

COB - BOSAIR FORM

12/11/2025 10:07 AM (MST)

Submitted by Vanessa.Grimaldo@recorder.pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: CT RE CT2500000086

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 01/06/2026

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: Regional Transportation Authority

Project Title / Description: IGA between the Pima County Recorder's Office and the Regional Transportation Authority for Election Services

Purpose: The purpose of this IGA is to provide election services to the Regional Transportation Authority during the all by mail 2026 Regional Transportation Authority Special Election held on March 10, 2026.

Procurement Method: IGAs: This IGA is a non Procurement contract and not subject to Procurement rules.

Procurement Method Additional Info: This IGA is a non-Procurement contract and not subject to Procurement rules

Program Goals/Predicted Outcomes: Successful completion of the 2026 Regional Transportation Authority 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 and Impact: 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.

Budget Pillar • N/A

Support of Prosperity Initiative: • N/A

Provide information that explains how this activity supports the N/A

selected Prosperity Initiatives

Metrics Available to Measure Performance:

For the 2026 Regional Transportation Authority Special Election 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 Regional Transportation Authority. 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:

NO

Contract / Award Information

Record Number: CT RE CT2500000086

Document Type: CT

Department Code: RE

Contract Number: CT2500000086

Commencement Date: 01/23/2026

Termination Date: 06/30/2026

Total Expense Amount:

\$0.00

Total Revenue Amount:

\$1,800,000.00

Funding Source Name(s) Required: N/A

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department: Recorder

Name: Vanessa Grimaldo

Telephone: 5207244223

Add Procurement Department Signatures

No

Add GMI Department Signatures

No

Department Director Signature: Martin DeLeon Date: 12/10/25

Deputy County Administrator Signature: _____ Date: _____

County Administrator Signature: [Signature] Date: 12/11/25

INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY
AND THE REGIONAL TRANSPORTATION AUTHORITY
FOR ELECTION RELATED SERVICES

This Intergovernmental Agreement ("Agreement") is between Pima County ("County"), on behalf of the Pima County Recorder ("Recorder"), and the Regional Transportation Authority ("RTA") for use of election services for a special election.

RECITALS

WHEREAS, the Recorder is an elected officer of the County, and pursuant to A.R.S. § 16-161 *et seq.* is charged with creating and maintaining the voter registration rolls for every precinct of the County; and

WHEREAS, the RTA is an Arizona special taxing district, duly formed and existing, pursuant to A.R.S. § 48-5302, *et seq.*, for the purposes of coordinating multi-jurisdictional cooperation in transportation planning, improvements, and fundraising as a municipal corporation through taxation and bonding, with the public's input and voter approval; and

WHEREAS, pursuant to A.R.S. § 48-5309(A), the RTA has the responsibility of preparing a twenty-year, comprehensive regional transportation plan that is primarily funded by a transportation excise tax, described in A.R.S. § 42-6106, subject to the approval of the qualified electors of the County; and

WHEREAS, the Pima County Board of Supervisors has called an election for March 10, 2026, pursuant to A.R.S. §§ 48-5304(2)(a),(b) and 48-5314 (the "Election"); and

WHEREAS, pursuant to A.R.S. §§ 16-172 and 16-408(D), the parties may enter into an agreement for the RTA to use the registration rolls and election related services of the Recorder; and

WHEREAS, pursuant to A.R.S. § 48-5304(18), the RTA has the authority to enter into agreements to exercises its powers and carry out its responsibilities; and

WHEREAS, pursuant to A.R.S. § 11-951 *et seq.*, the parties may enter into an intergovernmental agreement for services; and

WHEREAS, the RTA, the County, and the Recorder have determined that it is in the best interest of the public for the services of the Recorder to be used in conduction of the Election.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **Term**

This Agreement must be approved and signed by both parties and will terminate on June 30, 2026. Any modification or time extension shall be by formal written amendment and executed by the parties.

2. **Purpose.** The purpose of this Agreement is to articulate the responsibilities of the Recorder and the RTA in preparing for and conducting the Election.

3. **Recorder's Obligations Conducting an All-Mail Ballot Election:**

3.1. Mail ballots to every active voter in the district no later than 27 days prior to Election Day.

3.2. Early ballot processing, including the request forms, postage, and verification of all early ballots requested for the Election, and delivery of early ballots to the Early Ballot Board on the schedule agreed to with the Pima County Elections Department, with continuing delivery until the close of the polls on Election Day.

3.3. Perform provisional ballot verification.

3.4. Provide new, properly registered residents with ballots.

3.5. Perform voter registration maintenance for each active and inactive voter.

3.6. Provide Special Ballot Boards to voters, upon request.

3.7. Insert special inserts, if any. If the inserts result in additional postage, such postage will be charged to the RTA.

3.8. Charge mileage at the actual cost based upon the County's motor pool charges.

3.9. Provide at least two (2) early voting ballot replacement site locations.

3.10. Provide replacement ballots, upon request, to voters who have lost, destroyed, or made a mistake on their original ballot, at any of the early voting ballot replacement sites.

3.11. Provide replacement ballots by mail, upon request, to voters who contact the Recorder and indicate that they have destroyed or made a mistake on their original ballot.

- 3.12. Transmit ballots electronically to any qualified Military/Overseas voter eligible to vote in the election up to 7:00 pm on Election Day.
- 3.13. Provide all personnel required to satisfy its obligations under this Agreement. RTA will be charged the actual amount paid to any temporary staff necessary to conduct the Election.
- 3.14. All costs incurred by the Recorder in the performance of duties outlined in Section 3 of this Agreement shall be charged pursuant to Pima County Ordinance 2022-3 or subsequent ordinance in effect at the time services were provided by the Recorder's Office, to establish fees for elections-related services, voter registration data, and recorded document services.
- 3.15. No later than fifty (50) days before the election, provide the Pima County Elections Department the mailing data that includes the following:
 - 3.15.1. Mailing address of every household with at least one (1) active voter.
 - 3.15.2. An explanation that voters can go to any open Vote Center on Election Day to cast their ballot, along with a link to a full list of those locations.
- 3.16. Within thirty days following the canvass of the Election, provide an accounting to the RTA of the costs specifically incurred by the Recorder in meeting her obligations pursuant to this Agreement. All costs, prices, and fees shall be billed according to the rates above.

4. **The RTA's Obligations.** The RTA shall:

- 4.1. Cooperate with the Recorder in meeting the Recorder's obligations hereunder.
- 4.2. Notify the Recorder at least eight-five (85) days prior to the next consolidated election date of such intention to conduct an election that requires the Recorder's services. A notice of an all-mail ballot election shall include the date on which ballots should be mailed pursuant to A.R.S. § 16-558.01.
- 4.3. Provide the Recorder with Informational Pamphlets for inclusion with out-of-state ballot requests prior to the start of early voting.
- 4.4. Within 30 days of the date of the invoice, the RTA shall reimburse the Recorder, in full, for invoiced costs of election at the rates set forth herein.

5. **Challenges to the Election.** Should the Election be challenged or questioned for any reason whatsoever, then RTA shall be responsible for defending, legally or otherwise, said election. This duty shall survive the expiration of this Agreement, provided that the County shall cooperate with the RTA in making relevant information, documents, and witnesses available upon reasonable request.

6. **Indemnification.** To the fullest extent permitted by law, each party agrees to defend, indemnify, and hold harmless the other party and the other party's officers, agents, and employees from all claims, losses, and causes of action arising out of, resulting from, or in any manner connected with this Agreement, but only to the extent such claim, loss, cause of action, damage, or injury is caused or contributed to by the negligent acts or omissions of the indemnifying party.
7. **Compliance with Applicable Laws.** The parties shall comply with all applicable 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 changes to the governing laws, rules, and regulations during the term of this Agreement shall apply but do not require an amendment.
8. **Non-Discrimination.** The parties shall not discriminate against any employee, client, or any other individual in any way involved in this Agreement, because of race, age, creed, color, religion, sex, disability, or national origin in the course of carrying out their responsibilities hereunder. Each party agrees to comply with the provisions of Arizona Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this Agreement by reference, as if set forth herein.
9. **Americans with Disabilities Act.** The parties will 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.
10. **Severability.** If any provision of this Agreement, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect, without the invalid provision or application, and to this end, the provisions of this Agreement are declared to be severable.
11. **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 herein by reference.
12. **Non-Appropriation.** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such termination, the Recorder shall have no further obligation under this Agreement.
13. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, declares that either party lacks authority to enter into this Agreement, or any part of it, then the Agreement, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
14. **Workers' Compensation.** Each party shall comply with the notice provisions of A.R.S. § 23-1022(E). For the purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the

operations of protocol in place, and said party shall have the sole responsibility of the payment of Workers' Compensation benefits or other fringe benefits of said employees.

15. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture, or employment relationship between parties, or create any employer-employee relationship between the Reorder and any RTA employees, or between the RTA and any Recorder employees. Neither party shall be liable for any debts, accounts, obligations, nor other liabilities whatsoever of the other party, including, without limitation, the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
16. **No Third-Party Beneficiaries.** Nothing in the provisions of this Agreement is intended to create duties or obligations to, or rights in, third parties not parties to this Agreement, or to affect the legal liability of any party to the Agreement by imposing any standard of care different from the standard of care imposed by law.
17. **Recitals.** The Recitals on page 1 of this Agreement are incorporated herein as substantive provisions hereof.
18. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by a personal delivery or by certified mail upon the other party as follows:

County:

Jan Leshar
County Administrator
115 N Church Avenue, 2nd Floor
Tucson, AZ 85701
Phone: (520) 724-8661
Fax: (520) 724-8171

Gabriella Cázares-Kelly
Pima County Recorder
P.O. Box 3145
Tucson, AZ 85702-3145
Phone: (520) 740-4330
Fax: (520) 623-1785

Melissa Manriquez
Clerk of the Board of Supervisors
33 N Stone Avenue, Suite 100
Tucson, AZ 85701
Phone: (520) 724-8449
Fax: (520) 222-0448

RTA:

Michael Ortega
Executive Director
1 E Broadway Blvd, Suite 401
Tucson, AZ 85701
Phone: (520) 792-1093
Fax: (520) 495-1416

Lisa Anne Smith
General Counsel
2525 E. Broadway Blvd., #200
Tucson, AZ 85716
(520) 322-5000

19. **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 Agreement shall not be modified, amended, altered, or extended except through a written amendment signed by the parties and recorded with the Recorder.

IN WITNESS WHEREOF, the parties hereto have executed this IGA by signing below.

ATTEST:

REGIONAL TRANSPORTATION
AUTHORITY


Executive Director
9/25/25
Date


Chair, Board of Directors
9.25.25
Date

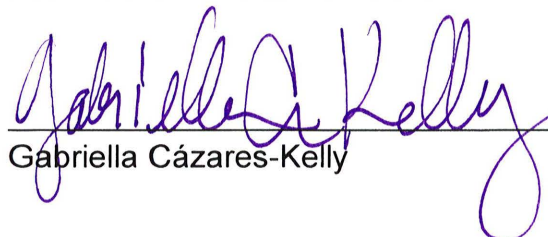
ATTEST:

PIMA COUNTY:

Clerk Date

Chair, Board of Supervisors Date

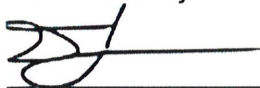
PIMA COUNTY RECORDER:


Gabriella Cázares-Kelly
12/9/2025
Date

ATTORNEYS' DETERMINATION

The foregoing IGA between Pima County and the Regional Transportation Authority has been reviewed pursuant to A.R.S. § 11-952(D) 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 IGA represented by the undersigned.

Pima County



09/19/2025

Daniel Jurkowitz

Date

Deputy County Attorney

Regional Transportation Authority



09/22/2025

Lisa Anne Smith

Date

Attorney for the RTA