



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 01/18/2022

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Town of Oro Valley

***Project Title/Description:**

IGA between the Pima County Recorder's Office and the Town of Oro Valley for Election Services (2022 - 2024 Election Cycles)

***Purpose:**

The purpose of this IGA is to provide election services to the Town of Oro Valley during the 2022 election cycle through the 2024 election cycle. In addition to the consolidated Primary and General election dates scheduled for 2022 and 2024, this IGA includes election services provided by the Pima County Recorder's Office for any special election called by the Town of Oro Valley during the term of this IGA.

***Procurement Method:**

This IGA is a non-procurement contract and is not subject to Pima County's Procurement rules.

***Program Goals/Predicted Outcomes:**

Successful completion of Town of Oro Valley scheduled elections as authorized by ARS §11-251(3), §11-951 et al., §16-172, §§16-205(C), §16-405, §16-409, and §16-450.

***Public Benefit:**

Completed elections conducted in a consistent and transparent manner ensuring the integrity of the electoral process.

***Metrics Available to Measure Performance:**

For each election called, the Pima County Recorder's Office will mail 90 day notices to registered Town of Oro Valley voters offering separate TOWN ONLY ballots for unaffiliated AEVL voters. The office will also provide Town of Oro Valley voters mail ballots as requested, will signature verify all voted/returned ballot affidavits, and will provide any additional early voting and election related services as outlined in the IGA.

***Retroactive:**

No.

TO: COB 1-5-2022 (2)
vers. 1
pgs. 6

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: RE Contract Number (i.e., 15-123): 22*092
Commencement Date: 3/15/2022 Termination Date: 12/31/2024 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☒ Revenue Amount: \$ 11,200.00

*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: Hilary H. Hiser, Assistant Chief Deputy

Department: Recorder

Telephone: 520-724-4340

Department Director Signature: Gabrielle C. Kelly Date: 1/5/2022

Deputy County Administrator Signature: _____ Date: _____

County Administrator Signature: [Signature] Date: 1/5/2022

PIMA COUNTY CONTRACT	
NO. CTN-RE-22*092	AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

INTERGOVERNMENTAL AGREEMENT

Between
The Town of Oro Valley and Pima County
For Election Services

This Intergovernmental Agreement (IGA) is by and among THE TOWN OF ORO VALLEY 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 RECORDER ("the Recorder").

R E C I T A L S

1. The TOWN, pursuant to A.R.S. §§ 9-231(A) and 16-204(E) will prepare for and conduct at least four elections: a Primary Election to be held on August 2, 2022, a General Election to be held on November 8, 2022, a Primary Election to be held on August 6, 2024, and a General Election to be held on November 5, 2024, for members of its common council and/or ballot propositions, as well as any other special election, called by the common council if necessary.
2. A.R.S. §§ 11-251(3), 16-172, 16-205(C), 16-405 *et seq.*, 16-450, authorize the County to perform services for any political subdivision regarding elections.
3. The parties are authorized to enter into an intergovernmental agreement pursuant to A.R.S. §§ 11-952 *et seq.* and 16-205(C).
4. The TOWN desires to utilize the Pima County registration rolls and other election-related services provided by the Recorder for the Primary Election to be held on August 2, 2022, a General Election to be held on November 8, 2022, a Primary Election to be held on August 6, 2024, and a General Election to be held on November 5, 2024 for members of its common council and/or ballot propositions, including any other special election that may be called by the TOWN during the 2022, 2023, and 2024 consolidated election dates.
5. The TOWN, the County and the Recorder have determined that it is in the best interest of the public for the TOWN to use the services of the Recorder in conducting any elections called between March 15, 2022 and through November 5, 2024.

NOW, THEREFORE, the parties hereto agree as follows:

The purpose of this IGA is to set forth the duties and responsibilities of the Recorder and the TOWN with respect to primary election, general election and/or any special elections that should occur during the 2022 election cycle through the 2024 election cycle for elections to be held by the TOWN of Oro Valley.

ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

The term of this IGA shall start March 15, 2022 and end December 31, 2024 , and through the completion of all obligations and activities associated with the elections contemplated by this IGA, provided that the term shall continue through final resolution of any legal challenge to any election within the scope of this IGA. Any modifications or time extension of this IGA shall be by formal written amendment and executed by the parties

Amendments to the Agreement must be approved by the Board of Supervisors as required by the Pima County Procurement code, before any work or deliveries under the Amendment commences.

ARTICLE II – SCOPE OF SERVICES

This Agreement establishes the agreement under which the County will provide the TOWN with Election services in accordance with the following:

County Recorder Services: The Recorder shall:

- (1) For the Primary elections on August 2, 2022 and on August 6, 2024, all Oro Valley voters who are members of a recognized political party, and are on the Active Early Voting List (AEVL) will receive a normal primary ballot that will include all of the Oro Valley candidates.
- (2) For the Primary election on August 2, 2022 and on August 6, 2024, all Oro Valley voters who are not affiliated with one of the recognized political parties and are on the AEVL will have the option of choosing one of the following:
 - a. any of the partisan ballots that will include all of the Oro Valley candidates.
 - b. a ballot that will have ONLY the Oro Valley candidates on it.
- (3) All non-affiliated AEVL voters from Oro Valley will receive a special 90-day notice letting them know their options for the Primary election.
- (4) Provide Deputy County Recorders for team early voting when necessary for Oro Valley ONLY voters during the Primary election on August 2, 2022 and August 6, 2024 and give the TOWN notice of each request for team early voting.
- (5) Prepare and deliver a single invoice to the TOWN no later than 21 days after the final election date, containing a detailed breakdown of all Recorder costs for these elections.

TOWN Obligations: TOWN shall:

- (1) Notify the Recorder in writing, at least 150 days or at such other time as the parties may agree before any consolidated election date on which the TOWN wants services pursuant to this IGA, detailing the election-related services pursuant to this IGA.
- (2) Prepare and distribute any requisite translation, printing, and mailing of all publicity pamphlets.
- (3) Should the election be challenged or questioned for any reason whatsoever, then the TOWN shall be solely responsible for defending, legally or otherwise, said elections. This duty shall survive the expiration of the IGA, provided that the County shall cooperate with the TOWN in making relevant information and witnesses available upon reasonable request.
- (4) Within 30 days of the date of each invoice, the TOWN shall reimburse the County, in full, for invoiced costs of election materials, supplies and equipment, and personnel required in direct support of the TOWN election, as set forth below.
- (5) Be responsible for the security of all ballots tabulated by officials and vendors other than Pima County's agents or employees and ensure that any functions performed by TOWN or its outside vendors comply with applicable law and procedures of the Secretary of State.
- (6) Arrange for and publish any and all notices of this election as required by law.

ARTICLE III – COMPENSATION AND PAYMENT

Within thirty (30) days of the date of invoice, TOWN will pay the Pima County Recorder:

- (1) The following charges in item #1 will only apply to any Primary Election ballots provided to unaffiliated Oro Valley Voters who request an Oro Valley ONLY ballot:
 - a. Active Early Voting List (AEVL) Ballots \$3.00 each
 - b. Non-AEVL ballot requests \$5.75 each
 - c. Early Ballot Signature verification \$0.75 each
 - d. Satellite Ballots \$2.00 each
 - e. Replacement Ballots – By Mail \$3.00 each
 - f. Provisional Ballots \$16.00 each
 - g. Conditional Provisional Ballots \$6.00 each
 - h. Team Voting \$60.00 per request
 - i. Problem Ballots Processing & Follow-up \$6.00 each
- (2) Consolidated Election Participation Fee – for each election
Per active voter for each election \$0.10 each
- (3) Voter Registration Maintenance Fee- for each election
Per Active Voter \$0.05 each
Per Inactive Voter \$0.05 each
- (4) Computer programming as required for additional voter data at \$50.00 per hour, one hour minimum.
- (5) Any other costs associated with services provided for the conduct of the Election(s), as set forth in Pima County Fee Ordinance 2016-10 which is attached hereto as Exhibit A, or subsequent ordinances amending the Pima County Recorder's Office fee schedule.
- (6) Invoices not paid within 30 days of billing date will accrue interest at the rate of 10% per annum.

ARTICLE IV – INSURANCE

All parties to this agreement are government entities. Neither entity is required to procure special insurance coverage for their obligations under this IGA.

ARTICLE V - 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") arising out of bodily injury of 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.

ARTICLE VI - COMPLIANCE WITH 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 Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court in Pima County. Any changes in the governing laws, rules and regulations during the terms of this Agreement shall apply but do not require an amendment.

ARTICLE VII - INDEPENDENT CONTRACTOR

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 such party shall have the sole responsibility of the payment of Worker's Compensation benefits or other fringe benefits of said employees.

ARTICLE VIII - ASSIGNMENT

The TOWN shall not assign its rights to this Agreement, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE IX - NON-DISCRIMINATION

The TOWN shall not discriminate against any 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 IGA. The TOWN shall comply with the provisions of Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive Order 75-5 and may be viewed and downloaded at the Governor or the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2990_90.pdf which is hereby incorporated into this Agreement by reference, as if set forth in full herein.

ARTICLE X - AMERICANS WITH DISABILITIES ACT

The 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 C.F.R. Parts 35 and 36.

ARTICLE XI - AUTHORITY TO CONTRACT

No party warrants to any other party its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that any 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 any party against the other for lack of performance or otherwise.

ARTICLE XII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE XIII - CANCELLATION FOR CONFLICT OF INTEREST

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

ARTICLE XIV – TERMINATION FOR NON-APPROPRIATION

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the County Board of Supervisors or the Oro Valley Town Council does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, neither the County, nor the County Recorder shall have any further obligation to the TOWN. In the event that the TOWN cancels, the TOWN shall be liable for any costs already incurred by the County or the County Recorder at the time of the notification of the

cancellation.

ARTICLE XV - NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

PIMA COUNTY

Gabriella Cázares-Kelly
Pima County Recorder
240 N Stone Avenue
Tucson, AZ 85701
(520) 724-4356
FAX: (520) 623-1785

TOWN OF ORO VALLEY

Mike Standish,
Town Clerk
11000 N La Cañada Drive
Oro Valley, AZ 85737
(520) 229-4740
Fax: (520) 297-0428

Tobin Sidles, Esq.
Legal Services Director
11000 N La Cañada Drive
Oro Valley, AZ 85737
(520) 229-4761
Fax: (520) 229-4774

ARTICLE XVI – 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 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.

ARTICLE XVII – NO JOINT VENTURE

This IGA is not intended to, and this IGA shall not be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County or Recorder and any TOWN employees, or between the TOWN and any County employees. No party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of any other party, including (without limitation) any other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

ARTICLE XVIII - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

ARTICLE XIX - SEVERABILITY

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.

ARTICLE XX – LEGAL ARIZONA WORKERS ACT COMPLIANCE

The COUNTY and TOWN hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws").

ARTICLE XXI - ENTIRE AGREEMENT

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.

ARTICLE XXII - COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

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

TOWN OF ORO VALLEY

PIMA COUNTY BOARD OF
SUPERVISORS

By: _____
Joseph C. Winfield, Mayor

By: _____
Sharon Bronson, Chair

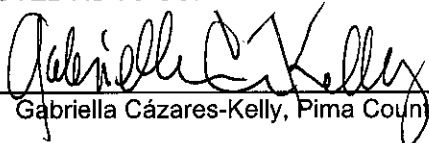
ATTEST:

ATTEST:

By: _____
Mike Standish, Town Clerk

By: _____
Melissa Manriquez,
Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:

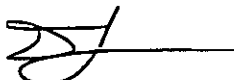
By:  _____
Gabriella Cázares-Kelly, Pima County Recorder

The foregoing Intergovernmental Agreement between The Town of Oro Valley, Pima County and the Pima County Recorder 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.

Town of Oro Valley

Pima County

Tobin Sidles, Legal Services Director
Town of Oro Valley

 _____
Daniel Jurkowitz
Deputy County Attorney