



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 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:**

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 5-25-21 (1)
JES.: 1
pgs.: 5

Contract / Award Information

Document Type: CT Department Code: SS Contract Number (i.e.,15-123): 21*457
Commencement 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) % 100

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 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 Callaway

Department: Superintendent of Schools Telephone: 520-724-8999

Department Director Signature/Date:  5/18/2021

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date:  5/20/2021

(Required for Board Agenda/Addendum Items)

**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, 2021- JUNE 30, 2022**

This is an Agreement ("Agreement") between the Pima County Board of Supervisors ("Board") the Pima County Elections Department ("Elections Department") 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.) §§ 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, pursuant to A.R.S. § 15-406, the cost of special school elections, including the preparation of ballots, is charged against the funds of the school districts involved and the contracted cost of regular school district elections is charged against the Superintendent who shall prorate such costs to the districts;

WHEREAS, pursuant to A.R.S. §§ 15-302(A)(7),(8) and 15-406(B), the Board and the Superintendent agree to the following terms and conditions to conduct local school district elections.

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 Elections Department for Conducting a Special School District Election

The Elections Department shall provide election related services in preparation for and in the conduct of the elections for Pima County school districts through June 30, 2022. For the term of this Agreement, the Superintendent (or designee) shall be the contact person for the Elections Department in conducting school elections. Specifically, the Elections Department shall:

- 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

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directed in written form to the Elections Department no later than sixty (60) 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.
- 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.

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- 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 twenty (20) 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 60 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.
- 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.

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- 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:

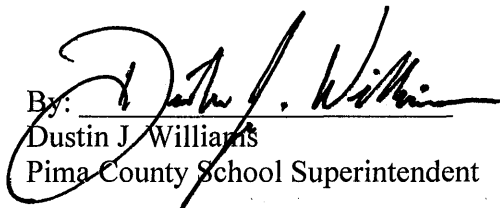
- A. No party shall discriminate against any Pima County employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out duties pursuant to this Agreement. Both parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, 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.

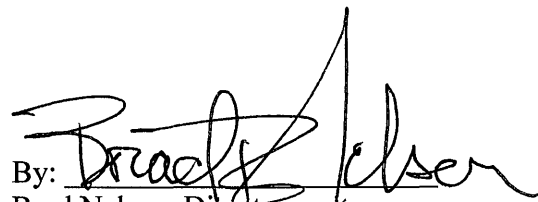
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IN WITNESS WHEREOF, the parties hereby have executed this Agreement on this

_____ Day _____, 2021

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

By: 
Dustin J. Williams
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