & Voter Change History, etc.
1 hour minimum

Paper Copy	\$50.00 per hour
Digital Copy	\$0.25 per sheet
Certification of Voter Registration	\$0.25 per document
	\$10.00 per certification

**PIMA COUNTY RECORDER'S OFFICE
ADOPTED FEE SCHEDULE**

RECORDER'S SUBSCRIPTION FEES & ADDITIONAL SERVICES

Bulk Purchases of Current Daily Images and Data

Bulk Subscription provides ability to access and download daily images of recorded documents on the Pima County Recorder's secure web site. The bulk purchase subscription includes one download at the end of the calendar year of all the Special Indexing Project documents added to the repository.

New Account non-refundable set-up fee	\$50.00 one-time
Maintenance fee	\$500.00 annual

One Time Bulk Purchases of Historical Images and Data

A bulk purchase of all the indexed historical document images available at the time of request.

One-Time Bulk Purchase	\$8,000.00 one-time Plus cost of storage device
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Web Subscriber Services

Web subscription provides ability to access and download images of recorded documents, one at a time, from the Pima County Recorder's office secure web site.

New Account non-refundable set-up fee	\$50.00 one-time
New Account pre-paid balance starting fee	\$50.00 applied at set-up
Web access to individual document images	\$0.24 per document
Web access to individual map images	\$0.24 per image

Additional fees for Recorded Documents & Maps

Paper Copy – 8 1/2 x 11	\$0.25 per sheet
Paper Copy – 11 x 17	\$0.50 per sheet
Digital Copy	\$0.25 per document
Certified Copy (regardless of size or format)*	\$1.00 per sheet
Certificate with Seal attached to certified copies*	\$3.00 per certificate
Fee to return documents improperly submitted for recordation	\$5.00 per document
Mail Processing Fee	\$1.00 per document
Credit and debit card convenience fee for on-line purchases	2% per transaction

*Fees established by A.R.S. §11-475(A)(3). For costs to government agencies requiring certified copies, see A.R.S. §11-475(C), fees generally calculated as one-half of the fee established in A.R.S. §11-475(A)(3).