



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 04/02/2024

* = 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 between Pima County and the Town of Marana for the Bike Path Construction & Cost sharing.

***Purpose:**

Construction of a portion of a loop asphalt path and cost-sharing terms related to the construction. Specifically, it is the understanding that Pima County's contractor will install approximately 3,000 ft of the bicycle loop asphalt path on County and District properties. Town will reimburse County for 50% of the construction costs related to the Project upon County invoice. The amount \$586,810.19 noted on page 2 under expense is an estimated amount.

***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

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: CTN Department Code: WWV Contract Number (i.e., 15-123): 24*142
Commencement Date: 04/02/2024 Termination Date: 04/01/2026 Prior Contract Number (Synergen/CMS):

[X] Expense Amount \$ 586,810.19 [] Revenue Amount: \$

*Funding Source(s) required: CIP Fund - 1140

Funding from General Fund? [] Yes [X] No If Yes \$ %

Contract is fully or partially funded with Federal Funds? [] Yes [X] No

If Yes, is the Contract to a vendor or subrecipient?

Were insurance or indemnity clauses modified? [] Yes [X] No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? [] Yes [X] 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: Olivia Cañez

Department: RWRD

Telephone: 520-724-6642

Department Director Signature: [Signature] Date: 3/4/24
Deputy County Administrator Signature: [Signature] Date: 3/5/2024
County Administrator Signature: [Signature] Date: 3/5/2024

MARANA RESOLUTION NO. 2024-016

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY FOR THE BIKE PATH CONSTRUCTION & COST SHARING

WHEREAS Pima 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; and

WHEREAS the Town of Marana is authorized pursuant to A.R.S. §§ 9-240, 9-464.01, 9-494, and 9-500.03 to construct, reconstruct, acquire, and maintain drainage ways and channels, parks, and trail systems; and

WHEREAS on October 16, 2018, the County and the Town entered into and 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 (Pima County Contract No. CTN-PW-19-046), under which, the Town is responsible for the maintenance of all shared use path and trailhead assets along the Santa Cruz River trails system located north of the south right-of-way line of Ina Road; and

WHEREAS the Town and the County desire to formalize their partnership for the relocation of approximately 3,000 feet of the shared use path with the County being responsible for the design and construction of the path relocation and the Town being responsible for 50% of the project's construction costs; and

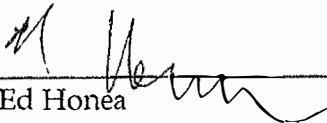
WHEREAS to that end, the County and the Town now desire to enter into the Intergovernmental Agreement between the Town of Marana and Pima County for the Bike Path Construction & Cost Sharing.

WHEREAS the Mayor and Council find that the terms and conditions of the agreement are in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Intergovernmental Agreement between the Town of Marana and Pima County for the Bike Path Construction & Cost Sharing, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are

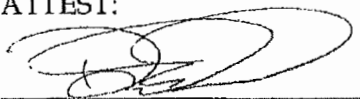
hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 20th day of February, 2024.



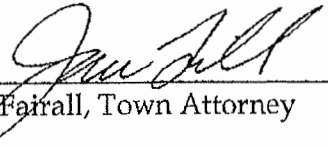
Mayor Ed Honea

ATTEST:



David L. Udall, Town Clerk

APPROVED AS TO FORM:



Jane Fairall, Town Attorney



**Intergovernmental Agreement between
the Town of Marana and Pima County
for the Bike Path Construction & Cost Sharing**

This Intergovernmental Agreement ("Agreement") is entered into by and between the Town of Marana ("Town"), an Arizona municipal corporation and Pima County, Arizona, a body politic and corporate ("County"), pursuant to Arizona Revised Statutes Section (A.R.S.) § 11-952. Town and County 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. Pima County Flood Control District ("District") is authorized by A.R.S. §§ 48-3603 and 48-3624 to construct, operate, and maintain flood control works and storm-drainage 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. In 2013, County, Town, and District entered into a License Agreement (CTN-PW-13*175) 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. Thereafter, in 2018, County, Town, and District entered into an Intergovernmental Agreement (CTN-PW-19*046) [hereinafter "2018 IGA"] to formalize the relationship among County, Town, and District for the development, operation and maintenance of certain trails and trailheads located on County and District properties. County and District further desired to grant Town a right of entry over those County and District owned properties to allow Town to undertake its construction, maintenance, and development activities with regard to the recreational trails and trailheads on those properties.
- F. The Parties now desire to enter into this Intergovernmental Agreement to formalize the relationship among the Parties for the construction of approximately 3,000 ft of the loop asphalt path on County and District properties referenced in the 2018 IGA under the cost-sharing arrangement as described in this Agreement.

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 set forth the Parties' responsibilities related to the construction of a portion of a loop asphalt path and cost-sharing terms related to the construction. Specifically, it is the understanding of the Parties that County's contractor will install approximately 3,000 ft of the bicycle loop asphalt path on County and District properties as preliminarily illustrated in the project area map attached to and incorporated herein by this reference as Exhibit A and as referenced in the 2018 IGA (the "Project"). As set

forth in Section 2 below, construction details, including the exact location of the path, are still under design and subject to change. To that end, Exhibit A is attached and included in this Agreement for reference and illustrative purposes only. Town will reimburse County for 50% of the construction costs related to the Project upon County invoice as set forth by the terms of this Agreement.

2. **Design and Construction Responsibilities.** County is responsible for Project design. County is preparing or will prepare any necessary plans and specifications (“Project Plans”). County will provide Town 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 County. County 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 County’s judgment may cause County to exceed its anticipated budget for the particular project element. Should the County elect to opt out of design or construction of the Project, Town shall be relieved of its obligations under this Agreement.
 1. *Environmental Compliance.* County 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). County will obtain any necessary Corps of Engineer permits and or approvals.
 2. *Cultural Resources.* County shall ensure that potential impacts to cultural resources are evaluated and treated in accordance with applicable local, state, and federal historic preservation laws and regulations, including County Board of Supervisors Policy C3.l 7. Prior to any ground disturbance, County shall 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. County shall ensure that A.R.S. § 41-844 is followed to protect human burials that may be uncovered as a result of ground disturbing activities.
3. **Construction.** County shall 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 Town, County, as applicable, as set forth below, before any work on County or District property commences. County shall have the usual rights and obligations of the owner of a public construction contract. County shall hire a contractor to install the improvements in accordance with the Project Plans. The County

and Town shall share equally on the cost of the Project subject to the provisions of Section 11 of this Agreement.

1. **Construction Schedule.** County is responsible for preparing a construction schedule (the "Construction Schedule") showing the anticipated timing and duration of each stage of construction. County shall establish a final Construction Schedule and provide it to Town as applicable within thirty (30) days after County awards a construction contract for any work on the Project.
2. **Signage.** County 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 and Town project, and listing the names of the members of the Board of Supervisors, Board of Directors and Mayor and Council as applicable.
4. **Utility Relocations.** County is responsible for coordinating all utility relocations. County and Town are responsible for the shared 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.
5. **Rights of Way and Easements.** 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, County is solely responsible for acquiring those property rights, either by purchase or through its power of eminent domain. Town will provide County with any records or documents in their possession that will assist County in acquiring any property interests necessary for the Project.
6. **Right of Entry.** Pursuant to Section 7 of the 2018 IGA, Town may enter upon the County-owned and District-owned Properties as shown on the Project Plans for planning, construction, and maintenance purposes related to the Project.
7. **Project Permits.** County shall obtain any approvals, permissions, or permits necessary for the Project. Town will provide to County, at no cost to County, any Town clearances or permits necessary for County to construct the Project.
8. **Public Participation.** County will cooperatively manage any public participation processes for the Project. County will coordinate all public participation activities with Town and will coordinate all public meetings on the Project.
9. **Project Manager and Representatives.** County will furnish a Project Manager for the Project and Town will designate a representative (the "Town Liaison") to be a liaison with the County's Project Manager during construction of the Project. The Project Manager will coordinate as appropriate with Town representatives during construction of the Project.
10. **Disputes.** In the event the Project Manager and Town Liaison disagree on any aspect of the Project, the Regional Wastewater Reclamation Department ("Department") Director 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 Department Director, Project 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.

11. **Financing of the Project.** Town shall reimburse County for 50% of the Project construction costs related to the loop work performed by County's contractor for the areas specified in the Project Plans within thirty (30) days of receiving an invoice from County.
12. **Regulation of the Project during Construction.** County has responsibility for and control over the Project during construction.
13. **Inspection.** Town may inspect any portion of the Project construction for substantial compliance with drawings and specifications. Additionally, Town may inspect any portion of the completed project for maintenance compliance. In the event Town inspection or comments from users indicates a safety concern, Department shall be responsible for taking all action and expense necessary to remedy the issue. Department will allow official Town representatives reasonable access to the Project site during construction. The Project Manager and Town inspectors will cooperate and consult with each other during Project construction.
14. **Maintenance.** Town will be responsible for maintenance of the portion of the loop constructed under this Intergovernmental Agreement and shown in the Project Plans. At a minimum, the Town's maintenance obligations pursuant to this Agreement shall be consistent with the Scope of Maintenance document attached to the 2018 IGA as Exhibit B.
15. **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 5 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.
16. **Term and Termination.**
 1. *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.
 2. *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 Section, the party allegedly in default shall be given written notice by the party claiming default 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 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 or County fail to appropriate sufficient funds to design, construct, or maintain the Project or to perform any other obligation of any party hereunder.
- 17. 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 intentional wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
- 18. Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:
- 1. Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.
 - 2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of \$2,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
 - 3. If required by law, workers' compensation coverage including employees' liability coverage.
 - 4. Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.
 - 5. The above requirement may be alternatively met through a self-insurance program under to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this Section.
- 19. Books and Records.** County will keep and maintain proper and complete books, records and accounts of the Project, which will be maintained in accordance with County's records retention policy and made available for inspection by Town upon reasonable notice.
- 20. Construction of Agreement.**
- 1. *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.
 - 2. *Amendment.* This Agreement shall not be modified, amended, altered or changed except by written agreement signed by the Parties.
 - 3. *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.

4. *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.
 5. *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.
21. **Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of Town or County.
 22. **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.
 23. **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.
 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 will comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement. 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.
 1. *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 Agreement as if set forth in full herein.
 2. *Americans with Disabilities Act.* This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
 3. *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 ensure 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.

26. 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.

27. 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.

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 (or at such other address as may be identified by a party in writing to the other party):

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

Regional Wastewater Reclamation Department:

Jackson Jenkins, Director
201 N. Stone Avenue
Public Works Building, 8th Fl
Tucson, AZ 85701

With copies to:

County Administrator
130 West Congress St., 10th Floor
Tucson, Arizona 85701

Clerk of the Board
130 West Congress, 5th Floor
Tucson, Arizona 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.

- 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.

[Signature Page Follows.]

In Witness Whereof, County has caused this Agreement to be executed by the Chair of its Board of Supervisors and 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.

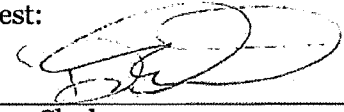
TOWN OF MARANA, an Arizona
municipal corporation



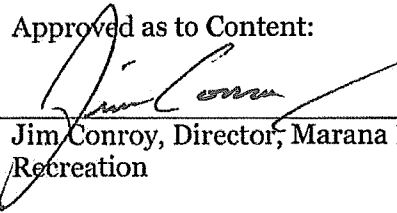
Ed Honea, Mayor

2-22-24

Date

Attest:


Town Clerk

Approved as to Content:


Jim Conroy, Director, Marana Parks &
Recreation

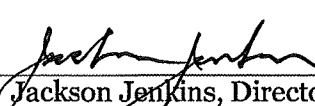
PIMA COUNTY

Adelita S. Grijalva, Chair, Board of
Supervisors

Date

Attest:

Melissa Manriquez, Clerk of the Board

Approved as to Content:


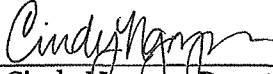
Jackson Jenkins, Director, Pima County
Regional Wastewater Reclamation
Department
3/4/24

Date

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County 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:

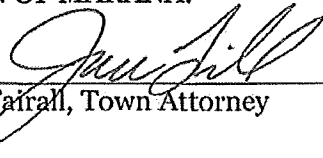


Cindy Nguyen, Deputy County Attorney

2/28/24

Date

TOWN OF MARANA:



Jane Fairall, Town Attorney

2/20/24

Date

EXHIBIT A

BIKE PATH CONSTRUCTION – PROJECT AREA MAP

