



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 4/5/2022

* = Mandatory, information must be provided

or Procurement Director Award:

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

Town of Sahuarita

***Project Title/Description:**

Intergovernmental Agreement for Election Services Between Town of Sahuarita and Pima County

***Purpose:**

To provide the Town of Sahuarita with election services for any elections they hold.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

To contract with the Town of Sahuarita for any elections they hold during the IGA agreement time frame. This will result in revenue for the County.

***Public Benefit:**

Through the IGA process, the Town of Sahuarita contracts with Pima County to conduct their 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

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THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CTN Department Code: EL Contract Number (i.e., 15-123): 22*0118
Commencement Date: 5/1/2022 Termination Date: 12/31/25 Prior Contract Number (Synergen/CMS):
Expense Amount \$ Revenue Amount: \$ 67,784.00 per election

*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 22-10.

Amendment / Revised Award Information

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

Amendment No.: AMS Version No.:

Commencement Date: New Termination Date:

Prior Contract No. (Synergen/CMS):

Expense 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):

Commencement 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: Clarissa Lara

Department: Elections

Telephone: 520-724-6888

Department Director Signature: Mary E. Martinson

Date: 3/7/2022

Deputy County Administrator Signature: [Signature]

Date:

County Administrator Signature: [Signature]

Date: 3/10/2022

INTERGOVERNMENTAL AGREEMENT
For Election Services
Among the Town of Sahuarita and Pima County

This Intergovernmental Agreement (IGA) is by and among 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 ELECTIONS DEPARTMENT (the "Elections Department").

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

WHEREAS, the Town of Sahuarita, an Arizona political subdivision pursuant to A.R.S. § 9-231 (A), seeks Pima County's assistance in the preparation and conduct of the Town's primary elections, general elections and special elections;

NOW, THEREFORE, IT IS AGREED by and between the County, on behalf of its Elections Department, and the Town, pursuant to A.R.S. §§ 16-205(C), 16-172, 16-405 *et seq.*, 16-450, 11-251(3), and 11-951, *et seq.*, as follows:

1. **Purpose.** The purpose of this IGA is to provide election services to the Town for the Town's primary elections, general elections and special elections.
2. **County Obligations.** County shall:
 - A. Provide election services at the applicable cost set forth in the **Fee Schedule** approved by the Board of Supervisors in 2018 as requested by the Town Clerk for placing ballot language on the Pima County ballot.
 - B. Provide final camera-ready ballot formats to the Town, including Spanish language translations, no later than 55 days prior to each election. Upon written notice of a need for a change to the ballot format approved by the Town, the Elections Department shall, if possible, arrange for the corrections to be made by the vendor. The Elections Department will inform the Town of any additional charges incurred.
 - C. Prepare and deliver an invoice to the Town from the Elections Department for election costs pursuant to this IGA, within forty-five (45) days after the date of each election. The invoice will be based on the level of service on the
 - D. Assure that all polling locations (if used) comply with the Americans with Disabilities Act by using the ADA Checklist for Polling Places (2004) published by the U.S. Department of Justice.
3. **Town Obligations.** The Town shall:
 - A. Make arrangements with the County for any necessary language translations as required by Section 203 of the Voting Rights Act.
 - B. Provide the County Elections Department with the final certified copy of any ballot issue for a Town election at least 120 days prior to the election, unless a different timeframe is

otherwise mutually agreed upon. The final certified copy of the ballot issue will be provided in an electronic format (Microsoft Word).

- C. Review and approve the camera-ready ballot formats provided by the Elections Department no more than two (2) business days after receipt. The Town must notify the Elections Department, in writing, of any required changes after the ballot format has been approved.
 - D. Be responsible for the preparation and distribution of publicity pamphlets, including, but not limited to, any requisite translation, printing and mailing.
 - E. Pay any and all charges for printing of publicity pamphlet by commercial means directly to the commercial vendor providing such services.
 - F. Arrange for and publish any and all notices of each election as required by law.
 - G. Prepare and timely submit any reports required under A.R.S. § 16-409(B).
 - H. Should the election be challenged or questioned for any reason whatsoever, the Town shall be responsible for defense. This duty shall survive the expiration of the IGA, provided that County shall cooperate with Town in making relevant information and witnesses available upon reasonable request.
 - I. Within thirty (30) days of date of the invoice, Town shall reimburse County, in full, for invoiced costs of election at the rates set forth in Exhibit A.
 - J. The Town will, within thirty (30) days of the date of the invoice, pay the Elections Department the actual costs for any changes to ballots incurred by the Elections Department.
 - K. Any amount invoiced by the County that is not paid thirty (30) days from the date of the invoice shall accrue interest at the rate of ten percent (10%) per annum until paid. The Town expressly acknowledges and agrees that the payments required to be made hereunder constitute valid, binding obligations and authorized debt of the Town.
4. **Term.** This IGA must be approved and signed by both parties. This IGA shall terminate on December 31, 2025. Any modification or time extension of this IGA shall be by formal written amendment and executed by the parties hereto.
6. **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") arising out of bodily injury or 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.
7. **Compliance with Applicable 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 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 in the governing laws, rules and regulations during the terms of this IGA shall apply but do not require an amendment.

8. **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 that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out 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 is set forth in full herein.
9. **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.
10. **Severability.** If any provision of this IGA or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.
11. **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.
12. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the County Board of Supervisors or Town does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, County or Town shall have no further obligation other than for payment for services rendered prior to cancellation.
13. **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.
14. **Worker's Compensation.** 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 said party shall have the sole responsibility of the payment of Worker's Compensation benefits or other fringe benefits of said employees.
15. **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 Town employees, or between the Town and any County employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other party, including (without limitation) any other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
16. **No Third Party Beneficiaries.** Nothing in the provisions of this 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.

17. **Resolution of Conflicting Needs.** In the event conflict arises between the County and Town over the use of voting equipment, vote tallying equipment, or County elections personnel, County shall have priority, but shall make reasonable efforts to reconcile conflicts so that neither party will suffer as a consequence of conflict.

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

County:

Jan Leshner
Acting County Administrator
130 W. Congress St., 10th Floor
Tucson, AZ 85701
Phone: (520) 724-8661
Fax: (520) 724-8171

Mary Martinson
Interim Elections Director
6550 S. Country Club
Tucson, AZ 85756
Phone: (520) 724-6830
Fax: (520) 724-6870

Melissa Manriquez
Clerk of the Board of Supervisors
130 W. Congress St., 5th Floor
Tucson, AZ 85701
Phone: (520) 724-8449
Fax: (520) 222-0448

Town:

Lisa Cole
Town Clerk, Town of Sahuarita
375 W. Sahuarita Center Way
Sahuarita, AZ 85629
Phone: (520) 822-8801
Fax: (520) 822-8820

19. **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 Town paid to County in accordance with this IGA and not encumbered at the time of termination shall be refunded to Town and, if Town terminates, Town shall pay any and all costs of County incurred up to the date of termination or as a result of termination.

20. **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.

21. **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:

Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.

Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.

If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.

If required by law, workers' compensation coverage including employees' liability coverage.

Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self-insurance pursuant to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this article.

22. **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.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on this _____ day of _____, 2022.

PIMA COUNTY:

Chair, Board of Supervisors Date

ATTEST:

Clerk of the Board of Supervisors Date

APPROVED AS TO CONTENT:

Marye Martinson
Elections Director Date

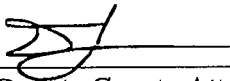
TOWN OF SAHUARITA:

Tom Murphy 1/24/2022
Mayor, Town of Sahuarita Date

ATTEST:
Sean [Signature] 1/24/2022
Clerk, Town of Sahuarita Date

The foregoing Intergovernmental Agreement between the Town and Pima County 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:

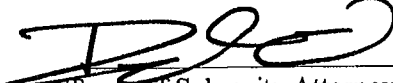


Deputy County Attorney

12/28/21

Date

TOWN OF SAHUARITA:



Town of Sahuarita Attorney

Date