



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: September 6, 2016

or Procurement Director Award ☐

**Contractor/Vendor Name (DBA):** Avra Valley Fire District

**Project Title/Description:**

Intergovernmental Agreement for Election Services

**Purpose:**

To provide the Avra Valley Fire District with election services for their November 8, 2016 Tax Levy Override Election, combined with the County's November 8, 2016 General Election.

**Procurement Method:**

Avra Valley Fire District 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 Avra Valley Fire District to include their November 8, 2016 Tax Levy Override Election on the County's General Election ballot. This will result in revenue for the County.

**Public Benefit:**

Through the IGA process, Avra Valley Fire District contracts with Pima County to add their Tax Levy Override question to the County's General Election ballot, thereby enabling the Fire District constituents to cast a vote on this issue at the same time as casting votes for District Fire Board candidates.

**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.

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Procure Dept 08/15/16 PM02:26

**Original Information**

Document Type: CTN Department Code: EL Contract Number (i.e., 15-123): 17\*017  
Effective Date: 09/06/2016 Termination Date: 12/31/2016 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount: \$ \_\_\_\_\_ ☒ Revenue Amount: \$ Approximately \$5,000  
Funding Source(s): Revenue funding from Avra Valley Fire District

Cost to Pima County General Fund: \_\_\_\_\_

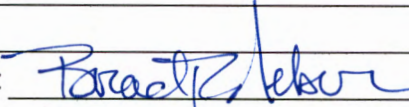
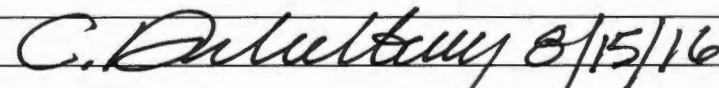
Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards  
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards  
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

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: \_\_\_\_\_

Contact: Brad R. Nelson  
Department: Elections Telephone: 724-6874  
Department Director Signature/Date:   
Deputy County Administrator Signature/Date: \_\_\_\_\_  
County Administrator Signature/Date:   
(Required for Board Agenda/Addendum Items)

**INTERGOVERNMENTAL AGREEMENT**  
**For Election Services**  
Among Avra Valley Fire District and Pima County

This Intergovernmental Agreement (IGA) is by and among AVRA VALLEY FIRE DISTRICT OF PIMA COUNTY, ARIZONA, a special taxing district of the State of Arizona ("the District") 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 Avra Valley Fire District, an Arizona political subdivision, seeks Pima County's assistance in the preparation and conduct of the District's Tax Levy Override Election on November 8, 2016.

NOW, THEREFORE, IT IS AGREED by and between the County, on behalf of its Elections Department, and the District, pursuant to A.R.S. §§ 16-205(C), 16-405, 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 District for the District's November 8, 2016 Tax Levy Override Election.
2. **County Obligations.** County shall:
  - A. Provide election services at the applicable cost set forth in the **Schedule of Prices, Level 2 – Consolidated Elections** (Exhibit A), as requested by the District for placing ballot language on the Pima County ballot.
  - B. Provide for all of the following services as indicated under the Level 2 fee schedule:
    - Boardworker recruitment, training and service
    - Polling place acquisition and use
    - Sample ballot printing and postage
    - Translation services
    - Early and provisional ballot processing
    - Supplies
    - Supply delivery and pick-up
    - Law enforcement
    - Technical support
    - Election Night processing and tabulation
  - C. Provide final camera-ready ballot formats to the District, 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 District, the Elections Department shall, if possible, arrange for the corrections to be made by the vendor. The Elections Department will inform the District of any additional charges incurred.

- D. Prepare and deliver an invoice to the District from the Elections Department for election costs pursuant to this IGA, within forty-five (45) days after the date of the November 8, 2016 election. The invoice will be based on the voter registration data provided by the Pima County Recorder as of the October 10, 2016 voter registration cut-off. The invoice shall be calculated based on the schedule of fees, Level 2, Consolidated Elections.
- E. Assure that all polling locations comply with the Americans with Disabilities Act by using the ADA Checklist for Polling Places (2004) published by the U.S. Department of Justice.

3. **District Obligations.** District 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 District 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. District 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. Should the election be challenged or questioned for any reason whatsoever, District shall be responsible for defense. This duty shall survive the expiration of the IGA, provided that County shall cooperate with District in making relevant information and witnesses available upon reasonable request.
- H. Within thirty (30) days of date of the invoice, District shall reimburse County, in full, for invoiced costs of election at the rates set forth in Exhibit A.
- I. District 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.
- J. 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 District expressly acknowledges and agrees that the payments required to be made hereunder constitute valid, binding obligations and authorized debt of the District.



4. **Manner of Financing and Budgeting.** District warrants that it has sufficient funds available and budgeted to discharge the funding obligation imposed by this IGA.
5. **Term.** This IGA must be approved and signed by both parties. This IGA shall terminate on December 31, 2016. 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 District'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 C.F.R. Parts 35 and 36.
10. **Severability.** If any provision of this IGA or any application thereof to the County, District 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 District does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, County or District 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 District employees, or between the District 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 the 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:**

Chuck H. Huckelberry  
County Administrator  
130 W. Congress St., 10<sup>th</sup> 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

Robin Brigode  
Clerk of the Board of Supervisors  
130 W. Congress St., 5<sup>th</sup> Floor  
Tucson, AZ 85701  
Phone: (520) 724-8449  
Fax: (520) 222-0448



**District:**

Brian Delfs, Fire Chief  
Avra Valley Fire District  
15790 West Silverbell Road  
Marana, Arizona 85653  
Phone: (520) 682-3255  
Fax: (520) 682-5458

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 the District paid to County in accordance with this IGA and not encumbered at the time of termination shall be refunded to the District and, if the District terminates, the District shall pay any and all costs of County incurred up to the date of termination or as a result of termination.
20. **Legal Arizona Workers Act Compliance.** The parties hereby warrant that they will at all times during the term of this IGA comply with all federal immigration laws applicable to each party's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Each party will further ensure that each subcontractor who performs any work for that party under this IGA likewise complies with the State and Federal Immigration Laws.

Each party has the right at any time to inspect the books and records of the other party and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of either party's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this IGA subjecting the breaching party to penalties up to and including suspension or termination of this IGA. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the breaching party will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay the completion of work under this IGA.

Each party will advise each of its subcontractors of the other party's rights, and the subcontractor's obligations, under this section by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that Pima County or the District may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this section will be the responsibility of the breaching party."

21. **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 \_\_\_\_\_, 2016.

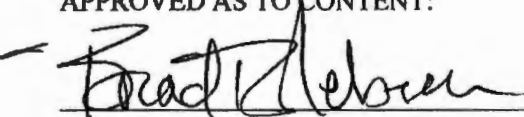
**PIMA COUNTY:**

\_\_\_\_\_  
Chair, Board of Supervisors Date

ATTEST:

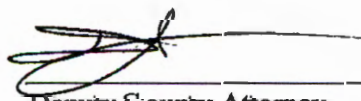
\_\_\_\_\_  
Clerk of the Board of Supervisors Date

APPROVED AS TO CONTENT:

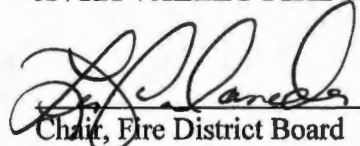
  
\_\_\_\_\_  
Brad R. Nelson, Director Date  
Pima County Elections Department

The foregoing Intergovernmental Agreement between the Avra Valley Fire District 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.

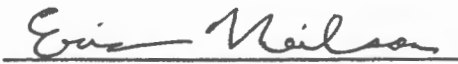
**PIMA COUNTY:**

  
\_\_\_\_\_  
Deputy County Attorney Date  
**DANIEL JURKOWITZ**

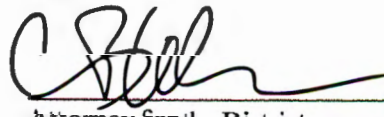
**AVRA VALLEY FIRE DISTRICT:**

  
\_\_\_\_\_  
Chair, Fire District Board Date  
7-1-16

ATTEST:

  
\_\_\_\_\_  
Avra Valley Fire District Clerk Date  
7-1-16

**DISTRICT:**

  
\_\_\_\_\_  
Attorney for the District Date  
**Christopher B. Wencker**  
6/29/2016



## **EXHIBIT A**

### **Schedule of Prices**

#### **LEVEL 2: CONSOLIDATED ELECTIONS**

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

The seventy-five cent fee covers the following services:

- Boardworker 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

*Fee schedule approved by Pima County Board of Supervisors June 16, 2009.*