



Contract Number: CT.SD-14*243
Effective Date: 1-7-2014
Term Date: 1-6-2024
Cost: 38,175.-
Revenue: _____
Total: _____ NTE: _____
Action: _____
Renewal By: _____
Term: 10-1-2013
Reviewed by: 1-6-2014

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: 1/7/14

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS: This Agreement furthers the objectives of the PCWIN capital improvement project by providing County bond funding to the City of Tucson to reimburse the City for an upgrade to an existing telephony logging recorder to prepare for the equipment for operation in the City's renovated dispatch center. The upgrade will integrate the City's existing recorder with the PCWIN radio system logging recorder so that City users may aggregate telephony and radio recordings for consolidated records production

CONTRACT NUMBER (If applicable):

STAFF RECOMMENDATION(S):

Procure Dept 12/16/13 PM 1:28

CORPORATE HEADQUARTERS: _____

Page 1 of 2

Ver. 1

Vendor 1

Pgs. 15

To: CoB. 12.24.13
Agenda 1-7.14
(3)

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: \$38,175.00 and/or REVENUE TO PIMA COUNTY:\$

FUNDING SOURCE(S): _____

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
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Board of Supervisors District:

1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4	<input type="checkbox"/>	5	<input type="checkbox"/>	All	<input type="checkbox"/>
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IMPACT:

IF APPROVED:

IF DENIED: City of Tucson employees will need to access two separate recording systems to access electronic voice recordings to produce records for investigative, prosecutorial and public records request purposes, resulting in a very inefficient process for producing records. Similarly, the Sheriff's Department and Drexel Heights Fire District dispatch staff would have to separately access the City's logging recorder to obtain telephony recordings made during a backup deployment from the Pima Emergency Communications & Operations Center to meet their record keeping requirements.

DEPARTMENT NAME:

CONTACT PERSON: Meagan Davis TELEPHONE NO.: 351-3332

CONTRACTNO. CT-SD-14-00000-00000-00000-243**AMENDMENT NO.** _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

Intergovernmental Agreement

between

Pima County and the City of Tucson

for the

Pima County Wireless Integrated Network Project**(Reimbursement of Radio Logging Recorder Software Upgrade)**

This 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 Arizona Revised Statutes (A.R.S.) Section 11-952.

Purpose

The purpose of this Agreement is to set forth the rights and responsibilities of the parties for upgrading the CITY's NICE Radio Logging Recorder and maintenance of firmware and software compatible with the PC WIN Radio Logging Recorder.

Recitals

- A. County is authorized by A.R.S. § 11-952 and A.R.S. § 11-201 and Pima County Ordinance No. 2004-18 to make improvements to public safety facilities and equipment to enhance 9-1-1 Public Safety Answering Point and public safety dispatch services.
- B. City is authorized by A.R.S. § 11-952 and Pima County Ordinance No. 2004-18 to benefit from the public safety facility and equipment improvements authorized by Pima County Ordinance No. 2004-18.
- C. County and City wish to cooperate to provide equipment improvements at the City's Thomas Price Service Center located at 4004 S. Park Avenue, Tucson, AZ for the purpose of improving 9-1-1 Public Safety Answering Point and public safety dispatch services (the "Project"). County and City may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952.
- D. A Special Bond Election was held in Pima County on May 18, 2004 in which the citizens of Pima County voted to approve the issuance of Pima County General Obligation Bonds to fund various public projects.
- E. Pima County Ordinance No. 2004-18, as subsequently revised by Ordinance No. 2005-92, 2006-21, 2006-84, 2007-33, 2007-95, 2008-25, 2008-106, 2009-40, 2009-92, 2010-24, 2010-63, 2010-70, 2011-21, 2011-79, 2012-20, and 2012-66

Exhibit A to Resolution No. 22171
City of Tucson Contract No. 17888

(the "Bond Ordinance") lists the Project as an approved 2004 bond-funded project. Question 3 approves funding for 9-1-1 PSAP equipment

- F. Projects constructed in whole or in part with bond proceeds are subject to the guidelines for bonding disclosure, accountability and implementation of County bond projects in other jurisdictions contained in Pima County Code Chapter 3.06 and in the Bond Ordinance.
- G. County will reimburse the City a portion of its cost to upgrade the NICE Radio Logging Recorder.
- H. Reimbursement will be in addition to, and separate from, the "Allocated Not-to-Exceed" amount stipulated in the "Intergovernmental Agreement between Pima County and the City of Tucson for the Thomas Price Service Center Public Safety Emergency Communications Center Renovation Project, Pima County Contract No. 01-80-T-143962-0511".
- H. Project is currently scheduled for completion in Fiscal Year 2013/2014.

Agreement

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:

1. **Allocated Maximum Amount** - The parties agree to upgrade a NICE Radio Logging Recorder already owned by the City to a firmware version compatible with new equipment purchased by the County for centralized recording of radio communications. The upgrade will allow integration of the two recording solutions. The County will reimburse the CITY for actual upgrade costs at an amount not to exceed thirty eight thousand one hundred and seventy five dollars (\$38,175.00). The not-to-exceed amount shall be referred to herein as the "Allocated Maximum Amount."
2. **Project.** The Project consists of the purchase and upgrade of the CITY's NICE Radio Logging Recorder to NICE Inform Version R5.1 to integrate with the PCWIN Radio Recorder to enhance 9-1-1 Public Safety Answering Point and dispatch services for the CITY's police and fire departments.

3. **NICE Radio Logging Recorder Responsibilities.** The CITY shall procure any services, hardware and software necessary to upgrade its NICE Radio Logging Recorder to NICE Inform Version R5.1. The CITY will be entirely responsible for managing the Project. The CITY will maintain compatibility of its radio recording system with the PCWIN Radio Recorder for a period of ten (10) years. **Project Schedule.** The CITY shall be responsible for preparing a project schedule (the "Project Schedule") showing the anticipated timing and duration of each stage of the Project. A preliminary Project Schedule shall be provided by the CITY to COUNTY within thirty days after recordation of this Agreement, and shall be updated periodically as the Project progresses.
 - a. *Effect of Delays.* CITY shall promptly notify the COUNTY at any time that CITY becomes aware of a potential Project delay that may require amendment of the Project Schedule. In the event of any such delay, COUNTY and CITY shall establish a revised Project Schedule. The COUNTY may, in response to an actual or anticipated delay in the Project, reallocate available bond funds, suspend payments under this Agreement for some period of time, or terminate this Agreement, as provided in Sections 23 and 24(b)(iii) below.
4. **Right of Entry.** Execution of this Agreement by the parties grants COUNTY the right to enter upon property owned by the CITY for the purposes of inspection of the Project as set forth herein.
5. **Project Permits.** CITY shall obtain any approval, permission or permits necessary for the Project. Each party shall cooperate with the other to obtain all permits necessary for completion of the Project and shall waive all fees associated with said permits.
6. **Public Participation.** The CITY shall coordinate all publicity or public participation activities with COUNTY and shall coordinate all public meetings on the Project in compliance with the Pima County Board of Supervisors Policy 3.5, *Notification to Board of Supervisors of Public Meetings to be Held in their District* and Pima County Administrative Procedure 3.8, *Notification to Board of Supervisors of Public Meetings to be Held in their District*, copies of which are attached hereto as Exhibit A.
7. **County Contribution.** CITY shall acknowledge the County's contribution to the Project in a manner approved by County. Examples of acceptable forms of recognition include, but are not limited to, labels, signs, permanent plaques, and participation in or recognition at opening ceremonies and in press releases.
8. **Project Manager and Representatives.** CITY shall designate a Project Manager for the Project and COUNTY shall designate a representative (the "County Liaison") to be a liaison with the Project Manager during implementation of the Project.

9. **Disputes.** In the event the Project Manager and County Liaison disagree on any aspect of the Project, the issue in dispute shall be submitted to the County Administrator and the City Manager for resolution.
10. **Financing of the Project.** County shall reimburse CITY for Project expenses related to the NICE Logging Recorder upgrade (which shall not include CITY administrative costs), in the manner set forth herein, up to the Maximum Allocated Amount. No County bond funds in excess of the amount set forth herein may be expended for the Project without the prior amendment of the Bond Ordinance and this Agreement by the Board of Supervisors. *CITY shall pay all costs of the Project in excess of the Allocated Maximum Amount.* In addition, CITY shall not be reimbursed for expenses that are legally the responsibility of a third party (such as the cost of utility relocations that should be borne by the utility). It shall be the responsibility of CITY to arrange for those costs to be paid or borne by the third party in a timely manner, or CITY shall pay those costs.
- a. *Final Report, Accounting & Payment.* Within ninety (90) days after completion and final acceptance of the Project by CITY, /CITY shall submit to County: (1) a final report describing the Project as implemented, along with information about hardware, software and firmware versions, configuration, and integration with PCWIN Radio Logging Recorder; (2) a Reimbursement Request including a detailed final accounting statement of the funds expended on the Project and supporting documentation. As Project Manager, CITY shall be responsible for verifying the accuracy of all invoices submitted by contractors.
- b. *Transaction privilege tax.* CITY agrees that any transaction privilege and use taxes levied by the CITY on the Project shall be contributed to the Project as a portion of CITY's share of the costs of the Project. CITY shall provide an accounting to County of the total amount of transaction privilege and use taxes collected by the CITY for the Project and pay the total amount of such taxes to the County at the time CITY submits its final report as required above.
11. **Regulation of the Project during Construction.** CITY shall have responsibility for and control over the Project.
12. **Inspection.** County may inspect any portion of the Project. CITY shall allow official County representatives reasonable access to the Project site during implementation. The Project Manager and County inspectors will cooperate and consult with each other during Project implementation.
13. **Ownership of Improvements.** Ownership and title to all hardware and software installed pursuant to this Agreement shall automatically vest in CITY. CITY hereby agrees not to dispose of or encumber its title or other interest in the Project improvements for a period of ten (10) years following the completion of the Project and will maintain compatibility of its radio logging recorder system with the PCWIN Radio Recorder for a period of ten (10) years. This Section shall survive

the termination, cancellation, or revocation, whether in whole or in part, of this Agreement.

14. **Operation.** For at least ten (10) years following completion of the Project, CITY shall: (1) operate and maintain a radio recording system that is compatible with the PCWIN Radio Recorder for the purposes set forth in the description of the Project for the benefit of the public; (2) insure the Project improvements (through either direct or self-insurance coverage) or until lifecycle replacement; (3) maintain, repair and if necessary replace the Project improvements; (4) This Section shall survive termination, cancellation, or revocation, whether in whole or in part, of this Agreement.
15. **Equipment Lifespan and Compatibility.** The City shall maintain the NICE Radio Logging Recorder, and any Inform Version upgrade, for a period of five (5) years, or until the lifespan of the hardware has ended; whichever comes first. Thereafter, the CITY shall have the option of seeking alternative radio logging recorder solutions as long as the chosen solution will integrate to the PCWIN Radio Recorder and no modification or conversion of the PCWIN Radio Recorder is required.
16. **Amendment of the Bond Ordinance.** The CITY shall notify the County of any events that would require an amendment of the Bond Ordinance, and shall formally request the County Board of Supervisors that they hold a public hearing on the requested amendment. The parties shall follow the procedures for amendment of the Bond Ordinance set forth in Chapter 3.06 of the Pima County Code, as it may be amended or renumbered from time to time, and Section IV(B) of the Bond Ordinance. In the event the Board of Supervisors does not approve the CITY's request for a Bond Ordinance amendment, the CITY shall complete the Project as defined by the Bond Ordinance and this Agreement.
17. **Federal Treasury Regulations.** CITY acknowledges that Pima County manages the expenditures of bond proceeds in order to qualify for a spending exception to the arbitrage rebate requirements of Sections 148 through 150 of the Internal Revenue Code of 1986 and the related regulations found in 26 CFR Part 1, §§1.148 through 1.150 as may be modified from time to time (such statutes and regulations hereinafter referred to as the "Tax Exempt Bond Rules"). CITY acknowledges that arbitrage rebate is affected by both the use of bond proceeds and by the timing of bond related expenditures. Notwithstanding any other provision of this Agreement, County may, in County's sole discretion, either (i) reallocate Project funds to other projects funded with County bonds, or (ii) terminate this Agreement as set forth in Paragraph 24(b)(iii) below, if, in County's sole determination, such reallocation or termination is necessary or advantageous to the County under the Tax Exempt Bond Rules either (a) to qualify for a spending exception to the arbitrage rebate requirements, or (b) to reduce the amount of any potential arbitrage rebate or penalty, or (c) to manage the County's bond proceeds.

18. Term and Termination.

- a. *Term.* The term of this Agreement shall begin on the date this Agreement is signed by the Chair of the Board of Supervisors, and shall end on the date that is ten (10) years after completion and acceptance of the Project. The term of this Agreement may be extended by action of the parties.
- b. *Termination.* This Agreement may be earlier terminated under the following circumstances:
 - i. For Cause. A party may terminate this Agreement for material breach of the Agreement by the other party. Prior to any termination under this paragraph, the party allegedly in default shall be given written notice by the other party of the nature of the alleged default. The party said to be in default shall have forty-five (45) days to cure the default. If the default is not cured within that time, the other party may terminate this Agreement. Any such termination shall not relieve either party from liabilities or costs already incurred under this Agreement.
 - ii. Conflict of Interest. This Agreement can be terminated for a conflict of interest as set forth in A.R.S. § 38-511, the relevant portions of which are hereby incorporated by reference.
 - iii. Arbitrage Rebate Requirements. The County reserves the right to cease payments to CITY and unilaterally terminate this Agreement if County determines, in County's sole discretion, that any action or inaction on the part of CITY is likely to occur that would adversely affect the election made by the County under the Tax Exempt Bond Rules relating to exceptions for arbitrage rebate.

19. Indemnification. To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend and hold the other party, 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 indemnifying party, 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.

- a. *Notice.* Each party shall notify the other in writing within thirty (30) days of the receipt of any claim, demand, suit or judgment against the receiving party for which the receiving party intends to invoke the provisions of this Section. Each party shall keep the other party informed on a current basis of its defense of any claims, demands, suits, or judgments under this Section.

- b. *Survival of termination* This Article shall survive the termination, cancellation, or revocation, whether in whole or in part, of this Agreement.
- 20. **Insurance.** When requested, a party shall provide the other party with proof of its worker's compensation, automobile, accident, property damage, and liability coverage or program of self-insurance.
- 21. **Book and Records.** CITY shall keep and maintain proper and complete books, records and accounts of the Project. For bond purposes, the Project books and records must continue to be maintained for a period of nineteen (19) years after execution of this IGA. CITY shall have the option of maintaining either, (i) the Project books and records for the requisite number of years, or (ii) conveying the Project books and records to County at any time after the Project is completed. The books, records and accounts of the Project shall be available for inspection and audit by duly authorized representatives of County at all reasonable times during the period in which said books, records and accounts are maintained by the CITY. Unless CITY conveys all Project books and records to County, CITY shall indemnify and hold the County harmless from and against any amount required to be paid to the Internal Revenue Service or any governmental entity or agency arising out of the failure by CITY to maintain such records.
- 22. **Inspection and Audit.** The County may perform an inspection of the Project or an audit of CITY's books and records at any time in order to verify that monies spent on the Project were done so in accordance with this Agreement.
- 23. **Construction of Agreement.**
 - a. *Entire Agreement.* This instrument 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.
 - b. *Amendment.* This agreement shall not be modified, amended, altered or changed except by written agreement signed by the parties.
 - c. *Construction and interpretation.* All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the recitals hereof
 - d. *Captions and headings.* The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.
 - e. *Severability.* In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of

this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.


24. **Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of County or City.
25. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Intergovernmental Agreement 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. No 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.
26. **No Third Party Beneficiaries.** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement, or affect the legal liability of any party to this Agreement, by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
27. **Compliance with Laws.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement.
 - a. *Anti-Discrimination.* The provisions of A.R.S. § 41-1463 and Executive Order 75-5, as amended by Executive Order 99-4, issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Intergovernmental Agreement as if set forth in full herein.
 - b. *Americans with Disabilities Act.* This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
 - c. *Compliance with Bond Requirements.* City agrees to comply with all applicable provisions of Pima County Code Chapter 3.06, "Bonding Disclosure, Accountability, and Implementation" and of the Bond Ordinance, as they now exist or may hereafter be amended. Any reports to be submitted by City to County in compliance with Pima County Code Chapter 3.06 or the Bond Ordinance shall be provided in a format and schedule determined by County.
28. **Waiver.** Waiver by any party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or

condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

29. **Force Majeure.** A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.
30. **Notification.** All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:
31. **Remedies.** Any party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.


In Witness Whereof, County has caused this Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and the CITY has caused this Agreement to be executed by the Mayor upon resolution of the Mayor and Council and attested to by its Clerk.

CITY OF TUCSON:



Mayor December 2, 2013

ATTEST:



City Clerk December 2, 2013

ATTEST:

PIMA COUNTY:

Robin Brigode
Clerk of the Board

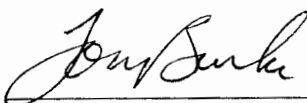
Chairman
Board of Supervisors

APPROVED AS TO CONTENT:



Paul Wilson, PCWIN Project Sponsor

APPROVED AS TO FINANCE PROVISIONS:

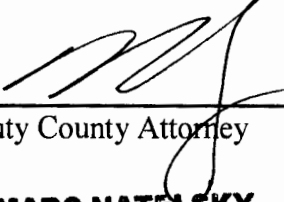


Tom Burke, Finance Director

Intergovernmental Agreement Determination


The foregoing Intergovernmental Agreement between Pima County, and the **ENTITY** has been reviewed pursuant to A.R.S. § 11-952 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 represented by the him/her.

Pima County:



Deputy County Attorney 10/11/13 Date
MARC NATELSKY

City of Tucson:



City of Tucson Attorney 11/18/13 Date

Exhibit A to Exhibit A to Resolution No. 22171

Pima County Board of Supervisors Policy 3.5, *Notification to Board of Supervisors of Public Meetings to be Held in their District*

Pima County Administrative Procedure 3.8, *Notification to Board of Supervisors of Public Meetings to be Held in their District*



PIMA COUNTY, ARIZONA

BOARD OF SUPERVISORS POLICY

<u>Subject:</u> Notification to Board of Supervisors of Public Meetings to be Held in Their District	Policy Number	Page
	C 3.5	1

Purpose

The purpose of this Board of Supervisors policy is to ensure coordination of scheduling of public meetings with the Board member within whose district the public meeting will be held.

Policy

It is the policy of the Board of Supervisors that all Pima County department administrators, directors, and managers are responsible for providing advance notification to members of the Board of Supervisors of all County-related public meetings which are scheduled to be held within their districts. Furthermore, The Board directs the County Administrator promulgate administrative procedures implementing this Board policy.

Effective Date: January 17, 1995

JAN 17 1995

ADMINISTRATIVE PROCEDURES



Procedure Number: 3-8

Effective Date: 01/17/1995

Revision Date: 05/30/2003

C. Dubelbony
County Administrator

**SUBJECT: NOTIFICATION TO BOARD OF SUPERVISORS OF
PUBLIC MEETINGS TO BE HELD IN THEIR DISTRICT**

DEPARTMENT RESPONSIBLE: Office of the County Administrator

I. PURPOSE

The purpose of this administrative procedure is to establish the process for implementing the Board of Supervisors policy making all Pima County department administrators, directors and managers responsible to provide advance notification to members of the Board of Supervisors of all County-related public meetings which are scheduled to be held within their districts.

II. PROCEDURE

A. Responsible Party

Ensuring compliance with the requirements of prior notification shall be the responsibility of the department administrator, director, or manager whose department or organization is scheduling or is otherwise involved in the public meeting.

B. Public Meetings Defined

1. The responsibility to provide prior notification to a member of the Board extends to all public meetings dealing with any issue of public policy, project or program that fall under the jurisdiction of the Board of Supervisors, including, but not limited to the delivery of services, construction of public projects, and regulatory matters affecting public health, safety or welfare.
2. The responsibility for providing prior notification extends to public meetings that are to be scheduled by other units of government in instances in which Pima County is party to an intergovernmental agreement or otherwise cooperates with or shares responsibility for the policy area, project or program with the other unit of government.
3. In some instances, a public meeting will deal with a matter of public policy that is of relevance to residents of more than one supervisorial district but does not have general, community wide importance. In these

instances, the department administrator, director, or manager shall provide prior notification to all affected members of the Board.

4. The requirement of prior notification does not apply to Pima County Boards, Commissions, and Committees or to public meetings whose scheduling is regulated by statute and open meeting requirements.

C. Timing and Form of Notification

1. Whenever scheduling a public meeting is the sole and exclusive responsibility of a Pima County department or organizational unit, prior notification requires coordination of the date and timing of such public meetings with the schedule of the affected member of the Board before any other efforts are made to set a date, time or place for the public meeting. In those instances when some other unit of government is responsible for scheduling a public meeting, the Pima County department administrator, director, or manager shall make every effort to insure the meeting does not conflict with the scheduling of the Board member, but shall, at a minimum, provide notification of the meeting as soon as it has been determined that a public meeting will be held.
2. Written notification of the public meeting shall be provided to the affected Board member and shall identify the stated purpose of the meeting, any statutory or regulatory requirements affecting the calling and scheduling of the meeting, and a general time period during which the public meeting should be scheduled.