

BOARD OF SUPERVISORS AGENDA ITEM REPORT CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: November 22, 2016

or Procurement Director Award 🗌

Contractor/Vendor Name (DBA): Project Title/Description: Rancho Del Lago Community Association, an Arizona non-profit corporation ("Association"); LCP-0110

Cooperative Agreement for the construction and operation of Del Lago Park.

Purpose:

To satisfy the conditions of rezoning case no CO23-97-01 Vail Valley Ranch Specific Plan, pursuant to Board of Supervisors Resolution No. 2009-113, the developer of lots 1-320 of the Four Seasons-Phase 1 subdivision conveyed to Pima County ("County") a neighborhood park for the construction of a public park to be known as Del Lago Park (the "Park"), to be developed to County standards. The developer also deposited with the County the sum of Three Hundred Two Thousand Three Hundred Seven Dollars (\$302,307.00) (the "Deposit") to fund the construction of the Park. Pursuant to A.R.S. 11-933, County and Association desire to enter into a Cooperative Agreement for construction and operation of the Park.

Procurement Method:

Exempt pursuant to Pima County Code 11.04.020

Program Goals/Predicted Outcomes:

Association will submit plans to County for improvements to the Park, and will construct the improvements. Association may seek reimbursement for the cost of the improvements from the Deposit in accordance with the terms of the Cooperative Agreement.

Public Benefit:

Association will construct and operate the Park for the benefit of the public for the initial 25 year term, and for an optional additional 25 year term if exercised by Association in compliance with the Cooperative Agreement.

Metrics Available to Measure Performance:

The cost of the improvements to the Park will be paid from the Deposit.

Retroactive:

No

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To: COB- 11.15-14 (2) Ver. - 1 Ypgr. - 13 Addendum

Procure Dept 11/15/916 PM02:31

Original Information	
Document Type: CT Department Code: PW	Contract Number (i.e.,15-123): <u>17*185</u>
Effective Date: 11/22/2016 Termination Date: 11/21/2041 F	Prior Contract Number (Synergen/CMS):
⊠ Expense Amount: \$ <u>302,307.00</u>] Revenue Amount: \$
Funding Source(s):	
Cost to Pima County General Fund: N/A	
Contract is fully or partially funded with Federal Funds?] Yes 🛛 No 📋 Not Applicable to Grant Awards
Were insurance or indemnity clauses modified?] Yes 🛛 No 📋 Not Applicable to Grant Awards
Vendor is using a Social Security Number?] Yes 🛛 No 📋 Not Applicable to Grant Awards
If Yes, attach the required form per Administrative Procedure	e 22-73.
Amendment Information	
Document Type: Department Code:	Contract Number (i.e.,15-123):
Amendment No.:	AMS Version No.:
Effective Date:	New Termination Date:
Expense Revenue Increase Decrease	Amount This Amendment: \$
Funding Source(s):	
Cost to Pima County General Fund:	
Contact: Rita Leon	
Department: Real Property Services	Telephone: 724-6462
Department Director Signature/Date:	11-1-2016
Deputy County Administrator Signature/Date:	And 11/2/16
County Administrator Signature/Date:	relielter 1/14/16
(Required for Board Agenda/Addendum Items)	

PIMA COUNTY DEPARTMENT OF NATURAL RESOURCES, PARKS AND RECREATION	
PROJECT: DEL LAGO PARK	CONTRACT
ASSOCIATION: RANCHO DEL LAGO HOMEOWNERS' Association	NO. <u>CT. PW-17-185</u> AMENDMENT NO.
AMOUNT: \$302,307.00	This number must appear on all invoices, correspondence and documents pertaining to this
FUNDING: NRPR IN LIEU ACCOUNT	contract.
	(STAMP HERE)

COOPERATIVE AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF DEL LAGO PARK

THIS COOPERATIVE AGREEMENT ("**Agreement**") is entered between Pima County, a body politic and corporate of the State of Arizona ("**County**"); and Rancho Del Lago Community Association, an Arizona non-profit corporation ("**Association**").

RECITALS

WHEREAS, to satisfy the conditions of the rezoning in case no. CO23-97-01 pursuant to Resolution No 2009-113 (the "**Resolution**"), the developer of Lots 1-320 of the Four Seasons – Phase 1 subdivision (i) conveyed to Pima County a neighborhood park adjacent to an elementary school site, as shown on the diagram attached to this Cooperative Agreement as **Exhibit "A"**, for the construction of a public park to be known as Del Lago Park (the "**Park**"); and (ii) deposited with County the sum of Three Hundred Two Thousand Three Hundred Seven Dollars (\$302,307.00) to fund the construction of the Park (the "**Fund**"); and

WHEREAS, County has the authority under A.R.S. section 11-933 to enter into cooperative agreements for the construction, operation and administration of public parks; and

WHEREAS, County and Association desire to enter into this Cooperative Agreement for the construction and operation of the Park for the benefit of the residents of the Rancho Del Lago subdivision and the public at large.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - TERM AND CHANGES

This Cooperative Agreement will commence on the date County and Association have approved and accepted this Cooperative Agreement by affixing their signatures (the "**Effective Date**"). The date County executes this Agreement is the date this Agreement

is signed by the Chair of the Pima County Board of Supervisors. This Cooperative Agreement will terminate 25 years after the Effective Date (the "**Initial Term**"), unless sooner terminated or further extended pursuant to the provisions of this Cooperative Agreement.

Provided that Association is in full compliance with all the terms and conditions of this Agreement, Association has the option of renewing this Agreement for an additional twenty-five year term (the "**Renewal Term**"), which option may be exercisable by Association in writing not less than 90 days nor more than two years prior to the end of the Initial Term. The Initial Term, together with the Renewal Term if the renewal is exercised, as earlier terminated or further extended, is referred to in this Agreement as the "<u>Term</u>."

ARTICLE 2 – SCOPE OF SERVICES

This Cooperative Agreement establishes the terms under which Association will design and construct the improvements to the Park and will operate the Park for the benefit of the public. Association will design and construct the improvements to the Park in compliance with the requirements of Title 34 of A.R.S. within twenty-four (24) months following the Effective Date. Association will make all improvements to the Park in a good and workmanlike manner. Association is authorized to erect a sign at the Park entrance naming the park "Rancho Del Lago Community Park" and stating that the Park is operated and maintained by Association.

Association shall have the right to make improvements to the Park in accordance with the terms of this Article 2. All plans prepared by Association are subject to the approval of County. County shall not unreasonably withhold consent to proposed improvements, provided that the Park is developed to Pima County standards, as required by the Resolution.

County's review of the plans shall be solely for County's purposes and shall not imply that County has reviewed the plans and specifications for quality, design, laws, compliance or other like matters. Accordingly, notwithstanding that any construction drawings are reviewed by County architects, engineers, or consultants, County shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in any construction drawings, and Association's indemnity set forth in the Indemnification Clause of this Agreement shall specifically apply to the construction drawings. County's review shall be to determine that the proposed improvements are consistent with the purposes of this Agreement.

All improvements shall comply with the applicable Building Code, as demonstrated through plans submitted for County approval. All construction contracts shall include an indemnification provision requiring the contractors to indemnify, defend and hold harmless County from all losses, claims, suits, demands, expenses, attorney's fees or actions of any kind or nature arising from the negligent or intentional acts, errors or omissions of the contractor or its agents, employees, or anyone acting under its direction

or control. Association shall cause said contractors to obtain insurance coverage of a type and amount acceptable to the County and to name County as additional insured with respect to liability arising out of the performance of said contracts. Within thirty (30) days after completion of any improvements, Association shall deliver to County a complete and reproducible set of the plans and specifications of the improvements as built.

Association shall have sole responsibility for maintenance and operation of the Park during the term of this Agreement, and shall maintain the Park, including all landscaping and improvements, in good condition and in compliance with all applicable laws, rules and regulations.

ARTICLE 3 – COMPENSATION AND PAYMENT

In consideration for the services specified in this Cooperative Agreement, County agrees to disburse to Association the amounts held in the Fund. County shall have no obligation to disburse any amounts other than the amounts held in the Fund. In order to receive disbursements from the Fund, Association must submit requests for reimbursement ("**Requests**") that satisfy the following requirements:

3.1 Requests should be submitted within 30 days after the end of the month in which the invoice was received. Requests should reference this contract number.

3.2 Requests must be approved and signed by an authorized representative of the Association.

3.3 Requests must be for services and costs for Park design and improvements.

3.4 Requests must be accompanied by documentation which include, but is not limited to:

3.4.1 A summary report of monthly expenditures by expense categories;

3.4.2 Copies of invoices and checks (front and back) to support all purchases of goods or services;

3.4.3 If reimbursement is authorized for personnel costs, time sheets or other records that specify the hours worked and the total hours worked in the pay period. Time sheets must show the days and hours worked and should be signed by the employee and authorizing supervisor; and

3.4.4 Any other reasonable documentation that County may request.

3.5. If each Request includes adequate and accurate documentation, County will generally pay Association within thirty (30) days from the date invoice is received. Association should budget its cash needs accordingly.

3.6. No payments will be made to Association, until all of the following conditions are met:

3.6.1 Association has completed and submitted a W-9 Taxpayer Identification Number form;

3.6.2 Association has registered as a Pima County Vendor at the following web address -- <u>https://secure.pima.gov/procurement/vramp/login.aspx</u>); and

3.6.3 Adequate and accurate documentation is provided with each Request.

ARTICLE 4 – INSURANCE

Association will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Association's indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Association for liabilities that may arise from or relate to this Agreement. If necessary, Association may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

4.1. Insurance Coverages and Limits:

4.1.1 **Commercial General Liability (CGL)**: Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.

4.1.1 **Business Automobile Liability**: Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.

4.1.3 **Workers' Compensation (WC) and Employers' Liability**: Workers' Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees.

Note: The Workers' Compensation requirement does not apply if Association is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

4.2. Additional Coverage Requirements:

4.2.1 <u>Claims Made Coverage</u>: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Association must maintain such coverage for a period of

not less than three (3) years following Agreement expiration, termination or cancellation.

4.2.2 <u>Insurer Financial Ratings</u>: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.

4.2.3 <u>Additional Insured</u>: The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Association. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

4.2.4 <u>Wavier of Subrogation</u>: Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Association.

4.2.5 <u>Primary Insurance</u>: The Required Insurance policies, with respect to any claims related to this Agreement, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of an Association's deductible or Self Insurance Retention (SIR).

4.2.6 <u>Subcontractors</u>: Association must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Association must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Association must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

4.3 Verification of Coverage:

4.3.1 Insurer or Broker of Association must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:

- The Pima County tracking number for this Agreement, which is shown on the first page of the Agreement, and a project description, in the body of the Certificate,
- A notation of policy deductibles or SIRs relating to the specific policy, and

• Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for the County and its Agents.

4.3.2 Each Required Insurance policy and appropriate endorsements must be in effect not less than 15 days prior to commencement of work under this Agreement. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and wavier of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Agreement.

4.3.3 County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.

4.3.4 <u>Cancellation Notice</u>: Association will not permit or allow its insurance policies and endorsements to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days' advance written notice from the Association to the County of the change to the policy(ies). Association must provide written notice to County within two (2) business days of Association's receipt of notice from any insurer of any of the foregoing events. For cancellation of non-payment, Insurer must provide County with written notice ten (10) days prior to cancellation of policy.

4.4 Approval and Modifications:

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Agreement amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a noncomplying insurance certificate or endorsement, or the County's receipt of any other information from the Association, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

ARTICLE 5 - INDEMNIFICATION

Except to the extent of the negligence or willful misconduct of County, its officers, employees and agents, Association will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Association, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Cooperative Agreement and the design, operation or maintenance of the Park.

ARTICLE 6 - COMPLIANCE WITH LAWS

Association will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this Cooperative Agreement require a license issued by the Arizona Registrar of Contractors (ROC), Association certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Cooperative Agreement must be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

ARTICLE 7 - INDEPENDENT CONTRACTOR

The status of Association is that of an independent contractor. Neither Association, nor Association's officers, agents or employees will be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. Association is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Cooperative Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of Association's failure to pay such taxes. Association is solely responsible for Park development, operation and maintenance. The operation and maintenance of the Park shall be at Association's sole cost and expense.

ARTICLE 8 - SUBCONTRACTORS

Association will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the Association is responsible for the acts and omissions of persons directly employed by it. Nothing in this Cooperative Agreement creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE 9 - ASSIGNMENT

Association may not assign its rights to this Cooperative Agreement, in whole or in part, without prior written approval of the County. County may withhold approval at its discretion, provided that County will not unreasonably withhold such approval.

ARTICLE 10 - NON-DISCRIMINATION

Association agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Cooperative Agreement as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this Cooperative Agreement, Association will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE 11 - AMERICANS WITH DISABILITIES ACT

Association 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.

ARTICLE 12 - AUTHORITY TO ENTER INTO COOPERATIVE AGREEMENT

Association warrants its right and power to enter into this Cooperative Agreement. If any court or administrative agency determines that County does not have authority to enter into this Cooperative Agreement, County will not be liable to Association or any third party by reason of such determination or by reason of this Cooperative Agreement.

ARTICLE 13 - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Cooperative Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

ARTICLE 14 - CANCELLATION FOR CONFLICT OF INTEREST

This Cooperative Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Cooperative Agreement by reference.

ARTICLE 15 - TERMINATION

This Cooperative Agreement may be terminated at any time without further obligation to County when Association is found by County to be in default of any provision of this Cooperative Agreement; provided that, Association shall not be in default under this Agreement so as to entitle County to terminate this Cooperative Agreement or exercise any right or remedy against Association unless Association shall have failed to cure such default within thirty (30) days after written notice of default from County and, if the nature of such default reasonably requires longer than thirty (30) days within which to cure, Association shall have such longer period of time within which to cure such default as long as Association commences such cure within such thirty (30) day period and thereafter diligently works to complete such cure. Upon such termination, County agrees to disburse to Association the amounts held in the Fund.

Notwithstanding any other provision in this Cooperative Agreement, this Cooperative Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations

under this Cooperative Agreement. In the event of such termination, County will have no further obligation to Association, other than to pay for services rendered prior to termination.

ARTICLE 16 - NOTICE

Any notice required or permitted to be given under this Cooperative Agreement will be in writing and will be served by personal delivery or by certified mail upon the other party as follows:

County

Association:

Neil J. Konigsberg	HOA Management Solutions
Real Property Services Manager	8987 East Tanque Verde 309-128
201 N Stone Ave, 6 th Floor	Tucson, AZ 85749
Tucson, AZ 85701-1207	mabelle@hoamanagementsolutions.com
neil.konigsberg@pima.gov	

Either party may change the address above for notices to it, from time to time, by giving the other party notice of such change.

ARTICLE 17 – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Cooperative Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Cooperative Agreement.

ARTICLE 18 - SEVERABILITY

Each provision of this Cooperative Agreement stands alone, and any provision of this Cooperative Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Cooperative Agreement.

ARTICLE 19 - BOOKS AND RECORDS

Association will keep and maintain proper and complete books, records and accounts related to the Park, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Association will retain all records relating to this Cooperative Agreement at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

ARTICLE 20 – PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted to County in conjunction with this Cooperative Agreement, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in conjunction with this Cooperative Agreement that Association reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Association prior to submission of that information to County.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked CONFIDENTIAL ten (10) business days after the date of notice to Association of the request for release, unless Association has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release will not be counted in the time calculation. Association will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

County will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor will County be in any way financially responsible for any costs associated with securing such an order.

ARTICLE 21 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

Association hereby warrants that it will at all times during the term of this Cooperative Agreement comply with all federal immigration laws applicable to Association's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Association will further ensure that each subcontractor who performs any work for Association under this Cooperative Agreement likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Association and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Association's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Cooperative Agreement subjecting Association to penalties up to and including suspension or termination of this Cooperative Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Association will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Association will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that County may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this Contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this Contract."

Any additional costs attributable directly or indirectly to remedial action under this Article will be the responsibility of Association. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Association's approved construction or critical milestones schedule, such period of delay is excusable delay for which Association will be entitled to an extension of time, but not costs.

ARTICLE 22 - 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 Cooperative Agreement may be modified, amended, altered or extended only by a written amendment signed by both parties.

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IN WITNESS WHEREOF, the parties have affixed their signatures to this Cooperative Agreement on the date written below.

PIMA COUNTY

Chair, Board of Supervisors

Date

• *

ATTEST

Clerk of Board

Date

APPROVED AS TO FORM

Tobin Rosen, Deputy County Attorney

10/19/16

Date

Rancho Del Lago Community Association, an Arizona non-profit **ASSOCIATION:** corporation

Authorized Officer Signature Sheldon J-Mandell President Printed Name and Title

10/4/16 Date

