



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 6/20/2023

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Pima County Recorder

***Project Title/Description:**

Superintendent of Schools and Recorder Agreement for conducting school district elections

***Purpose:**

Use of election services from the Recorder's Office to conduct regular and special school district elections

***Procurement Method:**

Procurement exempt-cooperative agreement between two county departments

***Program Goals/Predicted Outcomes:**

To ensure elections ordered by school district governing boards or the County School Superintendent are conducted consistent with State law

***Public Benefit:**

Each community's desire to support or oppose any school district ballot measure or candidate for a school board.

***Metrics Available to Measure Performance:**

Office Election Canvass issued within 30 days from Election Day

***Retroactive:**

Yes, continuing revisions to the IGA between departments delayed submitting for Board approval

TO: COB 5-7-2023 Q2
VRS: 1
PGS: 6

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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: CT Department Code: SS Contract Number (i.e., 15-123): 23*383
 Commencement Date: 7/1/2022 Termination Date: 6/30/2023 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 305,000 (Est.) * ☐ Revenue Amount: \$ 305,000 (Est.)

***Funding Source(s) required:** _____

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 305,000 % 100

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: Marsha Callaway

Department: Superintendent of Schools

Telephone: 520-724-8999

Department Director Signature: _____ Date: 5/23/2023

Deputy County Administrator Signature: _____ Date: _____

County Administrator Signature: _____ Date: 5/23/23

**AGREEMENT BETWEEN
THE PIMA COUNTY BOARD OF SUPERVISORS
THE PIMA COUNTY RECORDER
AND THE PIMA COUNTY SCHOOL SUPERINTENDENT
FOR CONDUCTING SCHOOL ELECTIONS**

This is an Agreement ("Agreement") between the Pima County Board of Supervisors ("Board") the Pima County Recorder ("Recorder") and the Pima County School Superintendent ("Superintendent") for use of election services to conduct regular and special school district elections.

RECITALS

WHEREAS, Arizona Revised Statutes (A.R.S.) § 16-172 authorizes political subdivisions within Pima County to use the Pima County voter registration rolls to conduct elections and requires the political subdivisions to negotiate a contract with the Recorder at least sixty (60) days in advance of an election to reimburse the Recorder for actual expenses in preparing the necessary lists for use in the election; and,

WHEREAS, A.R.S. § 15-423 requires the Recorder, upon request, to provide copies of school district precinct registers in the manner and for the fees prescribed in A.R.S. § 16-172, for political subdivisions or, in the case of a special election or an election held at a time and place other than a general election in a school district; and,

WHEREAS, A.R.S. § 15-302(A)(7) and § 15-406(B) require the Superintendent to contract with the Board to conduct all regular school district elections and A.R.S. § 15- 302(A)(8) requires the Superintendent to be responsible, in cooperation with the school district governing boards and the Board, for all special school district elections; and,

WHEREAS, A.R.S. § 15-406 requires that the costs of special school elections, including preparation of ballots, is charged against the funds of school districts involved, and contracted costs of regular school district elections is charged against the Superintendent who shall prorate such costs to the school districts;

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Term

The term of this Agreement shall begin on July 1, 2022, and continue through June 30, 2023. Thereafter, this Agreement may be extended for successive one (1) year terms upon written agreement of the parties.

2. Duties of the Recorder for Conducting Polling Place/Vote Center Elections

- 2.1 The Recorder will prepare the official files for precinct registers and signature rosters for use in school district elections. The files will be available for use on electronic poll books to be used at Vote Centers for the election. The first file will be provided to the Elections Department no later than ten (10) business days prior to the date of the election. Supplemental files will be uploaded to the electronic poll books after 5:00 p.m. on the day prior to the date of the election.
- 2.2 The Recorder shall prepare and deliver a single invoice to the superintendent of each school district and copy the Superintendent on all invoices. The invoice shall contain a detailed itemization of all costs no later than twenty-one (21) business days after the date of election and as promptly as reasonably possible for an election occurring within thirty (30) days of the end of the fiscal year.
- 2.3 In addition, the Recorder will provide any of the following services at the request of the Superintendent or designee:
 - a. Provisional ballot verification
 - b. Conditional provisional ballot verification
 - c. Early ballot processing, including request forms, postage and verification of all early ballots requested for the election and delivery of voted early ballots to the Early Ballot Board.
 - d. Active Early Voting List (AEVL) ballots
 - e. Replacement ballots for satellite location and by mail
 - f. Processing of all problem ballots, to include contacting the voter by phone, text, email, and/or physical letter as a way to resolve problem ballots.
- 2.4 All costs incurred by the Recorder in the performance of duties outlined in Section 2 of this Agreement, shall be charged pursuant to the Pima County Fee Ordinance, in effect at the time services were provided by the Recorder's Office, to establish fees for elections-related services, voter registration data, and recorded document services.
- 2.5 No later than fifty (50) days before the date of election in order for the Superintendent to mail the Informational Pamphlet, provide the Superintendent the mailing data that includes the following:
 - a. Mailing address of every household with at least one (1) active voter
 - b. An explanation that voters can go to any open Vote Center on Election Day to cast their ballot, along with a link to a full list of those locations.

3. Duties of the Recorder for Conducting All-Mail Ballot Elections

- 3.1 If the Recorder is notified not later than one hundred and thirty (130) days before the date of election that a school district wishes to conduct an all-mail ballot election pursuant to A.R.S. §§ 16-409 and 16-558, the Recorder shall provide the following services:

- a. Mailing of ballots to every active voter in the school district
 - b. Provision of replacement ballots to satellite locations and by mail
 - c. Conduct signature verification
 - d. New resident ballots
 - e. Processing of all problem ballots, to include contacting the voter by phone, text, email, and/or physical letter as a way to resolve problem ballots.
- 3.2 All costs incurred by the Recorder in the performance of duties outlined in Section 3 of this Agreement, shall be charged pursuant to the Pima County Fee Ordinance, in effect at the time services were provided by the Recorder's Office, to establish fees for elections-related services, voter registration data, and recorded document services.
- 3.3 No later than fifty (50) days before the date of election in order for the Superintendent to mail the Informational Pamphlet, provide the Superintendent the mailing data that includes the following:
 - a. For all-mail ballot elections:
 - i. Mailing address of every household with at least one (1) active voter
- 4. Additional Recorder Fees, Where Applicable
 - 4.1 Voter registration maintenance fee for each active and inactive voter for every election or from rental car charges as needed.
 - 4.2 Consolidated Election Participation Fee for all elections where there is already a countywide election taking place.
 - 4.3 If requested, the Recorder will provide Team Voting. The Superintendent will be notified of such request for Team Voting.
 - 4.4 Should a school district or the Superintendent request an election service less than seventy-five (75) days prior to the date of election, the requesting district or the Superintendent shall be charged the additional, actual expenses incurred, including overtime compensation, in order for the Recorder to provide services for a separate concurrent special election for the school district.
 - 4.5 Special Ballot Charges
 - a. For single and multiple pages
 - b. Inserts may be no longer 8 ½ inches by 4 ½ inches in size. Larger materials may be used, but must be folded prior to delivery to the Recorder's Office so that the final size does not exceed 8 ½ inches by 4 ½ inches.
 - c. A school district shall be responsible for any additional postage resulting from including special ballot inserts.
 - d. All inserts shall be printed on 20-pound paper.

- 4.6 Mileage charged shall be charged at actual costs based on the usage charges from Pima County Motor Pool.
- 4.7 All costs incurred by the Recorder in the performance of duties outlined in Section 4 of this Agreement, shall be charged pursuant to the Pima County Fee Ordinance, in effect at the time services were provided by the Recorder's Office, to establish fees for elections-related services, voter registration data, and recorded document services.

5. Duties of the Superintendent

The Superintendent shall:

- 5.1 Notify the Recorder at least eight-five (85) days prior to the next consolidated election date of such school district(s) intention to conduct an election that require the Recorder's services. A notice of an all-mail ballot election shall include the date which ballots should be mailed pursuant to A.R.S. § 16-409.
- 5.2 Provide the Recorder with an official list, by school district, signed by the Superintendent or their designee, of the school board candidate(s) at least seventy- five (75) days prior to the date of election. The listing shall include all candidate contact information contained in the candidate's Nonpartisan Nomination Paper.
- 5.3 Be responsible for the creation, translation, printing, and mailing of all publicity pamphlets. The Information Pamphlet shall include the sample ballot. Not later than (50) days before the date of election, request the mailing data to issue the Informational Pamphlet to voters within thirty-five (35) days before the date of election pursuant to A.R.S. §§ 15-481(B) and § 35-454(A).
- 5.4 Provide the Recorder with Informational Pamphlets for inclusion with out-of-state ballot requests prior to the start of early voting.
- 5.5 Forward invoices issued by the Recorder to the school districts to be paid within thirty (30) days from the invoice date indicated on each school district invoice.

6. Additional Provisions:

- 6.1 No party shall discriminate against any Pima County employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out duties pursuant to this Agreement. Both parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which are incorporated into this Agreement by reference as if set forth in full herein.
- 6.2 All 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.

- 6.3 This Agreement 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.
- 6.4 Nothing in the provisions of 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 any party to the Agreement by imposing any standard of care different from the standard of care imposed by law.
- 6.5 The parties to this Agreement have had an opportunity to discuss the Pima County Attorney's Office joint representation in connection with advice regarding and review of this Agreement and have consented to that joint representation.

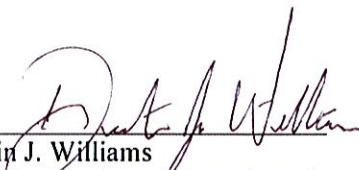
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Agreement between the Pima County Board of Supervisors
the Pima County Recorder and the Pima County School Superintendent
for Conducting School Elections through June 30, 2023

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on this

_____ Day of _____, 2023.

By: _____
Adelita Grijalva, Chair
Pima County Board of Supervisors


By: 
Dustin J. Williams
Pima County School Superintendent

By: 
Gabriella Cázares-Kelly
Pima County Recorder

ATTEST

APPROVED AS TO FORM:

By: _____
Clerk, Board of Supervisors
Pima County

By: 
Daniel Jurkowitz
Deputy County Attorney