

BOARD OF SUPERVISORS AGENDA ITEM REPORT CONTRACTS / AWARDS / GRANTS

OAward
Contract
OGrant

Requested Board Meeting Date: 5/1/2018

* = Mandatory, information must be provided

or Procurement Director Award

*Contractor/Vendor Name/Grantor (DBA):

Town of Sahuarita

*Project Title/Description:

IGA with Town of Sahuarita

*Purpose:

election services for Town of Sahuarita for Primary Election on August 28, 2018 and General Election on November 6, 2018

*Procurement Method:

This IGA is a non-Procurement contract and not subject to Procurement rules

*Program Goals/Predicted Outcomes:

successful completion of Town of Sahuarita Primary and General elections as authorized by ARS 16-205(C), 16-408(D), 11-251(3) and 11-951. et seq

*Public Benefit:

elections completed

*Metrics Available to Measure Performance:

The Recorder's Office will: produce 90 day notices offering separate TOWN ONLY ballot for unaffiliated PEVL voters, provide ballot by mail ballots as requested, signature verify all voted, returned ballot affidavits, other services as requested

*Retroactive:

no

To: CoB- 4-13-18 Her. - 1 495- 20

Contract / Award Information	
	Contract Number (i.e., 15-123): 18*139
Effective Date: 5/15/2018 Termination Date: 12/31/2018	Prior Contract Number (Synergen/CMS):
Expense Amount: \$*	Revenue Amount: \$ 7,000.00
*Funding Source(s) required:	
Funding from General Fund? OYes No If Yes \$	%
Contract is fully or partially funded with Federal Funds? *Is the Contract to a vendor or subrecipient?	
Were insurance or indemnity clauses modified? If Yes, attach Risk's approval	🗋 Yes 🖾 No
Vendor is using a Social Security Number?	🗋 Yes 🖾 No
If Yes, attach the required form per Administrative Procedure	22-73.
Amendment / Revised Award Information	0 1 1 1 1 (1 1 1 2 1 0 0)
	Contract Number (i.e., 15-123):
	AMS Version No.:
Effective Date:	New Termination Date:
	Prior Contract No. (Synergen/CMS):
OExpense or ORevenue OIncrease ODecrease	Amount This Amendment: \$
Is there revenue included? OYes ONo If	/es \$
*Funding Source(s) required:	
Funding from General Fund? CYes CNo If	/es\$%
Grant/Amendment Information (for grants acceptance and	awards) C Award C Amendment
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PIMA COUNTY RECORDER	
2018 ELECTION SERVICES WITH THE TOWN OF SAHUARITA	CONTRACT NO. <u>CTN-RE-18-139</u> AMENDMENT NO.
ESTIMATED INCOME: \$7,000.00 FUNDING: The Town of Sahuarita	This number must appear on all invoices, correspondence and documents pertaining to this contract.
* estimated for both elections within this IGA	(STAMP HERE)

INTERGOVERNMENTAL AGREEMENT

For Election Services Among The Town of Sahuarita and Pima County

This Intergovernmental Agreement (IGA) is by and among THE TOWN OF SAHUARITA 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 28, 2018; and a General Election to be held on November 6, 2018 if necessary for members of its common council.
- 2. A.R.S. §§ 16-205(C), 16-172, 16-405 et seq., 16-450, 11-251(3), and 11-951 et seq. authorize the County to perform services for any political subdivision regarding elections.
- 4. 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 28, 2018 and a General Election to be held on November 6, 2018 for members of its common council.
- 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 28, 2018 and November 6, 2018.

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 28, 2018 and November 6, 2018 elections to be held by the TOWN of Sahuarita.

ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

The term of this IGA shall be from May 15, 2018 through completion of all obligations and activities associated with the August 28, 2018 and November 6, 2018 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 28, 2018, all Sahuarita 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 Sahuarita candidates.
- (2) For the Primary election on August 28, 2018, all Sahuarita 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 Sahuarita candidates.
 - b. a ballot that will have ONLY the Sahuarita candidates on it.
- (3) All non-affiliated PEVL voters from Sahuarita 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 Sahuarita ONLY voters during the Primary election on August 28, 2018 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 in item #1 will only apply to any Primary Election ballots provided to unaffiliated Sahuarita Voters who request a Sahuarita ONLY ballot:

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a. Permanent Early Voting List (PEVL) Ballots	\$3.00 each
b. Non-PEVL ballot requests	\$5.75 each
c. Early Ballot Signature verification	\$0.75 each
d. Satellite Ballots	\$2.00 each
e. Replacement Ballots – By Mail	\$3.00 each
f. Provisional Ballots	\$16.00 each
g. Conditional Provisional Ballots	\$6.00 each
h. Team Voting	\$60.00 per request
i. Problem Ballots – includes calling the voter, sending	
them a letter	\$6.00 each
Consolidated Election Participation Fee –	
per active voter for each election	\$0.10 each
Voter Registration Maintenance Fee- for each election	

- Per Active Voter
 \$0.05

 Per Inactive Voter
 \$0.05
- (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.
- (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

(2)

(3)

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, <u>including flow down of all provisions and requirements to any subcontractors</u>. 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 <u>http://www.azgovernor.gov/dms/upload/EO 2990 90.pdf</u> 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 Sahuarita 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 240 N Stone Avenue Tucson, AZ 85701 (520) 724-4356 Fax: (520) 623-1785

TOWN OF SAHUARITA

Lisa Cole, Town Clerk 375 W Sahuarita Center Way Sahuarita, AZ 85629 (520) 822-8802 Fax: (520) 822-8820

ARTICLE XVI - NO THIRD PARTY BENEFICIARIES

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA, or 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.

ARTICLE XVII - NO JOINT VENTURE

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 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

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 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").

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 _____ 2018.

	PIMA COUNTY BOARD OF SUPERVISORS
By: DOM MUMM Tom Murphy, Mayor	By: Richard Elías, Chairman
ATTEST:	ATTEST:
By: Stote College Lisa Cole, Town Clerk	By: Julie Casteñada, Clerk of the Board of Supervisors
APPROVED AS TO CONTENT	
By: F. Ann Rodriguez, Pima County Recorder	0-15-18

The foregoing Intergovernmental Agreement between The Town of Sahuarita, 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

Daniel Jurkowitz Deputy County Attorney

Town of Sahuarita

Legal Services Director for the Town of Sahuarita

EXHIBIT A

F. ANN RODRIGUEZ, RECORDER Recorded By: GMS

DEPUTY RECORDER

P0230 PIMA CO CLERK OF THE BOARD PICKUP





20160490531 10 02/18/2016 18:00:00

PICK UP AMOUNT PAID:

SEQUENCE :

NO. PAGES:

ORDIN

\$0.00

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1-

ORDINANCE NO. 2016-10

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 Pirna 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,
- 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 16TH DAY OF FEBRUARY _____, 2016.

PIMA COUNTY BOARD OF SUPERVISORS

Enson FEB 1 6 2016 Chair, Board of Supervisors

APPROVED AS TO FORM:

Daniel Jurkowitz, Deputy County Attorney

ATTEST: e. Clerk of the Board Robin RI F. Ann Rodriguez, Pima County B



F. Ann Rodriguez Pima County Recorder

Mailing Address P. O. Box 3145 Tucson, AZ 85702-3145

County Public Service Center 240 North Stone Avenue, 1st Floor Tucson, AZ

Recording history one document at a time.

Christopher J. Roads Chief Deputy Recorder Registrar of Voters Document Recording: (520) 724-4350 Voter Registration: (520) 724-4330 Fax: (520) 623-1785 www.recorder.pima.gov

PIMA COUNTY RECORDER'S CHARGES

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 - includes calling the voter, sending them a letter	\$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 Signature Ballots - inc. calling the voter, sending them a letter	\$6.00 each
Signature Verification	\$0.75 per signature

PIMA COUNTY RECORDER CHARGES Page 2 of 8

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) Multiple pages or larger than 8 ½ x 4 ½ "	\$0.02 per ballot

(may also result in additional postage cost for Mailed ballot package due to increased weight)

\$0.05 per ballot

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 Permanent Early Voting List (PEVL), National Change of Address (NCOA) returned mail notifications.
- Emergency voting in hospitals, rest homes, care facilities, etc., for homebound voters, voters unable to note in polling location, and those who need assistance voting their ballot due to medical reasons.

JURISDICTIONAL BOUNDARY CHANGES MAPPING

Computer Coding Map Geocoding (1 hour Minimum) \$50.00 Per Annexation \$25.00 Per Hour

PIMA COUNTY RECORDER CHARGES Page 3 of 8

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). That fee is currently \$0.01 per name for the data in electronic form and \$0.05 per name for data in paper form.

The fee for data in formats other than provided to the political parties is \$0.10 per name.

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
Computer Programming for additional information	
Per hour, 1 hour minimum	50.00
Copying fee - includes redaction of confidential data	1.00
Certification of Voter Registration	10.00 per certification
Replacement of Voter ID Card In Office	5.00 each

RECORDER'S SUBSCRIPTION FEES

Bulk Purchases of Current Images and Data

Minimum of \$5,000.00 to start up a new account with \$50.00 applied to a non-refundable set-up fee and the balance applied to the pre-paid balance.

For accessing images of recorded documents on the Pima County Recorder's secure web site, the following subscription fees will apply:

Dull Durchass of all desument in sea	to of non image
Bulk Purchase of all document images	\$0,04 per image
Bulk Purchase of all daily indexing	0.03 per index
Bulk Purchase of cross references for indexing	0.03 per index
Bulk Purchase of images of selected document types	0.07 per image
Bulk Purchase of selected index types	0.07 per index
Bulk Purchase of selected cross reference types	0.07 per index

One Time Bulk Purchases of Historical Images and Data

One Time Bulk Purchase of all historical document images\$0.05 per imageOne Time Bulk Purchase of all historical daily indexes0.04 per indexOne Time Bulk Purchase of all historical cross references0.04 per index

One Time Bulk Purchase of selected historical document images\$0.08 per imageOne Time Bulk Purchase of selected historical daily indexes0.08 per indexOne Time Bulk Purchase of selected historical cross references0.08 per index

PIMA COUNTY RECORDER CHARGES

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Web 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.

Web access to individual document images Web access to individual map images \$ 0.24 per document 3.00 per image

Additional fees for recorded documents

Fee to return documents improperly submitted for recordation Blank recording forms

\$5.00 per document \$3.00 per form

2% convenience fee on all credit and debit card transactions

PIMA COUNTY RECORDER CHARGES

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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 CHARGES

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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.
- 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

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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

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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

CERTIFICATE OF CLERK Town of Sahuarita

State of Arizona } ss County of Pima } ss

I, Leah Cox, the duly appointed and qualified Executive Assistant of the Town of Sahuarita, Arizona, do hereby certify that the attached is a true and correct copy of the Resolution No. 2018-0538 (without attachment), which was approved by the Sahuarita Town Council at a meeting held on March 26, 2018, at which a quorum was present.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Town of Sahuarita, Arizona on March 27, 2018.

Total of 2 page(s) certified.



Leah Cox, Executive Assistant

SAHUARITA RESOLUTION NO. 2018-0538

A RESOLUTION OF THE TOWN OF SAHUARITA, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT, SAHUARITA CONTRACT 180050, WITH THE PIMA COUNTY RECORDER'S OFFICE FOR ELECTION SERVICES.

WHEREAS, A.R.S. § 9-231(A) requires that the Town conduct Primary and General Elections for the Town Council Members; and

WHEREAS, A.R.S. § 16-205(C), 16-408 (D), 16-450, 11-251(3) and 11-951 et seq. authorize Pima County to perform election services for political subdivisions of the State of Arizona, such as the Town; and

WHEREAS, A.R.S. § 16-408 authorizes the Town to contract with Pima County for election services, with the contracted cost being a charge against the Town; and

WHEREAS, Pima County is currently providing the Town with assistance in the preparation and conduct of these elections and other special elections as required by the Town; and

WHEREAS, the existing Intergovernmental Agreement between the Town and Pima County for the provision of election services has expired and must be renewed; and

WHEREAS, the staffs of the Town and Pima County have developed a revised Intergovernmental Agreement for the provision of election services, which is attached hereto as "Exhibit "A" and incorporated herein by this reference; and

WHEREAS, A.R.S. § 11-952 grants the Town the authority to enter into intergovernmental agreements; and

WHEREAS, the Mayor and Council have determined that the use of the services of the Pima County Recorder is in the best interest of the Town and its residents, and the County agrees to provide said services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Sahuarita as follows:

- Section 1. The Town is hereby authorized to enter into Town of Sahuarita Contract 180050, the Intergovernmental Agreement between Pima County and the Town of Sahuarita for the Provision of Election Services, attached hereto as Exhibit "A" and incorporated herein by this reference.
- Section 2. The Mayor of the Town of Sahuarita is hereby authorized and directed to execute said Intergovernmental Agreement on behalf of the Town of Sahuarita.
- Section 3. The Town staff is hereby authorized and directed to take all steps necessary to implement said Intergovernmental Agreement and give it effect.
- Section 4. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution and sections of the Town Code.
- Section 5. All ordinances, resolutions, or motions and part of ordinances, resolutions or motions of the council in conflict with the provisions of this Resolution are hereby repealed, effective as of the effective date of this Resolution. All internal references within the Town Code to any affected provisions are hereby updated.
- Section 6. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Sahuarita, Arizona, this 26th day of March, 2018.

Tom Murphy, Mayor ATTEST: Lisa Cole Town Clerk APPROVED AS TO FORM Daniel Hochuli

Town Attorney