



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: August 20, 2018

*** = Mandatory, information must be provided**

or Procurement Director Award ☐

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

City of Tucson

***Project Title/Description:**

Intergovernmental Agreement for Elections Services

***Purpose:**

To provide the City of Tucson with election services for their November 6, 2108 Special Election.

***Procurement Method:**

City of Tucson is contracting with the Pima County Elections Department through an Intergovernmental Agreement, in accordance with the provisions in A.R.S. Title 11, Section 952.

***Program Goals/Predicted Outcomes:**

To contract with the City of Tucson to conduct their November 6, 2018 Special Election. This will result in revenue for the county.

***Public Benefit:**

Through the IGA process, City of Tucson contracts with Pima County to conduct their Special Election.

***Metrics Available to Measure Performance:**

Over many years, numerous jurisdictions throughout Pima County have successfully contracted with the Elections Department to conduct elections.

***Retroactive:**

No

*To: CoB. P.1-18
Ver. -1
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(1)*

Contract / Award InformationDocument Type: CTN Department Code: EL Contract Number (i.e., 15-123): 19*0009Effective Date: 8/20/18 Termination Date: 1/31/19 Prior Contract Number (Synergen/CMS): _____☐ Expense Amount: \$* _____ ☒ Revenue Amount: \$ 179,600.00***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: Brad R. NelsonDepartment: Elections Telephone: 724-6867Department Director Signature/Date: 

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date:  8/1/18*(Required for Board Agenda/Addendum Items)*

ADOPTED BY THE
MAYOR AND COUNCIL

July 10, 2018

RESOLUTION NO. 22923

RELATING TO ELECTIONS; APPROVING, AND AUTHORIZING EXECUTION OF, AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUCSON AND PIMA COUNTY FOR NECESSARY ELECTION-RELATED SERVICES BY THE PIMA COUNTY ELECTIONS DEPARTMENT FOR THE CITY OF TUCSON'S NOVEMBER 6, 2018 SPECIAL ELECTION, TO BE ADMINISTERED AS PART OF PIMA COUNTY'S CONSOLIDATED ELECTION ON THAT SAME DATE; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Tucson's November 6, 2018 special election, involving a bond measure and a proposed charter amendment, will be administered by the Pima County Elections Department as part of Pima County's consolidated election on that same date; and

WHEREAS, the City wishes to enter into an Intergovernmental Agreement with Pima County for necessary election-related services by the Pima County Elections Department for administration of the City's special election;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

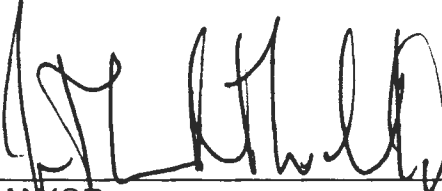
SECTION 1. The Mayor and Council approves the Intergovernmental Agreement (IGA) between the City of Tucson (City) and Pima County, attached as Exhibit A and incorporated by this reference, under which the Pima County Elections Department will provide necessary election-related services for the City's November 6, 2018 special election, to be administered as part of Pima County's consolidated election on that same date.

SECTION 2. The Mayor is authorized and directed to execute said IGA for and on behalf of the City, and the City Clerk is authorized and directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.


SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City that this Resolution become immediately effective, an emergency is hereby declared to exist and this Resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED BY THE MAYOR AND COUNCIL OF
THE CITY OF TUCSON, ARIZONA, July 10, 2018.



MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY


DPM/dg
6/29/18

REVIEWED BY:



CITY MANAGER

CONTRACT	
NO.	CTN-EL-19-009
AMENDMENT NO.	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

INTERGOVERNMENTAL AGREEMENT
FOR ELECTION SERVICES
BETWEEN
PIMA COUNTY AND THE CITY OF TUCSON

This Intergovernmental Agreement (IGA) is entered into 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 ELECTIONS DEPARTMENT" (the "Elections Department").

WHEREAS, the County of Pima has a comprehensive voting system and certified elections officials; and

WHEREAS, the City of Tucson, an Arizona political subdivision, seeks Pima County assistance in the preparation and conduct of a Special Election on November 6, 2018, as required by the Arizona Constitution, Article XIII, § 2, A.R.S. § 19-143(C), Tucson City Charter Chapter XXVI, § 1, and, such election is to be held on consolidated election dates pursuant to A.R.S. § 16-204.

NOW, THEREFORE, IT IS AGREED by and between the County, on behalf of its Elections Department, and the City, pursuant to A.R.S. §§ 16-205(C), 16-450, 11-251(3), and 11-951 *et seq.*, as follows:

- I. **Purpose.** The purpose of this IGA is to provide election services to the City for the City's November 6, 2018 Special Election.
- II. **County Obligations.** County shall:
 - A. Provide election services at the applicable cost set forth in the **Schedule of Prices, Level 2 - Consolidated Elections** (Exhibit A), as requested by the City Clerk for placing ballot language on the Pima County ballot.
 - B. Prepare and deliver a single itemized invoice to the City from the Elections Department for the total cost of the election, pursuant to this IGA, within forty-five (45) days after the date of the November 2018 Election. The invoice should be based on the voter registration data provided by the Pima County Recorder as of the October 8, 2018 voter registration cut-off. The invoice shall be calculated based on the schedule of fees, Level 2, Consolidated Elections.
- III. **City Obligations.** City shall:
 - A. Assure that any translations required by the U. S. Department of Justice are provided.
 - B. Should the election be challenged or questioned for any reason whatsoever, City shall be responsible for defense. This duty shall survive the expiration of the IGA,

provided that County shall cooperate with City in making relevant information and witnesses available upon reasonable request.

- D. Within 30 days of the date of the invoice, City shall reimburse County, in full, for invoiced costs of election at the rates set forth in Exhibit A.

IV. **Manner of Financing and Budgeting.** City warrants that it has sufficient funds available and budgeted to discharge the funding obligation imposed by this IGA.

V. **Term.** This IGA must be approved and signed by both parties. This IGA shall terminate on January 31, 2019. Any modification or time extension of this IGA shall be by formal written amendment and executed by the parties hereto.

VI. **Notice.** Any notice required pursuant to this IGA shall be given to:

County:

Chuck H. Huckelberry
County Administrator
130 W. Congress St., 10th Floor
Tucson, AZ 85701
(520) 740-8661
Fax: (520) 740-8171

Brad R. Nelson
Elections Director
6550 S. Country Club Road
Tucson, AZ 85756
(520) 724-6830

Julie Castaneda
Clerk of the Board of Supervisors
130 W. Congress St., 5th Floor
Tucson, AZ 85701
(520) 740-8449
Fax: (520) 622-0448

City:

Roger W. Randolph
City Clerk
P. O. Box 27210
Tucson, AZ 85726-7210
(520) 791-4213
Fax: (520) 791-4017

VII. **Termination.** Either party may terminate this IGA at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination, any real or personal property belonging to either party and furnished pursuant to this IGA, shall be returned to the furnishing party. Any funds of City paid to County in accordance with this IGA and not encumbered at the time of termination shall be refunded to City and, if City terminates, City shall pay any and all costs of County incurred up to the date of termination or as a result of termination.

- VIII. Hold Harmless Clause.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees or volunteers.
- IX. 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 IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Pima County. Any changes to the governing laws, rules and regulations during the terms of this IGA shall apply but do not require an amendment.
- X. Non-Discrimination.** Neither party will discriminate against the other party's employee, client or any other individual in any way involved with, the other party, because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out City's duties pursuant to this IGA. Both parties agree to comply with the provisions of A.R.S. § 41-1463 and of Executive Order 75-5, as amended by Executive Order 2009-09, which are incorporated into this IGA by reference, as if set forth in full herein.
- XI. Americans With Disabilities Act.** This IGA is subject to 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.
- XII. 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.
- XIII. Conflict of Interest.** This IGA is subject to the cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
- XIV. Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima 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, County or City shall have no further obligations other than for payment for services rendered prior to cancellation.
- XV. Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, declares that either 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 either party against the other for lack of performance or otherwise.
- XVI. Workers Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each

party is solely responsible for the payment of Worker's Compensation benefits for its employees.

XVII. No Joint Venture. It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any City employees, or between the City and any County employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other party, including (without limitations) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

XVIII. 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 to 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.

XIX. Immigration. A.R.S. § 41-4401 prohibits government entities from entering into an agreement with any other government entity contractor or subcontractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, each Party agrees that:

1. Party and each subcontractor it uses warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with § 23-214, subsection A.
2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
3. Each Party retains the legal right to inspect the papers of the Party or subcontractor employee(s) who work(s) on this Agreement to ensure that Party or subcontractor is complying with the warranty under paragraph 1.

XX. Iran/Sudan Business Operations. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Iran or Sudan.

XXI. Entire IGA. 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.

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In Witness Whereof, the parties hereby have executed this IGA by signing below.

PIMA COUNTY:

Chairman, Board of Supervisors Date

CITY OF TUCSON



Mayor, City of Tucson 7/10/2018
Jonathan Rothschild Date

ATTEST:

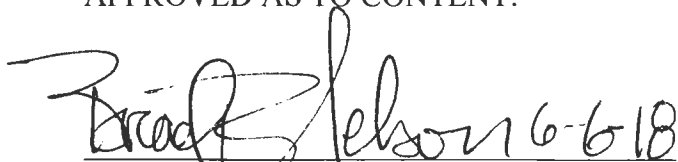
County Clerk Date

ATTEST:



City Clerk, 7/10/2018
Roger W. Randolph Date

APPROVED AS TO CONTENT:




Brad R. Nelson, 6-6-18
Elections Director Date

APPROVED AS TO CONTENT:

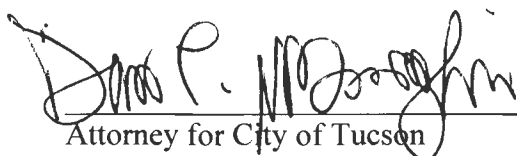


Roger W. Randolph 6-19-18
City Clerk Date

The foregoing IGA between Pima County and the City 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 IGA represented by the undersigned.



Daniel Jurkowitz 6/7/18
Deputy County Attorney Date



Attorney for City of Tucson 6/19/18
Date

LEVEL 1. FULL SERVICE ELECTION

1. Salaries/Benefits:

Permanent Employees:

Total hourly rate for all Permanent Employees x the total number of hours = total cost. The total cost x 1.1011 = The Total Adjusted Cost. Total Adjusted Cost divided by the total number of registered voters for all jurisdictions = unit price. Unit price x total number of registered voters for each jurisdiction = total salaries and benefits per jurisdiction.

Temporary Employees:

Total hourly rate for all Temporary Employees hired to work elections x total number of hours (regular & overtime @ time and one-half) = total cost. Total cost x 1.1011 = Total Adjusted Cost. Total Adjusted Cost divided by total number of registered voters for all jurisdictions = unit price. Unit price x total number of registered voters for each jurisdiction = total Temporary Employee cost.

Poll Worker pay:

Actual cost unless there is more than one election within a precinct. If more than one election is being held within a precinct, the formula is as follows: Total cost divided by the total number of registered voters for all jurisdictions = unit price. Unit price x the total number of registered voters in each jurisdiction = total cost per jurisdiction.

There are 8 Poll Workers per board in each precinct.

- Inspector: \$200.00
- Judge of the Opposite Party: \$170.00
- Judge of the Same Party: \$155.00
- Marshal: \$155.00
- Clerks: \$155.00 each (4 clerks per polling place)

Special training for certain or all Poll Workers may be necessary for training on new equipment, new legislation, new procedures, etc. - \$50 per Poll Worker per day of training.

Law enforcement (Used at the discretion of the Pima County Election's Director):
Actual cost.

Technical Support Team – Actual Cost.

Audit Board pay:

Audit Board members will receive \$75 per election.

Auditors pay:

Auditors (County employees) will receive \$200 per election.

Receiving Board Members:

Receiving Board Members will receive \$120 per election.

Inspection Board Members:

Inspection Board Members will receive \$160 per election.

Logic and Accuracy Certification Board pay:

Logic and Accuracy Certification Board members will receive ~~\$400~~ \$150.00 for their service in the conduct of the logic and accuracy test(s) and an additional ~~\$400~~ \$150.00 for their service on Election Day and post-Election Day.

Overtime:

Total number of overtime hours worked at time and one-half. Total cost of overtime divided by the total number of registered voters in all jurisdictions = unit price. Unit price x total number of registered voters in each jurisdiction = total cost per jurisdiction.

2. Early Ballot & Provisional Ballot Processing expenses:

This cost will be implemented for any election with a combined total of 50,000 or more registered voters. This cost will be implemented at the discretion of the Pima County Elections Department.

1 – \$75.00 minimum fee for 1 – 200 Early Ballots and Provisional Ballots.
2 – Over 200 Early Ballots and Provisional Ballots – the cost is \$.50 per ballot.

3. Ballot Printing: Actual cost (includes Early Ballots and Election Day Ballots).

4. Advertising: Actual cost if County submits the advertisement.

5. TSX Programing: Actual Cost

6. Professional Services:

Postage: Actual cost.
Printing: Actual cost.
Sort, label & mail: Actual cost.
Translations: Actual cost.

7. Computer:

Total number of hours x \$65.00 = total cost of counting ballots (this includes Early Ballots, Election Day Ballot results and Provisional Ballots).
Total cost divided by the total number of ballots cast for all jurisdictions = unit price. Unit price x total number of ballots cast for each jurisdiction = total cost per jurisdiction.

8. Building Rental: Actual cost of polling place and class instruction facilities.

9. Precinct package preparation fee:

\$300 per package x total number of voting areas per jurisdiction. (Package includes supply box, Touch Screen and ballot box.)

10. Other:

Voting Booth Rental: \$10.00 per booth.

Handicapped Booth: \$12.00 per booth.

Miscellaneous charges: Other charge(s) incurred related to the conduct of the election. Charges may include cost of mileage, vehicle rental, photocopies, maps, cellular phone call charges, etc.

11. Replacement Costs: Actual cost.

LEVEL 2. CONSOLIDATED ELECTIONS

Any jurisdiction may choose to have its election combined with any countywide election. A fee of 75 cents* per registered voter will apply.

The seventy-five cent fee covers the following services:

- Poll Worker recruitment, training and service
- Polling Place acquisition and use
- Sample Ballot printing and postage
- Translation services
- Early and Provisional Ballot processing
- All supplies
- Supply delivery and pickup
- Law Enforcement
- Technical Support
- Election night processing and tabulation

If an election is held during a countywide Primary Election, the jurisdiction will pay actual cost of additional ballots needed. Any additional services requested by the jurisdiction are provided on actual cost basis.

*Any jurisdiction that has 300 or less registered voters will not be charged the fee for a consolidated election. If a water district that has 300 or less registered voters chooses to have a property owner ballot, the district will pay the 75-cent fee plus the actual additional charges incurred with property owner ballots.

LEVEL 3. NON-GOVERNMENTAL ELECTIONS

A non-governmental organization may have assistance from the Pima County Elections Department in conducting an election. A flat fee of \$1,200 will apply. The Pima County Elections Department may provide services for Student Body Elections at no charge.

The \$1,200 covers the following services:

Ballot Layout:

The organization must provide the Pima County Elections Department with ballot language no later than 45 days prior to the election. If the ballot language is not provided within 45 days, the Pima County Elections Department will not do the ballot layout. The organization is responsible for printing ballots. The Pima County Elections Department will provide a suggested printing company's name, telephone number and address at the request of the organization.

**Sample Ballot &
Publicity Pamphlet:**

The jurisdiction is responsible for preparing and printing any sample ballot or publicity pamphlet.

**Poll Worker Acquisition &
Training:**

The Pima County Elections Department will not recruit Poll Workers, nor will they staff a polling place. The Pima County Elections Department will train Poll Workers, at the request of the organization. The Pima County Elections Department will supply lists of Poll Workers in the area at the request of the organization. The jurisdiction is responsible for acquiring a facility for Poll Worker training.

Ballot Tabulation:

The Pima County Elections Department will provide ballot tabulation during normal business hours at the Pima County Elections Department Office. Tabulation must be completed by the close of business.

Polling Place Facilities:

The jurisdiction is responsible for acquiring the facility for voting on Election Day. This includes setup and cleanup of facility.

Non-Governmental Elections will not include Touch Screen Voting Devices.

PRICE LIST

MAPS: Maps printed by an outside printer will be sold at actual cost.

PHOTO COPIES: Photo copies are \$.35 per page. If a document is two-sided and copies are two-sided, the cost is \$.35 per side.

RESEARCH FEES: A research fee will be assessed at the price of \$25.00 per hour (one-hour minimum) for any information more than two calendar years old.

ELECTION RESULTS: Election results are available on electronic media and are \$10.00 per device.