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8 *Attorney for Maricopa County Recorder Justin Heap*

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
10 **IN AND FOR THE COUNTY OF MARICOPA**

11 JUSTIN HEAP, in his official capacity as  
12 Maricopa County Recorder;

13 Plaintiff / Counterdefendant,

14 v.

15 THOMAS GALVIN, in his official capac-  
16 ity as a member of the Maricopa County  
17 Board of Supervisors; MARK STEWART,  
18 in his official capacity as a member of the  
19 Maricopa County Board of Supervisors;  
20 KATE BROPHY MCGEE, in her official  
21 capacity as a member of the Maricopa  
22 County Board of Supervisors; DEBBIE  
23 LESKO, in her official capacity as a mem-  
24 ber of the Maricopa County Board of Su-  
25 pervisors; STEVE GALLARDO, in his of-  
26 ficial capacity as a member of the Maricopa  
27 County Board of Supervisors;

28 Defendants / Counterclaimants.

**AND**

RACHEL MITCHELL, in her official  
capacity as the Maricopa County Attorney;

Plaintiff,

v.

JUSTIN HEAP, in his official capacity as  
Maricopa County Recorder;

Defendant.

Case No.  
CV2025-020621  
(*consolidated*)

**EMERGENCY MOTION FOR  
TEMPORARY RESTRAINING  
ORDER OR PRELIMINARY  
INJUNCTION**

(Assigned to the Hon. Scott Blaney)

1 Pursuant to A.R.S. § 12-1801 and Arizona Rule of Civil Procedure 65, Plaintiff Maricopa  
2 County Recorder Justin Heap respectfully moves that the Court immediately issue a temporary  
3 restraining order (“TRO”) and preliminary injunction requiring the Defendants to:

4 a. Immediately cease and desist from conducting the Elections and Recorder Operations  
5 (ERO) Assessment through The Intersect Group, LLC;

6 b. Prohibit any further activities by The Intersect Group, LLC related to the assessment  
7 of the Voter Registration Automation System (VRAS) database or ERO system; and

8 c. Suspend all activities under Contract Serial 250117-RFP until further order of this  
9 Court.

10 The Board of Supervisors has engineered an “assessment” of the election technology  
11 that it seized from the Recorder’s Office. This assessment appears to be nothing more than a  
12 vehicle to seize control of the systems and databases at issue in this case, stall statutory compli-  
13 ance, and rig the status quo to affect the outcome of this case. Styled as a third-party audit, the  
14 project empowers the County’s IT department, the Enterprise and Technology Innovation  
15 (ETI), to march a third-party staffing vendor through the Recorder’s core systems under a pro-  
16 tracted 14-week timeline just to “evaluate” how to divide them—work that the County’s own  
17 system architects could complete in-house without disruption. This is not a neutral technical  
18 review. It is an instrument of delay and leverage aimed squarely at the Recorder’s Office and  
19 Recorder Heap’s duties under Arizona law.

20 The Board initiated the process for this third-party assessment in May 2025 without in-  
21 forming the Recorder’s Office. Vendor responses arrived in June, selection was completed by  
22 August, and the contract was queued for Board approval on October 1. Throughout, the Re-  
23 corder’s Office was shut out—there was no consultation with the Recorder and no input on the  
24 scope, timeline, or vendor qualifications. Only after the contract was signed and the scope was  
25 fixed did the County notify the Recorder and set a “kickoff” meeting within 24 hours, effectively  
26 ensuring that the Recorder’s expertise could not shape the process. That ambush is not pro-  
cess—it is pretext.

And the pretext appears to be calculated toward achieving a very specific outcome: to  
create “facts on the ground” while this litigation is pending and also to deny the Recorder the

1 use of his own systems long enough to claim that meaningful separation cannot occur before  
2 the 2026 Primary, thereby entrenching Board control. The assessment’s 14-week review win-  
3 dow, followed by additional time for recommendations and implementation planning, is a clock  
4 deliberately set to run out. Worse, the County insists on thrusting unvetted staffing-agency per-  
5 sonnel into systems containing sensitive voter information, all while conferring meaningful par-  
6 ticipation and control on Elections and ETI but relegating the Recorder to token status—even  
7 though roughly 80% of VRAS supports Recorder functions.

8 A TRO is urgently required to prevent irreparable harm to the Recorder’s authority, pro-  
9 tect the integrity and security of election systems, and preserve the status quo pending this  
10 Court’s ruling on control of VRAS and the related infrastructure. The Recorder is likely to suc-  
11 ceed on the merits: the Board lacks authority to weaponize a months-long audit to delay statu-  
12 tory compliance and usurp the Recorder’s duties; the balance of hardships sharply favors halting  
13 a needless and prejudicial process; and the public interest overwhelmingly supports lawful, effi-  
14 cient election administration—not secret procurement, unilateral control grabs, and litigation-  
15 by-audit. The Court should enjoin the County’s assessment now, before the damage becomes  
16 irreversible.

## 17 **FACTUAL BACKGROUND**

18 The Maricopa County Board of Supervisors has embarked on what appears to be a cal-  
19 culated campaign to create facts on the ground to favorably influence the outcome of this special  
20 action. Even worse, its conduct appears to be a delay tactic designed to prevent Recorder Heap  
21 from exercising his lawful authority over early voting and election administration. The relevant  
22 facts are narrated in the declaration of Bryan Colby, who is the Chief Information Officer at the  
23 Maricopa County Recorder’s Office (“MCRO”), which is attached as Exhibit A (“Colby Dec.”).

24 On September 25, 2025, the Board of Supervisors (“BOS” or “Board”) contracted with  
25 The Intersect Group, LLC (“Intersect”) to conduct what was characterized as an independent  
26 assessment of the Elections Records Operation (ERO) system to allow it to divide the system  
into two separate systems, one containing the information and functions for the BOS to carry  
out its statutory election administration duties and the other containing the information and  
functions for Recorder Heap to carry out his statutory duties. Colby Dec. ¶¶ 4-8. The main focus

1 of these efforts is on separating the Voter Registration Automation System (VRAS), which is  
2 the database that is used by the voter registration system (ERO) at the Recorder's Office that  
3 provides critical election functions, including voter registration data, early voting, ballot infor-  
4 mation, signature verification and curing for mail-in ballots, early voting administration, and the  
5 generation of various election reports and voter lists. VRAS is also used by the site books for  
6 early ballot replacement and on Election Day voting. *Id.* ¶¶ 3-4.

7 The Board apparently began planning to conduct this assessment in May, yet it failed to  
8 inform Recorder Heap or engage with the MCRO office in any way. *Id.* ¶ 2. On September 26,  
9 2025, MCRO CIO Bryan Colby reached out to the relevant Board employees, asking to begin  
10 discussions on dividing the Voter Registration Automation System (VRAS). *Id.* ¶ 2. On October  
11 8, 2025, an initial meeting was held. Mr. Colby and Deputy Recorder Jeff Mason attended on  
12 behalf of the MCRO, and Assistant County Manager Zach Schira, Maricopa County Chief In-  
13 formation Officer (CIO) Richard McHattie, and Deputy CIO Nate Young represented the  
14 Board. *Id.* ¶ 4. During the meeting, Mason and Bryan were provided with a project plan and  
15 timeline for conducting an assessment of the ERO system. They were informed that a kickoff  
16 meeting for this project had been scheduled for October 9, 2025, giving them less than 24 hours'  
17 advanced notice. *Id.* ¶ 5. 7.

18 Recorder Heap's office was given essentially no advance notice of this audit. The Re-  
19 corder's Office was not informed about any of these plans or given any opportunity to provide  
20 input on the project plan, timeline, or vendor selection. *Id.* ¶ 6. Even though the ERO system  
21 was developed under the Recorder's oversight and contains functions critical to his statutory  
22 duties, the Board failed to consult with the Recorder's Office during the procurement process.  
23 This lack of consultation violates basic principles of intergovernmental cooperation and demon-  
24 strates the Board's intent to circumvent Recorder Heap's authority rather than work collabora-  
25 tively toward the separation of VRAS according to the parties' statutory roles.

26 The timing and scope of this audit reveal its true purpose: to influence the outcome of  
this special action and to delay Recorder Heap's ability to obtain control of the systems and  
databases that he needs to do his job. The Board's contract with Intersect, Serial 250117-RFP,  
attached hereto as Exhibit B, purports to require 14 weeks just to review existing systems, even

1 though a complete separation of the systems could be completed in-house. Completion of the  
2 initial phase is targeted for February 2026. This initial phase would be followed by many more  
3 weeks of additional time for recommendations and implementation planning. This timeline  
4 would push any actual system separation until after the 2026 Primary Election, effectively deny-  
5 ing Recorder Heap his statutory authority for the duration of his term. Furthermore, one of the  
6 contested issues in this case is the extent of the statutory duties for election administration of  
7 the BOS and of Recorder Heap. An audit of ERO and VRAS to determine which functions  
8 belong with which party makes little sense when the statutory duties of each party have not been  
9 definitively established.

10 The Board's assertion that a complex, months-long audit is necessary to separate the IT  
11 infrastructure is demonstrably false. The current developers of the existing structure remain on  
12 staff:

- 13 • Dustin Bryant, who currently works for the Recorder's Office as its Application  
14 Development Manager, and was the creator of the ERO application framework
- 15 • Michael Johnson, who now works for ETI

16 *Id.* ¶ 12.

17 These two individuals are intimately acquainted with the system architecture. They al-  
18 ready know how the ERO and VRAS work and could develop a method to separate the func-  
19 tions needed by the Board and the Recorder's Office. Dustin Bryant and Bryan Colby, the Chief  
20 Information Officer at the Recorder's Office, have determined that the systems can be com-  
21 pletely separated using county employees, and with no interruption in operations. *Id.* ¶ 13-18.

22 Indeed, Colby and Bryant have developed an efficient and effective approach to split  
23 VRAS functionality by establishing separate downstream databases for each department  
24 through controlled data extracts and standardized API feeds. This represents a more secure  
25 and efficient solution than the Board's proposed database division. This approach would:

- 26 1. Ensure information remains current while maintaining clear separation of duties
2. Minimize security risks from direct access to production systems
3. Allow each department to optimize schemas, indexes, and retention policies
4. Provide a scalable foundation for future integrations

1 *Id.* ¶ 15.

2 The Board failed to consult with the Recorder’s Office before embarking on the  
3 months-long audit and thus never even considered this practical solution. The Board’s insist-  
4 ence on a protracted 14-week assessment to merely review systems that its own personnel de-  
5 signed and understand suggests that the audit is an intentional delay tactic with no legitimate  
6 governmental purpose. *Id.* ¶ 18.

7 Furthermore, the selected vendor, The Intersect Group (“Intersect”), is described as a  
8 “staffing agency” rather than a specialized elections technology firm. No resumes, names, or  
9 qualifications of assigned personnel have been provided to the Recorder’s Office, even though  
10 Intersect employees will have access to sensitive voter data, including personally identifiable  
11 information. *Id.* ¶ 8-9, 21.

12 Even worse, the assessment structure provides inadequate representation for the Re-  
13 corder’s Office. While the Elections Department has two staff members and four IT personnel  
14 participating, the Recorder’s Office has been allotted only one formal representative to take part  
15 in the process. *Id.* ¶ 10. This imbalance fails to reflect that approximately 80% of the VRAS  
16 database supports Recorder functions. *Id.* ¶ 19.

17 The assessment could only accomplish its purpose with the inclusion of the following  
18 employees of the Recorder’s Office staff:

- 19 • Janine Pettit, Senior Director of Voter Registration
- 20 • Rey Valenzuela, Director of Elections (Mail-In Voting)
- 21 • Dustin Bryant, Application Development Manager
- 22 • David Madsen, Voter Registration Technology Manager

23 *Id.* ¶ 10.

24 The timeline and structure of this audit reveal its true purpose. The 14-week assessment  
25 period, combined with the additional time required to produce a report and recommendations,  
26 will delay any system separation until after the 2026 Primary Election. The assessment seems to  
be nothing more than the latest development in the Board’s apparent campaign to prevent Re-  
corder Heap from exercising his statutory authority during his term in office.

If its past actions in the election context are any guide, by the time this assessment

1 concludes and recommendations are made, the Board will claim insufficient time remains before  
2 the 2026 elections to implement changes, effectively nullifying the Recorder’s authority until  
3 after the next election cycle.

## 4 **ARGUMENT**

5 Four factors must be considered in a motion for preliminary relief: (1) likelihood of  
6 success on the merits, (2) the possibility of irreparable injury if the requested relief is not  
7 granted, (3) the balance of hardships, and (4) whether public policy favors the relief. *See, Smith*  
8 *v. Ariz. Citizens Clean Elections Comm’n*, 212 Ariz. 407, 410–411, ¶ 10 (2006); *Apache Produce*  
9 *Imports, LLC v. Malena Produce, Inc.*, 247 Ariz. 160, 164, ¶ 10 (App. 2019); *Shoen v. Shoen*, 167  
10 Ariz. 58, 63 (App. 1990).

11 Courts analyze these factors on a sliding scale. *Smith v. Ariz. Citizens Clean Elections*  
12 *Comm’n*, 212 Ariz. 407, 410–411, ¶ 10 (2006). Thus, “probable success on the merits and the  
13 possibility of irreparable injury” is enough, and so is “the presence of serious questions and  
14 that the balance of hardships tips sharply in favor of the moving party.” *Id.* (cleaned up).

15 Moreover, when the defendant is a government official who “has acted unlawfully and  
16 exceeded his constitutional and statutory authority, [the plaintiff] need not satisfy the standard  
17 for injunctive relief.” *Arizona Pub. Integrity All. v. Fontes* (“AZPLA”), 250 Ariz. 58, 64 ¶ 26 (2020)  
18 (citing *Burton v. Celentano*, 134 Ariz. 594, 596 (App. 1982) (“[W]hen the acts sought to be en-  
19 joined have been declared unlawful or clearly are against the public interest, plaintiff need  
20 show neither irreparable injury nor a balance of hardship in his favor.”)).

21 Notwithstanding this lowered standard for relief here and the blatant illegality of the  
22 BOS’s actions, Recorder Heap satisfies all four factors.

### 23 **I. Recorder Heap is likely to succeed on the merits.**

#### 24 **A. The Board lacks authority to delay statutory compliance through unnec- 25 essary audits, and the audit serves no legitimate governmental purpose.**

26 The Board cannot use its general administrative powers to circumvent or delay the  
Recorder’s exercise of his statutory duties. As the Supreme Court recently recognized, the  
Board does not possess “plenary power to supervise county officers.” *Sanchez v. Maricopa*  
*County*, 572 P.3d 101, 106-7 ¶¶ 11, 12 (Ariz. 2025). The Board “has only those powers that are

1 expressly or by necessary implication delegated to them by the legislature.” *Id.* (cleaned up).

2 No statute empowers the Board to delay compliance with election statutes through  
3 extended audits of systems that the Recorder requires to perform his duties. Such delay tactics  
4 constitute precisely the type of indirect usurpation of authority that Arizona law forbids. “A  
5 governmental body may not do indirectly what a statute does not give it the power to do  
6 directly.” *Hancock v. McCarroll*, 188 Ariz. 492, 498 (App. 1996). Through the assessment, the  
7 Board appears to be taking yet another action aimed at preventing Recorder Heap from con-  
8 trolling the systems and databases necessary for him to carry out the functions of his office.

9 The Board’s stated justification for the audit—to determine how to divide the VRAS  
10 database—is pretextual. The system administrators who designed and implemented the cur-  
11 rent structure work for the Board and Recorder Heap and possess the expertise necessary to  
12 complete the separation efficiently.

13 **B. The audit timeline reveals improper purpose.**

14 The 14-week timeline for mere assessment, followed by additional time for report prep-  
15 aration and implementation planning, guarantees that no actual separation will occur before  
16 the 2026 Primary Election, all while the Board continues to maintain control of the systems it  
17 seized from the Recorder. This timing does not appear to be coincidental—it seems to reflect  
18 a deliberate strategy to deny the Recorder his statutory authority throughout his term.

19 The Board’s pattern of obstruction, including its seizure of IT systems and refusal to  
20 fund the Recorder’s necessary expenses, demonstrates a consistent effort to prevent the Re-  
21 corder from independently fulfilling his constitutional duties.

22 **C. The assessment appears to be an inappropriate attempt to influence the  
23 outcome of this litigation.**

24 ERO, VRAS, and their associated servers are currently the subject of ongoing litigation  
25 between the parties concerning rightful control and possession. This critical dispute also cen-  
26 ters on the scope of each party’s statutory and operational duties related to election admin-  
istration in Maricopa County. This Court may ultimately rule that control of VRAS, including  
the physical servers and data, must be returned to the Recorder’s Office, thus significantly

1 altering the parameters under which the County currently operates.

2 Conducting an audit of the VRAS system at this time is highly inappropriate given the  
3 pendency of this litigation. The audit's scope and findings would be rendered irrelevant or  
4 substantially altered should the Court issue an order redefining control, making any present  
5 assessment premature and wasteful. This problem will get even worse if the Board begins to  
6 separate VRAS before this Court has ruled in this case. The audit not only risks conflicting  
7 with the Court's eventual decision but also undermines the judicial process by attempting to  
8 preemptively establish facts of ownership that might prejudice the outcome.

9 Furthermore, allowing this audit to proceed creates an appearance of bad faith on the  
10 part of the Board. By initiating an extensive and costly audit without notice to Recorder Heap  
11 and without his consent, and in the midst of active litigation, the Board appears to be attempt-  
12 ing to create "facts on the ground" that favor its litigation position. This tactic seems to be  
13 focused on influencing or swaying the outcome of this case outside proper judicial channels  
14 by asserting control and operational changes unilaterally before this Court has had an oppor-  
15 tunity to rule.

16 Therefore, the litigation status of VRAS and the potential for judicial reallocation of  
17 control make this audit not only premature but coercive and prejudicial.

18 **II. The remaining factors for relief are met.**

19 Because the BOS "has acted unlawfully and exceeded [its] constitutional and statutory  
20 authority, [Recorder Heap] need not satisfy the standard for injunctive relief," *AZPIA*, 250  
21 Ariz. at 64 ¶ 26 (citations omitted), and he is therefore entitled to a preliminary injunction  
22 regardless of his showing on the other traditional preliminary injunction factors. However,  
23 those other factors are still met here.

24 **A. Recorder Heap will suffer irreparable injury without an injunction.**

25 **1. Constitutional harm cannot be remedied by damages.**

26 The deprivation of a constitutional officer's statutory authority constitutes irreparable  
injury as a matter of law. "Constitutional violations cannot be adequately remedied through  
damages and therefore generally constitute irreparable harm." *Am. Trucking Ass'n, Inc. v. City of*

1 *Los Angeles*, 559 F.3d 1046, 1059 (9th Cir. 2009).

2 The Board’s audit scheme prevents Recorder Heap from exercising his lawfully dele-  
3 gated authority over early voting and election administration. This constitutional deprivation  
4 cannot be remedied through monetary damages, as it strikes at the fundamental structure of  
5 Arizona’s decentralized election system.

6 **2. Delay threatens electoral integrity.**

7 Every day the audit continues represents another day that election systems remain im-  
8 properly controlled by the Board of Supervisors rather than the statutorily designated author-  
9 ity. The continuation of the audit threatens to preclude Recorder Heap from exercising his  
10 rightful authority over ERO and VRAS. With the 2026 election cycle approaching, continued  
11 delay threatens the integrity of election administration and the public’s confidence in the elec-  
12 toral process.

13 **3. The timing creates irreversible harm.**

14 If the audit proceeds as scheduled, the Board will achieve its objective of preventing  
15 system separation until after the 2026 primary elections. At that point, the Board will be able  
16 to claim that insufficient time remains to implement changes before subsequent elections, cre-  
17 ating a perpetual cycle of delay. This timing-based harm cannot be remedied after the fact.

18 **B. The balance of hardships favors Recorder Heap.**

19 The balance of hardships weighs decisively in Recorder Heap’s favor. Stopping the  
20 unnecessary audit would impose minimal burden on Defendants—they would simply cease  
21 an activity they should never have undertaken without proper consultation.

22 Conversely, allowing the audit to proceed would:

- 23 1. Perpetuate the unlawful deprivation of the Recorder’s statutory authority
- 24 2. Waste public resources on an unnecessary assessment
- 25 3. Delay compliance with Arizona election statutes
- 26 4. Undermine the constitutional structure of county government

The Board faces no legitimate hardship from ceasing an improper delay tactic, while  
the Recorder faces the complete nullification of his statutory authority if the audit continues.

1           **C.     Public policy favors an injunction.**

2                   **1.     Separation of powers**

3           Arizona’s constitutional structure creates independently elected county officers with  
4 distinct spheres of authority. Allowing one constitutional officer to delay another’s exercise of  
5 statutory duties through administrative obstruction would undermine this fundamental sepa-  
6 ration of powers.

7                   **2.     Electoral integrity**

8           “There is a ‘strong public policy favoring stability and finality of election results.’” *Ar-*  
9 *izona City Sanitary Dist. v. Olson*, 224 Ariz. 330, 334 ¶ 12 (App. 2010) (quoting *Donaghey v. Attorney*  
10 *General*, 120 Ariz. 93, 95 (1978)). Conducting an assessment about how to split key electronic  
11 election systems while those very systems are the subject of litigation undermines the stability  
12 of the county’s elections. Furthermore, the public interest strongly favors ensuring that elec-  
13 tion systems are controlled by the officers statutorily responsible for their administration. The  
14 Board’s seizure of control over systems the Recorder needs to fulfill his duties threatens public  
15 confidence in electoral integrity.

16                   **3.     Government efficiency**

17           Public policy favors the efficient resolution of intergovernmental disputes over pro-  
18 longed bureaucratic processes designed to delay compliance with statutory mandates. The  
19 Board’s audit represents precisely the type of administrative inefficiency that serves no public  
20 purpose.

21           **III.    A TRO should be issued immediately while this motion is pending to preserve  
22 the status quo.**

23           Recorder Heap requests that this Court immediately issue a ten-day TRO without no-  
24 tice under ARCP 65(b) while this motion is pending for the purpose of preserving the status  
25 quo and to ensure that unknown and unvetted personnel from Intersect cannot access sensi-  
26 tive voter information while this motion is adjudicated. The purpose of a TRO “is intended  
as a restraint on the defendant until the propriety of granting a preliminary injunction can be  
determined, thus going no further in its operation than to preserve the status quo until that  
determination,” thus “preserv[ing] the status quo until that determination.” *Firchau v. Barringer*

1 *Crater Co.*, 86 Ariz. 215, 219 (1959). A TRO is necessary here to avoid potentially irreparable  
2 harm to the county’s voter registration databases.

3 Arizona law imposes strict voter privacy requirements, prohibiting “[a]ny person in  
4 possession of a precinct register or list, in whole or part” from “permit[ing] the register or list  
5 to be used, bought, sold or otherwise transferred for any purpose except for uses otherwise  
6 authorized by this section.” A.R.S. § 16-168(F). The audit will allow Intersect personnel full  
7 access to the entire voter registration database, allowing them to read, copy, or alter confiden-  
8 tial voter information. Providing such unfettered access to third parties appears to violate Ar-  
9 izona law. Counsel is unaware of any specific exception in Arizona law that would allow the  
10 Board to grant such sweeping power and access to an unknown third-party vendor such as  
11 Intersect. Compounding the illegality is that the Board does not have any statutory authority  
12 over voter registration to begin with—rather, authority over voter registration lies squarely  
13 with the Recorder. *See, e.g.*, A.R.S. § 16-121.01, -134, -151, -165, and -166. VRAS properly  
14 belongs to the Recorder, and the Board should not be able to grant full access to the county’s  
15 voter registration database to unknown third parties. This violation is even more worrisome  
16 because the Board has provided the Recorder’s Office with virtually no information about the  
17 audit, about how many people from Intercept will have access to VRAS, and what controls,  
18 if any, have been put in place to monitor their activities. Colby Dec. ¶¶ 8-9, 21.

19 On October 9, counsel for Recorder Heap contacted counsel for the Board to disclose  
20 Recorder Heap’s intent to file this TRO motion and to request that the Board voluntarily  
21 pause or cancel the audit. On October 10, counsel for the Board informed counsel for Re-  
22 corder Heap that the Board was unwilling to postpone or cancel the audit.

### 23 **CONCLUSION**

24 The Board of Supervisors’ audit represents an impermissible attempt to usurp the Re-  
25 corder’s constitutional authority and influence the outcome of this litigation. The assessment  
26 serves no legitimate governmental purpose beyond obstruction and delay. Every day it con-  
tinues inflicts irreparable constitutional harm on both the Recorder and the electoral system  
he is sworn to protect. For the foregoing reasons, the Court should immediately issue a tem-  
porary restraining order requiring Defendants to:

- 1 a. Immediately cease and desist from conducting the ERO Assessment through The  
2 Intersect Group, LLC;
- 3 b. Prohibit any further activities by The Intersect Group, LLC related to the assessment  
4 of the VRAS database or ERO system; and
- 5 c. Suspend all activities under Contract Serial 250117-RFP until further order of this  
6 Court..

7 RESPECTFULLY SUBMITTED this 10th day of October, 2025.

8 **America First Legal Foundation**

9 By: /s/James Rogers

10 James K. Rogers (No. 027287)

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18 *Plaintiff in Heap v. Galvin*

19 *Defendant in Mitchell v. Heap*

20 ORIGINAL filed and served via electronic  
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# Exhibit A

1 **AMERICA FIRST LEGAL FOUNDATION**

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**DECLARATION OF BRYAN  
COLBY**

1 I, Bryan Colby, declare as follows:

2 1. I am the Chief Information Officer at the Maricopa County Recorder's Office.

3 2. On September 26, 2025, Chief Deputy Recorder Jeff Mason asked me to sched-  
4 ule a meeting with Assistant County Manager Zach Schira, Maricopa County Chief Infor-  
5 mation Officer (CIO) Richard McHattie, and Deputy CIO Nate Young, to begin discussions  
6 on dividing the Voter Registration Automation System (VRAS).

7 3. VRAS is the database that is used by the voter registration system (ERO) at the  
8 Recorder's Office that provides critical election functions, including voter registration data,  
9 early voting, ballot information, signature verification and curing for mail-in ballots, early vot-  
10 ing administration, and the generation of various election reports and voter lists. VRAS is also  
11 used by the site books for early ballot replacement and on Election Day voting.

12 4. The initial meeting was scheduled for October 8, 2025, at 3:30 PM, in person  
13 on the 10th floor conference room, the time and place selected by Schira, McHattie, and  
14 Young. Both Chief Deputy Recorder Mason and I attended. During the meeting, we were  
15 provided with a project plan and timeline for conducting an assessment of the ERO system.  
16 The stated purpose of this assessment was initially to determine how to divide the database  
17 between groups. Any actual work in separating the system was to performed at a later stage.

18 5. We were informed that a kickoff meeting for this project had been scheduled  
19 for October 9, 2025, at 1:00 PM, giving us less than 24 hours' advanced notice.

20 6. According to the documentation we received, the process had begun in May  
21 2025, with the vendor being selected and approved by the Board of Supervisors in September.  
22 The contract with the vendor was awarded on September 25, 2025 with an effective date of  
23 October 1, 2025.

24 7. The Recorder's Office was not informed about any of these plans or given any  
25 opportunity to provide input on the project plan, timeline, or vendor selection.

26 8. The selected vendor is The Intersect Group ("Intersect"), which is described as  
a staffing agency. However, no resumes, names, or qualifications of the assigned personnel  
have been provided to the Recorder's Office.

1           9.     I am deeply concerned that no information on the Intersect staff was provided  
2 to the Recorders Office. The Intersect staff will have unfettered access to sensitive election  
3 systems. The VRAS database that is used by the ERO application contains sensitive data,  
4 including personally identifiable information (PII) that could be used for nefarious purposes  
5 if not properly protected.

6           10.    Currently, the Recorder's Office has no formal representation in this project  
7 other than myself, whereas the Board's Elections Department has two staff members and four  
8 IT personnel participating. In my opinion, to ensure appropriate representation and under-  
9 standing of system requirements, additional Recorder's Office staff should be included—spe-  
10 cifically:

- 11           • Janine Pettit, Senior Director of Voter Registration
- 12           • Rey Valenzuela, Director of Elections (Mail-In Voting)
- 13           • Dustin Bryant, Application Development Manager (creator of the ERO appli-  
14 cation framework)
- 15           • David Madsen, Voter Registration Technology Manager

16           11.    These individuals possess critical knowledge of the operational needs and de-  
17 pendencies of the system and can accurately represent the Recorder's Office's perspective.

18           12.    The current developers of the existing structure remain on staff:

- 19           • Dustin Bryant, who currently works for the Recorder's Office as its Application  
20 Development Manager, and was the creator of the ERO application framework
- 21           • Mike Johnson, who now works for the County's IT Department, the Enterprise  
22 and Technology Innovation (ETI) Department

23           13.    Bryant and Johnson are intimately acquainted with the system architecture.  
24 They already know how the ERO and VRAS work and could develop a method to the separate  
the functions needed by the Board and the Recorder's Office.

25           14.    I therefore have confidence that Dustin Bryant and Mike Johnson, with support  
26 from myself and an ETI representative, have the technical expertise necessary to complete the  
requirements to separate the VRAS database and develop a secure mechanism to allow each

1 group access to the data they require.

2 15. The whole premise of hiring a third-party contractor to conduct the audit and  
3 split the databases is fundamentally flawed. Rather than splitting the VRAS database, each  
4 team that requires data from VRAS should establish its own fit-for-purpose downstream da-  
5 tabase. These databases would be populated and refreshed through controlled data extracts  
6 and standardized API feeds, ensuring information remains current while maintaining a clear  
7 separation of duties, minimizing security risks from direct access to production systems, and  
8 allowing each department to optimize schemas, indexes, and retention policies for its specific  
9 needs.

10 16. This approach decouples departments from VRAS system changes, supports  
11 auditing and access controls at the departmental level, and provides a scalable foundation for  
12 future integrations without impacting the production environment.

13 17. Until such time that each department has transitioned to its independent data-  
14 base, a formal Service Level Agreement (SLA) should be implemented to define and guarantee  
15 the access necessary for each group to continue performing its required functions.

16 18. If the county had asked for the Recorder's Office's input, this is what we would  
17 have recommended. There are solid technical reasons for taking this approach, and frankly,  
18 the Board's insistence on hiring a third-party contractor to conduct a 14-week-long audit is  
19 puzzling, unnecessary, and wasteful of taxpayer dollars.

20 19. The County's failure to fully include the Recorder's Office in audit is particularly  
21 baffling, as we estimate that 80% of the VRAS database is used to accomplish the duties of  
22 Recorder's Office and not of the Board.

23 20. The assessment proposed by ETI introduces several risks and significantly un-  
24 derestimates the amount of time required to complete the work. Their proposed plan focuses  
25 solely on dividing the VRAS database rather than optimizing the systems that utilize it. This  
26 narrow approach fails to address broader architectural, performance, and security considera-  
tions necessary for a sustainable long-term solution.

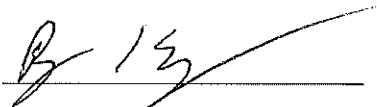
21. Furthermore, ETI's plan involves contracting with an external staffing company

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to provide personnel for the assessment. This introduces additional risks, as the proposed staff have not been properly vetted by the Recorder's Office, and have not cleared background checks (to my knowledge) to ensure compliance with County security and confidentiality standards..

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 10, 2025 in Maricopa County, Arizona.

A handwritten signature in black ink, appearing to read "Bryan Colby", is written over a horizontal line. The signature is stylized and cursive.

Bryan Colby

# Exhibit B

**SERIAL 250117-RFP ELECTIONS AND RECORDER OPERATIONS (ERO) ASSESSMENT**

**DATE OF LAST REVISION: September 25, 2025**

**CONTRACT END DATE: September 30, 2026**

**CONTRACT PERIOD THROUGH SEPTEMBER 30, 2026**

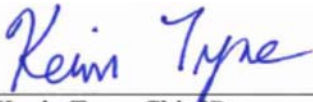
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **ELECTIONS AND RECORDER OPERATIONS (ERO) ASSESSMENT**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 25, 2025 (Eff. 10/01/25)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



---

Kevin Tyne, Chief Procurement Officer  
Office of Procurement Services

BW/mc  
Attach

Copy to: Office of Procurement Services  
Nate Young, Enterprise and Technology Innovation



## **CONTRACT ELECTIONS AND RECORDER OPERATIONS (ERO) ASSESSMENT 250117-RFP**

This contract is entered into this 25<sup>th</sup> day of September, 2025 by and between Maricopa County (County), a political subdivision of the State of Arizona, and The Intersect Group, LLC dba The Intersect Group a Georgia corporation (Contractor) for the purchase of consulting services related to Maricopa County **Elections and Recorder** Operations (ERO) Assessment as described in the Scope of Work (Exhibit B).

### **1.0 CONTRACT TERM**

This contract is for a term of one year, beginning on the 1<sup>st</sup> of October 2025 and ending the 30<sup>th</sup> of September 2026.

### **2.0 OPTION TO RENEW**

The County may, at its option and with the concurrence of the Contractor, renew the term of this contract up to a maximum of four additional year(s), (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

### **3.0 CONTRACT COMPLETION**

In preparation for contract completion, the Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the Contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

### **4.0 PRICE ADJUSTMENTS**

Any requests for reasonable price adjustments must be submitted 60 calendar days prior to contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

### **5.0 PAYMENTS**

5.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit A-1 – Pricing.

5.2 Payment shall be made upon the County's receipt of a properly completed invoice.

5.3 INVOICES

5.3.1 The Contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Project name and/or number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Description of purchase (product or services)
- Extended price
- Total amount due

5.3.2 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

5.3.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<https://www.maricopa.gov/5169/Vendor-Information>).

5.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

5.3.5 EFT payments to the routing and account numbers designated by the Contractor shall include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

5.4 APPLICABLE TAXES

5.4.1 It is the responsibility of the Contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.

5.4.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide Contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the Contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.

5.4.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if

applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and workers' compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to municipality or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

**6.0 AVAILABILITY OF FUNDS**

- 6.1 The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County shall keep the Contractor fully informed as to the availability of funds.
- 6.2 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

**7.0 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)**

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE may access a contract resulting from a solicitation issued by the County. If contractor does not want to grant such access to a member of SAVE, state so in contractor's bid. In the absence of a statement to the contrary, the County will assume that contractor does wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

**8.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)**

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA and may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the Contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.

**9.0 DUTIES**

- 9.1 The Contractor shall perform all duties stated in Exhibit B – Scope of Work, or as otherwise directed in writing by the procurement officer.
- 9.2 During the contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

10.0 TERMS AND CONDITIONS

10.1 INDEMNIFICATION

To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable relating to the performance of this contract.

10.1.1 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

10.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.

10.1.3 The scope of this indemnification does not extend to the sole negligence of County.

10.2 INSURANCE

10.2.1 Contractor, at Contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

10.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.

10.2.3 In the event that the insurance required is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

10.2.4 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

10.2.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

- 10.2.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 10.2.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.
- 10.2.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.
- 10.2.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

10.2.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

10.2.9.2 Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this contract.

10.2.9.3 Workers' Compensation

10.2.9.3.1 Workers' compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

10.2.9.3.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and Employer's Liability or Commercial Umbrella Liability insurance obtained by Contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

10.2.9.4 Errors and Omissions/Professional Liability Insurance

Errors and Omissions (Professional Liability) insurance which will insure and provide coverage for errors or omissions or professional liability of the contractor, with limits of no less than \$2,000,000 for each claim.

10.2.10 Certificates of Insurance

10.2.10.1 Prior to contract award, Contractor shall furnish the County with valid and complete Certificates of Insurance, or formal endorsements as required by the contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

10.2.10.2 In the event any insurance policy(ies) required by this contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual certificates of insurance.

10.2.10.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

10.2.10.4 Certificates of Insurance shall identify Maricopa County as the certificate holder as follows:

Maricopa County  
c/o Risk Management  
301 W Jefferson St, Suite 910  
Phoenix, AZ 85003

10.2.11 Cancellation and Expiration Notice

Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, or hand delivered to 301 W. Jefferson, Suite 700, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

10.3 FORCE MAJEURE

10.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of

the parties. Such events, occurrences, or causes include, but are not limited to, acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service, and pandemic.

10.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

10.3.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

10.4 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

10.5 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (Visa or Master Card) to make payment for orders under this contract.

10.6 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization, and documentation have been approved.

10.7 PURCHASE ORDERS

10.7.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.

10.7.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County procurement officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

10.8 BACKGROUND CHECK

Respondents may be required to pass multiple background checks (e.g. Sheriff's Office, County Attorney's Office, Courts, as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to, but is not limited to, the company, subcontractors, and employees, and the failure to pass these checks shall deem the respondent non-responsible.

**10.9 SUSPENSION OF WORK**

The procurement officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

**10.10 STOP WORK ORDER**

10.10.1 The procurement officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

10.10.1.1 cancel the stop work order; or

10.10.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

10.10.1.3 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor

**10.11 TERMINATION FOR CONVENIENCE**

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the Contractor.

**10.12 TERMINATION FOR DEFAULT**

10.12.1 The County may, by written Notice of Default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

10.12.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;

10.12.1.2 make progress, so as to endanger performance of this contract; or

10.12.1.3 perform any of the other provisions of this contract.

10.12.2 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

**10.13 PERFORMANCE**

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform, and any price differential will be charged against the Contractor.

**10.14 CONTRACTOR EMPLOYEE MANAGEMENT**

10.14.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this contract.

10.14.2 If Contractor personnel's employment status changes, Contractor shall provide County a list of proposed replacements with equivalent or greater experience.

10.14.3 Under no circumstances shall the implementation schedule to be impacted by a personnel change on the part of the Contractor.

10.14.4 Contractor shall not reassign any key personnel identified in their proposal without the express consent of the County.

10.14.5 County reserves the right to immediately remove from its premises any Contractor personnel it determines to be a risk to County operations.

10.14.6 County reserves the right to request the replacement of any Contractor personnel at any time, for any reason.

**10.15 WARRANTY OF SERVICES**

10.15.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the contract, including all descriptions, specifications, and attachments made a part of this contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

10.15.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished hereunder.

**10.16 INSPECTION OF SERVICES**

10.16.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the contract requires.

10.16.2 County has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

10.16.3 If any of the services do not conform to contract requirements, County may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

10.16.3.1 require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

10.16.3.2 reduce the contract price to reflect the reduced value of the services performed.

10.16.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, County may:

10.16.4.1 by contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

10.16.4.2 terminate the contract for default.

#### 10.17 USAGE REPORT

The Contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit of measure.

#### 10.18 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that, pursuant to A.R.S. § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

#### 10.19 OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

#### 10.20 SUBCONTRACTING

10.20.1 The Contractor may not assign to another Contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

10.20.2 The subcontractor's rate for the job shall not exceed that of the prime Contractor's rate, as bid in the pricing section, unless the prime Contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime Contractor's invoice.

**10.21 AMENDMENTS**

All amendments to this contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

**10.22 ADDITIONS/DELETIONS OF REQUIREMENTS**

The County reserves the right to add and/or delete materials and services to a contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a contract, prices for such additions will be negotiated between the Contractor and the County.

**10.23 RIGHTS IN DATA**

10.23.1 The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

10.23.2 Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

**10.24 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW**

10.24.1 In accordance with Section MC1-372 of the Maricopa County Procurement Code, the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest. The County, Federal or State auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

10.24.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**10.25 AUDIT DISALLOWANCES**

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

10.26 STRICT COMPLIANCE

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

10.27 VALIDITY

The invalidity, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of the contract.

10.28 SEVERABILITY

The removal, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of this contract.

10.29 RELATIONSHIPS

10.29.1 In the performance of the services described herein, the Contractor shall act solely as an independent Contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

10.29.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless a different time period was previously approved by the County.

10.30 NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona 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 is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be viewed at [https://apps.azsos.gov/public\\_services/register/2009/46/governor.pdf](https://apps.azsos.gov/public_services/register/2009/46/governor.pdf))

10.31 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

10.32 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

10.32.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers, and directors:

10.32.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

10.32.1.2 have not within a three-year period preceding this contract:

10.32.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State, or local) transaction or contract; or

10.32.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

10.32.1.3 are not presently indicted or criminally charged by a government entity (Federal, State, or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State, or local) transaction or contract;

10.32.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and

10.32.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, State, or local) terminated for cause or default.

10.32.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

10.32.3 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the Contractor shall include the information required by this clause with their bid.

**10.33 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS**

10.33.1 By entering into the contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at [www.uscis.gov](http://www.uscis.gov).

10.33.2 The County retains the legal right to inspect documents of Contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 10.33.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**10.34 CONTRACTOR LICENSE REQUIREMENT**

10.34.1 The Contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. The Contractor shall keep fully informed of existing and future trade or industry requirements, and Federal, State, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both the Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.

**10.35 INFLUENCE**

10.35.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.

10.35.2 An attempt to influence includes, but is not limited to:

10.35.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

10.35.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

10.35.4 ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARD TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS, OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

**10.36 CONFIDENTIAL INFORMATION**

10.36.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

10.36.2 The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. The Contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.

10.36.3 Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

#### 10.37 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the County at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

#### 10.38 INTEGRATION

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

#### 10.39 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

#### 10.40 GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.

#### 10.41 FORCED LABOR

10.41.1 By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.

10.41.2 Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:

10.41.2.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

10.41.2.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10.41.2.3 Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10.41.3 If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end the 180-day period, the agreement terminates on the agreement termination date.

#### 10.42 PRICES

Contractor warrants that prices extended to County under this contract are no higher than those paid by any other customer for these or similar services.

#### 10.43 ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this contract and Contractor's license agreement, if applicable, the terms of this contract shall prevail.

#### 10.44 UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION

All contractors that receive funding must have a UEI number through <https://sam.gov/content/entity-registration>. Contractor must also remain maintain current information and active registration with the System for Award Management ([www.sam.gov](http://www.sam.gov)) throughout the term of the contract.

#### 10.45 RELIGIOUS ACTIVITIES

The contractor agrees that costs, planned or claimed, including costs incurred, shall not include any expense for any religious activity.

#### 10.46 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County or the contractor under the agreement shall be used in the performance of this agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

#### 10.47 EQUAL EMPLOYMENT OPPORTUNITY

10.47.1 The contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, or national origin. Such action shall include but is not limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

10.47.2 Contractor shall comply with the following provisions:

10.47.2.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.);

10.47.2.2 The Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, et seq.);

10.47.2.3 The Age Discrimination in Employment Act of 1967, as amended (29U.S.C. §§ 621, et seq.);

10.47.2.4 The Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and Arizona Executive Order 2009-09, as amended, et seq. which mandates that all persons shall have equal access to employment opportunities.

10.47.2.5 Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

#### 10.48 CERTIFICATION REGARDING LOBBYING

10.48.1 Contractor certifies, to the best of their knowledge and belief, that:

10.48.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant. Including the making of any federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

10.48.2 If any funds other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.48.3 Contractor shall include Lobbying Certification language in the award documents for all subcontractors (including sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

10.48.3.1 The Lobbying Certification is a material representation of fact upon which reliance was placed when this transaction is made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any successful proposer(s) who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

#### 10.49 CLEAN AIR ACT & CLEAN WATER ACT

Contractor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations.

10.50 ENERGY POLICY AND CONSERVATION ACT

Contractor must adhere to the standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871).

10.51 CONTRACT DISPUTES

All Contract disputes will be handled in accordance with the Maricopa County Procurement Code, MCI-906

10.52 INCORPORATION OF DOCUMENTS

10.52.1 The following are to be attached to and made part of this Contract:

10.52.1.1 Exhibit A – Vendor Information

10.52.1.2 Exhibit A-1 – Pricing

10.52.1.3 Exhibit A-2 – Pricing Detail

10.52.1.4 Exhibit B – Scope of Work

10.52.1.5 Exhibit C – Project Plan Approach

10.52.1.6 Exhibit D – Deliverables Matrix

10.52.1.7 Exhibit E – Contractor Travel and Per Diem Policy

10.53 NOTICES

All notices given pursuant to the terms of this contract shall be addressed to:

For County:

Maricopa County  
Office of Procurement Services  
301 W. Jefferson St. Suite 700  
Phoenix, Arizona 85003-4647 **2164**

For Contractor:

The Intersect Group, LLC  
PO Box 116630  
Atlanta, GA 30368

IN WITNESS WHEREOF, this contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

Michael Snyder CFO

PRINTED NAME AND TITLE

1 Glenlake Pkwy Suite 800 ATL GA 30328

ADDRESS

9/18/2025

DATE

MARICOPA COUNTY



October 2, 2025

CHIEF PROCUREMENT OFFICER,  
OFFICE OF PROCUREMENT SERVICES

DATE

APPROVED AS TO FORM:

Nikolaus G. Decker  
DEPUTY COUNTY ATTORNEY

10/01/2025

DATE

**EXHIBIT A - VENDOR INFORMATION**

COMPANY NAME:	The Intersect Group, LLC
DOING BUSINESS AS (dba):	The Intersect Group
MAILING ADDRESS:	PO Box 116630, Atlanta, GA 30368
REMIT TO ADDRESS:	PO Box 116630, Atlanta, GA 30368
TELEPHONE NUMBER:	(770) 500-3636
FAX NUMBER:	NA
WWW ADDRESS:	www.theintersectgroup.com
REPRESENTATIVE NAME:	Nic Yavelak
REPRESENTATIVE TELEPHONE NUMBER:	(602) 247-1701
REPRESENTATIVE EMAIL ADDRESS	nyavelak@theintersectgroup.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:		<input checked="" type="checkbox"/>	

PAYMENT TERMS: NET 30 DAYS

**NOTES:**

The SOW per Exhibit B shall be completed within 14 weeks per Exhibit C with deliverables per Exhibit D. The Contractor shall submit bi-weekly invoices per Exhibit A-2 during the duration of the project for the work completed. The total project cost will not exceed the total cost for the project plan phases per Exhibit A-1 except for any travel related expenses per Exhibit E.

**EXHIBIT A-1 - PRICING**

**1.0 PRICING:**

<b>PROJECT PLAN PHASES</b>	
2.1.4.1 Application Development Process	\$ 64,320.00
2.1.4.2 Current Application Architecture	\$ 42,880.00
2.1.4.3 Public Records Request Process	\$ 42,880.00
2.1.4.4 Current Application Access Requirements	\$ 42,880.00
2.1.4.5 Personnel	\$ 42,880.00
2.1.4.6 Risk Management	\$ 64,320.00
Travel Related Expenses TBD (per Exhibit E)	\$ -
<b>Total Project Price (Not to exceed excluding travel)</b>	<b>\$ 300,160.00</b>

<b>2.1.4.1 Application Development Process</b>				
<b>Job Classification/Service</b>	<b>Hourly Rate</b>	<b>Estimated Hours</b>	<b>Travel Anticipated (Y/N)</b>	<b>Total Price</b>
Enterprise Architect	\$ 156.00	120.00		
Security Architect	\$ 130.00	120.00		
Application Analyst	\$ 110.00	120.00		
Sr. Project Manager	\$ 140.00	120.00		
	\$ -			
				<b>\$ 64,320.00</b>

<b>2.1.4.2 Current Application Architecture</b>				
<b>Job Classification/Service</b>	<b>Hourly Rate</b>	<b>Estimated Hours</b>	<b>Travel Anticipated (Y/N)</b>	<b>Total Proposed Price</b>
Enterprise Architect	\$ 156.00	80.00		
Security Architect	\$ 130.00	80.00		
Application Analyst	\$ 110.00	80.00		
Sr. Project Manager/Process Mod.	\$ 140.00	80.00		
	\$ -			
				<b>\$ 42,880.00</b>

<b>2.1.4.3 Public Records Request Process</b>				
<b>Job Classification/Service</b>	<b>Hourly Rate</b>	<b>Estimated Hours</b>	<b>Travel Anticipated (Y/N)</b>	<b>Total Proposed Price</b>
Enterprise Architect	\$ 156.00	80.00		
Security Architect	\$ 130.00	80.00		
Application Analyst	\$ 110.00	80.00		
Sr. Project Manager/Process Mod.	\$ 140.00	80.00		
				<b>\$ 42,880.00</b>

2.1.4.4 Current Application Access Requirements				
Job Classification/Service	Hourly Rate	Estimated Hours	Travel Anticipated (Y/N)	Total Proposed Price
Enterprise Architect	\$ 156.00	80.00		
Security Architect	\$ 130.00	80.00		
Application Analyst	\$ 110.00	80.00		
Sr. Project Manager/Process Mod.	\$ 140.00	80.00		
	\$ -			
				\$ 42,880.00

2.1.4.5 Personnel				
Job Classification/Service	Hourly Rate	Estimated Hours	Travel Anticipated (Y/N)	Total Proposed Price
Enterprise Architect	\$ 156.00	80.00		
Security Architect	\$ 130.00	80.00		
Application Analyst	\$ 110.00	80.00		
Sr. Project Manager/Process Mod.	\$ 140.00	80.00		
	\$ -			
				\$ 42,880.00

2.1.4.6 Risk Management				
Job Classification/Service	Hourly Rate	Estimated Hours	Travel Anticipated (Y/N)	Total Proposed Price
Enterprise Architect	\$ 156.00	120.00		
Security Architect	\$ 130.00	120.00		
Application Analyst	\$ 110.00	120.00		
Sr. Project Manager/Process Mod.	\$ 140.00	120.00		
	\$ -			
				\$ 64,320.00

**EXHIBIT A-2 – PRICING DETAIL**

Approach Phase	Related Workstream(s)	Resource(s) - Percentage (%)	Total Number of Weeks	Hours/Week	Rate	Total Hrs	Total Cost
Phase 1: Initiation & Planning*	N/A (Project Setup)	All Resources - 100%	2	320	\$134	320	\$ 42,880.00
Phase 2: App & Infra Review	Architecture (2.1.4.2)	Enterprise Architect - 60%	5	24	\$156	120	\$ 18,720.00
		Application Analyst - 50%	5	20	\$110	100	\$ 11,000.00
		Security Engineer - 15%	5	6	\$130	30	\$ 3,900.00
		PM/HR - Process Mod. - 33%	5	13.332	\$140	66.66	\$ 9,332.40
Phase 2: App & Infra Review	Dev Process (2.1.4.1)	Enterprise Architect - 20%	5	8	\$156	40	\$ 6,240.00
		Application Analyst - 25%	5	10	\$110	50	\$ 5,500.00
		Security Engineer - 15%	5	6	\$130	30	\$ 3,900.00
		PM/HR - Process Mod. - 33%	5	13.332	\$140	66.66	\$ 9,332.40
Phase 2 (access), Phase 4 (risk)	Access (2.1.4.4), Risk (2.1.4.6)	Enterprise Architect - 20%	5	8	\$156	40	\$ 6,240.00
		Application Analyst - 25%	5	10	\$110	50	\$ 5,500.00
		Security Engineer - 70%	5	28	\$130	140	\$ 18,200.00
		PM/HR - Process Mod. - 33%	5	13.332	\$140	66.66	\$ 9,332.40
Phase 3: Operational & Personnel	PRR Process (2.1.4.3)	Enterprise Architect - 50%	2	20	\$156	40	\$ 6,240.00
		Application Analyst - 60%	2	24	\$110	48	\$ 5,280.00
		Security Engineer - 50%	2	20	\$130	40	\$ 5,200.00
		PM/HR - Process Mod. - 50%	2	20	\$140	40	\$ 5,600.00
Phase 3: Operational & Personnel	Personnel (2.1.4.5)	Enterprise Architect - 50%	2	20	\$156	40	\$ 6,240.00
		Application Analyst - 40%	2	16	\$110	32	\$ 3,520.00
		Security Engineer - 50%	2	20	\$130	40	\$ 5,200.00
		PM/HR - Process Mod. - 50%	2	20	\$140	40	\$ 5,600.00
Phase 4: Risk & Governance	Risk Management 2.1.4.6	Enterprise Architect - 100%	2	40	\$156	80	\$ 12,480.00
		Application Analyst - 100%	2	40	\$110	80	\$ 8,800.00
		Security Engineer - 100%	2	40	\$130	80	\$ 10,400.00

		PM/HR - Process Mod. - 100%	2	40	\$140	80	\$ 11,200.00
Phase 5: Synthesis & Recommendations*	All workstreams	All Resources - 100%	2	320	\$134	320	\$ 42,880.00
Phase 6: Final Report*	All workstreams	All Resources - 100%	1	160	\$134	160	\$ 21,440.00

\*All resources (Phase 1, 5 and 6) have a blended rate of \$134.

TOTAL \$ 300,157.20

## EXHIBIT B - SCOPE OF WORK

### 1.0 INTENT

Maricopa County (County) has entered into this Contract with the Contractor to perform an assessment of the current Elections and Recorder Operations (ERO) technology suite of applications including software, architecture, technical documentation and underlying technology and services stack in order to provide an evaluative report including recommendations for efficiency optimization and modernization.

The assessment will be performed by a team of four expert consultants working collaboratively across all workstreams that ensures thorough coverage of all requirements while maintaining project momentum and stakeholder engagement.

### 2.0 SCOPE OF WORK

#### 2.1 CONTRACTOR REQUIREMENTS

- 2.1.1 The Contractor shall furnish all necessary labor, materials, and standard business equipment (unless provided by the County in which case it must be returned in the same working condition) needed to complete the work in accordance with this Scope of Work (SOW). This may include but not be limited to interviews with staff individually or in groups, review of statutes, policies, and standard operating procedures to evaluate each functional area. The Contractor may be given access to sensitive documents and must follow County security and confidentiality standards. The Contractor must sign and abide by all NDAs, data privacy, and governance policies prior to receiving access. The Contractor shall be required to sign an independence statement, or equivalent document approved by the County.
- 2.1.2 The Contractor may perform work remotely or onsite. All data and documentation shall be shared via secure county ftp site and interviews may be conducted via County remote work resources. The Contractor shall be provided with space for onsite work and access to County staff as needed with a minimum one week notice. The Contractor may be required to attend onsite meetings and presentations.
- 2.1.3 The Contractor shall provide all staff and supervision needed to complete the work and provide a final report addressed to the County.
- 2.1.4 The Contractor shall plan and perform a comprehensive review of the following Elections Technology Department (E-ITD) processes, including identifying and reporting any observed opportunities for efficiencies.
  - 2.1.4.1 **APPLICATION DEVELOPMENT PROCESS** – Assess the development pipeline from evaluation of intake to quality assurance, release, and monitoring. Assess the team roles and responsibilities matrix to identify areas of expertise without redundancy. Review coding standards, documentation and Azure DevOps (ADO) workflows. Assess code review tools, AI development tools, and code documentation tools. Review process for meeting structures, release notes, and requirements gathering to include formal and informal communications practices. Assess current training and development pathways to provide improvement recommendations for this process.
  - 2.1.4.2 **CURRENT APPLICATION ARCHITECTURE** – Review the full architectural breakdown of the ERO application using various documentation. Review and analyze database information to suggest consolidations and changes to existing structures. Assess the ERO

application and database workflows to compare against Development (DEV) / User Acceptance (UAT) and Production (PROD) environments and suggest efficiencies and optimizations. API structures, and GIS identifying permission and access control gaps. Provide recommendations on bifurcated application development and delivery in accordance with existing MOU's, charters, and agreements.

2.1.4.3 **PUBLIC RECORDS REQUEST PROCESS** - Public records request workflows and underlying infrastructure.

2.1.4.4 **CURRENT APPLICATION ACCESS REQUIREMENTS** – Review department access requirements. Outline interconnected applications, environments, and components. Include an inventory of sensitive data types and data flows. Assess and analyze controls that secure access to sensitive data related to roles and permissions of users to understand if the use of least privilege and Role Based Access Controls (RBAC) meet regulatory requirements. Investigate access and analyze access levels for administrators, personnel with read only access, temporary access, and business cases to support the need for access levels.

2.1.4.5 **PERSONNEL** – E-ITD provides personnel and services to ELE & REC for Elections Operation applications, services and support. This assessment will determine the efficiency of personnel distribution to E-ITD from the Shared Services Agreement (SSA) and suggest any additional personnel or adjustments to reporting structure.

2.1.4.6 **RISK MANAGEMENT** – Review the ERO application and workflows and make suggestions on enhancing security and minimizing risk associated with voter registration data. This is intended to be a review of access control policies, and data sharing policies, not an application security assessment.

2.1.4.7 The Contractor shall be expected to perform other intrinsic activities as requested, including but not limited to providing updates or attend meetings with E-ITD and conduct presentations of review results at formal or informal Meetings.

## 2.2 DELIVERABLES

Final approval of deliverables per Exhibit D shall be provided by County in writing no later than 10 days from the date of delivery. At the conclusion of the engagement, the Contractor shall provide a comprehensive report addressed to the County, on the Contractor's letterhead, summarizing the work performed, findings, and recommendations.

## 2.3 TIMELINE

2.3.1 The services shall begin within 30 day after contract award on or around October 1, 2025 depending on Contractor availability.

2.3.2 The Contractor shall complete all deliverables within four months of the services start date per Section 2.3.1 and Exhibit C.

2.3.3 The Contractor shall complete deliverables by due date per Exhibit D.

2.3.4 The Contractor may be required to attend one or more executive team meetings after project completion. Any travel required shall be approved by the County per Exhibit E.

## **EXHIBIT C – PROJECT PLAN APPROACH**

### Phase 1: Project Initiation & Planning (Weeks 1-2)

#### Activities:

- Kickoff meeting with stakeholders (ELE, REC, E-ITD, County leadership)
- Refine project plan, charter, scope, deliverables, and agree on communication protocols
- Collect existing documentation: system architecture, workflows, policies, team structures, organizational charts, and technical standards
- Identify all interconnected applications, environments, and data flows

### Phase 2: Application & Infrastructure Review (Weeks 3-7)

#### Activities:

- Application Development Process (2.1.4.1): Software Development Life Cycle (SDLC)
  - Assess meeting structures, release notes, and requirements gathering.
  - Evaluate intake, QA, release, and monitoring processes
  - Assess development pipeline, CI/CD workflows (Azure DevOps), and standards
  - Review the team roles/responsibilities matrix for redundancies or gaps
  - Review code standards, documentation practices, Azure DevOps workflows, code review & AI tools
- Application Architecture & Data (2.1.4.2):
  - Map full architectural breakdown (servers, databases, APIs, GIS components)
  - Analyze database schemas, workflows across DEV/UAT/PROD environments
  - Review API structures, permissions, security, and access controls
  - Identify opportunities for bifurcated development/delivery aligned with MOUs and charters
    - Find logical points where the system can be split into independent parts, ensuring each part can be developed, tested, and deployed without unnecessary dependencies as long as this separation supports compliance, security, and operational independence as outlined in formal agreements.
- Access & Security (2.1.4.4):
  - Review department access requirements, roles, and permissions
  - Inventory sensitive data types, data flows, and user permissions
  - Assess RBAC, least privilege, and regulatory compliance
  - Analyze access levels for admin, read-only, temporary access, and business cases

### Phase 3: Operational & Personnel Efficiency Assessment (Weeks 8-9)

#### Activities:

- Personnel (2.1.4.5)
  - Evaluate personnel roles, levels, distribution, and reporting structures supporting E-ITD, ELE, and REC
  - Identify redundancies, skill gaps, and organizational improvements
  - Review the effectiveness of support and staffing levels
- Public Records Request Process (2.1.4.3)
  - Review workflows, processes, infrastructure, and data handling for public records requests

- Identify redundancies, skill gaps, and organizational improvements

Phase 4: Risk & Data Governance Review (Weeks 10-11)

Activities:

- Risk Management (2.1.4.6)
  - Review access policies for data sharing, voter registration, and public records requests
  - Identify risks, vulnerabilities, and inefficiencies related to data access, data handling, sharing, and system workflows.
  - Provide recommendations to minimize vulnerabilities without conducting complete security testing.

Phase 5: Synthesis & Recommendations (Weeks 12-13)

Activities:

- Consolidate findings into actionable recommendations:
- Database and architecture modernization
- Workflow efficiencies
- Personnel restructuring
- Access control improvements
- Data sharing and public records processes
- Develop an implementation roadmap with prioritized actions

Phase 6: Final Report & Presentation (Week 14)

Activities:

- Deliver a comprehensive report with an executive summary, detailed findings, and strategic recommendations.
- Conduct stakeholder presentation and Q&A

**EXHIBIT D – DELIVERABLES MATRIX**

Deliverables Matrix (Deliverables / Workstream /Approach Phases)

Expected Deliverable/ End of Project Week	Description	Related Workstream(s)	Approach Phase
Project Charter & Work Plan (Week 2)	Finalized scope, timeline, Deliverables, communication plan, and team roles.	N/A (Project Setup)	Phase 1: Initiation & Planning
Documentation Inventory Matrix (Week 2)	Catalog of collected system documentation (Initial system architecture diagrams, Current workflow documentation, Existing policies and procedures)	N/A (Project Setup)	Phase 1: Initiation & Planning
System Architecture Assessment Report  (First Draft - Week 7)  (Final Draft - Week 12)	Architecture Assessment Document - Documented ERO architecture, Database schema analysis, DEV/UAT/PROD environment mapping, API/GIS evaluation, Bifurcation opportunities assessment, and suggested improvements.	Architecture (2.1.4.2)	Phase 2: App & Infra Review
Application Development Process Assessment  (First Draft - Week 7)  (Final Draft - Week 12)	SDLC Assessment Report - Current SDLC and CI/CD process maturity evaluation; DevOps, meeting structures, tools, and team roles Matrix.	Dev Process (2.1.4.1)	Phase 2: App & Infra Review
Access Control Assessment  (First Draft - Week 7)  (Final Draft - Week 12)	Analysis of user roles, permissions, RBAC compliance assessment, access levels, sensitive data inventory, and access flows.	Access (2.1.4.4)	Phase 2 (access)
Security Model Assessment  (First Draft - Week 11)  (Final Draft - Week 12)	Analysis of user roles, permissions, RBAC compliance assessment, access levels, sensitive data inventory, and access flows.	Risk (2.1.4.6)	Phase 4 (risk)
Public Records Request Workflow Assessment  (First Draft - Week 9)  (Final Draft - Week 12)	Documentation and review of PRR process, infrastructure, and data handling As-is Process & To-be Process models	PRR Process (2.1.4.3)	Phase 3: Operational & Personnel

<p>Personnel Assessment Report</p> <p>(First Draft - Week 9)</p> <p>(Final Draft - Week 12)</p>	<p>Current staffing assessment, Skills gap analysis, Organizational structure recommendations, and suggestions for E-ITD, ELE, and REC alignment.</p>	<p>Personnel (2.1.4.5)</p>	<p>Phase 3: Operational &amp; Personnel</p>
<p>Risk &amp; Governance Review Summary</p> <p>(First Draft - Week 9)</p> <p>(Final Draft - Week 12)</p>	<p>Risk Assessment Report - Access control policy review, Data sharing policy assessment, and Risk Matrix and Mitigation recommendations. Data Governance Framework</p>	<p>Risk Management (2.1.4.6)</p>	<p>Phase 4: Risk &amp; Governance</p>
<p>Recommendations Matrix (Week 13)</p>	<p>Consolidated, prioritized matrix of all recommendations, mapped to goals: e.g., modernization, separation, security.</p>	<p>All workstreams</p>	<p>Phase 5: Synthesis &amp; Recommendations</p>
<p>Implementation Roadmap (Week 13)</p>	<p>Comprehensive Recommendations Document (Technical architecture recommendations, Personnel restructuring plan, Process improvement recommendations, and Implementation roadmap with prioritized actions) Impact Assessment Matrix (Operational impact analysis, Resource requirements, Timeline estimates, and Risk mitigation strategies)</p>	<p>All workstreams</p>	<p>Phase 5: Synthesis &amp; Recommendations</p>
<p>Final Report &amp; Executive Summary (Week 14)</p>	<p>Comprehensive document including findings, analysis, recommendations, roadmap, and appendix materials.</p>	<p>All workstreams</p>	<p>Phase 6: Final Report</p>
<p>Executive Presentation Deck (Week 14)</p>	<p>Executive-level presentation summarizing findings and proposed strategies for ERO system improvement.</p>	<p>All workstreams</p>	<p>Phase 6: Final Report</p>

**NOTES:**

A first draft is an initial version of the project deliverable that presents the proposed solution, features, and structure without final polish or full stakeholder incorporation. This version serves as a starting point, often incomplete, and is shared for review to collect feedback and highlight areas needing improvement.

A final draft is the refined version of the deliverable, integrating all relevant stakeholder feedback, corrections, clarifications, and enhancements that emerged from reviewing the first draft. It is prepared for sign-off, representing the complete, quality-checked, and client-approved output ready for formal delivery or implementation.

**EXHIBIT E: CONTRACTOR TRAVEL AND PER DIEM POLICY**

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County contract administrator.
- 2.0 Lodging, per diem, and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): [www.gsa.gov](http://www.gsa.gov).
  - 2.1 Additional incidental expenses (i.e., telephone, fax, internet, and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
  - 2.2 The County will not (under any circumstances) reimburse for contractor guest lodging, per diem, or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
  - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County contract administrator as a result of the business needs of the County when there is no lower fare available.
  - 3.2 The lowest direct flight airfare rate from the contractor's assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
  - 3.3 The County will not (under any circumstances) reimburse for contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County contract administrator.
  - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse a contractor if the contractor chooses to purchase this coverage.
  - 4.2 Rental vehicles are restricted to sub-compact, compact, or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: Contractors shall obtain pre-approval in writing from the County contract administrator prior to rental of a larger vehicle.)
  - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH, shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
  - 4.4 County will reimburse for the lowest rate, long-term, uncovered (covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
  - 4.5 The County will not (under any circumstances) reimburse the contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County contract administrator. These costs include, but are not limited to, the

following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

- 6.0 Travel and per diem expenses shall be capped at 15 percent of project price unless otherwise specified and approved by the County in individual contracts.
- 7.0 Contractor shall provide, (upon request) with their invoice(s), copies of receipts supporting travel and per diem expenses, and, if applicable, with a copy of the written consent issued by the County contract administrator. No travel and per diem expenses shall be paid by County without copies of the written consent as described in this policy and copies of all receipts.

THE INTERSECT GROUP LLC dba THE INTERSECT GROUP, PO BOX 116630, ATLANTA, GA 30368

PRICING SHEET: NIGP CODE 91800

Terms:	NET 30
Vendor Number:	VS0000011180
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>September 30, 2026.</b>