

BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

C Award C Contract C Grant

Requested Board Meeting Date: 4/19/2022

* = Mandatory, information must be provided

or Procurement Director Award:

*Contractor/Vendor Name/Grantor (DBA):

City of Tucson

*Project Title/Description:

IGA between Pima County and the City of Tucson for funding of Pima County Mapping Administrator Position.

*Purpose:

The purpose of this agreement is to set forth the responsibilities of the parties for the funding of the Pima County Mapping Administrator Position. This position is responsible for managing the Master Street Address Guide (MSAG) for the Pima County 9-1-1 services. The City of Tucson will reimburse the Pima county Sheriff's Department for the applicable expenses of this position with funds from the State 9-1-1 Revolving Fund.

*Procurement Method:

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

*Program Goals/Predicted Outcomes:

The program goals/predicted outcomes is for the Pima County Mapping Administrator to successfully be responsible for managing the MSAG of Pima County 9-1-1 services, which determines the jurisdictional routing for fire, police, and medical calls to 9-1-1.

*Public Benefit:

The public benefit is to support public safety and law enforcement in Pima County.

*Metrics Available to Measure Performance:

Maintain updates of addresses and maps in Pima County to ensure that they are tied to the correct jurisdiction for emergency purposes. Research and update system accordingly.

*Retroactive:

Yes. The Pima County Sheriff's Department and the City of Tucson has been working on the terms and conditions of this position/responsibility including the legal review as well for both parties. The City of Tucson approved on February 8, 2022 and the Pima County Sheriff's Department received the IGA on March 15, 2022. The first available agenda for the Board of Supervisors occurs on 4/19/2022.

TO: COB 3-25-22 (3) Vers:1 Pgs:8

03-24 '22 PM12:16

THE APPLICABLE ث ڈاندk or tap the boxes to enter text. If not a	••	N MUST BE COMPLETED "N/A". Make sure to complete mandatory (*) fields
Contract / Award Information	•	
Document Type: <u>CTN</u> Department Code: <u>SD</u>		Contract Number (i.e., 15-123): <u>22*122</u>
Commencement Date: 7/1/2021 Termination Date:	ate: <u>6/30/2022</u>	Prior Contract Number (Synergen/CMS):
		enue Amount: \$ <u>Est. 60,000</u>
*Funding Source(s) required: <u>State / City – City of Tucso</u>	<u>n</u>	
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? If Yes, attach Risk's approval.	C Yes 🔍 No	
Vendor is using a Social Security Number? If Yes, attach the required form per Administrative Procedure 22	← Yes ● No -10.	
Amendment / Revised Award Information		
Document Type: Department Cod	le:	Contract Number (i.e., 15-123):
Amendment No.:	AM	S Version No.:
Commencement Date:	Nev	v Termination Date:
	Pric	or Contract No. (Synergen/CMS):
C Expense C Revenue C Increase C Decrease		
	Am es \$	ount This Amendment: \$
*Funding Source(s) required:		
Funding from General Fund? C Yes C No If Ye	es \$	%
Grant/Amendment Information (for grants acceptance a	and awards)	C Award C Amendment
Document Type: Department Coc	le:	Grant Number (i.e., 15-123):
Commencement Date: Termina	tion Date:	Amendment Number:
Match Amount: \$	🗌 Revenu	e Amount: \$
*All Funding Source(s) required:		
*Match funding from General Fund? C Yes C No	If Yes \$	%
*Match funding from other sources? C Yes C No *Funding Source:	If Yes \$	%
*If Federal funds are received, is funding coming directly	/ from the Federa	l government or passed through other organization(s)?
Contact: Yuko Jarvis		
Department: Sheriff's Department		Telephone: <u>351-6958</u>
epartment Director Signature: Allia Arth		Date: <u>3/22/2022</u> Date: Date: <u>3/22/2022</u>
eputy County Administrator Signature:	2	Date:
ounty Administrator Signature:	serv	Date: 3/22/2022

Nichole Caballero

From:	Yuko Jarvis <yuko.jarvis@sheriff.pima.gov></yuko.jarvis@sheriff.pima.gov>
Sent:	Thursday, March 24, 2022 11:23 AM
To:	ContractsAdmin
Cc:	Julia Gates
Subject:	CTN 22*122
Follow Up Flag:	Follow up
Flag Status:	Completed
Categories:	Nichole

CAUTION: This message and sender come from outside Pima County. If you did not expect this message, proceed with caution. Verify the sender's identity before performing any action, such as clicking on a link or opening an attachment.

Good morning,

I am sending the IGA documents for CTN 22*122 today. The City of Tucson is requesting to have two (2) originals for their file.

Please proceed all three (3) original IGA and return two (2) fully executed documents to me. Thank you.

Contract Information:

SD-CTN 22*122 BOS Meeting: 4/19/2022 Contractor: City of Tucson

Please let me know if you have any questions.

Thank you,

Yuko Jarvis Principal Finance Accountant Pima County Sheriff's Department 1750 East Benson Highway Tucson, AZ 85714 (520) 351-6958 Yuko.Jarvis@sheriff.pima.gov



PIMA COUNTY SHERIFF'S DEPARTMENT

Mark D. Napier, Sheriff

MEMORANDUM

Date: 3/24/2022

To: ContractsAdmin

From: Yuko Jarvis

Subject: SD-CTN 22*122

Enclosed are IGA and Board of Supervisors Agenda Item Report for the following Contract.

Contract Information:

SD-CTN 22*122 BOS Meeting: 4/19/2022 Contractor: City of Tucson

In response to the City of Tucson's request, please process all three IGA documents and return two (2) fully executed original documents back to me.

If you have any questions, please let me know.

Thank you,

Yuko Jarvis 351-6958 Yuko.jarvis@sheriff.pima.gov



<u>Note</u>: Due to extenuating circumstances, there has been a delay in the processing of Mayor and Council meeting material. We apologize for any inconveniences this may have caused.

CITY OF TUCSON Office of the CITY CLERK March 7, 2022

The Honorable Sharon Bronson, Chair DF THE ERK Pima County Board of Supervisors 130 W. Congress, 1st Floor Tucson, AZ 85701

ATTN: Melissa Manriquez, Clerk of the Board

Subject: Intergovernmental Agreement: with Pima County for Reimbursement of the 911 Master Street Address Guide (MSAG) Coordinator (City Wide)

Please find the following documents attached:

- 1. One copy of Resolution No. 23410
- 2. Three original Intergovernmental Agreement (Exhibit A to Resolution No. 23410)

The above are forwarded to your office for signatures. We also ask that the following be returned to the City Clerk's Office for our files and distribution:

3. Two fully executed original Intergovernmental Agreement (Exhibit A to Resolution No. 23410)

If you have any questions, please contact Yolanda Lozano, of my staff, at 791-4213. Thank you for your cooperation in this matter.

Sincerely,

Suzanne Mesich City Clerk

SM:YL:ac R23410ltr

ADOPTED BY THE MAYOR AND COUNCIL

November 9, 2021

RESOLUTION NO. 23410

INTERGOVERNMENTAL APPROVING AND AGREEMENTS: RELATING TO EXECUTION AGREEMENT OF AN INTERGOVERNMENTAL AUTHORIZING CITY OF TUCSON AND PIMA COUNTY ALLOWING FOR BETWEEN REIMBURSEMENT OF PERSONNEL COSTS TO PIMA COUNTY FOR THE 911 MASTER STREET ADDRESS GUIDE ("MSAG") COORDINATOR; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Tucson and Pima County are members of the Pima County 911 Committee (Pima 911), representing all Public Safety Answering Points (PSAPs) within Pima County and an employee of the City of Tucson Public Safety Communications Department (PSCD) is the current Pima 911 System Administrator for Pima 911; and

WHEREAS, the Emergency Telecommunication Service Revolving Fund ("the 911 Revolving Fund") was established pursuant to A.R.S. §41-704 and is funded through the telecommunication service excise tax established by A.R.S. §42-5252 and the prepaid wireless telecommunications E911 excise tax established by A.R.S. §42-5402; and

WHEREAS, the Pima 911 System Administrator is authorized to distribute state monies from the 911 Revolving Fund to defray personnel costs incurred by Pima County for the salary and employment related expenses (ERE) of the MSAG Coordinator, and other related expenses.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS: SECTION 1. The IGA with Pima County allowing the City of Tucson to distribute funds to Pima County for the 911 Master Street Address Guide (MSAG) Coordinator, attached hereto as Exhibit A, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said IGA for and on behalf of the City of Tucson and the City Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this Resolution become immediately effective, an emergency is hereby declared to exist and this Resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, November 9, 2021.

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ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

JH:ct 10/15/21

REVIEWED BY:

{A0127712.DOC/}

AGREEMENT BETWEEN PIMA COUNTY AND THE CITY OF TUCSON FOR FUNDING OF PIMA COUNTY MAPPING ADMINISTRATOR POSITION

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This Intergovernmental Agreement (this "Agreement") is entered into by and between Pima County, a political subdivision of the state of Arizona (the "County"), and the City of Tucson, an Arizona municipal corporation (the "City"). The County and the City are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

Recitals

- A. The Emergency Telecommunication Service Revolving Fund (the "9-1-1 Revolving Fund") was established pursuant to A.R.S § 41-704 and is funded through the telecommunication service excise tax established by A.R.S § 42-5252 and the prepaid wireless telecommunications E911 excise tax established by A.R.S § 42-5402.
- B. A.R.S § 41-704(B)(2) provides that 1.67% of the amounts deposited annually in the 9-1-1 Revolving Fund for administrative costs may be allocated for local network management of contracts with public safety answering points (PSAPs) for emergency telecommunication services.
- C. To qualify for funding from the 9-1-1 Revolving Fund, the public or private safety agencies in a specific geographic area to be served must establish a 9-1-1 planning committee to develop and submit a service plan; as a part of the service plan, a planning committee chairperson (also known as a 9-1-1 System Administrator) must be named to provide all required administrative functions for the 9-1-1 planning committee.
- D. Public and private safety agencies in Pima County have established a 9-1-1 planning committee (the "Pima County 9-1-1 Committee" or "Pima 9-1-1") and both the County and the City are members of the Pima 9-1-1.
- E. The current Pima 9-1-1 System Administrator is an employee of the City. As such, the state of Arizona disburses monies from the 9-1-1 Revolving Fund to the City. These funds are managed by the Pima 9-1-1 System Administrator and used to pay vendors directly on behalf of all agencies providing 9-1-1 services as an approved PSAP as defined in the Pima 911 Service Plan.
- F. Monies from the 9-1-1 Revolving Fund that are disbursed to the 9-1-1 System Administrator may be used for the following purposes:

- 1. To defray the personnel costs associated with the 9-1-1 System Administrator and Master Street Address Guide (MSAG) Coordinator.
- 2. To acquire equipment for use by the 9-1-1 System Administrator and/or MSAG Coordinator in support of their tasks.
- 3. To fund the acquisition of upgraded software for the maintenance/management of the MSAG.
- 4. To provide training or educational assistance for the 9-1-1 System Administrator and the MSAG Coordinator to further their roles in providing 9-1-1 services.
- G. The Pima County MSAG Coordinator (hereinafter referred to as the "Pima County Mapping Administrator" or "Mapping Administrator") is responsible for managing the Master Street Address Guide for Pima County 9-1-1 services, which determines the jurisdictional routing for fire, police, and medical calls to 9-1-1.
- H. As of July 1 2021, the Pima County Mapping Administrator for the Pima 9-1-1 will continue to be employed by the County.
- I. The Parties desire to set forth their agreement regarding the funding of the Pima County Mapping Administrator position.
- J. The County and the City are empowered by A.R.S. §§ 11-951 through 11-954 to enter into intergovernmental agreements to jointly exercise their governmental authority.

Agreement

NOW THEREFORE, the Parties, pursuant to the above recitals which are incorporated herein, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

- **1. Purpose.** The purpose of this Agreement is to set forth the responsibilities of the Parties for the funding of the Pima County Mapping Administrator position.
- 2. County Responsibilities.

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- a. The County shall employ and house the Pima County Mapping Administrator as an employee in the Pima County Sheriff's Department, subject to all employment policies and rules of the County.
- b. The County shall calculate the total cost of compensation and all employee related expenses (ERE) for the Pima County Mapping Administrator position and provide that dollar amount to the City as of the effective date of this Agreement, and no later than March 31 of each subsequent year during the term of this Agreement.
- c. The County shall pay the salary, ERE, and any other costs of the Pima County Mapping Administrator position in accordance with the County's policies, as

determined by the County, subject to reimbursement by the City pursuant to the terms of this Agreement.

- d. The County shall provide an annual invoice to the City within 45 days of the end of the fiscal year for each year during the term of this Agreement for the salary and ERE of the Pima County Mapping Administrator.
- e. For training and equipment costs for the Pima County Mapping Administrator, the County shall submit a request for pre-authorization to the Pima 9-1-1 System Manager.
 - i. If the Pima 9-1-1 System Manager approves the training or equipment for full or partial reimbursement, the County shall submit a final invoice to the City for the costs of the training or equipment with supporting documentation, such as invoices or receipts, detailing the purchase within the 30 days of the purchase.
 - ii. If the Pima 9-1-1 System Administrator does not approve the training or equipment for reimbursement, the County shall be responsible for the full cost of the training or equipment.
- 3. City Responsibilities.
- a. The City shall deposit all 9-1-1 Revolving Fund monies disbursed to the City for the Pima 9-1-1 in an account established by the City and designated for use by the Pima County 9-1-1 Committee, by and through the Pima 9-1-1 System Administrator.
- b. The City shall reimburse the County for the salary and ERE of the Pima County Mapping Administrator position as follows:
 - i. Within 30 days of its receipt of the annual invoice from the County, the City shall disburse up to 90% of the 9-1-1 Revolving Fund monies for the applicable fiscal year to the County, up to the full amount of the cost of salary and ERE for the Pima County Mapping Administrator position.
 - ii. In no event shall the City disburse an annual payment to the County in an amount that is more than the amount of the annual cost of salary and ERE for the Pima County Mapping Administrator position.
- c. When the Pima 9-1-1 System Administrator receives a request for preauthorization for training and equipment costs as described in paragraph 2(e) above, the Pima 9-1-1 System Administrator shall advise the County whether the training or equipment will be reimbursed, and whether reimbursement, if any, will be partial or full, based upon the amount of available funds in the 9-1-1 Revolving Fund for the applicable fiscal year. If the Pima 9-1-1 System Administrator approves the training or equipment for full or partial reimbursement, the City shall pay the County's invoice for the training or equipment, up to the amount approved, within 30 days of receipt.

4. Shortage of Funds. The County shall be responsible for payment of all salary and ERE costs for the Pima County Mapping Administrator. The City will reimburse the County in the amount equal to no less than 90% of the 9-1-1 Revolving Fund monies provided to the City in any given fiscal year during the term of this Agreement. Any salary and ERE costs exceeding 90% of the funding allocation shall be split equally between the City and County and be invoiced to the City separately for reimbursement of 50% of the amount of salary and ERE unfunded by 9-1-1 excise tax monies.

5. Term and Termination.

- a. *Term.* This Agreement shall be for 1 year beginning July 1, 2021 and ending June 30, 2022. The Parties shall have the option to extend the term for four additional one-year periods. Any extension or modification of this Agreement shall be by formal written amendment executed by the Parties.
- b. *Termination*. This Agreement may be earlier terminated under the following circumstances:
 - i. <u>For Cause</u>. A Party may terminate this Agreement for material breach of this 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 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. <u>Conflict of Interest.</u> 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. <u>Failure to Appropriate Sufficient Funds</u>. This Agreement shall automatically terminate if, for any reason, the Fund or the County fails to appropriate sufficient funds to pay for the personnel costs associated with the Pima County Mapping Administrator position or either Party fails to pay 50% of any unfunded salary and ERE for the Mapping Administrator.
- c. *Effect of termination*.
 - i. <u>Payments</u>. Payment due to the County pursuant to this Agreement shall be prorated through the date of termination.
 - ii. <u>Property</u>. All property purchased with monies from the 9-1-1 Revolving Fund, both real and intellectual, shall remain the property of the Pima County 9-1-1 Committee.
- **6. Indemnification.** To the fullest extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its

officers, officials, employees, agents, volunteers, successors, and assigns (as "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, volunteers, successor, or assigns, provided, however, that the Indemnitor shall have no obligation to indemnify the Indemnitee for the Indemnitee's passive negligence. This paragraph shall survive the termination, cancellation, expiration or revocation, whether in whole or in part, of this Agreement.

- **7. Insurance.** When requested, a Party shall provide the other Party with proof of its workers' compensation, automobile, accident, property damage, and liability coverage or program of self- insurance.
- 8. Books and Records. The City shall keep and maintain proper and complete books, records and accounts of the monies it receives from the 9-1-1 Revolving Fund, which will be maintained in accordance with the City's records retention policy and made available for inspection by the County upon reasonable notice.
- 9. Construction of Agreement.

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- 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.* If 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 this Agreement are severable. If any provision of this Agreement is declared invalid or void, the Parties agree to meet promptly upon request of a Party in an attempt to reach an agreement on a substitute provision.

- **10. Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the County or the City.
- **11. No Joint Venture**. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between a Party and the other Party's employees, except as expressly provided for in paragraph 12 (Workers' Compensation). No Party shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other Party, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- **12.** Workers' Compensation. For purposes of Workers' Compensation, an employee of a Party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another Party pursuant to this specific Agreement, is deemed to be an employee of both Parties, as provided in A.R.S. § 23-1022(D). The primary employer of such employee shall be solely liable for payment of Workers' Compensation benefits for the purposes of this paragraph. Each Party shall comply with the notice provisions of A.R.S. § 23-1022(E).
- **13.** 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 either Party to this Agreement, by imposing any standard of care different from the standard of care imposed by law.
- **14. 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 Orders 99-4 and 2009-9, issued by the Governor of the State of Arizona are incorporated by this reference as a part of this 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.
- **15. Waiver.** Waiver by either 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.
- **16.** 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 Party affected, order of any government officer or court (excluding orders promulgated by the Party affected), 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. A Party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

- **17.** Notification. All notices or demands upon either Party shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:
- CITY: CITY OF TUCSON Public Safety Communications Attn: Geoffrey Kuhn 4004 S Park Ave, Bldg B Tucson, Arizona 85714
- COUNTY: PIMA COUNTY Attn: Communications Commander 1750 East Benson Highway Tucson, AZ 85714

Notices shall be deemed delivered and received on the date of delivery, if delivered in person, or on the third business day after mailing, if delivered by any form of mail. A Party may, by written notice to the other Party, designate another address or person for receipt of notices under this Agreement.

- **18. Remedies.** Either 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.
- **19. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the County has caused this Agreement to be executed by the Chair of the Pima County Board of Supervisors, upon resolution 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.

PIMA COUNTY

Sharon Bronson, Chair, Board of Supervisors

Date:

ATTEST:

CITY OF TUCSON

Regina Romero, Mayor

Date: November 9, 2021

ATTEST:

Roger Nandolph, City Clerk Suzanne Mesich

Julie Castañeda, Clerk of the Board Melissa Manriquez

Intergovernmental Agreement Determination

The foregoing intergovernmental agreement between PIMA COUNTY and the CITY OF TUCSON has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Party to this Agreement represented by the undersigned.

PIMA COUNTY:

Deputy County Attorney

Date: 3/21/22

CITY OF TUCSON:

City Attorney Date: