



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 9/6/2022

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Littler Mendelson P.C.

***Project Title/Description:**

Legal Representation for Pima County in Arizona Conference of Police and Sheriffs, Inc., et al. v. Pima County, CV-21-00512-TUC-SHR

***Purpose:**

Contractor will provide Legal Representation of Pima County in A.Z.C.O.P.S., et al., v. P.C., CV-21-00512-TUC-SHR.

***Procurement Method:**

Legal Services for pending or anticipated litigation are exempt under procurement code 11.04.020(c).

***Program Goals/Predicted Outcomes:**

Contractor will successfully represent Pima County in Legal Representation for Pima County in Arizona Conference of Police and Sheriffs, Inc., et al. v. Pima County, CV-21-00512-TUC-SHR

***Public Benefit:**

No or reduced payout from the General Fund.

***Metrics Available to Measure Performance:**

Contractor will invoice County on a monthly basis. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County.

***Retroactive:**

Yes. Litigation was pending at the time that outside counsel was contacted and negotiations regarding costs and needs of the case delayed the contract. Services will not be rendered if not approved.

TO: COB 8-18-22 (L)
vers. 1
pgs: 9

AUG17 22PM0227 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: CT Department Code: FN Contract Number (i.e., 15-123): 23*069
 Commencement Date: 12/28/21 Termination Date: 12/27/23 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 141,000.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required: General Fund**

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 141,000.00 % 100.00

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: Deimos Thorne

Department: PCAO Civil Division - BTU

Telephone: (520) 724-8274

Department Director Signature: _____ Date: 7.6.22

Deputy County Administrator Signature: _____ Date: _____

County Administrator Signature: _____ Date: 7/7/2022

Pima County Attorney's Office

Project: Legal Representation for Pima County in *Arizona Conference of Police and Sheriffs, Inc., et al. v. Pima County*, CV-21-00512-TUC-SHR

Contractor: Littler Mendelson P.C.
2425 East Camelback Road, Suite 900
Phoenix, AZ 85016

Amount: \$141,000.00

Contract No.: CT-FN-23*069

Funding: General Fund

LEGAL SERVICES CONTRACT

1. Parties and Background.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Littler Mendelson P.C., a Professional Corporation ("Contractor").
- 1.2. Authority. County selected Contractor pursuant to and consistent with Pima County Code § 11.04.020(C).
- 1.3. Background. County requires the services of Contractor to provide legal advice and representation of Pima County (the "Client") in connection with federal court case, case no. CV-21-00512-TUC-SHR (the "Lawsuit"). Contractor is experienced in providing this type of legal services. The parties are entering into this Contract retroactively because services were needed immediately.]

2. Term.

- 2.1. Initial Term. The term of this Contract commences on December 28, 2021 and will terminate on December 27, 2023 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to four additional periods of up to one year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services.

- 3.1. Scope of Legal Representation. Contractor will provide legal representation and advice to the Client in connection with the lawsuit. Contractor will not represent or advise the Client with respect to any other matter under this Contract except at the

request of or with the consent of the Chief Civil Deputy Pima County Attorney, and after amendment of the scope of this Contract.

- 3.2. Cooperation. These legal services will be rendered in cooperation with County and in a manner consistent with the Contractor's ethical obligations to County. Contractor will also coordinate with Pima County Risk Management on all matters related to the Lawsuit.
- 3.3. Key Personnel. Contractor will employ suitably trained and skilled professional personnel to perform all legal services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following individuals:

Shawn Oller, Finn Pressly, Sara O'Keefe, Steve Lapriore (paralegal)

- 3.4. Compliance with Rules. Contractor will provide these legal services in full compliance with all ethical rules applicable to attorneys licensed to practice law in Arizona, as well as in full compliance with all rules of court that may be applicable to the Lawsuit.
- 3.5. Significant Events. When, in Contractor's opinion, events occur that significantly affect the balance of the funds available to Contractor under this contract, Contractor will provide notice to the Chief Civil Deputy or designee as soon as possible, to the fullest extent permitted by the applicable ethical rules.
- 3.6. Appeals. No appeals shall be taken from judgments or rulings rendered in the Lawsuit without the prior written approval of the Chief Civil Deputy. Contractor will notify the Chief Civil Deputy in writing of the commencement and duration of any appeal period.
- 3.7. Conflicts of Interest. Contractor has disclosed to County any engagements it has which involve representing clients with positions adverse to the County's interests. To the extent that Contractor currently represents clients whose interests are adverse to the County, Contractor will provide County and the Chief Civil Deputy evidence of that client's informed consent, confirmed in writing, to the Contractor's continued representation pursuant to ER1.7 of the Rules of Professional Conduct.

4. **Compensation and Payment.**

- 4.1. Rates. In consideration of the services specified in this Contract, County agrees to pay Contractor on an hourly basis, to be billed in 1/10 of an hour increments, for work performed pursuant to this Contract, at the following rates:

Shawn Oller \$430 / hour, Sara O'Keefe \$ 380 / hour

Finn Pressly \$630 / hour, Steve Lapriore \$ 210 / hour (paralegal)

- 4.2. Rate Increases. In the event that economic conditions are such that rate increases become necessary (no more often than annually), Contractor must submit to County supporting documents justifying such increases, including documentation showing that Contractor has increased its rates for all similarly situated clients. County will review the proposed pricing and determine if it is in the best interests of County.

- 4.3. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$141,000.00 (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
- 4.4. Sales Taxes. The rates in Section 4.1 do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 4.5. Invoices. Contractor will invoice County on a monthly basis or upon completion of a specific task, whichever is sooner. Contractor will provide County with a letter report detailing activities performed as a part of each invoice. County may refuse to pay any amount for which Contractor fails to timely bill County, and will, pursuant to A.R.S. § 11-622(C), refuse to pay any amount invoiced more than six months after the services were performed. Each invoice is payable within 30 days of the date the invoice is received by County.
- 4.6. Expenses. County will reimburse Contractor for contractor's necessary, reasonable, actual expenses incurred by Contractor in the performance of this Contract. This does not include mileage, lodging or meals unless Contractor is required to travel in order to perform under the Contract more than 75 miles from Contractor's normal place of business. Travel-related expenses will be subject to the following limitations: 1) \$.4450 per mile for use of Contractor's private conveyance; 2) coach airfare; and 3) the actual costs of lodging, not to exceed \$150 per day; and 4) the actual cost of meals, not to exceed \$40.00 per day. Contractor will submit receipts and other proof of payment as appropriate when invoicing County for expenses.
- 4.7. Invoice Adjustments. County may, at any time during the Term and during the retention period in Section 21 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.
5. **Insurance.** Contractor will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.
- 5.1. Minimum Scope and Limits of Insurance: Contractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

- 5.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.
- 5.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned (as applicable) autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.
- 5.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
- 5.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.
- 5.1.5. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" located in the next section.
- 5.2. Additional Insurance Requirements: The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:
 - 5.2.1. Claims Made Coverage: 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 Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
 - 5.2.2. Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of respect to liability arising out of the activities performed by or on behalf of the Contractor.
 - 5.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of

the Contractor.

- 5.2.4. Primary Insurance Endorsement: Except for Workers Compensation insurance and Professional Liability (E&O) insurance, the Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, employees or Pima County shall be excess and not contributory insurance.
- 5.2.5. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR). Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- 5.2.6. Insurer Financial Ratings: 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.
- 5.2.7. Subcontractors: Contractor must require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 5.3. Notice of Cancellation: For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to Pima County, within fourteen (14) days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.
- 5.4. Verification of Coverage:
 - 5.4.1. Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract. An authorized representative of the insurer shall sign the certificates.
 - 5.4.2. All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect 10 days prior to work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal when requested, is a material breach of contract.
 - 5.4.3. All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require Certificate of Insurance evidencing all insurance policies required by this Contract at any time.
 - 5.4.4. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements to include the

County and its departments, officials and employees.

- 5.5. **Approval and Modifications:** Pima County Risk Management reserves the right to review required endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.
6. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, and employees. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
7. **Laws and Regulations.**
- 7.1. **Compliance with Laws.** Contractor will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 7.2. **Licensing.** Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 7.3. **Choice of Law: Venue.** The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
8. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
9. **Subcontractors.** Contractor is 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 Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract 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. For the avoidance of doubt, this paragraph does NOT apply to subcontractors that Contractor retained at the direction of County.

10. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
11. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor 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.
12. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
13. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
14. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, 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.
15. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
16. **Termination by County.**
 - 16.1. Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
 - 16.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
 - 16.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may

terminate this Contract 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 Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

17. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Attn: Chief Civil Deputy
Pima County Attorney's Office
32 N. Stone Avenue, Suite 2100
Tucson, AZ 85701

Contractor:

Shawn Oller
Littler Mendelson P.C.
2425 East Camelback Rd., Suite 900
Phoenix, AZ 85016
(602) 474-3608
soller@littler.com

18. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
19. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. 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 Contract.
20. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
21. **Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
22. **Legal Arizona Workers Act Compliance.**
- 22.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 22.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 22.3. Remedies for Breach of Warranty. Any breach of Contractor'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 Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor 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. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

- 22.4. **Subcontractors.** Contractor will advise each subcontractor providing services under this Contract of County's rights, and the subcontractor's obligations, under this Section 22 by including a provision in each such 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."

23. **Grant Compliance.** Not Applicable.
24. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
25. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
26. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.
27. **Effective Date.** This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM AND CONTENT



Chief Civil Deputy

7.6.22
Date

CONTRACTOR



Authorized Officer Signature

R. Shawn Oller
Printed Name and Title

07-08-2022
Date