



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: June 6, 2017

or Procurement Director Award

**Contractor/Vendor Name (DBA):** City of Tucson (COT)

**Project Title/Description:**

Intergovernmental Agreement (IGA) with the COT for Repair and Maintenance of the Santa Cruz River Banks

**Purpose:**

In January 2014, Pima County, the Pima County Regional Flood Control District (District), and the COT entered into an IGA regarding maintenance of major watercourses and adjacent river parks. That IGA identified a specific area, the Santa Cruz River from Drexel Road to Irvington Road, where improvements were installed that were in poor condition and needed repair prior to acceptance by the District for maintenance. This IGA establishes a process for making the necessary repairs.

**Procurement Method:**

N/A

**Program Goals/Predicted Outcomes:**

The goal of this IGA is to establish a process for repairing the infrastructure adjacent to the Santa Cruz River from Irvington Road to Drexel Road. Specifically, the District agrees to pay for the design of the necessary repairs and the COT agrees to pay for the permitting and construction. After construction and acceptance, the District agrees to maintain this portion of the Santa Cruz River and the adjacent river park.

**Public Benefit:**

The public benefit for this IGA includes the repair of infrastructure which is in poor condition. Constructing and maintaining the infrastructure along the Santa Cruz River provides effective flood control associated community amenities. This IGA provides a mechanism to address an area with insufficient improvements.

**Metrics Available to Measure Performance:**

Completion of the infrastructure repairs on the Santa Cruz River from Irvington Road to Drexel Road.

**Retroactive:**

No

To: COB-5-19-17 (3)  
Ver. - 1  
Pgs. 19

Procure Dept 05/19/17 10:52

**Original Information**

Document Type: CT Department Code: FC Contract Number (i.e.,15-123): 17\*374

Effective Date: 6-6-17 Termination Date: 6-6-37 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$ 0  Revenue Amount: \$ 0

Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: N/A

Contract is fully or partially funded with Federal Funds?  Yes  No  Not Applicable to Grant Awards

Were insurance or indemnity clauses modified?  Yes  No  Not Applicable to Grant Awards

Vendor is using a Social Security Number?  Yes  No  Not Applicable to Grant Awards

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

**Amendment Information**

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

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Expense  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Eric Shepp, P.E., Deputy Director

Department: Regional Flood Control District

Telephone: 724-4610

Department Director Signature/Date: *Suzanne Shields* 5/17/17

Deputy County Administrator Signature/Date: *[Signature]* 5/17/17

County Administrator Signature/Date: *[Signature]* 5/17/2017  
(Required for Board Agenda/Addendum Items)

ADOPTED BY THE  
MAYOR AND COUNCIL

April 19, 2017

RESOLUTION NO. 22735

RELATING TO FLOOD CONTROL, DRAINAGE IMPROVEMENTS, AND PARKS & RECREATION; AUTHORIZING AND APPROVING THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT (DISTRICT) AND THE CITY OF TUCSON (CITY) FOR REPAIR AND MAINTENANCE OF THE SANTA CRUZ RIVER BANKS BETWEEN IRVINGTON ROAD AND THE DREXEL ROAD ALIGNMENT; AND DECLARING AN EMERGENCY.

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

SECTION 1. The IGA between the District and the City for Repair and Maintenance of the Santa Cruz River Banks between Irvington Road and the Drexel Road Alignment, attached hereto as Exhibit 1, is authorized and approved.

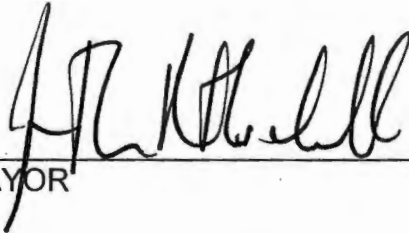
SECTION 2. The Mayor is hereby authorized and directed to execute the IGA for and on behalf of the City and the City Clerk is directed to attest the same.

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


SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this Resolution become

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, April 19, 2017.

  
\_\_\_\_\_  
MAYOR

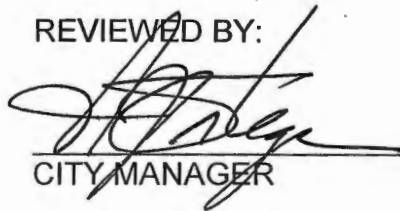
ATTEST:

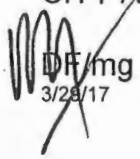
  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

REVIEWED BY:

  
\_\_\_\_\_  
CITY MANAGER

  
DF/mg  
3/28/17

**Intergovernmental Agreement between  
the City of Tucson and the  
Pima County Flood Control District for the  
Repair and Maintenance of the East and West  
Banks of the Santa Cruz River between  
Irvington Road and the Drexel Road Alignment**

This Intergovernmental Agreement (Agreement) is entered into by and between the City of Tucson ("City"), a municipal corporation, and the Pima County Flood Control District ("District"), a political taxing subdivision of the State of Arizona, pursuant to Arizona Revised Statutes (A.R.S.) Section 11-952. City and District are together referred to in this Agreement as the "Parties."

**Recitals**

- A. City is authorized by A.R.S. §§ 48-572(5), 9-276, and 9-494 to construct, reconstruct or acquire drainage ways and channels, parks, and trail systems.
- B. District is authorized by A.R.S. §§ 48-3603 and 48-3624 to construct, operate, and maintain flood control works and storm-drainage facilities for the benefit of the District; preserve and restore floodplains; construct, operate and maintain incidental linear-park facilities; acquire property for those purposes; and cooperate with municipalities in constructing flood-control projects and regulating floodplains.
- C. City owns the real property located along the Santa Cruz River between Irvington Road and the Drexel Road alignment, as depicted in attached **Exhibit B** (the "Property").
- D. Improvements, including flood-control and linear-park improvements and landscaping (collectively, "Improvements"), have been installed on the Property and dedicated to City. Some of the Improvements are now in such a condition that District believes it is necessary to repair them.
- E. District desires to, at its own expense, prepare design plans for repairing those Improvements the District believes is necessary (the "Project"), and, upon completion of construction by City and acceptance of the Project by District, to thereafter maintain all the Improvements. A general depiction of the Project area is attached as **Exhibit A**.
- F. In accordance with that certain Intergovernmental Agreement between Pima County, the Pima County Regional Flood Control District and the City of Tucson for Maintenance of Major Watercourses and River Parks (executed on January 7, 2014, Pima County Contract No. CT-FC-14-237, and Exhibit A to Resolution No. 22167, City of Tucson Contract No. 17885) (the "Master IGA") City desires to construct the Project and to grant to District, at no

cost, a permanent easement over the Property and for District to maintain all the Improvements once the Project is completed.

### Agreement

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

1. **Purpose.** The purpose of this Agreement is to set forth the responsibilities of the Parties for the design and construction of the Project and all Improvements and to address legal and administrative matters among the Parties.
2. **Project.** The Project consists of the repair of those Improvements that City and District deem in need of repair.
3. **Design and Construction Responsibilities.** District shall be responsible for Project design. District will prepare, or have prepared plans and specifications ("Project Plans"). District will provide City an opportunity to review and comment on the Project Plans as they are developed, but final responsibility for and approval of the Project Plans shall rest with District.
  - a. *Environmental Compliance.* District shall prepare and incorporate into the planning and design of the Project, responses to all applicable local, state and federal environmental requirements, including but not limited to hydrologic and geotechnical investigations, compliance with the Pima County Native Plant Preservation Ordinance, protection of species identified by the Arizona Game & Fish Department and the U.S. Department of Fish and Wildlife Service as being endangered, threatened, or of concern (such as the cactus ferruginous pygmy-owl), and compliance with the National Pollutant Discharge Elimination System (including preparation of a Storm Water Pollution Prevention Plan). District will obtain any necessary Corps of Engineer permits and or approvals
  - b. *Cultural Resources.* District shall consider potential impacts to cultural and historical resources in the Project planning and design phases through inventory, evaluation and impact assessment, and seek to avoid impacts to these resources in accordance with applicable local, state, and federal historic preservation laws and regulations. If impacts are unavoidable, a mitigation treatment plan will be prepared in consultation with Pima County, the State Historic Preservation Office, and other agencies as appropriate, and implemented prior to construction.
4. **Construction.** City shall let and administer the construction contracts for the Project in accordance with the requirements of Title 34 and in accordance with the Construction Schedule (as defined below). City shall have the usual rights of the owner of a public construction contract.

- a. *Construction Schedule.* City shall be responsible for preparing a construction schedule (the “Construction Schedule”) showing the anticipated timing and duration of each stage of construction. A final Construction Schedule shall be established and provided to District within thirty days after award of the construction contract(s) by City.
  - b. *Signage.* District and City shall have the right to install signage at the construction site in a location of its choosing, provided that the sign does not interfere with the construction, announcing that the Project is a District and City project, and listing the names of the members of the Board of Directors and Mayor and Council.
5. **Utility Relocations.** To the extent any utilities must be relocated as a result of the Project, City shall be responsible for coordinating all utility relocations.
6. **Rights of Way and Easements.**
  - a. The Parties believe that existing District-owned property and easements to be granted by the City constitute all necessary rights-of-way and easements necessary to complete the Project and thereafter maintain the Improvements. To the extent any property rights must be acquired from third parties to complete the Project or thereafter maintain the Improvements, City will be responsible for acquiring those property rights, either by purchase or through its power of eminent domain.
  - b. City will grant to District and record a permanent easement, in the form attached as **Exhibit C**, in accordance with the Master IGA.
  - c. District will provide City with any records or documents in its possession that will assist City in acquiring any property interests necessary for the Project.
7. **Right of Entry.** Execution of this Agreement by the parties grants District the right to enter upon the Property for the purpose of preparing to construct the Project. District shall also have the right to treat noxious and invasive weeds for the preservation and sustainability of the river environment.
8. **Project Permits.** City shall obtain any approvals, permissions, or permits necessary for the Project. District shall provide to City, at no cost to City, any District clearances or permits necessary for City to construct the Project.
9. **Public Participation.** City shall cooperatively manage any public participation processes for the Project. City shall coordinate all publicity or public participation activities with District and shall coordinate all public meetings on the Project.
10. **Project Manager and Representatives.** City shall furnish a Project Manager for the Project and District shall designate a representative (the “District Liaison”) to be a liaison with the Project Manager during construction of the Project. The Project Manager shall coordinate as appropriate with Pima County and District representatives during construction of the Project.
11. **Disputes.** In the event the Project Manager and District Liaison disagree on any aspect of the Project, the District’s Chief Engineer and the Director of the City Parks and Recreation Department, or their designees, shall meet within ten (10) calendar days to attempt to reach a

mutually agreeable resolution, unless another time frame is agreed upon in advance. If the dispute remains unsettled after that meeting, or if that meeting does not occur within the time frame specified above or otherwise agreed upon, the District's General Manager and the City Manager shall meet within ten (10) calendar days to attempt to reach a mutually agreeable resolution, unless another time frame is agreed upon in advance. If the dispute remains unresolved after that meeting, or if that meeting fails to occur within the time frame specified above or otherwise agreed upon, this Agreement shall terminate.

**12. Financing of the Project.** District shall be responsible for 100% of the cost of Project design. City shall be responsible for 100% of the cost of Project construction. Upon completion of construction and acceptance of the Project by District, District shall be responsible for all ongoing costs of maintaining the Improvements.

**13. Regulation of the Project during Construction.** City shall have responsibility for and control over the Project during construction.

**14. Inspection.** District may inspect any portion of the Project construction for substantial compliance with drawings and specifications. City shall allow official District representatives reasonable access to the Project site during construction. The Project Manager and District inspectors will cooperate and consult with each other during Project construction.

**15. Ownership and Maintenance.** District will own all improvements installed as part of the Project. Completion of the Project shall satisfy the terms of Section 3.c.i of the Master IGA and District shall maintain all Improvements upon accepting the completed Project in accordance with the remaining terms of the Master IGA.

**16. Term and Termination.**

a. *Term.* This Agreement shall be effective on the date of the last signature of a party ("Effective Date"). The terms of this Agreement that pertain to design and construction shall expire on final completion and acceptance of the Project by District. The remaining terms of this Agreement, including but not limited to ownership and maintenance, indemnity, insurance, books and records, and notice, shall remain in effect until the twentieth (20<sup>th</sup>) anniversary of the Effective Date, and shall automatically renew for successive five (5) year periods, unless and until the Parties mutually agree in writing to the termination of this Agreement.

b. *Termination.* This Agreement may be earlier terminated under the following circumstances:

i. For Cause. A party may terminate this Agreement for material breach of the Agreement by the other party. Prior to any termination under this paragraph, the party allegedly in default shall be given written notice by the other party of the nature of the alleged default. The party said to be in default shall have forty-five (45) days to cure the default. If the default is not cured within that time, the other party may terminate this Agreement. Any such termination shall not relieve either party from liabilities or costs already incurred under this Agreement.



ii. Conflict of Interest. This Agreement can be terminated for a conflict of interest as set forth in A.R.S. § 38-511, the relevant portions of which are hereby incorporated by reference.

iii. Failure to Appropriate Sufficient Funds. This Agreement shall automatically terminate if, for any reason, City or District fail to appropriate sufficient funds to design or construct the Project.

c. *Effect of termination.*

i. Extinguishment of Easements Granted to District. Upon termination of this Agreement for any reason, District will, at its sole cost, extinguish the easement in its favor granted by City under this Agreement.

ii. Ownership and Maintenance of Property and Improvements. Upon termination of this Agreement for any reason, ownership of all Improvements shall automatically vest in City, and City shall be solely responsible for maintaining those Improvements.

**17. Indemnification.** To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend and hold the other party, its governing boards or bodies, officers, departments, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorney's, consultant's and accountant's fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of any act or omission of the indemnifying party, its agents, employees or anyone acting under its direction or control, whether intentional, negligent, grossly negligent, or amounting to a breach of contract, in connection with or incident to the performance of this Agreement.

a. *Preexisting conditions.* To the fullest extent permitted by law, City shall indemnify, defend and hold District, its boards, officers, departments, employees and agents, harmless from and against any claims and damages, as fully set out above, resulting from or arising out of the existence of any substance, material or waste, regulated pursuant to federal, state or local environmental laws, regulations or ordinances, that is present on, in or below or originated from property owned or controlled by City prior to the execution of this Agreement.

b. *Notice.* Each party shall notify the other in writing within thirty (30) days of the receipt of any claim, demand, suit or judgment against the receiving party for which the receiving party intends to invoke the provisions of this Section. Each party shall keep the other party informed on a current basis of its defense of any claims, demands, suits, or judgments under this Section.

c. *Negligence of indemnified party.* The obligations under this Article shall not extend to the negligence of the indemnified party, its agents or employees.

d. *Survival of termination.* This Article shall survive the termination, cancellation,

expiration or revocation, whether in whole or in part, of this Agreement.

**18. Insurance.** When requested, a party shall provide the other party with proof of its worker's compensation, automobile, accident, property damage, and liability coverage or program of self-insurance.

**19. Books and Records.** District shall keep and maintain proper and complete books, records and accounts of the Project, which will be maintained in accordance with District's records retention policy and made available for inspection by City upon reasonable notice.

**20. Construction of Agreement.**

a. *Entire Agreement.* This instrument constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

b. *Amendment.* This Agreement shall not be modified, amended, altered or changed except by written agreement signed by the Parties.

c. *Construction and interpretation.* All provisions of this Agreement shall be construed to be consistent with the intention of the Parties as expressed in the recitals hereof.

d. *Captions and headings.* The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.

e. *Severability.* 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 a party in an attempt to reach an agreement on a substitute provision.

**21. Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of City or District.

**22. 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 any party and any other party's employees, except as and only to the extent expressly provided for in Section 23. No party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the others, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

**23. Workers Compensation.** An employee of a party shall be deemed to be an employee of both public agencies while performing pursuant to this Intergovernmental 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 that may accrue. Each

party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

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.

**24. No Third Party Beneficiaries.** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement, or affect the legal liability of any party to this Agreement, by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

**25. Compliance with Laws.** The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement.

- a. *Anti-Discrimination.* The provisions of A.R.S. § 41-1463 and Executive Order 75-5, as amended by Executive Orders 99-4 and 2009-9, issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Intergovernmental Agreement as if set forth in full herein.
- b. *Americans with Disabilities Act.* This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- c. *Conflict of Interest.* This Agreement is subject to the provisions of A.R.S. § 38-511.
- d. *Legal Arizona Workers Act Compliance.* Each party warrants to the other that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the warranting party's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together, the "State and Federal Immigration Laws"). Each party further agrees to ensure that each contractor who performs work associated with this Agreement (i) complies with the State and Federal Immigration Laws, and (ii) ensures that any subcontractor who performs work for the contractor complies with the State and Federal Immigration Laws.

Each party shall further require that each contractor who performs work subject to this Agreement advises each subcontractor of the party's rights, and the subcontractor's obligations, with respect to this subsection, 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 [District or City] 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.”

Any breach of the warranty of compliance with the State and Federal Immigration Laws by either party, by that party’s contractor doing work subject to this Agreement, or by a subcontractor of that party’s contractor doing work subject to this Agreement shall be deemed to be a material breach of this Agreement subjecting the breaching party to penalties up to and including suspension or termination of this Agreement. A party in breach of the warranty of compliance with State and Federal Immigration Laws shall further be liable to the other party for any additional costs attributable directly or indirectly to remedial action under this subsection.

**26. Waiver.** Waiver by any 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.

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

**28. 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**  
City of Tucson Transportation Department  
Attn: Director  
201 N. Stone 6<sup>th</sup> Floor North  
Tucson, AZ 85726

**District**  
Pima County Flood Control District

Attn: Chief Engineer  
97 E. Congress St.  
Tucson, AZ 85701


Notices shall be deemed delivered and received on the date of delivery, if delivered in person, or on the third business day after mailing, if delivered by any form of mail.

Any party may, by written notice to the other parties, designate another address or person for receipt of notices under this Agreement.


**29. 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.

*In Witness Whereof*, District has caused this Agreement to be executed by the Chair of its Board of Directors, upon resolution and attested to by the Clerk of the Board; and the City has caused this Agreement to be executed by the Mayor upon resolution of the Mayor and Council and attested to by its Clerk.

CITY OF TUCSON, a municipal corporation

  
\_\_\_\_\_  
Jonathan Rothschild, Mayor                      April 19, 2017  
Date

ATTEST:

  
\_\_\_\_\_  
Roger Randolph, City Clerk                      April 19, 2017  
Date

PIMA COUNTY FLOOD CONTROL DISTRICT

\_\_\_\_\_  
Sharon Bronson, Chair, Board of Directors                      Date

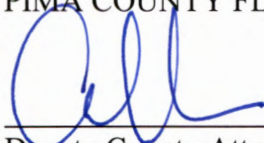
Attest:

\_\_\_\_\_  
Julie Castañeda, Clerk of the Board                      Date

### Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between the Pima County Flood Control District and the City of Tucson has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party represented by the him/her.

PIMA COUNTY FLOOD CONTROL DISTRICT:

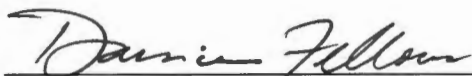


Deputy County Attorney  
**ANDREW FLAGG**

3/22/2017

Date

CITY OF TUCSON:



Principal Assistant City Attorney

3/22/2017

Date

**EXHIBIT A**  
**PROJECT AREA MAP**

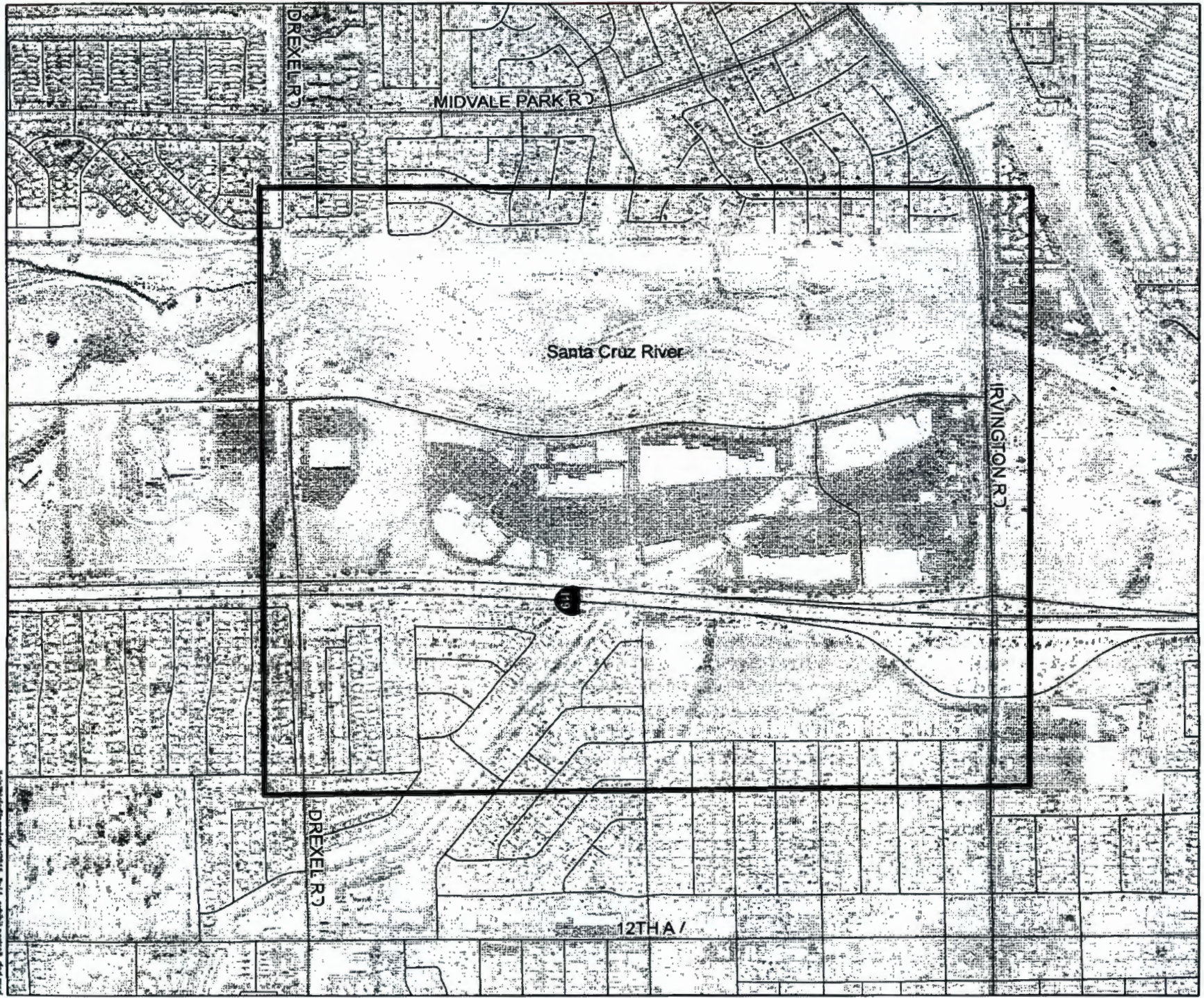


# Exhibit A Project Area Map

Streets  
Project Area



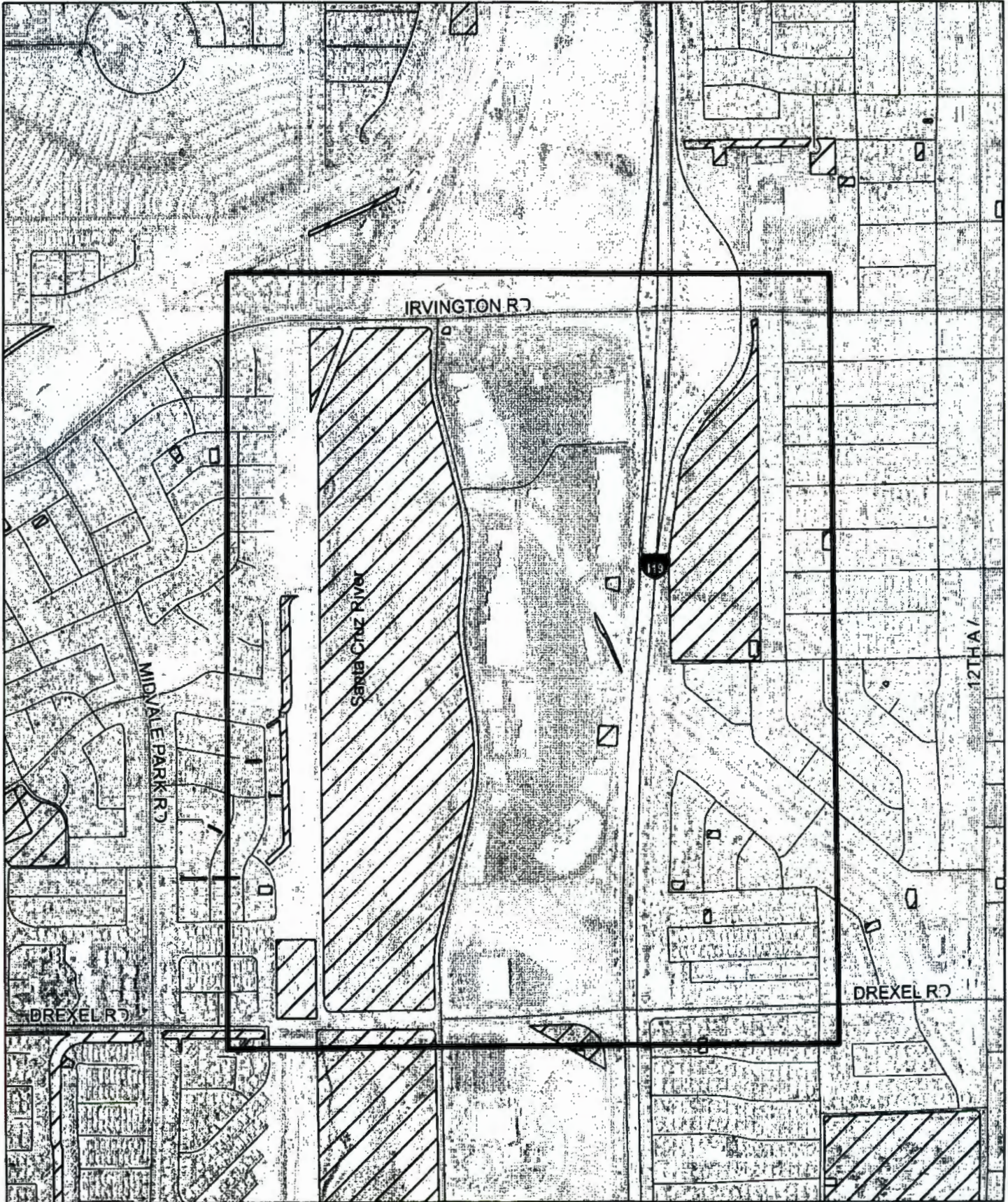
This map was prepared by the County of Pima, Arizona, for the purpose of providing information to the public regarding the project area. The County of Pima is not responsible for any errors or omissions on this map. The County of Pima is not responsible for any damages or losses resulting from the use of this map.





**EXHIBIT B**

**DEPICTION OF CITY PROPERTY**



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**PIMA COUNTY**  
 PUNO COUNTY  
 Pima County Regional Flood Control District  
 201 N. Main Ave. - 4th Floor  
 Tucson, Arizona 85701-1797  
 520.797.4444, FAX: 520.797.4441  
 www.pima-county.gov

**Exhibit B**  
**City of Tucson**  
**Property**

- Streets
- ▨ Project Area
- ▤ City of Tucson Parcels



1 inch = 1,000 feet



Date: 1/4/2017

The information displayed on this display is the result of digital analysis performed on a variety of data bases provided and maintained by several governmental agencies. The accuracy of the information presented is limited to the software accuracy of these databases on the date of the analysis. The Pima County Regional Flood Control District makes no claims regarding the accuracy of the information reported herein.

This product is subject to the GIS Ombudsman Charter and User Restrictions.

**EXHIBIT C**

**PERMANENT EASEMENT  
(CITY TO DISTRICT)**

Exempt from Affidavit of Value  
under A.R.S. § 11-1134(A)(2, 3)

**EASEMENT**  
**Santa Cruz River: Irvington Road to Drexel Road**

FOR good and valuable consideration, the City of Tucson, a municipal corporation, ("Grantor") hereby grants to Pima County Flood Control District, a political taxing subdivision of the State of Arizona ("Grantee"), a perpetual, non-exclusive easement in, on, over under, across and through the parcels of land (the "Property") owned by the Grantor and described collectively as **Exhibit A**", for operation and maintenance of the Santa Cruz River Irvington Road to Drexel Road Project (the "Project"), which includes bank protection, flood control improvements, riparian restoration improvement and recreational use improvements.

Grantee shall, at all times, operate and maintain the Property in accordance with the approved Intergovernmental Agreement (the "IGA") between the Grantor and Grantee, executed on January 7, 2014, Pima County Contract No. CT-FC-14-237, and Exhibit A to Resolution No. 22167, City of Tucson Contract No. 17885. Grantee shall remain responsible for the Project improvements called out in the IGA which include but are not limited to river park improvements, pedestrian pathways and other recreational facilities, handrails, safety rails, plants, trees, potable and reclaimed water facilities, rest rooms, wastewater facilities, irrigation systems, bank protection and flood control improvements.

Grantor shall have the right to enter upon the Property to enforce any provisions of this document or the above referenced IGA.

This easement does not convey any interest in the property sufficient to allow Grantee to:

1. Appropriate surface water for use in the easement area except in conjunction with the actual construction, maintenance or operation of the Project, nor does the easement convey any right to divert water from the easement area for a beneficial use outside the easement.
2. Object to any diversion, appropriation, managed or constructed recharge facility permit, or any other Arizona Department of Water Resources (ADWR) or Arizona Department of Environmental Quality (ADEQ) water permit or well drilling permit that the City may wish to obtain in the area of the easement, or that may create any effect in the area of the easement.

Nothing in this Easement is intended to create duties or obligations to or rights in third parties.

Grantor hereby warrants and covenants to Grantee and its successors and assigns that Grantor is lawfully seized and possessed of the Property; that Grantor has a good and lawful right to make the conveyances described herein.

IN WITNESS WHEREOF, the undersigned has executed this Easement effective as of this \_\_\_\_\_ day of \_\_, 20\_\_.

CITY OF TUCSON, a municipal corporation

By \_\_\_\_\_  
Mayor Jonathan Rothschild

APPROVED AS TO FORM:

\_\_\_\_\_  
Principal Assistant City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF ARIZONA        )  
                                  )ss.  
COUNTY OF PIMA        )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as Mayor, and \_\_\_\_\_, as City Clerk of the City of Tucson, a municipal corporation, as the Act of said municipal corporation.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

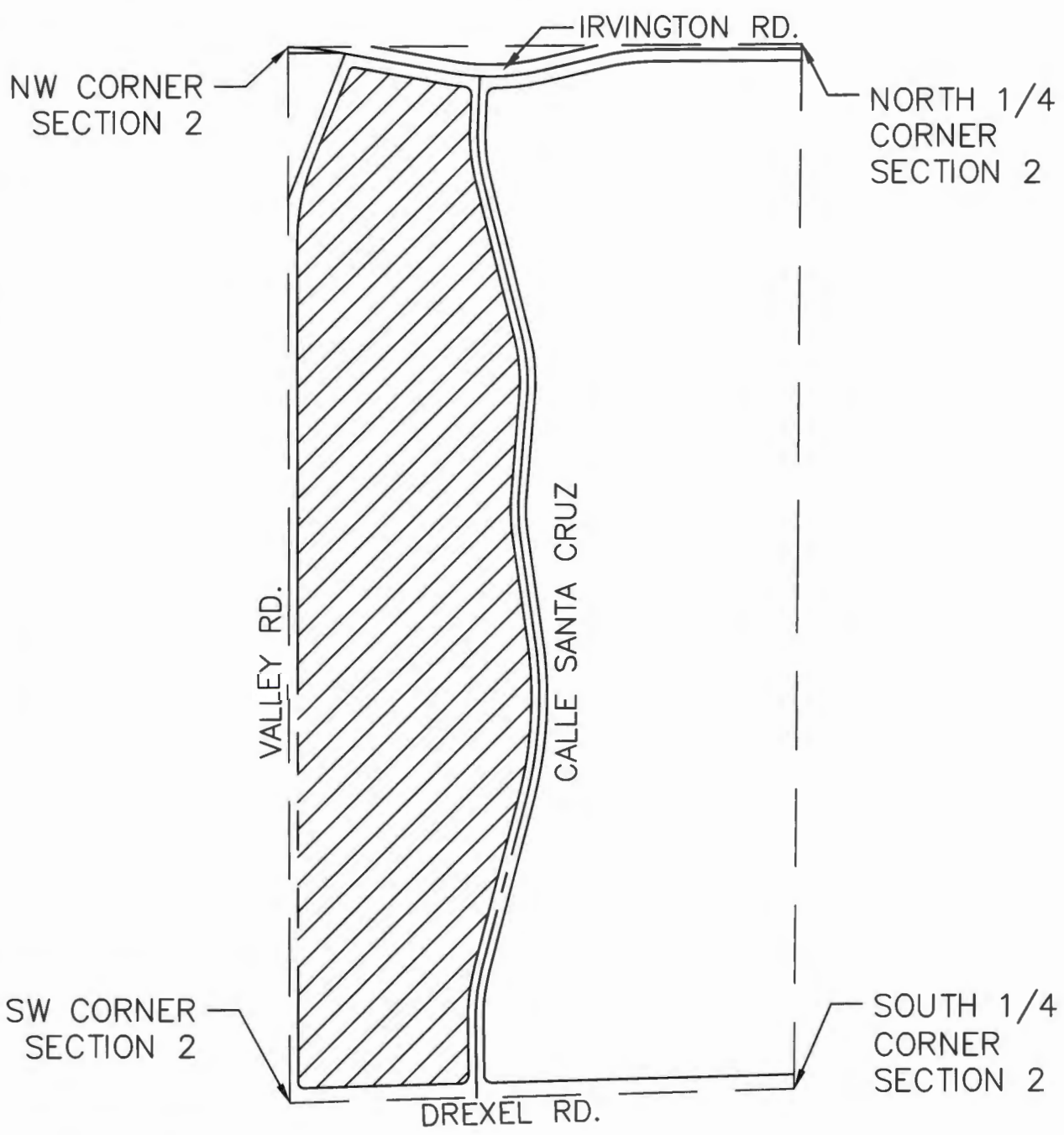
All that portion of that "Excluded" portion shown on Parque de Santa Cruz, Blocks 1 and 2, a subdivision recorded in Book 29 of Maps and Plats, at Page 48, in the office of the Pima County Recorder and being in the West half of Section 2, Township 15 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

All that portion of said Excluded parcel and west half of Section 2 lying North of the north right of way line of Drexel Road, West of the west right of way line of Calle Santa Cruz, South of the south right of way line of Irvington Road and East of the east right of way line of Valley Road, all as shown on said plat for Parque de Santa Cruz.



Expires 31 March 2018

# DEPICTION OF EXHIBIT "A"



 = EXCLUDED AREA, 123.056 ACRES +/-



## PIMA COUNTY SURVEY

A PORTION OF THE WEST HALF OF SECTION 2,  
TOWNSHIP 15 SOUTH, RANGE 13 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA