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NO.	<u>01-03-T-133586-1203</u>
AMENDMENT NO.	_____
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF TUCSON
AND
PIMA COUNTY
FOR
TREATING EFFLUENT
AND
WHEELING RECLAIMED WATER

This is an Official Copy of the Pima County
contract executed and on file with Pima County.

EX A TO RESOLUTION NO. 19730
CITY OF TUCSON CONTRACT NO. 0249-04

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Attachment I: Map of Kino Properties

Attachment II: Map of Reclaimed Water System (February 2000)

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costs of the reclaimed water delivery pipeline to Kino. Exhibit G of the Supplemental IGA identifies this allocation of funds for reclaimed water that was delivered to Kino through January 2000. Exhibit C of this agreement further details the allocation of these funds for reclaimed water that has been delivered to Kino through February 2002.

- H. Subsection 11.3 of the Supplemental IGA provides as follows: "The City agrees to produce, from County Effluent, and deliver County Reclaimed Water in existing City production and delivery facilities on an Interruptible As Available basis, and to charge the County for these services at the Environmental Rate."
- I. Subsection 12.2 of the Supplemental IGA provides that: "During the Initial Delivery Period, up to an average of 1,000 acre feet per year of Reclaimed Water from Randolph Park Plant, as requested by the City, shall be made available to the City for use on the Randolph Park golf courses and Reid Park and in the City Reclaimed Water system. After the Initial Delivery Period, up to an average of 740 acre feet per year of reclaimed water from the Randolph Park Plant, as requested by the City, shall be made available to the City for use on the Randolph Park golf courses and Reid Park." Subsection 12.3 allows for: "The balance of the Reclaimed Water produced by the Randolph Park Plant may be put to Public Use by the County. The City agrees to wheel the County Reclaimed Water produced by the Randolph Park Plant in existing City delivery pipelines at a fee based on the average operating expenses of the Reclaimed Water distribution system."
- J. Pima County is the owner of certain property located in Pima County, Arizona, including: the Kino Sports Park Complex; Kino Hospital; the Juvenile Detention Facility; the Kino Ecosystem Restoration Project ("KERP"); and other properties immediately adjacent to the Kino Sports Complex (all collectively referred to as "Kino") at the intersection of Ajo Way and Country Club Road. (See Attachment I: Map of Kino Properties)
- K. Pima County is the owner of certain other properties, including various parks and recreational facilities, located in Pima County, Arizona.
- L. The County desires to operate an on-site Reclaimed Water distribution system at Kino for Public Uses as provided in the Supplemental IGA.
- M. Kino is currently receiving Non-Interruptible Reclaimed Water service at the Commodity Rate pursuant to the Kino Sports Park Effluent Agreement and the Supplemental IGA. The City will continue providing Non-Interruptible Reclaimed Water service to Kino at the Commodity Rate as provided in the Kino Sports Park Effluent Agreement and the Supplemental IGA until the Randolph Park WRF is in operation and delivering water to the City in excess of the County delivery responsibilities under Section 12.2 of the Supplemental IGA. Section 12.3 of the Supplemental IGA governs the wheeling of County Reclaimed Water from the Randolph Park WRF by the City to Kino, and Exhibit G of the Supplemental IGA provides a methodology for the allocation of funds paid for the Capital Costs associated with the installation of the Kino pipeline.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and County agree as follows:

AGREEMENT

I. Purpose.

The purpose of this Wheeling Agreement is to provide the terms, conditions and responsibilities of the City and the County for the treatment of the County's Effluent and the conveyance and delivery of County and other Reclaimed Water to the County pursuant to Subsections 11.3 and 12.3 of the Supplemental IGA.

II. Scope.

The scope of this Agreement is limited specifically to the treatment, conveyance and delivery of County and other Reclaimed Water to the City of Tucson Water Department Accounts and other locations listed in Appendix A. Unless otherwise adopted by the governing boards of the City and County, and outlined in amendments to Appendix A, this Agreement is limited to the Points of Delivery specified in Appendix A.

III. Definitions.

The terms defined in Section III of the Supplemental IGA shall have the same meaning in this Wheeling Agreement. In addition, the following terms have been used in this Wheeling Agreement:

- A. Appendix A. Attachment which is the listing of County properties which receive or may receive Reclaimed Water, including Points of Delivery, Meter Number, Meter Location, and City of Tucson Water account number as appropriate.
- B. Appendix B. Attachment which contains the Environmental Rate and Reclaimed Cost of Services at the effective date of this Agreement. The Environmental Rate will be updated annually by the parties as provided in the Supplemental IGA.
- C. Appendix C. Calculation of the rate to reimburse the City of Tucson for the Kino Reclaimed Water Line pursuant to Exhibits G and G-1 of the Supplemental IGA.
- D. Commodity Rate. The rate established by Section 27-32.1 of the Tucson City Code, or any subsequently codified retail rate adopted by the City of Tucson Mayor and Council that applies to all of reclaimed water; the Commodity Rate is comprised of an O&M and Capital Component.
- E. Environmental Rate. The rate established by the City pursuant to the methodology stated in Subsection 5.2.2.1 of the Supplemental IGA.
- F. Existing: As applied to City and County infrastructure improvements, the term "existing" means infrastructure that had been constructed, or for which a notice to proceed with

construction had been issued, on the Effective Date of the 2000 Supplemental IGA. A map of the Tucson Water Reclaimed System as of the Effective Date of the 2000 Supplemental IGA is found in Attachment II.

- G. Ina Road WPCF. The Ina Road Water Pollution Control Facility, Marana, Arizona.
- H. Interruptible As Available. Reclaimed Water production and delivery services provided by the City on a capacity available basis, as determined by the City.
- I. Kino Ecosystem Restoration Project (KERP). A flood control detention basin, formerly known as Tucson Ajo Detention Basin, originally built in 1966 by the United States Army Corps of Engineers, located near the intersection of Ajo Way and Forgeus Street, which includes the Sam Lena Recreation Area. The site is intended to be a restored riparian habitat in a joint effort by Pima County and the United States Army Corps of Engineers.
- J. Kino Sports Complex. A recreational facility operated by the Pima County Stadium District, ("Stadium District") located at 2500 West Ajo Way. This site includes a major league baseball stadium known as Tucson Electric Park, practice fields, soccer fields and adjacent common areas.
- K. Metropolitan Area. The definition for Metropolitan Area is the same as used in Subsection 3.7 of the Supplemental IGA.
- L. Non-Interruptible. Reclaimed Water production and delivery services provided by the City with the same degree of reliability and at the same cost as such services are provided to the City's retail Reclaimed Water customers.
- M. Point of Delivery. Point of connection between the City's Reclaimed Water system and the County's on-site distribution system at the City meter addresses identified in Appendix A. Each Point of Delivery will be located at or adjacent to the County property on which the Reclaimed Water will be used.
- N. Randolph Park WRF. The Randolph Park Water Reclamation Facility, Tucson, Arizona.
- O. Reclaimed Water. Effluent that has received treatment to a quality suitable for open access reuse under state and federal laws.
- P. Regulatory Authority: The specific permits, general permits, or other regulations that apply to the reuse of Reclaimed Water within the State of Arizona. As of the adoption of this Agreement, the City of Tucson operates its Reclaimed Water delivery system under a specific permit issued by the Arizona Department of Environmental Quality.
- Q. Roger Road WWTP. The Roger Road Wastewater Treatment Plant, Tucson, Arizona.
- R. Undeliverable Water. Water that exceeds the terms of the County's Aquifer Protection Permit (APP) or National Pollutant Discharge Elimination System (NPDES) Permit that have

been issued for Kino prior to the effective date of this Agreement or any water that must be disposed of following remediation of the Reclaimed Water pipeline to Kino.

IV. Treatment and Conveyance.

- A. The City agrees to provide: 1) treatment of the County's Effluent suitable to meet the terms of the City's Reclaimed Water Reuse Permit; and 2) conveyance service for the County's Reclaimed Water and other Reclaimed Water in accordance with the terms and conditions of the Supplemental IGA and this Wheeling Agreement.
- B. Beginning with the effective date of this Agreement, the County will prepare an annual report based on the calendar year, accounting for use, including recharge, storage, recovery, and sale and direct Public Use, of the County's entitlement to Effluent pursuant to the 1979 and Supplemental IGAs, for the Metropolitan Area wastewater treatment plants, including deliveries of excess water from Randolph WRF under Section 12.3 of the Supplemental IGA. This report shall be issued and delivered to the Director of the City of Tucson Water Department by March 31st of each year for the preceding year.
- C. In the event the County, in any calendar year, exceeds its entitlement to Effluent and County Effluent Credits under the 1979 IGA and the Supplemental IGA, the amount of such excess usage shall be calculated in acre-feet. Within thirty (30) days following the beginning of the subsequent fiscal year, the County will pay the City for each acre-foot of excess usage the Commodity Rate in effect at the time of excess usage. For purposes of accounting for effluent usage under the 1979 IGA and Supplemental IGA, any such reimbursed excess deliveries paid for by the County shall be considered as production from City Effluent.
- D. The City of Tucson is providing treatment and conveyance services only and is not responsible for the use, effects, or disposal of the Reclaimed Water beyond the County Points of Delivery.

V. Interruptions of Delivery.

- A. Except for the delivery capacity of non-interruptible reclaimed water produced by the Randolph Park WRF, the City's production of Reclaimed Water from County Effluent from Metropolitan area wastewater treatment plants to County Points of Delivery shall be under the Environmental Rate on an Interruptible As Available basis. The City may interrupt deliveries of Reclaimed Water whenever and for as long as treatment or delivery capacity is needed to serve Non-Interruptible Reclaimed Water Customers.
- B. Except for the delivery capacity volume of non-interruptible reclaimed water produced by the Randolph Park WRF, the City, in determining the need for expansion of Reclaimed Water treatment or delivery capacity, will not include in its demand calculations any volume of Reclaimed Water delivered from City's production of Reclaimed Water from County Effluent from Metropolitan area wastewater treatment plants delivered to the County on an Interruptible As Available basis. The City shall not be responsible for constructing

its applicable permits to the County, and the County will provide copies of its applicable permits to the City.

- E. The County is subject to the use requirements set forth under the City's Reuse Permit for Reclaimed Water conveyed to County Points of Delivery, unless the County has obtained its own Reuse Permit for a specific site upon agreement by the City.

VIII. Reclaimed Water Delivery Volumes.

- A. The County is only obligated to pay the City for Reclaimed Water taken by the County at its Points of Delivery in accordance with this Wheeling Agreement, the Supplemental IGA, and the 1997 Kino Sports Park Effluent Agreement, until the 1997 Agreement is nullified by the County construction of the Randolph Treatment Plant and repayment of its Capital obligations for the Kino Reclaimed Pipeline.
- B. Notwithstanding the provisions of Subsection A of this Section, the County agrees to make reasonable attempts to take delivery of a minimum of 500,000 gallons of Reclaimed Water each month at Kino in order to aid in maintaining water quality in the Kino delivery pipeline. If Undeliverable Water is present in the Kino Reclaimed Delivery pipeline and the County has taken delivery of less than 500,000 gallons during the previous 30-day period, the provisions of Section XIV (D)(4) of this Agreement will not apply, and the County will be responsible to pay the cost to disinfect the Kino Reclaimed Delivery pipeline and to accept such water into the County wastewater collection system pursuant to Section XIV (D)(3) of this Agreement. The City and County agree that Section 8 of the Kino Sports Park Effluent Agreement addressing the annual delivery of reclaimed water is superseded by this Agreement.
- C. The City will make reasonable attempts to take a minimum of 500,000 gallons of Reclaimed Water each day from the Randolph Park WRF in order to aid in maintaining the wastewater treatment process.

IX. Costs and Rate Determination.

- A. Except for water delivered at the Commodity Rate under the provisions of the Kino Sports Park Effluent Agreement and Supplemental IGA, the City of Tucson will charge the Environmental Rate for deliveries of County Reclaimed Water pursuant to this Agreement until such time as Randolph Park WRF is in operation.
- B. After the Randolph Park WRF is in operation and to the extent that the Randolph Park WRF produces more Reclaimed Water than required to serve the County's obligations to the City under Subsection 12.2 of the Supplemental IGA, the City agrees to wheel Reclaimed Water produced by the Randolph Park WRF to the County for Public Uses in existing City delivery pipelines at a fee based on the average operating expenses of the Reclaimed Water distribution system and any remaining capital component for the Kino pipeline in accordance with Subsection 12.3 of the Supplemental IGA.

- C. The current Environmental Rate at the effective date of this Agreement is stated in Appendix B.
- D. Modifications to the Environmental Rate in Appendix B to the Wheeling Agreement shall be made pursuant to the criteria set forth under Subsections 5.2.2 and 11.3 of the Supplemental IGA.
- E. Modifications to the capital component of the rate charges for Reclaimed Water delivered to the County at the Kino Point of Delivery shall be made pursuant to the criteria set forth under Subsection 12.3 and Exhibits G and G-1 to the Supplemental IGA.
- F. Except for Reclaimed Water produced by the Randolph Park WRF, the County may use the County's Effluent from Metropolitan-area treatment plants after it has been further treated by the City, and will pay the City for the production and delivery of Reclaimed Water on an interruptible as available basis at the Environmental Rate.
- G. The County may charge a rate for Reclaimed Water used at Arthur Pack Golf Course that exceeds the rate charged the County by the City of Tucson for the treatment, conveyance and delivery of Reclaimed Water to the Arthur Pack Golf Course. After deducting the rate charged to the County by the City of Tucson, the County shall apply the net proceeds from this rate toward improvements necessary to connect additional County Points of Delivery to the City's existing reclaimed water distribution facilities. During any year in which the County assesses this rate, the County will provide an accounting of revenues collected and disbursements of such revenues with the annual report required under Section IV(B) of this Agreement.

X. Future County Construction of Reclaimed Water Distribution Facilities.

- A. If specific capital improvements to the City's existing distribution facilities are required to deliver Reclaimed Water to a County Point of Delivery, Pima County shall be responsible for designing, constructing and financing the costs of such capital improvements subject to the following:
1. The County will consult with the City concerning the contemplated facilities, including, without limitation, any boosters, pressure relief valves, and other infrastructure, prior to the preparation of plans and specifications.
 2. The County will submit any plans and specifications to the City of Tucson Water Department's New Development Section before any contract is advertised for construction, and the City must approve the plans and specifications before such facilities may be advertised for construction. The City shall either approve or give notice of required modifications to such plans and specifications together with a statement of the reasons for such modifications within 90 days following receipt of a complete set of County plans and specifications.

3. The facilities must be constructed in accordance with the approved plans and specifications and shall be made available for inspection by City staff prior to completion.
4. Such facilities, except those delivery facilities beyond the County's Point of Delivery, shall be transferred to the City of Tucson upon completion of the final inspection by City staff.
5. The County shall be eligible for reimbursement under the "Protected Facilities" provisions of § 27-37 of the Tucson City Code, or any other such City program by which any future Reclaimed Water user who receives the benefit of the County-financed infrastructure is obligated to reimburse the County for the user's proportionate share of such benefit. The methodology of calculating the amount of such reimbursements shall be developed pursuant to the City Code. The City shall protect for the benefit of the County any production and/or delivery capacity improvements to the City's Reclaimed Water system that are made using County funds. Should the City or another Third Party construct specific capital improvements to the City's existing reclaimed distribution facilities after the adoption of this Agreement, the City or the Third Party may likewise be eligible for reimbursement for the partial costs of construction under the City's "Protected Facilities" or equivalent provisions if the County should later require the use of these capital improvements to deliver Reclaimed Water to a County Point of Delivery.
6. If requested by the City, the County shall construct and install an oversized capacity Reclaimed Water pipeline to convey County Reclaimed Water to a County Point of Delivery. The oversized pipeline will have delivery capacity in excess of the capacity needed by the County in order to make the Reclaimed Water line a joint use facility. The County agrees to construct the pipeline and the City agrees to reimburse the County the amount that constitutes the City's share of the cost of the oversized pipeline pursuant to City Code provisions for oversized capacity reimbursement.
7. The City shall not be obligated to connect to a new Point of Delivery unless the above conditions are met.

- B. Prior to completion of the Randolph Park WRF, deliveries of Reclaimed Water to County facilities connected by County-financed infrastructure and listed in Appendix A, other than those deliveries of Reclaimed Water made pursuant to the Kino Sports Park Effluent Agreement, shall be made on an Interruptible As Available basis. Subsequent to the completion of the Randolph Park WRF, deliveries of Reclaimed Water to County facilities connected by County-financed infrastructure also may be made in accordance with Subsection 12.3 of the Supplemental IGA.

XI. Non-Interruptible Service.

- A. Until the Randolph Park WRF becomes operational, Non-Interruptible Reclaimed Water service will be provided to Kino by the City at the Commodity Rate. After the Randolph Park WRF becomes operational, the provisions of Section 12.3 of the Supplemental IGA

shall become effective with respect to deliveries of Reclaimed Water from the Randolph Park WRF.

B. In order to allow for the effective planning for the City's Reclaimed Water System, the following shall occur once the Randolph Park WRF is operational:

1. Reclaimed Water Service identified as being provided from the Randolph Park WRF to County Points of Delivery will be served under the provisions of Subsection 12.3 of the Supplemental IGA.
2. Reclaimed Water Service identified as being provided from any other Metropolitan-area Wastewater Treatment Plant to County Points of Delivery will be provided on an Interruptible As Available basis under the Environmental Rate.
3. County shall record such usage pursuant to Section IV (B) of this Agreement.

C. Except for Non-Interruptible deliveries to be provided from the Randolph Park WRF, for which a partial list is included as Appendix A the City will not provide Non-Interruptible Reclaimed Water Service to a County Point until five (5) years after initial notification by the County that the County desires Non-Interruptible service at that Point of Delivery. The Point of Delivery must then remain on Non-Interruptible service for a term of at least ten (10) years so that the City may be reasonably reimbursed for the costs of providing this level of service. These terms may be revised by written mutual agreement of the parties with respect to particular Points of Delivery.

D. Notwithstanding the other provisions of Section XI of this Agreement, the City agrees that it will provide temporary Non-Interruptible Reclaimed Water Service to particular Points of Delivery at the Environmental Rate under the following circumstances: (1) the Non-Interruptible Reclaimed Service must be for the purpose of establishing new desert vegetation at a County site; (2) the County must provide written notice to the City of this purpose prior to the commencement of the service; (3) the amount of Reclaimed Water delivered at the County site for this purpose shall not exceed ten (10) acre feet per year; (4) the term of the provision of Non-Interruptible Reclaimed service at the Environmental Rate shall not exceed three (3) years; and (5) new capital expenditures by the City shall not be required in order to deliver the Reclaimed Water to the County site.

E. Except as provided in Sections A-D, above, the City will provide Non-Interruptible Service from County Effluent at the Commodity Rate. The City may also, at its discretion, provide County with Non-Interruptible Service from City Effluent at the Commodity Rate.

XII. County Use of Effluent from Treatment Plants in the Metropolitan Area.

A. Pursuant to Subsection 11.1 of the Supplemental IGA, the County may put its Effluent from treatment plants in the Metropolitan Area to Public Use on any County Property.

B. As defined in Subsection 3.9 of the Supplemental IGA, Public Uses include:

1. Use on County parks;
2. Use on County golf courses;
3. Use on other County or publicly owned and operated property;
4. Use for landscaping on public streets and highways;
5. A use which will replace an existing use of groundwater or avoid a new use of groundwater on County or Flood Control District property;
6. Uses which replace the use of groundwater or other potable water resources for construction, including but not limited to, compaction, equipment wash down, and air pollution control;
7. Use in a Riparian Project.

- C. The City agrees to the wheeling of County Effluent to the County Points of Delivery for purposes of irrigating Pima County Natural Resource Parks and Recreation sites and County owned and operated facilities referenced in Appendix A.
- D. This subsection applies to all sites listed in Appendix A and additional sites as mutually agreed upon by the governing bodies of the City and County.

XIII. Notification.

- A. The City shall notify the County of any foreseen interruption in the production, delivery or ability to take Reclaimed Water 48 hours prior to the interruption or as soon as practical when the interruption is not foreseen. In the event that the City takes action to resume the interrupted service, the costs of such action will be the sole responsibility of the City.
- B. Upon interruption of flow for more than five calendar days, regardless of the reason, the City shall notify the County a minimum of 24 hours prior to resumption of flow so that any new discharge to County Permitted facilities can be appropriately sampled.
- C. The notification by the City shall contain the following information:
1. The commencement of interruption in production and delivery of Reclaimed Water, if the interruption is foreseen;
 2. The anticipated date and time when production and delivery of Reclaimed Water will be restored;
 3. An estimated volume of Reclaimed Water that could be delivered during the 48 hours prior to the interruption to protect irrigation needs;
- D. If an interruption in the production or delivery of Reclaimed Water is due to a break in the Reclaimed Water line, the County shall be informed of this condition as soon as the City is aware that a break in the Reclaimed Water line has occurred.
- E. If an interruption in the production or delivery of Reclaimed Water is due to a violation of the City's Reclaimed Water Reuse Permit, the City shall notify the County of the nature

of such violation and the anticipated date and time Reclaimed Water production and delivery is expected to be resumed in compliance with the terms of the City's Reclaimed Water Reuse Permit, and such additional information as the County may require to comply with terms of its additional permits.

- F. Notifications of any interruptions or impending interruptions in the production or delivery of Reclaimed Water shall be made to the Shift Supervisor (Principal Operator) at Wastewater Management.
- G. The County and City are responsible for providing updated contact information to each other on an annual basis. Additionally, should contact information change prior to the annual date specified, the changes should be reported as they occur.

XIV. Kino Sports Complex-Special Terms and Conditions.

A. Level Control Device.

1. A level control device will be installed in the wet well/irrigation pond; electrical and radio equipment will be mounted in or near the pump house; and a receiver will be located in the Motor Operated Valve Compound.
2. The City will design the level control device located in the pump house. The County shall construct the device for an estimated amount not to exceed \$21,000. The City will provide final approval and inspection of device construction.
3. The City will maintain the level control device and equipment and bear any and all expenses for maintaining said device and its equipment.

B. Sampling Locations.

The County will be required by the National Pollutant Discharge Elimination System (NPDES) and Aquifer Protection Permit (APP) permits to obtain samples. The City shall grant the County access at the following locations.

1. Upgradient of the motorized operating valve at the meter, located within the City Meter Compound. This sampling location is required by both NPDES and APP permits.
2. Downgradient of the motorized operating valve located within the Tucson Water Reclaimed Water Compound. This sampling location will be used in the event of an exceedence of any permit limit and to ensure water being introduced into the basin meets the County's required permit limits.

C. Access.

1. City Meter Compound. The Parties agree the City Meter Compound (Point of Delivery) will be accessible to the District and the County, for the purposes of sampling, meter reading and the restriction of flow in the event testing reveals an exceedence of any permit requirement. The County and the District shall have control of a shut off valve, installed in the meter compound, and may elect not to accept Reclaimed Water from the City which violates the terms of the City's Reclaimed Water Reuse Permit.
2. Pump House. The County shall grant the City access to the irrigation pump house for inspection and maintenance of the level control device located within the pump house. The County will retain access to the level control system for read-only purposes.
3. Backflow valve. The County shall install and have access to a backflow prevention device on the City's Reclaimed Water Line located within the City Meter Compound. The County shall be responsible for the inspection and maintenance of this backflow prevention device.
4. Connection to Public Sanitary Sewer System. The County shall install and have access to a connection to the public sanitary sewer system to dispose of Undeliverable Water from within the Reclaimed Water delivery system. The pipeline to convey Undeliverable Water to the sanitary sewer system shall be equipped with a totalizing meter which shall be connected to a Wastewater Management Department network for flow monitoring. The City will not bill the County for Undeliverable Water caused by a violation of the City's Reclaimed Water Reuse Permit. The City may have access to read the totalizing meter so that the City may track the discharge of degraded Reclaimed Water to the public sanitary sewer system.
5. Emergency Access to Wet Well On/Off Valve. The City shall have control of an on/off valve that will allow Reclaimed Water to enter the wet well directly for emergency situations. Anticipated emergency situations may include basin contamination, flood damage and drought conditions. The on/off valve will control the direct feed of Reclaimed Water to the wet well. The County is responsible for contacting the City in an emergency situation with a request that the on/off valve be opened. The City will open the valve within eight (8) hours of notification by the County.
6. Irrigation Pond Isolation Valve. The County shall have control of the irrigation pond isolation valve that separates the irrigation pond from the Reclaimed Water wet well. Should the irrigation pond isolation valve require closure due to an emergency situation (basin contamination, flood damage and drought conditions), the County will notify the City that the valve will be closed within eight (8) hours of closure by the County.

D. Permit Compliance.

1. Reclaimed Water delivered to Kino shall be permitted, as applicable, under the County's NPDES, APP, and Reuse Permits.
2. Reclaimed Water delivered directly to the Kino Sports Complex shall be permitted under the City of Tucson's Reuse Permit.
3. When Undeliverable Water is not due to a violation of the City's Reclaimed Water Reuse Permit, or when the County has not taken delivery of 500,000 gallons of Reclaimed Water during the previous 30 days from the Reclaimed Water line, the City agrees to clean and disinfect the Reclaimed Water line, allowing the County to monitor the clean up. The County agrees to reimburse the City for disinfecting and cleaning of the Reclaimed Water line. The City agrees to use industry-standard disinfection practices and bill the County for materials and labor at the City's standard rates. The County agrees to accept Undeliverable Water through the Public Sanitary Sewer System at no cost to the City.
4. When Undeliverable Water is caused by a violation of the City's Reclaimed Water Reuse Permit, except when Undeliverable Water is present and the County has not taken delivery of 500,000 gallons of Reclaimed Water during the previous 30 days, the City shall disinfect the Reclaimed Water line at the City's expense. The City agrees to communicate and cooperate with the County during the cleaning and disinfection process, as information relating to exceedences may be required to be reported to the appropriate permitting agency. Any costs for remediation of the Reclaimed Water line due to a violation of the City's Reclaimed Water Reuse Permit, which causes a noncompliance issue for any of the County's permits, shall be the sole responsibility of the City. The County agrees to accept Undeliverable Water through the Public Sanitary Sewer System.
5. Noncompliance Reporting. In the event of an exceedence of any County permit limit monitored by the City and attributable to a violation of the City's Reclaimed Water Reuse Permit, the City shall provide the County with a verbal notification within 24 hours and a written statement within three (3) days of the verbal notification. The information to be submitted to the County must include a description of the violation and its cause and the anticipated time of its correction, if not previously corrected.
6. Discharge for Sampling.
 - a. The County is required under the NPDES permit to provide twice weekly, weekly and monthly sample results to the EPA. The County will contact the City, during normal business hours, when a discharge is needed for sampling purposes.

- b. Flow monitoring is a requirement under the County's NPDES permit. The City agrees to provide the County with a Real Time flow chart including weekly and monthly averages until the County is online with the SCADA system.
- c. During extended periods (more than five calendar days) of no discharge to Kino Sports Park and KERP, regardless of the reason, the County may request a twice weekly discharge of Reclaimed Water for the purpose of collecting samples to meet permit requirements. The County reserves the option to route this "sampling" discharge to the public sanitary sewer system as provided for in Section XIV.D.4. The County may also request periodic discharges for flushing to maintain water quality and to prevent stagnation in the reclaimed waterline during periods when Reclaimed Water is not being used.

- E. Until the Randolph Park WRF is in operation, if necessary in order to maintain the quality of reclaimed water in the Kino pipeline, it is agreed that, in any given calendar year, the City will provide and the County will accept a minimal delivery of 120,000 gallons of flow during a single discharge to refresh the line. After the Randolph Park WRF is in operation, the County may at its discretion discharge County Effluent for purposes of maintaining Reclaimed Water quality in the Kino pipeline.
- F. The City will connect the County to the Tucson Reclaimed Water SCADA system, and the County will be given remote access to Real Time read-only data on a dedicated line.
- G. The calibration of flow measurement shall be conducted at the flow meter on an annual basis. The measurement device shall have an accuracy of $\pm 5\%$ and a repeatability error of less than 2%. The results of calibration shall be made available to the County by the City on an annual basis.
- H. The City agrees that the provision of the Kino Sports Park Effluent Agreement addressing quantity of any annual deliveries of reclaimed water is superseded by this agreement.

XV. Annual Review.

- A. The County may review and propose adjustment of Appendix A as necessary by written notice to the City, on or before March 31st of each year, based upon projected County Reclaimed Water use demands. The City, upon receipt of each annual proposed deliveries, shall advise the County within 60 days of the extent to which Interruptible As Available capacity may be initially available on July 1st of that year to accommodate those demands. Amendments to Appendix A will take effect upon mutual written agreement by governing bodies of the City and the County.
- B. Prior to April 1st of each year, the Environmental Rate and the capital component charge established in Subsection 12.3 and Exhibit G and G-1 of the Supplemental IGA and listed

This is an Official Copy of the Pima County contract executed and on file with Pima County.

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interruptions by government not due to the fault of the Parties, including injunctions, civil disturbances, explosions, well collapses, breakage or accident to machinery or transmission facilities, 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. Nothing herein contained shall be construed as requiring either Party to settle a strike or labor dispute against its will. Nothing herein shall prohibit either Party at its own expense from using whatever self-help remedies may be available to it.

XIX. Mutual Indemnification.

To the fullest extent permitted by law, each party agrees to defend, indemnify, and hold harmless the other party and the other party's officers, agents and employees from all claims, losses, and causes of actions arising out of, resulting from, or in any manner connected with this agreement, but only to the extent that such claim, loss, cause of action, damage or injury is caused or contributed to by the negligent acts or omissions of the indemnifying party.

XX. Future Changes in the Laws, Regulations and Permits.

The City and County agree to timely meet requirements and confer in order to comply with changes in laws, regulations and permits.

XXI. Notices.

All oral and facsimile transmissions of notices, schedules, or requests made in connection with this Wheeling Agreement shall be confirmed in writing and shall be deemed properly served if delivered in person or sent by registered United States mail, postage prepaid. All notices, schedules or requests shall be sent to:

FOR THE COUNTY:

Director, Kathleen M. Chavez
Pima County Wastewater Management
201 North Stone Avenue 8th Floor
Tucson, Arizona 85701-1215

FOR THE CITY:

Director, David Modeer
Tucson Water
P.O. Box 27210
Tucson, AZ 85726

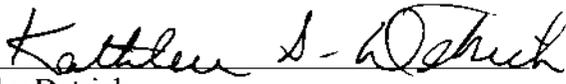
or as otherwise specified from time to time by each party.

XXII. Miscellaneous Provisions.

- A. Dispute Resolution: Any dispute arising under this Wheeling Agreement shall follow the Alternative Dispute Resolution procedures set forth in Section XIV of the Supplemental IGA.
- B. Assignment: No Party shall have the right to assign this Agreement nor any interest herein except to their respective successors. This Agreement shall be binding on the successors of the Parties hereto.
- C. 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.
- D. Amendment: This Agreement shall not be amended except by written instrument mutually agreed upon and executed by the Parties.
- E. Construction and Interpretation: All provisions of this Agreement shall be construed to be consistent with the 1979 IGA, the Kino Sport Park Effluent Agreement, the Supplemental IGA, and the intention of the Parties expressed in the recitals hereof.
- F. Severability: In the event that any provision of this Agreement or the application thereof is held invalid, such invalidity shall have no effect on other provisions and their application which can be given effect without the invalid provision or application, and to this extent the provisions of the Agreement are severable.
- G. Non-Discrimination. The parties shall 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 in the course of carrying out duties pursuant to this Agreement. The parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this Agreement by reference, as if set forth in full herein.
- H. ADA. The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- I. 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 herein by reference.
- J. Non-Appropriation. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason, any party does not appropriate sufficient monies for the purpose of maintaining this Agreement.
- K. Effective Date: This Wheeling Agreement shall be effective upon the filing of the original executed Wheeling Agreement with the Office of the Pima County Recorder.

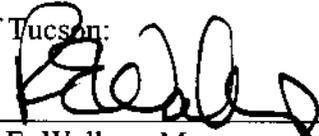
IN WITNESS WHEREOF, the City of Tucson has caused this Intergovernmental Agreement to be executed by the Mayor, upon resolution of the Mayor and Council, and attested to by the City Clerk and the County has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors,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

ATTEST:


Kathy Detrick
City Clerk

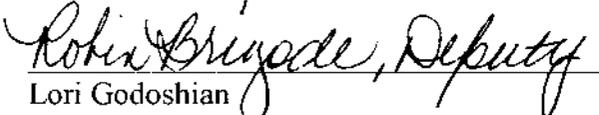
DEC 08 2003

City of Tucson:


Robert E. Walkup, Mayor
City of Tucson

DEC 08 2003

ATTEST:


Lori Godoshian
Clerk of the Board of Supervisors

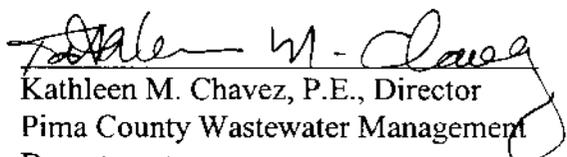
Pima County


Sharon Bronson, Chair
Pima County Board of Supervisors

DEC 16 2003

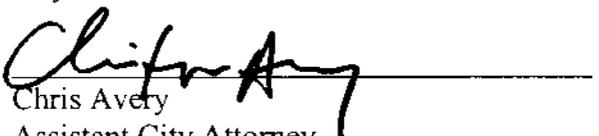
APPROVED AS TO CONTENT:


David Modeer, Director
City of Tucson Water Department


Kathleen M. Chavez, P.E., Director
Pima County Wastewater Management
Department

The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed pursuant to A.R.S. §11-952 by the undersigned, who have determined that it is in the proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

City of Tucson


Chris Avery
Assistant City Attorney

Pima County


Harlan Agnew
Deputy County Attorney

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Appendix A

Point of Delivery	#	Meter #	Meter Location	City of Tucson Water Acct #	Acre-Ft Year	Rate Type
La Canada to Shannon (North Bank)	1	44032260	4845 N. Flowing Wells	34955-81934	40.0	E
(River Rd Medians La Canada to La Cholla)	2	44032261	4845 N. Flowing Wells	34955-81936		
	3	44032262	4845 N. Flowing Wells	34955-81938		
La Canada to Shannon (South Bank)	4	44032257	4765 N. Flowing Wells	34955-81946	10.0	E
La Canada to Shannon (South Bank)	5	44032258	4765 N. Flowing Wells	34955-81942		
La Canada to Shannon (South Bank)	6	44032259	4765 N. Flowing Wells	34955-81944		
Flowing Wells to Stone (North Bank) & Children's Memorial Park	7	44228452	4840 N. La Canada		43.0	E
	8	96111196	4841 N. La Canada			
Flowing Wells to Stone (South Bank)	9	44228454	4760 N. Flowing Wells #1		9.5	E
Flowing Wells To Stone (South Bank)	10	44228455	4760 N. Flowing Wells			
Stone to Campbell (North Bank)	11	44228457	1500 E. River Rd. #2	28007-30698	15.5	E
Stone to Campbell (North Bank)	12	44228458	1500 E. River Rd. #1			
Rillito Track & Park	13	97738770	1490 E. River Rd. #2	428133-456432	68.0	E
Rillito Track & Park	14	1476849	1490 E. River Rd. #1	423133-456434		
Stone to Campbell (South Bank)	15	44228462	1321 E. Prospect Lane #1	28007-28972	14.0	E
Stone to Campbell (South Bank)	16	44228463	1321 E. Prospect Lane #2	28007-28974		
Alvernon to Craycroft (South Bank)	17	98527043	3400 N. Alvernon Way		15.0	E
Alvernon to Craycroft (North Bank)	18	98520734	3800 N. Alvernon Way		15.0	E
Alamo Wash	19	41787647	5097 E. Glenn #1	151921-152684	2.0	E
Alamo Wash	20	41787579	5097 E. Glenn #2	34951-52682		
Speedway to St. Mary's (West Bank)	21	95428756	756 N. Riverside		18.0	E
Speedway to St. Mary's (West Bank)	22	95111193	757 N. Riverside			
Grant to Speedway (East & West Banks)	23	44032284	830 W. Speedway		30.0	E
Grant to Speedway (East & West Banks)	24	44032283	831 W. Speedway			
George Mehl (Foothills) Park	25	1566591	4000 E. River Rd		30.0	E
George Mehl (Foothills) Park	26	1565590	4000 E. River Rd			
Kino Delivery	27				591.0	O

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Pima County, Arizona

Arthur Pack	28		9101 N. Thornydale		700.0	O
Arthur Pack - Other	29		9101 N Thornydale		72.0	O
Casas Adobes	30		6262 N. Oracle Jaynes Stat		8.0	O
Curtis Park (future)	31		1900 W. Curtis		20.0	O
Denny Dunn	32		4400 W. Massingale Road		24.0	O
Flowing Wells (being built)	33		5510 N. Shannon		24.0	O
Lawrence	34		6777 S. Mark		29.0	O
Littletown	35		6465 S. Craycroft		38.0	O
Los Ninos	36		5432 S. Bryant		31.0	O
Manzanita	37		5200 S. Westover		37.0	O
Meadowbrook	38		2635 W. Sandbrook		24.0	O
McDonald	39		4100 N. Harrison		34.0	O
Northwest Commemorative	40		5955 N. Camino del Tierra		24.0	O
NW/YMCA	41		7770 N. Shannon		3.0	O
NW/YMCA Fields	42		7600 N. Mona Lisa		24.0	O
Cardinal	43		6925 S. Cardinal		19.0	O
Mission Ridge	44		3300 W Tucker		14.0	O
Dan Felix Memorial	45		5790 N. Camino del Tierra		30.0	O
Richardson	46		3500 W. Green Trees		24.0	O
Riverbend (future)	47		3350 E. River		24.0	O
Sunset Point	48		8535 N. Stargrass		24.0	O
Three-Points	49		10211 S. Sasabe		29.0	O
Ted Walker (some future)	50		6775 N. Casa Grande Hwy		72.0	O
Tucson Mountain Park	51		Ajo Way to Kinney Road		40.0	O
Wildwood	52		6201 N. Parsley		24.0	O
Emily Gray Jr High	53		4201 N. Melpomene Way		29.0	O
Murphy	54		4550 N. Camino Escuela		4.0	O
					2,326.0	

E - Environmental Rate

(Note that this will convert to the Average Operating Rate when Randolph Park WRF becomes operational)

O - Average Operating Rate Component pursuant to the Supplemental IGA Section 12.3 (when connected to system)

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Appendix B

	<u>Prod/Treatment</u>	<u>Distribution</u>	<u>Total</u>
O&M Costs	\$2,473,000	\$876,000	\$3,349,000
<i>Cost Per AF Produced</i>	<i>\$203.97</i>	<i>\$72.25</i>	<i>\$276.22</i>
Capital Costs ¹	\$918,000	\$2,726,000	\$3,644,000
<i>Cost Per AF Produced</i>	<i>\$75.71</i>	<i>\$224.83</i>	<i>\$300.54</i>
Total ²	\$3,391,000	\$3,602,000	\$6,993,000
<i>Cost Per AF Produced</i>	<i>\$279.68</i>	<i>\$297.08</i>	<i>\$576.76</i>

<i>FY 2002 Reclaimed Water Produced (AF)</i>	12,124.5
Environmental Rate	<u>Supp. IGA Reference</u> Subsec. 5.2.2.1 \$276.22
Effluent Recovery Rate	Subsec. 6.5 \$203.97
Operating Expense Component of Reclaim Water	Subsec. 12.3 \$ 72.25
Minimum Production Component for Non-Metropolitan Effluent	Subsec. 4.1.3 \$203.97

¹ For this calculation, capital costs have been allocated on the bases of depreciation and asset relationships.

² The methodology in this agreement has been negotiated between the parties and departs from the City's standard methodology used in water utility rate studies in the following ways: 1) Customer costs and tax costs have been excluded from total costs; and 2) cost per acre foot has been calculated on the basis of water produced rather than water sold.

This is an Official Copy of the Pima County contract executed and on file with Pima County.

Kino Pipeline – Capital Component of County Kino Wheeling Rate

Assumptions:

- A0 Since the Kino pipeline will likely have additional non-County connections in the future, Pima County's obligation will be calculated at 50% of cost of construction.
- B0 Distribution capital costs/AF used in the calculation of liability balance reductions are the actual Distribution Capital Cost/AF for the previous FY (see Exhibits A, A-1 and A-2 of the Supplemental IGA recalculated as shown in Appendix B).
- C0 100% of the Distribution capital costs/AF component for paid purchases of Reclaimed Water from the City for Kino Park shall be applied to reduce the Kino pipeline liability on which the capital component of the Kino wheeling rate shall be calculated.
- D0 100% of the Distribution capital costs/AF component for paid billings from customer connections to the Kino line shall be applied to reduce the Kino pipeline liability on which the capital component of the Kino wheeling rate shall be calculated.
- E0 Amortization of the Kino capital cost will be based on a 25-year repayment period beginning 2/1/2000 at 5.25% interest.

Calculation of liability:

Pipeline cost (as of 1/2000)	\$1,458,418
Pima Co %	50%
Pima Co Liability	\$ 729,209

Calculation of liability reduction:

- I As Pima County is billed and pays for Kino Reclaimed Water use, reductions will be applied as follows:
 - Kino reclaimed purchases (AF) X Capital cost/AF**
 - The liability will be reduced for all paid Kino billings (AF) from 12/97 through 1/2000
 - As Pima County is billed and pays for Kino Reclaimed Water use after 1/2000, reductions will be applied on the same basis until Pima County begins providing Reclaimed Water to the Kino facility.
- II As future reclaimed customers connect to the Kino pipeline additional liability reductions will be applied as follows:
 - New customer's actual annual paid usage (AF) X Distribution Capital cost/AF**
 - The liability will be reduced for calculation of amortization for the remaining repayment period.

Calculation of Liability Reduction 1999

Beginning Amount (Before usage credits)	\$729,209.00
Reduction for Purchase through 1/2000	
AF purchased 12/1997 to 1/2000	901
Capital Cost per AF (1999 actuals)	\$294.83
	(\$265,641.83)
Balance as of 1/31/200	\$463,567.17

Calculation of Liability Reduction 2000

Balance as of 1/31/2000	\$463,567.17
Reduction for Purchase through 2/2001	
Kino purchases (AF) 2/2000 to 2/2001(13 months)	319
Capital Cost per AF (1999 actuals)	\$294.83
	(\$94,050.77)
Balance as of 2/28/2001	\$369,516.40

Calculation of Liability Reduction 2001

Balance as of 2/28/2001	\$369,516.40
Reduction for Purchase through 2/2002	
Kino purchases (AF) 3/2001 to 2/2002 (12 months)	356
Capital Cost per AF(2000 actuals)	\$287.34
	(\$102,293.04)

Balance as of 2/28/2002

\$267,223.36

Calculation of Liability Reduction 2002

Balance as of 2/28/2002		\$267,223.36
Reduction for Purchases through 2/2003		
New Connection Purchases [Utterback & Cavett(2)]	0.32	
Kino purchases (AF) 3/2002 to 2/2003 (12 months)	288	
Capital Cost per AF(2001 actuals)	\$268.97	(\$77,549.43)
Balance as of 2/28/2003		\$189,673.93

If there is a remaining capital component of the Kino wheeling rate after the adjustments illustrated in Exhibit G-1 to the Supplemental IGA have been made over the years, the capital component will terminate January 31, 2025. See Exhibit G-1 to the Supplemental IGA for examples of potential future reductions of the capital component of the Kino wheeling rate.

ATTACHMENT I

This is an Official Copy of the Pima County contract executed and on file with Pima County.

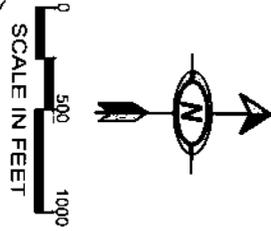
ATTACHMENT 1 TO EX. A TO RESOLUTION 19730

CITY OF TUCSON CONTRACT NO. 0249-07

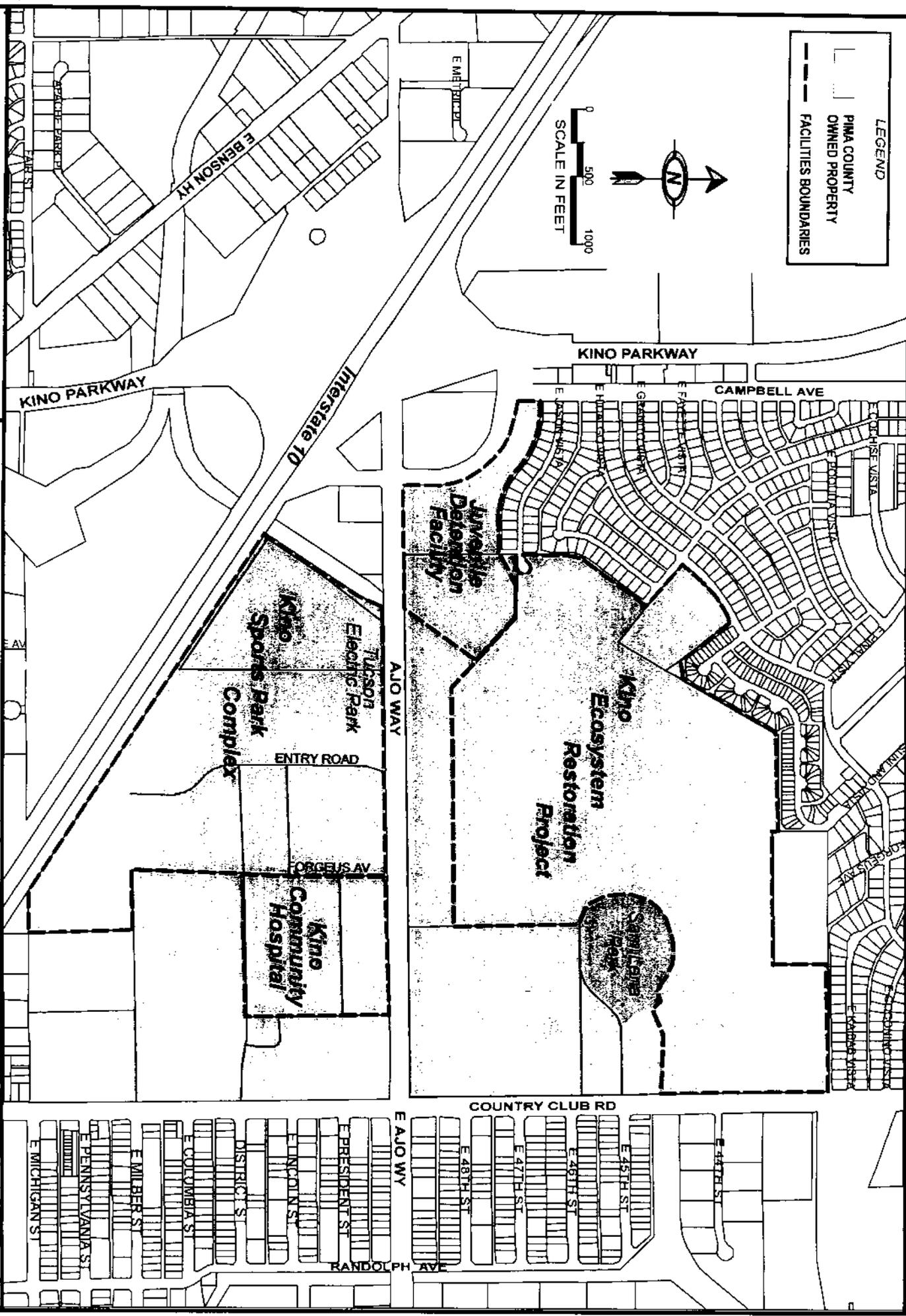
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LEGEND

- PIMA COUNTY OWNED PROPERTY
- - - FACILITIES BOUNDARIES



**PIMA COUNTY
WASTEWATER MANAGEMENT
DEPARTMENT**



PROJECT: **WHEELING AGREEMENT**

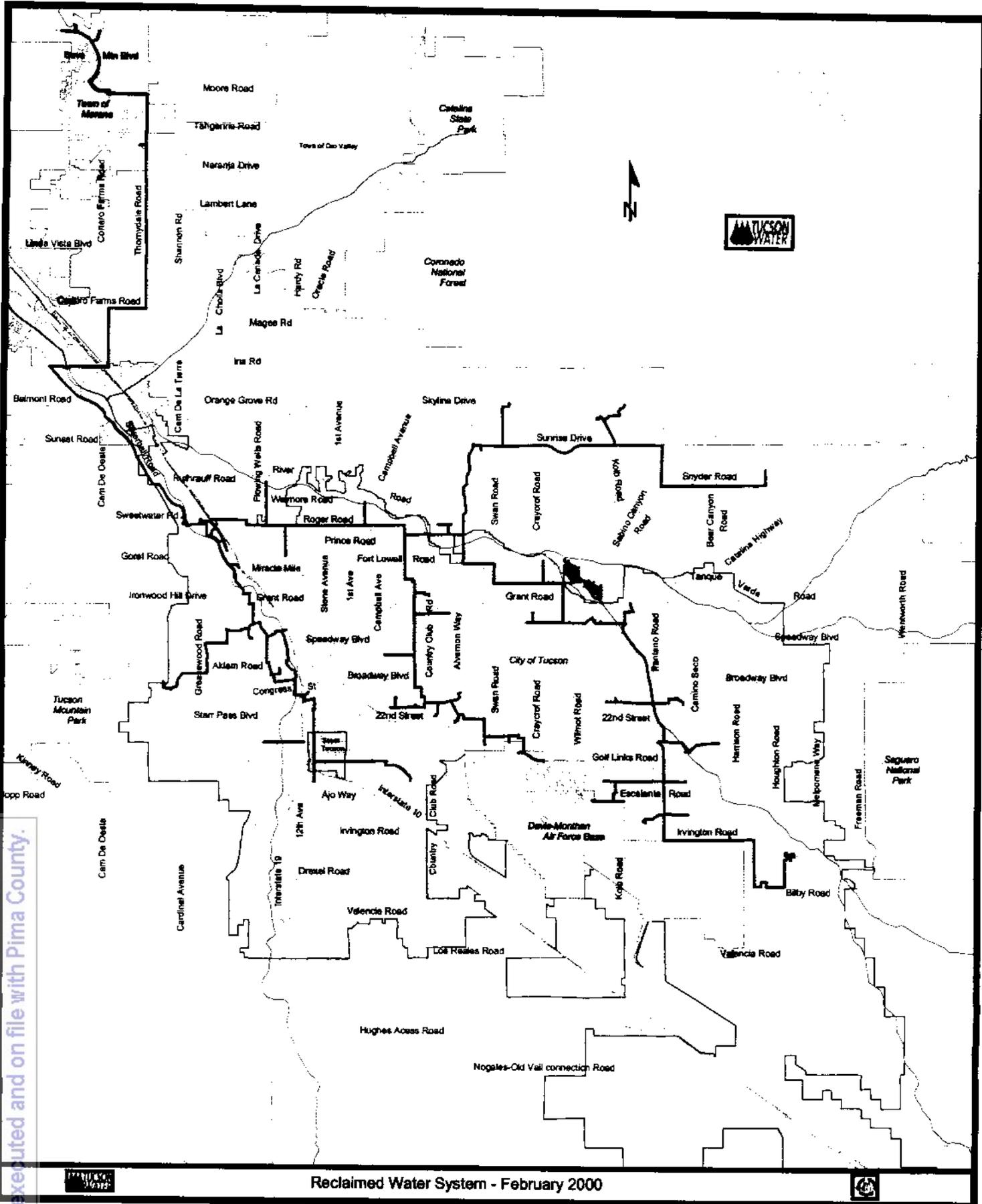
DRAWN BY:

FILE: KINOB5M4.CDR

DATE:

MAP OF KINO PROPERTIES
 NOVEMBER 2003
 FIGURE 1

This is an Official Copy of the Pima County contract executed and on file with Pima County.



Reclaimed Water System - February 2000

00100000

NOW, THEREFORE, be it resolved by the Pima County Board of Supervisors as follows:

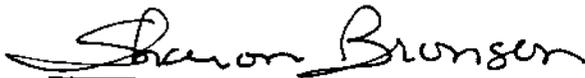
Section I. The aforementioned Wheeling Agreement regarding the terms, conditions and responsibilities of the City and the County for the treatment of the County's Effluent and the conveyance and delivery of County and other Reclaimed Water to the County pursuant to Subsections 11.3 and 12.3 of the Supplemental IGA, attached hereto, is hereby approved.

Section II. The Chair of the Pima County Board of Supervisors is hereby authorized and directed to execute the aforementioned agreement on behalf of Pima County.

Section III. The various County officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

PASSED AND ADOPTED BY THE PIMA COUNTY BOARD OF SUPERVISORS
this 16th day of December, 2003.

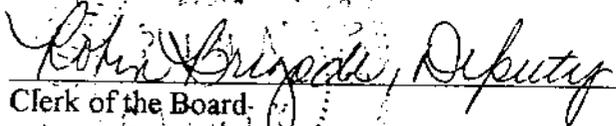
PIMA COUNTY BOARD OF SUPERVISORS



Chair

Dated: DEC 16 2003

ATTEST:


Clerk of the Board

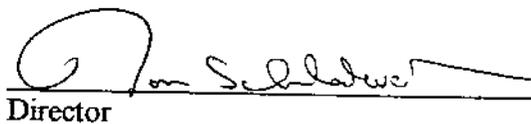
Dated: DEC 16 2003

APPROVED AS TO FORM:


Deputy County Attorney

Dated: 2 DEC 03

RECOMMENDED TO THE BOARD:


Director

Dated: 2 Dec 03

This is an Official Copy of the Pima County contract executed and on file with Pima County.

3097-03

ES-002003

ADOPTED BY THE
MAYOR AND COUNCIL

DEC 08 2003

RESOLUTION NO. 19730

RELATING TO WATER; AUTHORIZING AND APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUCSON AND PIMA COUNTY FOR TREATING EFFLUENT AND WHEELING RECLAIMED WATER; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

Section 1. The Intergovernmental Agreement between the City of Tucson and Pima County for Treating Effluent and Wheeling Reclaimed Water, which agreement is attached hereto as Exhibit A, is authorized and approved.

Section 2. The Mayor is hereby authorized and directed to execute the aforementioned Intergovernmental Agreement on behalf of the City of Tucson and the City Clerk is authorized and directed to attest the same.

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

Section 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an

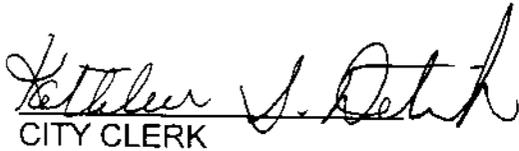
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emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, DEC. 08 2003


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:

REVIEWED BY:


CITY ATTORNEY


CITY MANAGER

CA:hm
11/25/03 11:30 AM

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Certificate of Clerk

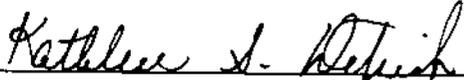
• City of Tucson •

State of Arizona }
County of Pima } ss

I, Kathleen S. Detrick, the duly appointed and qualified City Clerk of the City of Tucson, Arizona, do hereby certify that the foregoing is a true and correct copy of Resolution No. 19730 which was passed and adopted by the Mayor and Council of the City of Tucson, Arizona, at a meeting held on December 8, 2003, at which a quorum was present, by the affirmative vote of not less than five-sixths of the Council, taken by ayes and noes.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the City of Tucson, Arizona on December 12, 2003.

Total of 2 page(s) certified.
(Exhibit A not included)



City Clerk