



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 07/01/2025

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

City of South Tucson

***Project Title/Description:**

IGA between the Pima County Recorder's Office and the City of South Tucson for Election Services for 2025 City of South Tucson Recall Election.

***Purpose:**

The purpose of this IGA is to provide election services to the City of South Tucson during the 2025 City of South Tucson Recall Election

***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 City of South Tucson scheduled elections 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:**

Completed elections conducted in a consistent and transparent manner ensuring the integrity of the electoral process.

***Metrics Available to Measure Performance:**

For each election called, the Pima County Recorder's Office will mail 90 day notices to registered City of South Tucson voters offering CITY ONLY MAIL ballots for unaffiliated voters. The office will also provide City of South Tucson voters mail ballots as requested, will signature verify all voted/returned ballot affidavits, and will provide any additional early election related services as outlined in the IGA.

***Retroactive:**

NO

TO: COB, 6-12-25(1)
vers: 0
pgs: 6

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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: RE Contract Number (i.e., 15-123): CT2500000037
Commencement Date: 07/09/2025 Termination Date: 08/08/2025 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☒ Revenue Amount: \$ 12,000.00

*Funding Source(s) required: N/A

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

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 Grimaldo

Department: Recorder

Telephone: 724-4223

Department Director Signature: _____

Date: 6/10/2025

Deputy County Administrator Signature: _____

Date: _____

County Administrator Signature: _____

Date: 6/10/2025

PIMA COUNTY CONTRACT	
NO. _____	AMENDMENT NO. _____
This number must appear on all invoices, correspondence, and documents pertaining to this contract.	

INTERGOVERNMENTAL AGREEMENT

Between
The City of South Tucson and Pima County
For Election Services

This Intergovernmental Agreement (IGA) is by and among THE CITY OF SOUTH 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").

R E C I T A L S

1. The City, pursuant to A.R.S. § 16-409, will prepare for and conduct a mail ballot recall election on August 5, 2025.
2. A.R.S. §§ 11-251(3), 16-172, 16-205(C), 16-405 *et seq.*, 16-450, 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. The parties are authorized to enter into an intergovernmental agreement pursuant to A.R.S. § 11-952 *et seq.*
5. The CITY desires to utilize the Pima County registration rolls and other election-related services provided by the Recorder for the Recall Election to be held on August 5, 2025.
6. 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 the elections called for August 5, 2025.

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 5, 2025 election to be held by the CITY of South Tucson.

ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

The term of this IGA shall be from on execution on this agreement through completion of all obligations and activities associated with the August 5, 2025 election 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 CITY with Election services in accordance with the following:

County Recorder Services: The Recorder shall:

- (1) Mail ballots on July 9, 2025 for the August 5, 2025 Recall Election to all actively registered voters within the CITY in compliance with A.R.S. §§ 16-409 and 16-558.01. Any materials to be included with the mailed ballots shall be provided to the Recorder's office no later than June 6, 2025 for the August 5, 2025 Recall Election.
- (2) Provide replacement ballots as required after July 9, 2025 for the August 5, 2025 Recall Election until 7:00 p.m. on the actual election day, pursuant to the provisions of A.R.S. §§ 16-409 and 16-558.02.
- (3) Provide Deputy County Recorders for team early voting when necessary and give the CITY notice of each request for team early voting.
- (4) Prepare and deliver a single invoice to the CITY no later than 21 days after the final election date, containing a detailed breakdown of all Recorder costs for these elections.

CITY Obligations: CITY shall:

- (1) 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 CITY 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 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.
- (4) 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.
- (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 CITY 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, CITY will pay the balance due to the Pima County Recorder:

- (1) The following charges will apply to all Recall Election ballots provided:
 - a. Mailing of Ballots to Every Active Voter \$2.30 each
 - b. Replacement Ballots – Satellite Location \$2.00 each
 - c. Replacement Ballots – By Mail \$3.00 each
 - d. Problem Ballots Processing & Follow-Up \$6.00 each
 - e. Signature Verification \$0.75 per signature
- (2) Consolidated Election Participation Fee –
Per active voter for each election \$0.10 each
- (3) Voter Registration Maintenance Fee- for each election
Per Active Voter \$0.05 each
Per Inactive Voter \$0.05 each
- (4) Computer programming as required for additional voter data at \$50.00 per hour, one hour minimum.
- (5) Any other costs associated with services provided for the conduct of the Election(s), as set forth in Pima County Fee Ordinance 2016-10 which is attached hereto as Exhibit A, or subsequent ordinances amending the Pima County Recorder's Office fee schedule.
- (6) Invoices not paid within 30 days of billing date will accrue interest at the rate of 10% per annum.

ARTICLE IV – INSURANCE

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 CITY shall not assign its rights to this Agreement, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE IX - NON-DISCRIMINATION

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

ARTICLE X - AMERICANS WITH DISABILITIES ACT

The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 C.F.R. Parts 35 and 36.

ARTICLE XI - AUTHORITY TO CONTRACT

No party warrants to any other party its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that any party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by any party against the other for lack of performance or otherwise.

ARTICLE XII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE XIII - CANCELLATION FOR CONFLICT OF INTEREST

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

ARTICLE XIV – TERMINATION FOR CONVENIENCE

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the County Board of Supervisors or the South 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 XV - NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

PIMA COUNTY

Gabriella Cazàres-Kelly
Pima County Recorder
240 N Stone Avenue
Tucson, AZ 85701
(520) 724-4356
Fax: (520) 623-1785

CITY OF SOUTH TUCSON

Veronica Moreno
City Clerk
1601 South 6th Avenue
South Tucson, AZ 85713
(520) 792-2424 Ext 312
Fax: (520) 628-9619

ARTICLE XVI – NO THIRD PARTY BENEFICIARIES OR JOINT VENTURE

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA, or affect the legal liability of any party to the IGA by imposing any standard of care different from the standard of care imposed by law.

This IGA is not intended to, and this IGA shall not be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County or Recorder and any CITY employees, or between the CITY and any County employees. No party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of any other party, including (without limitation) any other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

ARTICLE XVII - REMEDIES

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

ARTICLE XVIII - SEVERABILITY

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

ARTICLE XIX – LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

ARTICLE XX - ENTIRE AGREEMENT

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

ARTICLE XXI - ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on this _____ day of _____, 2025.

CITY OF SOUTH TUCSON

PIMA COUNTY BOARD OF
SUPERVISORS

By: _____
Roxanna Valenzuela, Mayor

By: _____
Rex Scott, Chair

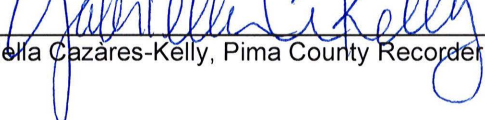
ATTEST:

ATTEST:

By: _____
Veronica Moreno, City Clerk

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

APPROVED AS TO CONTENT:

By:  _____
Gabriella Cazares-Kelly, Pima County Recorder

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

Pima County and Pima County Recorder

City of South Tucson



Daniel Jurkowitz
Deputy County Attorney

Legal Services Director for the City of
South Tucson