



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 06/22/2021

* = 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:**

No

To: COB 5-24-2021 (1)
Vers: 1
pgs: 6

Contract / Award InformationDocument Type: CT Department Code: SS Contract Number (i.e., 15-123): 21*456Commencement Date: 07/01/2021 Termination Date: 06/30/2022 Prior Contract Number (Synergen/CMS): _____☒ Expense Amount: \$* \$80,000(Est) ☐ Revenue Amount: \$ \$80,000(Est)***Funding Source(s) required:**Funding from General Fund? ☒ Yes ☐ No If Yes \$ \$80,000 (Est) % 100Contract 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 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

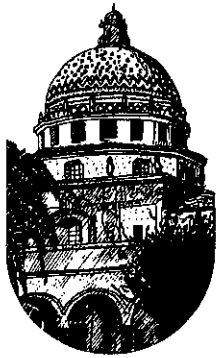
Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

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 CallawayDepartment: Superintendent of Schools Telephone: 520-724-8999Department Director Signature/Date: [Signature] 5/18/2021

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: [Signature] 5/20/2021*(Required for Board Agenda/Addendum Items)*



MEMORANDUM

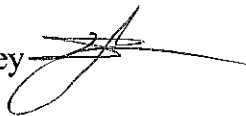
PIMA COUNTY ATTORNEY'S OFFICE | CIVIL DIVISION

32 N. Stone Ave., Suite 2100

Tucson, AZ 85701

(520) 724-5700 | Fax: (520) 620-6556

To: The Pima County Board of Supervisors

From: Daniel Jurkowitz, Deputy County Attorney 

Date: May 6, 2021

Subject: Joint Representation Agreement for Election Services Contracting


The Civil Division of the County Attorney's Office is the County's "in-house" law firm. As such, we represent the County and sometimes individual elected officials in connection with contracts. The County School Superintendent, the County Recorder, and the Board of Supervisors are required to contract with each other for the provision of election services for school district elections and our office is providing advice in connection with the drafting of those contracts. *See e.g. A.R.S. § 15-406(B).* We believe that we can ethically represent you and the other parties to the contracts because your interests and the interests of the County in connection with the contracts are not in conflict with one another. There are, however, certain things that you should understand about the scope of our representation of you under the circumstances.

As your attorney, our office will have a duty of loyalty to you, and a duty to not disclose your confidential attorney-client communications. We will *also*, however, have an *equal* duty of loyalty to our other clients, and your communications, though confidential as to the rest of the world, will not be confidential as to our other clients. That means that if we learn something from you, in the course of our representation of you, that is material to the County's interests, we may be required to disclose that information to the appropriate County representative(s). Likewise, however, we will have a duty to share with you information learned in the course of our communications with County representatives, if that information is material to your interests. Again, because your interests and the other party's interests are, given the non-controversial nature of the contracts, the same, that should not be problematic, but you should keep it in mind. If at some point you realize that you have information material to the contracts that you wish us to keep confidential, please inform us of the dilemma *before* you disclose the information itself, so that we can analyze our ethical obligations to you and our other clients under the circumstances, and assess the potential impact on the representations.

Second, even though you and the other County clients are currently aligned in your interests with respect to the contracts, it is always possible that your interests and those of the other County clients could diverge at some point. If such a conflict of interest develops, we may be forced to withdraw from our representation of both you *and* the other County clients, because continued representation of one of you could be a violation of our duties of loyalty and confidentiality to the other. Please inform us if you believe that such a conflict is developing so that, again, we can take the appropriate steps to safeguard the interests of both of our clients.

Please contact me to discuss any questions you may have about this agreement. I can be reached at 724-5700. Once you feel that you fully understand the implications of this joint representation, please sign the consent below, and return a copy of this letter to our office. Thank you.

Very truly yours,



Daniel Jurkowitz
Deputy County Attorney

CONSENT TO REPRESENTATION:

Having read the above explanation, and having had an opportunity to discuss the representation with the County Attorney's Office, the Pima County Board of Supervisors consents to that Office's joint representation of the Board of Supervisors and other Pima County clients in connection with the contracts referenced in the above memorandum.

Sharon Bronson, Chair
Pima County Board of Supervisors

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

**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 its 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, 2021, and continue through June 30, 2022. 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 Elections

- 2.1 The Recorder shall prepare the official precinct registers and signature rosters for use in school district elections. Three (3) precinct registers and one (1) signature roster assembled into voting areas, will be delivered to the Pima County Elections Department no later than ten (10) business days prior to the date of election. The precinct register for use by the Early Voting Board shall be delivered no later than 9:00 a.m. the date before the date of 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. Permanent Early Voting List (PEVL) 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. Polling place or consolidated voting areanumber
 - c. Name and address of the location of designated polling place or consolidated voting area number

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.

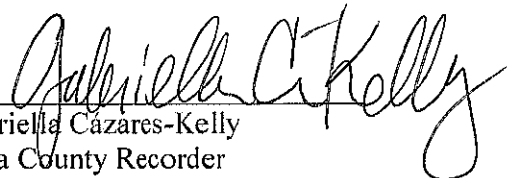
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IN WITNESS WHEREOF, the parties hereby have executed this Agreement on this

_____ Day of _____, 2021.

By: _____
Sharon Bronson, Chair
Pima County Board of Supervisors

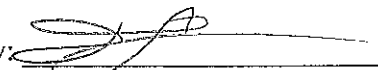
By: 
Dustin J. Williams
Pima County School Superintendent

By: 
Gabriella Cazares-Kelly
Pima County Recorder

ATTEST

APPROVED AS TO FORM:

By: _____
Clerk, Board of Supervisors
Pima County

By: 
Daniel Jurkowitz
Deputy County Attorney