



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: October 16, 2018

*** = Mandatory, information must be provided**

or Procurement Director Award ☐

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

Town of Marana, an Arizona municipal corporation ("Town")

***Project Title/Description:**

Intergovernmental Agreement entered into pursuant to A.R.S. 11-952; RPS File LIC-0265

***Purpose:**

Pima County, Pima County Flood Control District and Town entered into a License Agreement (CTN-PW-13*175) in 2013 for the purpose of providing for the development, use and maintenance of the Shared Use Paths, trails and parking on District and County lands located within the Town limits. Numerous additional paths, trails and parking areas have been completed since 2013 and this IGA is now intended to include all the existing Uses as well as provide for future developments by Town. Completion of this IGA will replace and terminate the existing License.

***Procurement Method:**

Authorized by A.R.S. section 11-952

***Program Goals/Predicted Outcomes:**

The IGA will provide for terms and conditions of future development projects within the Town limits as well as maintenance of existing Paths and Trails.

***Public Benefit:**

The IGA will provide for existing and future trail and path development and maintenance obligations by the parties.

***Metrics Available to Measure Performance:**

The terms and conditions of the IGA will facilitate the successful completion of projects and maintenance responsibilities.

***Retroactive:**

No

*To: CoB-10.3.18
Ver-4
JFS-18
(3)*

Contract / Award InformationDocument Type: CTN Department Code: PW Contract Number (i.e., 15-123): 19*046Effective Date: 10/16/2018 Termination Date: 10/15/2038 Prior Contract Number (Synergen/CMS): _____☐ Expense Amount: \$* _____ ☒ Revenue Amount: \$ 0.00***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No**If Yes, is the Contract to a vendor or subrecipient?** _____Were insurance or indemnity clauses modified? ☐ Yes ☒ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☒ No*If Yes, attach the required form per Administrative Procedure 22-73.***Amendment / Revised Award Information**

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____Is there revenue included? ☐ Yes ☐ No If Yes \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

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

Effective Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____***All Funding Source(s) required:*****Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____Contact: Tim MurphyDepartment: Real Property Services Telephone: 724-6379Department Director Signature/Date: [Signature]Deputy County Administrator Signature/Date: [Signature]County Administrator Signature/Date: C. D. [Signature] 10/1/18
(Required for Board Agenda/Addendum Items)

**Intergovernmental Agreement between
the Town of Marana, Pima County, and the
Pima County Flood Control District for the
Shared Use and Development of Existing and Future Trail and Trailhead
Improvements on County and Flood Control District Properties**

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

Recitals

- A. Town is authorized by A.R.S. §§ 48-572(5), 9-276, and 9-494 to construct, reconstruct or acquire 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. County is authorized pursuant to A.R.S. §§ 11-951 and 11-932 to own real property and to develop, operate and maintain parks and trail systems for the benefit of its residents.
- D. The Parties have previously entered into a License Agreement (CTN-PW-13*175) dated January 8, 2013 under which Town has developed and maintained trails upon certain County and District owned properties for the benefits of the residents of Town and County.
- E. The Parties desire to enter into this Intergovernmental Agreement to formalize the relationship among the Parties for the development, operation and maintenance of certain trails and trailheads located on County and District properties as shown on the map attached to this Agreement as Exhibit A (the "Project"). County and District further desire to grant Town a right of entry over those County and District owned properties as shown on Exhibit A to allow Town to undertake its construction, maintenance and development activities with regard to the recreational trails and trailheads on those properties.

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, agree as follows:

1. **Purpose.** The purpose of this Agreement is to replace License Number CTN-PW-13*175 and to set forth the responsibilities of the Parties for the design, operation and maintenance of the Project and all Improvements and to address legal and administrative matters among the Parties.

2. **Project.** The Project consists of the development, construction, operation and maintenance of the trails and trailheads on County and District owned properties as shown on Exhibit A.
3. **Design and Construction Responsibilities.** Town is responsible for Project design. Town will prepare, or have prepared any necessary plans and specifications (“Project Plans”). Town will provide County and District an opportunity to review and comment on the Project Plans as they are developed, but final responsibility for and approval of the Project Plans rests with Town. Town may opt out of the design or construction of any Project element upon discovering one or more environmental issues, species, cultural resources, or third-party property rights acquisition costs that in Town’s judgment may cause Town to exceed its anticipated budget for the particular project element.
 - a. *Environmental Compliance.* Town will 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). Town will obtain any necessary Corps of Engineer permits and or approvals.
 - b. *Cultural Resources.* Town will ensure that potential impacts to cultural resources will be evaluated and treated in accordance with applicable local, state, and federal historic preservation laws and regulations, including County Board of Supervisors Policy C3.17. Prior to any ground disturbance, Town will ensure that a cultural resources Class III inventory survey is conducted, all cultural resources are fully recorded and assessed for their eligibility to the Arizona and National Registers of Historic Places, and recommendations made regarding the mitigation of cultural resources that cannot be avoided by the project causing the ground disturbing activities. Any mitigation of impact to cultural resources must be in accordance with all application local, state, and federal historic preservation laws and regulations. All cultural resources reports, plans, and recommendations must be reviewed by the Pima County Office of Sustainability and Conservation cultural resources division, and by appropriate state and federal agencies as required. Cultural Resources mitigation must be satisfactorily completed prior to any ground disturbing activities commencing. Town will ensure that A.R.S. § 41-844 is followed to protect human burials that may be uncovered as a result of ground disturbing activities.
4. **Construction.** Town will let and administer any construction contracts for the Project in accordance with the requirements of Arizona Revised Statutes Title 34 and in accordance with a Construction Schedule to be reviewed and approved by County or District, as applicable, as set forth below, before any work on County or District property commences. Town will have the usual rights and obligations of the owner of a public construction contract.
 - a. *Construction Schedule.* Town is responsible for preparing a construction schedule (the “Construction Schedule”) showing the anticipated timing and duration of each stage of

construction. Town will establish a final Construction Schedule and will provide it to County or District as applicable within thirty (30) days after Town awards a construction contract for any work on the Project.

- b. *Signage.* County, District and Town have the right to install signage at the construction site in a location of their choosing, provided that the sign does not interfere with the construction, announcing that the Project is a County or District and Town project, and listing the names of the members of the Board of Supervisors, Board of Directors and Mayor and Council as applicable.

5. Utility Relocations. Town is responsible for coordinating all utility relocations. Town is responsible for the cost to relocate Town- and County-owned utilities, and for the cost to relocate all other utilities for which the owner has a prior right that causes the utility owner not to be legally responsible for utility relocation costs.

6. Rights of Way and Easements.

- a. The Parties believe that existing County or District-owned property and easements constitute all necessary rights-of-way and easements necessary to complete the Project and thereafter maintain any trail and trailhead improvements. To the extent any property rights must be acquired from third parties to complete the Project or thereafter maintain the Improvements, Town is solely responsible for acquiring those property rights, either by purchase or through its power of eminent domain. County expressly authorizes Town to bring an action in eminent domain in the name of County as plaintiff to acquire any property rights located in unincorporated Pima County; provided, however, that Town shall be responsible for all resulting costs (including all costs to satisfy the judgment in eminent domain) and County will retain ownership of the property rights so acquired (see Section 16 below).
- b. District and County will provide Town with any records or documents in their possession that will assist Town in acquiring any property interests necessary for the Project.

7. Right of Entry. Execution of this Agreement by the Parties grants Town the right to enter upon the County-owned and District-owned Properties as shown on Exhibit A for the purpose of planning, constructing and maintaining the Project.

8. Project Permits. Town shall obtain any approvals, permissions, or permits necessary for the Project. County and District will provide to Town, at no cost to Town, any County or District clearances or permits necessary for Town to construct the Project.

9. Public Participation. Town will cooperatively manage any public participation processes for the Project. Town will coordinate all public participation activities with County and District and will coordinate all public meetings on the Project.

10. Project Manager and Representatives. Town will furnish a Project Manager for the Project and County and District will each designate a representative (the "County Liaison" or "District Liaison") to be a liaison with the Town's Project Manager during construction of the Project.

The Project Manager will coordinate as appropriate with Pima County and District representatives during construction of the Project.

- 11. Disputes.** In the event the Project Manager and County Liaison or District Liaison disagree on any aspect of the Project, the County Administrator, the District's Chief Engineer and the Director of the Town 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 County Administrator, District's General Manager and the Town Manager, and, or their designees will meet within ten (10) calendar days to attempt to reach a mutually agreeable resolution, unless the Parties agree upon another time frame 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 will terminate.
- 12. Financing of the Project.** Town is responsible for 100% of the costs of Project design and construction. Upon completion of construction and acceptance of the Project by Town, Town will be responsible for all ongoing costs of maintaining the Improvements.
- 13. Regulation of the Project during Construction.** Town has responsibility for and control over the Project during construction.
- 14. Inspection.** District or County may inspect any portion of the Project construction for substantial compliance with drawings and specifications. Additionally, District or County may inspect any portion of the completed project for maintenance compliance. In the event District inspection or comments from users indicates a safety concern, Town shall be responsible for taking all action and expense necessary to remedy the issue. Town will allow official District or County representatives reasonable access to the Project site during construction. The Project Manager and District or County inspectors will cooperate and consult with each other during Project construction.
- 15. Maintenance.** Town will be responsible for maintenance of the Project (all Shared User Path and Trailhead assets along the Santa Cruz River trails system) located north of the south right-of-way line of Ina Road. County will be responsible for maintenance of the Project (all Shared User Path and Trailhead assets along the Santa Cruz River trails system) located south of the south right-of-way line of Ina Road. At a minimum, each party's maintenance obligations pursuant to this Agreement shall be consistent with the Scope of Maintenance document attached to and incorporated in this Agreement as Exhibit B.
- 16. Ownership of Improvements.** District or County will own all improvements installed as part of the Project as their underlying property ownership interests may appear. If third-party property rights are acquired pursuant to Section 6 above, Town will own all such property rights and improvements located in the town limits of the Town, and County will own any other property rights and improvements.

17. Term and Termination.

- a. *Term.* This Agreement is effective on the date of the last signature of a party (“Effective Date”). The terms of this Agreement that pertain to design and construction expire on final completion and acceptance of the Project by Town. The remaining terms of this Agreement, including but not limited to maintenance, indemnity, insurance, books and records, and notice, remain in effect until the twentieth (20th) anniversary of the Effective Date, and automatically renew for successive five (5) year periods, unless and until the Parties mutually agree in writing to the termination of this Agreement. The Right-of-Entry granted pursuant to Section 7 of this Agreement will remain in effect until the Town is no longer responsible for maintaining the Improvements.
- 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 any other party. Prior to any termination under this Section, the party allegedly in default will be given written notice by the party claiming default of the nature of the alleged default. The party said to be in default will have forty-five (45) days to cure the default. If the default is not cured within that time, the party claiming the default may terminate this Agreement. Any such termination will not relieve any other party from liabilities or costs already incurred under this Agreement.
 - ii. Conflict of Interest. This Agreement may be terminated for 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 will automatically terminate if, for any reason, “Town”, County or District fail to appropriate sufficient funds to design, construct or maintain the Project or to perform any other obligation of any Party hereunder.
- c. *Effect of termination on maintenance of property and improvements.* Upon termination of this Agreement for any reason, maintenance of the property shall become the responsibility of County and/or District unless otherwise agreed to by the Parties.

18. Indemnification. To the fullest extent permitted by law, each party to this Agreement will 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, County and District will indemnify, defend and hold Town, 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 County or District prior to the execution of this Agreement.

- b. *Notice.* Each party will notify the others 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 will keep the other parties 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 do not extend to the negligence of the indemnified party, its agents or employees.
- d. *Survival of termination.* This Article survives the termination, cancellation, expiration or revocation, whether in whole or in part, of this Agreement.

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

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

21. 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 will 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.

22. Legal Jurisdiction. Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of Town, County or District.

23. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement will 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 24 below. No party is liable for any debts, accounts, obligations or other liabilities whatsoever of the others, including (without limitation) the other parties' obligations to withhold Social Security and income taxes for itself or any of its employees.

24. Workers Compensation. An employee of a party shall be deemed to be an employee of multiple 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 is solely liable for any workers compensation benefits that may accrue. Each party will 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.

25. 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.

26. Compliance with Laws. The Parties will 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. *Legal Arizona Workers Act Compliance.*
 - i. Each party warrants to the others 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.

- ii. Each party will 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 [County, District or Town] 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.”

- iii. 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.

27. Waiver. Waiver by any party of any breach of any term, covenant or condition herein contained is not 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.

28. Force Majeure. A party is not 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.

29. 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:

Town:

Town of Marana
Attn: Town Manager
Marana Municipal Complex
11555 W Civic Center Dr
Marana AZ 85653

With a copy to:

Town of Marana
Attn: Town Attorney
Marana Municipal Complex
11555 W Civic Center Dr
Marana AZ 85653

County:

Real Property Services Administrator
Attn: Manager
201 N. Stone, 6th Floor
Tucson, AZ 85701

District

Pima County Flood Control District
Attn: Chief Engineer
201 N. Stone, 8th Floor
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.

30. 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, County has caused this Agreement to be executed by the Chairman of its Board of Supervisors and attested to by the Clerk of the Board, District has caused this Agreement to be executed by the Chairman of its Board of Directors attested to by the Clerk of the

Board; and the Town has caused this Agreement to be executed by the Mayor upon resolution of the Mayor and Council and attested to by its Clerk.

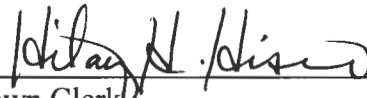
TOWN OF MARANA, an Arizona municipal
corporation



Ed Honea, Mayor

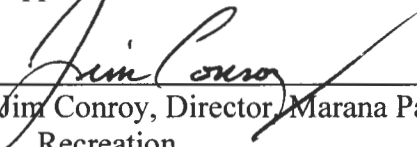
9/18/2018
Date

Attest:



Town Clerk

Approved as to Content:



Jim Conroy, Director, Marana Parks &
Recreation

PIMA COUNTY

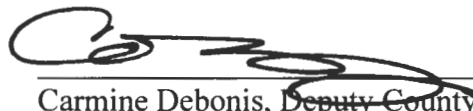
Attest:

Richard Elías, Chairman, Board of
Supervisors

Date

Julie Castañeda, Clerk of the Board

Approved as to Content:

 10/1/18

Carmine Debonis, Deputy County
Administrator, Public Works

PIMA COUNTY FLOOD CONTROL
DISTRICT

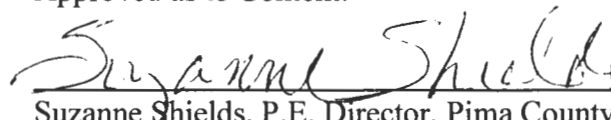
Attest:

Richard Elías, Chairman, Board of Directors

Date

Julie Castañeda, Clerk of the Board

Approved as to Content:

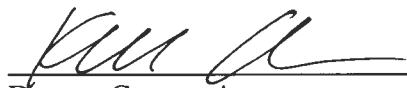


Suzanne Shields, P.E. Director, Pima County
Flood Control District

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County, the Pima County Flood Control District and the Town of Marana 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 undersigned.

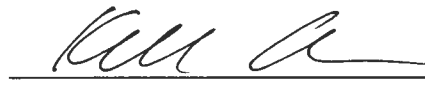
PIMA COUNTY:



Deputy County Attorney

9/27/18
Date

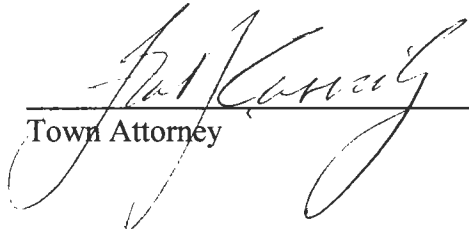
PIMA COUNTY FLOOD CONTROL DISTRICT:



Deputy County Attorney

9/27/18
Date

TOWN OF MARANA:

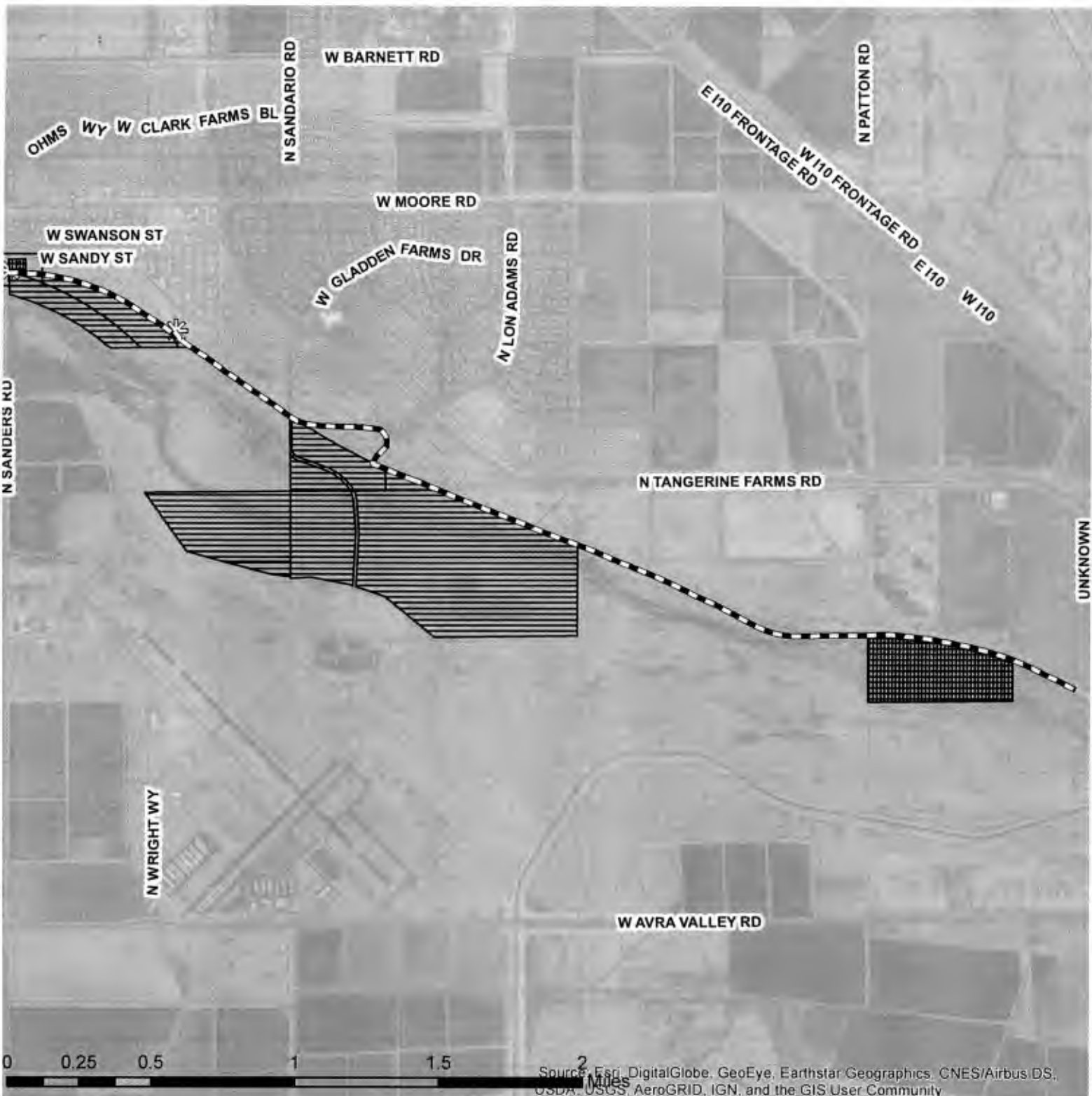


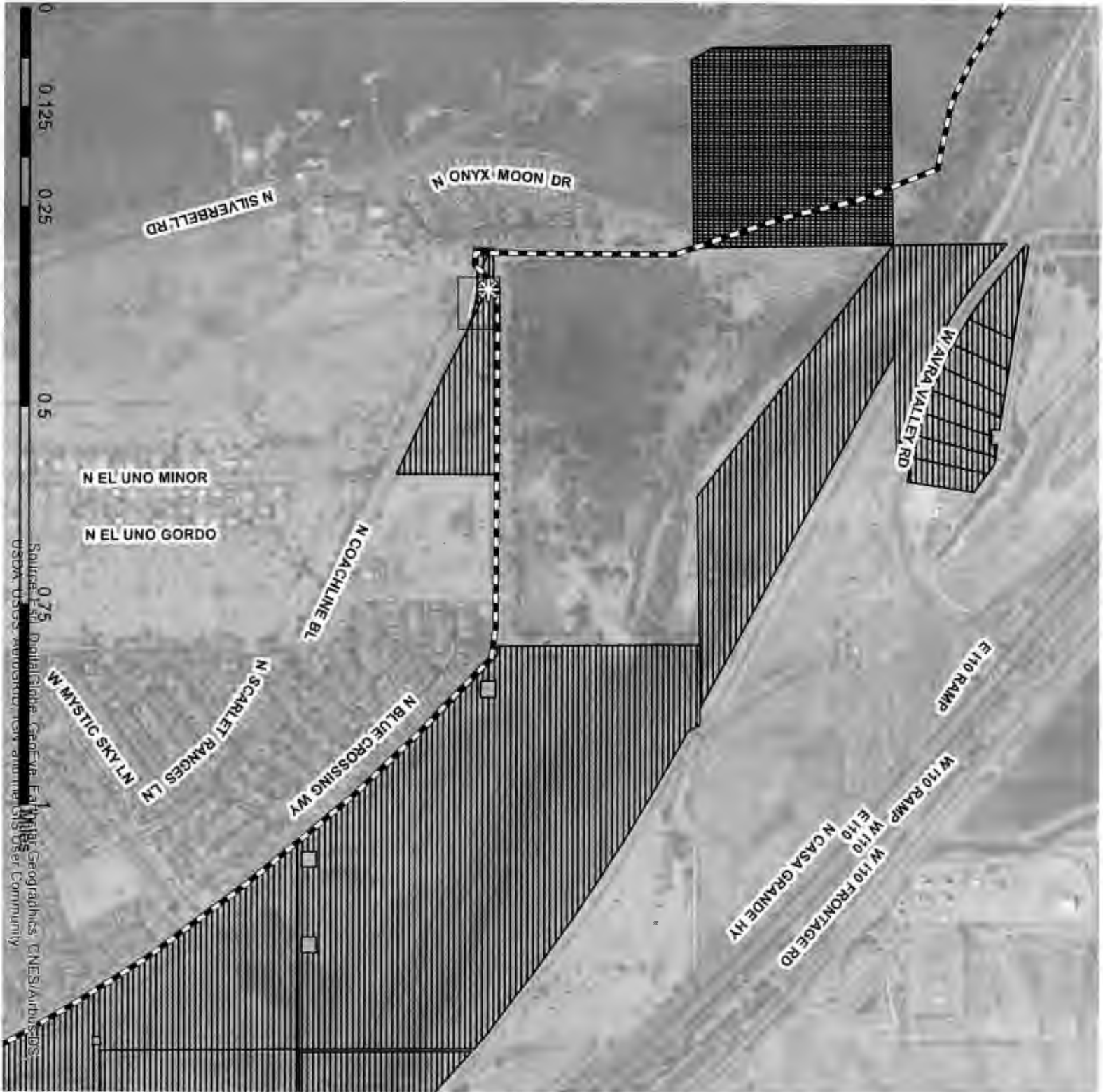
Town Attorney

9-18-2018
Date

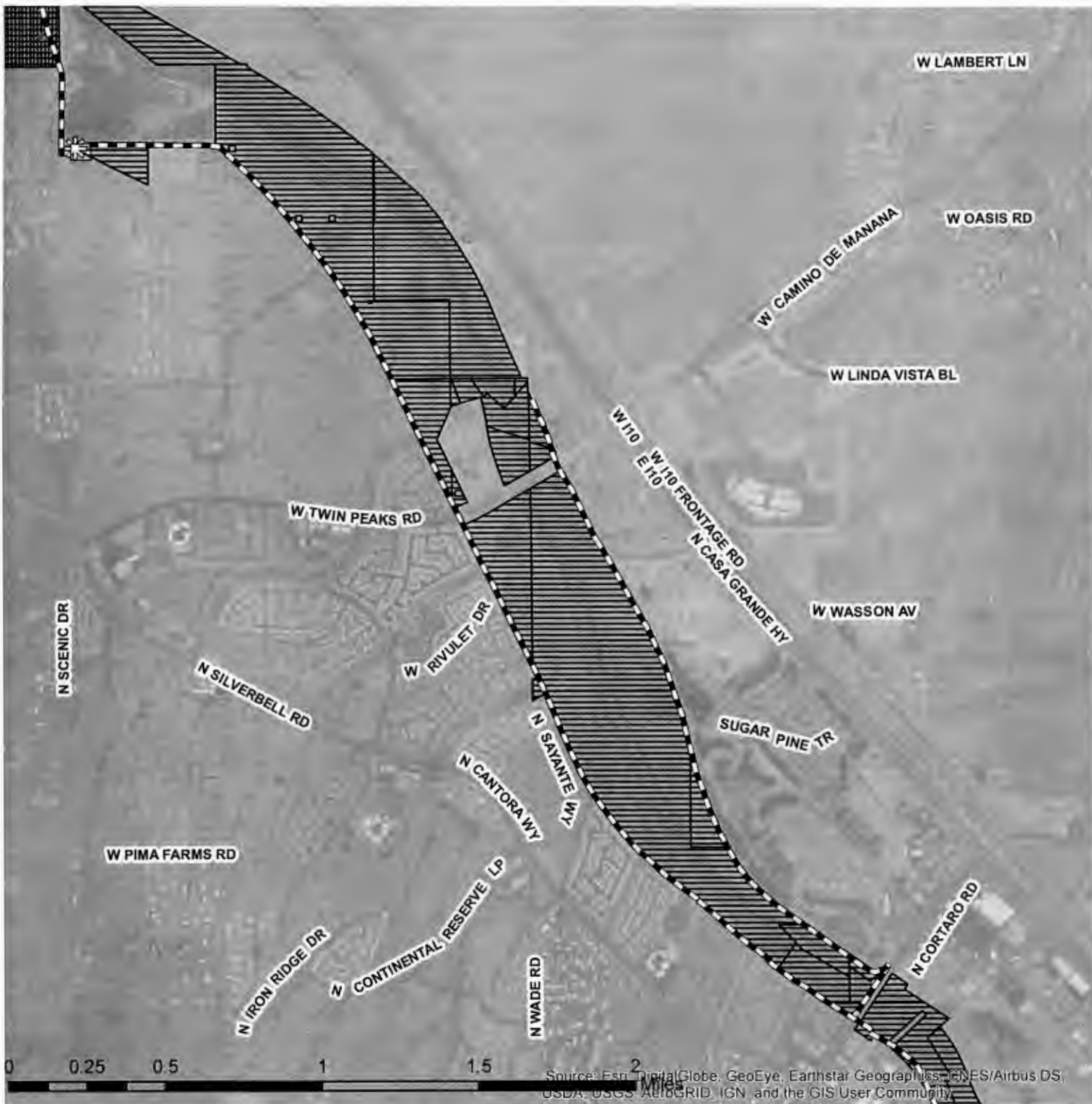
EXHIBIT A

PROJECT AREA MAP





Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS,
USDA, USDA, AeroGRID, IGN, and the GIS User Community



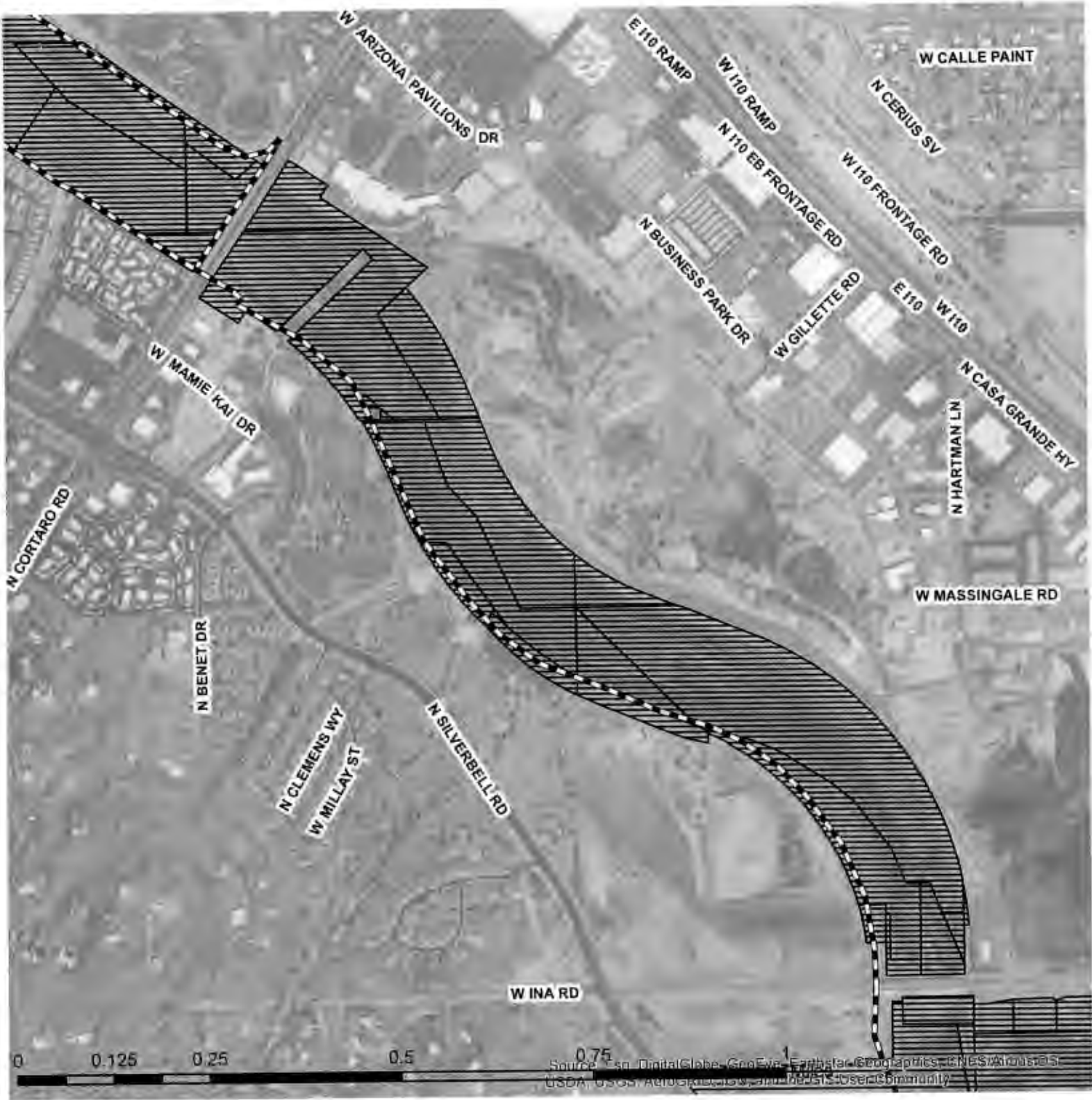


EXHIBIT B

SCOPE OF MAINTENANCE

EXHIBIT B TO TRAIL AND TRAILHEAD IGA: SCOPE OF MAINTENANCE

Daily:

- 1.) Visually inspect the area to be serviced for safety issues
- 2.) Pick-up all debris, fallen green waste and all litter
- 3.) Clean and sanitize restrooms
- 4.) Inspect and clean ramadas, picnic tables, benches, and similar amenities
- 5.) Abate graffiti upon discovery
- 6.) Inspect plant material for damage and replace as needed
- 7.) Trim tree limbs to a height of eight feet or higher to prevent eye hazards for path users
- 8.) Inspect signage for vandalism and repair or replace as needed
- 9.) Inspect post-and-cable, railing, fence lines, gates, bollards, and similar improvements, and repair and replace as needed
- 10.) Inspect path shoulders and path transitions for rodent holes and backfill as needed
- 11.) Backfill potholes with cold-patch asphalt
- 12.) Repair and implement erosion control upon discovery
- 13.) Inspect and clean artwork as needed
- 14.) Follow jurisdiction's protocol for dealing with homeless encampments as needed
- 15.) Remove ponded water from SUP

Weekly:

- 1.) Service all trash cans on the SUP and pick up trash as needed
- 2.) Broom/brush/blow all asphalt surfaces and record on monthly equipment log
- 3.) Manually run irrigation to inspect for operation and repairs
- 4.) Service the Mutt-Mitt stations by stocking them with bags and emptying trash cans

Monthly and on-going:

- 1.) Inspect and adjust irrigation run times
- 2.) Fill out vehicle/equipment form to log mileage/hours of use
- 3.) Take and log water meter readings

Bi-Annually:

- 1.) Complete asphalt inspection survey (in April and October) as part of the jurisdiction's pavement maintenance program
- 2.) Apply post-emergent to combat any weeds or noxious plants that escape pre-emergent control

Annually:

- 1.) Remove and replace all compromised path asphalt as needed
- 2.) Apply pre-emergent to combat weeds and other noxious plant material.