



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 09/05/2023

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

**\*Contractor/Vendor Name/Grantor (DBA):**

City of Tucson

**\*Project Title/Description:**

Intergovernmental agreement (IGA) between Pima County and the City of Tucson for the Pima County Attorney's Victim Services Division.

**\*Purpose:**

To provide financial support to the Pima County Attorney's Office for the Victim Services Program for fiscal year 2024.

**\*Procurement Method:**

This IGA is a Non-Procurement contract and not subject to Procurement rules.

**\*Program Goals/Predicted Outcomes:**

- 1) To provide crisis intervention and supportive services to clients (e.g., victims, witnesses and family members).
- 2) To provide training to program volunteers.
- 3) Quality Volunteer Performance

**\*Public Benefit:**

Provides funding to support direct services to crime victims.

**\*Metrics Available to Measure Performance:**

Quarterly reports measuring the total number of: Client contacts, Tucson City clients, unincorporated Pima County clients, Other clients, program volunteers, volunteer hours, saving provided by volunteers.

**\*Retroactive:**

Yes. Due to County and Contractor had delays finalizing the scope of services. Due to these delays, County was unable to submit amendment to the Board before the commencement date.

TO: COB 8.23.23 (3)

vers.: 2

pgs.: 5

GMI approves  
(signature) 8/23/23

AUG23 23PM0205 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

**Contract / Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount \$ \_\_\_\_\_ \* ☐ Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required:** \_\_\_\_\_

Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? ☐ Yes ☐ No  
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☐ No  
If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: CTN Department Code: PCA Contract Number (i.e., 15-123): 22-136  
Amendment No.: 1 AMS Version No.: 2  
Commencement Date: 07/01/2023 New Termination Date: 06/30/2024  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense ☒ Revenue ☒ Increase ☐ Decrease

Amount This Amendment: \$ 24,900.00

Is there revenue included? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_

**\*Funding Source(s) required:** \_\_\_\_\_

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_  
☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

**\*All Funding Source(s) required:** \_\_\_\_\_

\*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Star Romero

Department: Pima County Attorney's Office

Telephone: 724-6000

Department Director Signature: Nicole Heath

Digitally signed by Nicole Heath  
Date: 2023.08.16 11:23:43 -07'00'

Date: \_\_\_\_\_

Deputy County Administrator Signature: \_\_\_\_\_

Date: \_\_\_\_\_

County Administrator Signature: \_\_\_\_\_

Date: 8/17/23

ADOPTED BY THE  
MAYOR AND COUNCIL

July 18, 2023

RESOLUTION NO. 23640

RELATING TO OUTSIDE AGENCY ACTIVITIES; AUTHORIZING AND APPROVING THE FINANCIAL PARTICIPATION AGREEMENTS BETWEEN THE CITY OF TUCSON AND VARIOUS OUTSIDE AGENCIES (PIMA ASSOCIATION OF GOVERNMENTS; AND THE ARTS FOUNDATION FOR TUCSON AND SOUTHERN ARIZONA) AND AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUCSON AND PIMA COUNTY FOR THE VICTIM SERVICES PROGRAM; FOR FISCAL YEAR 2023/24; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Financial Participation Agreement attached hereto as Exhibit A, for financial participation for FY 2023/24 with Pima Association of Governments, in the amount of \$298,000 is approved.

SECTION 2. The Financial Participation Agreement attached hereto as Exhibit B, for financial participation for FY 2023/24 with the Arts Foundation for Tucson and Southern Arizona ("AFTSA"), in the amount of \$430,000 is approved. AFTSA will have the opportunity to earn additional funding during Fiscal Year 2023/24. Once the City's share of Transient Occupancy Tax (TOT) and half of the hotel/motel room surcharge revenues combined are greater than \$9.4 million, the City will share 10% of the combined increase (TOT and half of the hotel/motel room surcharge) with AFTSA to be paid in Fiscal Year 2023/24. The City will pay AFTSA their share of the additional revenue upon completion of the City's Fiscal Year 2022/23 audited financial statements. AFTSA will set aside 15% of the additional revenues for City public art maintenance.

SECTION 3. The Intergovernmental Agreement with Pima County for Victim Services, attached hereto as Exhibit C, in the amount of \$24,900, is approved.

SECTION 4. Upon written approval of the City Attorney as to the form of the Agreements and upon the execution of the Agreements by the Agencies named therein, the Mayor is authorized and directed to execute the documents on behalf of the City of Tucson, and the City Clerk is authorized and directed to countersign the same.

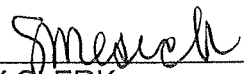
SECTION 5. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 6. WHEREAS, it is necessary for the preservation for the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist, and this resolution shall be effective immediately upon its passage and adoption.

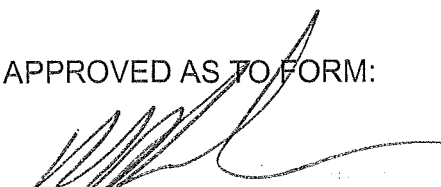
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, July 18, 2023.

  
\_\_\_\_\_  
MAYOR

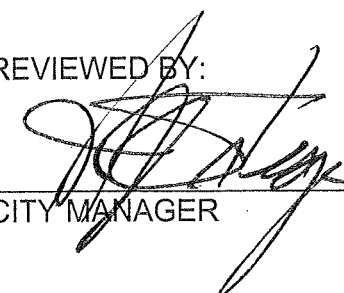
ATTEST

  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

REVIEWED BY:

  
\_\_\_\_\_  
CITY MANAGER

JS/av  
07/03/2023

**CITY OF TUCSON**  
**FINANCIAL PARTICIPATION AGREEMENT**  
**Fiscal Year 2024**  
**(Contract Number 19382)**

**THIS AGREEMENT**, made and entered into this 18<sup>th</sup> day of July, 2023, by and between the City of Tucson, a municipal corporation, hereinafter called the "City" and the **Pima Association of Governments**, hereinafter called the "**Agency**".

**WITNESSETH**

**WHEREAS**, it has been determined that the activities of the **Agency** are mandated by the Federal or State government in the public interest, and are such as to improve and promote the public welfare of the City; and

**WHEREAS**, the Mayor and Council have determined that to financially participate in the promotion of the activities of the **Agency** is a public purpose in that the activities confer direct benefit of a general character to a significant part of the public:

**NOW THEREFORE**, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto do mutually agree as follows:

**Section 1: Statement of Purpose**

The Pima Association of Governments (PAG) provides a forum for discussion and study of regional issues of mutual interest to local governments in Pima County. It is organized to maximize efficiency in governmental operations, plan for the solution of regional problems, facilitate cooperative agreement among the member governments, and prepare for future growth and development in Pima County. It is the federally designated Metropolitan Planning Organization for the Tucson urban area. Federal certification of PAG's transportation planning process enables local governments to expend federal transportation funds within the region. Providing the federally mandated services described below ensures that the region is in compliance with federal requirements and, therefore, eligible to receive a return of significant share of tax revenues from federal and state sources, including the Federal Transit Administration, the Federal Highway Administration, the Arizona Highway User Revenue Fund, and others.

**CITY OF TUCSON**  
**FINANCIAL PARTICIPATION AGREEMENT**  
**Fiscal Year 2024**  
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**Section 2: Services To Be Performed By The Agency**

Agency performance measures for Fiscal Year 2024 are as follows:

| <b>KEY MEASURES OF PERFORMANCE</b> | <b>ADOPTED<br/>FY 2023</b> | <b>PROPOSED<br/>FY 2024</b> |
|------------------------------------|----------------------------|-----------------------------|
|------------------------------------|----------------------------|-----------------------------|

**ENVIRONMENTAL PLANNING**

**Watershed Planning**

|  |  |  |
|--|--|--|
| Provide technical support and research to advance a better understanding of specific watershed issues. Research topics to be agreed to and specific outputs/level of effort/schedule to be identified in the PAG Overall Work Program. | As defined in Adopted Overall Work Program | As defined in Adopted Overall Work Program |
|--|--|--|

|   |   |   |
|---|---|---|
| Staff water quality advisory committees including the Environmental Planning Advisory Committee, Watershed Planning Subcommittee, Stormwater Management Working Group and public forums as they are needed. | 6 | 6 |
|---|---|---|

|   |   |   |
|---|---|---|
| Prepare and maintain Areawide Water Quality Management Plan (208) to ensure that proposed projects are reviewed for consistency; amendments of the 208 plan are processed; and the integrity of the 208 plan is maintained. | 1 | 1 |
|---|---|---|

|  |           |           |
|--|-----------|-----------|
| Provide intergovernmental coordination, liaison, and reviews. Respond to requests for information from public agencies. Examples include: review of proposed plans, rules, legislation; preparation of comment letters; hosting and facilitating meetings. | As needed | As needed |
|--|-----------|-----------|

|  |           |           |
|--|-----------|-----------|
| Provide public information on water quality and water resources through dissemination of information through various venues, e.g., Web-based platforms, public library, events, professional meetings and presentations. | As needed | As needed |
|--|-----------|-----------|

**Air Quality Planning**

**CITY OF TUCSON**  
**FINANCIAL PARTICIPATION AGREEMENT**  
**Fiscal Year 2024**  
**(Contract Number 19382)**

| <b>KEY MEASURES OF PERFORMANCE</b>   | <b>ADOPTED<br/>FY 2023</b> | <b>PROPOSED<br/>FY 2024</b> |
|--|----------------------------|-----------------------------|
| Provide area-wide planning, coordination and education for the jurisdictions through Environmental Planning Advisory Committee, Air Quality Subcommittee, and related activities.            | 4 meetings                 | 4 meetings                  |
| Provide transportation conformity analyses, technical services and reports for the 5-year Transportation Improvement Program (TIP) and 2045 Regional Mobility and Accessibility Plan (RMAP). | As needed                  | As needed                   |
| Coordinate long-range air quality planning efforts and tasks as identified in the PAG Overall Work Program, with particular attention to greenhouse gas reporting                            | As needed                  | As needed                   |

**CITY OF TUCSON**  
**FINANCIAL PARTICIPATION AGREEMENT**  
**Fiscal Year 2024**  
**(Contract Number 19382)**

| <b>KEY MEASURES OF PERFORMANCE</b>  | <b>ADOPTED<br/>FY 2023</b>   | <b>PROPOSED<br/>FY 2024</b>  |
|---|--|--|
| <b>Short-Range Transportation Planning</b><br>Develop and maintain the short-range five-year Transportation Improvement Program (TIP), including any amendments, updates and analyses as required pursuant to PAG's role as the regional Metropolitan Planning Organization.  | 1  | 1  |
| Consistent with regional policy, coordinate project submittals and review/ranking procedures for approval and implementation of the Regional Transportation Alternatives Grant and Transportation Art-By-Youth programs as funding is available.  | Coordinate TIP development   | Coordinate TIP development   |
| Coordinate project submittals and review/ranking procedures for approval and implementation of regional submittals for the state-administered Transportation Assistant Fund (LTAF II), if available, and Transit Assistance for Elderly and Disabled (5310) programs.   | Manage the submittal and evaluation process  | Manage the submittal and evaluation process  |
| Monitor and facilitate regional programs for pavement management, transportation operations and safety, Intelligent Transportation Systems, including supporting and coordinating jurisdictional efforts in planning for fiber infrastructure needs, access management and various corridor or other special planning studies as they are identified. | Oversee implementation of Congestion Management Plan and Pavement Management program | Oversee implementation of Congestion Management Plan and Pavement Management program |
| Monitor and update financial ledgers detailing availability of and use of regional funds for projects, programs and/or studies included in the TIP.   | Monthly  | Monthly  |

**CITY OF TUCSON**  
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| <b>KEY MEASURES OF PERFORMANCE</b>  | <b>ADOPTED<br/>FY 2023</b>         | <b>PROPOSED<br/>FY 2024</b>        |
|---|------------------------------------|------------------------------------|
| <b>Long-Range Transportation Planning</b><br>Develop and maintain the long-range Regional Mobility and Accessibility Plan (RMAP), including any amendments, updates and analyses as required pursuant to PAG's role as the regional Metropolitan Planning Organization. | Coordinate continuous update cycle | Coordinate continuous update cycle |
| Develop and maintain the Financial Plan component of the RMAP.  | On-going                           | On-going                           |
| Prepare regular updates on an as needed basis to multi-modal component plans of the long-range plan, including the regional Bicycle Plan, the regional Pedestrian Plan, the RMAP, the Long-Range Regional Transit Plan and the Regional Freight Plan.                   | As needed                          | As needed                          |
| Maintain and share regional transportation performance measures as part of the federal Transportation Performance Management Program.   | On-going                           | On-going                           |
| <b>Regional Transportation Authority Support</b><br>Support, monitor and facilitate activities of the Regional Transportation Authority (RTA).  | Ongoing                            | Ongoing                            |
| <b>Travel Demand Management</b><br>Identify and develop potential travel demand management strategies and programs (such as the Sun Rideshare Program) aimed at reducing the impacts of congestion, reducing travel demand, and promoting alternate mode usage.         | Ongoing                            | Ongoing                            |

**CITY OF TUCSON**  
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| <b>KEY MEASURES OF PERFORMANCE</b>   | <b>ADOPTED<br/>FY 2023</b>   | <b>PROPOSED<br/>FY 2024</b>  |
|--|--|--|
| Provide timely responses to data requests from the general public, private sector and the jurisdictions.   | As needed and provide imagery  | As needed and provide imagery  |
| Provide training for the local jurisdictions and other GIS stakeholders on complex GIS software and analysis procedures.   | As needed  | As needed  |
| <b>Travel Demand Modeling</b>  |  |  |
| Update and maintain accurate and timely travel data, including annual traffic (vehicle, bicycle, pedestrian and freight) counts and intersection delay.<br>Provide modeling outputs at the request of jurisdictions, including information about transit accessibility | Ongoing  | Ongoing  |
| <b>Data Services</b>   |  |  |
| Produce accurate, timely estimates and forecasts of population in coordination with partner jurisdictions; integrate Census 2020 data.   | As needed annually and including preparation for Census data analysis                    | As needed annually and including preparation for Census data analysis                    |
| Enhance the region's tools for analyzing land use and development trends in partnership with jurisdictions, especially transportation and air quality impacts.   | Continue to update and maintain the regional land use model and related web-based tools. | Continue to update and maintain the regional land use model and related web-based tools. |
| Provide timely responses to data requests from the general public, private sector and the jurisdictions.   | As needed  | As needed  |
| <b>Regional Growth Planning and Coordination</b>   |  |  |
| Develop strategies and provide resources to better coordinate land use, transportation and utility infrastructure planning with partner jurisdictions, agencies and utility providers in the region.   | Ongoing  | Ongoing  |

**CITY OF TUCSON**  
**FINANCIAL PARTICIPATION AGREEMENT**  
**Fiscal Year 2024**  
**(Contract Number 19382)**

| <b>KEY MEASURES OF PERFORMANCE</b>   | <b>ADOPTED<br/>FY 2023</b>              | <b>PROPOSED<br/>FY 2024</b>             |
|--|---|---|
| <b>Communications</b>  |   |   |
| Produce an annual report describing key accomplishments by PAG and the RTA.                              | 1                                       | 1                                       |
| Produce quarterly newsletters describing key PAG and regional projects and events.                       | 4                                       | 4                                       |
| Enhance and coordinate ongoing communications among the regional agencies, especially in transportation. | Ongoing                                 | Ongoing                                 |
| Prepare press releases for announcing PAG and RTA events and news.                                       | As needed                               | As needed                               |
| Manage public involvement requirements for PAG and RTA.  | As needed for TIP, RMAP and other plans | As needed for TIP, RMAP and other plans |

**Section 3: Services to be Provided by the City**

A sum of money in the amount of Two Hundred Ninety-eight Thousand Dollars (\$298,000).

**Section 4: Responsibility for Open Records**

The **Agency** agrees to make open to the public all records relating to any funds directly received from the City that the **Agency** distributes to other organizations or individuals.

**Section 5: Evaluation Criteria and Reporting**

In order to assess the impact of the **Agency's** programs, the City reserves the right to evaluate performance, and to have access to all pertinent information necessary to make evaluations.

The **Agency** agrees to submit to the City, through the Business Services Department, **quarterly** reports addressing the progress of the **Agency** in achieving its performance measures. The **quarterly** progress report shall include the following:

- fiscal year-to-date actual performance for each performance measure, with back-up documentation of the reported performance attached
- explanations for any variance in the expected performance for each measure
- projected performance for each measure through the end of the fiscal year (June 30th)

**CITY OF TUCSON**  
**FINANCIAL PARTICIPATION AGREEMENT**  
**Fiscal Year 2024**  
**(Contract Number 19382)**

**Section 6: Accountability**

The **Agency** shall maintain a true and accurate accounting system which meets generally accepted accounting principles, and which is capable of properly accounting for all expenditures and receipts of the **Agency** on a timely basis. In addition, the **Agency** shall maintain evidence of its compliance with the nondiscrimination provision of this Agreement.

The **Agency's** accounting system shall permit separate, identifiable accounting for all funds provided by the City pursuant to this Agreement.

The **Agency** shall provide the Business Services Department of the City, within three months after the close of the **Agency's** fiscal year, a copy of the financial audit of the **Agency's** operations by an independent certified public accountant, along with any management letter, and, if applicable, the **Agency's** plan for corrective action.

If the **Agency** does not have an audit, it shall submit within three months after the close of its fiscal year, a complete accounting of City funds received. This accounting must be approved by the Business Services Department of the City as sufficiently descriptive and complete.

If for good reason the **Agency** cannot meet the times established for submission of financial reporting, the **Agency** shall notify the Internal Audit Division of the City Manager's Office in writing of the reason for the delay, provide an expected completion date, and request a waiver of the due date.

At any time during or after the period of this contract, the City's Internal Audit or a City agent may audit the **Agency's** overall financial operation or compliance with the nondiscrimination clause of this Agreement for the contract period. The **Agency** shall provide any financial reports, nondiscrimination policies and procedures, or other documentation necessary to accomplish such audits.

**Section 7: Matching Grants**

The **Agency** agrees to obtain approval from the City's Finance Director prior to applying for any additional matching grants involving the commitment of City funds.

**Section 8: Nondiscrimination**

The **Agency**, in its employment policies and practices, in its public accommodations and in its provision of services shall obey all relevant and applicable, federal, state, and local laws, regulations and standards relating to discriminations, biases, and/or limitations, such as, but not limited to, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Arizona Civil Rights Act, the Arizonans with Disabilities Act, the Human Relations provisions of the Tucson Code, and the Mayor and Council policy adopted on September 25, 2000, prohibiting the direct or indirect grant of discretionary City funds to organizations that have a policy of exclusionary discrimination on the basis of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status or marital status.

**CITY OF TUCSON**  
**FINANCIAL PARTICIPATION AGREEMENT**  
**Fiscal Year 2024**  
**(Contract Number 19382)**

**Section 9: Subrecipient Funding Agreements**

The **Agency** agrees to include in all of its subrecipient funding agreements the nondiscrimination provision contained in Section 8, herein.

**Section 10: Term of Agreement**

This Agreement between parties as described above shall be effective from July 1, 2023 through June 30, 2024.

**Section 11: Payment Withholding, Reduction, or Termination**

The City may withhold whole or part of the scheduled payment, reduce, or terminate funding allocations to the **Agency**, if:

- A. Services were not rendered or
- B. The **Agency** failed to supply information or reports as required or
- C. The **Agency** is not in compliance with agreed upon disbursement documentation and/or other project performance or
- D. The **Agency** failed to make required payments to subcontractors or
- E. The City has reasonable cause to believe the **Agency** is not in compliance with the nondiscrimination clause of this Agreement or
- F. There are significant deficiencies and/or material weaknesses indicated in a recent independent auditor's report to **Agency** management.

Such payment reductions or payment termination may result in the **Agency** receiving a lesser total City allocation under this Agreement than the maximum funding possible. If reasons for withholding payments have been corrected to the satisfaction of the City, any amounts due shall be processed.

The City will be reimbursed for any funds expended for services not rendered. Further, the **Agency** shall return to the City any City funds provided pursuant to this Agreement that have not been expended by June 30, 2024.

**Section 12: Termination of Agreement**

This Agreement may be terminated at any time by mutual written consent, or by either party giving thirty (30) days written notice to the other party, or at such time, as in the opinion of the City, the **Agency's** performance hereunder is deemed unsatisfactory.

**CITY OF TUCSON**  
**FINANCIAL PARTICIPATION AGREEMENT**  
**Fiscal Year 2024**  
**(Contract Number 19382)**

**Section 13: Method of Payment**

The amount allocated hereunder (**Section 3**) shall be paid to the **Agency** in two payments upon presentation by the **Agency** of signed invoices for allowable expenses and the performance reports referenced in Section 5 herein. The payment schedule shall be as follows:

- ◆ Initial payment of **\$149,000** to be paid after October 1, 2023 upon receipt of an Agency invoice and the Fiscal Year 2023 year-end report of performance;
- ◆ Second payment of **\$149,000** to be paid on or after April 1, 2024 upon receipt of an Agency invoice accompanied by evidence that substantial progress has been made toward its Fiscal Year 2024 deliverables; and

**Section 14: Indemnification**

The **Agency** agrees to indemnify, defend and save harmless the City, its Mayor and Council, appointed boards, committees, and commissions, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogations, attorney's fees, or actions of any kind and nature resulting from personal injury to any person, including employees of the **Agency** or of any subcontractor employed by the **Agency** (including bodily injury and death); claims based upon discrimination and/or violation of civil rights; or damages to any property, arising or alleged to have arisen out of the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the City, its officers, agents, or employees. Workers' Compensation insurance and/or self-insurance carried by the City does not apply to employees or volunteers acting in any capacity for the **Agency**.

**Section 15: Insurance**

The **Agency** agrees to:

- A. Obtain insurance coverage of the types and amounts required in this section and keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Comprehensive General Liability Insurance policy will include the City as an additional insured with respect to liability arising out of the performance of this Agreement.

**CITY OF TUCSON**  
**FINANCIAL PARTICIPATION AGREEMENT**  
**Fiscal Year 2024**  
**(Contract Number 19382)**

**C.** The **Agency** will provide and maintain minimum insurance limits as follows:

| <b>COVERAGE AFFORDED</b>   | <b>LIMITS OF LIABILITY</b>  |
|--|---|
| 1. Workers' Compensation   | Statute   |
| 2. Comprehensive General Liability Insurance -- Including Personal Injury Coverage | \$1,000,000 - Bodily Injury and Property Damage Combined Single Limit |

**D.** The **Agency** shall adequately insure itself against claims based upon lawful discrimination and violation of civil rights. The City shall be an additional insured on the policy providing such coverage. The cost of this insurance shall be borne by the **Agency**.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**CITY OF TUCSON** a municipal corporation

  
As Mayor, Regina Romero

July 18, 2023

Date:

ATTEST:

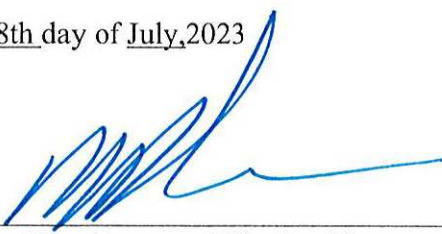
  
for City Clerk, Suzanne Mesich

July 18, 2023

Date:

**APPROVED AS TO FORM** this

18th day of July, 2023

  
for City Attorney, Mike Rankin

**PIMA ASSOCIATION OF  
GOVERNMENTS**

BY: \_\_\_\_\_  
Agency Representative and  
not personally

**CITY OF TUCSON**  
**FINANCIAL PARTICIPATION AGREEMENT**  
**Fiscal Year 2024**  
(Contract Number 19383)

**THIS AGREEMENT** made and entered into this 18<sup>th</sup> day of July, 2023, by and between the City of Tucson, a municipal corporation, hereinafter called the "City" and the **Arts Foundation for Tucson and Southern Arizona**, hereinafter called the "**Agency**".

**WITNESSETH**

**WHEREAS**, it has been determined that the activities of the **Agency** are in the public interest, and are such as to improve and promote the public welfare of the City; and

**WHEREAS**, the Mayor and Council have determined that to financially participate in the promotion of the activities of the **Agency** is a public purpose in that the activities confer direct benefit of a general character to a significant part of the public:

**NOW THEREFORE**, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto do mutually agree as follows:

**Section 1: Statement of Purpose**

To foster an environment in which arts and culture are recognized as critical to the quality of life in Tucson and Pima County. The Arts Foundation for Tucson and Southern Arizona is committed to the artistic expression, educational development, and equitable economic growth of our diverse community through support, promotion, and advocacy of arts and culture. The goals of the Arts Foundation for Tucson and Southern Arizona include:

- A. To be a leader in arts and cultural development by advocating for a vibrant and diverse arts and cultural life.
- B. To support artists and arts organizations in their efforts to achieve artistic excellence and be broadly connected to the community through community engagement and professional development efforts.
- C. To support community efforts to address local needs through the engagement of artists and arts organizations.
- D. To enhance our region and people's experience of it through public art and development and stewardship that includes the voice of the public.
- E. To awaken all residents and visitors to the rich cultural offerings of the region, thereby increasing access and participation.
- F. To fund artists and arts organizations so that we can ensure they remain a vital component of our communities and region.
- G. To assist the City with the proper care and maintenance of public art through a dedicated public art maintenance project manager.

**Section 2: Services to be Performed by the Agency**

Support the city's "Community Criteria" in the General Plan by managing public art projects that are funded in the city's current Capital Improvement Program.

**CITY OF TUCSON**  
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- A. The Agency will submit an annual report outlining processes managed in the following categories:
- Summary of active public art projects, including new and multi-year projects in various stages, maintenance requests, donations, relocations, and deaccession requests.
  - Updated inventory of public artwork collection based on completed works.
  - Manage the Public Art Roster for projects of less than \$50,000.
  - Partnerships with other agencies that value public art as a key component of their work, including but not limited to Downtown Tucson Partnership, Visit Tucson, and Rio Nuevo.
  - Collaborative efforts with the City of Tucson, local neighborhoods, the University of Arizona, businesses and private developers, and private philanthropy on arts-based solutions to development and cultural preservation issues.
- B. The Agency will submit quarterly reports outlining services provided in the following categories:
- The process and public artworks in development or completed each quarter.
  - The number of Public Art and Community Design Committee meetings and provide agenda and minutes to the City Clerk's office.
  - Meetings and workshops for City project managers to move public art projects from inception to approval and share clear process instructions with City staff.
  - The number of attendees and results of design forums and public meetings such as neighborhood association meetings, capital improvement open houses, and art panels.
- C. **Agency** performance measures for Fiscal Year 2024.  
On a quarterly basis, report on the following performance measures:

| KEY MEASURES OF PERFORMANCE   | ADOPTED<br>FY 2023 | PROPOSED<br>FY 2024 |
|---|--------------------|---------------------|
| <b>Economic Development Grants and Services</b>   |                    |                     |
| <u>Grants for Arts and Culture Organizations</u> - Contribute to a strong, diversified economy by organizing an open, equitable, and informed process to provide funding support to arts and cultural organizations.  |                    |                     |
| Award Funds   | \$650,000          | \$250,000           |
| Recipients  | 60                 | 25                  |
| <u>Grants for Individual Artists and Artist Collectives</u> – Contribute to a strong, diversified economy by organizing an open, equitable, and informed process to provide grants and workforce opportunities for individual artists and artist collectives. |                    |                     |
| Award Funds   | \$300,000          | \$250,000           |
| Recipients  | 60                 | 50                  |

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Open Studio Tours- Support artists across the region by facilitating a marketplace where artists can exhibit and sell their artwork to the public. Complementary support will be offered to artists via technical assistance, professional resources and an interactive online platform.

|  |     |     |
|--|-----|-----|
| Tours  | 50  | 50  |
| Participating Artists                                | 150 | 150 |
| Percentage of artist reporting a positive experience | 75% | 75% |

**Professional Development for Artists and Arts Leaders**

Develop bilingual professional development opportunities and consultations for organizations, collectives, artists and culture bearers.

|   |     |     |
|---|-----|-----|
| Workshops   | 10  | 10  |
| Participants  | 50  | 50  |
| Percentage of participants that report learning new professional skillsets. | 75% | 75% |

**Planning/Partnering/Advocacy**

Work with local, regional and national community members to connect public officials and leaders with language, tools and data that demonstrate the value of arts and culture.

|                              |    |    |
|------------------------------|----|----|
| Engagements and Publications | 12 | 12 |
|------------------------------|----|----|

Develop and facilitate two virtual or in-person events that recognize work in the arts and increasing visibility for artists and arts advocates in the City.

|        |   |   |
|--------|---|---|
| Events | 2 | 2 |
|--------|---|---|

**Information Services**

Manage Arts Foundation's digital presence as a hub for arts-based resources of interest to artists and arts organizations and the public. Convey information about grantmaking, professional development, and other arts/artist-related services and opportunities through regular social media communication, including monthly eNewsletters.

|  |        |        |
|--|--------|--------|
| Number of monthly subscribers to eNewsletter | 4,250  | 4,250  |
| Number of monthly website visits             | 1,500  | 1,500  |
| Number of social media followers             | 12,000 | 12,000 |

Agency shall acknowledge the City's financial support of the Agency's services as provided through this agreement and shall include the City's logo on materials that market, announce or describe the programs and services that are supported by the City's financial participation.

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**Section 3: Services to be Provided by the City**

A sum of money in the amount of Four Hundred Thirty Thousand Dollars (\$430,000).

AFTSA will have the opportunity to earn additional funding during Fiscal Year 2024. Once the City's share of Transient Occupancy Tax (TOT) and half of the hotel/motel room surcharge revenues combined are greater than \$9.4 million, the City will share 10% of the combined increase (TOT and half of the hotel/motel room surcharge) with AFTSA to be paid in Fiscal Year 2024. The City will pay AFTSA their share of the additional revenue upon completion of the City's Fiscal Year 2023 audited financial statements. AFTSA will set aside 15% of the additional revenues for administrative fees related to City public art maintenance.

**Section 4: Responsibility for Open Records**

The **Agency** agrees to make open to the public all records relating to any funds directly received from the City that the Agency distributes to other organizations or individuals.

**Section 5: Evaluation Criteria and Reporting**

In order to assess the impact of the **Agency**, the City reserves the right to evaluate performance, and to have access to all pertinent information necessary to make evaluations.

The **Agency** agrees to submit to the City, through the Business Services Department, **quarterly** reports addressing the progress of the **Agency** in achieving its performance measures. The **quarterly** progress report shall include the following:

- Fiscal year-to-date actual performance for each performance measure, with back-up documentation of the reported performance attached
- Explanations for any variance in the expected performance for each measure
- Projected performance for each measure through the end of the fiscal year (June 30th)

**Section 6: Accountability**

The **Agency** shall maintain a true and accurate accounting system which meets generally accepted accounting principles, and which is capable of properly accounting for all expenditures and receipts of the **Agency** on a timely basis. In addition, the **Agency** shall maintain evidence of its compliance with the nondiscrimination provision of this Agreement.

The **Agency's** accounting system shall permit separate, identifiable accounting for all funds provided by the City pursuant to this Agreement.

The **Agency** shall provide the Business Services Department of the City, within three months after the close of the **Agency's** fiscal year, a copy of the financial audit of the **Agency's** operations by an independent certified public accountant, along with any management letter, and, if applicable, the **Agency's** plan for corrective action.

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If the **Agency** does not have an audit, it shall submit within three months after the close of its fiscal year, a complete accounting of City funds received. This accounting must be approved by the Business Services Department of the City as sufficiently descriptive and complete.

If for good reason the **Agency** cannot meet the times established for submission of financial reporting, the **Agency** shall notify the Internal Audit Division of the City Manager's Office in writing of the reason for the delay, provide an expected completion date, and request a waiver of the due date.

At any time during or after the period of this contract, the City's Internal Audit or a City agent may audit the **Agency's** overall financial operation or compliance with the nondiscrimination clause of this Agreement for the contract period. The **Agency** shall provide any financial reports, nondiscrimination policies and procedures, or other documentation necessary to accomplish such audits.

**Section 7: Matching Grants**

The **Agency** agrees to obtain approval from the City's Chief Financial Officer prior to applying for any matching grants involving the commitment of City funds.

**Section 8: Advocacy**

The **Agency** shall coordinate legislative (federal and state) municipal revenue enhancing activities with the City of Tucson and shall, as necessary, support portions of the City of Tucson's legislative Agenda (federal and state) that are consistent with improving the quality of life and economic well-being of Tucson metropolitan area citizens. This support shall be in the manner of contacting legislators (only at the direction, approval and authorization of the City Manager of the City of Tucson) in person or via electronic or written communications and partnering with the City of Tucson on special legislative events.

The **Agency** shall provide expert review of proposed state legislation related to their areas of interest that is also of interest to the City and, if requested, provide expert testimony on these matters in support of City friendly legislation before such legislative bodies and state agencies as is necessary.

**Section 9: Nondiscrimination**

The **Agency**, in its employment policies and practices, in its public accommodations and in its provision of services shall obey all relevant and applicable, federal, state, and local laws, regulations and standards relating to discriminations, biases, and/or limitations, such as, but not limited to, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Arizona Civil Rights Act, the Arizonans with Disabilities Act, the Human Relations provisions of the Tucson Code, and the Mayor and Council policy adopted on September 25, 2000, prohibiting the direct or indirect

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grant of discretionary City funds to organizations that have a policy of exclusionary discrimination on the basis of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status or marital status.

**Section 10: Subrecipient Funding Agreements**

The **Agency** agrees to include in all of its subrecipient funding agreements the nondiscrimination provision contained in Section 9, herein.

**Section 11: Term of Agreement**

This Agreement between parties as described above shall be effective from July 1, 2023 through June 30, 2024.

**Section 12: Payment Withholding, Reduction, or Termination**

The City may withhold whole or part of the scheduled payment, reduce, or terminate funding allocations to the **Agency**, if:

- A. Services were not rendered or
- B. The **Agency** failed to supply information or reports as required or
- C. The **Agency** is not in compliance with agreed upon disbursement documentation and/or other project performance or
- D. The **Agency** failed to make required payments to subcontractors or
- E. The City has reasonable cause to believe the **Agency** is not in compliance with the nondiscrimination clause of this Agreement or
- F. There are significant deficiencies and/or material weaknesses indicated in a recent independent auditor's report to **Agency** management.

Such payment reductions or payment termination may result in the **Agency** receiving a lesser total City allocation under this Agreement than the maximum funding possible. If reasons for withholding payments have been corrected to the satisfaction of the City, any amounts due shall be processed.

The City will be reimbursed for any funds expended for services not rendered. Further, the **Agency** shall return to the City any City funds provided pursuant to this Agreement that have not been expended by June 30, 2024.

**CITY OF TUCSON**  
**FINANCIAL PARTICIPATION AGREEMENT**  
**Fiscal Year 2024**  
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**Section 13: Termination of Agreement**

This Agreement may be terminated at any time by mutual written consent, or by either party giving thirty (30) days written notice to the other party, or at such time, as in the opinion of the City, the Agency's performance hereunder is deemed unsatisfactory.

**Section 14: Method of Payment**

The funding allocated in Section 3 shall be paid to the Agency for services as outlined in Section 2. Agency invoices shall be submitted to and approved by the Finance Department prior to payment processing. Allowable expenses are those listed in the Agency's proposed budget and incorporated into this agreement by reference. The payment schedule shall be as follows:

- Initial payment of **\$242,900** to be paid after August 4, 2023 upon receipt of an Agency invoice and the Fiscal Year 2023 year-end report of performance;
- Second payment of **\$62,370** to be paid on or after September 30, 2023 upon receipt of an Agency invoice accompanied by evidence that substantial progress has been made toward its Fiscal Year 2024 deliverables during the first quarter as noted in Section 2;
- Third payment of **\$62,370** to be paid on or after April 1, 2024 upon receipt of an Agency invoice accompanied by evidence that substantial progress has been made toward its Fiscal Year 2024 deliverables; and
- Fourth payment of **\$62,360** to be paid on or before June 15, 2024 upon receipt of an Agency invoice accompanied by evidence that substantial progress has been made toward its Fiscal Year 2024 deliverables.

**Section 15: Indemnification**

The Agency agrees to indemnify, defend and save harmless the City, its Mayor and Council, appointed boards, committees, and commissions, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation's, attorney's fees, or actions of any kind and nature resulting from personal injury to any person, including employees of the Agency or of any subcontractor employed by the Agency (including bodily injury and death); claims based upon discrimination and/or violation of civil rights; or damages to any property, arising or alleged to have arisen out of the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the City, its officers, agents, or employees. Workers' Compensation insurance and/or self-insurance carried by the City does not apply to employees or volunteers acting in any capacity for the Agency.

**Section 16: Insurance**

The Agency agrees to:

- A. Obtain insurance coverage of the types and amounts required in this section and keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

**CITY OF TUCSON**  
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- B. The Comprehensive General Liability Insurance policy will include the City as an additional insured with respect to liability arising out of the performance of this Agreement.
- C. The **Agency** will provide and maintain minimum insurance limits as follows:


**COVERAGE AFFORDED**

**LIMITS OF LIABILITY**

- |   |   |
|---|---|
| 1. Workers' Compensation  | Statute   |
| 2. Comprehensive General Liability Insurance -- Including Personal Injury Coverage        | \$1,000,000 - Bodily Injury and Property Damage Combined Single Limit |
| 3. Comprehensive Automobile Liability Insurance -- Including Hired and Non-owned Vehicles | \$1,000,000 - Bodily Injury and Property Damage Combined Single Limit |
- D. The **Agency** shall adequately insure itself against claims based upon lawful discrimination and violation of civil rights. The City shall be an additional insured on the policy providing such coverage. The cost of this insurance shall be borne by the **Agency**.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**CITY OF TUCSON**, a municipal corporation

  
\_\_\_\_\_  
as Mayor, Regina Romero

July 18, 2023  
Date:

ATTEST:

BY:   
\_\_\_\_\_  
for City Clerk, Suzanne Mesich

**APPROVED AS TO FORM** this

18<sup>th</sup> day of July, 2023

  
\_\_\_\_\_  
for City Attorney, Mike Rankin

**ARTS FOUNDATION FOR  
TUCSON AND SOUTHERN  
ARIZONA**

BY: \_\_\_\_\_  
Agency Representative and  
not personally

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
PIMA COUNTY  
AND  
THE CITY OF TUCSON  
FOR  
THE PIMA COUNTY ATTORNEY'S VICTIM SERVICES DIVISION  
(Contract Number 19393)**

This Intergovernmental Agreement (IGA) (hereinafter "Agreement") is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the City of Tucson ("City") pursuant to A.R.S. § 11-952.

**RECITALS**

- A.** The County and City may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- B.** The Pima County Attorney's Office ("PCAO") administers a program called the Victim Services Division (the "Program") that assists victims of or witnesses to crime navigate through the criminal justice system by providing on-scene response, death notifications, notification of victims of defendants' release or court status, assistance as trial advocates explaining the court process, and accompanying victims and witnesses to trial.
- C.** The Mayor and Council of the City have determined that financially participating in the Program serves a public purpose because the Program confers direct benefits on the public.

**NOW, THEREFORE,** County and City, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

**AGREEMENT**

- 1. Purpose.** The purpose of this IGA is to provide financial support to the PCAO for the Program for Fiscal Year 2024 (July 1, 2023 to June 30, 2024).
- 2. Scope.** The PCAO shall utilize the funds provided by the City hereunder in furtherance of the Program, which includes the following goals for Fiscal Year 2024:

| <b>KEY MEASURES OF PERFORMANCE</b>   | <b>ADOPTED<br/>FY 2023</b> | <b>PROPOSED<br/>FY 2024</b> |
|--|----------------------------|-----------------------------|
| Provide crisis intervention and supportive services to clients (e.g., victims, witnesses and family members).          |                            |                             |
| • Total client contacts (telephone assistance, on-scene crisis intervention and criminal justice system case advocacy) | \$40,000                   | \$40,000                    |
| • Number of Tucson city clients  | \$5,000                    | \$5,000                     |
| • Number of unincorporated Pima County clients   | \$3,500                    | \$3,500                     |

Exhibit C to Resolution No. 23640  
City of Tucson Contract No. 19393

| KEY MEASURES OF PERFORMANCE   | ADOPTED<br>FY 2023    | PROPOSED<br>FY 2024   |
|---|-----------------------|-----------------------|
| <ul style="list-style-type: none"> <li>Number of other clients (other cities and unknown residency)</li> </ul>      | \$1,500               | \$1,500               |
| Provide training to program volunteers (new and existing) to continue improving their skills and knowledge.         |                       |                       |
| <ul style="list-style-type: none"> <li>Number of volunteers</li> </ul>  | \$100                 | \$100                 |
| Volunteer performance.  |                       |                       |
| <ul style="list-style-type: none"> <li>Number of volunteer hours</li> <li>Savings provided by volunteers</li> </ul> | \$18,500<br>\$363,716 | \$18,500<br>\$363,716 |

3. **Financing.** The City shall pay to the County the sum of Twenty-four Thousand Nine Hundred Dollars (\$24,900), payable in equal quarterly installments beginning July 1.
4. **Evaluation Criteria and Reporting.** In order to assess the impact of the **Program**, the City reserves the right to evaluate performance, and to have access to all pertinent information necessary to make evaluations.

The **PCAO** will submit to the City, through the Finance Department, **quarterly** reports addressing the progress of the **Program** in achieving its performance measures. The **quarterly** progress report shall include the following:

- a) Fiscal year-to-date actual performance for each performance measure, with back-up documentation of the reported performance attached;
- b) Explanations for any variance in the expected performance for each measure; and
- c) Projected performance for each measure through the end of the fiscal year (June 30th)
- d) Quarterly Reports are sent by:
  - September 30
  - December 30
  - March 30
  - June 30
5. **Term.** This IGA shall be effective from July 1, 2023 through June 30, 2024 unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
6. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

7. **Insurance.** The Parties are both public entities. The Parties will maintain insurance in amounts sufficient to cover their respective activities under the IGA. When requested, the party will provide the other party with a Certificate of Self-Insurance.
8. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Pima County.
9. **Non-Discrimination.** The parties shall not discriminate against any County or City employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 2099-09, and Tucson City Code §28-138 incorporated into this IGA by reference, as if set forth in full herein.
10. **ADA.** The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
11. **Severability.** If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.
12. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
13. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining the Program, or the City does not appropriate sufficient funds for its financial contribution. In the event of such cancellation, neither party shall have any further obligation to the other.
14. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
15. **Workers' Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of said employees.
16. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the

parties or create any employer-employee relationship between County and any City employees, or between City and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

- 17. No Third Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- 18. Notice.** Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party) :

County:

Laura Conover, Pima County Attorney  
32 North Stone Avenue  
Tucson, Arizona 85701

City:

Mike Rankin, City Attorney  
255 W. Alameda, 7<sup>th</sup> floor  
Tucson, Arizona 85701

*With copies to:*

County Administrator  
115 N. Church Ave., 2<sup>nd</sup> Floor, Suite 231  
Tucson, Arizona 85701

*With copies to:*

Tucson City Manager  
255 W. Alameda, 10<sup>th</sup> floor  
Tucson, Arizona 85701

Clerk of the Board  
130 West Congress, 1<sup>st</sup> Floor  
Tucson, Arizona 85701

Tucson City Clerk  
255 W. Alameda, 9<sup>th</sup> floor  
Tucson, Arizona 85701

- 19. Counterparts.** This IGA may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.
- 20. Entire Agreement.** This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Pima County Recorder.

{SIGNATURE PAGE TO FOLLOW}

**IN WITNESS WHEREOF**, the County has caused this Intergovernmental Agreement to be executed by the Chair of the Pima County Board of Supervisors, upon resolution of the Board of Supervisors, attested to by the Clerk of the Board, and City of Tucson has caused this Intergovernmental Agreement to be executed by the Mayor of the City of Tucson, upon resolution of the Mayor and City Council, attested to by the City Clerk:

**PIMA COUNTY:**

\_\_\_\_\_  
Chair  
Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

**CITY OF TUCSON:**

\_\_\_\_\_  
Mayor, Regina Romero

ATTEST:

\_\_\_\_\_  
City Clerk, Suzanne Mesich

\_\_\_\_\_  
July 18, 2023  
Date

**Intergovernmental Agreement Determination**

The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

**PIMA COUNTY:**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Kyle Johnson  
Name

\_\_\_\_\_  
6/22/2023  
Date

**CITY OF TUCSON**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mike Rankin  
Name

\_\_\_\_\_  
July 18, 2023  
Date