



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

Award  Contract  Grant

Requested Board Meeting Date: 2/6/2018

\* = Mandatory, information must be provided

or Procurement Director Award

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

Arizona Secretary of State

**\*Project Title/Description:**

AZSOS Equal Agreement

**\*Purpose:**

The Arizona Secretary of State operates a program for state and local candidates to be able to collect signatures for their nomination petitions electronically. That system must receive data from Pima County's voter registration system in order to be able to include Pima County candidates and voters. This agreement details the responsibilities for each party related to that service.

**\*Procurement Method:**

Agreement - Procurement exempt- Intergovernmental Agreement

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

A secure web service will be established to transmit voter registration data to the Arizona Secretary of State in order for them to operate the Equal portal

**\*Public Benefit:**

This portal will enable all candidates running for any office in Arizona or Pima County candidates to collect signatures electronically for their candidacy, including but not limited to, for example, candidates for Board of Supervisors, any school board candidate or a justice of the peace candidate.

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

Pima County candidates can collect signatures and Pima County voters can sign petitions through the portal.

**\*Retroactive:**

No

FEB 01 18 PM 04:39 PC CLK OF RD

*To: COB- 2-1-18  
Ver. - 1  
pgs. 7 (3)  
Addendum*

**Contract / Award Information**

Document Type: CTN Department Code: RE Contract Number (i.e., 15-123): 18\*111

Effective Date: 2/6/18 Termination Date: 2/6/23 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* 0  Revenue Amount: \$ 0

\*Funding Source(s) required: none

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No

\*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 Franklin

Department: Recorder Telephone: 520-724-4356

Department Director Signature/Date: F. Rodriguez 2-1-18

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

County Administrator Signature/Date: C. Probst 2/1/18

*(Required for Board Agenda/Addendum Items)*

Contract No: CTN-RE-18-111 Amendment No: \_\_\_\_\_

This number must appear on all correspondence and documents pertaining to this contract

**Agreement**  
between  
**Pima County and the Office of the Secretary of State**  
for  
**Web Service Project**

This Agreement (“Agreement”) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“County”), on behalf of the Pima County Recorder (“County Recorder”) and the Office of the Secretary of State (“Secretary”).

**Recitals**

- A. County and Secretary may contract for services and enter into agreements with one another pursuant to A.R.S. § 11-201(A)(3).
- B. Secretary is required by A.R.S. § 16-317 to provide a system for qualified electors to sign nomination petitions for candidates by way of a secure internet portal.
- C. Secretary operates a secure internet portal known as “E-Qual.” The E-Qual portal allows registered voters in the correct jurisdiction to electronically sign a candidate nomination petition. The SOS intends to expand E-Qual to include petitions for city, town, county community college, special taxing districts, joint technological education districts, and precinct committeemen candidates, including those in Pima.
- D. County and Secretary desire to provide Secretary with necessary data (“Data”) maintained by County Recorder. A new web service must be established because County is not currently connected to the E-Qual portal.

NOW, THEREFORE, County and Secretary, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

**Agreement**

- 1. **Purpose.** The purpose of this Agreement is to establish a web service which will allow County to transmit Data to Secretary to operate the E-Qual portal.
- 2. **Responsibilities of County.** County will work cooperatively with Secretary to establish the web service and will provide the following voter Data for Active and Inactive voters to Secretary via the web:

- a. Voter Registration ID
- b. County
- c. Congressional District
- d. Legislative District
- e. City or Town
- f. City Ward
- g. Justice of the Peace District
- h. Governing Board of a School District
- i. Community College District
- j. Precinct Number
- k. Joint Technological Education District (JTED)
- l. Fire District
- m. Water District
- n. Supervisorial District
- o. Health District

3. **Responsibilities of Secretary.** Secretary will work cooperatively with County to operate the E-Qual system and integrate County's Data as follows:
- a. A registered voter will access E-Qual to attempt to sign an eligible candidate petition.
  - b. The voter must verify he or she is a qualified elector by providing an Arizona Driver's License Number or Arizona Non-Operating Identification Card Number (along with certain additional credentials) that matches the voter's registration record.
  - c. E-Qual determines whether the voter resides in a county that utilizes the statewide voter registration database. If E-Qual determines that the voter resides in a county that does not utilize the statewide voter registration database, E-Qual must rely on a web service to access the necessary Data.
  - d. If the voter's credentials match the voter's registration record, the web service will return the Data that corresponds to the voter.
  - e. E-Qual will display the candidate petitions the voter is eligible to sign based on the Data received from the web service.
4. **Term.** This Agreement will be effective on the date it is fully executed by both parties and will continue for five (5) years. This Agreement may be renewed for additional terms upon agreement of the parties. Any party may terminate this Agreement upon furnishing the other party with a written notice at least thirty (30) days prior to the effective termination date.

5. **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”) for bodily injury of any person (including death) or property damage related to this Agreement, 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.
6. **Insurance.** All parties to this agreement are government entities. Neither entity is required to procure special insurance coverage for their obligations under this Agreement.
7. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards, and Executive Orders.
8. **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 Agreement. The parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this Agreement by reference.
9. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 C.F.R. Parts 35 and 36, and any equivalent State accessibility requirements.
10. **Severability.** If any provision of this Agreement, 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 Agreement that can be given effect without the invalid provision or application.
11. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
12. **Non-Appropriation.** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Pima County Board of Supervisors or the Secretary does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the parties will have no further obligations under this Agreement other than for payment for services rendered prior to cancellation. No liability shall accrue to Secretary or any other agency of the State of Arizona in the event this provision is exercised, and neither Secretary nor any other agency of the State of Arizona shall be obligated or liable for

any future payments or for any damages as a result of termination under this paragraph.

13. **Legal Authority.** If a court, at the request of a third person, should declare that either party lacks authority to enter into this Agreement, or any part of it, then the Agreement, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
14. **Worker's Compensation.** Each party will 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.
15. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement will be construed to, create any partnership, joint venture, or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
16. **No Third Party Beneficiaries.** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
17. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

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

Secretary:  
Honorable Michele Reagan  
Secretary of State  
1700 West Washington Street  
Floor 7  
Phoenix AZ 85007-2808  
Phone: (602) 542-4285

*With copies to:*  
County Administrator  
130 West Congress Street  
10th Floor  
Tucson, AZ 85701

Clerk of the Board  
130 West Congress  
5<sup>th</sup> Floor  
Tucson, AZ 85701

18. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this Agreement. This Agreement may not be modified, amended, altered, or extended except through a written amendment signed by the parties.
19. **Records Retention.** Pursuant to A.R.S. §§ 35-214 and 35-215, the parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit at reasonable times. Upon request, the parties shall produce the original of any or all such records at the offices of the party.
20. **Anti-Boycott Warranty.** The parties warrant they are not engaged in a boycott of the State of Israel as defined by A.R.S. § 35-393.01.
21. **Compliance with Immigration Laws and E-Verify.** The parties warrant compliance with all Federal immigration laws and regulations relating to employees, and further warrant with compliance with E-Verify requirements pursuant to A.R.S. § 23-214(A). A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, which may subject the breaching party to penalties up to and including termination of the Agreement.
22. **Choice of Law.** This Agreement shall be construed in accordance the laws of the State of Arizona.

23. **Dispute Resolution.** The parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.
24. **Termination.** This Agreement may be terminated by either party with 30 days written notice.



**THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS**

IN WITNESS WHEREOF, the parties execute this Agreement:

PIMA COUNTY BOARD OF  
SUPERVISORS

OFFICE OF THE SECRETARY OF  
STATE

\_\_\_\_\_  
Richard Elías, Chairman

\_\_\_\_\_  
Michele Reagan, Secretary of State

\_\_\_\_\_  
Date

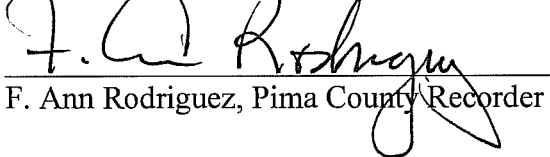
\_\_\_\_\_  
Date

ATTEST:

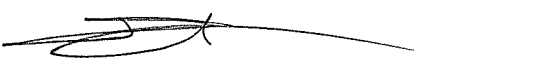
\_\_\_\_\_  
Julie Castañeda,  
Clerk of the Board of Supervisors

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
F. Ann Rodriguez, Pima County Recorder

APPROVED AS TO FORM:

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