



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 9/3/2019

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

City of Tucson

**\*Project Title/Description:**

IGA with City of Tucson

**\*Purpose:**

election services for City of Tucson for their General Election on November 5, 2019

**\*Procurement Method:**

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

**\*Program Goals/Predicted Outcomes:**

successful completion of the City of Tucson General Election as authorized by ARS 11-251(3), 16-172, 16-205(C), 16-405, 16-450, 16-172, and 16-409

**\*Public Benefit:**

election completed

**\*Metrics Available to Measure Performance:**

The Recorder's office will supply data to the City and verify signatures for the all ballot by mail ballots for the City's General Election

**\*Retroactive:**

yes - late changes by City of Tucson attorney

**Contract / Award Information**Document Type: CTN Department Code: RE Contract Number (i.e., 15-123): 20\*037Effective Date: 8/30/19 Termination Date: 12/31/19 Prior Contract Number (Synergen/CMS): \_\_\_\_\_☐ Expense Amount: \$\* \_\_\_\_\_ ☒ Revenue Amount: \$ 90,000.00**\*Funding Source(s) required:**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 22-73.***Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense or ☐ 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): \_\_\_\_\_

Effective 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: Pamela FranklinDepartment: RecorderTelephone: 520-724-4356Department Director Signature/Date: F. J. Roshy 8-16-19

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: C. R. D. [Signature] 8/16/19

(Required for Board Agenda/Addendum Items)

**Pima County Department : Recorder**

**Project: 2019 General Election Services with City of Tucson**

**Contractor: City of Tucson**

**Roger Randolph, City Clerk  
255 W. Alameda  
Tucson, AZ 85701**

**Amount: \$90,000.00 (estimated revenue)**

**Contract No.: CTN-RE-20\*037**

**Funding: N/A**

## **INTERGOVERNMENTAL AGREEMENT**

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

This Intergovernmental Agreement (IGA) is by and between 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 its charter and A.R.S. §§ 9-231(A) and 16-409, will prepare for and conduct one election to be held on November 5, 2019. The general election will be for mayor and council members.
2. A.R.S. §§ 11-251(3), 16-172, 16-205(C), 16-405 *et seq.*, and 16-450, and 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. § 16-409 permits cities and school districts to conduct mail ballot elections.
5. The parties are authorized to enter into an intergovernmental agreement pursuant to A.R.S. §§ 11-952 *et seq.* and 16-205(C).
6. The CITY desires to utilize the Pima County registration rolls and other election-related services provided by the Recorder for the election to be held on November 5, 2019 for a citywide general election for mayor and council members.
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 the election called for November 5, 2019.

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 November 5, 2019 elections to be held by the CITY of Tucson.

## **ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES**

- A. The term of this IGA shall be from August 30, 2019 through completion of all obligations and activities associated with the November 5, 2019 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.
- B. 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**

The CITY will have a general election for mayor and council members on the ballot for voters in the CITY limits on November 5, 2019. The election will be conducted as a Ballot By Mail election and is a general election. This Agreement establishes the agreement under which the County will provide the CITY with Election services in accordance with the following:

### **A. County Recorder Services:** The Recorder shall:

- (1) Provide city-wide voter registration data files identifying all registered City of Tucson voters, including both active and inactive status, on the following dates:
  - a. September 6 cut-off – CITY to receive data electronically by September 13th.
  - b. October 7 cut-off – CITY to receive data electronically by October 14<sup>th</sup>.
- (2) Run the active voter registration records through the NCOA process prior to providing the September 6 data. A separate list will be provided of all CITY voters who were identified as moved by the NCOA process. The process will be repeated prior to the delivery of the October 7 cut off data.
- (3) Electronically transmit ballots to qualified Military and Overseas voters who are either members of a party with ballot status or who have selected a partisan ballot using the voter's preferred method of transmission including fax or email. Military and overseas ballots will be electronically transmitted no later than Saturday, September 21, 2019 provided the PDF versions of the ballots have been received from the CITY by the Recorder no later than September 16, 2019. The target date for transmission of the ballots is September 20, 2019.
- (4) Mail ballots to any eligible City of Tucson voter who is a participant in the Arizona Confidential Address Program. These ballots will be mailed on October 9, 2019 as long as the PDF versions of the ballots have been received from the CITY by the Recorder no later than 3 days prior to that deadline. The Recorder will provide a list of ACP voters who were mailed ballots but the list will only include the voter's name and will not include any address or precinct information.
- (5) Provide a list of Military and Overseas voters who were electronically sent ballots immediately following the transmission. Continue to transmit ballots electronically to any qualified Military and Overseas voter eligible to vote in the City of Tucson General Election up to 7:00 p.m. on Election Day.
- (6) Provide signature verification for all voted, returned ballots. Recorder will provide an inventory control report/turnover report for all ballots after completion of signature verification and prior to the ballots leaving the Recorder's Early Ballot Processing Center.

- (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, which the City will provide to the Recorder's office. 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) Conduct signature verification processes on ballots that are voted or dropped off at the voting locations as soon as possible on the day after Election Day. This includes any provisional ballots cast. Any voter who was notified of a problem with their mail ballot signature will have until 5:00 p.m. on the Friday after Election Day to contact the Recorder's Office concerning the problem.
- (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. Letters will be sent to any voter if the ballot affidavit containing the problem signature is received by the Recorder's Office by 3:00 p.m. on the Wednesday immediately after Election Day. 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 of the problem ballots until they are resolved or the ballot disqualified.
- (10) Pima County will be simultaneously conducting all ballot-by-mail elections for five other jurisdictions. Three of those jurisdictions overlap with the City of Tucson. The voters in the overlap areas will be receiving two separate ballots, one from the City and one from the County. It is therefore expected that some voters will incorrectly insert the City ballot in a County envelope and the County ballot in the City envelope. These issues are generally discovered when the affidavit envelopes are opened to prepare the ballots for tabulation. When the issue is discovered, the Pima County Elections Department or the City Clerk (depending on where the issue is discovered), will reseal the ballot in the affidavit envelope and will transfer the ballot back to the Recorder's Office. In cases where the voter puts their voted ballots into the incorrect envelope, these ballots will be considered to be "problem ballots" for processing by the Recorder's office. When these ballots are discovered, they will be delivered to a Special Election Board consisting of Recorder's Office staff who will seal the ballot into a blank affidavit envelope for the correct jurisdiction and will wrap a photocopy of the incorrect affidavit around the new envelope and secure it with tape. The special board will initial the sealed envelope. The voter's registration record will be updated to reflect the change in jurisdiction for the voted ballot. The newly sealed envelope will then be transferred to either the City Clerk staff or the County Election's staff depending on the jurisdiction identified by the ballot.
- (11) 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.

- (12) Provide secured storage facilities for CITY ballots at the Recorder's Early Ballot processing Center located at 6550 S. Country Club Road.

**B. CITY Obligations: CITY shall:**

- (1) Prepare and distribute any requisite translation, printing, and mailing of all publicity pamphlets.
- (2) Process all requests for replacement ballots by mail. Any voter who contacts the Recorder seeking a replacement ballot will be referred to the City Clerk for all further processing.
- (3) Provide an electronic list to the Recorder of all City of Tucson voters who were mailed a ballot.
- (4) Handle transmission of ballot data to candidates and political parties including both mailed and returned data.
- (5) Provide PDF versions of all ballots used in the election to the Recorder no later than 50 days prior to the election date and provide both a PDF version of the ballot affidavit, and not less than 100 ballot affidavit envelopes. This information will be used by the Recorder for the transmission of electronic and faxed ballots to the Military and Overseas voters.
- (6) 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 will provide information on how Military and Overseas voters can return their electronic or faxed ballots, in the event the voter decides to return their ballot electronically to the Recorder.
- (7) Deposit funds in advance of the services provided. The Recorder's Office will provide information to the City Clerk staff to allow funds to be transferred electronically. Recorder's Office staff will prepare invoices detailing the charges for services provided and will deduct those costs from the prepaid funds. These transactions will be tracked in an Excel spreadsheet format. The Recorder's Office will provide the City Clerk staff with an electronic copy of the spreadsheet at regular intervals during the election cycle.
- (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) 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) 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) The following charges will apply to all General Election ballots processed:
  - a. Signature Verification \$0.75 per signature
  - b. Problem Signature Ballots – inc. calling the voter, sending them a letter \$6.00 each
  - c. Problem Ballots – returned in incorrect jurisdiction's affidavit \$6.00 each
  - d. Copies of problem ballot forms and ballot affidavits \$0.35 each
- (2) Data Lists
  - a. Notice of Election list \$2,500.00
  - b. Lists for General Election \$2,500.00
- (3) Voter Registration Maintenance Fee-
 

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 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 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 general 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 parties will not discriminate against any 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 their duties under this IGA. The parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference.

#### **ARTICLE X - AMERICANS WITH DISABILITIES ACT**

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

#### **ARTICLE XI - AUTHORITY TO CONTRACT**

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

#### **ARTICLE XII - FULL AND COMPLETE PERFORMANCE**

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



### **ARTICLE XIII - CANCELLATION FOR CONFLICT OF INTEREST**

This Agreement is subject to cancellation for conflict of interest pursuant to 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 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**

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

#### **CITY OF TUCSON**

Roger Randolph,  
City Clerk  
255 W. Alameda  
Tucson, AZ 85701  
(520) 791-4213  
Fax: (520) 791-4017

### **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 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 IGA, 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 applications of this IGA that can be given effect without the invalid provision or application.

### **ARTICLE XX – 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 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.

## THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS

IN WITNESS WHEREOF, the parties execute this Agreement:

PIMA COUNTY BOARD OF  
SUPERVISORS

CITY OF TUCSON

\_\_\_\_\_  
Richard Elías, Chairman

\_\_\_\_\_  
Jonathan Rothschild, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

ATTEST:


\_\_\_\_\_  
Julie Castañeda,  
Clerk of the Board of Supervisors

\_\_\_\_\_  
Roger Randolph, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date


APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
F. Ann Rodriguez, 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.

Pima County and Pima County Recorder

City of Tucson

  
\_\_\_\_\_  
Daniel Jurkowitz, Deputy County Attorney

\_\_\_\_\_  
Mike Rankin, City Attorney

F. ANN RODRIGUEZ, RECORDER  
Recorded By: GMS  
DEPUTY RECORDER  
4933

P0230  
PIMA CO CLERK OF THE BOARD  
PICKUP



SEQUENCE: 20160490531  
NO. PAGES: 10  
ORDIN 02/18/2016  
18:00:00  
PICK UP  
AMOUNT PAID: \$0.00

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 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:

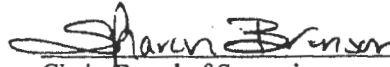
SEE EXHIBIT A ATTACHMENT

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.

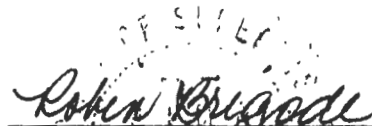
PASSED AND ADOPTED THIS 16TH DAY OF FEBRUARY, 2016.


PIMA COUNTY BOARD OF SUPERVISORS

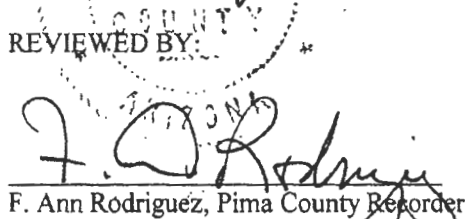
 **FEB 16 2016**  
Chair, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

  
Robin Brigode, Clerk of the Board

  
Daniel Jurkowitz, Deputy County Attorney

REVIEWED BY:  
  
F. Ann Rodriguez, Pima County Recorder



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

County Public Service Center  
240 North Stone Avenue, 1<sup>st</sup> Floor  
Tucson, AZ

**F. Ann Rodriguez**  
**Pima County Recorder**

*Recording history one document at a time.*

**Christopher J. Roads**  
**Chief Deputy Recorder**  
**Registrar of Voters**

Document Recording: (520) 724-4350  
Voter Registration: (520) 724-4330  
Fax: (520) 623-1785  
[www.recorder.pima.gov](http://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**

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**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
Multiple pages or larger than 8 ½ x 4 ½ “ (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 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

**PIMA COUNTY RECORDER CHARGES**

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**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:

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 image
One Time Bulk Purchase of all historical daily indexes	0.04 per index
One Time Bulk Purchase of all historical cross references	0.04 per index

One Time Bulk Purchase of selected historical document images	\$0.08 per image
One Time Bulk Purchase of selected historical daily indexes	0.08 per index
One Time Bulk Purchase of selected historical cross references	0.08 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	\$ 0.24 per document
Web access to individual map images	3.00 per image

**Additional fees for recorded documents**

Fee to return documents improperly submitted for recordation	\$5.00 per document
Blank recording forms	\$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.**

<b>1. NUMBER OF REGISTERED VOTERS IN DISTRICT</b>	<b>2. EARLY BALLOT LIST PRICE PER PARTY AFFILIATION</b>	<b>3. RETURNED BALLOT LIST PRICE PER PARTY AFFILIATION</b>
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*.
4. Fees will be calculated in the following manner:
  - a. Determine which Party data are desired (*Democrats, Republicans and/or Others*).
  - b. Determine how many Voters of *each* Party are registered in the desired District using the figures from the Recorder's website.
  - c. Find the row containing that number in Column 1. Use the Price Per Party Affiliation figures in Column 2 for the Early Ballot List, and the figures in Column 3 for the Returned Ballot List.
  - d. EXAMPLE: Candidate John Doe subscribes to the list of all Democrats and Independents who request an Early Ballot in his District. There are 173,280 Democrats and 92,621 Independents. Using the schedule below, Mr. Doe will pay \$380.00 for Democrats plus \$220.00 for Others for the Early Ballot List. If he decides he wants to also purchase the Returned Ballot List, he will add an additional \$360.00 for Democrats plus \$200.00 for Others. His total for the subscription will be \$1,160.00.
5. If the request is for all political parties and Others, and all such ballot returns, then the maximum charge shall be \$1,380.00.

<b>1. NUMBER OF REGISTERED VOTERS IN DISTRICT</b>	<b>2. EARLY BALLOT LIST PRICE PER PARTY AFFILIATION</b>	<b>3. RETURNED BALLOT LIST PRICE PER PARTY AFFILIATION</b>
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**

<b>NUMBER OF REGISTERED VOTERS VOTERS IN DISTRICT</b>	<b>LIST OF EARLY BALLOT REQUESTS</b>	<b>LIST OF RETURNED BALLOTS</b>
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**

<b>NUMBER OF REGISTERED VOTERS VOTERS IN DISTRICT</b>	<b>LIST OF EARLY BALLOT REQUESTS</b>	<b>LIST OF RETURNED BALLOTS</b>
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