



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 10/17/17

* = 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 City of Tucson with election services for their November 7, 2017 General 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 7, 2017 General 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 General 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. 10-2-17
Ver. - 1
yjs. 7

Procure Dept 09/29/17 PM02:48

Contract / Award Information

Document Type: CTN Department Code: EL Contract Number (i.e., 15-123): CTN 18*0060
Effective Date: 10/17/17 Termination Date: 12/31/17 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$* _____ ☒ Revenue Amount: \$ 93,000

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

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? No**

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. Nelson

Department: Elections

Telephone: 724-6874

Department Director Signature/Date: [Signature] 9-28-17

Deputy County Administrator Signature/Date: [Signature] 9-28-17

County Administrator Signature/Date: [Signature] 9/29/17
(Required for Board Agenda/Addendum Items)

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 ("City") and PIMA COUNTY, a political subdivision of the State of Arizona ("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's assistance in the preparation and conduct of the City's General Election on November 7, 2017.

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:

1. **Purpose.** The purpose of this IGA is to provide election services to the City for the City's November 7, 2017 General Election.
2. **County Obligations.** County shall:
 - A. Provide election services at \$.38 a registered voter for placing ballot language on the Pima County ballot.
 - B. Provide for all of the following services:
 - Verified mail ballot processing
 - Conduct of the Logic and Accuracy Test
 - Election Night processing and tabulation
 - Canvass preparation
 - C. 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 7, 2017 election. The invoice should be based on the voter registration data provided by the Pima County Recorder as of the October 9, 2017 voter registration cut-off. The invoice shall be calculated based on \$.38 a registered voter.
 - D. Design the ballot such that City candidates and any ballot questions the City chooses to include shall be placed before the any other jurisdiction's election.

E. Work with the City to educate voters concerning the consolidated election.

3. **City Obligations.** City shall:

A. Assure that any translations required by the Voting Rights Act 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.

C. Within 30 days of date of the invoice, City shall reimburse County, in full, for invoiced costs of election at the rates set forth in Section 2.

D. Work with the County to educate voters concerning the consolidated election.

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

5. **Term.** This IGA must be approved and signed by both parties. This IGA shall terminate on December 31, 2017. 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 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 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 County, City 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 City 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 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 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 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 City 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:

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

Brad R. Nelson
Elections Director
6550 S. Country Club
Tucson, AZ 85756
Phone: (520) 724-6830
Fax: (520) 724-6870

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

City:

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

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 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.
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. **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.
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 19th day of September, 2017.

PIMA COUNTY:

Chair, Board of Supervisors Date

ATTEST:

Clerk of the Board of Supervisors Date

APPROVED AS TO CONTENT:

Braetly Nelson 9/17/
Elections Director Date

CITY OF TUCSON:

[Signature] 09/19/17
Mayor, City of Tucson Date

ATTEST:

[Signature] 09/19/17
City Clerk Date

APPROVED AS TO CONTENT:

Deborah Reinecke 9/17/17
Deputy City Clerk Date

The foregoing Intergovernmental Agreement between the City of Tucson 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:

[Signature] 9/17/17
Deputy County Attorney Date
DANIEL JURKOWITZ

CITY OF TUCSON:

[Signature]
Attorney for City of Tucson Date

ADOPTED BY THE
MAYOR AND COUNCIL

September 19, 2017

RESOLUTION NO. 22819

RELATING TO ELECTIONS; APPROVING AND AUTHORIZING EXECUTION OF TWO (2) INTERGOVERNMENTAL AGREEMENTS BETWEEN THE CITY OF TUCSON AND PIMA COUNTY RELATING TO ELECTION SERVICES TO BE PROVIDED BY THE PIMA COUNTY RECORDER AND THE PIMA COUNTY ELECTIONS DIVISION FOR THE NOVEMBER 7, 2017 CITY OF TUCSON GENERAL AND SPECIAL ELECTIONS; AND DECLARING AN EMERGENCY.

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 between the City of Tucson and Pima County, attached as Exhibit A, for election services to be provided by the Pima County Recorder for the November 7, 2017 City of Tucson General and Special Elections.

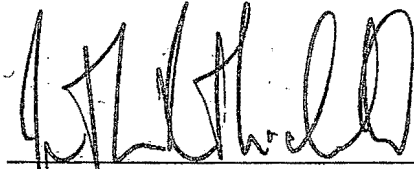
SECTION 2. The Mayor and Council approves the Intergovernmental Agreement between the City of Tucson and Pima County, attached as Exhibit B, for election services to be provided by the Pima County Elections Division for the November 7, 2017 City of Tucson General and Special Elections.

SECTION 3. The Mayor is authorized and directed to execute the Intergovernmental Agreements and the City Clerk is authorized and directed to attest the Mayor's signature.

SECTION 4. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

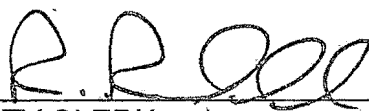
SECTION 5. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this Resolution become immediately effective, an emergency is hereby declared to exist and this Resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED BY THE MAYOR AND COUNCIL
OF THE CITY OF TUCSON, ARIZONA, September 19, 2017




MAYOR

ATTEST:



CITY CLERK


APPROVED AS TO FORM:



CITY ATTORNEY

DPM/ma
DPM/dg
9/8/17

REVIEWED BY:



CITY MANAGER