



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 12/17/2024

or Procurement Director Award:

* = Mandatory, information must be provided

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

Metropolitan Domestic Water Improvement District

***Project Title/Description:**

Intergovernmental Agreement

***Purpose:**

The purpose of the Intergovernmental Agreement (IGA) is to permit the District to own, operate and maintain water-utility facilities, including waterworks such as wells, conduits, and pipelines, together with the necessary or usual appurtenances for the delivery of water through the District in, under, over or through County streets as authorized by ARS Section 48-909(A)(6). The District and County have the right to enter into agreements and contracts with other public agencies to further their common interests pursuant to ARS Section 11-952.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

The County will enter into an agreement to permit the District to operate within Pima County right of way for a 25-year term. The District will continue operations within the County right of way.

***Public Benefit:**

The District will be able to provide uninterrupted water utility service to constituents.

***Metrics Available to Measure Performance:**

Adopting the subject IGA has no direct budget impacts but does provide the needed approval for the District to continue to provide service to constituents.

***Retroactive:**

No

TO: COB, 12-3-2024 (2)
Vers.: 0
pgs.: 11

DEC03 24PM0942 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: SC Department Code: RPS Contract Number (i.e., 15-123): SC2400002385
Commencement Date: 12/17/2024 Termination Date: 12/16/2049 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 0.00* Revenue Amount: \$

*Funding Source(s) required: N/A

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: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense Revenue Increase Decrease
Amount This Amendment: \$
Is there revenue included? Yes No If Yes \$
*Funding Source(s) required:
Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
Match Amount: \$ Revenue Amount: \$
*All Funding Source(s) required:
*Match funding from General Fund? Yes No If Yes \$ %
*Match funding from other sources? Yes No If Yes \$ %
*Funding Source:

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

Contact: Jeff Teplitzky
Department: Real Property Services

Telephone: 520-724-6306

Department Director Signature:

Date: 11/25/2024

Deputy County Administrator Signature:

Date: 12/2/2024

County Administrator Signature:

Date: 12/2/2024

Handwritten signatures in blue ink for Department Director, Deputy County Administrator, and County Administrator.

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is entered into pursuant to Arizona Revised Statutes ("A.R.S.") Title 11, Chapter 7, Article 3, by and between the Metropolitan Domestic Water Improvement District (the "District"), a domestic water-improvement district formed pursuant to A.R.S. Title 48, Chapter 6, Article 4, and a municipal subdivision of the State of Arizona, and Pima County (the "County"), a body politic and corporate and a political subdivision of the State of Arizona.

WHEREAS, the County owns the public rights of way within Pima County and has the statutory authority to regulate and manage said rights of way by virtue of A.R.S. Section 11-251; and

WHEREAS, the District owns, operates, and maintains water-utility facilities, including waterworks such as wells, conduits, and pipelines, together with the necessary or usual appurtenances for the delivery of water through the District in, under, over, or through County streets as authorized by A.R.S. Section 48-909(A)(6); and

WHEREAS, the County and the District have the right to enter into agreements and contracts with other public agencies to further their common interests pursuant to A.R.S. Section 11-952;

NOW, THEREFORE, the District and the County agree as follows:

Section 1. Grant of Permission. The District hereby is authorized and empowered, on a non-exclusive basis, to use all County rights of way now existing or hereafter established and lying within the unincorporated areas of Pima County under the terms and conditions set forth herein for the purpose of installing, repairing, replacing, and maintaining its facilities.

Section 2. Term. This Agreement shall be effective for a term of twenty-five (25) years from the Effective Date as defined in Section 25 below and extinguishes, supersedes, and replaces all previous or existing franchises or licenses granted to the District by the County.

Section 3. Regulation of County Rights of Way. All rights hereunder are granted under the express condition that the County shall have the power at any time to impose such restrictions and limitations upon the District's use of the County's rights of way as may be authorized by law including, but not limited to, the power to impose such restrictions, limitations, and regulations as the County deems necessary for the safe and effective use of County rights of way.

Section 4. Superior Rights. The rights of the County in and to the use of all public rights of way located within the unincorporated areas of Pima County are and forever shall be paramount and superior to the rights of the District.

Section 5. Alteration of Public Rights of Way. Nothing in this Agreement shall be construed so as to prevent the County from altering, improving, adjusting, repairing, or maintaining its facilities and public rights of way, and for that purpose, to require the District to adjust, remove, replace, or relocate the District's facilities. Facilities of the District shall mean any physical object or improvement owned, possessed, made, installed, constructed, or maintained by the District, or made, installed, or constructed by the County or others at the request of the District. Facilities of the County shall mean any physical object or improvement owned, possessed, made, installed, maintained, or constructed by the County or others at the request of the County, including all paving, highway, transportation, flood-control, and wastewater facilities located within County rights of way.

Section 6. Non-Exclusive Use. Nothing in this agreement shall be construed to grant the District an exclusive right to use the public rights of way. The District's facilities shall be erected, adjusted, installed, replaced, removed, relocated, and maintained in a manner that will not interfere with the reasonable use of the public rights of way by the public, the County, or any other franchisee or licensee. The location of the District's facilities in the public rights of way shall not create or establish a vested interest in the rights of way, and its facilities shall be removed or relocated by the District whenever the County determines that the District's facilities impact, restrict, obstruct, or hinder the County or the public's existing or future use of the rights of way or the County's operation or location of County facilities.

Section 7. Relocation. The District shall be solely responsible for the design, adjustment, removal, or relocation, temporarily or permanently, of all District facilities that impact, conflict with, or interfere with the County's use of its rights of way or the County's improvement, relocation, or adjustment of any facilities located in County rights of way. The cost of designing, adjusting, removing, relocating or replacing the District's facilities shall be the District's sole responsibility unless the District has established prior rights for the facilities to be affected or if the relocation is necessitated by an exclusive County sewer utility project. Prior to beginning any activity in a County right of way, the District shall obtain all required permits from the County and any other applicable jurisdiction for the activity. The District's facilities shall be adjusted, removed, replaced, or relocated by the District in accordance with an activity schedule determined by the County and provided to the District within a reasonable period of time prior to the scheduled activity start date. If the schedule is unacceptable to the District or the District finds it necessary to plead financial hardship regarding the cost of relocating its facilities, the District may appeal to the Board of Supervisors. If the District's facilities are not adjusted, removed, replaced, or relocated within the time period allotted by the County's activity schedule, the County may, at its discretion, adjust or relocate the District's facilities. The District hereby agrees to be liable for all costs incurred by the County for the adjustment or relocation of the District's facilities necessitated by the County's activities, including overhead and maintenance costs and an administrative surcharge in the amount of fifteen (15) percent of the total cost attributed to the adjustment or relocation of the District's facilities. In the event that the County incurs such costs, the County shall submit a bill to the District for the incurred costs, and the District shall pay the County the invoiced amount within ninety (90) calendar days of receipt of the invoice. If the invoice is not paid by the District in a timely manner, all rights granted to the District under this agreement shall be suspended and no

permits will be issued to the District for any work within County rights of way until the invoiced costs are paid in full to the County. The District may contest the propriety of such invoices by filing a written appeal with the Board of Supervisors, whose decision with respect thereto shall be final.

Section 8. Undergrounding. The parties acknowledge that the County has the authority to require the District to underground its above-ground facilities in County rights of way when the County determines that such undergrounding is necessary to conform to existing County Ordinances or is in the public interest. The County may require the District to conduct a study of the cost of undergrounding any portion or segment of the District's facilities located in County rights of way. Any such study shall set forth an estimate of the costs of undergrounding the District's facilities, including a breakdown of the cost allocated to labor, materials, design, and construction for converting above-ground facilities to underground facilities. The District shall submit a cost study of any specified segment of the District's facilities within ninety (90) calendar days after receiving written notice from the County requesting the cost study. The cost of preparing and providing any cost study requested by the County shall be borne by the District.

Section 9. Scenic Routes. The installation of the Districts' facilities within any public rights of way designated by the Board of Supervisors as a scenic route must be constructed in accordance with the County's Scenic Routes Ordinance.

Section 10. Performance of Work. The work required by the District to design, construct, reconstruct, pothole for, design, adjust, relocate, replace, or repair the District's facilities shall be the District's sole responsibility. The cost of any delays to County projects caused by the District's failure to complete its work in accordance with the County's activity schedule shall be the District's sole responsibility, provided that the County shall have provided the District with reasonable advance notice of the need to take such action and a reasonable amount of time allowed to perform necessary activities. In the event the County incurs such costs, the County shall submit a bill to the District for the incurred costs, and the District shall pay the County the invoiced amount within ninety (90) calendar days of receipt of the invoice. If the invoice is not paid by the District in a timely manner, all rights granted to the District under this Agreement shall be suspended, and no permits will be issued to the District for any work within County rights of way until the invoiced costs are paid in full to the County. The District may contest the propriety of such costs by filing a written appeal with the Board of Supervisors, whose decision with respect thereto shall be final.

Section 11. Location of Facilities. As a condition of this Agreement, the District hereby agrees to have and maintain precise, up-to-date maps of the District's facilities located in County rights of way, and to make this information available to the County within fifteen (15) calendar days of receiving a written request from the County. Beginning on the effective date of this Agreement, the District shall maintain precise and verifiable horizontal and vertical location information tied to an accepted County datum and provide such information to the County within fifteen (15) calendar days of receiving written notice from the County. As a condition of the issuance of this Agreement, the District agrees to provide surface location marking of the District's undergrounded facilities located within the public rights of way within two working days of a request from the County. In the event the District is unable to provide the location information to the County within

the allotted time frame, the County may, at its discretion, locate the District's facilities and the District shall be liable for the County's costs incurred in locating the District's facilities.

Section 12. Work in Rights-of-Way.

12.1 *Damage to other facilities.* In the construction, adjustment, removal, relocation, repair, operation, and maintenance of its facilities, the District shall avoid causing or permitting any damage, disturbance, or unnecessary modification or alteration to County facilities including pavement, or to the facilities of others located in County rights of way. If the District causes or permits any such damage, disturbance, or unnecessary alteration or modification, the District, at its sole expense and in a manner approved by the County Engineer, shall restore the damaged, disturbed, altered, or modified facilities to the condition in which they existed before being damaged, disturbed, modified, or altered. The District also shall be liable to owners of said facilities for any other losses or expenses that may accrue because of said damage, disturbance, modification, or alteration. The restoration of facilities shall be initiated promptly and completed expeditiously by the District, who shall give priority to the restoration, repair, or replacement of such facilities over all non-emergency activities of the District.

12.2 *Damage to vegetation.* In the construction, adjustment, removal, relocation, repair, operation, and maintenance of its facilities, the District shall use all necessary care to avoid any damage to or disturbance of existing vegetation in the public rights of way. If the District causes or permits any such damage or disturbance, the District shall re-vegetate the rights of way at its sole expense and in accordance with all County regulations then in effect.

12.3 *Adjacent properties.* The District shall provide prior written notice to the owners or residents of adjoining properties of any activity of the District which may temporarily interfere with access to or use of said adjoining property. The District shall maintain access to adjoining properties during all construction activities or other operations, unless the requirement of access is waived in writing by the owners and residents of the affected properties. If an emergency requires activity without written notice, the District shall use its best efforts to provide timely actual notice to the owners and residents of adjoining properties.

Section 13. Design and Location of Facilities.

13.1 *Injury to persons and property.* The District shall use reasonable care at all times to avoid damage or injury to persons and property during the construction, adjustment, removal, relocation, repair, operation, and maintenance of the District's facilities.

13.2 *Location and construction of facilities.* The location and construction of the District's facilities in public rights of way shall conform to County standards and guidelines then in effect and as may be directed by the County, in order not to interfere with a planned future use of the public rights of way by the County.

13.3 *Interference with other uses.* The District's facilities shall be located in a manner designed to cause the least amount of interference with the public's existing or future use of roads, streets, alleys, and other public rights of way, and in such a way as will minimize interference with the rights and convenience of adjacent property owners.

13.4 *Relocation of facilities.* The County may require the District, at the District's sole expense, to remove, relocate, mitigate, or underground any of the District's facilities that present a potential hazard to the public, that interfere with the public's use of the public rights of way, or that are determined by the County to be aesthetically undesirable.

13.5 *Neighboring property owners.* The location and construction of facilities in public right-of-way must conform to applicable industry standards then in effect and as may be directed by County in order to not interfere with a planned future use of the public right-of-way. All District Facilities must be located so as to cause minimum interference with proper use of the public right-of-way and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin the public right-of-way.

13.6 *Excavation costs.* The District shall be responsible for any costs that the County incurs in locating, excavating, or exposing any underground District facilities on County construction projects within County rights of way.

Section 14. Construction Safety. Any opening or obstruction in the public rights of way caused by the District during the course of the District's activities in the rights of way shall be guarded and protected at all times by safety barriers erected by the District, which safety barriers shall be designated clearly by warning lights during periods of dusk and darkness. Any work performed by the District in or adjacent to a public roadway open for travel shall be signed and marked properly by the District with warning and directional devices in accordance with all applicable state and local traffic regulations, and in accordance with the Arizona Department of Transportation's Traffic Control Manual for Highway Construction and Maintenance.

Section 15. Drainage. During construction or excavation in the public rights of way, the District shall provide proper drainage so that the public rights of way will be free from standing surface water and adequately drained so as not to cause flood or erosion damage to the facilities of the County or surrounding property. For projects with a material impact upon local drainage patterns, the District may be required by the County to submit drainage-engineering data and design plans to the County for review and approval prior to the issuance of any Right-of-Way Use Permit by the County.

Section 16. Issuance of Permit not County Approval of Violation. The County's review, approval, or acceptance of plans or specifications or issuance of a permit for the installation, construction, or location of a facility by the District shall not be construed to be an authorization for or approval of a violation of any federal, state, or local law or regulation, or of any industry standard, pertaining to the location or construction of a utility facility in public rights of way.

Section 17. County Inspection. The County, if it deems necessary, has the right to inspect any work by the District in the public rights of way to ensure proper performance of the terms of this Agreement and conformance with any applicable federal, state, or local laws, ordinances, and regulations. The County may require the District to pay a reasonable and uniform fee to cover the actual costs of inspections performed by the County or its contractor under this provision. The County may, at its discretion, pothole the District's facilities to verify conformance with Section

11, above. The District shall be liable for the cost of potholing, and for an administrative surcharge in the amount of fifteen (15) percent of the total cost of potholing, should the District's facilities be found to be out of conformance. The District shall be responsible for taking corrective action to bring as-builts into conformance with verified facilities.

Section 18. Abandonment of Facilities. Abandonment in place of any of the District's facilities located within County rights of way may occur only upon written approval from the County.

Section 19. Liability and Indemnity. All costs associated with the Agreement and any use of public right-of-way shall be at the sole expense of the District. District assumes responsibility and liability for any injury or damage to the above described right-of-way or to any person while using the above described right-of-way caused by or arising out of the exercise of this Agreement. To the fullest extent allowed by law, the District shall indemnify, defend and hold the County, its governing board or body, officers, departments, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest attorney's, consultant's and accountant's fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of any act or omission of the District, its agents, employees, or anyone acting under its direction or control, whether intentional, negligent, grossly negligent, or amounting to a breach of contract, in connection with or incident to the performance of this Agreement. The obligations under this Article shall not extend to the gross negligence of the County, its agents or employees. If County is sued in any court by any person, firm, association or corporation to recover damages for injuries or death to person or property on account of the construction, installation, operation, maintenance, repair or replacement of Facilities of District, District shall Indemnify County, pay any resulting final judgments, and shall at the option of County be made a party to any such court proceeding.

Section 20. County Participation in Legal Actions. The County shall have the right at all times to take part in any suit or action instituted by or against the District in which any judgment or decree can be rendered, which might result in the foreclosure of any lien on any District property situated within public rights of way, or which could affect the rights, powers, or duties of the District to do or not to do anything that this Agreement might require the District to do or not to do, and also to take such steps as the County may deem appropriate to protect the interests of County or the public. The County shall have the right to intervene in any suit, action, or proceeding by any person or persons, firm, or corporation seeking to enjoin, restrain, or in any manner interfere with the District in the performance or observance by it of any of the terms or conditions of this Agreement, or of any regulation, notice, or direction of the County in such connection, or which involves or might involve the constitutionality, validity, or enforcement of this Agreement. The County also may move for dissolution of any such injunction or restraining order or take any other appropriate step, in any such suit, action, or proceeding that it may deem necessary or advisable in order to protect its interests.

Section 21. Compliance with Agreement Conditions and Ordinances. The District agrees to conform to, abide by, and perform all the conditions, provisions, requirements, and limitations in this Agreement. The District shall be subject to all County ordinances now in force or hereafter

lawfully adopted, including all ordinances relating to the use of public rights of way by utilities. The District will not assert any claim against the County which are or may be unreasonable, arbitrary or void under then-existing County ordinance or regulation.

Section 22. Non-Exclusive Agreement. This Agreement and the privileges granted herein shall not be exclusive. The Board of Supervisors expressly reserves the right to grant, at any time, similar franchises, licenses, and privileges over the same highways, roads, streets, alleys, and thoroughfares, or any thereof, to any other person, firm, or corporation.

Section 23. Assignment. The District hereby agrees that neither this Agreement nor any of the District's facilities in County rights of way shall be sold, assigned, or transferred without the prior written approval of the Pima County Board of Supervisors. The decision to approve or deny the sale, assignment, or transfer of this Agreement shall be within the sole discretion of the Board of Supervisors, and the Board may deny the District's request to sell, assign, or transfer the Agreement if such denial is in the best interests of the County.

Section 24. Contact Information. All notices or correspondence concerning this Agreement shall be provided in writing to:

If to County:

Pima County Real Property Services
201 North Stone Avenue, 6th Floor
Tucson, Arizona 85701
(520) 724-6313

If to District:

Joseph Olsen, General Manager
Metropolitan Domestic Water Improvement District
6265 N. La Canada
Tucson, AZ 85704
(520) 575-8100

Any change in any of the foregoing contact information for either party shall be made in writing to the other party.

Section 25. Effective Date. This Agreement shall be effective upon the filing of the original hereof with the Office of the Pima County Recorder. This Agreement shall expire on the twenty fifth (25th) anniversary thereof, unless sooner terminated by either party hereto.

Section 26. Termination. This Agreement may be terminated by either the County or the District upon 180 days' written notice.

Section 27 Compliance with Highway Safety. Construction of the Facilities of Licensee must not interfere with the safety of the traveling public or the authorized public use of right-of-way, and may not otherwise interfere with the general health, safety, and welfare of the citizens of Pima County. Once constructed, the Facilities of Licensee must be maintained by Licensee so as not to interfere with safe sight distance or safe travel along the right-of-way.

Section 28 Termination of Agreement for Cause. Upon receipt of written notice from County that this Agreement is to be terminated or revoked for cause, District will be given one hundred twenty (120) days to cure or remedy the reason(s) provided in the written notice from County. If District does not cure the reason(s) for termination within the one hundred twenty (120) day time period, District is to remove its facilities from the right-of-way at no expense to County and to the reasonable satisfaction of County within such a time as deemed reasonable by the County and District based on the scope of facilities that require removal. District must restore the right-of-way to the condition mutually agreed upon condition. If District does not restore the right-of-way within the mutually agreed upon timeframe, County may restore the right-of-way at the expense of District. Any expenses incurred will be due and payable within thirty (30) days of written demand by County to District.

Section 29. Conflict of Interest. This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. section 38-511, the pertinent provisions of which are incorporated herein by reference.

Section 30.1 Limits on Districts Recourse. District, by entering into this Agreement, acknowledges that it has not been induced to accept the same by any promise, verbal or written, by or on behalf of County or by any third person regarding any term or condition of the license not expressed therein. District, by entering into this Agreement, further pledges that no promise or inducement, oral or written, has been made to any employee or official of County regarding receipt of the District

Section 30.2 District further acknowledges that it has carefully read the terms and conditions of the License and accepts without reservation the obligations imposed by the terms and conditions herein.

Section 31 Insurance. Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:

31.1 Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.

31.2 Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of \$2,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury and \$1,000,000.00 Property Damage.

31.3 If required by law, workers' compensation coverage including employees' liability coverage.

31.4 Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.

31.5 The above requirement may be alternatively met through a self-insurance program under A.R.S. sections 11-261 and 11-981 (or if a school district, section 15-382) or participation in an insurance risk pool under A.R.S. section 11.952.01 (if a school district, section 15-382) at no less than the minimum coverage levels set forth in this Section.

Section 32 Non-Discrimination. The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any sub-contractors. During the term of this IGA, the parties will not discriminate against any employee, client or any other individual in any way because of that person's race, creed, color, religion, sex, disability or national origin.

Section 33 ADA. The parties will 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.

Section 34 Non-Appropriation. Notwithstanding any other provision in the 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 this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than payment for services rendered prior to cancellation.

Section 35 Worker's Compensation. Each party will comply with the notice of A.R.S. section 23-1022 (E). For purposes of A.R.S. section 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.

Section 36 Governing Law and Venue. This Agreement shall be governed by and construed according to the laws of the State of Arizona. Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be void or invalid, the same shall not affect the remainder hereof which shall be effective as though the void or invalid provision had not been contained herein. Time is of the essence of this Agreement. Any action of any nature hereunder may be brought only in a court in Pima County, Arizona.

Section 37 Heat. District warrants that if District employees perform work in an outdoor environment under this Agreement, District will keep on file a written Heat Injury and Illness Prevention Plan (the "Plan"). At County's request, District will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by District to prevent heat-related illness and injuries in the workplace. District will post a copy of the Plan where it is accessible to employees. District will further ensure that each subcontractor who performs any work for District under this Agreement complies with this provision.

PASSED AND ADOPTED ON this 17th day of December, 2024

**Metropolitan Domestic Water
Improvement District, Board of Directors**

**Pima County, Arizona
Board of Supervisors**

**Signed in counterpart on following page*

Joseph Olsen, General Manager

Adelita S. Grijalva, Chair

Date:

Date:

Attest:

Attest:

Clerk of the Board

Melissa Manriquez, Clerk of the Board

Date:

Date:

Approved as to Form:

Approved as to Form:

District Counsel


Janis Gallego, Deputy County Attorney

Date:

Date: 11/22/2024

METROPOLITAN DOMESTIC
WATER IMPROVEMENT DISTRICT,
an Arizona municipal corporation



Chair of the Board
Date: 11/13/2024

Attest:



Theo Fedele, District Clerk of the Board

Reviewed and Approved for Metropolitan Domestic
Water Improvement District



Joseph Olsen, General Manager

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement Amendment between Pima County and the Metropolitan Domestic Water Improvement District has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

Approved as to Form:



Lewis Roca Rothgerber Christie, LLP
Legal Counsel for Metropolitan Domestic
Water Improvement District