



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 4/19/2022

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Town of Marana

***Project Title/Description:**

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

***Purpose:**

To provide the Town of Marana 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 Marana 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 Marana 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

TO: COB 4-1-2022(1)

vers.: 1

pgs.: 12

04-01 '22 AM 10:11

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*0121
Commencement Date: 5/1/2022 Termination Date: 12/31/25 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☒ Revenue Amount: \$ 77,346.00

*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: Clarissa Lara

Department: Elections

Telephone: 520-724-6888

Department Director Signature: Mary E Martinson Date: March 28/2022

Deputy County Administrator Signature: _____ Date: _____

County Administrator Signature: Deer Date: 3/28/2022

INTERGOVERNMENTAL AGREEMENT

For Election Services

Among the Town of Marana and Pima County

This Intergovernmental Agreement (IGA) is by and among TOWN OF MARANA 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 Marana, 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 as requested by the Town Clerk at the applicable cost set forth in Pima County Fee Ordinance 2018-20, which is attached hereto as Exhibit A, or subsequent ordinances amending the Pima County Election's Office Fee Schedule.
 - 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.
 - 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.
 - E. Provide security in accordance with Pima County's Elections Security Plan.
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. The effective start date is May 1, 2022. 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 Fire District 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:

Cherry Lawson
Town Clerk, Town of Marana
11555 W Civic Center Drive
Marana, AZ 85653
Phone: (520) 382-1961
Fax: (520) 382-1901

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:

Mary E. Martinson 02/10/2022
Elections Director Date

TOWN OF MARANA:

Ed Honea 3/16/2022
Ed Honea, Mayor Date

ATTEST:

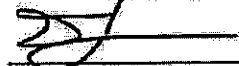
Cherry Layson 3/16/2022
Cherry Layson, Town Clerk Date

APPROVED AS TO CONTENT:

Jane Fairall 3/15/22
Jane Fairall, Town Attorney Date

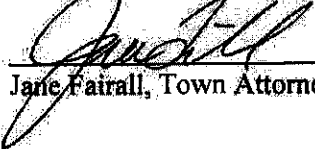
The foregoing Intergovernmental Agreement between the Town of Marana and Pima County has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in the proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY:



Deputy County Attorney 02/07/2022
Date

TOWN OF MARANA:



Jane Fairall, Town Attorney 3/15/22
Date

EXHIBIT A

PIMA COUNTY FEE SCHEDULE APPROVED JUNE 19, 2018

LEVEL 1. FULL SERVICE ELECTION

1. Salaries/Benefits:

Permanent Employees:

Total hourly rate for all Permanent Employees x the total number of hours = total cost. The total cost x 1.1011 = The Total Adjusted Cost. Total Adjusted Cost divided by the total number of registered voters for all jurisdictions = unit price. Unit price x total number of registered voters for each jurisdiction = total salaries and benefits per jurisdiction.

Temporary Employees:

Total hourly rate for all Temporary Employees hired to work elections x total number of hours (regular & overtime @ time and one-half) = total cost. Total cost x 1.1011 = Total Adjusted Cost. Total Adjusted Cost divided by total number of registered voters for all jurisdictions = unit price. Unit price x total number of registered voters for each jurisdiction = total Temporary Employee cost.

Poll Worker pay:

Actual cost unless there is more than one election within a precinct. If more than one election is being held within a precinct, the formula is as follows: Total cost divided by the total number of registered voters for all jurisdictions = unit price. Unit price x the total number of registered voters in each jurisdiction = total cost per jurisdiction.

There are 8 Poll Workers per board in each precinct.

- Inspector: \$200.00
- Judge of the Opposite Party: \$170.00
- Judge of the Same Party: \$155.00
- Marshal: \$155.00
- Clerks: \$155.00 each (4 clerks per polling place)

Special training for certain or all Poll Workers may be necessary for training on new equipment, new legislation, new procedures, etc. - \$50 per Poll Worker per day of training.

Law enforcement (Used at the discretion of the Pima County Election's Director):
Actual cost.

Technical Support Team – Actual Cost.

Audit Board pay:

Audit Board members will receive \$75 per election.

Auditors pay:

Auditors (County employees) will receive \$200 per election.

Receiving Board Members:

Receiving Board Members will receive \$120 per election.

Inspection Board Members:

Inspection Board Members will receive \$160 per election.

Logic and Accuracy Certification Board pay:

Logic and Accuracy Certification Board members will receive \$150.00 for their service in the conduct of the logic and accuracy test(s) and an additional \$150.00 for their service on Election Day and post-Election Day.

Overtime:

Total number of overtime hours worked at time and one-half. Total cost of overtime divided by the total number of registered voters in all jurisdictions = unit price. Unit price x total number of registered voters in each jurisdiction = total cost per jurisdiction.

2. Early Ballot & Provisional Ballot Processing expenses:

This cost will be implemented for any election with a combined total of 50,000 or more registered voters. This cost will be implemented at the discretion of the Pima County Elections Department.

1 – \$75.00 minimum fee for 1 – 200 Early Ballots and Provisional Ballots.

2 – Over 200 Early Ballots and Provisional Ballots – the cost is \$.50 per ballot.

3. Ballot Printing: Actual cost (includes Early Ballots and Election Day Ballots).

4. Advertising: Actual cost if County submits the advertisement.

5. TSX Programming: Actual Cost

6. Professional Services:

Postage: Actual cost.

Printing: Actual cost.

Sort, label & mail: Actual cost.

Translations: Actual cost.

7. Computer:

Total number of hours x \$65.00 = total cost of counting ballots (this includes Early Ballots, Election Day Ballot results and Provisional Ballots).

Total cost divided by the total number of ballots cast for all jurisdictions = unit price. Unit price x total number of ballots cast for each jurisdiction = total cost per jurisdiction.

8. Building Rental: Actual cost of polling place and class instruction facilities.

9. Precinct package preparation fee:

\$300 per package x total number of voting areas per jurisdiction. (Package includes supply box, Touch Screen and ballot box.)

10. Other:

Voting Booth Rental: \$10.00 per booth.

Handicapped Booth: \$12.00 per booth.

Miscellaneous charges: Other charge(s) incurred related to the conduct of the election. Charges may include cost of mileage, vehicle rental, photocopies, maps, cellular phone call charges, etc.

11. Replacement Costs: Actual cost.

LEVEL 2. CONSOLIDATED ELECTIONS

Any jurisdiction may choose to have its election combined with any countywide election. A fee of 75 cents* per registered voter will apply.

The seventy-five cent fee covers the following services:

- Poll Worker recruitment, training and service
- Polling Place acquisition and use
- Sample Ballot printing and postage
- Translation services
- Early and Provisional Ballot processing
- All supplies
- Supply delivery and pickup
- Law Enforcement
- Technical Support
- Election night processing and tabulation

If an election is held during a countywide Primary Election, the jurisdiction will pay actual cost of additional ballots needed. Any additional services requested by the jurisdiction are provided on actual cost basis.

*Any jurisdiction that has 300 or less registered voters will not be charged the fee for a consolidated election. If a water district that has 300 or less registered voters chooses to have a property owner ballot, the district will pay the 75-cent fee plus the actual additional charges incurred with property owner ballots.

LEVEL 3. NON-GOVERNMENTAL ELECTIONS

A non-governmental organization may have assistance from the Pima County Elections Department in conducting an election. A flat fee of \$1,200 will apply. The Pima County Elections Department may provide services for Student Body Elections at no charge.

The \$1,200 covers the following services:

Ballot Layout:

The organization must provide the Pima County Elections Department with ballot language no later than 45 days prior to the election. If the ballot language is not provided within 45 days, the Pima County Elections Department will not do the ballot layout. The organization is responsible for printing ballots. The Pima County Elections Department will provide a suggested printing company's name, telephone number and address at the request of the organization.

**Sample Ballot &
Publicity Pamphlet:**

The jurisdiction is responsible for preparing and printing any sample ballot or publicity pamphlet.

**Poll Worker Acquisition &
Training:**

The Pima County Elections Department will not recruit Poll Workers, nor will they staff a polling place. The Pima County Elections Department will train Poll Workers, at the request of the organization. The Pima County Elections Department will supply lists of Poll Workers in the area at the request of the organization. The jurisdiction is responsible for acquiring a facility for Poll Worker training.

Ballot Tabulation:

The Pima County Elections Department will provide ballot tabulation during normal business hours at the Pima County Elections Department Office. Tabulation must be completed by the close of business.

Polling Place Facilities:

The jurisdiction is responsible for acquiring the facility for voting on Election Day. This includes setup and cleanup of facility.

Non-Governmental Elections will not include Touch Screen Voting Devices.

PRICE LIST

MAPS: Maps printed by an outside printer will be sold at actual cost.

PHOTO COPIES: Photo copies are \$.35 per page. If a document is two-sided and copies are two-sided, the cost is \$.35 per side.

RESEARCH FEES: A research fee will be assessed at the price of \$25.00 per hour (one-hour minimum) for any information more than two calendar years old.

ELECTION RESULTS: Election results are available on electronic media and are \$10.00 per device.