



Board of Supervisors Memorandum

June 16, 2015

**Proposed Intergovernmental Agreement (IGA) with the City of Tucson
for Animal Care and Enforcement Services
Modification to the Draft IGA on the June 16, 2015 Agenda for Approval**

SUPPLEMENTAL INFORMATION

Following preliminary discussion by the Board of Supervisors on June 2, 2015 regarding the present and proposed IGAs between the City of Tucson and Pima County governing the operations of the Pima Animal Care Center (PACC) within the Tucson city limits, Pima County staff continued discussions with the City of Tucson.

Based on those discussions, I am recommending an amendment to the present IGA and minor modifications to the proposed IGA the Board now has as part of the June 16, 2015 agenda.

Recommendations

I recommend the Board of Supervisors:

1. Approve the City of Tucson's request that the \$238,049.85 for shelter expansion be paid by the City from the present IGA through the attached proposed First Amendment to the Intergovernmental Agreement between Pima County and the City of Tucson for Animal Care and Enforcement Services (Attachment 1).
2. Approve minor modifications to the proposed IGA as delineated in legislative format in Attachment 2 and summarized below:

A. The total projected amount for Fiscal Year 2015/16 for the provision of PACC services to residents of the City of Tucson is \$4,884,300, and the draft IGA proposed the City pay the County in 12 equal payments of \$407,025. The actual amount is based on real costs that may vary from month to month. In addition, the City may choose to reduce its overall costs by declining or reducing the scope of Enforcement Services provided to the City by the County. For that reason, we propose to amend Section 4.0 by deleting the language that required 12 equal payments and replacing it with language providing for the submission of monthly bills to the City from the County. These monthly bills are subject to quarterly audit as defined in Section 5.2.1.

B. A new Section 5.2.2 is being proposed, which mandates the City of Tucson designate a representative to attend quarterly meetings with Pima County, PACC and the other jurisdictions that contract with PACC for services. This relatively new group

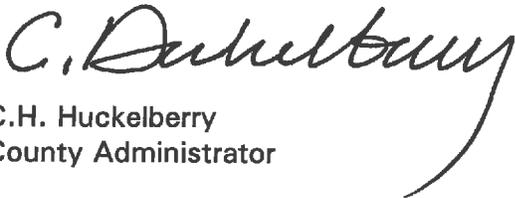
The Honorable Chair and Members, Pima County Board of Supervisors
Re: **Proposed IGA with the City of Tucson for Animal Care and Enforcement Services –
Modification to the Draft IGA on the June 16, 2015 Agenda for Approval**
SUPPLEMENTAL INFORMATION

June 16, 2015

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will allow for regular and ongoing communications between the participating jurisdictions and PACC. This group, along with the present Animal Care Advisory Committee, will review and make recommendations to the Board of Supervisors about animal care and control general policies, services, programs, enforcement capabilities, financial operations and management. The group will, on a quarterly basis, review PACC's long-range plans, general policies, programs and services, financial statements and reports, and program budgets and to provide program funding and budget recommendations to the Board of Supervisors. Participation in this group should ensure the City of Tucson is not surprised by animal care costs.

Respectfully submitted,



C.H. Huckelberry
County Administrator

CHH/mjk – June 12, 2015

Attachments

c: Jan Leshar, Deputy County Administrator for Medical and Health Services
Dr. Francisco Garcia, Director, Health Department

ATTACHMENT 1

**FIRST AMENDMENT
TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN PIMA COUNTY AND THE CITY OF TUCSON
FOR ANIMAL CARE AND ENFORCEMENT SERVICES**

RECITALS

- A. The parties entered into an intergovernmental agreement on August 6, 2013 for the provision of animal care and enforcement services; and
- B. Pursuant to that agreement Pima County is required to equip, furnish, and maintain the Pima Animal Care Center and provide humane treatment for all animals housed therein including the provision of adequate food, water, and shelter; and
- C. Pima County has transitioned to a model of care that aspires to more closely resemble a no-kill model which resulted in an emergent need for greater sheltering capacity; and
- D. In order to humanely shelter the number of animals housed at Pima Animal Care Center, Pima County purchased and erected an air conditioned tent; and
- E. The parties wish to clarify that the costs of purchasing, erecting and maintaining the tent should be allocated among all jurisdictions utilizing the facilities and services of the Pima Animal Care Center.

In consideration of the foregoing the parties agree as follows:

- 1. Paragraph 9 is modified to read as follows:

9. Payment. All payments received from constituents on behalf of the CITY will be deposited daily with the Pima County Treasurer's Office into a Fiduciary Agency Account (the City Account). The COUNTY will bill the CITY monthly for actual costs incurred on behalf of the CITY, including any costs for necessary capital improvements, and will instruct the Pima County Treasurer's Office to remit to CITY all revenues collected on behalf of the CITY on a monthly basis. During the month the revenue is collected, any interest earned on the Account shall be credited to the CITY. Invoices are due within thirty days of invoice date. COUNTY will submit to CITY a separate invoice for the City's share of the shelter tent expansion costs in the amount of \$238,049.85.

All other provisions of this Intergovernmental Agreement, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

PIMA COUNTY

CITY OF TUCSON

Sharon Bronson
Chair Pima County Board of Supervisors

Jonathan Rothschild
Mayor City of Tucson

ATTEST

ATTEST

Clerk of the Board

City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO CONTENT

Department Director or Designee

The foregoing Agreement by and 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 the proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

ATTACHMENT 2

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
PIMA COUNTY AND THE CITY OF TUCSON
FOR ANIMAL CARE AND ENFORCEMENT SERVICES**

This Intergovernmental Agreement (hereinafter "Agreement") for the period of July 1, 2015 through June 30, 2016 is entered into pursuant to A.R.S. § 11-952 by and between the City of Tucson (hereinafter "the City"), a body politic and corporate of the State of Arizona and Pima County, (hereinafter "the County") a political subdivision of the State of Arizona.

RECITALS

WHEREAS, The City desires to enter into an agreement with the County for the provision of animal control services within the geographical jurisdiction of the City relating to enforcement of the City Code Article I, Section 4-28 of Article II, Article III, and Article V of Chapter 4, and Section 16-31(b)(3) of Article IV of Chapter 16, (hereinafter City Animal Control Ordinances) as amended from time to time, and having to do with rabies vaccination and dog licensing requirements, dog license fees, leash laws, sheltering and humane care of surrendered and stray animals, animal cruelty and neglect, dangerous animals, diseased animals, biting animals, animal waste, and excessive noise; and

WHEREAS, Pursuant to A.R.S. § 11-1013, the County operates the Pima Animal Care Center for the intake and sheltering of stray and surrendered animals; and

WHEREAS, The County has the experience and expertise to enforce City Animal Control Ordinances, and is engaged in certain activities relating to vaccination and licensing activities, rabies control, stray and surrendered animal intake; and

WHEREAS, The City and the County may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, et seq.

NOW, THEREFORE, the City of Tucson and the County, pursuant to the above and in consideration of the matters and things set forth herein, do mutually agree as follows:

AGREEMENT

- 1.0 Purpose.** The purpose of this Agreement is to set forth the responsibilities of the parties for the provision of animal control services within the geographical jurisdiction of the City relating to enforcement of the City Code Article I, Section 4-28 of Article II, Article III, and Article V of Chapter 4, and Section 16-31(b)(3) of Article IV of Chapter 16, (hereinafter City Animal Control Ordinances) as amended from time to time, and having to do with rabies vaccination and dog licensing requirements, dog license fees, leash laws, sheltering and humane care of surrendered and stray animals, animal cruelty and neglect, dangerous animals, diseased animals, biting animals, animal waste, and excessive noise.

2.0 Term/Effective Date. This Agreement is effective for one (1) year from July 1, 2015 through June 30, 2016. The Parties shall have the option to extend this Agreement for up to four (4) additional one (1) year periods or any portion thereof. Any modification, termination, or extension shall be made by formal written amendment executed by the Parties. Ninety days prior the expiration, County will utilize data for the prior twenty-four month period to determine the percentage of the Pima Animal Care annual budget attributable to City and provide City with the adjusted annual cost of services for the next fiscal year.

3.0 Scope of Services.

3.1 The County Enforcement Agent, herein before designated by the Pima County Board of Supervisors to be Pima Animal Care Center (PACC), and all employees thereunder, shall be referred to as "City Enforcement Agents" for the purpose of this Agreement. The City Enforcement Agents shall, but are not limited to:

3.1.0 Administer and enforce the provisions of the City Animal Control Ordinances and state and County law, and all services related thereunder, including amendments to said laws as may be passed from time to time.

3.1.1 Pursuant to this Agreement, be granted limited police powers necessary from time to time to carry out duties imposed by this Agreement, together with any and all such further powers as may be necessary for such agents to engage in vaccination, licensing, seizure of stray, dangerous, neglected, diseased or abused animals, and other activities arising from their duties as City Enforcement Agents.

3.1.2 Collect such fees as may be rendered applicable by the City Animal Control Ordinances. All fees collected by the City Enforcement Agents as a result of this Agreement shall be retained by City.

3.2 The City Attorney shall prosecute and the City Court shall handle criminal and civil matters arising out of the enforcement of the City Animal Control Ordinances, as amended, pursuant to this Agreement. All fines collected by the City Court as a result of enforcement of the City Animal Control Ordinances, as amended, shall be retained by City.

3.3 Field Enforcement Within Jurisdiction

3.3.1 Complete field services shall be provided from 6:00 a.m. to 9:00 p.m. by two full shifts of Animal Care Officers operating seven days per week, holidays included. Emergency enforcement response services will be provided by a minimum of one Animal Care Officer from 9:00 p.m. to 6:00 a.m. daily, holidays included.

3.3.2 The County shall provide staffing levels, administrative support, materials, supplies, and equipment sufficient to ensure the provision of animal control services in the City.

- 3.3.3 Dead animal pickup services shall be provided during one shift operating seven days per week, holidays included.
- 3.4 Licensing of Animals
- 3.4.1 The County shall provide staffing levels, administrative support, materials, supplies, and equipment sufficient to ensure the provision of licensing services in the City.
- 3.4.2 The Pima Animal Care Center shall maximize the number of dogs vaccinated and licensed within the geographical jurisdiction of the City. Dog vaccination requirements and spay/neutering information shall be distributed to all owners of licensed dogs and other interested parties upon request.
- 3.4.3 License applications shall be processed and returned, electronically or via mail, to the applicant within ten (10) working days. A licensing reminder program shall be conducted to improve compliance with license regulations.
- 3.4.4 Should Pima Animal Care Center consider outsourcing the licensing functions to take advantage of online registration via the Internet, Pima Animal Care Center shall ensure that day-to-day licensing and registration operations, including telephone services, remain equivalent to those currently provided by the Center.
- 3.5 Pima Animal Care Center Shelter
- 3.5.1 The County shall staff, equip, furnish, support and maintain the Pima Animal Care Center, and provide all facilities and vehicles, including replacements, maintenance, repair, gasoline, and oil as necessary for the operation of the Pima Animal Care Center.
- 3.5.2 Humane treatment of all animals housed at the Pima Animal Care Center shall be provided, including provision of adequate food, water, shelter, and timely and appropriate veterinary care in accordance with nationally accepted shelter care standards. The Pima Animal Care Center shall develop a strategy and procedures to further reduce euthanasia of saveable animals through effective adoption and rescue programs. If necessary, animals shall be euthanized in such a manner that provides for humane treatment of the animal and in accordance with the standards set forth by the American Veterinary Medical Association Guidelines for the Euthanasia of Animals: 2013 Edition. Effort shall be made to decrease shelter intake through but not limited to owner education and community wide spay/neuter programs.
- 3.5.3 Animal Welfare Community Outreach. The Pima Animal Care Center shall refine and increase outreach and educational efforts at schools, neighborhood association meetings, etc. in order to increase public awareness of health and safety issues related to animals, to promote responsible ownership/companion animal guardianship, including compliance with licensing and other City Animal Control Codes, and to disseminate information regarding vaccination clinics, spaying and neutering, and care of animals.

4.0 Payment. The City will reimburse the County approximately \$4,884,300¹ for Fiscal Year 2015-2016. ~~The County will bill the City monthly for services. services payable in 12 equal monthly installments of approximately \$407,025 due on the 28th of each month. This~~ The total cost delineated in 4.1 below is the estimated cost of service for the City of Tucson. Actual cost may vary and will be based on documented services provided to the City or City residents. ~~Monthly bills may be adjusted on a quarterly basis as set forth in Section 5.2.1. Additionally, within sixty days of the effective date of this Agreement, City will reimburse County \$238,049.85 for the City share of the animal shelter expansion costs incurred in Fiscal Year 2013-2014.~~

4.1 City will reimburse the County for expenses associated with providing the scope of services outlined in Section 3. Annual costs of service units are projected below. The City may elect to reduce its overall costs by declining or reducing the scope of Enforcement services provided to City by County.

Administrative Service Charges	\$	353,090
Operations and Management	\$	354,710
Education	\$	47,260
Enforcement	\$	1,396,250
Licensing	\$	306,780
Shelter	\$	1,583,270
Emergency Sheltering Expansion and animal Response Services		<i>Contingency - based on emergency</i>
Veterinary Services	\$	509,970
Spay/Neuter Services	\$	221,960
Community Cat Project	\$	111,010
	\$	4,884,300

4.2 City will reimburse County for County indirect service expenses associated with providing PACC administrative systems support such as Finance, Human Resources, Procurement, Legal and other indirect County support services based on the federally approved internal cost allocation plan. Such services are listed as Administrative Service Charges.

¹ The annual estimated allocation is based on the average of the previous two full fiscal years' ratio of expenses incurred in the provision of animal services to the City as compared to the total expenses for services provided for all jurisdictions. For example, Fiscal Year 2015/16 allocation to the City is 55.49% of the total budget and represents an average of the City's percent allocation of total animal services expenditures incurred by the County for Services in the City for Fiscal Years 2013/14 and 2014/15. The County will provide the City the annual estimated expenses for PACC and the City's estimated share of expenditures for Fiscal Year 2016/17 no later than January 30, 2016.

- 4.3 4.3 Donations to and solicited by PACC, Friends of PACC or PACC Partners are the sole property of PACC. All donations collected by the County on behalf of PACC will be allocated to spay/neuter efforts or as directed by the donor to other PACC cost of service units prior to allocating net expenses to the City. Should budget restrictions prevent the City from paying for the full Fiscal Year 2015-2016 intergovernmental agreement amount set out in Section 4.0, the City may adjust enforcement service levels and or types to mitigate funding shortfalls.
- 4.4 County will waive Fiscal Year 2013-2014 administrative County overhead charges of \$472,952.32.
- 4.5 All payments received from constituents on behalf of the City will be deposited regularly with the Pima County Treasurer's Office into a Fiduciary Agency Account. The County will submit a statement to the City monthly for actual costs incurred on behalf of the City, and will instruct the Pima County Treasurer's Office to remit to City all revenues collected on behalf of the City on a monthly basis. Any interest earned on the Account shall be credited to the City.

5.0 Reporting. The County will provide the City the following information:

5.1 Monthly

- 5.1.1 By jurisdiction, a statement of period-end and year-to-date receipts, disbursements, and the balance of the County Rabies Control Fund.
- 5.1.2 By jurisdiction, the percentage of administrative services allocated, the number and types of dog licenses issued, the number of calls that resulted in a response from the Pima Animal Care Center, the number of animals processed at the shelter, the number of animals adopted, the number of animals euthanized, the number of animals spayed and neutered, the number of dead animals picked up, the number of animals that died in the kennels and the number of educational event units performed.
- 5.1.3 The total Pima County Animal Care adopted budget, including operating revenues by revenue source and operating expense by type of expense.

5.2 Quarterly:

5.2.1 The County will perform an audit to assure correct cost allocation and to verify jurisdictional information on a quarterly basis. If, pursuant to paragraph 4.1, the outcome of the audit indicates an overpayment by the City or results in additional funds being due to City, County shall transfer the additional funds to the Account within ninety (90) days following the end of the quarter. If, pursuant to paragraph 4.1 the outcome of the audit indicates an underpayment by the City or in additional funds being due to the County, the amount of the underpayment will be billed to the City by the County in the next monthly statement.

5.2.2 The City will designate a representative to attend quarterly meetings with representatives from Pima County Administration, Pima County Health

Department, Pima Animal Care Center and each jurisdiction with which the County has an Intergovernmental Agreement to provide PACC services.

- 5.3 Fiscal Year End: The County shall prepare a final financial report for each Fiscal Year that includes the following information:
- 5.3.1 By jurisdiction, a statement of period-end and year-to-date receipts, disbursements, and the balance of the County Rabies Control Fund.
 - 5.3.2 By jurisdiction, the percentage of administrative services allocated, the number and types of dog licenses issued, the number of calls that resulted in a response from the Pima Animal Care Center, the number of animals processed at the shelter, the number of animals adopted, the number of animals euthanized, the number of animals spayed and neutered, the number of dead animals picked up, the number of animals that died in the kennels and the number of educational event units performed.
 - 5.3.3 The total Pima County Animal Care adopted budget including operating revenues by revenue source and operating expenses by type of expense.
- 6.0 **Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the City or the County. This Agreement and all obligations upon the City or County arising therefrom shall be subject to any limitations of budget law or other applicable local law or regulations.
- 7.0 **Audit.** The City shall have the right to audit the books of the County relating to the Pima Animal Care Center and to the collection of licensing fees and other fines and fees, said fees and fines to be deposited in the County Rabies Control Fund and designated as City receipts, in accordance with A.R.S. § 11-1011.
- 8.0 **Termination.** Either party may terminate this Agreement by giving written notice to the other party not less than six (6) months prior to the termination date. In the event of termination, each party shall be liable for its proportionate share of the costs and expenses incurred or arising out of performance of activities required by this Agreement occurring prior to the termination date. Termination of this Agreement shall not relieve either party from liabilities or costs already incurred under this Agreement.
- 9.0 **Assignment of Rights.** Neither party to this Agreement shall assign its rights under this Agreement to any other party without written permission from the other party to this Agreement.
- 10.0 **Construction of Agreement.**
- 10.1 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.
 - 10.2 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.
- 11.0 **Conflict of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

- 12.0 Severability.** In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.
- 13.0 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 City and any County employees or between the County and any City employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 14.0 No Third Party Beneficiaries.** Nothing in the provisions of 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 the Agreement by imposing any standard of care different from the standard of care imposed by law.
- 15.0 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.
- 15.1 **Anti-Discrimination.** The provisions of A.R.S. § 41-1463, Executive Order Number 2009-09 issued by the Governor of the State of Arizona, and Tucson City Code §28-138 are incorporated by this reference as a part of this Agreement.
- 15.2 **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.
- 16.0 Workers' Compensation.** An employee of either party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:
- 16.1 All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency, pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

17.0 Non-Waiver. The failure of either Party to insist upon the complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not constitute 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 shall not constitute an accord and satisfaction.

18.0 Force Majeure. A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to, failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state, or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

19.0 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:

Pima County:
Francisco Garcia, MD, MPH, Director
Pima County Health Department
3950 South Country Club Road
Tucson, Arizona 85714

City of Tucson:
Martha Durkin, Interim City Manager
City Hall Tower
255 West Alameda Street, 10th Floor
Tucson, Arizona 85701

Kim Janes
Chief of External Affairs
Pima Animal Care Center
3950 S. Country Club
Tucson, Arizona 85715

Joyce Garland, Budget and Internal
Audit Program Director
City Hall Tower
255 West Alameda Street, 4th Floor
Tucson, AZ 85701

20.0 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.

21.0 Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless, the other party (as "indemnitee") from and against any and all claims, losses,

liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, and are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

22.0 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.

23.0 Legal Arizona Workers Act.

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

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

23.3 Any breach of City's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting City 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, City shall 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.

23.4 City shall 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 will be deemed to be a material breach of this Contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

24.0 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. Any exhibits to this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed by the Chair of the Pima County Board of Supervisors, upon resolution of the Board of Supervisors, attested to by the Clerk of the Board, and the City of Tucson has caused this Agreement to be executed by the Mayor of the City of Tucson, upon resolution of the Mayor and Council, attested to by the City Clerk.

PIMA COUNTY:

CITY OF TUCSON:

Chair, Board of Supervisors

Date

City Mayor

Date

ATTEST

ATTEST

Clerk of the Board

Date

City Clerk

Date

APPROVED AS TO CONTENT

APPROVED AS TO CONTENT

Department Director or designee

Date

Department Director or designee

Date

ATTORNEY CERTIFICATION

The foregoing 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 those parties to the Agreement.

Deputy County Attorney

Date

City Attorney

Date