



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 2/19/19

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Pima County/Tucson Metropolitan Counter Narcotics Alliance (CNA)

***Project Title/Description:**

Pima County/Tucson Metropolitan Counter Narcotics Alliance (CNA)

***Purpose:**

To establish CNA to provide drug enforcement, demand reduction and education in the Tucson metropolitan area.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

Reduce the rate of crime associated with drug trafficking and drug use, implement strategies that will serve to interdict the availability, shipment and flow of illicit drugs, and the financial incentive for those activities, utilize intelligence-based law enforcement planning to coordinate collaborative resources available through member agencies, and reduce the demand, availability, and chronic use of illicit drugs.

***Public Benefit:**

To reduce the drug activity in Pima County.

***Metrics Available to Measure Performance:**

Reimbursement requests submitted.

***Retroactive:**

No.

FEB 13 19 10 05 PM '19

To: COB- 2-13-19

Ver. 1

Pgs - 14 (1)

Addendum

Contract / Award Information

Document Type: CTN Department Code: SD Contract Number (i.e.,15-123): 19*120
Effective Date: 02/19/2019 Termination Date: 02/18/2024 Prior Contract Number (Synergen/CMS):
☐ Expense Amount: \$* ☒ Revenue Amount: \$ 100,000.00

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

Funding from General Fund? ☐ Yes ☒ No If Yes \$ %

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient?

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e.,15-123):

Amendment No.: AMS Version No.:

Effective Date: New Termination Date:

Prior Contract No. (Synergen/CMS):

☐ Expense or ☐ 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):

Effective 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: Bonnie Schaeffer

Department: Sheriff

Telephone: 351-6374

Department Director Signature/Date: *Jana Gates* 2/12/2019

Deputy County Administrator Signature/Date:

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

CONTRACT	
NO.	CTN-SD-19-120
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

INTERGOVERNMENTAL AGREEMENT
BETWEEN
TUCSON POLICE DEPARTMENT, PIMA COUNTY SHERIFF'S DEPARTMENT, UNIVERSITY
OF ARIZONA POLICE DEPARTMENT, MARANA POLICE DEPARTMENT, ARIZONA
DEPARTMENT OF PUBLIC SAFETY
AND
PIMA COUNTY/TUCSON METROPOLITAN COUNTER NARCOTICS ALLIANCE (CNA)

This intergovernmental Agreement (hereinafter "IGA") is entered into pursuant to A.R.S. § 11-952 by and between the parties that form the Pima County/Tucson Metropolitan Counter Narcotics Alliance (hereinafter "CNA") a law enforcement task force. CNA members include, but are not limited to: Arizona Department of Public Safety, Tucson Police Department, Pima County Sheriff's Department, University of Arizona Police Department, and Marana Police Department.

RECITALS

Whereas, the City of Tucson, the State of Arizona, Pima County, The University of Arizona, the Arizona Board of Regents, the Town of Marana, pursuant to ARS § 13-3872, and in accordance with the provisions of ARS Title 11, Chapter 7, Articles 3, and as authorized by appropriate action of the governing body for each party, desire to enter into this mutual agreement on behalf of these law enforcement agencies.

Whereas, the City of Tucson is empowered by Tucson Charter Chapter X, Section 7, to maintain a Police Department of the purposes stated herein and is authorized to contract by Tucson Charter Chapter IV, Section and

Whereas, the Arizona Department of Public Safety is empowered by ARS § 41-1712 to maintain a narcotics enforcement and criminal investigation division, and Whereas, Pima County is empowered by ARS § 11-952 to enter into agreements for joint or cooperative action, and the Sheriff is empowered by ARS § 11-441 to preserve the peace and arrest those who commit public offenses, and

Whereas, the Arizona Board of Regents is empowered by to ARS § 15-1627 (F) to maintain the University of Arizona Police Department for the purposes stated therein and by ARS § 15-1625 to enter into contracts on behalf of the University of Arizona Police Department and

Whereas, the Town of Marana is empowered by ARS Title 9 to contract by ARS § 9-240 (b) (12) to maintain the Marana Police Department for the purposes stated therein, and

Whereas, implementation of this IGA will substantially further the public safety, health, and welfare:

Now THEREFORE, the parties do hereby agree as follows:

DEFINITIONS

- A. "Party" means each of the governmental entities that have executed this agreement.
- B. "Chief Law Enforcement Officer" means that the person who is a "department of agency head with peace officer jurisdiction, or their duly authorized representative, having the primary responsibility for law enforcement within the jurisdiction or territory," as such phrase is used in ARS § 13-3871, whether designated by appointment or election.

- C. "CNA" means the Pima County/Tucson Metropolitan Counter Narcotics Alliance. The governmental entities making up CNA are the City of Tucson, the County of Pima, the State of Arizona, the Arizona Board of Regents, the University of Arizona, the Town of Marana, and the United States Government.

AGREEMENT

I. Purpose

The purpose of establishing CNA is to provide drug enforcement, demand reduction, and education in the Tucson metropolitan area. Enforcement efforts focus on the full range of drug abuse, misuse, and trafficking activities.

II. Obligations of the Parties

- A. The objectives to be accomplished by CNA through the formation of this IGA in the Tucson metropolitan area include:

1. Reducing the rate of crime associated with drug trafficking and drug use.
2. Implementing strategies that will serve to interdict the availability, shipment and flow of illicit drugs, and the financial incentive for those activities.
3. Employing investigative strategies that target offenders, locations and organizations involved in illicit drug activities.
4. Utilizing intelligence-based law enforcement planning to coordinate collaborative resources available through member agencies.
5. Reducing the demand, availability, and chronic use of illicit drugs.

B. Jurisdiction

The Chief Law Enforcement Officers of each of the parties hereto individually consent to the extension of peace authority into their jurisdiction or territory by the peace officers assigned to CNA by the Chief Law Enforcement Officers of other parties, in accordance with the provisions of ARS § 13-3872. Nothing in this agreement shall be construed as either limiting or extending the lawful jurisdiction of any of the parties, other than as expressly set forth herein.

C. PLANNING AND ADMINISTRATION

1. CNA is governed by a Policy Board composed of participating law enforcement members that has decision making authority over CNA's policies and operations.
2. This authority includes the following:
 - a. Establishing policies for assigning cases to be investigated.
 - b. In accordance with ARS 13-2314 and 13-2315, providing direction to:
 - i. disburse funds either forfeited or otherwise that come under the direct control of CNA,
 - ii. assign or transfer forfeited real property or cash to either member agencies of CNA; or to CNA's Anti-Racketeering Fund, held and managed by the Pima County Attorney's Office,

- iii. assign or transfer non-forfeited real property or cash to the City of Tucson, as the fiduciary agent for CNA, to hold in an established account for CNA use pursuant to the provisions of ARS § 13-2314 and to 13-2315
 - a. The approval of assignments or transfers of unclaimed funds or real property from the seizure holding accounts to the non-forfeiture CNA operating account can occur only after the City of Tucson has completed due diligence efforts to return funds or real property back to the owner in a manner that is compliant with city, state and federal regulations.
- iv. assign or transfer forfeited real property or cash generated by participating Federal Jurisdictions as provided for by law.

c. Maintaining oversight of forfeiture investigation and analysis conducted by the Asset Forfeiture Unit established by CNA.

3. Membership of the Policy Board

a. The Policy Board will consist of the Chief Law Enforcement Officer of the agency sitting on the board or, in the case of Federal agencies, the head of the Tucson office. The Lead Agency board members include: Tucson Police Department, Pima County Sheriff's Department, Arizona Department of Public Safety, Drug Enforcement Administration and Homeland Security Investigations. The Southwest Border High Intensity Drug Trafficking Area (SWB HIDTA) Executive Director or designated representative will act as the Facilitator of the Board.

b. Additional agencies, herein also referred to as Participating Jurisdiction Members (PJM) will include, but not limited to, The University of Arizona, and Marana Police Department. A single PJM representative selected from among the ranks of the PJMs shall be their designated Policy Board.

c. Additional law enforcement agencies may be considered for participation in CNA with final decision-making for their acceptance on the Board retained by the current Policy Board members at the time a request is made.

d. Each member of the Policy Board has an equal vote. Motions will be considered Adopted by the Board based on the simple majority vote of a Board Quorum. A Board Quorum shall consist of no less than 4 members either present or attending via phone. The Chief Law Enforcement Officer representing PJMs will have the right to represent and vote on the behalf of other participating jurisdiction members.

4. The Policy Board meets on a regular schedule that is agreed upon by the Board Members. CNA's Commander is responsible for making quarterly or regularly scheduled reports to the Board regarding CNA's operational and budget activities.

Minutes are kept of all meetings, and members are notified in advance of scheduled meeting dates.

D. OPERATIONAL COMMAND

The Board is responsible for selecting the operational commander of the CNA, who is responsible to the Policy Board for carrying out approved policy.

E. PROJECT ADMINISTRATION AND REPORTING

1. Responsibilities of CNA and City of Tucson Police Department include:

a. Grants and Reimbursements: The Tucson Police Department is responsible for contract administration, equipment purchases, grant and funding source reports. This includes submission of financial grant and funding. CNA is responsible for the annual High Intensity Drug Trafficking Area (HIDTA) and Arizona Criminal Justice Commission (ACJC) grant applications including budget requests. The monthly, quarterly and annual performance measurement statistical reports required by HIDTA and ACJC assigned grant administrators are the responsibility of CNA.

b. Provision of Documentation: The Tucson Police Department establishes requirements for the provisions of documentation necessary to reimburse participating agencies for personnel, equipment and all other operating expenditures. This responsibility includes ensuring that all grant-funded expenditures comply with the Federal guidelines for the HIDTA and ACJC grants.

c. Financial Systems Management Procurement: CNA will approve and manage all of its operating expenditures directly through the City of Tucson financial system and be responsible for the following tasks.

1. CNA staff will coordinate with the City of Tucson budget, finance and purchasing sections to outline methods that are in the best interest of both parties to process and pay for CNA purchases and expenses.

2. CNA staff will enter and manage input of all operating expenses in the City of Tucson's financial systems.

3. CNA staff will follow all guidelines set forth by the City of Tucson for the preparation and management of its finances on the software and web-based systems utilized by the city's budget and finance sections.

4. CNA staff will follow all requirements set forth by the City of Tucson, Pima County, state, and federal (including HIDTA) purchasing for the preparation and processing of purchase orders, vendor contracts, P-card payments and any other purchases made on behalf of CNA. CNA finance staff will be granted access to City of Tucson purchasing software and associated financial systems to insure compliance requirements are met and fully auditable.

5. CNA members will obtain internal approvals from CNA staff for payment of expenditures. Originals or copies of all reimbursement requests from its lead and participating jurisdiction members to agencies, including grant funded personnel expenses made to HIDTA and ACJC, will be sent to CNA for approval and processing. All member jurisdiction purchases and expenditures will be in compliance with local, state and federal guidelines and requirements (as applicable).

6. The City of Tucson will issue checks for expenses incurred by CNA vendors, CNA's participating agencies, and any and all other entities requesting payment.

7. CNA will make monthly requests directly to the Pima County Attorney's Office (PCAO) to re-fund the City of Tucson for the expenses itemized in item 6 above. Reimbursement checks will be issued by PCAO, sent to CNA, and then forwarded by CNA to the City of Tucson finance department.

2. Responsibilities of the City of Tucson

a. Review and provide financial guidance and assistance for CNA as provided for other participating agencies and entities with the City's financial system.

b. Process, enter or forward all invoices for payments to CNA for internal approvals.

c. Provide CNA with budget reports for its expenses and the necessary planning documents for budget preparations.

d. Provide assistance with purchase orders and purchase processes through the City as needed.

3. Responsibility of Agencies Submitting Reimbursement Requests to CNA

a. Two copies of all requests for grant and personnel (salary, overtime, overtime ERE) reimbursements are required. If only one copy is submitted, CNA will return it to the submitting party and request that 2 copies be forwarded to CNA. CNA reserves the right to revise the number of copies and paperwork required by agencies and other entities submitting reimbursement requests as CNA's financial documentation policies change.

b. Any travel or training attended on behalf of CNA will be planned and paid for through CNA or the employee's home agency. When these expenses are incurred by a home agency, this agency must submit a reimbursement request to CNA. CNA staff will process the reimbursement to the submitting agency and request a check for payment of these expenses from PCAO.

F. STAFF

1. CNA includes staff from grant-funded and non-grant funded sources. Positions allocated to CNA from state or local member agencies shall be assigned by the Policy Board with the goal of encouraging and maintaining a multi-jurisdictional staff. Grant funded positions are not allocated to federal agencies.

2. Personnel selected to fill grant-funded positions are chosen in accordance with federal affirmative action guidelines. Agencies providing grant funded employees pay the salaries and fringe benefits for said employees and submit documentation as required by the Tucson Police Department for the BYRNE Grant and as required by the Administrators of the HIDTA Grant for reimbursement of these personnel expenses. Agencies receiving grant funds agree to preserve and make available all salary and fringe benefit records for a period of five (5) years from the date of final payment, or for a longer period of time if required by state or federal regulation. Agencies providing grant funded positions will insure they are not using these positions to supplant currently budgeted positions.

3. Overtime and overtime employee related expenses incurred by a staff member will be funded by CNA from its Anti-Racketeering account. Lead and participating jurisdiction member agencies must prepare and submit to CNA reimbursement requests for processing and payment of these expenses.

G. PROVISIONS OF EQUIPMENT AT TERMINATION OF IGA BY ALL PARTICIPATING MEMBERS.

Upon termination of the IGA and disbandment of CNA, equipment purchases (including vehicles) made with Anti-Racketeering funds managed by the Pima County Attorney's Office shall be disbursed in accordance with Federal and state guidelines at the time this agreement is ended. The Policy Board will retain the right to disburse existing equipment, including vehicles, to its participating agencies. The agencies requesting the equipment/vehicles must provide the Tucson Police Department and the City of Tucson with written assurance that equipment and vehicles will be used in the criminal justice system. If equipment used by CNA was supplied by one of its member agencies, said equipment will be returned to that agency.

H. UNAVAILIBILITY OF FUNDING

Every payment obligation of CNA's participating agency members under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, this Agreement may be terminated by an agency member. In the event this provision is exercised, an agency member shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. Member agencies will be held liable for financial liabilities in excess of CNA reserves. Member agencies will be held liable for annual fiscal year costs that exceed the financial allocations of grant related funding. The amount of liability is based on available CNA reserves, grant agreements and Policy Board actions.

III. TERM

This IGA shall be for an initial term of five (5) years, effective upon the adoption of a fully executed agreement by all parties. The parties shall have the option to extend the term of this IGA for two (2) additional five (5) year periods. Any modification or time extension of this IGA shall be by formal written amendment executed by parties hereto.

IV. TERMINATION

A. Any party may terminate its participation in this Agreement by giving not less than a 60-day written notice to the other parties. In the event of such termination, each party shall retain possession of its separately owned equipment and property. Any party, whose participation in the Agreement is terminated for any reason, shall return to CNA equipment and vehicles purchased with CNA grant or Anti-Racketeering funds.

B. The CNA Policy Board reserves the right to request termination of this Agreement with a participating member if that member violates the policy guidelines set forth by the CNA Board. A vote of the other Board members will be taken to determine if a consensus exists for requesting the termination.

C. This IGA is subject to cancellation by the parties pursuant to A.R.S. § 38-511.

V. NON-ASSIGNMENT

None of the parties to this Agreement shall assign its rights under this Agreement to any other party without written permission from the Policy Board.

VI. CONSTRUCTION OF AGREEMENT

A. Entire agreement. This instruction constitutes the entire agreement between all parties herein pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral, or written, are hereby superseded and merged herein. Any exhibits to this Agreement are incorporated herein by this reference.

B. Amendment. This Agreement may be extended, modified, amended, altered, or changed only by written agreements signed by all 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, 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 another party in attempt to reach an agreement on a substitute provision.

VII. LEGAL JURISDICTION

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of any existing CNA member.

VIII. 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 the members and CNA. None of the parties shall be liable for neither any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security income taxes for itself or any of its employees.

IX. RESERVED

X. LIMITATION OF LIABILITY AND COMPLIANCE WITH LAWS

Each party will comply with the human relations provisions of its respective agency and all 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. Non-Discrimination. The parties shall comply with the provisions of A.R.S. § 41-1463, Tucson Code § 28-138 and Executive Order 75-5, as amended by Executive Order 2009-9, all of which are incorporated herein by this reference.

B. Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-366, 42 U.S.C 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.

C. For the purposes of worker's compensation, an employee of a party to this agreement, who worked under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this particular intergovernmental agreement for mutual aid law enforcement, shall be deemed to be an employee of the party who is the employee's primary employer and of the party under whose jurisdiction and control the employee is then working as provided in A.R.S. § 23-1022(D) and the primary employer party of such an employee shall be solely liable for payment of worker's compensation benefits for the purpose of this section. Each party herein shall comply with provision of A.R.S. § 23-1022(E) by posting the public notice required.

1. Except for the purpose of worker's compensation as noted in the preceding paragraph of this section, each party shall be solely responsible and liable for claims, demands, or judgments (including costs, expenses and attorney fees) resulting from personal injury to any person or damage to any property arising out of its own employee's performance under this agreement. Each party shall have the right of contribution against the other parties with respect to tort liability judgments should multiple parties under this agreement be found liable. This right of contribution shall not apply to any settlement or demand and each party shall be solely responsible for its own acts or omissions and those of its officers and employees by reason of its operations under this agreement. This responsibility includes automobile liability. Each party represents that it shall maintain for the duration of this agreement liability insurance. The parties may fulfill their obligations by programs of self-insurance providing protection.

D. Immigration. Pursuant to the Governor's Executive Order 2005-30, the parties agree to comply with all applicable federal immigration laws and regulations.

E. Each party agrees to be solely responsible for any expense resulting from industrial insurance by its employees incurred as a result of operations under this agreement.

F. CNA will assume sole responsibility for compliance with Internal Revenue Service and outside local, state and federal regulations. Said compliance will relate to all laws and guidelines set forth by any governing entity, especially regarding CNA financials. The City of Tucson will not assume any liability for non-conformance or penalties related to governance of CNA's budgeting and financial practices.

G. Reserved.

XI. ARBITRATION

In the event of dispute under this IGA, the parties agree to use arbitration to the extent required under ARS § 12-1518 and 12-133.

XII. 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.

XIII. 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 causes beyond the control of the party affected, including but not limited to the 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 negligence or willful action of the parties, or 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 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.

XIV. METHOD OF EXECUTION

This agreement may be executed in one or more identical counterparts each of which shall be deemed an original, but all of which taken together shall constitute one agreement.

XV. 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:

City of Tucson
City Manager
City Hall Tower
255 West Alameda Street, 10th Floor
Tucson, AZ 85701

Tucson Chief of Police
Tucson Police Department
270 South Stone Avenue
Tucson, AZ 85701

Director
AZ Department of Public Safety
PO Box 6638
Phoenix, AZ 85005

Pima County Sheriff
Pima County Sheriff's Department
1650 E Benson Hwy
Tucson, AZ 85714

Deputy County Attorney
Pima County Attorney's Office
32 N. Stone Avenue
Tucson, AZ 85701

University of Arizona
Sponsored Projects Services
PO Box 3308
Tucson, AZ 85722-3308

Marana Chief of Police
Town of Marana
11555 West Civic Center Drive
Marana, AZ 85653

XVI. REMEDIES

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

XVII. HOLD HARMLESS CLAUSE

Each party shall be responsible for liabilities from all claims, damages, or suits arising from the negligence or willful misconduct of its officers, agents, and employees of any kind of nature arising out of CNA or its participating member agencies. Each party, with the exception of the University of Arizona, an agency of the State (A.R.S. § Section 35-154, Arizona Attorney General Opinion 67363) agrees to indemnify, defend and hold harmless all parties, its officers, employees and participating agencies from and against any and all suits, actions, legal or administrative proceedings, claims demands or damages of any kind under nature arising out of their negligence, except for any such liability out of the sole negligence of CNA.

Parties to This Agreement
City of Tucson
Municipal Corporation

Mayor

Date

ATTEST:

City Clerk

Date

Reviewed And Approved As To Form:

Pursuant to A.R.S. § 11-952, the attorneys for the Parties hereto have determined that the foregoing Agreement is in proper form, and is within the powers and authority granted under the laws of this State.

City of Tucson Attorney

Date

City Manager

Date

Parties to This Agreement
State of Arizona

ATTEST:

Frank Milstead, Director
Arizona Department of Public Safety

Reviewed And Approved As To Form:

Pursuant to A.R.S. § 11-952, the attorneys for the Parties hereto have determined that the foregoing Agreement is in proper form, and is within the powers and authority granted under the laws of this State.

AZ DPS Legal
Attorney General

Arizona Board of Regents
On behalf of the University of Arizona

ATTEST:

University of Arizona
Office of Research & Contracting Analysis

Date

Reviewed And Approved As To Form:

Pursuant to A.R.S. § 11-952, the attorneys for the Parties hereto have determined that the foregoing Agreement is in proper form, and is within the powers and authority granted under the laws of this State.

Counsel, Arizona Board of Regents

Date

Parties to This Agreement
Pima County

ATTEST:

Board of Supervisors

Date

Clerk of the Board

Date

Reviewed And Approved As To Form:

Pursuant to A.R.S. § 11-952, the attorneys for the Parties hereto have determined that the foregoing Agreement is in proper form, and is within the powers and authority granted under the laws of this State.

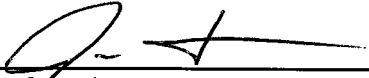


Pima County Attorney

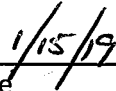


Date

PIMA COUNTY



Chief Stuckey



Date

Parties to This Agreement
Town of Marana

ATTEST:

Mayor Date

Town Clerk Date

Reviewed And Approved As To Form:

Pursuant to A.R.S. § 11-952, the attorneys for the Parties hereto have determined that the foregoing Agreement is in proper form, and is within the powers and authority granted under the laws of this State.

Town of Marana Attorney Date