

1 **AMERICA FIRST LEGAL FOUNDATION**

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

11 STRONG COMMUNITIES
12 FOUNDATION OF ARIZONA
13 INCORPORATED, ERIC LOVELIS,
14 WILLIAM JOSEPH APPLETON, and
15 LAURA HARRISON;

16 Plaintiffs,

17 v.

18 YAVAPAI COUNTY; CRAIG L.
19 BROWN, JAMES GREGORY, DONNA
20 G. MICHAELS, MARY MALLORY,
21 and HARRY B. OBERG, in their
22 respective official capacities as members
23 of the Yavapai County Board of
24 Supervisors; MICHELLE M.
25 BURCHILL, in her official capacity as
26 Yavapai County Recorder; MARICOPA
27 COUNTY; BILL GATES, STEVE
28 GALLARDO, THOMAS GALVIN,
CLINT HICKMAN, and JACK
SELLERS, in their respective official
capacities as members of the Maricopa
County Board of Supervisors; STEPHEN
RICHER, in his official capacity as
Maricopa County Recorder;
COCONINO COUNTY; JERONIMO
VASQUEZ, PATRICE HORSTMAN;
ADAM HESS, JUDY BEGAY, and
LENA FOWLER, in their respective
official capacities as members of the
Coconino County Board of Supervisors;

Case No. S13000V 202400175

**PLAINTIFFS' COMPLAINT FOR
SPECIAL ACTION RELIEF**

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and PATTY HANSEN, in her official
capacity as Coconino County Recorder;

Defendants.

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1 The Plaintiffs hereby allege and state as follows:

2 **INTRODUCTION**

3 1. Majorities of Arizona voters—55 percent—“believe it is likely that
4 problems with the 2022 election in Maricopa County affected the outcome.”¹ With public
5 confidence in elections being so low, the need for our elections to be scrupulously
6 administered in accordance with the law has never been higher.

7 2. Election day on November 8, 2022 (the 2022 general election) in Maricopa
8 County was marred by “widespread failures” and “technical problems” that led to “the
9 anger and frustration of voters who were subjected to inconvenience and confusion at
10 voter centers.” *Lake v. Hobbs*, CV 2022-095403 at 3-4, (Ariz. Super. Ct. Dec. 24, 2022)
11 (Under Advisement Ruling).

12 3. Yavapai County had similar problems, with malfunctioning printers causing
13 long lines at at least one voting center.

14 4. Election day on November 3, 2020 (the 2020 general election) in Maricopa
15 County was similarly marred.

16 5. The Maricopa County-administered regional election on November 7, 2023
17 (an all-mail election that used drop-off locations and ballot replacement centers instead of
18 vote centers) was also a disaster. Multiple drop-off locations closed before 7:00 pm, even
19 though Maricopa County had issued public notices stating that *all* locations established as
20 drop boxes and ballot replacement centers would be open until 7:00 pm.²

21 6. These failures are part of an obvious pattern. For years, the Maricopa
22 Defendants have consistently failed in their duties to administer elections lawfully and
23 fairly in Maricopa County.

24 _____
25 ¹ *Most Arizona Voters Believe Election ‘Irregularities’ Affected Outcome*, Rasmussen
26 Reports, (Mar. 17, 2023), <https://tinyurl.com/45j5pcnt>.

² Jen Fifield, *Early closing times for some Maricopa County drop boxes frustrate last-minute voters*, Votebeat Arizona, (Nov. 9, 2023), <http://tinyurl.com/44c824t2>.

1 7. The Maricopa Defendants are fully aware of the myriad deficiencies in how
2 they administer elections, yet they have consistently failed to take effective action to
3 rectify them. Instead, they have stubbornly dug their heels in. Rather than fix their past
4 mistakes, they try to fight, silence, or shame anyone questioning their maladministration.

5 8. Because of their intransigence, there is a near-certainty that the November
6 5, 2024, election (the 2024 general election) will be marred by the same mistakes and
7 maladministration as the 2020, 2022, and 2023 elections.

8 9. On January 29, 2023, the American Law Institute issued a report by a
9 bipartisan group of elections officials entitled *Ethical Standards for Election*
10 *Administration*. The report listed “seven core principles for adoption by the profession.”
11 The first of those principles is to “[a]dhere to the law” because “[e]lection officials have
12 a duty to administer the law as written and interpreted by the relevant authorities.”
13 Defendant Bill Gates was one of the report’s nine-member drafting committee.³ This
14 lawsuit merely seeks to hold him—and the other Defendants—accountable for complying
15 with this basic principle that Supervisor Gates has advocated in rhetoric, if not in practice.

16 10. The Maricopa Defendants’ administration of elections in Maricopa County
17 has been sloppy, shoddy, and rife with mistakes. Their mismanagement has made
18 Maricopa County—and the entire State of Arizona—the laughingstock of the nation. The
19 Defendants’ mistakes and unlawful conduct are so numerous that it is beyond the scope
20 of one single lawsuit to correct. This complaint merely identifies the most egregious of
21 the legions of errors and illegalities and seeks judicial remedy to correct them.

22 11. Similarly, the Coconino and Yavapai Defendants have expressly stated they
23 do not intend to follow the letter of the law in the administration of the 2024 election. The
24 Coconino and Yavapai Defendants unlawfully maintain unstaffed drop boxes. They do
25 not follow proper curing procedures. They have been unlawfully canceling voter
26

³ American Law Institute, *Ethical Standards for Election Administration* at 3-4, (Jan. 29, 2024),

1 registration of qualified Coconino and Yavapai County electors. And their signature
2 verification procedures are unlawful. Such brazen violations of Arizona’s law undermine
3 public confidence in the administration of elections.

4 12. It is time to restore the public’s confidence in Arizona’s elections.

5 **PARTIES**

6 13. Plaintiff Strong Communities Foundation of Arizona Incorporated is an
7 Arizona 501(c)3 nonprofit incorporated on September 16, 2018. It is an Arizona-based and
8 Arizona-focused grassroots organization headquartered in Maricopa County. Its mission is
9 to make civic participation easy and accessible for all Americans. It trains Arizonans about
10 becoming more civically involved and offers community neighborhood events to engage
11 neighbors who want to stay informed but are generally not civically engaged. An essential
12 part of its mission to increase civic engagement is ensuring that Arizona’s elections are
13 free, fair, and lawfully administered. Together with its associated 501(c)4 organization, it
14 has 59,000 subscribers to its mailing list, it has received donations from 4,305 people, and
15 conducts 90 or more public events per year. It conducts significant voter outreach and
16 education, including in Maricopa and Coconino Counties. It reached over 150,000 voters
17 in 2022. Its donors, subscribers, and followers view it as the public voice for their concerns.

18 14. Plaintiff Eric Lovelis is a resident of Maricopa County, where he is
19 registered to vote. He is an enrolled member of the Choctaw Nation of Oklahoma.

20 15. Plaintiff William Joseph Appleton is a resident of Coconino County, where
21 he is registered to vote.

22 16. Plaintiff Laura Harrison is a resident of Yavapai County, where she is
23 registered to vote.

24 17. Defendant Yavapai County is a political subdivision of the State of Arizona.
25 It has the power under state law to “[s]ue and be sued.” A.R.S. § 11-201(A)(1). Through
26 its Board of Supervisors and the County Recorder, it administers and conducts elections in

1 the County. *E.g.* A.R.S. §§ 11-251(3), 16-168, -168.01, -205, -407, 447(A), -449, -511, -
2 531, -536, -542, -543, -544, -550, -570, -602, -621, -642, -645.

3 18. Defendant Craig L. Brown is a member of the Maricopa County Board of
4 Supervisors and is also the Chairman of the Board. Defendants Donna G. Michaels, Harry
5 B. Oberg, James Gregory, and Mary Mallory are members of the Yavapai County Board
6 of Supervisors. All five members of the Board are sued in their official capacities. The
7 Board of Supervisors is charged by law with conducting elections within the county's
8 jurisdictional boundaries, including overseeing the operations of polling locations on
9 election day and canvassing the returns of elections in Yavapai County. *E.g.* A.R.S. §§ 11-
10 251(3), 16-447(A), -511, -531, -642, -645.

11 19. Defendant Michelle M. Burchill is the Yavapai County Recorder. She is sued
12 in her official capacity. The County Recorder is one of the principal elections officers of
13 Yavapai County and is responsible for overseeing and directing numerous components of
14 election administration within the county, including early voting procedures, such as the
15 use of early ballot drop boxes and signature verifying early ballot affidavits. *E.g.*, A.R.S.
16 §§ 16-542, -543, -544, -550, -602, -621.

17 20. Defendant Maricopa County is a political subdivision of the State of Arizona.
18 It has the power under state law to “[s]ue and be sued.” A.R.S. § 11-201(A)(1). Through
19 its Board of Supervisors and the County Recorder, it administers and conducts elections in
20 the County. *E.g.* A.R.S. §§ 11-251(3), 16-168, -168.01, -205, -407, 447(A), -449, -511, -
21 531, -536, -542, -543, -544, -550, -570, -602, -621, -642, -645.

22 21. Defendant Jack Sellers is a member of the Maricopa County Board of
23 Supervisors and is also the Chairman of the Board. Defendants Steve Gallardo, Thomas
24 Galvin, Clint Hickman, and Bill Gates are members of the Maricopa County Board of
25 Supervisors. All five members of the Board are sued in their official capacities. The Board
26 of Supervisors is charged by law with conducting elections within the county's

1 jurisdictional boundaries, including overseeing the operations of polling locations on
2 election day and canvassing the returns of elections in Maricopa County. *E.g.* A.R.S. §§
3 11-251(3), 16-447(A), -511, -531, -642, -645.

4 22. Defendant Stephen Richer is the Maricopa County Recorder. He is sued in
5 his official capacity. The County Recorder is one of the principal elections officers of
6 Yavapai County and is responsible for overseeing and directing numerous components of
7 election administration within the county, including early voting procedures, such as the
8 use of early ballot drop boxes and signature verifying early ballot affidavits. *E.g.*, A.R.S.
9 §§ 16-542, -543, -544, -550, -602, -621.

10 23. Defendant Coconino County is a political subdivision of the State of Arizona.
11 It has the power under state law to “[s]ue and be sued.” A.R.S. § 11-201(A)(1). Through
12 its Board of Supervisors and the County Recorder, it administers and conducts elections in
13 the County. *E.g.* A.R.S. §§ 11-251(3), 16-168, -168.01, -205, -407, -447(A), -449, -511, -
14 531, -536, -542, -543, -544, -550, -570, -602, -621, -642, -645.

15 24. Defendant Jeronimo Vasquez is a member of the Coconino County Board of
16 Supervisors and is also the Chairman of the Board. Defendants Patrice Horstman, Adam
17 Hess, Judy Begay, and Lena Fowler are members of the Coconino County Board of
18 Supervisors. All five members of the Board are sued in their official capacities. The Board
19 of Supervisors is charged by law with conducting elections within the county’s
20 jurisdictional boundaries, including overseeing the operations of polling locations on
21 election day and canvassing the returns of elections in Coconino County. *E.g.* A.R.S. §§
22 11-251(3), 16-447(A), -511, -531, -642, -645.

23 25. Defendant Patty Hansen is the Coconino County Recorder. She is sued in her
24 official capacity. The County Recorder is one of the principal elections officers of Yavapai
25 County and is responsible for overseeing and directing numerous components of election
26 administration within the county, including early voting procedures, such as the use of

1 early ballot drop boxes and signature verifying early ballot affidavits. *E.g.*, A.R.S. §§ 16-
2 542, -543, -544, -550, -602, -621.

3 **JURISDICTION**

4 26. The events and omissions giving rise to this action occurred in Yavapai,
5 Maricopa, and Coconino Counties, Arizona.

6 27. This Court has subject matter jurisdiction over the Plaintiffs' claims under
7 Article 6, sections 14 and 18 of the Arizona Constitution. The Court further has subject
8 matter jurisdiction and the authority to grant relief under A.R.S. §§ 12-123(B), -1801, -
9 1803, -1831, -2021, and Ariz. R. Special Actions ("RPSA") Rules 3 and 4.

10 28. Venue lies in Yavapai County pursuant to RPSA 4(b) and pursuant to A.R.S.
11 § 12-401.⁴

12 **GENERAL ALLEGATIONS**

13 29. The 2020 general election was a debacle. However, rather than learning from
14 their mistakes to improve the administration of the 2022 election, the Defendants Maricopa
15 County, the Maricopa County Board of Supervisors, and the Maricopa County Recorder
16 (the "Maricopa Defendants") doubled down on their errors and illegalities, specifically
17 failing to address the issues described below.

18 30. Further, notwithstanding the plain language of state and federal elections
19 laws, Defendants Coconino County, the Coconino County Board of Supervisors, and the
20 Coconino County Recorder (the "Coconino Defendants"), as well as Defendants Yavapai
21

22 ⁴ Most of the Plaintiffs in this action initially filed a similar action in Maricopa County,
23 Arizona, which those Plaintiffs, on February 22, 2024, voluntarily dismissed under Rule
24 41(a)(1)(A)(i) before an answer or motion for summary judgment had been filed. *Strong*
25 *Communities Foundation v. Maricopa County*, CV2024-002441, Notice of Dismissal
26 (Maricopa Cnty Sup. Ct. Feb. 22, 2024). Such notices of voluntary dismissal that are
submitted before an answer is filed are self-executing and automatic as of the time the
notice was filed. *E.g.*, *Vicari v. Lake Havasu City*, 222 Ariz. 218, 222–23 ¶ 17 (App. 2009)
(holding that case was automatically dismissed on the date the plaintiff filed notice of
dismissal, and not five days later when the court issued an order recognizing that
dismissal). The Maricopa County Superior Court, therefore, no longer has jurisdiction over
the Plaintiffs' prior action.

1 County, the Yavapai County Board of Supervisors, and the Yavapai County Recorder (the
2 “Yavapai Defendants”) do not, and do not plan to, follow the law in administering the 2024
3 election.

4 31. However, following Arizona’s election statutes is so critical that the
5 legislature made it a class 3 misdemeanor for a public officer to “knowingly fail[] or
6 refuse[] to perform [a duty imposed by Title 16] in the manner prescribed by law” (A.R.S.
7 16-1009) and a class 6 felony for an election official “charged with performance of any
8 duty under any law relating to elections” to “knowingly refuse[] to perform such duty, or
9 who, in his official capacity, knowingly acts in violation of any provision of such law”
10 (A.R.S. 16-1010).

11 **Chain of Custody Failures**

12 32. Arizona law requires that “[t]he county recorder or other officer in charge of
13 elections shall maintain records that record the chain of custody for all election equipment
14 and ballots during early voting through the completion of provisional voting tabulation.”
15 A.R.S. § 16-621(E).

16 33. The Elections Procedures Manual (EPM) further requires that the number of
17 ballots be counted and recorded on specified forms.

18 34. The Election Assistance Commission (EAC) is an independent federal
19 agency established by the Help America Vote Act (HAVA), PL 107–252, 116 Stat 1666
20 (Oct. 29, 2002). Part of the EAC’s mission is to establish “voluntary voting system
21 guidelines ... including ... methods to detect and prevent fraud.” 52 U.S.C.A. § 20961(e)(e).

22 35. Arizona’s elections statutes have incorporated HAVA’s requirements into
23 State law. A.R.S. § 16-442 (“Machines or devices used at any election for federal, state or
24 county offices may only be certified for use in this state and may only be used in this state
25 if they comply with the help America vote act of 2002.”)
26

1 36. The EAC explains that “[c]hain of Custody refers to the processes, or paper
2 trail, that documents the transfer of materials from one person (or place) to the next.”⁵

3 37. “Chain of custody is essential to a transparent and trustworthy election.... The
4 chain of custody of ballots, voting equipment, and associated data is essential to ensure the
5 election system remains trustworthy.”⁶

6 38. “The chain of custody of ballots, voting equipment, and associated data is
7 essential to ensure the election system remains trustworthy.... Once a chain of custody
8 process is initiated, it must be followed with every step documented.”⁷

9 39. “Mailed ballot accounting is an important element of a well-run election.
10 Reconciling the number of ballots mailed with the number of requests received and keeping
11 a daily accounting of the number of ballots received in person, from a drop box or in the
12 mail, provides a record of the number of ballots in the possession of an election official at
13 a given point in time.”⁸

14 40. The EAC has clearly explained that:

15 It is a best practice to have a log with space for multiple entries to record when seals
16 are broken and replaced on sealed storage containers of mail ballots, with the date,
17 time, detailed reason why it was accessed and signed by no less than two people to
18 provide evidence each time mail ballot containers are accessed. The chain of
19 custody documents for mailed ballots should include at least the following:

- 20 • The name and date of the election
21 • Who was involved in the decision or completed a process
22 • **Documentation of the number of ballots collected, delivered, or counted**

23
24

⁵ EAC, *Best Practices: Chain of Custody* at 2, (Jul. 13, 2021), <http://tinyurl.com/57wax8nx>.

25 ⁶ *Id.*

26 ⁷ *Id.*

⁸ *Id.* at 11.

- The date and time a process occurred
- Name and signatures of witnesses who are attesting to the event⁹

41. During the 2022 general election, the Maricopa Defendants failed to keep proper chain of custody records for ballots as Arizona law requires.

42. Rather than counting the exact number of early ballots received on election day as they were received and/or transported, the Maricopa Defendants relied on estimates.

43. For example, the Maricopa Defendants transported early ballots received on election day to the Maricopa County Tabulation and Election Center (MCTEC), loaded them onto trays, and then, rather than count them, the Defendants estimated the number of ballots based on the number of trays.

44. As the Court of Appeals has explained, the Maricopa Defendants’ process is to “open the ballot transport containers, sort the ballot packets by type into mail trays, place those trays into secure cages, and **estimate** the number of early ballot packets based on the number of trays.” *Lake v. Hobbs*, 254 Ariz. 570, 576 ¶ 22 (App. 2023), *review granted in part, decision vacated in part*, No. CV-23-0046-PR, 2023 WL 7289352 (Ariz. Mar. 22, 2023) (emphasis added).

45. From MCTEC, the Maricopa Defendants transported the ballots to Runbeck Election Services (“Runbeck”), where they were then counted and scanned for signature verification.

46. In the gubernatorial race in 2022, the “estimate” of ballots at MCTEC was 263,379 ballots, but Runbeck later reported that it scanned 298,942 early ballots for signature verification, leading to a discrepancy of over 25,000 votes, which was higher than the margin of victory for many races.

47. The very existence of this 25,000-ballot discrepancy between the initial estimates and the final ballot totals proves that the Maricopa Defendants’ current practice

⁹ *Id.* (emphasis added)

1 of estimating ballot totals is unlawful. As the EAC has explained, the whole point of the
2 chain of custody requirement is to ensure “a transparent and trustworthy election.”¹⁰ The
3 plain language of A.R.S. § 16-621(E) makes it abundantly clear that the legislature imposed
4 the chain of custody requirement to do just that: to increase the transparency and
5 trustworthiness of our elections. A 25,000-ballot discrepancy does the exact *opposite*. It
6 decreases transparency and decreases public confidence in elections.

7 **Reconciliation Failures**

8 48. Arizona law requires that “[a]fter the close of the polls and after compliance
9 with § 16-602 the members of the election board shall prepare a report in duplicate of the
10 number of voters who have voted, as indicated on the poll list, and place this report in the
11 ballot box or metal container, in which the voted ballots have been placed, which thereupon
12 shall be sealed with a numbered seal and delivered promptly by two members of the
13 election board of different political parties to the central counting place or other receiving
14 station designated by the board of supervisors or officer in charge of elections.” A.R.S. §
15 16-608(A).

16 49. Section 16-602 provides, “For any primary, special or general election in
17 which the votes are cast on an electronic voting machine or tabulator, the election judge
18 shall compare the number of votes cast as indicated on the machine or tabulator with the
19 number of votes cast as indicated on the poll list and the number of provisional ballots cast
20 and that information shall be noted in a written report prepared and submitted to the officer
21 in charge of elections along with other tally reports.” A.R.S. § 16-602(A).

22 50. The procedures outline in A.R.S. § 16-602(A) and –608(A) are colloquially
23 known as “reconciliation procedures.”

24 51. According to the EAC, “[b]allot reconciliation is the method in which
25 election officials keep track of each ballot that has been printed or issued to a voter.
26

¹⁰ *Id.*

1 Tracking the number of ballots printed, used, and unused during an election cycle **ensures**
2 **that election officials have accounted for every ballot created.** When results are
3 certified, election officials can be confident that the results include every valid ballot
4 cast.”¹¹

5 52. The importance of reconciliation procedures for avoiding tabulation errors
6 and deterring election fraud is obvious. If the numbers of ballots cast and voters checked
7 in are not tracked and reconciled, it is easy for mistakes to happen or for fraud to be
8 perpetrated.

9 53. Astoundingly, notwithstanding the Maricopa Defendants’ legal obligations
10 to follow the State’s mandated reconciliation procedures, and notwithstanding the
11 importance of those procedures for avoiding mistake and fraud, the Maricopa Defendants
12 do not perform any of the required reconciliation procedures *at all*.

13 54. Rather, the Maricopa Defendants have invented their own extra-statutory
14 reconciliation procedure that is conducted in an opaque fashion at MCTEC, rather than at
15 voting locations as required by statute.

16 55. In a letter to the Arizona Attorney General’s Office (and which Maricopa
17 County posted publicly), counsel for Maricopa County confirmed that the county does not
18 conduct reconciliation at polling locations and claimed to conduct its own reconciliation at
19 MCTEC. Exhibit A (also available at <http://tinyurl.com/yc7pa4bv>).

20 56. Upon information and belief, the Maricopa Defendants do not allow poll
21 workers even to have access to information about the number of checked-in voters and
22 actively instruct poll workers *not* to complete the required reconciliation reports.

23 **Failure of Voting Center Printers**

24 57. Precinct voting is the historical norm in Arizona and is still the model used
25 by almost all counties. In 2011, the legislature amended A.R.S. § 16-411 to authorize

26 ¹¹ EAC, *Ballot Reconciliation: Election Day* at 1, (Nov. 30, 2021),
<http://tinyurl.com/eb9k4fu4> (emphasis added).

1 counties to abandon precinct voting in favor of countywide voting centers, but it required
2 that each “voting center shall allow *any* voter in that county to receive the *appropriate*
3 ballot for that voter on election day after presenting identification as prescribed in § 16-
4 579 and to lawfully cast the ballot.” A.R.S § 16-411(B)(4) (emphasis added).

5 58. Maricopa County has transitioned to the sole use of voting centers for
6 election-day voting but has failed to comply with the conditions for their use that are
7 established in A.R.S § 16-411(B)(4).

8 59. Yavapai County also uses voting centers and has also failed to comply with
9 the statutory conditions for their use.

10 60. During the general election of 2022, a majority of voting centers in Maricopa
11 County suffered from “issues” with their “ballot-on-demand printers.... result[ing] from
12 mechanical malfunctions.” *Lake v. Hobbs*, 254 Ariz. 570, 575 ¶ 14 (App. 2023), *vacated*
13 *in part on other grounds*, No. CV-23-0046-PR, 2023 WL 7289352 (Ariz. Mar. 22, 2023).

14 61. At least one voting center in Yavapai County also suffered from printer
15 malfunctions that caused long lines.

16 62. For example, an internal email from the Arizona Secretary of State’s Office
17 (which was obtained through a public records request) notes that printer malfunctions at
18 the Yavapai County voting center at the First Southern Baptist Church, 1524 N. State Route
19 89, Chino Valley, AZ 86323, caused long lines leading to a 45-minute wait for voters.
20 Exhibit B.

21 63. In Maricopa County, among other things, printer malfunctions included
22 printing 19-inch ballot images on 20-inch paper, making them unreadable to tabulator
23 machines. Additionally, printers were incorrectly set to print ballots using an ink-saving
24 “eco” function that led to speckled or faded printing that also made ballots unreadable by
25 tabulator machines.
26

1 64. These printer malfunctions led to the “frustration and anger of voters who
2 had to wait in longer lines due to these failures.” *Lake*, CV 2022-095403, Under
3 Advisement Ruling at 4.

4 65. Because of these failures, some voters could not vote and were
5 disenfranchised.

6 66. Because of these failures, some voters did not receive an “appropriate” ballot
7 that could be read by tabulator machines.

8 67. Maricopa and Yavapai Counties’ use of voting centers serves little rational
9 purpose and confers virtually no benefit because nearly all voters still vote at the voting
10 center closest to their residence, similar to how they used to vote under precinct voting.

11 **Racially Discriminatory Location of Voting Centers**

12 68. Voters in Maricopa County who reside in dense urban areas are more likely
13 to vote early by mail than in person on election day. However, the Maricopa Defendants
14 have concentrated voting centers disproportionately in urban areas where they are less
15 likely to be used.

16 69. The vast majority of 2020 and 2022 election-day voters whose residence was
17 located more than two miles from a voting center (“Long Distance Voters”) lived in census
18 blocks that were majority White or Native American.

19 70. The Maricopa Defendants’ choice of location for voting centers has a
20 discriminatory effect and/or disparate impact on White and Native American voters that
21 makes it harder for them to vote.

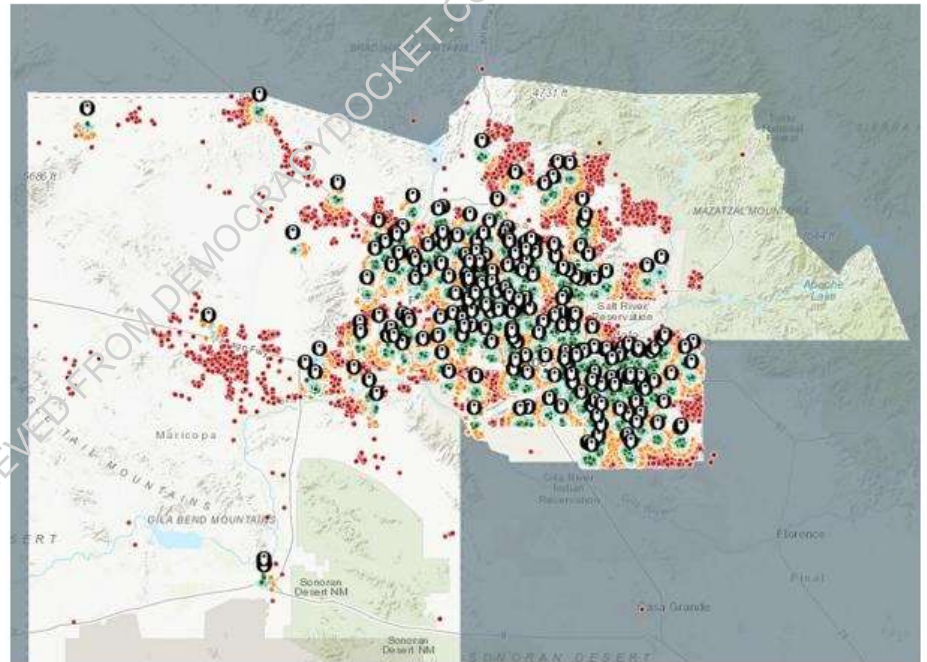
22 71. The unequal distribution of the Maricopa Defendants’ site locations for
23 voting centers is not a result of a lack of facilities. In the areas in which Long Distance
24 Voters are concentrated, there are a number of available facilities whose owners or
25 managers are willing to allow for their use as voting centers. These facilities include public
26 buildings, schools, community centers, and churches.

1 72. In sum, the location of voting centers in Maricopa County unlawfully makes
2 it easier for Hispanics and Blacks to vote and more difficult for Whites and Native
3 Americans.

4 The racially discriminatory location of voting centers affects a significant
5 proportion of election-day voters. Over fourteen percent of voters for the 2022 general
6 election were Long Distance Voters.

7 73. The following map demonstrates the extent of the problem. The red dots
8 show all the voters who voted on election day and whose residence was more than two
9 miles from the nearest voting center:

10
11
12
13
14 Red: 2+ miles
15 from nearest
16 vote center



Unlawful Use of Software for Signature Verification

22
23 74. Arizona law requires that “the *county recorder or other officer* in charge of
24 elections shall compare the signatures [on early ballots] with the signature of the elector on
25 the elector’s registration record.” A.R.S. § 16-550(A) (emphasis added).

1 75. In other words, human beings—and only human beings—may perform
2 signature verification. The statute does not allow signature verification to be performed
3 with the input or advice of software, which may bias the signature verifier’s judgment.

4 76. On or around June 1, 2020, the Maricopa Defendants contracted with
5 Runbeck to use Runbeck’s Verus Pro “Automated Signature Verification” software
6 application for up to four (4) million signatures per year.

7 77. In an internal email dated March 3, 2020 (and which was obtained through a
8 public records request), Maricopa County Elections Director Ray Valenzuela referred to
9 the use of Verus Pro software as “the AI signature process” and the “AI process.” Exhibit
10 C.

11 78. The Verus Pro software assigns a confidence score to signatures between 0
12 and 100, with a higher number indicating a better match.

13 79. Upon information and belief, a Score of “0” in Verus Pro means that nothing
14 about the signatures has been detected as a match. A score of “100” means that the
15 signatures are identical.

16 80. In the 2020 election, the Maricopa Defendants used Verus Pro to compare
17 signatures from ballot envelopes with the voter’s registration file, and the county
18 configured the software to mark any signature with a score of 10 or higher as a match.

19 81. Upon information and belief, the Maricopa Defendants used the confidence
20 scores from Verus Pro to segregate ballot envelope signatures into separate low- and high-
21 confidence batches, and then signature verifiers were told whether they were reviewing a
22 high- or low-confidence batch.

23 82. Upon information and belief, providing this information to signature verifiers
24 biased their evaluations and gave them a false sense of certainty, causing them to rely on
25 the judgment of the software rather than on their own.

26

1 83. The Maricopa Defendants’ use of software to bias the judgment of signature
2 verifiers is particularly pernicious because they set the threshold for a “high confidence”
3 match so abysmally low.

4 84. Signature matching software is not sophisticated enough yet to perform
5 reliable signature matching, and banks universally do *not* use software to match signatures
6 on important documents such as checks, deeds, and contracts.

7 85. Ballots are at least as important as checks, deeds, and contracts. Therefore, it
8 is unreasonable for the Maricopa Defendants to use signature comparison software judged
9 in the private sector to be unreliable.

10 86. Maricopa County did not establish any written policies about how the Verus
11 Pro software was to be used, but internal emails from the 2020 election make it clear that
12 Maricopa County and Runbeck employees viewed this new process as at least a partial
13 substitute for manual signature verification.

14 87. It appears Maricopa County began testing the new system during the 2020
15 primary election. During that time, one Maricopa County employee explained the
16 following in an email that was obtained through a public records request: “We provided
17 10001.tif, Runbeck created 10001_Document_Alpha.tif and *that is what they use to do the*
18 *actual signature verification.*” Exhibit D (emphasis added). The Director of Elections
19 commented that “[a]s for the Primary, we still have to look at 100% of the signatures so
20 not a major issue,” implying that Maricopa County would not have to look at 100% of
21 signatures once the process was implemented for the general election. Exhibit E.

22 88. The Maricopa Defendants had many problems getting Verus Pro to work.

23 89. At one point when the system failed, a Runbeck employee wrote in an email
24 dated July 27, 2020, that “I’ve stopped Verus Pro from automatically verifying new
25 signatures, and am researching the cause of the failure now[.]” Exhibit F. And the same
26

1 Runbeck employee later informed Maricopa County that “[t]he incoming signatures from
2 this morning are finished verifying[.]” Exhibit G.

3 90. On October 9, 2020, Maricopa County elections director Ray Valenzuela
4 complained about the difficulties of the software by writing in an email: “Excuse my
5 French but this shit show needs to be improved on post haste from [Runbeck] side.” Exhibit
6 H.

7 91. Notwithstanding these problems, the Maricopa Defendants used Verus Pro
8 in the signature verification process for the 2020 general election.

9 92. Maricopa County Recorder Stephen Richer has publicly claimed that
10 Maricopa County did not use Verus Pro during the 2022 elections.

11 93. However, the Defendants renewed their contract with Runbeck to retain
12 continued access to the software during the 2024 elections, including its signature
13 verification features. Exhibit I at 27-29 and 50-51.¹²

14 94. Maricopa County maintains a public copy of the contract at its contracts
15 portal website at <https://www.maricopa.gov/3916/County-Contracts>. The following URL
16 redirects to the actual contract, which is hosted at a Maricopa.gov domain:
17 <http://tinyurl.com/y5mm3d5h>.

18 95. The version of the contract that is currently in force expires on January 31,
19 2026. *Id.* at 1.

20 96. Amendment #1 to the contract states that “Maricopa County purchased
21 Runbeck’s Verus Pro application (“Software”) effective July 1, 2020 until June 30, 2021
22 for \$159,642 and from July 1, 2021 until June 30, 2022 for \$60,000 to verify if inbound
23 mail packet signatures match the voter’s reference signature. Inbound signatures are
24 assigned a score based on the verification; signatures with a score of 10 or higher are routed
25

26 ¹² The original version of the contract has no page numbers. For ease of reference and citation, the Plaintiffs added page numbers to the version of the attached as Exhibit I.

1 to a high-confidence manual signature verification queue, and signatures with a lower score
2 are routed to a low-confidence signature verification queue.” *Id.* at 27 and 50.

3 97. The contract lists the following fees to be paid for Maricopa County’s use of
4 the Verus Pro software: \$103,500 for July 1, 2022 to June 30, 2023; \$34,500 July 1, 2023
5 to October 31, 2023; \$103,500 for November 1, 2023 to October 31, 2024; \$103,500 for
6 November 1, 2024 to October 31, 2025; and \$25,875 for November 1, 2025 to January 30,
7 2026. *Id.* at 28 and 51.

8 98. The Maricopa Defendants, therefore, still retain the technical capability to
9 use software to do signature comparisons and verification, and no known written county
10 policy, rule, or procedure would prevent it.

11 99. The Maricopa Defendants’ renewal of their Verus Pro contract until 2026
12 indicates that they intend to use it during the 2024 general election.

13 **Failure to Signature Verify Ballot Affidavits**

14 100. Arizona law requires that “on receipt of the envelope containing the early
15 ballot, the county recorder or other officer in charge of elections *shall compare* the
16 signatures [on early ballots] with the signature of the elector on the elector’s registration
17 record.” A.R.S. § 16-550(A) (emphasis added).

18 101. Arizona law also requires that “[i]f the signature is inconsistent with the
19 elector’s signature on the elector’s registration record, the county recorder or other officer
20 in charge of elections *shall* make reasonable efforts to contact the voter, advise the voter
21 of the inconsistent signature and allow the voter to correct or the county to confirm the
22 inconsistent signature.” A.R.S. § 16-550(A) (emphasis added).

23 102. Arizona law specifically provides that only where an affidavit envelope “is
24 found to be sufficient, the vote shall be allowed,” but where an “affidavit is insufficient,
25 the vote shall not be allowed.” A.R.S. § 16-552(B).

26

1 103. The term “sufficient” is not defined in A.R.S. § 16-552. When “a word is not
2 defined in any statute, [Arizona courts] generally refer to a widely used dictionary to
3 determine its meaning.” *State v. Jernigan*, 221 Ariz. 17, 19 ¶ 9 (App. 2009).

4 104. The Oxford English Dictionary (“OED”) defines “sufficient” as meaning
5 “[o]f a quantity, extent, or scope adequate to a certain purpose or object.” *Sufficient*, Oxford
6 English Dictionary (Sept. 2023).

7 105. In other words, Arizona law expressly forbids ballots from being counted
8 where a ballot affidavit contains an inconsistent signature that has not been found to be
9 “sufficient” (*i.e.* “adequate”). To determine if an inconsistent signature is sufficient, a voter
10 must be contacted to correct, or the county must confirm, the inconsistent signature.

11 106. County officials have a non-discretionary duty to signature verify every
12 envelope affidavit containing an early ballot and, “where inconsistent with the elector’s
13 signature on the elector’s registration record,” contact the voter to resolve any
14 inconsistencies.

15 107. County officials have a non-discretionary duty only to count ballots for
16 which the affidavit envelope is found sufficient.

17 *Voter-Assisted Ballot Affidavits*

18 108. On information and belief, when a ballot affidavit envelope contains the
19 signature of a voter assistant, the Defendants:

- 20 a. Deem valid any signature or mark contained on the ballot affidavit, whether
21 consistent or inconsistent with the signature or mark on file;
- 22 b. Fail to contact the voter, as required by law, to allow the voter to correct, or the
23 county to confirm, an inconsistent signature or mark; and
- 24 c. Make no attempt to either confirm the voter requested voter assistance or even
25 confirm the accuracy and authenticity of the voter assistant information provided,
26 including failing to verify the signature of the assistant.

1 Early Vote Center Ballot Affidavits

2 109. According to the sworn testimony of Maricopa County Elections Director
3 Ray Valenzuela in *Lake v. Hobbs*, case no. CV2022-095403, early in-person ballot
4 affidavits “are not cured” by the Maricopa Defendants because “those individuals, as is
5 required for in-person voting, provide proof of identity” therefore, Valenzuela claims, the
6 Maricopa Defendants “cannot challenge that proof of identity through the signature[.]”
7 Exhibit J, Reporter’s Transcript of Proceedings (Trial May 17, 2023 – PM) at 100:10-24.

8 110. Valenzuela also testified, however, that the early vote center ballot affidavits
9 go through a different signature verification process because “as outlined” by law, the
10 signature verification requirements are “an antiquated part in the process and statute[.]”
11 notwithstanding his earlier claim that Maricopa Defendants “cannot challenge” ballot
12 affidavits from early vote centers. *Id.* 101:9-10.

13 111. As outlined above, in 2022, and today, there is no law that is currently
14 effective that allows ballots from early vote centers to bypass signature verification.

15 112. Valenzuela also testified that during the 2022 November General Election,
16 “44,799 individuals were in-person counter votes that came in and showed ID” and that
17 because of that, the Maricopa Defendants “don’t signature verify” those ballot affidavits.
18 Exhibit K, Reporter’s Transcript of Proceedings (Trial May 19, 2023 - AM) at 18:6-8.

19 113. Valenzuela testified that the ballot affidavits from what he described as “in-
20 person counter votes,” completely bypass signature verification, and are “actually
21 submitted as good signature (sic) through a system process.” *Id.* at 19:6-7.

22 114. On information and belief, the Maricopa Defendants intend to continue
23 allowing “in-person counter votes” to be “submitted as [a] good signature through a system
24 process” in violation of Arizona law.

Unauthorized Cancellations of Voter Registration

1
2 115. Since 2020, the Defendants have been wrongfully canceling the voter
3 registrations of hundreds, and possibly thousands, of Maricopa, Yavapai, and Coconino
4 County residents, whose registrations have been erroneously switched to other counties in
5 the State. This has been happening without those voters' knowledge or consent, even
6 though these voters had not actually moved out of their county and are still qualified
7 electors in the county.

8 116. The Defendants automatically cancel voter registrations without voter
9 consent or input, based solely on the Defendants' inference derived from information
10 generated from the third-party Arizona Department of Transportation Service Arizona
11 system.

12 117. Even worse, the Defendants do not bother to notify these voters about the
13 cancellation of their registrations, thus making it impossible for the canceled voters to
14 rectify the mistake.

15 118. The Maricopa Defendants have already admitted in a separate proceeding to
16 this conduct—that since 2020, they have been canceling voters' registration without
17 sending them notification. *Hamadeh v. Mayes*, Case No. 1 CA-CV 23-0583, Answering
18 Brief of the Maricopa County Defendants (Ariz. Ct. App. Nov. 6, 2023).

19 119. Upon information and belief, the Defendants were aware *before* the 2022
20 general election that these voter registration procedures were causing some voters to be
21 systematically disenfranchised.

22 120. On election day for the 2022 general election, hundreds, and possibly
23 thousands, of voters appeared at voting locations in Maricopa, Yavapai, and Coconino
24 County to vote and were told that they were no longer registered to vote in that county,
25 even though they had not moved away, had not knowingly requested that their registration
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1 be canceled or transferred, had not consented to the cancellation of their registration, and
2 had never been informed of the cancellation of their registration.

3 121. These voters were forced to cast provisional ballots, which the Defendants
4 never counted.

5 122. The Defendants' actions unlawfully disenfranchised these voters.

6 123. The number of voters disenfranchised during the 2022 general election by
7 the Defendants' unlawful cancellations was larger than the margin of victory in some races,
8 including the attorney general race. If these voters' provisional ballots had been counted,
9 it would likely have changed the results of some races.

10 124. Regardless of whether the Defendants knew of this systemic
11 disenfranchisement of voters before the 2022 general election, they are now fully aware of
12 this problem yet have taken no action to remedy it.

13 **Unlawful Curing Procedures**

14 125. If a signature on an early ballot appears inconsistent with the voter's
15 signature on file, Arizona law requires the Defendants to "make reasonable efforts to
16 contact the voter" and allow the voter to cure the error. A.R.S. § 16-550(A)

17 126. Ballot envelopes have a space for voters to fill in their phone number "[i]f
18 signature is questioned."

19 127. The Maricopa Defendants' current curing procedure is to call the phone
20 number on the envelope without verifying if that number matches the voter's registration
21 file.

22 128. When someone answers the call, no attempt is made to authenticate the
23 voter's identity beyond asking for verbal confirmation.

24 129. If the Maricopa Defendants are able to contact someone who claims to be the
25 voter, the person is asked if his or her signature is correct. However, the Maricopa
26

1 Defendants merely ask for verbal confirmation over the phone without actually showing
2 the alleged signature to the purported voter.

3 130. Coconino County also cures apparent signature mismatches through phone
4 calls. The county maintains election curing “staff on hand to call voters and notify them of
5 signature mismatch issues for five days after an election.” *Arizona Democratic Party v.*
6 *Hobbs*, 18 F.4th 1179, 1201 (9th Cir. 2021) (Tashim, J., dissenting) (quoting declaration
7 from Defendant Patty Hansen, Coconino County Recorder).

8 131. Upon information and belief, Coconino County’s curing procedures rely on
9 the phone number written on the ballot envelope, do not require reliable authentication of
10 a voter’s identity, and do not require a voter to view an image of the signature on the ballot
11 envelope.

12 132. Yavapai County’s elections website only lists the following about its curing
13 procedures: “If your signature doesn’t match, you will be contacted.”¹³

14 133. Upon information and belief, Yavapai County’s curing procedures rely on
15 the phone number written on the ballot envelope, do not require reliable authentication of
16 a voter’s identity, and do not require a voter to view an image of the signature on the ballot
17 envelope.

18 **Unstaffed Drop Boxes**

19 134. Maricopa County, Yavapai County, and Coconino County maintain
20 unstaffed ballot boxes where anyone may deposit early ballot envelopes.

21 135. It is a class 6 felony to “knowingly collect[] voted or unvoted early ballots
22 from another person,” unless the other person is a “family member, household member or
23 caregiver of the voter.” A.R.S. § 16-1005(H)-(I). Unlawfully collecting early ballots in this
24 manner is colloquially known as “ballot harvesting.”

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¹³ YAVAPAI COUNTY, *Vote By Mail: 2024 Elections*, (2024), <https://tinyurl.com/kj6djs38>.

1 136. It is a class 5 felony to establish a “a ballot drop off site” unless it is “staffed
2 by election officials.” A.R.S. § 16-1005.

3 137. The requirement that ballot drop boxes be “staffed” is to deter illegal ballot
4 harvesting.

5 138. The term “staffed” is not defined in A.R.S. § 16-1005. The OED defines
6 “staffed” as meaning “[t]o provide (a business, organization, household, etc.) *with staff*.”
7 *Staffed*, Oxford English Dictionary (Jul. 2023) (emphasis added).

8 139. The word “staffed” is best understood in terms of the meaning of its opposite:
9 “unstaffed.” The OED defines unstaffed as “[n]ot provided with staff; *unmanned*.”
10 *Unstaffed*, Oxford English Dictionary (Jul. 2023).

11 140. Thus, whenever “elections officials” are not present, a drop box is not
12 “staffed,” and providing such a drop box is a class 5 felony.

13 141. Accordingly, the Defendants’ providing of unstaffed drop boxes is unlawful.
14 Indeed, doing so is a crime.

15 142. The Defendants’ unlawful failure to staff their drop boxes creates a
16 significant and unreasonable risk that the boxes may be used to facilitate illegal ballot
17 harvesting or other fraud.

18 143. The Defendants are knowingly violating the law. In fact, Defendant Patty
19 Hansen, who is the Coconino County Recorder, reported that Coconino County “will
20 continue to use unstaffed drop boxes,” notwithstanding the plain language of the law.¹⁴
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¹⁴ Jen Fifield, *Are unstaffed ballot drop boxes allowed in Arizona? Final rulebook offers little clarity*, VOTEBEAT ARIZONA, (Jan. 8, 2024), <http://tinyurl.com/42tett5n>

1 144. Indeed, Maricopa County¹⁵, Yavapai County¹⁶, and Coconino County¹⁷ all
2 list one or more unstaffed drop box locations that are currently in use.

3 145. Furthermore, Yavapai County lists on its voter information website “specific
4 measures taken to ensure the security of the drop boxes,” but none of those listed measures
5 include fulfilling the statutory requirement that the drop boxes be staffed.¹⁸

6
7 **COUNT I**
8 **Chain of Custody**
9 **as to the Maricopa Defendants**
10 **A.R.S. § 16-621(E)**

11 146. The Plaintiffs incorporate by reference the preceding allegations as if fully
12 set forth herein.

13 147. Arizona law requires that “The county recorder or other officer in charge of
14 elections shall maintain records that record the chain of custody for all election equipment
15 and ballots during early voting through the completion of provisional voting tabulation.”
16 A.R.S. § 16-621(E).

17 148. The EPM further requires that the ballots be counted and recorded on
18 specified forms.

19 149. Rather than counting the number of ballots at each stage where the chain of
20 custody records are required, Maricopa County relies on estimates.

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22
23 ¹⁵ MARICOPA COUNTY, *Where to Vote: Voting Locations & Drop Boxes*, (accessed on Feb.
24 22, 2024), <https://tinyurl.com/36943tce>.

25 ¹⁶ YAVAPAI COUNTY, *Drop Box Locations*, (accessed on Feb. 22, 2024),
26 <https://tinyurl.com/mpz5mmx5>.

¹⁷ COCONINO COUNTY, *Coconino County Ballot Drop Box Locations*, (accessed on Feb.
22, 2024), <https://tinyurl.com/mpvk2t9k>.

¹⁸ YAVAPAI COUNTY, *FAQs*, (accessed on Feb. 22, 2024), <https://tinyurl.com/2a828tjc>.

1 150. During the 2022 general election, Maricopa County’s chain of custody
2 failures resulted in a discrepancy of over 25,000 votes, which was larger than the margin
3 of victory in many 2022 statewide races, including the governor’s race.

4 151. Estimating is different from counting.

5 152. Relying on estimates of ballot numbers violates the statutory requirement to
6 maintain chain of custody.

7 153. Any chain of custody procedure that results in a discrepancy of 25,000 ballots
8 violates the plain language of A.R.S. § 16-621(E), which requires the Defendants to
9 “maintain records that record the chain of custody for *all* election ... ballots during early
10 voting through the completion of provisional voting tabulation.” (emphasis added). A chain
11 of custody procedure that fails to account for 25,000 ballots has not recorded the chain of
12 custody for “*all*” ballots.

13 154. Maricopa County unlawfully failed to maintain proper chain of custody, as
14 required by Arizona statutes, the EPM, and EAC guidelines.

15 155. Maricopa County has taken no action to rectify its prior unlawful conduct. It
16 has not corrected its unlawful chain of custody practices and procedures.

17 156. The Maricopa Defendants’ unlawful chain of custody procedures will
18 continue to be applied during the 2024 general election absent judicial intervention.

19 **COUNT II**
20 **Reconciliation Procedures**
21 **as to the Maricopa Defendants**
22 **A.R.S. §§ 16-602(A) and -608(A)**

23 157. The Plaintiffs incorporate by reference the preceding allegations as if fully
24 set forth herein.

25 158. Arizona law requires that the Maricopa Defendants follow the reconciliation
26 procedures outlined in A.R.S. § 16-602(A) and -608(A).

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COUNT IV
Voting Center Printer Failures—Failure to Provide an “Appropriate Ballot”
as to the Maricopa Defendants
A.R.S § 16-411(B)(4)

166. The Plaintiffs incorporate by reference the preceding allegations as if fully set forth herein.

167. Voters at voting centers must receive an “appropriate ballot.” A.R.S § 16-411(B)(4).

168. The 2022 general election printer failures in Maricopa led to the widespread misprinting of ballots that were unreadable by tabulators.

169. A misprinted and/or mis-sized ballot that cannot be read by tabulators is not an “appropriate ballot” as required by law.

170. The Maricopa Defendants have failed to take adequate measures to avoid the same problem happening again. These same problems are thus likely to recur in the 2024 General Election.

COUNT V
Racially Discriminatory Location of Voting Centers
as to the Maricopa Defendants
Ariz. Const. art. II, § 21

171. The Plaintiffs incorporate by reference the preceding allegations as if fully set forth herein.

172. The Constitution of Arizona requires that “[a]ll elections shall be free and equal.” Ariz. Const. art. II, § 21.

173. Voting centers in Maricopa County are distributed in a racially discriminatory way, such that Long Distance Voters are disproportionately White and Native American.

174. Maricopa County’s racially discriminatory distribution of voting centers violates the Arizona Constitution’s “free and equal” requirement.

1 175. The Maricopa Defendants have failed to correct the racially discriminatory
2 distribution of their voting centers.

3 176. The same racial discrimination will continue in the 2024 general election
4 absent judicial intervention.

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6 **COUNT VI**
7 **Racially Discriminatory Location of Voting Centers**
8 **as to the Maricopa Defendants**
9 **Ariz. Const. art. XX, Par. 7.; A.R.S § 16-411(B)(4)**

10 177. The Plaintiffs incorporate by reference the preceding allegations as if fully
11 set forth herein.

12 178. The Constitution of Arizona requires that “[t]he state shall never enact any
13 law restricting or abridging the right of suffrage on account of race, color, or previous
14 condition of servitude.” Ariz. Const. art. XX, Par. 7.

15 179. As applied by Maricopa County, A.R.S § 16-411(B)(4) is unconstitutional
16 because it has restricted or abridged the right of suffrage of White and Native American
17 voters.

18 180. The Maricopa Defendants have failed to correct the racially discriminatory
19 distribution of its voting centers.

20 181. The same racial discrimination will continue in the 2024 general election
21 absent judicial intervention.

22 **COUNT VII**
23 **Unlawful Use of Software in Signature Verification**
24 **as to the Maricopa Defendants**
25 **A.R.S. § 16-550(A)**

26 182. The Plaintiffs incorporate by reference the preceding allegations as if fully
set forth herein.

 183. Arizona law requires that “on receipt of the envelope containing the early
ballot and the ballot affidavit, the county recorder or other officer in charge of elections

1 shall compare the signatures thereon with the signature of the elector on the elector’s
2 registration record.” A.R.S. § 16-550(A).

3 184. Using software to sort signatures into low- and high-confidence batches
4 unlawfully biases the judgment of the persons performing signature review.

5 185. Furthermore, providing other information from Verus Pro to signature
6 reviewers, such as the confidence score, also biases the human judgment of the reviewers.

7 186. Any use of signature verification software necessarily biases and alters the
8 human judgment of signature reviewers.

9 187. And even if Verus Pro did not bias signature verifiers, its use is still unlawful
10 because A.R.S. § 16-550(A) only allows the judgment and discernment of human beings
11 to be involved in the signature verification process.

12 188. The Maricopa Defendants’ use of Verus Pro for any purpose violates A.R.S.
13 § 16-550(A).

14 189. The Maricopa Defendants have renewed their contract for the use of Verus
15 Pro during the 2024 general election and have therefore demonstrated their intent to use
16 the software for the 2024 general election.

17 190. Absent judicial intervention, the Maricopa Defendants’ unlawful use of
18 Verus Pro in the signature verification process will continue in the 2024 general election.

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20 **COUNT VIII**
21 **Unlawful Signature Verification Procedures**
22 **as to all the Defendants**
23 **A.R.S. §§ 16-550(A) and 16-552(B)**

24 191. The Plaintiffs incorporate by reference the preceding allegations as if fully
25 set forth herein.

26 192. When the county receives “the envelope containing the early ballot, the
county recorder or other officer in charge of elections *shall compare* the signatures [on the

1 early ballot] with the signature of the elector on the elector’s registration record.” A.R.S. §
2 16-550(A).

3 193. When the signature on an early ballot envelope “is inconsistent with the
4 elector’s signature on the elector’s registration record,” then the Defendants “shall make
5 reasonable efforts to contact the voter, advise the voter of the inconsistent signature and
6 allow the voter to correct or the county to confirm the inconsistent signature.” A.R.S. § 16-
7 550(A).
8

9 194. The Defendants’ practice of deeming valid any signature or mark contained
10 on the ballot affidavit, whether consistent or inconsistent with the signature or mark on the
11 registration record, any time a voter assistant is listed on the ballot affidavit envelope,
12 without contacting the voter “to correct ... the inconsistent signature” or mark does not
13 comply with Arizona law.
14

15 195. The voter’s signature on an early ballot envelope is the only method for
16 authenticating a voter’s identity. When there is an apparent signature inconsistency, a
17 voter’s identity is in doubt.
18

19 196. No provision of Arizona law allows the Defendants to deem a signature valid
20 where the signature or mark is inconsistent with the signature or mark on the voter
21 registration record, even where a voter assistant is listed.
22

23 197. The Defendants must make reasonable efforts to contact the voter and initiate
24 lawful curing procedures.
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1 198. The Defendants’ unlawful signature verification procedures for voter-
2 assisted ballots will remain in place and will be applied during the 2024 general election
3 absent judicial intervention.
4

5 **COUNT IX**
6 **Unlawful Signature Verification Procedures**
7 **as to the Maricopa Defendants**
8 **A.R.S. §§ 16-550(A) and 16-552(B)**

9 199. The Plaintiffs incorporate by reference the preceding allegations as if fully
10 set forth herein.

11 200. When the county receives “the envelope containing the early ballot, the
12 county recorder or other officer in charge of elections *shall compare* the signatures [on the
13 early ballot] with the signature of the elector on the elector’s registration record.” A.R.S. §
14 16-550(A).

15 201. When the signature on an early ballot envelope “is inconsistent with the
16 elector’s signature on the elector’s registration record,” then the Defendants “shall make
17 reasonable efforts to contact the voter, advise the voter of the inconsistent signature and
18 allow the voter to correct or the county to confirm the inconsistent signature.” A.R.S. § 16-
19 550(A).
20

21 202. The Maricopa Defendants’ practice of deeming valid all ballot affidavits
22 submitted at early vote centers, whether the signature is consistent or inconsistent with the
23 signature on the registration record, without contacting the voter “to correct ... the
24 inconsistent signature” does not comply with Arizona law.
25
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1 203. The voter’s signature on an early ballot envelope authenticates a voter’s
2 identity. When there is an apparent signature inconsistency, a voter’s identity is in doubt.

3 204. There is no active provision of Arizona law that authorizes the Maricopa
4 Defendants to skip signature verification for any early ballot affidavits.

5
6 205. There is no active provision of Arizona law that legally authorizes the
7 Maricopa Defendants to accept a signature that is inconsistent with the signature on the
8 voter registration record without first contacting the voter to confirm that the inconsistent
9 signature is the voter’s signature.
10

11 206. The Maricopa Defendants must make reasonable efforts to contact the voter
12 and initiate lawful curing procedures when a signature is inconsistent with the signature on
13 the voter’s registration record.

14 207. The Maricopa Defendants’ unlawful signature verification procedures for
15 ballots originating from early vote centers will remain in place and will be applied during
16 the 2024 general election absent judicial intervention.
17

18
COUNT X
Unlawful Cancellation of Voter Registrations
19
as to all Defendants
A.R.S. § § 16-112, 16-121, and 16-165
20

21 208. The Plaintiffs incorporate by reference the preceding allegations as if fully
22 set forth herein.

23 209. The Maricopa, Yavapai, and Coconino Defendants have been automatically
24 canceling the valid voter registrations of county residents without those voters’ knowledge
25 or consent.
26

1 210. Under § 16-165(L), “[a]fter canceling a [voter] registration ... the county
2 recorder *shall* send a notice by forwardable mail informing the person that the person’s
3 registration has been canceled, the reason for cancellation, the qualifications of electors
4 pursuant to § 16-101 and instructions on registering to vote if the person is qualified.”
5 (emphasis added).

6 211. The Defendants’ policy of automatically canceling voter registrations
7 without sending notice to those voters violates Arizona law.

8 212. “A person continues to be a qualified elector until that person’s registration
9 is canceled pursuant to § 16-165....” A.R.S. § 16-121(A).

10 213. A cancelation of voter registration is only complete after the Defendants have
11 complied with *all* of the requirements of A.R.S. § 16-165. For any voter to whom the
12 Defendants have not mailed a cancellation notice, the cancellation is incomplete, and that
13 voter is still a “qualified elector” in the original county of residence.

14 214. Furthermore, “the requirements of the national voter registration act of 1993”
15 are binding under Arizona law for voter registration actions taken in connection with a
16 citizen’s driver license registration. A.R.S. § 16-112(B)(4).

17 215. The National Voter Registration Act (NVRA) requires that a “state shall not
18 remove the name of a registrant from the official list of eligible voters...on the ground that
19 the registrant has changed residence unless the registrant...**confirms in writing that the**
20 **registrant has changed residence to a place outside the registrar’s jurisdiction**” or
21 “failed to respond” to requisite notice. 52 U.S. Code § 20507(d)(1)(A), (B) (emphasis
22 added).

23 216. The Defendants have failed to comply with the NVRA’s requirements to
24 obtain confirmation in writing before canceling voters’ registrations.

25 217. The Defendants know that their policies disenfranchise voters, but they have
26 not taken any steps to correct these problems.

1 218. Without judicial intervention, the same problem will persist and
2 disenfranchise voters during the 2024 general election.

3
4 **COUNT XI**
5 **Unlawful Curing Procedures**
6 **as to all Defendants**
7 **A.R.S. § 16-550(A)**

8 219. The Plaintiffs incorporate by reference the preceding allegations as if fully
9 set forth herein.

10 220. When the signature on an early ballot envelope “is inconsistent with the
11 elector’s signature on the elector’s registration record,” then the Defendants “shall make
12 reasonable efforts to contact the voter, advise the voter of the inconsistent signature and
13 allow the voter to correct or the county to confirm the inconsistent signature.” A.R.S. § 16-
14 550(A).

15 221. The Defendants’ curing practice of only calling the phone number that the
16 purported voter has written onto the early ballot envelope does not constitute a “reasonable
17 effort[]” to contact the voter. This is because an apparent signature inconsistency suggests
18 possible fraud or mistake, and someone casting a fraudulent ballot is unlikely to write down
19 the voter’s correct phone number.

20 222. A “reasonable effort[]” to contact a voter in this context thus requires that the
21 Defendants use the phone number listed in the voter’s registration file or other authoritative
22 government database.

23 223. The voter’s signature on an early ballot envelope is the only method for
24 authenticating a voter’s identity. When there is an apparent signature inconsistency, a
25 voter’s identity is in doubt.

26 224. Thus, any “reasonable effort[]” to cure an apparent signature discrepancy
requires that the Defendants also securely authenticate the purported voter’s identity.

1 225. Arizona’s election statute sets forth in A.R.S. § 16-579(A)(1) how a voter’s
2 identity is to be established when a voter casts a vote in person with specified types of
3 photo ID and proof of address. When the identity of a person casting an early vote is in
4 doubt because of an apparent signature inconsistency, any “reasonable effort[.]” to confirm
5 the voter’s identity must, at a minimum, comply with the basic requirements of A.R.S. §
6 16-579(A)(1). Just as it would be unreasonable for a poll worker to authenticate an in-
7 person voter’s identity based only on the purported voter’s verbal affirmation, it would be
8 unreasonable to do so in the context of ballot curing, where there is an apparent signature
9 discrepancy casting doubt on the purported voter’s identity.

10 226. Additionally, the Defendants’ curing practice of asking only for verbal
11 confirmation that an apparently inconsistent signature is accurate is not a “reasonable
12 effort[.]” It is impossible for a voter to confirm whether a signature belongs to him- or
13 herself without seeing the signature. This is especially true in a curing context, where an
14 apparent signature inconsistency suggests possible fraud or mistake. For example, a voter
15 may have submitted his or her signed ballot envelope only for it to have been lost and/or
16 substituted with a fraudulent ballot. Thus, any “reasonable effort[.]” to cure an apparently
17 inconsistent ballot signature requires that the Defendants actually *show* a copy of the
18 signature to the voter to confirm that the signature really does belong to the voter.

19 227. The Defendants’ unlawful curing procedures remain in place and will be
20 applied during the 2024 general election absent judicial intervention.

21 **COUNT XII**
22 **Unstaffed Drop Boxes**
23 **as to all Defendants**
24 **A.R.S. § 16-1005(E)**

25 228. The Plaintiffs incorporate by reference the preceding allegations as if fully
26 set forth herein.

 229. Only drop boxes staffed by elections officials are lawful, and maintaining an
unstaffed ballot drop box is a class 5 felony. A.R.S. § 16-1005(E).

1 230. Among other things, the requirement that ballot drop boxes be staffed is to
2 deter unlawful ballot harvesting.

3 231. Based on a plain reading of the statute and the legislature's clear intent, a
4 drop box only qualifies as being "staffed" if at least two election officials are present at the
5 box and positioned close enough to be able to view each person who deposits ballots into
6 the box such that the election officials can observe conduct that might be unlawful ballot
7 harvesting.

8 232. A ballot drop box at which no elections officials are present is not "staffed"
9 under the meaning of A.R.S. § 16-1005(E).

10 233. Any ballot drop box that is not staffed is unlawful.

11 234. The Maricopa, Yavapai, and Coconino County Defendants all maintain
12 unstaffed, unlawful ballot boxes and will continue to do so during the 2024 general election
13 absent judicial intervention.

14 **PRAYER FOR RELIEF**

15 Based on the preceding, the Plaintiffs respectfully request that this Court issue:

16 A. An injunction and/or a writ of mandamus with the following provisions:

- 17 1. A requirement that the Maricopa Defendants properly and accurately document
18 chain of custody;
- 19 2. A prohibition on the Maricopa Defendants using estimates in their chain of
20 custody procedures;
- 21 3. A requirement that the Maricopa Defendants keep exact counts of ballots at all
22 phases of the election, including whenever ballots are stored or transported;
- 23 4. A requirement that the Maricopa Defendants daily produce, no later than 10:00
24 pm, to the Court and the Plaintiffs copies of all chain of custody forms for each
25 day of early voting, for election day, and for the days after election day until all
26 ballots have been counted and the election results have been certified;

- 1 5. An order stating that if the Maricopa Defendants fail to follow proper chain of
2 custody procedures, or if there are discrepancies between the ballot numbers
3 recorded on the chain of custody forms and the final number of tabulated ballots
4 that is larger the margin of victory in any electoral contest or that is otherwise
5 sufficient to cast the outcome of the election into doubt, that this Court will
6 issue an order either invalidating the 2024 general election results from
7 Maricopa County or requiring that the election in Maricopa County be repeated
8 with voting to take place in-person over the course of only one day, if it would
9 be possible to do so given the schedule requirements for election certification.
- 10 B. A declaratory judgment that only human beings may make the signature comparison
11 required by A.R.S. § 16-550(A) with no machine pre-assistance.
- 12 C. An injunction and/or a writ of mandamus prohibiting the Maricopa Defendants from
13 using Verus Pro or any other software tools to compare or verify signatures or to sort
14 signatures into batches based on the software's confidence scores of the signatures and
15 prohibiting any other use of software tools to provide any indication to a signature
16 verifier about whether a signature is a match or about the closeness of a match between
17 signatures.
- 18 D. An injunction and/or a writ of mandamus prohibiting the Maricopa Defendants from
19 expending any public funds for the Verus Pro software.
- 20 E. A declaratory judgment stating that all early ballot affidavits must undergo signature
21 comparison as required by A.R.S. § 16-550(A).
- 22 F. An injunction and/or writ of mandamus requiring the Defendants to make signature
23 comparisons for all early ballot affidavits, and where a signature is determined to be
24 inconsistent with the signature on the voter registration record, initiate lawful cure
25 procedures.
- 26

- 1 G. A declaratory judgment stating that the Maricopa and Yavapai Defendants' use of
2 printers during their conduct of the 2022 General Election violated A.R.S § 16-
3 411(B)(4)'s requirements that, at voting centers, "any voter" shall "receive the
4 appropriate ballot."
- 5 H. An injunction and/or a writ of mandamus ordering that, in light of the Maricopa and
6 Yavapai Defendants' egregious violations of A.R.S § 16-411(B)(4), they must revert
7 to precinct voting countywide, either at individual precinct locations or by assigning
8 the residents of each precinct to vote at one specific voting center at which the
9 Maricopa and Yavapai Defendants will provide pre-printed ballots for that precinct.
- 10 I. An injunction and/or a writ of mandamus ordering that the Maricopa Defendants
11 reallocate the distribution of voting centers using demographic data from the 2020 and
12 2022 general elections to racially balance the number of election-day Long Distance
13 Voters.
- 14 J. An injunction and/or a writ of mandamus forbidding the Defendants from canceling a
15 voter's registration pursuant to any in-state change of address information received
16 from the Arizona Department of Transportation, the U.S. Postal Service, or any other
17 source until the Defendants have received signed, written confirmation from the voter
18 that the change of address is correct.
- 19 K. An injunction and/or a writ of mandamus requiring the Defendants to reinstate the
20 voter registrations of all voters whose registrations have been canceled due to a
21 purported move outside of the county when Defendants began automatically canceling
22 voter registrations in 2020 without a voter's knowledge or consent.
- 23 L. An injunction and/or a writ of mandamus ordering the Defendants to count any
24 provisional ballot in the 2024 general election cast by any voter who claims that his or
25 her Maricopa, Yavapai, or Coconino County voter registration was canceled without
26

1 consent if that voter can prove that he or she had previously been registered to vote in
2 that county and has continued to reside that county.

3 M. A declaratory judgment stating that it is unlawful for the Defendants to attempt to cure
4 apparently inconsistent signatures by calling the phone number that has been written
5 on a ballot envelope without first independently verifying that the phone number
6 belongs to the voter by consulting the information in the voter's registration file or
7 other authoritative government databases.

8 N. A declaratory judgment stating that it is unlawful for the Defendants to attempt to cure
9 apparently inconsistent signatures without first verifying and authenticating a voter's
10 identity by applying the standards in A.R.S. § 16-579(A)(1).

11 O. A declaratory judgment stating that it is unlawful for the Defendants to attempt to cure
12 apparently inconsistent signatures without first showing the purported signature (or a
13 photographic reproduction) to the voter.

14 P. An injunction and/or a writ of mandamus ordering the Defendants to only attempt to
15 contact voters to cure apparently inconsistent ballot signatures by calling a phone
16 number listed in the voter's registration file or other authoritative government
17 database.

18 Q. An injunction and/or a writ of mandamus ordering the Defendants only to accept a
19 voter's confirmation that a ballot envelope signature is authentic after the Defendants
20 have confirmed the voter's identity by applying the standards in A.R.S. § 16-579(A)(1)
21 and have shown to the voter the actual signature, or an authentic photographic
22 reproduction thereof.

23 R. A declaratory judgment that a drop box only qualifies as being "staffed" within the
24 meaning of A.R.S. § 16-1005(E) if at least two election officials are present at the box
25 and positioned close enough to be able to view each person who deposits ballots into
26

1 the box such that the election officials can observe conduct that might be unlawful
2 ballot harvesting.

3 S. An injunction and/or a writ of mandamus prohibiting the Defendants from providing
4 ballot drop boxes that are not staffed all the time that the box is available for the deposit
5 of ballots.

6 T. An injunction and/or a writ of mandamus stating that the Defendants may not collect,
7 count, or open any ballots deposited into a drop box that is not staffed.

8 U. An order retaining jurisdiction over this case through the completion and certification
9 of the 2024 general election to ensure that this Court's orders are followed and/or
10 appointing a special master to monitor the election.

11 V. An order stating that, if on election day there is credible evidence of any failures or
12 irregularities in the administration of the election, that this Court and/or a special master
13 will take appropriate action, such as by ordering voting centers and/or precincts to
14 remain open later than their scheduled closing time, invalidating election results,
15 ordering a new election, or any other appropriate orders to correct the Defendants'
16 failures in administering the election.

17 W. An award of reasonable attorneys' fees and costs under A.R.S. §§ 12-341, -348, -2030,
18 the private attorney general doctrine, and other applicable law.

19 X. For such other relief as the Court deems just and proper

20 RESPECTFULLY SUBMITTED this 23rd of February, 2024.

21 **America First Legal Foundation**

22
23 By: /s/ James Rogers

24 James K. Rogers (No. 027287)
25 *Senior Counsel*
26 America First Legal Foundation
611 Pennsylvania Ave., SE #231
Washington, D.C. 20003
Phone: (202) 964-3721
James.Rogers@aflegal.org

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Jennifer Wright Esq., Plc

By: /s/Jennifer J. Wright (with permission)
Jennifer J. Wright (027145)
4350 E. Indian School Rd
Suite #21-105
Phoenix, Arizona 85018
jen@jenwesq.com

Attorneys for Plaintiffs

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Exhibit A

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Maricopa County Attorney

RACHEL MITCHELL

November 27, 2022

VIA EMAIL TO:

Jennifer Wright
Assistant Attorney General
2005 North Central Ave.
Phoenix, AZ 85004
jennifer.wright@azag.gov

RE: Response to your November 19, 2022 letter

Dear Ms. Wright:

Your November 19, 2022 letter requested information regarding the 2022 General Election. You also sought answers to several legal questions. This letter, which addresses your legal questions, and the Election Department's Report (the "Report"), which is publicly available at <https://elections.maricopa.gov/asset/jcr:d294ebcd-eb4d-4efc-83d7-bd85f2fd7f9d/2022.11.27-Final-Report-and-Exhibits>, stands as the Maricopa County Board of Supervisors' (the "County")¹ continued commitment to operating elections transparently.²

¹ This response is provided on behalf of the Maricopa County Board of Supervisors and not Maricopa County Recorder Stephen Richer as the Board, not Recorder Richer, has statutory responsibility (as well as responsibility under the Elections Operations Agreement between the Board and Recorder Richer) for election day voting and tabulation.

² The County has had three business days to provide the information requested in the November 19, 2022 letter, which was not a reasonable amount of time to respond prior to the canvass of the election, as you requested. The Elections Department's leadership and staff are working diligently to prepare the various reports required by law for the canvass of the election. Nevertheless, they have simultaneously gathered data to answer most of your questions, and those answers are presented in the Report. The County reserves the right to make revisions to this Report should any become necessary. The remaining questions will have to wait. The County will provide supplemental information as soon as it is able to do so, but notes that three races from the 2022 general election ballot are subject to an automatic recount. Those recounts, required by law, will keep the Elections Department fully occupied for the next several weeks.

A. The Meaning of the Requirement of Uniformity in Elections.

In footnote 1 to your letter, you state that “State and federal law require ‘uniform’ administration of elections.” The County’s technical, printer issues in some of its vote centers did not violate that requirement.

1. The Free and Equal Clause of the Arizona Constitution.

First, you cite to Article II, Section 21 of the Arizona Constitution to support your suggestion that the County’s printer difficulties, causing some voters to need to place their ballots into Door 3, violated the requirement for uniform and free elections. That constitutional provision requires that “[a]ll elections shall be free and equal, and no power, civil or military, shall at any time interfere to prevent the free exercise of the right of suffrage.” This constitutional guarantee means that the state of Arizona must provide for uniformity in elections across the state so that they will be free and equal for all the state’s voters. It does not mean that an election might be invalid if there are unexpected printing difficulties preventing on-site tabulation, when all the voters who attempted to vote were provided legal options for doing so.

Eight Arizona counties do not have any tabulators in their polling locations at all. In Apache, Coconino, Gila, Mohave, Pima, Pinal, Santa Cruz, and Yavapai counties, *every* Election Day voter places his or her ballot into a ballot box (much like Door 3). All those ballots are taken back to a central, election headquarters to be tabulated (just like Door 3 ballots are taken to the Maricopa County Tabulation and Election Center to be tabulated).

It cannot be the case that the limited use of the Door 3 ballot box for some voters in Maricopa County violates the Constitution, while the required use of a ballot box by every voter in over half of the state’s counties does not. Simply stated, the failure of printers to print ballots capable of being read by precinct-based tabulators cannot violate the Free and Equal clause when (1) all voters were still provided reasonable, lawful options for voting, (2) Maricopa County’s contingency plan, of instructing voters to place their ballots into a ballot box to be tabulated later is used by eight counties in the state, and (3) no Arizona law requires ballots to be tabulated in polling locations using precinct-based tabulators.

2. Arizona Statutory Uniformity Requirements.

Next, you cite to A.R.S. §§ 16-449(B) and -452(A), which require, among other things, uniformity in the procedures for voting and tabulation of ballots. These laws, however, do not require that every printer and tabulator work perfectly such that there can never be any unplanned and unanticipated equipment malfunctions or failures. *Aguilera v. Fontes*, CV2020-014562, 2020 WL 11273092, at *2 (Maricopa Cty. Super. Ct., Nov. 30, 2020) (Ruling, Granting the County’s motion to dismiss) (holding that the Arizona election statutes do not require perfection in election administration). The plaintiffs in *Aguilera* asserted that, because the precinct-based tabulators were unable to read some ballots that were cast on Election Day in the 2020 general election, the laws related to uniformity—which the plaintiff interpreted as requiring perfection—had been violated. *Id.* at **1–2. One of the plaintiffs had placed her ballot into Door 3, which she alleged in her lawsuit violated the uniformity laws. *Id.* The court was unpersuaded. It concluded that “[a]

flawless election process is not a legal entitlement under any statute, EPM [*i.e.*, Elections Procedures Manual] rule, or other authority identified by the parties or otherwise known to the Court.” *Id.* at *4. Significantly, this was true *even if* “the tabulators experienced some problem that interfered with the machines’ ability to” tabulate the ballots in the polling location. *Id.* at *4.

Maricopa County experienced unanticipated printing problems in 31% of its vote centers. These problems caused some ballots to be printed in a way that prevented some of the precinct-based tabulators from reading them, although all the ballots were easily readable by the human eye. When compared to the total number of voters who participated in the 2022 General Election, fewer than 1% of ballots cast were affected by these printer issues. But importantly, every lawful voter was still able to cast his or her ballot. No voter was disenfranchised because of the difficulty the County experienced with some of its printers. Every voter was provided a ballot by which he or she could record their votes, and all such ballots cast by lawful voters were tabulated, whether in the vote center or at the Maricopa County Tabulation and Election Center.

The printing issues, leading to precinct-based tabulators being unable to tabulate some of the votes cast, was regrettable. But it did not violate the uniformity statutes, and any suggestion that it did is unfounded.

3. Federal Uniformity Requirements.

Finally, you cite to federal statutory and constitutional provisions to suggest that the technical, printer issues in some of the County’s vote centers violated federal uniformity requirements. Neither the First and Fourteenth Amendments of the United States Constitution, nor 42 U.S.C. § 1983, are violated when, as occurred here, (1) technical issues happen in some vote centers but (2) all voters are still provided a meaningful opportunity to vote. Your suggestion to the contrary is incorrect.

B. The Legality of Maricopa County’s “Check-out” Procedures.

You also requested that we provide you “the legal basis for the ‘check out’ procedures [utilized in vote centers, to allow voters to go to another vote center to vote] in light of A.R.S. § 16-584(D).”³

No statute prohibits a voter from checking *out* of a particular polling location to go to another polling location to vote. The County allows voters to do so. The procedure the County utilizes is as follows. If a voter who has checked in to a vote center decides that she would rather go to a different vote center to cast her ballot, she may spoil her ballot in the presence of the poll

³ In footnote 3 of your letter, you state that on November 8, 2022 you forwarded to the County two complaints, made by voters, concerning the check out procedure being utilized in vote centers. The County’s records indicate that you forwarded the first complaint at 2:20 p.m. and the second at 3:10 p.m. By that point in time, the County had already identified an issue with some of its printers, which was the proximate cause for some voters desiring to check out of some voting locations. The County was already working to resolve the printer issue and had already sent out a reminder to poll workers, reminding them of their training concerning check out procedures.

workers and check out of that polling location. When she arrives at her preferred vote center, she will check in and be issued a ballot. During check in, the site book verifies that she is not currently checked in to another vote center (and so, there is no presumption that she has already voted).

If a voter leaves a vote center without checking out, then goes to another vote center to vote, the site book will show that she checked in at the previous vote center. Consistent with Arizona law, she will be allowed to vote a provisional ballot in the new vote center and place it in a provisional ballot envelope. The County will then research whether she had already cast a ballot in order to determine whether “there is information showing the person did vote.” If there is, the provisional ballot envelope will remain unopened and her vote will not be counted. A.R.S. § 16-584.

C. Reconciliation of Votes Cast.

Finally, the letter alleges that Maricopa County was “required to complete a ‘reconciliation of ballots cast against check ins’ at the voting location, not at central count.” The letter cites various state statutes, including A.R.S. § 16-602(A), which states:

For any primary, special or general election in which the votes are cast on an electronic voting machine or tabulator, the election judge shall compare the number of votes cast as indicated on the machine or tabulator with the number of votes cast as indicated on the poll list and the number of provisional ballots cast and that information shall be noted in a written report prepared and submitted to the officer in charge of elections along with other tally reports.

This statute was written when state law required voters to go to their assigned precinct-based polling location, and that was the only location at which they could lawfully cast a ballot. Only voters assigned to a particular precinct were allowed to vote in that precinct's polling location. If a voter from a different precinct attempted to vote, they would be instructed to go to their home precinct or allowed to vote a provisional ballot, which would not be counted. Since 2020, Maricopa County voters are afforded the ability to vote at any vote center in the County, which is consistent with current Arizona law.

The County's poll workers create reports in the vote centers on Election Night before leaving the vote centers. But the reconciliation of which you speak is conducted at MCTEC, not in the vote center. Because the County now uses electronic site books to check in voters instead of paper poll rosters, there is no longer a “poll list” in the vote center for the judges to access to create this report. The reconciliation does, however, still occur, it just occurs at MCTEC instead of in each vote center.

Additionally, the County fully complies with the stringent requirements for the post-election audit of each voting location, set out in the Elections Procedures Manual, set forth in Chapter 10, Section II, Part H, found on page 211. That audit includes the reconciliation between check ins and votes cast and requires a full accounting of any discrepancies. That post-election audit is in front of observers from the county's political parties.

November 27, 2022

Response to Jennifer Wright's Letter of November 19, 2022

Page 5

The other statutes you cite are not applicable. A.R.S. § 16-564(A) requires that the ballot box containing ballots (*i.e.*, Door 3) not be removed from the polling location after the polls close, and says nothing about the reconciliation report. Similarly, A.R.S. §§ 16-607, -608, -614, -615, and -616 have nothing to do with the reconciliation about which you are concerned.

Sincerely,

/s/Thomas P. Liddy

Thomas P. Liddy
Division Chief, Civil Services Division

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Exhibit B

RETRIEVED FROM DEMOCRACYDOCKET.COM

From: Kori Lorick
Sent: Tuesday, November 8, 2022 7:23 AM
To: Sophia Solis;C.Murphy Hebert;Allie Bones
Subject: Fw: Internal Complaint 6: Yavapai (High)

FYI- one printer issue reported in Yavapai. It's fixed but they have a 45 min wait.

From: Christine Dyster <[REDACTED]@azsos.gov>
Sent: Tuesday, November 8, 2022 7:21 AM
To: Jason [REDACTED] <[REDACTED]@azsos.gov>; Zoe [REDACTED] [REDACTED] <[REDACTED]@azsos.gov>
Cc: Kori Lorick <[REDACTED]@azsos.gov>
Subject: RE: Internal Complaint 6: Yavapai (High)

It is working now- But they have a 45 min wait

Christine Dyster

Email: [REDACTED]@azsos.gov
Office: 602-[REDACTED]-[REDACTED]

From: Jason [REDACTED] <[REDACTED]@azsos.gov>
Sent: Tuesday, November 8, 2022 7:16 AM
To: Christine Dyster <[REDACTED]@azsos.gov>; Zoe [REDACTED] [REDACTED] <[REDACTED]@azsos.gov>
Cc: Kori Lorick <[REDACTED]@azsos.gov>
Subject: Internal Complaint 6: Yavapai (High)

Printer not working at First Southern Baptist Church, 1524 N. State Route 89, Chino Valley, AZ 86323



Jason [REDACTED]
Election Outreach Manager
Arizona Secretary of State

Email: [REDACTED]@azsos.gov
Office: 602-[REDACTED]-[REDACTED]

1700 W. Washington St., 7th Fl. | Phoenix, AZ | 85007

This message and any messages in response to the sender of this message may be subject to a public records request.

Exhibit C

RETRIEVED FROM DEMOCRACYDOCKET.COM

RES_BWP_sig

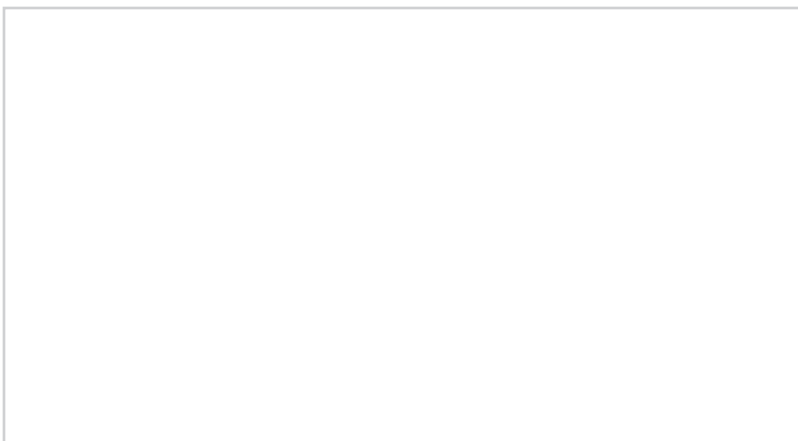
From: Rey Valenzuela - RISCX <rvalenzuela@risc.maricopa.gov>
Sent: Tuesday, March 3, 2020 1:28 PM
To: Erin Delany <edelany@runbeck.net>
Cc: Ann Bakker <abakker@runbeck.net>; Barb Deye <bdeye@runbeck.net>
Subject: RE: Primary & General EV Envelopes?

Yes, all is the same for the current red stripe Affidavit Envelope.

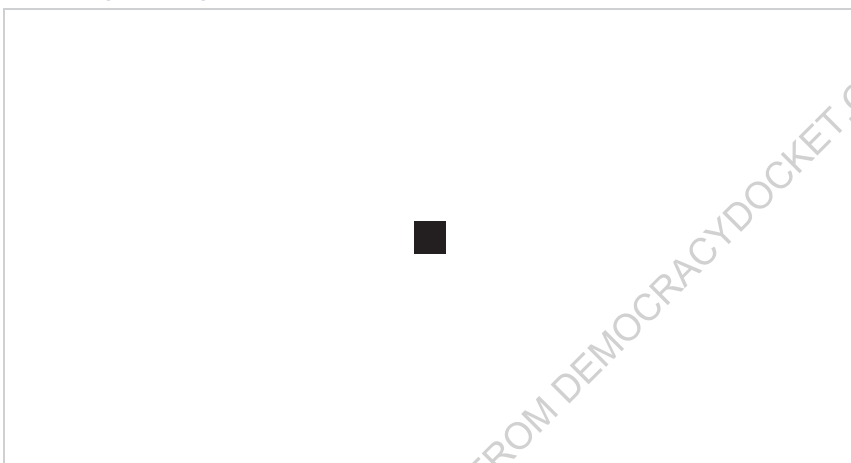
The only change we want is to the "Signature" section. We wanted to break apart the signature box from the "Phone & Date" box so that if and when we go to the AI Signature process, we would have a very clean target area to focus in on that is free of the black signature line and free of the text (**SIGNATURE REQUIRED / FIRMA REQUERIDA**).

Is it possible to work on that signature box section to conform to what would be best for that AI process?

OLD:



NEW (draft):



Reynaldo Valenzuela Jr., CERA



Are you ready for 2020? Visit [BeBallotReady.Vote](https://www.BeBallotReady.Vote)

From: Erin Delany <edelany@runbeck.net>

Sent: Tuesday, March 3, 2020 1:03 PM

To: Rey Valenzuela - RISCX <rvalenzuela@risc.maricopa.gov>

Cc: Ann Bakker - Runbeck <abakker@runbeck.net>; Barb Deye - Runbeck <bdeye@runbeck.net>

Subject: RE: Primary & General EV Envelopes?

Great! Do you want it to continue to have the red stripe?

Exhibit D

RETRIEVED FROM DEMOCRACYDOCKET.COM

From: Mike Johnson - RISCX <mjohnson@risc.maricopa.gov>
Sent: Tuesday, July 21, 2020 9:22 AM
To: Rey Valenzuela - RISCX <rvalenzuela@risc.maricopa.gov>; Chris Schiffhauer <cschiffhauer@runbeck.net>
Cc: Gary Bilotta - RISCX <gbilotta@risc.maricopa.gov>; Jeff Ellington <jellington@runbeck.net>; David Siegel <dsiegel@runbeck.net>; Jim Suver <jsuver@runbeck.net>; Mike Jacobson <mjacobson@runbeck.net>; Jonathan Wright <jwright@runbeck.net>; Dyson Dandurand <ddandurand@runbeck.net>
Subject: RE: Verus Pro

We supply the initial clipped image, and then Runbeck further crops it down to just the signature. I've attached samples. We provided 10001.tif, Runbeck created 10001_Document_Alpha.tif and that is what they use to do the actual signature verification.

Mike Johnson




From: Rey Valenzuela - RISCX
Sent: Tuesday, July 21, 2020 9:16 AM
To: Mike Johnson - RISCX <mjohnson@risc.maricopa.gov>; Chris Schiffhauer <cschiffhauer@runbeck.net>
Cc: Gary Bilotta - RISCX <gbilotta@risc.maricopa.gov>; Jeff Ellington <jellington@runbeck.net>; David Siegel <dsiegel@runbeck.net>; Jim Suver <jsuver@runbeck.net>; Mike Jacobson <mjacobson@runbeck.net>; Jonathan Wright <jwright@runbeck.net>; Dyson Dandurand <ddandurand@runbeck.net>
Subject: RE: Verus Pro

Can I ask a lay question, but **who is creating the "clipped" or "cropped" REFERENCE IMAGES that Verus Pro is using to compare to?**

Is it the Verus Pro software or us?

I know we have the full affidavit and some clipped affidavit images but the "clipped" or "cropped" REFERENCE IMAGES that appear to be bad or not clean reference images can't be from us since we do not have those and have to be created somehow for this Verus Pro compare process.

Those then seem to be the cause for so many low confidence comparison or rejected packets.

Reynaldo Valenzuela Jr., CERA
Director of Elections (Election Services & Early Voting)
 Office of Maricopa County Recorder Adrian Fontes
 510 South 3rd Avenue, Phoenix, Arizona 85003
 Phone  | Fax 
[<image071.png>](#)

Are you ready for 2020? Visit BeBallotReady.Vote

From: Mike Johnson - RISCX <mjohnson@risc.maricopa.gov>
Sent: Tuesday, July 21, 2020 9:09 AM
To: Chris Schiffhauer <cschiffhauer@runbeck.net>; Rey Valenzuela - RISCX <rvalenzuela@risc.maricopa.gov>
Cc: Gary Bilotta - RISCX <gbilotta@risc.maricopa.gov>; Jeff Ellington <jellington@runbeck.net>; David Siegel <dsiegel@runbeck.net>; Jim Suver <jsuver@runbeck.net>; Mike Jacobson <mjacobson@runbeck.net>; Jonathan Wright <jwright@runbeck.net>; Dyson Dandurand <ddandurand@runbeck.net>
Subject: RE: Verus Pro

That's odd. Our database shows that there should be 1,850,318 signatures in those folders. Can you check again? Looking in the first folder (00010000) I can spot several images that appear to not have a clip by just scrolling the file list:

\\reveruspro\mcimages\SignatureRepository\00010000\10007.tif
 \\reveruspro\mcimages\SignatureRepository\00010000\10030.tif
 \\reveruspro\mcimages\SignatureRepository\00010000\10007.tif
 \\reveruspro\mcimages\SignatureRepository\00010000\10108.tif
 \\reveruspro\mcimages\SignatureRepository\00010000\10109.tif

Additionally, I show 355 signatures from the original batch as not having been evaluated still. I've attached those tracking numbers.

Mike Johnson


From: Chris Schiffhauer <cschiffhauer@runbeck.net>
Sent: Tuesday, July 21, 2020 7:53 AM
To: Mike Johnson - RISCX <mjohnson@risc.maricopa.gov>; Rey Valenzuela - RISCX <rvalenzuela@risc.maricopa.gov>
Cc: Gary Bilotta - RISCX <gbilotta@risc.maricopa.gov>; Jeff Ellington <jellington@runbeck.net>; David Siegel <dsiegel@runbeck.net>; Jim Suver <jsuver@runbeck.net>; Mike Jacobson <mjacobson@runbeck.net>; Jonathan Wright <jwright@runbeck.net>; Dyson Dandurand <ddandurand@runbeck.net>
Subject: RE: Verus Pro

Mike,

Yesterday we cropped an additional 73,071 reference signatures, taking the signature repository from 1,561,923 to 1,634,994 cropped reference signatures.

A new confidence export was produced at 7:05am for 710 incoming pieces that were all recognized from adding a new layout to our recognition template. Here is a confidence report for the full election so far, and one for just today's set of signatures:

<image072.png>

I noted that today's signatures had more rejections than accepted signatures, so I reviewed five of the low scores manually. I found some whose crop were imperfect but nothing that stands out:

Tracking Number 137600262467901, Score 0:
 <image073.png>

Tracking Number 137604108716801, Score 0:
 <image074.jpg>

Tracking Number 137600346047101, Score 2:
 <image075.png>

Tracking Number 137612003873201, Score 0:

Exhibit E

RETRIEVED FROM DEMOCRACYDOCKET.COM

From: Chris Schiffhauer
 To: Mike Johnson; Rey Valenzuela
 Cc: Gary Bilotta - RISCX; Jeff Ellington; David Siegel; Jim Suver; Mike Jacobson; Jonathan Wright; Dyson Dandurand
 Subject: RE: Verus Pro
 Date: Wednesday, July 22, 2020 1:35:47 PM
 Attachments: [image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

Thanks Rey, we're also excited to improve the product with you to increase the accuracy of the results. I really appreciate the changes Mike is developing, and what a great partner he's been to work with!

From: Rey Valenzuela - RISCX <rvalenzuela@risc.maricopa.gov>

Sent: Wednesday, July 22, 2020 1:26:21 PM

To: Chris Schiffhauer <cschiffhauer@runbeck.net>; Mike Johnson <mjohnson@risc.maricopa.gov>

Cc: Gary Bilotta - RISCX <gbilotta@risc.maricopa.gov>; Jeff Ellington <jellington@runbeck.net>; David Siegel <dsiegel@runbeck.net>; Jim Suver <jsuver@runbeck.net>; Mike Jacobson <mjacobson@runbeck.net>; Jonathan Wright <jwright@runbeck.net>; Dyson Dandurand <ddandurand@runbeck.net>

Subject: RE: Verus Pro

And Chris, I am more than aware that these are not the best reference signature since they have that line causing that reference signature to be degraded a bit, so the results are expected for High Confidence matches to not be as high, had those reference signatures been better quality (without that line going through the signature)

So when I say "disappointed", I do not mean to say I was not expecting this due to those "not so great" reference signatures nor did I want that to be taken as a disappointment or bashing of Verus Pro. I was just overly optimistic and fingers crossed that the reference signatures would work better than they did.

What I am now looking forward to is our new "no line" signature box on the current affidavit that I am hoping will increase the match rate for the General, when we get to use those as reference signatures for some of the General returned packets.

As for the Primary, we still have to look at 100% of the signatures so not a major issue, but do need to wait for that added low confidence queues that Mike is working on, so we can at least have a pocket for those for Tier 1 temp staff to be able to access, rather than moving those straight to the Managers queue.

So excited as we move forward.

Thanks you all for your efforts.

Reynaldo Valenzuela Jr., CERA

Director of Elections (Election Services & Early Voting)

Office of Maricopa County Recorder Adrian Fortes

510 South 3rd Avenue, Phoenix, Arizona 85003

Phone

| Fax



Are you ready for 2020? Visit [BeBallotReady.Vote](https://www.beballotready.vote)

From: Chris Schiffhauer <cschiffhauer@runbeck.net>

Sent: Wednesday, July 22, 2020 1:16 PM

To: Rey Valenzuela - RISCX <rvalenzuela@risc.maricopa.gov>; Mike Johnson - RISCX <mjohnson@risc.maricopa.gov>

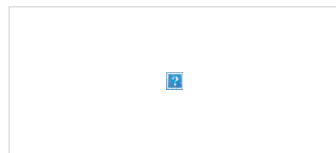
Cc: Gary Bilotta - RISCX <gbilotta@risc.maricopa.gov>; Jeff Ellington <jellington@runbeck.net>; David Siegel <dsiegel@runbeck.net>; Jim Suver <jsuver@runbeck.net>; Mike Jacobson <mjacobson@runbeck.net>; Jonathan Wright <jwright@runbeck.net>; Dyson Dandurand <ddandurand@runbeck.net>

Subject: RE: Verus Pro

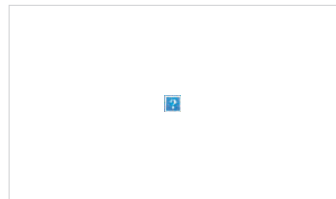
Rey,

Thank you for voicing your concern about the number of rejects being so high, which Jeff also expressed based on my last email. I apologize for not replying sooner while we're actively supporting a production system.

I'm still very confident we'll see an accept rate well above 50% across the primary election. The low rate this morning was based on a small set of 105 signatures whose reference images hadn't yet been recognized, and finally were by adding the below layout to our template. I'm confident that sample set's accept rate is skewed by being verified against those reference images that matched only this layout:



As a larger test of real materials, we copied a random set of 9,493 signatures from our sorter that were scanned this morning, and the necessary cropped reference images from your repository, to our QA environment and verified them. A total of 6029 (63.5%) were accepted, and 3464 were rejected. Here is the full distribution of confidences:



For a complete picture of your primary so far, of 35,829 signatures, 23,005 (64.2%) are accepted, and 12,824 are rejected in your production environment:

Exhibit F

RETRIEVED FROM DEMOCRACYDOCKET.COM

From: [Chris Schiffhauer](#)
 To: [Mike Johnson](#); [Rey Valenzuela](#)
 Cc: [Gary Bilotta - RISCX](#); [Jeff Ellington](#); [David Siegel](#); [Jim Suver](#); [Mike Jacobson](#); [Jonathan Wright](#); [Dyson Dandurand](#)
 Subject: RE: Verus Pro
 Date: Monday, July 27, 2020 12:04:58 PM
 Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Mike,

Verus Pro began failing to verify signatures at 11:24am this morning. I've stopped Verus Pro from automatically verifying new signatures, and am researching the cause of the failure now, I will reply back with more information shortly.

The issue began while processing the set of signatures that was exported to ConfidenceExport20200727112730.csv. The confidences on lines 1-352 have valid scores, then the rest are blank. The confidences are also blank in each of these subsequent exports:

ConfidenceExport20200727114732.csv
 ConfidenceExport20200727114232.csv
 ConfidenceExport20200727113731.csv
 ConfidenceExport20200727113231.csv

Are you able to not import these confidences into your system so that we can re-process them when we resolve the problem?

Thank you,
 Chris

From: Mike Johnson - RISCX <mjohnson@risc.maricopa.gov>
Sent: 27 July, 2020 10:29
To: Chris Schiffhauer <cschiffhauer@runbeck.net>; Rey Valenzuela <rvalenzuela@risc.maricopa.gov>
Cc: Gary Bilotta - RISCX <gbilotta@risc.maricopa.gov>; Jeff Ellington <jellington@runbeck.net>; David Siegel <dsiegel@runbeck.net>; Jim Suver <jsuver@runbeck.net>; Mike Jacobson <mjacobson@runbeck.net>; Jonathan Wright <jwright@runbeck.net>; Dyson Dandurand <ddandurand@runbeck.net>
Subject: RE: Verus Pro

Looks like 221 are still in Verus Pro. Chris can you see what is happening with those?

Mike Johnson


From: Chris Schiffhauer <cschiffhauer@runbeck.net>
Sent: Monday, July 27, 2020 9:59 AM
To: Mike Johnson - RISCX <mjohnson@risc.maricopa.gov>; Rey Valenzuela - RISCX <rvalenzuela@risc.maricopa.gov>
Cc: Gary Bilotta - RISCX <gbilotta@risc.maricopa.gov>; Jeff Ellington <jellington@runbeck.net>; David Siegel <dsiegel@runbeck.net>; Jim Suver <jsuver@runbeck.net>; Mike Jacobson <mjacobson@runbeck.net>; Jonathan Wright <jwright@runbeck.net>; Dyson Dandurand <ddandurand@runbeck.net>
Subject: RE: Verus Pro

Thanks Mike, 8939 new signatures processed this morning and are now exported. Here are our updated statistics for the Primary:

Accepted: 29,186
 Rejected: 15,565
 Failed to Verify: 67
Total: 44,818



Please let me know if I can provide any further information.

Thanks again,
 Chris

From: Mike Johnson - RISCX <mjohnson@risc.maricopa.gov>
Sent: 27 July, 2020 08:27
To: Chris Schiffhauer <cschiffhauer@runbeck.net>; Rey Valenzuela <rvalenzuela@risc.maricopa.gov>
Cc: Gary Bilotta - RISCX <gbilotta@risc.maricopa.gov>; Jeff Ellington <jellington@runbeck.net>; David Siegel <dsiegel@runbeck.net>; Jim Suver <jsuver@runbeck.net>; Mike Jacobson <mjacobson@runbeck.net>; Jonathan Wright <jwright@runbeck.net>; Dyson Dandurand <ddandurand@runbeck.net>
Subject: RE: Verus Pro

FYI, the integration has been turned on again. A new VR file was exported this morning and all new signatures will be exported as we receive them.

Mike Johnson


From: Chris Schiffhauer <cschiffhauer@runbeck.net>
Sent: Wednesday, July 22, 2020 1:36 PM

Exhibit G

RETRIEVED FROM DEMOCRACYDOCKET.COM

From: [Chris Schiffhauer](#)
 To: [Rey Valenzuela](#); [Mike Johnson](#)
 Cc: [Gary Bilotta - RISCX](#); [Jeff Ellington](#); [David Siegel](#); [Jim Suver](#); [Mike Jacobson](#); [Jonathan Wright](#); [Dyson Dandurand](#); [Andriy Podolnikov - RISCX](#)
 Subject: RE: Verus Pro
 Date: Tuesday, July 28, 2020 1:00:46 PM
 Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
[image013.png](#)

Hi Mike, the 16,528 remaining pieces are now exported Thanks

From: Chris Schiffhauer

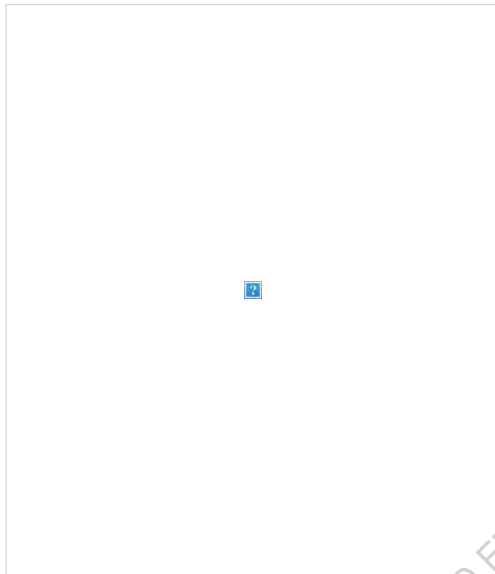
Sent: 28 July, 2020 12:59

To: Rey Valenzuela <rvalenzuela@risc.maricopa.gov>; Mike Johnson <mjohnson@risc.maricopa.gov>

Cc: Gary Bilotta - RISCX <gbilotta@risc.maricopa.gov>; Jeff Ellington <jellington@runbeck.net>; David Siegel <dsiegel@runbeck.net>; Jim Suver <jsuver@runbeck.net>; Mike Jacobson <mjacobson@runbeck.net>; Jonathan Wright <jwright@runbeck.net>; Dyson Dandurand <ddandurand@runbeck.net>; Andriy Podolnikov - RISCX <apodolnikov@risc.maricopa.gov>

Subject: RE: Verus Pro

The incoming signatures from this morning are finished verifying, here is the current snapshot:



We are still working on answers to the following and will reply with them:

- Identification and fix for recognition failures from Monday, July 27
- Identification of cause for crop change and solution to prevent going forward

Thank you,
 Chris

From: Chris Schiffhauer <cschiffhauer@runbeck.net>

Sent: 28 July, 2020 12:27

To: Rey Valenzuela <rvalenzuela@risc.maricopa.gov>; Mike Johnson <mjohnson@risc.maricopa.gov>

Cc: Gary Bilotta - RISCX <gbilotta@risc.maricopa.gov>; Jeff Ellington <jellington@runbeck.net>; David Siegel <dsiegel@runbeck.net>; Jim Suver <jsuver@runbeck.net>; Mike Jacobson <mjacobson@runbeck.net>; Jonathan Wright <jwright@runbeck.net>; Dyson Dandurand <ddandurand@runbeck.net>; Andriy Podolnikov - RISCX <apodolnikov@risc.maricopa.gov>

Subject: Re: Verus Pro

We are notifying you as quickly as possible when there is a production incident. Our communications are slowed a bit while supporting Verus Pro as we lose our network connectivity when connected to the shared VPN account. I apologize for the window in which you were unaware what was happening.

From: Mike Johnson - RISCX <mjohnson@risc.maricopa.gov>

Sent: Tuesday, July 28, 2020 12:22:35 PM

To: Chris Schiffhauer <cschiffhauer@runbeck.net>; Rey Valenzuela <rvalenzuela@risc.maricopa.gov>

Cc: Gary Bilotta - RISCX <gbilotta@risc.maricopa.gov>; Jeff Ellington <jellington@runbeck.net>; David Siegel <dsiegel@runbeck.net>; Jim Suver <jsuver@runbeck.net>; Mike Jacobson <mjacobson@runbeck.net>; Jonathan Wright <jwright@runbeck.net>; Dyson Dandurand <ddandurand@runbeck.net>; Andriy Podolnikov - RISCX <apodolnikov@risc.maricopa.gov>

Subject: RE: Verus Pro

OK, thanks for the update. In the future, if you stop the process from operating in the middle of the day, please inform us ASAP so that we know what is happening.

Mike Johnson


From: Chris Schiffhauer <cschiffhauer@runbeck.net>

Sent: Tuesday, July 28, 2020 12:17 PM

To: Mike Johnson - RISCX <mjohnson@risc.maricopa.gov>; Rey Valenzuela - RISCX <rvalenzuela@risc.maricopa.gov>

Exhibit H

RETRIEVED FROM DEMOCRACYDOCKET.COM

From: [David Siegel](#)
 To: [Rey Valenzuela](#); [Chris Schiffhauer](#)
 Cc: [Celia Nabor - RISCX](#); [Gary Bilotta - RISCX](#); [Mike Johnson](#)
 Subject: RE: Verus Pro
 Date: Friday, October 9, 2020 5:07:39 PM
 Attachments: [image001.png](#)
[image002.png](#)

Rey, I understand. This is our absolute to priority now. We will get this to you ASAP.

From: Rey Valenzuela - RISCX <rvalenzuela@risc.maricopa.gov>
Sent: Friday, October 9, 2020 4:48 PM
To: David Siegel <dsiegel@runbeck.net>; Chris Schiffhauer <cschiffhauer@runbeck.net>
Cc: Celia Nabor - RISCX <cnabor@risc.maricopa.gov>; Gary Bilotta - RISCX <gbilotta@risc.maricopa.gov>; Mike Johnson <mjohnson@risc.maricopa.gov>
Subject: RE: Verus Pro

David, the impact is that you will lose then contract and we will NOT being using Verus Pro for the General.

We need these ready to work now. So much for using Verus Pro for the General and me stating early on to proceed, noting we should not see any major issues.

As noted by Celia below, “Working the packets tomorrow morning **is critical to ironing out the details for the Monday training**” so we need those signature verified today to pick those up tomorrow.

I do NOT see why we are not ready to use Verus Pro now when RES ran the packets for us, so RES knew we are getting Sig Ver files.

Excuse my French but **this shit show needs to be improved on post haste from RES side**. First is our M file code issue that substantially delayed our text message “ballot status” issuance that we still have not completely lived down and now we can’t do signature verification FOR A COUPLE OF HOURS – you realize it is 4:34pm and a couple of hours has puts our staff sitting and waiting until the late evening.

I know it is not a lot in the queue but we need those done now so we can have the packets tomorrow, and to ask us at last minute to hold staff for a couple of hours is not welcomed at all.

WE NEED A WORK AROUND NOW so that Signature Verification can be done now without harming our staff.

Again, I am regretting my decision to proceed with using Verus Pro for the General and to be proven

wrong “that we won’t have any issues, and to put my name to that decision and have it be a first file issue is beyond frustrating.

So again, we need a work around now and remove Verus Pro from the equation now so we can work the files.

We will be watching this program very closely and Mike, I need to know if we can shut Verus Pro down and go back to our former process after this first file?

Hi Brian,

Can I get status on this file? We were planning to complete the sig ver file so we can pick up the ballots in the morning. Working the packets tomorrow morning is critical to ironing out the details for the Monday training.

Celia

Reynaldo Valenzuela Jr., CERA



Are you ready for 2020? Visit [BeBallotReady.Vote](https://www.BeBallotReady.Vote)

From: David Siegel <dsiegel@runbeck.net>

Sent: Friday, October 9, 2020 4:37 PM

To: Chris Schiffhauer <cschiffhauer@runbeck.net>; Rey Valenzuela - RISCX <rvalenzuela@risc.maricopa.gov>

Cc: Celia Nabor - RISCX <cnabor@risc.maricopa.gov>; Gary Bilotta - RISCX <gbilotta@risc.maricopa.gov>; Mike Johnson - RISCX <mjohnson@risc.maricopa.gov>

Subject: RE: Verus Pro

Rey, as Chris mentioned he is working this right now. What is the impact if this is not available until Monday morning?

From: Chris Schiffhauer <cschiffhauer@runbeck.net>

Sent: Friday, October 9, 2020 4:34 PM

To: Gary Bilotta - RISCX <gbilotta@risc.maricopa.gov>; Mike Johnson <mjohnson@risc.maricopa.gov>; David Siegel <dsiegel@runbeck.net>; Rey Valenzuela <rvalenzuela@risc.maricopa.gov>

Cc: Celia Nabor - RISCX <cnabor@risc.maricopa.gov>

Subject: Re: Verus Pro

I'm adding David Siegel from Runbeck to the thread.

From: Chris Schiffhauer <cschiffhauer@runbeck.net>

Sent: Friday, October 9, 2020 16:26

To: Rey Valenzuela - RISCX; Gary Bilotta - RISCX; Mike Johnson

Cc: Celia Nabor - RISCX

Subject: RE: Verus Pro

Rey and team,

I fell behind schedule on this and need to set up the General Election on the server. It will take a few hours to set up. Until then the system won't deliver confidences. I'm working on the election set up now, is there anything I should do to help you work around the delay in the meantime?

Thank you,
Chris

From: Rey Valenzuela - RISCX <rvalenzuela@risc.maricopa.gov>

Sent: 9 October, 2020 16:22

To: Gary Bilotta - RISCX <gbilotta@risc.maricopa.gov>; Mike Johnson <mjohnson@risc.maricopa.gov>; Chris Schiffhauer <cschiffhauer@runbeck.net>

Cc: Celia Nabor - RISCX <cnabor@risc.maricopa.gov>

Subject: RE: Verus Pro

Since Celia is busy and to not hold on a reply... The answers is we are stating now.

Can you elaborate as to why that is being asked and instead, are you trying to tell us to hold?

Reynaldo Valenzuela Jr., CERA

Director of Elections (Election Services & Early Voting)



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Exhibit I

RETRIEVED FROM DEMOCRACYDOCKET.COM

SERIAL 220121-IGA PRINTING AND DISTRIBUTION OF ELECTION BALLOTS

DATE OF LAST REVISION: January 09, 2024

CONTRACT END DATE: January 31, 2026

CONTRACT PERIOD THROUGH ~~OCTOBER~~ JANUARY 31, 2023 2026

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **PRINTING AND DISTRIBUTION OF ELECTION BALLOTS**

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 **October 20, 2021 (Eff. 11/01/21)**.

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/mm
Attach

Copy to: Office of Procurement Services
Richard Greene, Recorder/Election Office

(Please remove Serial 10124-SS from your contract notebooks)



CONTRACT PRINTING AND DISTRIBUTION OF ELECTION BALLOTS 220121-IGA

This contract is entered into this 20th day of October 2021 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Runbeck Election Services, Inc., an Arizona corporation ("Contractor") for the purchase of printing and distribution of election ballots.

1.0 CONTRACT TERM

This contract is for a term of two years, beginning on the 1st of November 2021 and ending the 31st of ~~October~~ **January 2023 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 two years and three months (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of nine 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 request for fee adjustments (outside of paper costs) must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

Any request for fee adjustments (paper costs) must be submitted sixty (60) days prior to the current Contract annual anniversary dates. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (CWT price) or by performing a market survey.

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 – Pricing Sheet.

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
- Quantity
- Contract item number(s)
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Total amount due

5.3.2 Labor, services, and maintenance must be billed as a separate line item.

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

5.3.4 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 accessible from the County Department of Finance Vendor Registration Web Site <https://www.maricopa.gov/5169/Vendor-Information>.

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

5.3.6 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 the City 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 DUTIES

- 7.1 The Contractor shall perform all duties stated in Exhibit B – Scope of Work, or as otherwise directed in writing by the procurement officer.
- 7.2 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.

8.0 TERMS AND CONDITIONS

8.1 INDEMNIFICATION

- 8.1.1 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 reasonable attorneys' fees, court costs, expert witness fees, and the costs and reasonable attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes relating to the performance of this contract, subject to Arizona's comparative negligence laws.

- 8.1.2 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.
- 8.1.3 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.
- 8.1.4 The scope of this indemnification does not extend to the sole negligence of County.

8.2 INSURANCE

- 8.2.1 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.
- 8.2.2 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.
- 8.2.3 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.
- 8.2.4 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 8.2.5 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.
- 8.2.6 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.
- 8.2.7 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.

8.2.8 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.

8.2.9 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.

8.2.10 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.

8.2.11 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.

8.2.12 Workers' Compensation

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.

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.

8.2.13 Cyber, Network Security, and Privacy Liability

Cyber, Network Security and Privacy Liability Insurance with a limit of not less than \$5,000,000 per occurrence. The policy shall include, but not be limited to; coverage for all directors, officers, agents and employees of the Contractor, losses with respect to network risks (such as data breaches, unauthorized access or use, and ID theft of data), invasion of privacy (regardless of the type of media involved in the loss of private information), crisis management, identity theft response costs, breach notification costs, credit remediation, and credit monitoring, defense, and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, electronic data restoration expenses (data asset protection), network business interruption, computer fraud coverage, funds transfer loss, third-party fidelity, theft, no requirement for arrest and conviction, and loss outside the premises of the named insured.

8.2.14 Certificates of Insurance

8.2.14.1 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.

8.2.14.2 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.

8.2.14.3 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.

8.2.14.4 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

8.2.15 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 160 S. 4th Avenue **301 W. Jefferson St., Suite 700**, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

8.3 FORCE MAJEURE

8.3.1 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.

8.3.2 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.

8.3.3 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.

8.4 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.

8.5 PROCUREMENT CARD ORDERING CAPABILITY

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

8.6 INTERNET ORDERING CAPABILITY

County may opt to use the Internet to communicate and to place orders under this contract.

8.7 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.

8.8 PURCHASE ORDERS

8.8.1 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.

8.8.2 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.

8.9 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.

8.10 STOP WORK ORDER

8.10.1 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:

8.10.1.1 cancel the stop work order; or

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

8.10.1.3 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.

8.11 TERMINATION FOR CONVENIENCE

The County reserves the right to terminate the Contract, in whole or in part at any time, when it reasonably determines it is in the best interests of the County, without penalty or recourse. Upon receipt of written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The Contractor will be given at least one hundred and twenty (120) calendar days-notice of any termination for convenience.

8.12 TERMINATION FOR DEFAULT

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

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

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

8.12.1.3 perform any of the other provisions of this contract.

8.12.2 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.

8.13 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 reasonable price differential will be charged against the Contractor.

8.14 CONTRACTOR EMPLOYEE MANAGEMENT

- 8.14.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this contract.
- 8.14.2 If Contractor personnel's employment status changes, Contractor shall provide County a list of proposed replacements with equivalent or greater experience. County shall not unreasonably prevent Contractor from selecting the replacement of Contractor's choice.
- 8.14.3 Under no circumstances shall the implementation schedule to be impacted by a personnel change on the part of the Contractor.
- 8.14.4 Contractor shall not reassign any key personnel identified in their proposal without the express consent of the County. County shall not unreasonably prevent Contractor from reassigning any key personnel as Contractor sees fit.
- 8.14.5 County reserves the right to immediately remove from its premises any Contractor personnel it determines to be a risk to County operations.
- 8.14.6 County reserves the right to request the replacement of any Contractor personnel at any time, for any reason.

8.15 WARRANTY OF SERVICES

- 8.15.1 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.
- 8.15.2 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.

8.16 INSPECTION OF SERVICES

- 8.16.1 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.
- 8.16.2 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.
- 8.16.3 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:
 - 8.16.3.1 require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

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

8.16.4 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:

8.16.4.1 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

8.16.4.2 terminate the contract for default.

8.17 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.

8.18 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.

8.19 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.

8.20 SUBCONTRACTING

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

8.20.2 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.

8.21 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.

8.22 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.

8.23 RIGHTS IN DATA

8.23.1 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.

8.23.2 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.

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

8.24.1 In accordance with Section MC1-373 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.

8.24.2 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.

8.25 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.

8.26 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.

8.27 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.

8.28 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.

8.29 RELATIONSHIPS

8.29.1 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.

8.29.2 The County reserves the right to consult with Contractor on final approval of 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 previously approved by the County. County shall not unreasonably request Contractor staff be removed from County projects.

8.30 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 downloaded from the Arizona Memory Project at <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1.>)

8.31 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.

8.32 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

8.32.1 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:

8.32.1.1 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;

- 8.32.1.2 have not within a three-year period preceding this contract:
 - 8.32.1.2.1 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
 - 8.32.1.2.2 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;
- 8.32.1.3 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;
- 8.32.1.4 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
- 8.32.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, State or local) terminated for cause or default.

8.32.2 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.

8.32.3 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.

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

8.33.1 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.

8.33.2 The County retains the legal right to inspect documents of Contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 8.33.1 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.

8.34 CONTRACTOR LICENSE REQUIREMENT

8.34.1 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 Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.

8.35 INFLUENCE

8.35.1 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.

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

8.35.2.1 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.

8.35.3 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.

8.36 CONFIDENTIAL INFORMATION

8.36.1 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.

8.36.2 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.

8.36.3 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.

8.37 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.

8.38 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.

8.39 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.*

8.40 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.

8.41 PRICES

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

8.42 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.

8.43 ~~STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)~~

~~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.~~

8.44 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

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.

8.45 FORCED LABOR

8.45.1 **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.**

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

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

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

8.45.2.3 **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.**

8.45.3 **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.**

8.46 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 current with the System for Award Management www.sam.gov throughout the term of the contract.

8.47 RELIGIOUS ACTIVITIES

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

8.48 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.

8.49 EQUAL EMPLOYMENT OPPORTUNITY

8.49.1 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.

8.49.2 Contractor shall comply with the following provisions:

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

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

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

8.49.2.4 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.

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

8.50 CERTIFICATION REGARDING LOBBYING

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

8.50.1.1 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.

8.50.1.2 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.

8.50.1.3 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.

8.50.1.3.1 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.

8.51 **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. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

8.52 **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).

8.53 **INCORPORATION OF DOCUMENTS**

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

8.53.1.1 Exhibit A – Vendor Information and Pricing

8.53.1.2 Exhibit B – Scope of Work

8.53.1.3 Exhibit C – Disaster Recovery Plan

8.54 **NOTICES**

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

For County:

Maricopa County
Office of Procurement Services
160 S. 4th Avenue-301 W. Jefferson St., Suite 700
Phoenix, Arizona 85003-1647

For Contractor:
Runbeck Election Services, Inc.
Rizwan Fidai, Vice President of Sales
2800 S. 36th Street
Phoenix, Arizona 85034

RETRIEVED FROM DEMOCRACYDOCKET.COM

IN WITNESS WHEREOF, this contract is executed on the date s

CONTRACTOR

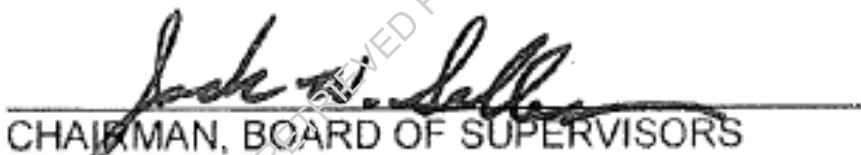

AUTHORIZED SIGNATURE

Rizwan Fidayi, Vice President of Sales
PRINTED NAME AND TITLE

2800 S 36th Street, Phoenix, AZ 85034
ADDRESS

10/19/21
DATE

MARICOPA COUNTY


CHAIRMAN, BOARD OF SUPERVISORS

OCT 20 2021
DATE

ATTESTED:

CLERK OF THE BOARD

OCT 20 2021
DATE

APPROVED AS TO FORM:

Randall B. Pennington
DEPUTY COUNTY ATTORNEY

October 19, 2021
DATE

RETRIEVED FROM DEMOCRACYDOCKET.COM

**EXHIBIT A
VENDOR INFORMATION AND PRICING**

SERIAL 220121-IGA	
NIGP CODE: 70069	
CONTRACTOR'S NAME:	Runbeck Election Services, Inc.
COUNTY VENDOR NUMBER:	VC0000001910
ADDRESS:	2800 S. 36 th St. Phoenix, AZ 85034
P.O. ADDRESS:	N/A
TELEPHONE NUMBER:	480-455-1095
FACSIMILE NUMBER:	602-437-1411
WEB SITE:	Runbeck.net
CONTACT (REPRESENTATIVE):	Rizwan Fidai, Vice President of Sales
REPRESENTATIVE'S E-MAIL ADDRESS:	rfidai@runbeck.net
PAYMENT TERMS: NET 30 DAYS	

1. Ballot Printing

Printing – 80# VoteSecure

- 1.1 11" – 19" Ballot = \$0.25 **\$0.275** per ballot card (Eff. 11-1-22),
- 1.2 >19" Ballot = \$0.29 **\$0.315** per ballot card (Eff. 11-1-22),
- 1.3 Test Decks 11"-19" Pre-filled (Furnished) = \$0.25 **\$0.275** (Eff. 11-1-22) per ballot card,
- 1.4 Test Decks >19" Pre-filled (Furnished) = \$0.29 **\$0.315** (Eff. 11-1-22) per ballot card,
- 1.5 Test Deck Programming Charges: \$150.00 per/hour,
- 1.6 PDF Change Fee = \$7,500,
- 1.7 Hard Copy Proofs 11" – 19" Ballot = \$0.25 **\$0.275** (Eff. 11-1-22) per ballot card,
- 1.8 Hard Copy Proofs >19" = \$0.29 **\$0.315** (Eff. 11-1-22) per ballot card,
- 1.9 Repository Art/Election Set-up = \$7,500 per election,
- 1.10 Official Ballots Preparation to include shrink wrap and packaging = additional \$0.04 per ballot card,
- 1.11 Roland VoteSecure Paper = \$0.01 per ballot card,
- 1.12 Paper Storage Fee = \$0.01 per ballot/blank stock ordered,
- 1.13 Ballot Guard™ (Support for Senate Bill 1819) = additional \$0.06 per ballot card,
- 1.14 11" – 19" Ballot Roland VoteSecure Paper, 100# = \$0.02 per ballot card (Addendum #1 Eff. 5-5-22)**

2. Blank Ballot Shells/Stock

If paper needs to be pre-printed with watermarks or any other requirements, an additional cost will be incurred based on the request.

- 2.1 Blank Sheet = \$0.15 per sheet
- 2.2 Blank Sheet Scored = \$0.18 per sheet
- 2.3 Charge for Roland VoteSecure Paper = additional \$0.01 per sheet

3. Outbound Ballot Mailing
 - Full Service OUTBOUND EV Mail Processing: Data Preparation, Insertion, Sorting
 - 3.1 Insertion of Voter Packet = \$0.24 per packet (3 pieces)
 - 3.2 Insertion cost for each additional insert beyond (3) Pieces Per Packet = \$0.10 per insert
 - 3.3 Label Files = \$1.00 each label emailed to Maricopa
 - 3.4 Database Set-up = \$7,500
 - 3.5 Supplemental Mailings (Post E-29) = Same as initial mailing
 - 3.6 Mailing Services = Included
 - 3.7 USPS Mailing Coordination = Included
 - 3.8 USPS Mailing Statements = Included
 - 3.9 Postage = Actual USPS Automation rates
 - 3.10 CASS Processing = \$0.005 per record
 - 3.11 Change of Address Fees (COA) = Incurred when registration is not cleansed. Varies per election.
 - 3.12 ACS Fees = \$0.035 per record charged quarterly
 - 3.13 Outbound TrackMyMail Fees = \$0.01 per record
 - 3.14 Inbound TrackMyMail Fees = \$0.01 per record
 - 3.15 Novus Setup Fee = \$300 per election

4. Inbound Mail Processing
 - Scanning, Sorting, and Packaging of Returned Early Ballots
 - 4.1 \$0.98 per piece

5. Envelopes
 - Overage of 3% Waste replacement.
 - 5.1 Outgoing/Carrier:
 - 5.1.1 <10M = ~~\$0.16~~ **\$0.18 (Eff. 11-1-22)** per piece,
 - 5.1.2 10M-50M = ~~\$0.14~~ **\$0.13 (Eff. 11-1-22)** per piece,
 - 5.1.3 >50M = ~~\$0.10~~ **\$0.12 (Eff. 11-1-22)** per piece,
 - 5.2 Affidavit (Green):
 - 5.2.1 <10M = ~~\$0.13~~ **\$0.15 (Eff. 11-1-22)** per piece,
 - 5.2.2 >10M = ~~\$0.08~~ **\$0.10 (Eff. 11-1-22)** per piece,
 - 5.3 Large Affidavit
 - 5.3.1 <100M = \$0.17 per piece
 - 5.3.2 Maricopa supplies the envelopes, we only imprint.
 - 5.3.3 USPS Mail Piece Consult and Design = Included
 - 5.3.4 Initial Envelope Composition = Included
 - 5.3.5 Changes to Composition = Included
 - 5.3.6 Large Affidavit envelopes are not reimbursed for waste.

6. Voting Instructions
 - 6.1 Instruction Insert 4 color, 60# Paper, without I Voted Sticker
 - 6.1.1 <100M = ~~\$0.18 per piece~~ **\$0.19 (Eff. 11-1-22)** per piece,
 - 6.1.2 100M-250M = ~~\$0.07~~ **\$0.08 (Eff. 11-1-22)** per piece
 - 6.1.3 >250M = ~~\$0.06~~ **\$0.07 (Eff. 11-1-22)** per piece,

- 6.2 Instruction Insert 4 color, 60# Paper, with I Voted Sticker (Print, Fold, Attach stickers)
 - 6.2.1 <100M = ~~\$0.19~~ **\$0.20 (Eff. 11-1-22)** per piece,
 - 6.2.2 100M-250M = ~~\$0.08~~ **\$0.09 (Eff. 11-1-22)** per piece
 - 6.2.3 >250M = ~~\$0.07~~ **\$0.08 (Eff. 11-1-22)** per piece

- 6.3 I Voted Stickers for Inserts
 - 6.3.1 <100M = \$0.19 per piece
 - 6.3.2 100M-250M = \$0.03 per piece
 - 6.3.3 >250M = \$0.02 per piece

- 6.4 I Voted Hand Out Stickers
 - 6.4.1 <100M = \$0.12 per piece
 - 6.4.2 100M-250M = \$0.03 per piece
 - 6.4.3 >250M = \$0.02 per piece

- 7. All Mail Inserts
 - 90# Springhill Index Paper, 4 Color
Minimum of \$100 for an order.
 - 7.1 <100M = ~~\$0.05~~ **\$0.06 (Eff. 11-1-22)** per piece
 - 7.2 100M-500M = ~~\$0.04~~ **\$0.05 (Eff. 11-1-22)** per piece
 - 7.3 >500M = ~~\$0.03~~ **\$0.04 (Eff. 11-1-22)** per piece

- 8. Postcards
 - Self-Mailer, 110# Paper, 4"x6", 4 color,
 - 8.1 \$0.18 per piece
 - 8.2 Set-up Fee = \$300 per election

Effective 11/01/2023

- 8.3 8.5"x5.5" printed on 9pt cover stock
\$0.05 per piece based on 2,500,000 est. count**

- 9. Full Text Insert (Booklet)
 - Books are stitched and tabbed and can vary in page count. Pricing is based on several factors, including size, quantity, paper costs and weight, and mailing specifications which vary from election to election.
 - 9.1 >1,000,000 = ~~\$0.13~~ **\$0.15 (Eff. 11-1-22)** per piece (48-page self-cover book. Ref: 1.15),

- 10. Sample Ballots
 - Printing & Mailing
Sample Ballots are priced based on several factors, including size, quantity, paper costs and weight, and mailing specifications which vary from election to election.

- 10.1 18" x 28" flat, 80# paper
 - Print, trim, fold, Mailing, CASS, and tabbing = ~~\$0.32~~ **\$0.34 (Eff. 11-1-22)** per piece, 22-1/4" x 17" flat, 70# paper

- 10.2 22-1/4" x 17" flat, 70# paper
 - Print, trim, fold, Mailing, CASS, and tabbing = ~~\$0.27~~ **\$0.29 (Eff. 11-1-22)** per piece, 8-1/2" x 14" flat, 70# paper

- 10.3 8-1/2" x 14" flat, 70# paper
 - Print, trim, fold Mailing, CASS, and tabbing = ~~\$0.23~~ **\$0.25 (Eff. 11-1-22)** per piece

11. 90-Day Notices

Print, Personalize, Perforate, Fold, Tab 2, Mail (self-mailer, not a letter) 8-1/2" x 11" folded to 8-1/2" x 5-1/2", 4 color, 9pt reply card, tabbed twice.

- 11.1 <100M = \$0.17 per piece
- 11.2 100M-500M = \$0.15 per piece
- 11.3 >500M = \$0.13 per piece

12. Publicity Pamphlets

Pamphlets are individually priced based on several factors, including page count, size, quantity, paper costs and weight, and mailing specifications which vary from Jurisdiction and election to election.

Runbeck will provide the County as well as schools, towns, and cities, with a quote that reflects the actual quantity and page count.

13. Once a Year Credit

Maricopa gets a credit at the beginning of every year on the first large job. Usually the Mail Processing ticket for March. Below is the job line description for the invoice along with the amount needed to enter in as a credit:

- 13.1 Annual Discount for Bond Requirement Waiver \$3,250.00

14. Shipping & Delivery Fees

- 14.1 Shipping/delivery fees will be charged based on requests from the county or associated job-related costs.

15. Pricing Adjustment

- 15.1 The parties expressly acknowledge and agree that if the cost of paper and/or envelopes increase, the price will be adjusted by that amount annually.

16. **Change of Address Assessments/Charges (COA) (Effective 11/14/2023)**

Beginning February 2018, USPS implemented the new mandatory address accuracy process, which requires every mail piece to be scrutinized for address mail accuracy, using what is called Streamlined Mail Acceptance.

When mail is dropped at the Phoenix post office, the pieces are scanned via the IMB barcode to prepare for mailing. During this processing, the Postal Service identifies and records information on pieces impacted by Change of Address (COA) records based on the address printed on the mail piece using the USPS Census Process. Move Update compliance is measured across all mailings within a calendar month. The Move Update standard requires the periodic matching of a mailer's address records with customer-filed Change-of-Address (COA) orders maintained by the Postal Service. A Move/Update error is logged when the address on the mail piece has not been updated due to a Change of Address (COA) record where the more current of the COA Move Effective and COA Create date is between 95 days and 18 months of the postage statement finalization date.

Every month, data is collected and reported on the Mailer Scorecard under the eDoc submitter's CRID (Runbeck) as well as the Mail Owner (Maricopa) view of the Mailer Scorecard. Currently, when the Move Update threshold exceeds .05% the pieces are assessed at an \$.08 per piece fee. This scorecard and assessment charge is then sent to Runbeck for payment. Runbeck will then

invoice Maricopa County’s assessment charges to the County. These charges cannot be determined prior to a mailing as it is per mailing based on the number of errors during processing.

Scanner (Addendum #2 Eff. 10-14-22)

Description	Quantity	Price
ImageTracDS 1210 (runs on local PC)	2	\$105,600.00
Scan DS 1210 (runs on local PC)	2	\$9,240.00
Product Management Hours	4	\$1,536.00
Total		\$116,376.00

Software Maintenance and Hardware Support

Description	Quantity	Extended
Annual SM & HS-Year 2	2	\$5,253.00
Annual SM & HS-Year 3	2	\$5,253.00
Annual SM & HS-Year 4	2	\$5,253.00
Annual SM & HS-Year 5	2	\$5,253.00

Pricing and Support Notes:

- Annual licensing for scanner related software is included
- Software response time shall be no later than next business day
- Preventive Maintenance for unit will be on site, annually
- Remote support included
- 90 Day Warranty is included. If a part needs to be replaced for any reason after 90 days, the County will be billed accordingly
- Consumables are not included
- Shipping costs for deliver to the desired location are the responsibility of the County
- All taxes are the responsibility of the County

Amendment #1 Eff. 07/01/2022

Background - Maricopa County purchased Runbeck’s Verus Pro application (“Software”) effective July 1, 2020 until June 30, 2021 for \$159,642 and from July 1, 2021 until June 30, 2022 for \$60,000 to verify if inbound mail packet signatures match the voter’s reference signature. Inbound signatures are assigned a score based on the verification; signatures with a score of 10 or higher are routed to a high-confidence manual signature verification queue, and signatures with a lower score are routed to a low-confidence signature verification queue.

Purpose - This additional SOW will add new functionality to Verus Pro, enabling it to detect if an inbound packet has a signature on it. This functionality will not depend on a reference image; it will analyze just the inbound image to assess if a signature is present.

Scope of Technical Tasks

1. Add the ability to detect if a signature is present on an inbound envelope image
2. Add the ability to export results of Signature Detection
 - a. Exported to CSV formatted text file
 - b. Contains the piece’s Tracking Number and Disposition Code (0=No Signature, 1=Signature Detected)
3. Add the ability to turn Signature Detection on or off
4. Add the ability to turn Signature Verification on or off

Resources - Like the existing Verus Pro application, the updated application will run in UAT and Production environments within Maricopa County’s network.

1. The Production environment will run on a standalone server. It will access inbound signatures from a share maintained by Maricopa County, and will automatically export Signature Detection results to a configured location on the same share.
2. The UAT environment will run on a standalone server. Test signatures will be loaded onto this same server, and Signature Detection results will export to a configured location on the same server as well. The UAT environment will be isolated to the single server and will not touch any shared resources.

Schedule - The application will be deployed for User Acceptance Testing by June 13, 2022. Testing feedback should be provided to Runbeck by June 17, 2022. Final changes and fixes will be completed and deployed to UAT by June 27, 2022. The application will be deployed to Production by July 1, 2022.

Acceptance Criteria

1. The system successfully exports Signature Detection results every five minutes.
2. The system processes at least 3,600 signatures/hour.
3. The system correctly assesses if a signature is present on at least 80% of inbound images.

Pricing – The fees for the Software shall be billed in accordance with the following pricing table:

Year Three	Year Four	Year Five (Optional)	Year Six (Optional)	Year Seven (Optional)
July 1, 2022 - June 30, 2023	July 1, 2023- October 31, 2023	November 1, 2023-October 31, 2024	November 1, 2024-October 31, 2025	November 1, 2025-January 30, 2026
\$103,500	\$34,500	\$103,500	\$103,500	\$25,875

The monthly fee for the Software is \$8,625. Client agrees to pay for the first twelve (12) months of service up front, for a total of \$103,500. This payment shall cover the following timeframe: July 1, 2022 through June 30, 2023.

Product	Price	Quantity	Year 1	Year 2	Year 3	Year 4	Year 5
Novus Annual Software License	\$60,000	1	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Novus Annual Hardware License and Maintenance	\$9,500	1	\$9,500	\$9,500	\$9,500	\$9,500	\$9,500
Oki 9650HDN	\$750	34	\$25,500	\$25,500	\$25,500	\$25,500	\$25,500
Lexmark CS923 (Yearly License & Support)	\$750	60	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
Oki B432 (Yearly License & Support)	\$750	450	\$337,500	\$337,500	\$337,500	\$337,500	\$337,500
Total			\$477,500	\$477,500	\$477,500	\$477,500	\$477,500

General Terms and Notes:

1. The County is responsible for consumables and parts and any applicable shipping costs related to such consumables and parts for the Sentio ballot and envelope printing on demand system.
2. The County is responsible for purchasing from Runbeck ballot stock and envelopes for use in the Sentio ballot printing on demand system and the envelope print process.
3. Runbeck will provide train the trainer curriculum for the County team. Up to three (3) train the trainer classes are included, per calendar year.
4. Election setup for each Sentio is the responsibility of the County.
5. Field support during an election is provided by the County.

- 6. Preventative Maintenance on the units is performed by Runbeck, once per year.
- 7. This printer will support the print width and length of the Dominion ImageCast ballot while

Purchasing Sentio Ballot Printing System	Year 1	Year 2	Year 3	Year 4
LEXMARK C4352 Sentio Solution including Runbeck's Proprietary Software (laptop not included)	\$ 7,500			
Custom Optional Transport Cart	\$ 3,000			
Windows Embedded Laptop	\$1,000			
Installation (per unit)	\$ 1,500			
Onsite Training (per PO)	\$ 1,500			
Annual Hardware & Software License Fee (per unit)	Included	\$ 750	\$ 750	\$ 750
TOTAL	\$ 14,500	\$ 750	\$ 750	\$ 750

simultaneously offering duplex print capability.

- 8. The Oki 9650 printer has had an end-of-life announcement in 2017; however, it maintains a serviceable runway of 7 years (December 31, 2023)
- 9. Applicable taxes are not included and, if applicable, are the responsibility of the County.
- 10. Election setup charges for each Sentio unit are waived.
- 11. Election setup charges for Novus are \$300 per election.
- 12. Ballots printed in the Runbeck production facility will use the Maricopa/Runbeck contract pricing for ballot printing.
- 13. For existing invoicing purposes, of the Novus Ballot Duplication System, the annualized date will be June through May.

Purchasing Sentio Ballot Printing System	Year 1	Year 2	Year 3	Year 4
LEXMARK C4150 Windows Embedded Laptop, Runbeck's Proprietary Software	\$ 7,500			
Optional Transport Case/Cart	\$ 2,500			
Shipping	TBD			
Installation	\$ 1,500			
Onsite Training (1 day)	\$ 1,500			
Annual Hardware & Software Licensing	Included	\$ 750	\$ 750	\$ 750
TOTAL	\$ 13,000	\$ 750	\$ 750	\$ 750

** Quantity 100- 250, 5% discount will apply
 Quantity 250- 400, additional 5% discount will apply
 Quantity 400 +, additional 5% discount will apply

Effective April 24, 2023

****Quantity 100- 250, 5% discount will not apply to services unless agreed by purchase order (PO)**
****Quantity 250- 400, additional 5% discount will not apply to services unless agreed by purchase order (PO)**
****Quantity 400 +, additional 5% discount will not apply to services unless agreed by purchase order (PO)**

Amendment #2 Eff. 07/26/2023

This additional SOW will add new MC AUDIT DELIVERY RECEIPT & MC AUDIT CHALLENGE RECEIPT. These reports will automatically be sent from the sorter to the FTP located in the Maricopa County Outbound folder called “EV Challenge and Audit Reports

Pricing – The fees for the Software shall be billed in accordance with the following pricing:

Component	Est Hours
New Elements in User Interface (UI)	4
UI Business Logic/Validation	7
Automated Delivery To SFTP	8
Internal Notifications	4
External (Customer) Notifications	4
Testing	9
25% Buffer	9
Total	45
Total @ \$175 per hour	\$7,875

RETRIEVED FROM DEMOCRACYDOCKET.COM

**EXHIBIT B
SCOPE OF WORK**

1.0 INTENT:

The intent of this contract is to perform the following:

- 1.1 The contractor shall, as applicable, provide for the printing, delivery, ballot on demand technology, and/or mailing of official election ballots, sample ballots, and any printing that is the result of litigation, early ballot inserts, early ballot envelopes (outgoing and incoming), and all other notices or items that are specifically related to early and in-person voting.
- 1.2 The Contractor shall provide for tracking of mailed early ballots (outgoing and incoming), mailing requirements preparation, sorting of returned early ballots (outgoing and incoming), and packaging of official election ballots.

2.0 SCOPE OF WORK:

2.1 GENERAL SPECIFICATIONS:

- 2.1.1 Contractor shall print all ballots for Maricopa County, Arizona. Authorized representatives from Maricopa County Office of Procurement Services and the Elections Department (MCED) may inspect Contractor's premises and equipment to verify Contract performance. MCED Director may designate MCED staff to be on site during any printing, mailing, inserting or otherwise.
- 2.1.2 Mailing of Early Ballots and Sample Ballots shall be from the United States Post Office at which MCED has the mailing permit.
- 2.1.3 Contractor shall have sufficient trucks to deliver all Ballots, Sample Ballots and Ballot Shells. All deliveries shall be made F.O.B. DESTINATION to the following locations:
 - 2.1.3.1 Pre-Printed Ballots - (When needed and requested)) All delivered to 315 West Buchanan Street, Phoenix.
 - 2.1.3.2 Sample Ballots - (Primary, General and, Presidential Preference) All delivered to U.S. Post Office with over runs to 315 West Buchanan Street, Phoenix.
 - 2.1.3.3 Ballot Shells - All delivered to 315 West Buchanan Street, Phoenix. (unless directed otherwise by MCED)
- 2.1.4 Errors made by the Contractor in printing and/or mailing, will be absorbed by Contractor, (i.e., all costs reprinting and/or re-mailing). The decision of the County shall be final and conclusive in deciding whether to reprint and/or re-mail in the event any Contractor error is discovered. If an error is found on election material caused by the MCED, a negotiated settlement between County and the Contractor shall take place for any additional amounts owed to the Contractor. The Contractor shall provide comprehensive documentation to allow the County to justify making any additional expenditure above or beyond the scope of the original terms of this Contract. The Contractor shall be compensated in an equitable manner for time, materials, labor and a reasonable profit associated with reprinting and/or re-mailing. Under no circumstances shall the County be held liable for errors made by the printer, or its subcontractors, for ballots printed or services provided which do not match proofs signed-off by MCED.
- 2.1.5 Contractor is to absorb all costs incurred for shipping/mailing or transferring information required to print ballots.

- 2.1.6 Contractor shall submit itemized invoices to the MCED for payment for all elections.
- 2.1.7 All originals, artwork, and images used in the production of the printing called for in this Contract shall remain and/or become the property of the County. The Contractor shall not destroy originals, photographs, artwork, negatives, paste-up, magnetic media, etc., without prior signature approval by an authorized MCED official.
- 2.1.8 Contractor shall have climate-controlled storage facilities sufficient to maintain ballot stock and/or ballot paper stock equal to 3 million ballots.
- 2.1.9 Contractor shall ensure the color designated for Primary Party colors meets approval of the authorized MCED official. The MCED will provide the exact color samples to be used. (Contractor shall obtain signature approval from the authorized MCED official for any Pan-tone Matching System (PMS) color used.)
- 2.1.10 Contractor shall not modify any ballot page without prior signature approval of the authorized MCED official.
- 2.1.11 Contractor shall retain sample ballot mailer overages for a minimum of 5 days after a given election with final destruction upon approval of MCED.
- 2.1.12 Ballot Shell quantities shall be guaranteed to match order quantity made when boxed and delivered.
- 2.1.13 Contractor shall print all Early Voting outgoing and incoming (affidavit) envelopes so to maintain the specifications required for automated inserting of the early voting ballots. The text and any artwork for these envelopes will be provided by MCED and final approval by MCED, of the envelope format, is required.
- 2.1.14 Contractor shall insure print quality on recycled paper does not change. Recycled paper will be used when reasonable to do so for non-ballot items and with the approval of MCED.
- 2.1.15 Contractor shall provide a contingency (Disaster Recovery) plan to MCED, coordinate said plan with the MCED, and provide expeditious emergency services to be exercised in the event of natural disaster, or other emergency, the causes of which are beyond the control of the Contractor and the MCED.
- 2.1.16 Contractor shall handle consolidation elections four (4) times per year and the Presidential Preference election every 4 years. The consolidated elections dates are:
 - 2.1.16.1 Second Tuesday in March;
 - 2.1.16.2 Third Tuesday in May;
 - 2.1.16.3 First Tuesday in August
 - 2.1.16.4 First Tuesday after the first Monday in November.
 - 2.1.16.5 The Presidential Preference election is held in the month of February of the year a Presidential General Election is held.
- 2.1.17 Ballot Print runs.
 - 2.1.17.1 Quantities are based on the best-known estimates available at this time of this solicitation.
 - 2.1.17.2 Test ballots for each of the ballot styles will be required for every election.

- 2.1.17.3 MCED will provide the Contractor an estimate print run sixty (60) days prior to each election
- 2.1.18 Contractor shall be able to translate ballot data from files provided by MCED. The files will be transferred to the Contractor via SFTP or by other secure electronic means as agreed upon by Contractor and MCED, in compliance with the procedures established by the Arizona Secretary of State for the secure transfer of data.
- 2.1.19 To maintain consistency within the early voting process, the Contractor shall print and mail all notices that are related to early voting such as the "90 Day Notice" that is specific to the Active Early Voting List (AEVL).
- 2.1.19.1 There are two versions of the "90 Day Notice". One version is for partisan primary AEVL voters who are not registered within a recognized party. Second version is a common non-partisan version that is used for AEVL voters who are registered within a recognized party and for all Jurisdictional "90 Day Notice" mailings.
- 2.1.19.2 Mailing of this "90 Day Notice" can occur twice a year. These mailings are to be completed at 90 days prior to the beginning of each election cycle (e.g., 90 days prior to a March election and 90 days prior to an August election). This notice is intended to notify AEVL voters of the two most current approaching elections.
- 2.1.19.3 MCED will provide the Contractor a mailing and data list in ASCII text format prior to each mailing. The file will be provided at a date and time agreed upon by the Contractor and MCED so to meet the required mailing deadline. The mailing list file will be provided to the Contractor via SFTP or by other secure electronic means as established by the Secretary of State or by other secure means that complies with the Arizona Secretary of State's specifications for the transfer of voting data.
- 2.1.19.4 The data required to be printed on the "90 Day Notice" is variable data specific to a given AEVL voter. Placement of this variable data onto this notice is preset based on the current form design. Any changes to this format are at the request of MCED only.
- 2.1.19.5 The text and information required for the "90 Day Notice" mailing is governed by state law and therefore the design and format of this mailing will be prescribed for by MCED. Current specifications are:
- Duplex
 - Page size - 8-1/2" X 11"
 - Folded Size – 8-1/2" X 5-1/2"
 - **Tab two per postal regulations (Effective 1-1-16)**
 - Quantity - Approx. 2,000,000 for a countywide election cycle
Prints 4/4
 - Art: Common copy will be provided as Adobe PDF files
 - Inkjet variable data – multiple fields
 - Print on 9pt reply card to meet postal requirements

2.1.20 When required prior to the mailing of any Early Ballots, Sample Ballots or “90-day Notice”, MCED will compare the mailing file against the National Change Of Address (NCOA) system. For mailing address that are rejected, Contractor when requested by MCED, will from a file provided by MCED, print two-sided variable data letters in three versions on 60# canary offset, fold letters and insert with furnished reply envelope into furnished window envelope. Mailing shall be from the United States Post Office at which MCED has a mailing permit. The mailing shall be Cass Certify, First Class Presort per pricing in Exhibit A.

2.2 CERTIFICATION REQUIREMENTS:

2.2.1 The Contractor shall be certified and hold a license from Dominion Voting Systems (“DOM”) as a printer for ballots that are prescribed for use with the DOM system that is currently deployed in MCED, which as of this contract is DOM Version 5.5B. All costs associated with the certification and licensing process shall be the responsibility of the Contractor.

2.2.2 During the certification process, DOM will provide the Contractor with the specifications for Ballot Printing and Ballots that are prescribed for use with the DOM system that is currently deployed in MCED, which as of this contract is DOM Version 5.5B. This current DOM 5.5B suite and system provides for Precinct-Based Tabulator (ICP2) ballots, Ballot Marking Device (ICX) ballots, and Central Count Tabulator ballots (Hi-Pro and Canon). The specifications in the manual provided by DOM are incorporated into this document by this reference.

2.3 BALLOT PRINTING SCHEDULE REQUIREMENTS:

2.3.1 Schedule of events is based on the best available data currently known. The Contractor will be kept informed of variations due to unforeseen factors. Turnaround times, as shown, shall be met without regard to weekends and/or holidays.

2.3.2 MCED will provide the Contractor a schedule of events not less than one hundred twenty (120) days prior to each election.

2.3.3 Deadline dates and printing turn-around times are set by State Statute (A.R.S. Titles 16 and 19). Therefore, Contractor will not be given a set number of days to print and deliver ballots, shells or sample ballots for each and every election. Contractor will be informed by MCED when notice of election is received by the MCED. The Contractor shall, under all circumstances, meet the statutory deadlines irrespective of the turn-around times.

2.3.4 The following timeframes are based on historical experience of the MCED and are intended only to assist the Contractor. These timeframes are estimates only and do not convey any guarantee they will be followed exactly.

2.3.4.1 Time Frame I (Best Case Scenario)

2.3.4.1.1 Primary Election: The MCED will begin passing (via SFTP login or by other secure electronic means as established by the Secretary of State), approximately 80% of the total precinct files to the Contractor approximately 75 days prior to the election. The remaining 20% will be sent to the Contractor approximately 65 days prior to the election.

2.3.4.1.2 General Election: The MCED will begin passing (via SFTP login or by other secure electronic means as established by the Secretary of State), approximately 50% of the total precinct files to the Contractor approximately 75 days prior

to the election. The remaining 50% will be sent to the Contractor approximately 60 days prior to the election.

2.3.4.1.3 Jurisdictional Election/Presidential Preference Election: The MCED will begin passing (via SFTP login or by other secure electronic means as established by the Secretary of State), approximately 80% of the total Consolidated Precinct Code (“CPC”) files to the Contractor approximately 75 days prior to the election. The remaining 20% will be sent to the Contractor approximately 65 days prior to the election.

2.3.4.2 Time Frame II (Worst Case Scenario)

2.3.4.2.1 Primary Election: The MCED will begin passing (via SFTP login or by other secure electronic means as established by the Secretary of State), approximately 50% of the total precinct files to the Contractor approximately 75 days prior to the election. The remaining 50% will be sent to the Contractor approximately 60 days prior to the election.

2.3.4.2.2 General Election: The MCED will begin passing (via SFTP login or by other secure electronic means as established by the Secretary of State), 100% of the total files for the back of the ballots) to the Contractor approximately 65 days prior to the election. The remaining files for front of the ballot(s) will be sent to the Contractor approximately 50 days prior to the election.

2.3.4.2.3 Jurisdictional Election/Presidential Preference Election: The MCED will begin passing (via SFTP login or by other secure electronic means as established by the Secretary of State), approximately 50% of the total Consolidated Precinct Code (“CPC”) files to the Contractor approximately 75 days prior to the election. The remaining 50% will be sent to the Contractor approximately 60 days prior to the election.

2.4 PRIMARY ELECTION BALLOTS:

Arizona’s Primary election is held on the **first** Tuesday in August in the even numbered years.

2.4.1 The Primary election may be double-sided and reach the maximum length of 22”. There may be at least three unique ballot styles for every political party in every voting precinct. One (1) containing the office of “Precinct Committeeman” (PC) when more candidates for that office file than there are seats to elect, which means that election for PC cannot be cancelled, one (1) that does not contain that office and one (1) for FED ONLY (Fed Office) voters of that political party.

2.4.2 The Primary election ballot produced for mail-out packets shall have a color stripe indicator in the header of the ballot to denote the different political parties entitled to candidates for the Primary and General elections. The County shall designate the colors to represent the political parties as they obtain ballot status. The colors that have been assigned to the three political parties that currently have ballot status in Maricopa County are Blue – Democratic Party, Salmon (Red) – Republican Party and Yellow - Libertarian Party. Other political parties may qualify requiring additional colors to be determined by the Arizona Secretary of State.

- 2.4.3 Primary elections that have jurisdictional candidates and issues on them may require an additional color stripe or color indicator to indicate ballots within the precinct that contain the jurisdictional candidates or issues.
- 2.4.4 There will also be “white striped” ballots for those precinct’s ballots that only contain a jurisdictional candidate or issue. This ballot is referred to as the Non-Partisan ballot or “City/Town Only” ballot that will contain only the jurisdictional candidates or issues.
- 2.4.5 The placement of the color stripe(s) or indicator on the ballots will be agreed upon by the Contractor and a designee of the MCED Director.

2.5 GENERAL ELECTION BALLOTS:

The General election is the first Tuesday after the first Monday in November of the even numbered years.

- 2.5.1 The General election ballot shall be white ballot stock, (8.5”), up to 22” in length and double-sided. There will be at least two (2) unique styles for every voting precinct. One for regular voters and one for FED ONLY (Fed Office) voters. There may be additional styles for those precincts that contain jurisdictional candidates and issues also known as splits. Those precincts, split by jurisdictional boundaries, will require a color stripe or indicator denoting the jurisdictional split. There may be more than one (1) jurisdictional split in a voting precinct. This will require a unique color stripe or indicator for each split in the voting precinct.
- 2.5.2 County will designate the color for the color stripes or indicators to be used in the General elections. The placement on the ballot will be agreed upon by the Contractor and MCED or their designee.
- 2.5.3 The number of candidates and issues on the General Election ballot may require that the ballot be printed on two pages to accommodate content. If the second page is required, the quantities would be the same as the quantities for the General Election Ballot.

2.6 JURISDICTIONAL BALLOTS/PRESIDENTIAL PREFERENCE BALLOTS:

Jurisdictional elections occur on the four (4) consolidated election dates. The quantity of jurisdictions that hold elections on these dates vary from election to election. The average per consolidated date varies with upwards of 1.5 million for off-year November School Bond/Override type elections and as little as 100,000 voters for all the other consolidated jurisdictional election dates. There can be as high as 50 vote centers or as little as 1 based on the election called by the jurisdiction themselves. The precincts used in jurisdictional elections are combined and are assigned a unique number called a Consolidated Precinct Code (“CPC”).

- 2.6.1 The ballot for jurisdictional elections will be white ballot stock, (8.5”) and vary in length from 16” to 22” in length
- 2.6.2 The jurisdictional ballots may require a color stripe or indicator to denote a split between jurisdictions. County will assign the color stripe or indicator when required. The placement of the color stripe or indicator on the ballot stock will be agreed upon by the Contractor and MCED.

2.6.3 Presidential Preference Ballots

2.6.3.1 The Presidential Preference Election is held in the month of February in the year of a Presidential General Election. The precinct in a Presidential Preference election is combined and are assigned a unique number called a Consolidated Precinct Code ("CPC").

2.7 SPECIALTY BALLOTS:

2.7.1 During the year, the County conducts elections for various private organizations, high schools and political parties. The ballots used will be consistent in width (8.5") but could vary from 16' to 22' in length. The groups that use these ballots are invoiced directly for the cost of production of the ballot.

2.7.2 The high schools and some of the political parties may also use the County generic ballot. These generic ballots are white ballot stock, standard width (8.5") and are set to be 14" length ballots. County can require and request approximately 35,000 of the generic ballots each year.

2.8 BALLOT SHELLS:

The use of Vote Centers for Early Voting and Election Day is the current model in place for elections. Vote Centers utilize a ballot on demand type of system that then requires blank ballot shells. The volume of in-person voting reached upwards of nearly 500,000 for the 2020 election cycle.

2.8.1 Ballot shells are used to produce the Early and Election Day Ballots at the Vote Centers to print the on-demand ballots. The ballot shells shall be the exact same dimensions as the other pre-printed ballots produced for the election in which they are to be used.

2.8.2 Quantities required for each election will be provided to the Contractor at least 90 calendar days prior to the election.

2.9 TEST BALLOTS:

2.9.1 The Ballot Order submitted by MCED will specify the quantity of Test Ballots required. The Test Ballots will be identified with the words "TEST BALLOT" printed in red ink in the header of each ballot. The Test ballots shall be boxed for delivery and the ballot style identified on the outside of the box. More than one ballot style may be included in a box with a separator between each style. The same ballot style may not be split between boxes.

2.9.2 The Test ballots will not be mixed with the other types of ballots when delivered to MCED, 315 West Buchanan Street Phoenix, Arizona. The Test Ballots shall be delivered no later than the 45th day prior to an election or on a date prescribed by MCED.

2.10 PACKAGING:

The Ballot Shells shall be boxed in quantities of 2100 per package and/or 1,200 per box. Each box will be labeled to identify its contents, shell size and quantity. The Ballot Shells and Test Ballots will be delivered to MCED Warehouse, 315 West Buchanan Street Phoenix, Arizona.

2.11 EARLY BALLOTS – PRINTING, FOLDING AND PACKAGING:

2.11.1 The quantity identified to use as early ballots will have the following words printed, stamped or ink-jetted in red at the top header of the ballot:

EARLY VOTING / VOTACIÓN TEMPRANA
 USE BLACK OR BLUE PEN ONLY / SOLO UTILICE PLUMA NEGRA O AZUL

MCED holds the right to modify this header text and if a change is required, MCED will provide modified text ahead of the date set for ballot file transfer.

2.11.2 The Early ballots will be folded to fit the return affidavit envelope.

2.11.3 When ballots are folded and creased, a ridge, which is visible when the ballot is unfolded, is formed by the fold. This ridge increases the caliper along the fold.

2.11.4 No fold shall interfere with any voting position.

2.11.5 The fold shall be positioned so as not to touch any voting position on either side of the ballot. The fold distance depends on the length of the ballot and the number of folds required to fit into the return affidavit envelope.

2.12 EARLY BALLOT INSERTS:

2.12.1 Every Early ballot that is mailed will have a “Voter Instructions” insert. There will also be additional inserts that may need to be included with the ballots. The General election early ballots will definitely require an additional insert with the full text of the propositions and measures on the ballot. In some jurisdictional elections an additional insert maybe required.

2.12.2 Voter Instruction Insert:

- Duplex
- Multi-page 8-1/2” X 11”
- Folded Size – to fit early ballot mail-out envelope
- Quantity-Approx.3500,000 to 4,500,000 for a Primary and General Election cycle etc.
- Prints 4/4
- Stock – 60# white offset
- “I Voted Early” stickers may be affixed to the insert. If so, the sticker must not touch the Early Ballot. RES will produce and provide the “I Voted Stickers”.

2.12.3 Full Text Insert:

Pamphlet Format (Countywide Elections-set for General Elections only)

- Final fold dimensions: **8 1/4 x 5**
- Page count may vary (past countywide election pamphlet page count of 48 pages)
- Folded/Printed Size—to fit early ballot mail-out envelope
- Quantity—Approximately **2,200,000** or more for a General Election to match total number of eligible AEVL voters on file for this Election.
- Prints 1/1 black
- Contractor will design and layout 8”1/4 X 5” pamphlet using text provided by MCED
- Paper Stock—30# newsprint, or comparable
- **Tab 1**

11" X 17" Sheet Format (Jurisdictional Elections)

- Final fold size—to fit early ballot mail-out envelope
- Quantity—varies with approximate quantity of 5,000 to 100,000
- Prints 1/1 black
- Duplex 11" X 17" full text insert - MCED will provide art as Adobe PDF files
- Paper Stock – 60# to 90# White

2.13 SAMPLE BALLOTS – PRINTING AND MAILING:

2.13.1 For countywide Primary and General Elections, a Sample Ballot will be mailed to each household with eligible registered voters that are not on the Active Early Voting List (AEVL). The Primary election requires a Sample Ballot for each party and a special Sample Ballot for those registered to vote as Independent, as “No Party Preference” or in a Political Party not entitled to ballot status.

2.13.2 The Special Primary Election Sample Ballot will contain a sample of all of the Political Party ballots for those political parties that are eligible for ballot status in the Primary election. This may be as few as two (2) or as many as there are parties that qualify for the ballot (past election highest eligible party count is six (6)). These Special Primary Sample Ballots shall be precinct specific. The Special Primary sample ballots may be reduced, and all parties may be contained on one or more pages. The Special Primary Sample Ballots do not have to be color specific for each of the political parties.

2.13.3 During the term of this Contract, the format for the Sample Ballot may be redesigned, as Federal and State legislation requiring additional information and languages is continually changing. The new format may require a booklet. MCED will work with the Contractor to design the Sample Ballot when, or if required.

2.13.4 Contractor shall deliver Sample Ballot mailers to Postal Facilities after quality review by MCED staff. (Proof provided prior to printing for proofing and sign-off by authorized MCED staff).

2.13.5 Contractor will determine with the County the most cost-efficient postal rate for each project.

2.13.6 Contractor shall deliver the original PS Form #3602 and Post Office receipt to MCED within 24 hours of each mailing.

2.13.7 Tabbing Tabs will be applied to self-mailers when required to qualify for postal discounts.

2.13.7.1 Primary Election Sample Ballot Specifications

- Duplex
- Flat Size: 10 1/2" x 28"
- Folded Size: 10 1/2" x 6 1/8"
- **Option to print on RES equipment**
Flat Size: 11x17
Folded Size: 5-1/2 x 8-1/2
- Quantity: Approximately **275,000 Stock: 70# Offset**
- Print party color stripe on white paper: Blue stripe for Democrats, Salmon stripe for Republicans, Yellow stripe for Libertarian and other colors as needed if other political parties qualify for ballot status.
- Prints: 1/1 black Precinct and party unique – 1200 precincts
- Art: Provided as a combination of electronic files: variable data provided in vendor ballot layout system, common copy provided as MS Word or Adobe PDF files.

- Variable print household address and closest Vote Center address.
- Mail at non-profit bulk rate.
- Tab two per postal regulation

2.13.7.2 Special Primary (for non-affiliated voters) Sample Ballot Specifications

- Duplex
- 17-3/4" x 20-1/2", folded to 6 x 10-1/4 (self-mailer so no envelope)
Quantity: Approximately 600,000
- Prints: 3/1
- Stock: 70# White Offset
- Art: Provided as a combination of electronic files: variable data provided in vendor ballot layout system, common copy provided as MS Word or Adobe PDF files.
- Precinct unique: Currently 748 precincts.
- Variable print household address and closest Vote Center address.
- Mail at non-profit bulk.
- Tab two per postal regulation

2.13.7.3 General Election Sample Ballot Specifications

- Duplex
- Flat Size: 20" x 28"
- Folded Size: 10 1/4" x 5 3/4"
- **Option to print on RES equipment**
Flat Size: 25 x 20
Folded Size: 6-1/4 x 10
- Quantity: Approximately Print Quantity - **500,000 (Effective 1-1-16)** Approximate Mail Quantity - **460,000**
- Prints: 1/1 black
- Stock: **70#** white offset
- Art: Provided as a combination of electronic file: variable data provided in vendor ballot layout system, common copy provided as MS Word or Adobe PDF files.
- Variable print household address and closest Vote Center address.
- Mail at non-profit bulk rate.
- Tab two per postal regulation

2.13.7.4 Jurisdictional Sample Ballot Specifications (No longer used with All Mail Elections)

2.13.7.5 Presidential Preference (Previously referred to as Legal Size on spreadsheet)

- Duplex
- Flat size: 8 1/2" x 14"
- Folded size: 3 1/2" x 8 1/2"
- **70#** white offset
- Print 4/4, Black + Party color bar
- One Version per party
- Inkjet address in black and polling place address in red.
- Mail at non-profit bulk.
- Tab two per postal regulation

2.14 EARLY BALLOT INSERTING, TRACKING, MAILING (OUTBOUND):

In order to meet the ever-increasing demand for mailing of early ballots, MCED requires an automated process to accurately insert and track the early ballots through the U.S. Postal system. MCED will only be charged for early ballots actually created and equal to the number of packets inserted.

2.14.1 The outbound processing will be performed in a secure and access restricted facility provided by the Contractor. The facility shall be able to house up to four (4) MCED employees. MCED will provide a security guard starting when the early ballots are delivered and may last up to a week after Election Day. During this period, a security guard will, at minimum, be present for normal business hours and depending on the election type, may also be present for 24/7 shifts. Measures need to be in place to accommodate this security guard and shift requirement. The facility may be inspected, and tours given by MCED employees during this time-period.

2.14.2 Each of the early ballots will have the ballot style number bar-coded in the header. The automated insert process and machine will be required to read the barcode and match it with the ballot style number for the early ballot applicant to insure, that the applicant is receiving the correct ballot.

2.14.3 The early ballot, early ballot enclosure(s) and the return affidavit envelope will be inserted into the mailing envelope. If the packet is intended to be mailed through the U.S. Postal Service, the mailing envelope will then be addressed, and a U.S. Postal Service track-able code will be affixed to the envelope when quantities allow for such (minimum quantity required to mail with track-able coding). The code must allow the mailed early ballots to be tracked through the U.S. Postal System. An image of the completed packet will be captured for archive and tracking purposes.

2.14.3.1 The U.S. Postal Service track-able code must be track-able by MCED through a web service or other agreed upon method that allows for MCED to access the status of an outgoing mail piece.

2.14.3.2 Tracking data must be available through an entire election cycle (e.g., March through May, August through November) and accessible for up to 30 days past the end of the last election date within a given election cycle.

2.14.4 The early ballot packets will vary in type. The packet types will be coded in the data file and each packet type may require different handling, different inserts or a different type of mailing. Some packets will mail through the U.S. Postal System, some will be picked up by MCED for hand delivery and some will be picked up for International mailing. Specific handling and packet type codes will be provided by MCED to the Contractor and types are subject to change. Out-sorting of the various packet types will be required.

2.14.5 Delivery to the U.S. Postal Service may be under the supervision of the MCED employees assigned to work at the Contractor's facility.

2.14.6 UOCAVA Voter (Uniformed and Overseas Citizens Absentee Voting Act) early ballots shall begin mailing no later than forty-five (45) days prior to the election.

2.14.6.1 MCED will begin providing the Contractor, at least fifty-six (56) days prior to the election, with a file of registered UOCAVA voters who have requested that an early ballot be mailed or electronically delivered to them. Additional files will be provided through the Monday prior to Election Day. Files provided after the forty-fifth (45th) day prior to the

election shall, depending on the delivery method requested by the voter, be processed and available for MCED pickup or mailed no later than forty-eight (48) hours after receipt.

2.14.6.2 The Overseas UOCAVA packet types are picked up by MCED for International mailing.

2.14.7 Domestic Voter early ballots shall begin mailing between 25 and 27 days prior to the election.

2.14.7.1 MCED will begin providing the Contractor with a file of registered voters who have requested that an early ballot be mailed to them at least 45 days prior to the election. Additional files will be provided daily through the eleventh (11th) day prior to the election. Files provided after the twenty-sixth (26th) day prior to the election shall be processed, and in the mail no later than forty-eight (48) hours after receipt.

2.14.7.2 For those ballots mailing through the U.S. Postal Service, delivery to the U.S. Postal Service or the arrangement of on-site postal review and acceptance of mail pieces is the responsibility of the Contractor.

2.14.8 In order to fit the current ballot dimensions and to maintain the ability to automate the inserting process, envelopes must meet the following specifications:

Carrier (Mail-out) Envelope: 6 1/16" X 11 1/8" – 2/0, Black + 485 red. Open Window on back of envelope at 1 1/4" X 5". Ceilo Window on front of envelope at 1 3/4" X 2 5/16".24# canary wove

Affidavit (Return) Envelope: 5-7/8 x 9-1/2" 2/2 black + 485 red 24# green wove

2.15 EARLY BALLOT PROCESSING (INBOUND):

2.15.1 The inbound processing will be performed in a secure and access restricted facility provided by the Contractor. The facility shall be able to house up to four (4) MCED employees. MCED will provide a security guard starting when the early ballots are delivered and may last up to a week after Election Day. During this period, a security guard will, at minimum, be present for normal business hours and depending on the election type, may also be present for 24/7 shifts. Measures need to be in place to accommodate this security guard and shift requirement. The facility may be inspected, and tours given by MCED employees during this time-period.

2.15.2 MCED will pick up the returned early ballot affidavit envelopes from the U.S. Post Office and deliver them to the Contractor's secure facility utilizing chain of custody logs that the Contractor will participate in completing.

2.15.3 The Contractor will scan the returned early ballots to capture the signatures and have the system look for out-of-spec packets that are overweight or underweight. The early ballot affidavit envelopes that are found to be out-of-spec will be systematically out stacked and returned to MCED daily along with a data file that identifies these specific packets. For all other scanned packets that are valid, an electronic file of scanned signatures will be sent daily to MCED using the procedure established by the Arizona Secretary of State for the transmission of election data.

2.15.4 MCED, using the electronic file of scanned signatures, will compare the signatures to the voter's registration affidavits and flag each record as accepted or not accepted using various disposition codes as established by MCED. The file will then be returned to the Contractor. The Contractor will sort the affidavit envelopes

based on the various disposition codes and remove those “not accepted” to be picked up by MCED for further processing. The “accepted” returned affidavit envelopes will be sorted into lots of not more than 200 per batch. Each lot of 200 will be packaged with a control audit sheet. The packaged “accepted” affidavit envelopes will be transported by MCED to MCED, 510 South 3rd Avenue, Phoenix for processing.

- 2.15.4.1 The control audit sheet format is to be designed in concert with MCED to ensure that all needed data is present. All packaged trays and control slips must have a unique and auditable identifier assigned or associated with them.
 - 2.15.5 Early ballots may be turned in at the polls on Election Day. These early ballots will be delivered to the Contractor hourly after the Vote Centers close for larger elections and for smaller jurisdictional elections, may be delivered the day after the election. Arrangements will be made ahead of the election utilizing the RES Elections Planning form. These early ballots will follow the above 2.15.3 and 2.15.4 scanning and sorting scheme.
 - 2.15.6 Those early ballots that are received via the mail up to 10 days after Election Day may be required to be scanned by the Contractor and sent to MCED in an electronic file. MCED will then disposition these packets as “Late” using a designated code. These “Late” packets do not require sorting or signature verification processing but do require packaging for pickup by MCED
 - 2.15.7 Traditionally, 85% of the early ballots mailed-out are voted and returned. In non-countywide elections, there are between 30% and 60% returned. The Primary election has approximately 30% to 75% returns. The General election has 80% to 95% returns.
- 2.16 EARLY BALLOT PROCESSING (AUTOMATION REQUIREMENTS):
- 2.16.1 MCED uses computer automation to send/receive Early Voting files with its designated contractor. This includes the following file types:
 - 2.16.1.1 Mail Requests Data File – This file will contain all Early Ballot requests that need to be processed and mailed by the Early Voting Contractor. This file includes a variety of different ballot codes that will require distinct processing by the vendor.
 - 2.16.1.2 Counter Requests Data File – This file will contain all Early Ballot requests that need to be processed by the Early Voting Contractor. These are requests for on-site voted and sealed early ballots. The requests will be followed by the physical packet.
 - 2.16.1.3 Early Voting Mailed File - This file will contain all ballots that were mailed by the Early Voting Contractor. This will include the packet ID, date mailed and the U.S. Postal Service track-able code.
 - 2.16.1.4 Early Voting Returns Data File – This file will include all packets that were returned and scanned by the Early Voting Contractor. These files are signature verified by MCED.
 - 2.16.1.5 Early Voting Returns Signature File – This file will include all clipped signature images that match the records contained in the Early Voting Returns Data File. These images will be in a .TIF format.
 - 2.16.1.6 Early Voting Out-of-Spec Data File – This file will include all packets that were marked spoiled by the Voter or were not within the specified requirements as issued by MCED.

- 2.16.1.7 Early Voting Processed Returns Data File – This file will include the exact records sent to MCED in the Early Voting Returns Data File, and a variety of signature verification dispositions that the Early Voting Contractor will use for processing the returned ballots.
- 2.16.1.8 Early Voting Ballot Storage Batch File - This file will include the information about the batch the early voting envelope will be stored in.
- 2.16.1.9 Early Voting Full Affidavit Image File – This file will include all full early voting affidavit envelope images that must be captured for a given election. These images will be in a .TIF format.
- 2.16.2 All files inbound/outbound will be in a zipped format and will be accessed via SFTP or by other secure electronic means as established by the Secretary of State.
- 2.16.3 All files transferred at a given time will require real-time email conformation to a selected distribution list. This notification provides for both MCED and its Early Ballot Contractor the information on the exact date/time, number of files, and types of files that are being transferred and ready for processing.
- 2.16.4 All clipped and full envelope images will be sent daily during the inbound and outbound scan process, via SFTP, to MCED for the purpose of downloading and storing the data. Retention of these images will be maintained by the Contractor until MCED has verified receipt and validity of the images provided via the secure method.
- 2.16.5 Storage folder names and file name convention for all of the above files will be provided by MCED in concert and collaboration with RES.

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Exhibit C

Disaster Recovery Plan

- 1.0 Runbeck Election Services (RES) has developed a Disaster Recovery Plan (DRP) for Maricopa County that anticipates multiple possible events from facility disasters to loss of data events. Each will be addressed in detail within this document.

Our Disaster Recovery Plan encompasses the following major categories:

- Data including Maricopa County early voting request data, in process data, ballot files and all other electronic information necessary for the production of multiple versions of ballots and the processing of outgoing and incoming mail packets.
- Business continuity including the ability to resume ballot production and mail processing at an alternative location.
- Materials recovery to include having access to specialized paper and mailing supplies required by Maricopa County
- Human Resources to include deployment of key individuals to any back up facilities

2.0 DATA

RES's DRP for data is multi-tiered and is designed to minimize data loss, allow for rapid recovery of production processes and to know the disposition of each piece within the production cycle; to guard against duplication or non-fulfillment of any portion of the project.

3.0 SERVERS

RES will have two back up servers for all data and file recovery needs. Because of the unique relationship between RES and Maricopa County, we will back up all applicable information directly to a server designated by Maricopa County within their facility. This will allow for direct access to the information by the county and on RES' behalf as necessary based on circumstances. The second backup server will be at a secure offsite location RES utilizes for the backup of mission critical data and files. The connection to this external server is through a dedicated circuit and adheres to the security requirements of the county.

4.0 SCHEDULE

All data will be backed up every night at a time when it is least likely to interrupt production processes, typically between the hours of midnight and 4AM. Because of production schedules, it

is sometimes necessary for RES to work 24 hours per day. In those periods, backups will be done in a staged fashion, coordinating different back up processes with production activities happening in the facility. If necessary, production will be stopped to allow the backup process to occur.

5.0 DATA TYPES FOR BACKUP

Following is the data that RES expects to back up as part of this DRP for Maricopa County:

- Actual prepped and approved ballot files-These are files approved for printing and already backed up. These files will be backed up only when there are changes to the previously backed up files.
- Early Voting request files-This is the data file RES receives from Maricopa County for the printing, assembly and processing of ballots for voters that are either on the AEVL or make a request for a one-time Early Voting Ballot to be mailed.
- Processed outgoing files-These are files that have been processed through the print, insertion and sorting equipment. The purpose of backing up this data is to enable RES to

accurately determine the status of any project for management at either a backup location or our own location when we resume production.

- Processed return mail files-These are files that represent those EV ballots that have been returned by the voter and are in various stages of processing.
- Image Files-All outbound and inbound image files that are captured by the sorting system in binary format.
- Internal production documentation-This is information that details the requirements of a project. These files are backed up as part of RES' internal corporate back up and will be backed up to the Runbeck recovery server only.

6.0 BUSINESS CONTINUITY

The DRP allows for RES to resume production and mailing as soon as practical after a disaster event utilizing a number of local and non-local alternatives. The goal of the Business Continuity plan is to minimize disruption of all mission critical production processes.

7.0 LOCATIONS AND FACILITIES

7.1 RES will ensure the continued production of Maricopa County's projects using a combination of long- standing partnerships and our own facilities located outside of Maricopa County when necessary. Each facility has many years of ballot printing and mailing experience. In addition, the combinations of backup partners encompass all types of production equipment and processes needed to produce the products required by the county, adhering to strict parameters for quality and schedules required.

7.2. In the event RES needs to transition production and mailing of Maricopa County's projects to an offsite location, we will look to our local partners first followed by eastern options. If necessary, we will split work across locations to facilitate completion in the most efficient manner possible.

7.3. It is anticipated that when coupled with other elements of this DRP, RES will be able to resume production within 6-72 hours depending on the nature of the disruption.

8.0 MATERIALS

Materials required to produce Maricopa County's ballots, EV packets and related materials are unique and not readily available in the marketplace. In order to ensure we have the proper materials available to resume production as quickly as possible, we will warehouse a portion of all critical items off site. Following is a list of critical materials that are needed for resumption of work and our plan for off-site storage:

- **Ballot Paper**-RES manufactures paper to meet Maricopa's unique specifications. RES maintains inventory based on 150% of estimated future short-term needs. In order to ensure we have access to paper we split the storage of the paper between our facility in Tempe and the paper merchant's facility in West Phoenix. In addition, RES has access to paper that is not the preferred choice of Maricopa County but is approved by the tabulation company.
- **Envelopes**-The outgoing and affidavit reply envelopes used by Maricopa County are customized in both their construction and the image printed on them. Typically, the county orders large amounts of envelopes to cover multiple elections. In order to ensure we have access to the envelopes if needed, we will split the storage of these similar to how we propose to handle paper. With agreement from Maricopa County, envelopes can also be stored at the Maricopa County warehouse. This would allow for 24-hour access to materials.
- **Ancillary printed products**-These are the pieces we print for Maricopa County that are used for a variety of purposes, mostly for insertion into Early Voting packets. These items are

typically produced on paper that is readily available or can be substituted as necessary. However, Maricopa County orders large quantities of instruction inserts for multiple elections. They also order approximately 1,000,000 Full Text inserts for a general election to be used over a period of several weeks. With agreement from Maricopa County, a portion of these two items can be stored at the Maricopa County Elections warehouse.

9.0 **HUMAN RESOURCES**

The last element of our DRP is ensuring that our DRP partners have access to the knowledge RES possesses relative to Maricopa County's requirements and the election business in general. Should we need to execute on our DRP RES will assign our key employees to those facilities where recovery activities occur to provide management and leadership as needed. In addition, we will use our production and project management staff in the same fashion, augmenting staff at our outside partners and allowing our project management personnel to continue performing their function within a different facility.

10.0 **FINAL COMMENTS**

Disaster recovery is a necessary and critical component of all business continuity planning. Continuing to meet deadlines and conduct elections as planned – in spite of natural or man-made disasters – is the purpose and objective. This plan ensures we will meet your needs even when unexpected events occur.

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www.Runbeck.net ■ 877-230-8737
2800 S. 36th Street, Phoenix, AZ 85034

Addendum No. 1

To: Maricopa County
Attention: Kevin Tyne, Chief Procurement Officer
Contract Title: Serial 220121-IGA Printing and Distribution of Election Ballots
Contractor: Runbeck Election Services, Inc.
2800 S. 36th Street
Phoenix, AZ 85034

In accordance with the above referenced contract, this Addendum No. 1, when properly executed, amends the original contract to insert the following language in Exhibit A, Section 1, after subsection 1.13:


1.14 11" – 19" Ballot Roll and VoteSecure Paper, 100# = \$0.02 per ballot card

Addendum shall become effective on the date of the parties' signature below. Except as otherwise modified herein, all terms and conditions of the original contract, including Addendum No. 1, remain in force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 1 to the Agreement.

Runbeck Election Services, Inc.

Maricopa County, AZ

By:  DocuSigned by: [Signature]



Title: Vice President of Sales

Director, Maricopa County, OPS

Date: 5/5/2022

May 4, 2022

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www.Runbeck.net ■ 877-230-8737
 2800 S. 36th Street, Phoenix, AZ 85034

Amendment No. 1

To: Maricopa County ("Client")
 Attention: Kevin Tyne, Chief Procurement Officer
 Contract Title: Serial 220121-IGA Printing and Distribution of Election Ballots
 Contractor: Runbeck Election Services, Inc.
 2800 S. 36th Street
 Phoenix, AZ 85034

In accordance with the above referenced Sale and Purchase Agreement ("Agreement"), this Amendment No. 1, when properly executed, amends the original Agreement to incorporate the following additional Statement of Work ("SOW"), and sets forth the terms and conditions that are in addition to those terms and conditions set forth in the original Agreement, and shall become effective on the date of the parties' signature below. Except as otherwise amended herein, all terms and conditions of the original Agreement, including Addendum No. 1 remain in force and effect.

The parties agree to the following:

Background - Maricopa County purchased Runbeck's Verus Pro application ("Software") effective July 1, 2020 until June 30, 2021 for \$159,642 and from July 1, 2021 until June 30, 2022 for \$60,000 to verify if inbound mail packet signatures match the voter's reference signature. Inbound signatures are assigned a score based on the verification; signatures with a score of 10 or higher are routed to a high-confidence manual signature verification queue, and signatures with a lower score are routed to a low-confidence signature verification queue.

Purpose - This additional SOW will add new functionality to Verus Pro, enabling it to detect if an inbound packet has a signature on it. This functionality will not depend on a reference image; it will analyze just the inbound image to assess if a signature is present.

Scope of Technical Tasks

1. Add the ability to detect if a signature is present on an inbound envelope image
2. Add the ability to export results of Signature Detection
 - a. Exported to CSV formatted text file
 - b. Contains the piece's Tracking Number and Disposition Code (0=No Signature, 1=Signature Detected)
3. Add the ability to turn Signature Detection on or off
4. Add the ability to turn Signature Verification on or off

Resources - Like the existing Verus Pro application, the updated application will run in UAT and Production environments within Maricopa County's network.

1. The Production environment will run on a standalone server. It will access inbound signatures from a share maintained by Maricopa County, and will automatically export Signature Detection results to a configured location on the same share.
2. The UAT environment will run on a standalone server. Test signatures will be loaded onto this same server, and Signature Detection results will export to a configured location on the same server as well. The UAT environment will be isolated to the single server and will not touch any shared resources.

DocuSign Envelope ID: 3C02E232-1669-43B4-A71B-9F6458276E04

Schedule - The application will be deployed for User Acceptance Testing by June 13, 2022. Testing feedback should be provided to Runbeck by June 17, 2022. Final changes and fixes will be completed and deployed to UAT by June 27, 2022. The application will be deployed to Production by July 1, 2022.

Acceptance Criteria

1. The system successfully exports Signature Detection results every five minutes.
2. The system processes at least 3,600 signatures/hour.
3. The system correctly assesses if a signature is present on at least 80% of inbound images.

Pricing – The fees for the Software shall be billed in accordance with the following pricing table:

Year Three	Year Four	Year Five (Optional)	Year Six (Optional)	Year Seven (Optional)
July 1, 2022 - June 30, 2023	July 1, 2023- October 31, 2023	November 1, 2023- October 31, 2024	November 1, 2024- October 31, 2025	November 1, 2025- January 30, 2026
\$103,500	\$34,500	\$103,500	\$103,500	\$25,875


The monthly fee for the Software is \$8,625. Client agrees to pay for the first twelve (12) months of service up front, for a total of \$103,500. This payment shall cover the following timeframe: July 1, 2022 through June 30, 2023.

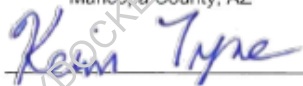
Effective Date – This Amendment No. 1, when fully executed, is effective as of July 1, 2022.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement.

Runbeck Election Services, Inc.

Maricopa County, AZ

Signed By:  _____

 _____

Printed Name: Rizwan Fidai _____

Kevin Tyne _____

Title: Vice President of Sales _____

Director, Maricopa County, OPS

Date: 6/20/2022 _____

June 21, 2022 _____

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www.Runbeck.net ■ 877-230-8737
 2800 S. 36th Street, Phoenix, AZ 85034

Addendum No. 2

To: Maricopa County
 Attention: Kevin Tyne, Chief Procurement Officer
 Contract Title: Serial 220121-IGA Printing and Distribution of Election Ballots
 Contractor: Runbeck Election Services, Inc.
 2800 S. 36th Street
 Phoenix, AZ 85034

In accordance with the above referenced contract, this Addendum No. 2, when properly executed, amends the original contract to add the following language in Exhibit A, Section 16, (Eff.10-14-22).

Description	Quantity	Price
ImageTracDS 1210 (runs on local PC)	2	\$105,800.00
Scan DS 1210 (runs on local PC)	2	\$9,240.00
Product Management Hours	4	\$1,536.00
Total		\$116,376.00

Software Maintenance and Hardware Support

Description	Quantity	Extended
Annual SM & HS-Year 2	2	\$5,253.00
Annual SM & HS-Year 3	2	\$5,253.00
Annual SM & HS-Year 4	2	\$5,253.00
Annual SM & HS-Year 5	2	\$5,253.00

Pricing and Support Notes:

- Annual licensing for scanner related software is included
- Software response time shall be no later than next business day
- Preventive Maintenance for unit will be on site, annually
- Remote support included
- 90 Day Warranty is included. If a part needs to be replaced for any reason after 90 days, the County will be billed accordingly
- Consumables are not included
- Shipping costs for deliver to the desired location are the responsibility of the County
- All taxes are the responsibility of the County


Addendum No. 2 shall become effective on the date specified herein. Except as otherwise modified herein, all terms and conditions of the original contract, including Addendum No. 2, remain in force and effect.

DocuSign Envelope ID: C318AC28-2FC1-40F5-9C60-6ADB309C794D

IN WITNESS WHEREOF, the parties have executed this Addendum No. 2 to the Agreement.

Runbeck Election Services, Inc.

Maricopa County, AZ

By: 
Rizwan Firdat

By: 
Kevin Tyne

Title: Vice President of Sales

Director, Maricopa County, OPS

Date: 10/14/2022

10/14/2022

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Amendment No. 2

To: Maricopa County ("Client")
Attention: Kevin Tyne, Chief Procurement Officer
Contract Title: Serial 220121-IGA Printing and Distribution of Election Ballots
Contractor: Runbeck Election Services, LLC
2800 S. 36th Street
Phoenix, AZ 85034

In accordance with the above referenced Sale and Purchase Agreement ("Agreement"), Amendment No. 1 and this Amendment No. 2, when properly executed, amends the original Agreement to incorporate the following additional Statement of Work ("SOW"), and sets forth the terms and conditions that are in addition to those terms and conditions set forth in the original Agreement, and shall become effective on the date of the parties' signature below. Except as otherwise amended herein, all terms and conditions of the original Agreement, Amendment No. 1, including Amendment No. 2 remain in force and effect.

The parties agree to the following:

Background - Runbeck Election Services, LLC (the "Contractor"), currently holds Contract Serial No. 220121-IGA for Printing and Distribution of Election Ballots with Maricopa County ("County") entered into on October 20, 2021 (hereinafter the "Contract") and effective November 1, 2021. The Contract currently has an expiration date of January 31, 2026. It also provides terms that the County and Contractor may amend the Contract, if amendments are put in writing, approved, and signed by both parties.

Purpose - This additional SOW will add new MC AUDIT DELIVERY RECEIPT & MC AUDIT CHALLENGE RECEIPT. These reports will automatically be sent from the sorter to the FTP located in the Maricopa County Outbound folder called "EV Challenge and Audit Reports."



Pricing – The fees for the Software shall be billed in accordance with the following pricing:

Component	Est Hours
New Elements in User Interface (UI)	4
UI Business Logic/Validation	7
Automated Delivery To SFTP	8
Internal Notifications	4
External (Customer) Notifications	4
Testing	9
25% Buffer	9
Total	45
Total @ \$175 per hour	\$7,875

Effective Date – This Amendment No. 2, when fully executed, is effective as of July 26, 2023.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Agreement.

	Runbeck Election Services, LLC	Maricopa County, AZ
Signed by:		
Printed Name:	<u>Rizwan Fidai</u>	<u>Kevin Tyne</u>
Title:	<u>Vice President of Sales</u>	<u>Director, OPS</u>
Date:	<u>12/6/2023</u>	<u>12/8/2023</u>



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RUNBECK ELECTION SERVICES, INC., 2800 S. 36TH ST., PHOENIX, AZ 85034

PRICING SHEET: NIGP CODE 70069

Terms: NET 30
Vendor Number: VC0000001910
Certificates of Insurance Required
Contract Period: To cover the period ending ~~October~~ **January 31, 2023 2026.**

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Exhibit J

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IN THE SUPERIOR COURT OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

In the Matter re:)
)
Kari Lake,)
)
Contestant/Plaintiff,))
)
vs.)
)
Katie Hobbs, personally as)
Contestee and in her official)
as the Secretary of State;)
et al.,)
)
Defendants.)
-----)

CV2022-095403

Phoenix, Arizona
May 17, 2023 - PM

REPORTER'S TRANSCRIPT OF PROCEEDINGS
TRIAL (day 1)
BEFORE: THE HONORABLE PETER THOMPSON

REPORTED BY:
LUZ FRANCO, RMR, CRR
Certificate No. 50591

(Copy)

1 COUNSEL APPEARING:

2

3 OLSEN LAW, P.C.

4 By: Mr. Kurt Olsen (pro hac vice)

5

6 BLEHM LAW, PLLC

7 By: Mr. Bryan Blehm

8

9 Attorneys for Contestant/Plaintiff

10

11

12 PERKINS COIE LLP

13 By: Ms. Alexis E. Danneman

14

15 ELIAS LAW GROUP LLP

16 By: Ms. Elena Rodriguez Armenta

17

18 BURGESS LAW GROUP

19 By: Ms. Emily Craiger

20

21 SHERMAN & HOWARD LLC

22 By: Mr. Craig Morgan

23 Mr. Jake Rapp

24 Ms. Shayna Stuart

25

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Maricopa County Attorney's Office

By: Mr. Thomas Liddy

Mr. Joseph LaRue

Ms. Karen Hartman-Tellez

Mr. Jack L. O'Connor

Ms. Rosa Aguilar

Attorneys for Defendants

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1 I N D E X O F E X A M I N A T I O N

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7	W. ANDREW MYERS, Having been called on behalf of the	
8	Plaintiffs	
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1 Q. All right. Mr. Valenzuela, A.R.S. 16-550, it
2 says that if the signature is inconsistent with the
3 elector's signature, that you're supposed to do something
4 specific; is that correct?

5 A. We're supposed to make a reasonable effort to
6 reach out to the voter to allow them to secure their
7 signature.

8 Q. Okay.

9 A. Or verify their identity in that case.

10 Q. All right. And that's your legal standard,
11 correct?

12 A. Correct.

13 Q. Once it's rejected, you have to reach out?

14 Oh, real quick. Do you cure early in-person
15 ballots?

16 A. Do we cure early in-person?

17 Q. Yes.

18 A. Those are not cured because, as required in
19 statute, we check signature, but also those individuals,
20 as is required for in-person voting, provide proof of
21 identity, photo ID, state ID, driver's license. So we
22 cannot challenge that proof of identity through the
23 signature because they have provided in person that --
24 that documentation.

25 Q. Right.

1 And those are ballots that go in a signed
2 envelope?

3 A. They go onto a specific special, what we call, a
4 counter envelope.

5 Q. Okay. And so they have a different signature
6 verification process?

7 A. They do in the sense that they are -- again, if
8 there were some that are questioned, they would not -- we
9 are not -- as outlined, it's a -- I will say an antiquated
10 part in the process and statute.

11 Q. Understood.

12 A. Yeah.

13 Q. Okay. Now, that leads me to another question
14 really quickly, and that is, would these still go back to
15 Runbeck for processing and scanning?

16 A. They -- they would indeed for not just signature
17 verification but also for retention and archive.

18 Q. All right. And then Runbeck would scan -- and
19 we're talking about now these early in-person ballots,
20 right? We're on the same sheet of music, Ray?

21 A. Yes.

22 Q. Thank you.

23 All right. And so these ballots would then
24 go to Runbeck, be scanned, and they would be -- the -- the
25 signature would be e-mailed to you or however they do it?

1 A. Securely transferred for signature verification.

2 Q. All right. Do you have a -- do you have a
3 process whereby you just bulk upload those signatures,
4 instead of having somebody approve them?

5 A. They're considered counter -- counter in-person
6 signatures. So then those come in, and they get approved
7 to that degree because they've already proven identity as
8 the necessary means --

9 Q. All right.

10 A. -- of statute and EPM.

11 Q. Understood. Understood.

12 And so they -- you know, somebody would
13 look at all those. They would get a list from Runbeck; is
14 that correct, of all those ballots by number?

15 A. I'm -- I apologize. There's no list ever -- I'm
16 not sure what I'm following. A list provided?

17 Q. Okay. How -- how do you -- how do you sort those
18 in your -- in your -- in your system because when you --
19 when a ballot is -- is approved, you notify Runbeck,
20 correct?

21 A. We send the file back with the disposition code
22 set that we set.

23 Q. All right. And then Runbeck sends you back the
24 ballot?

25 A. You sort those down to the disposition we have

1 set.

2 Q. Okay. And that is because, when it gets approved
3 in your system, it sends it to Runbeck?

4 A. When it has gone through the multi layers of
5 phases --

6 MR. LIDDY: Objection, Your Honor.

7 Relevance.

8 BY MR. BLEHM:

9 Q. Okay. What I'm looking for is when -- I'm sorry.
10 I think my hearing aid died.

11 THE COURT: Same thing. We're nearing a --
12 a point here as far as --

13 MR. BLEHM: Okay.

14 THE COURT: -- the process.

15 MR. BLEHM: Thank you, Your Honor. The
16 reason I'm trying to better understand the process is to
17 better understand data. But I -- I understand, Your
18 Honor.

19 It's 4 o'clock. May I just ask the Court
20 what time it plans to kick me out today?

21 THE COURT: Usually 4:30.

22 MR. BLEHM: 4:30?

23 THE COURT: You put that so -- so kindly.

24 MR. BLEHM: I --

25 THE COURT: 4:30 we usually end trial for

1 the day.

2 MR. BLEHM: Okay.

3 THE COURT: Where are we with regard to
4 finishing because I know that we -- you have to finish
5 with this witness, the State may call him back as far as
6 their case in chief, and you still have your expert to put
7 on.

8 MR. BLEHM: Correct.

9 THE COURT: Do you envision if we -- are you
10 asking me if we leave early today, are we able to finish
11 up tomorrow? Is that what you're posing, or are you
12 asking me how long --

13 MR. BLEHM: Oh, no, Your Honor. I could
14 stay here doing this all day, but I just -- I just wanted
15 sort of a best guess of what time we're going to have to
16 wrap up today because Mr. --

17 THE COURT: 4:30.

18 MR. BLEHM: 4:30.

19 THE COURT: That's when I will pull the plug
20 if you're still going.

21 MR. BLEHM: Okay.

22 THE COURT: And then to the -- we got to
23 come back again tomorrow.

24 MR. BLEHM: All right. All right. I'll try
25 to speed it up, Your Honor.

Exhibit K

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IN THE SUPERIOR COURT OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

In the Matter re:)
)
Kari Lake,)
)
Contestant/Plaintiff,))
)
vs.)
)
Katie Hobbs, personally as)
Contestee and in her official)
as the Secretary of State;)
et al.,)
)
Defendants.)
-----)

CV2022-095403

Phoenix, Arizona
May 19, 2023 - AM

REPORTER'S TRANSCRIPT OF PROCEEDINGS
TRIAL (day 3)
BEFORE: THE HONORABLE PETER THOMPSON

REPORTED BY:
LUZ FRANCO, RMR, CRR
Certificate No. 50591

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1 I N D E X O F E X A M I N A T I O N

2 WITNESS PAGE3 RAY VALENZUELA, Having been called on behalf of the
4 Defendants (Cont'g)5 Cont'g Direct Examination by Mr. Liddy 6
6 Cross-examination by Mr. Blehm 53
7 Redirect Examination by Mr. Liddy 109

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1 mean, obviously, increase over the primary and in the 20s,
2 30s to grow that temp staff for that process.

3 Q. And, in fact, was the temp staff grown for the
4 process for the general election 2022?

5 A. It was, indeed.

6 Q. And as you sit here today, do you know how many
7 temporary and permanent employees were used in the 2022
8 general election signature verification?

9 A. We had 155 user, if you will, assigned to that
10 process.

11 Q. Okay. And I want to know what we're talking
12 about here.

13 When you say "user," are you referring to
14 level I signature review verify?

15 A. Correct. And for clarification, actually, it
16 would be 153 human users. There were two system users
17 also identified in there but 153 individuals that would
18 have been tasked with -- or could assist with level I
19 review.

20 Q. 153 employees that did this?

21 A. Yes.

22 Q. And then you mentioned two additional users.

23 Can you explain for the Court what those two
24 additional users are?

25 A. Yeah. So we have a -- what we call a batch

1 processing and a system processing user, if you will.
2 They are categorized for -- for identification. As an
3 example -- and I think it may have been presented by the
4 other witness -- that there are 44,799 records that had
5 zero seconds.

6 That is because those 44,799 individuals
7 were in-person counter votes that came in and showed ID.
8 So we don't signature verify. We don't go against that
9 grain. We don't say, oh, well, your signature has changed
10 so even though you proved your identity, which is the
11 purpose of the process, those automatically get moved into
12 and identified as good sig pass, if you will.

13 Q. So the law allows for an individual voter to
14 verify their signature in a manner other than signing
15 the -- outside of the green envelope?

16 A. Actually, the law mandates that for in-person
17 early voting -- and it's a recent change, couple years --
18 that they must show proof of identity by show -- similar
19 to as if you were voting on election day; however, they
20 still use the affidavit envelope because they are voting
21 early.

22 Q. So they use the affidavit envelope but has the
23 box for the signature, but they've already proven their
24 identity as lawful voters in the process, correct?

25 A. That's correct. And those then are zero-second

1 approvals because they're not required. They have already
2 proven identity.

3 Q. So, even though they've already proven their
4 identity, their green affidavit envelope still goes down
5 for level I review?

6 A. No. Those -- those are actually submitted as
7 good signature through a system process. They're
8 identified at check-in that they are in-person early.

9 Q. And that -- when they're identified, how does the
10 system of Maricopa County signature verification record
11 the time it took to verify that person's identity?

12 A. It would be a batch process that would -- that
13 would -- from that check-in through that in-person site
14 book, e-poll book, if you will, then that will identify
15 that they have also captured that they provided that proof
16 of identity. That then data file will go up as if -- and
17 entered into as a good sig through the system.

18 Q. Okay. Now, you mentioned that there were two
19 users that were not among the 153. You just described
20 one.

21 What's the other one?

22 A. The others is our internal -- what we call our
23 internal good signature process, and that's reserved for,
24 for the most part, our military and overseas voters.

25 Q. What is a military and overseas voter?