



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 04/01/2025

* = Mandatory, information must be provided

or Procurement Director Award:

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

Santa Cruz County

***Project Title/Description:**

Intergovernmental Agreement between Pima County and Santa Cruz County for Cooperative Highway Maintenance

***Purpose:**

Intergovernmental agreement between Pima County and Santa Cruz County for cooperative highway maintenance for the roadway segments set forth in Exhibit A. For purposes of enabling efficiency, fiscal effectiveness and general logistics, Pima County will maintain the portions of Arivaca Road within Santa Cruz County in exchange for Santa Cruz County to maintain the portions of Rain Valley Road and Clyne Ranch Road within Pima County.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

Pima County and Santa Cruz County will maintain the other agency's segments at equal levels of service.

***Public Benefit:**

The logistics of providing labor and equipment for maintenance of continued road segments that cross jurisdictions is more cost effective than starting and stopping at respective county boundaries. Also, the exchange of maintenance services allows the public to see continuity of efforts and consistency.

***Metrics Available to Measure Performance:**

Roadways will be maintained for public use.

***Retroactive:**

No.

TO: COB, 3-17-2025 (2)
Vers: 10
pgs: 1

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THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: SC Department Code: TR Contract Number (i.e., 15-123): SC2500000082
Commencement Date: 04/01/2025 Termination Date: 03/31/2030 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 0 Revenue Amount: \$ 0

*Funding Source(s) required: NA

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 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense 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):
Commencement 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: Joseph Godoy (Administrative Contact: Michelle Guardado 724-2663)

Department: Transportation

Telephone: 724-6136

Department Director Signature: Joseph Godoy Date: 3/14/2025
Deputy County Administrator Signature: Date: 3/14/2025
County Administrator Signature: Date: 3/14/2025

Digitally signed by Joseph Godoy
DN: cn=Joseph Godoy, o=Harris County, ou=Department of Transportation, email=joseph.godoy@harris.gov, c=US
Date: 2025.03.14 12:30:07-0500

**Intergovernmental Agreement
between
Pima County and Santa Cruz County
For
Cooperative Highway Maintenance**

This Intergovernmental Agreement (“IGA”) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“Pima”) and Santa Cruz County (“Santa Cruz”), a body politic and corporate of the State of Arizona, pursuant to A.R.S. § 11-952.

1. Background.

- 1.1. Pima and Santa Cruz may enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- 1.2. Pima and Santa Cruz have statutory authority to enter into cooperative agreements for highway maintenance pursuant to A.R.S. § 28-6707.
- 1.3. Pima and Santa Cruz each have highway maintenance responsibilities within their respective jurisdictions.
- 1.4. For purposes of enabling efficiency, fiscal effectiveness and general logistics, the parties intend to allocate highway maintenance responsibilities in a manner which involves working across jurisdictional boundaries.
- 1.5. Pima agrees to maintain certain public highways or portions of public highways, located in unincorporated Santa Cruz County in exchange for Santa Cruz to maintain certain public highways or portions of public highways located within unincorporated Pima County.

2. Purpose. Pima and Santa Cruz want to allocate highway maintenance responsibilities in a manner which involves working across jurisdictional boundaries. This agreement covers only routine maintenance of highway pavement markings and traffic control signs and devices except as otherwise provided for in this agreement. New installations, investigations, engineering, and betterments remain the responsibility of the respective jurisdictions.

- 2.1. **Pima Responsibilities.** Pima will provide highway maintenance services on those highways or portions within Santa Cruz County as described in the attached Exhibit A (1 page) in accordance with routine maintenance standards described in paragraph 2.4.
- 2.2. **Santa Cruz Responsibilities.** Santa Cruz will provide highway maintenance services on those highways or portions within Santa Cruz County as described in the Attached Exhibit A in accordance with routine maintenance standards described in paragraph 2.4.

2.3. **Traffic Control Signs and Devices.** Each party's obligations under this agreement includes the maintenance, repair, replacement or performing any applicable service on existing Manual of Uniform Traffic Control Device (MUTCD) traffic control signs and devices located within the other party's jurisdiction. Pima shall be responsible for all existing traffic control signs and devices within Santa Cruz and Santa Cruz shall be responsible for all existing traffic control signs and devices within Pima. New traffic control signs and devices will be approved and installed by the owning jurisdiction, with subsequent maintenance by the other party. No traffic control signs or devices shall be removed by the other party without the approval of the owning jurisdiction. Stop signs and Yield signs will be replaced within 24 hours of notice, and all remaining signs and devices will be replaced within two weeks of notice, to the proper Pima or Santa Cruz authority, of the damage or disappearance of the sign or device.

2.4. **Routine Maintenance Standards.** All maintenance services provided by the parties under this agreement shall conform to accepted and applicable engineering practices. The services will be provided on a routine or as needed basis depending on the service. Any schedule represents the average maintenance periods associated with the listed improvements and may vary at the discretion of the performing party depending on available resources and weather conditions. Regularly occurring and intermittent maintenance activities shall be performed on a schedule consistent with normal Pima/Santa Cruz maintenance schedules. Road closures for planned maintenance activities will be consented to by the owning jurisdiction. Emergency road closures will be done at the discretion of the operating agency with notice to the owning jurisdiction. Maintenance activities to be performed both the parties include the following, as defined in Section 2.5:

- Shoulder Grading
- Vegetation Management
- Sweeping (non-curbed streets)
- Drainageway Maintenance
- Pothole Patching
- Mowing
- Storm Clean-up
- Pavement Marking
- Signing
- Emergency Maintenance Response
- Cattle Guards
- Fencing

2.5. **Definitions; clarifications.** For the purpose of this agreement, the following definitions shall apply:

Pothole Patching. Potholes that pose a risk to the traveling public shall be patched or barricaded within five days of notification of their existence and shall in any event be patched within 30 days of notification of their existence. Other potholes shall be

patched as soon as practical after notification of their existence. Roadway edge potholes should be patched if edges intrude into the travel lane.

Cattle Guards. The maintaining jurisdiction will provide routine cattle guard maintenance to include cleaning out as needed or repairing the frame.

Drainageways Maintenance. Drainage maintenance consists of vegetation and sediment control in the areas of inlets, outlets and dip sections or in the alternative, sediment within box culverts or corrugated metal pipes.

Emergency Maintenance Response. The maintaining jurisdiction will provide response to flooded roadways and wash crossings, close wash crossings with adequate barricades and re-open when clear. Emergency road closures will be done at the discretion of the maintaining jurisdiction and should last no longer than necessary to mitigate the emergency unless there are extenuating circumstances.

Fencing. Fence repairs as needed.

Mowing. Shoulders should be mowed to keep the vegetation sufficiently low.

Pavement Marking. Existing centerline and edge line markings will be refreshed at least once a year unless it is determined it is not needed. Existing pavement marking legends, stop lines, raised pavement markers, and transverse markings will be maintained on an as-needed basis and as applicable. New or modified pavement marking installations will be approved and installed by the owning jurisdiction, with subsequent maintenance by the other party.

Shoulder Grading. Backfill, grade, compact and repair of damaged road shoulders to ensure edge drop-offs are minimized.

Signing. Signing includes the retroreflective sign panel, signpost, brackets, hardware and foundation. Each sign panel is to be marked with an install date. Panels are to be replaced for retro reflectivity based on the signing lifecycle, within at least a 10-12 year cycle or as needed if they have been vandalized or damaged. Sign supports and related hardware are to be replaced on an as needed basis.

Storm Clean-up. Storm clean-up consists of removing debris/sediment from inlet or roadways.

Sweeping (non-curbed streets). Sweeping as needed.

Vegetation Management. Vegetation management on highway shoulders or drainageways adjacent to highways shall be performed as determined by the maintaining party. This work consists of management of vegetation that encroaches into traffic and management of sight distance and visibility of signs and other traffic control devices. General plant maintenance and irrigation system maintenance is excluded.

- 2.6. **Exhibit Updates.** Modifications, additions and subtractions to highways or portions of highways listed in Exhibit A may be made by written addendum approved by each parties respective Director.
- 2.7. **Right of Entry.** Execution of this Agreement grants Santa Cruz the right to enter upon Pima rights of way for the purposes of this Agreement and grants Pima the right to enter upon Santa Cruz rights of way for the purposes of this Agreement.
- 2.8. **Permits.** The parties shall cooperate with one another in securing any necessary approval, permission or permits required to perform the services agreed to herein.
- 2.9. **Request for Maintenance Logs.** Maintenance logs shall be provided to the owning jurisdiction annually or, every three months upon request. Failure to provide requested maintenance logs is cause for termination by either party.
3. **Term.** This IGA will be effective on the date it is fully executed by both parties and will continue for a period of five years unless it is, prior to the expiration of such period, extended or terminated by the agreement of the parties.
4. **Disposal of Property.** Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
5. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
6. **Insurance.** Each party warrants that it is self-insured or otherwise maintains adequate insurance to fully cover its liability under this IGA. Pima County will include the portions of Arivaca Road within Santa Cruz County in its inventory of county-maintained roads covered by its self-insurance trust.
7. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
8. **Non-Discrimination.** The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, the parties will 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.

9. **ADA.** The parties will 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.
10. **Conflict of Interest.** This IGA 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.
11. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the Santa Cruz County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
12. **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
13. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
14. **No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
15. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

Pima:

Director
 Department of Transportation
 201 N. Stone, 4th Floor
 Tucson, AZ 85701
 (520) 724-6410

Santa Cruz:

Director
 Public Works
 275 Rio Rico Drive
 Rio Rico, A 85648
 (520) 375-7830

16. **Amendment.** This IGA may only be modified, amended, altered or changed by written agreement signed by the parties.
17. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect

other provisions or applications of this IGA that can be given effect without the invalid provision or application.

18. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise
19. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.
20. **Effective Date.** This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature).
21. **Counterparts.** This IGA may be executed in counterparts, each of which when taken together, will constitute one original contract.

PIMA COUNTY

SANTA CRUZ COUNTY

Rex Scott, Chair
Board of Supervisors

Chair
Board of Supervisors

Date

Date

ATTEST

ATTEST

Melissa Manriquez, Clerk of the Board

Clerk of the Board

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and Santa Cruz County has been reviewed 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 he or she represents.

PIMA COUNTY:

Santa Cruz County



Cindy Nguyen, Deputy County Attorney

Deputy County Attorney

**Pima County and Santa Cruz County
Exhibit A**

Roadways to be Maintained by Santa Cruz County Miles

Rain Valley Road 1.01

Clyne Ranch Road 1.01

Roadways to be Maintained by Pima County Miles

Arivaca Road 2.45