



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: APRIL 21, 2015

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Pima County Elections Department

Project Title/Description:

To provide local election services to school districts

Purpose:

To provide local election services consistent with Arizona Revised Statutes for school districts in Pima County.

Procurement Method:

Sole Source

Program Goals/Predicted Outcomes:

To ensure elections ordered by school district governing boards are conducted consistent with State law.

Public Benefit:

Each community's desire to support or oppose any school district ballot measure will be properly effectuated.

Metrics Available to Measure Performance:

Official Elections Canvass issued within 30 days of Election Day.

Retroactive:

NO

Original Information

Document Type: CT Department Code: SS Contract Number (i.e., 15-123): 15-415

Effective Date: 07/01/2015 Termination Date: 06/30/2016 Prior Contract Number (Synergen/CMS): CT 12-2257

☒ Expense Amount: \$ 0.00 ☒ Revenue Amount: \$ 0.00

Funding Source(s): General Fund

Cost to Pima County General Fund: General Fund Impact will be \$0; all expenses are reimbursed by school districts.

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

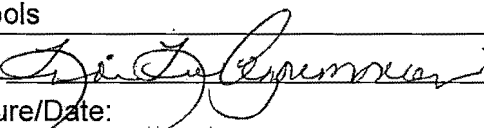
To: COB 4-8-15
Ver. 1
Vendor-1 PPS-6
(1)
Procure Dept 04/02/15 PM12:10

Contact: Ricky Hernandez, Deputy Superintendent & CFO

Department: Superintendent of Schools

Telephone: 724-8451

Department Director Signature/Date:

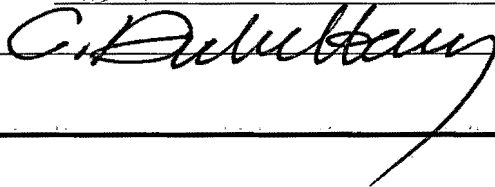


03.31.15

Deputy County Administrator Signature/Date:

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)



4/2/15



Linda Arzoumanian, Ed.D.
Pima County School Superintendent

Debbie D'Amore
Chief Deputy

200 North Stone Avenue • Tucson, Arizona 85701
www.schools.pima.gov • Email: schools@schools.pima.gov

Phone: 520.724.8451
Fax: 520.724.9308

April 21, 2015

**Agreement between the Pima County Board of Supervisors,
the Pima County Elections Department and the Pima County School Superintendent
for Conducting School Elections July 1, 2015 – June 30, 2016**

Introduction

The Pima County School Superintendent is responsible for conducting school district elections ordered by Pima County's 17's school districts. Arizona Revised Statutes Section 15-302 requires a county school superintendent to be responsible, in cooperation with the board of supervisors and the school district governing board, for the conduct of special school district elections. The Superintendent is also required to contract with the Board of Supervisors to conduct all regular school elections, as well. The School Superintendent's Office and the Elections Department annually prepare an agreement between both entities to delineate all the responsibilities for each in the conduct of the regular and special school district elections ordered by school district governing boards.

The agreement establishes all the responsibilities that the Superintendent and Elections each have to conduct the elections in accordance with State law. The current agreement between both entities is due to expire on June 30, 2015. The current agreement has been in effect since July 1, 2010 and has been extended a total of five (5) times without changes. However, in light of procedural changes within the Elections Department and to help clarify additional tasks that have not been included in the current agreement, each entity felt it necessary to re-write the entire document.

For the upcoming fiscal year, there are no regular school elections planned for school districts. However, school district governing boards are currently making decisions regarding whether to order a special election such as a budget override or general obligation bonds. This agreement will ensure that all the proper systems and responsibilities are approved by the Board, Elections and the Superintendent to ensure that all elections are conducted properly for our school districts.

The cost for conducting an election is dependent on variables unique to each school district such as: type of election (mail ballot only or traditional); number of registered voters; number of polling places or voting centers; whether stand-alone or consolidated, etc. The agreement delineates that any costs incurred by the Elections Department in conducting these elections will be charged to the school districts using the Board-approved fee ordinance. All expenses incurred by the Superintendent will be charged to each school district at cost. Section 15-406 of Arizona Revised Statutes mandates that school districts be charged for the costs of all regular and special elections conducted by the County. Ultimately, the net General Fund impact will be zero.

Honorable Chair and Members, Pima County Board of Supervisors

Re: **Agreement between the Pima County Board of Supervisors, the Pima County Elections Department and the Pima County School Superintendent for Conducting School Elections July 1, 2015 – June 30, 2016**


April 21, 2015

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Recommendation

I recommend the Board of Supervisors approve the Agreement between the Board, the Elections Department and the School Superintendent for conducting school elections beginning July 1, 2015 through June 30, 2016.

Sincerely,

A handwritten signature in cursive script, appearing to read "Linda Lee Arzoumanian".

Linda Lee Arzoumanian, Ed.D.
Pima County School Superintendent

LLA/rdh – March 30, 2015

Attachment(s)

Agreement between the Pima County Board of Supervisors
the Pima County Elections Department and the Pima County School Superintendent
for Conducting School Elections through June 30, 2016

- A. Provide the Superintendent with camera-ready ballots no later than seventy-five (75) days prior to the election. Any and all changes made after the sample proofs are signed by the Superintendent, or a designate thereof, will be directed in written form to the Elections Department no later than fifty (50) days prior to the election. The Elections Department will arrange with the vendor for the ballot changes and advise the Superintendent of the additional charges. The Superintendent agrees to accept any additional charges incurred as a result of such changes for inclusion in the Superintendent's billing to the school district.
- B. Provide optical scan ballots and accessible voting equipment to be used in each school precinct.
- C. Contract with the polling locations to conduct the school election. Notify the Superintendent no later than seventy-five (75) days prior to the election of any polling location that is not available to be utilized to conduct the school election.
- D. Notify the Superintendent of any change in the rates for precinct workers and special board members and provide a good faith estimate of the anticipated actual costs of the election no later than seventy-five (75) days prior to the election date. The good faith estimate of anticipated costs for each election shall include salaries; but only for time spent to provide services for that specific election.
- E. Provide all machines, signs, precinct supplies, and related election material necessary to conduct the elections.
- F. Cause the Precinct Election Boards to utilize the copies of the school precinct registers, prepared from the records of the Pima County Recorder, for the purpose of identifying the electors qualified to vote in the school district election.
- G. Prepare materials for, recruit, appoint and instruct all poll workers needed for each polling site as determined by the Elections Department and the Superintendent and in accordance with A.R.S. § 15-404.
- H. Tally official results of the election, utilizing County Ballot Tabulating equipment and Accessible Voting equipment.

Agreement between the Pima County Board of Supervisors
the Pima County Elections Department and the Pima County School Superintendent
for Conducting School Elections through June 30, 2016

- I. Be responsible to compile "Official Election Returns" for canvassing by the Board pursuant to State law when regular or special school district elections are consolidated with other elections conducted by Elections.
- J. Conduct the Logic and Accuracy Test, including publishing the public notice of the time and location of the test per A.R.S. § 16-449 and providing a copy of the notice to the Superintendent.
- K. Process all Provisional ballots and deliver same to the Pima County Recorder. Process verified ballots upon return by the Pima County Recorder and include totals in the canvass.
- L. Provide a certified copy of the "Official Election Returns" to the Superintendent within ten (10) days after the election.
- M. Issue warrants to precinct workers and special board members at the rates adopted by the Board for the previous General Election or, if subsequently amended, at the rates in effect on the 60th day before the election.
- N. Prepare and deliver the Early Ballots to the Pima County Recorder for use in the election. Process and tabulate the ballots upon return from the Pima County Recorder.
- O. Store or dispose of election materials as required by law.
- P. Prepare and deliver a single invoice to the Superintendent no later than thirty (30) days after the May election and no later than forty-five (45) days after all other election dates. The invoice will contain a detailed breakdown of all costs for the school district and written justification if the actual costs invoiced exceed the estimate previously provided. The Elections Department shall not charge a school district more than the actual cost of the election services for that district. All charges shall be based on the current Pima County Fee Ordinance.

3. Duties of the Superintendent

The Superintendent agrees to:

- A. Notify the Elections Department at least eighty-five (85) days prior to the next consolidated election date of such school district(s) that are intending to conduct an election that require their services.

Agreement between the Pima County Board of Supervisors
the Pima County Elections Department and the Pima County School Superintendent
for Conducting School Elections through June 30, 2016

- B. Provide the Elections Department with an official list, by school district, signed by the Superintendent or their designee of the ballot question(s) at least eighty-five (85) days prior to the date of the election.
- C. Provide the Elections Department with the precincts and polling sites at least eighty-five (85) days prior to the date of the election.
- D. Provide the Elections Department with an official list, by school district, signed by the Superintendent or their designee, of the number of seats to elect at least one hundred twenty (120) days prior to the date of the election.
- E. Provide the Elections Department with an official list, by school district, signed by the Superintendent or their designee of the school board candidates at least seventy-five (75) days prior to the date of the election.
- F. Be responsible for the creation, translation, printing, and mailing of all publicity pamphlets. The Information Pamphlet shall include the sample ballot.
- G. Arrange with the Pima County Recorder to provide Early and Provisional ballot services, to supply the necessary school precinct signature rosters, voter lists, and mailing labels per written agreement.
- H. The parties understand and agree that the Superintendent will invoice each school district holding an election for payment of actual costs necessary in performing the election following receipt of an itemized invoice from the Elections Department. Such costs shall be determined in accordance with applicable law.
- I. Be responsible to submit the "Official Election Returns" described in Section 2, Paragraph J, upon receipt from Elections, for canvassing by the Board pursuant to State law when regular or special school district elections are not consolidated with other elections conducted by Elections.

4. Additional Provisions:

- A. 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,

Agreement between the Pima County Board of Supervisors
the Pima County Elections Department and the Pima County School Superintendent
for Conducting School Elections through June 30, 2016

which are incorporated into this Agreement by reference as if set forth in full herein.


- B. 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.
- C. 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.
- D. 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.

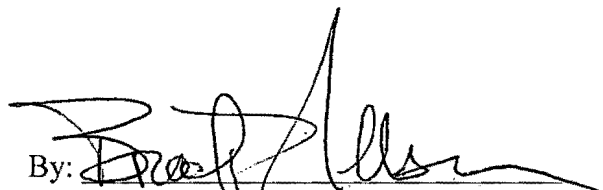
Agreement between the Pima County Board of Supervisors
the Pima County Elections Department and the Pima County School Superintendent
for Conducting School Elections through June 30, 2016

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

_____ Day of _____, 2015

By: _____
Sharon Bronson, Chair, District 3
Pima County Board of Supervisors

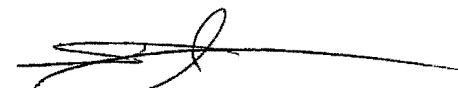
By:  **DEPUTY S.U.P.T.**
for Linda Lee Arzoumanian, Ed.D.
Pima County School Superintendent


By: _____
Brad Nelson, Director
Pima County Elections Department

ATTEST

APPROVED AS TO FORM:

By: _____
Clerk, Board of Supervisors
Pima County

By: 
Daniel Jurkowitz, Deputy County Attorney
Pima County