



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

Award Contract Grant

Requested Board Meeting Date: April 17, 2018

* = Mandatory, information must be provided

or Procurement Director Award

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

Intergovernmental Agreement (IGA) with the Town of Sahuarita for Maintenance of the Anza-Llano Grande Trailhead

***Project Title/Description:**

Pima County is finishing up the 2004 GO bonds to construct some trailheads along the Azna trail. The new Llano Grande Trailhead is going to be constructed in Sahuarita adjacent to Quail Crossing Blvd. The trailhead will include paved parking area and a gravel parking area for horse trailers, a ramada, informational signage, and desert landscaping. The purpose of the intergovernmental agreement between Pima County and the Town of Sahuarita is to identify the Town of Sahuarita's role in the maintenance of the Anza-Llano Grande Trailhead.

***Purpose:**

This IGA is for the maintenance of the Anza-Llano Grande Trailhead located in Sahuarita, Arizona.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

The goal of this IGA is to establish the Town of Sahuarita's role in the maintenance of the Anza-Llano Grande Trailhead. This maintenance will begin after construction and acceptance has been completed by the country.

***Public Benefit:**

The public benefit for this IGA is to establish roles and responsibility for the continued maintenance of this trailhead to ensure a safe and clean public amenity.

***Metrics Available to Measure Performance:**

Trailhead is maintained in a safe and efficient manner.

***Retroactive:**

No

To: CoB 3-16-18 (2)
Ver. - 1
pgs. - 9

Contract / Award Information

Document Type: CTN Department Code: PW Contract Number (i.e.,15-123): 18*129

Effective Date: 04/17/2018 Termination Date: 04/16/2043 Prior Contract Number (Synergen/CMS): _____

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

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

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

***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: Heather Ruder

Department: Public Works Admin

Telephone: 520-724-9302

Department Director Signature/Date: _____

Nancy Cole for Nanette Slusser 3/14/18

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

[Handwritten signatures and dates: Heather Ruder, Nancy Cole for Nanette Slusser 3/14/18, C. D. ... 3/15/18]

**Intergovernmental Agreement
between
Pima County and the Town of Sahuarita
for the
Maintenance of the Anza-Llano Grande Trailhead, Sahuarita, Arizona**

This Intergovernmental Agreement ("Agreement") is entered into by Pima County, a political subdivision and body politic of the State of Arizona ("County"); and the Town of Sahuarita, a municipal corporation of the State of Arizona ("Town"); pursuant to Arizona Revised Statutes section A.R.S. § 11-952. The Town and the County are collectively referred to in this Agreement as "the Parties" and either may be individually referred to as a "Party."

Recitals

- A. Pima County ("County") is authorized by A.R.S. § 11-251(4) and A.R.S. §§ 28-6701 et seq. to lay out, maintain, control, and manage public roads and to establish, construct, alter, and maintain county highways within Pima County, and by A.R.S. § 11-932 to acquire real property for, construct, own, and operate, public parks.
- B. The Town of Sahuarita ("Town") is authorized by A.R.S. § 9-276(A)(1) to lay out and establish, regulate the use, open, vacate, alter, widen, extend, grade, pave, plant trees or otherwise improve streets, alleys, avenues, sidewalks, parks, public grounds and off-street parking sites and acquire any property necessary or convenient for that purpose by the exercise of the right of eminent domain.
- C. The Town and County wish to cooperate in the recreational improvements for the Anza-Llano Grande Trailhead, Town of Sahuarita location Project ("the Project").
- D. The Project lies within the jurisdictional limits of the Town, wholly within Pima County.
- E. Pima County has been identified as the Lead Agency ("Lead Agency") for the Project and will be responsible for all aspects of project implementation including, but not limited to, planning, project management, risk management, design, construction, service delivery and operation, administration, advertisement, award, execution and administration of the Project.
- F. The Town and County find it prudent to enter into an intergovernmental agreement for the purpose of providing maintenance of the Anza-Llano Grande Trailhead once constructed for the Project.
- G. The 2004 Pima County GO Bonds is funding the Project in the amount of \$300,000. At this time, no additional funding is anticipated.

NOW THEREFORE; the Town and County, pursuant to the above and in consideration of the matters and things thereafter set forth, do mutually agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this IGA is to set forth the agreement of the parties with respect to identifying the Town's role in the maintenance of the Anza-Llano Grande Trailhead located within the Town of Sahuarita as shown in **Exhibit A**.

2. **Project.** The Project consists of planning, design, development, and construction activities for a new Anza-Llano Grande Trailhead located on Parcel No. 303-53-008H with direct access off of the Town's new Quail Crossing Boulevard.

3. **Town Contribution.** The Town is not currently scheduled to fund any of the improvements related to the Project. If the Town finds additional funds to enhance or enlarge the scope of work of the Project, then this IGA may be amended, on mutual agreement of the parties, to allow those funds to be used toward any approved, expanded or enlarged scope of work. The Town shall contribute to the project in the form of maintenance responsibilities as described in Section 7 of this agreement.

4. **Permits.** The Town shall grant the County and its Contractors right of way use permits allowing full accessibility to perform the work as described. These permits shall be granted at no cost to the Project.

5. **County Responsibility; Changes; Disputes.** As Lead Agency for the Project, the County will have responsibility for Project oversight, including administration of the design and construction contracts. This includes responsibility for verification of quantities, quality of workmanship, contract change orders, and Project modifications as necessary. The County shall coordinate design plans for the Project with input from the Town. The County will advertise and start Project construction activities during FY 2017/FY2018 and thereafter will diligently pursue the Project to completion. The County will exercise due diligence to consult with the Town on items and issues as they arise so that the Town has ample opportunity to provide input. In the event that there is a disagreement over any Project elements, the issue shall be escalated as appropriate. In the event that the disagreement remains unresolved, the County will retain the final decision making authority.

6. **Ownership of Improvements.** Upon completion of the Project, ownership of all Project improvements located in the limits of the Town of Sahuarita shall automatically remain as a County asset.

7. Maintenance and Repair.

7.1. The County will be responsible for repair or replacement of facility items as follows:

- a. Administration of warranty issues for facilities/structures covered under the contractor's warranty period, which shall be approximately 1 year from the time of final acceptance of construction.
- b. Repair, replacement, crack sealing, re-striping of all pavement and gravel including all curbs, sidewalks, ramadas, picnic areas and parking areas (hardscape), including post storm repairs.
- c. Sign repair and replacement.

7.2. The County will turn over maintenance to the Town as soon as the County completes the final acceptance of the project with the contractor. Upon receipt of a copy of the acceptance letter, the Town shall be responsible for providing maintenance on the site as a contribution to the amenity and in recognition that the users may predominantly be from the local community. Town provided maintenance shall be as follows:

- a. Town agrees to maintain landscaping at time of turnover by the County to include vegetation trimming/pruning or replacement as needed.
- b. Graffiti and trash removal as needed, to include basic or general tidying and cleaning of the Trailhead area on a regular basis.
- c. Routine maintenance of concrete sidewalks, parking areas, post and cable, cattle guard, weed control, erosion control and drainage, litter and graffiti control, landscaping, ramada, signs.
- d. Upon the expiration of the contractor's warranty period as described in section 7.1(a), the Town will take over general maintenance of the hardscape.

8. Effective Date and Term. This IGA will be effective on the date it is fully executed by all parties and will terminate on the twenty-fifth (25th) anniversary of the effective date unless the Agreement is extended by the parties in writing prior to the 25th anniversary date.

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

10. 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 employer-employee relationship between County and Town. No Party shall be liable for any debts,

accounts, obligations nor other liabilities whatsoever of the other Party as a result of this Agreement, including (without limitation) any party's obligation to withhold Social Security and income taxes for itself or its employees.

11. No Third Party Beneficiaries. This Agreement shall not create any right to any person or entity as a third party beneficiary.

12. 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. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court.

- a. Anti-Discrimination. The provisions of A.R.S. § 41-1463 and Executive Order Number 99-4, as modified by Executive Order Number 2009-9, issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement.
- 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.

13. 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 floods, earthquakes, acts of God, or orders of any regulatory government officer or court (excluding orders promulgated by the Party itself), which, by exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid. A Party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

14. Waiver. Waiver by either Party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

15. Termination.

- a. For cause. Either 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 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 a Party from liabilities or costs already incurred under this Agreement.

- b. A.R.S. § 38-511. This Agreement may be terminated pursuant to A.R.S. § 38-511 in certain instances involving conflict of interest.
- c. Non-appropriation. It is acknowledged that, notwithstanding any other provision contained herein, this Agreement may be terminated if for any reason the Pima County Board of Supervisors or the Town of Sahuarita Mayor and Council fails to appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the County and the Town shall have no further obligation to each other, other than for payment for services rendered prior to such termination.
- d. Ownership of property upon termination. Any termination of this Agreement shall not relieve a Party from liabilities or costs already incurred under this Agreement, nor affect any ownership of the Project constructed pursuant to this Agreement.

16. Indemnification.

- a. Mutual Indemnity. 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.
- b. Notice. Each Party shall notify the other Party 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 seek indemnification from the other Party pursuant to this paragraph. Each Party shall keep the other Party informed on a current basis of its defense of any claims, demands, suits, or judgments relating to this Agreement.
- c. Negligence of Indemnified Party. The obligations under this paragraph ~~15*~~ shall not extend to the negligence of an indemnified Party, its agents or employees.
- d. Survival of Termination. This paragraph ~~15*~~ shall survive the termination, cancellation or revocation, whether in whole or in part, of this Agreement.

Anza Llano Grande Trailhead in Sahuarita

Town Clerk Note:

*Scrivener's error. Paragraph should read 16.



-Lisa Cole, Town Clerk

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2-13-10

Date

17. **Insurance.** Each Party warrants that it maintains self-insurance or other insurance covering that Party's liability regarding the Project.

18. **Books and Records.** Each Party shall keep and maintain proper and complete books, records and accounts, which shall be open for inspection and audit by duly authorized representatives of the other Party at all reasonable times. All design and construction drawings, records, documentation and correspondence shall be the property of the County at the completion of the Project. Within six months after acceptance of the Project by the Town and County, the County shall provide, at no cost to the Town, As-Built original drawings of the Project.

19. **Inspection and Audit of Records.** The appropriate designated representatives of a Party may perform any inspection of the Project or reasonable audit of any books or records of the other Party to satisfy itself that the monies on the Project have been spent and the Project operated and maintained in accordance with this Agreement.

20. **Severability.** In the event that any provision of the Agreement or the application thereof is held invalid, such invalidity shall have no effect on other provisions and their application which can be given effect without the invalid provision, or application, and to this extent the provisions of the Agreement are severable.

21. **Notification.** All notices or demands upon a Party to this Agreement shall be in writing, unless other forms are specifically authorized by this Agreement, and shall be delivered in person or sent by mail addressed as follows:

Town of Sahuarita:

MJ Dillard
Public Works Director
375 W Sahuarita Center Way
Sahuarita, Arizona 85629

Pima County:

Nanette Slusser
Pima County Public Works Administration
130 W. Congress, Floor 10
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.

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

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

WHEREFORE, the Parties have entered into this Agreement on the last Party's signature date below.

PIMA COUNTY:

Chair, Board of Supervisors Date

ATTEST:

Clerk of the Board

TOWN OF SAHUARITA:

Tom Murphy 1-22-18
Mayor of Sahuarita Date

ATTEST:

[Signature]
Town Clerk



Intergovernmental Agreement Determination

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

Pima County:

[Signature] 2/12/18
Deputy County Attorney **TOBIN ROSEN**

Sahuarita:

[Signature]
Town Attorney

EXHIBIT “A”

PIMA COUNTY BOARD OF SUPERVISORS

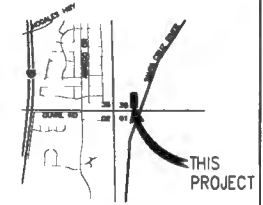
SHARON BRONSON, CHAIRMAN, DISTRICT 3

ALLY MILLER, DISTRICT 1 RAMON VALADEZ, DISTRICT 2

STEVE CHRISTY, DISTRICT 4 RICHARD ELIAS, DISTRICT 5

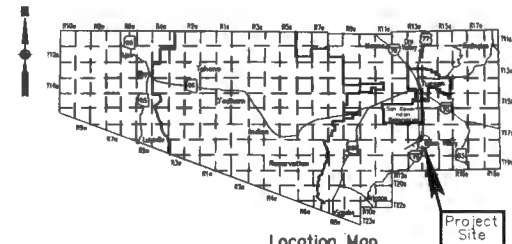
PROJECT IN SUPERVISOR DISTRICT 2

JUAN BAUTISTA DE ANZA NATIONAL HISTORIC TRAIL LIANNO GRANDE TRAILHEAD PROJECT

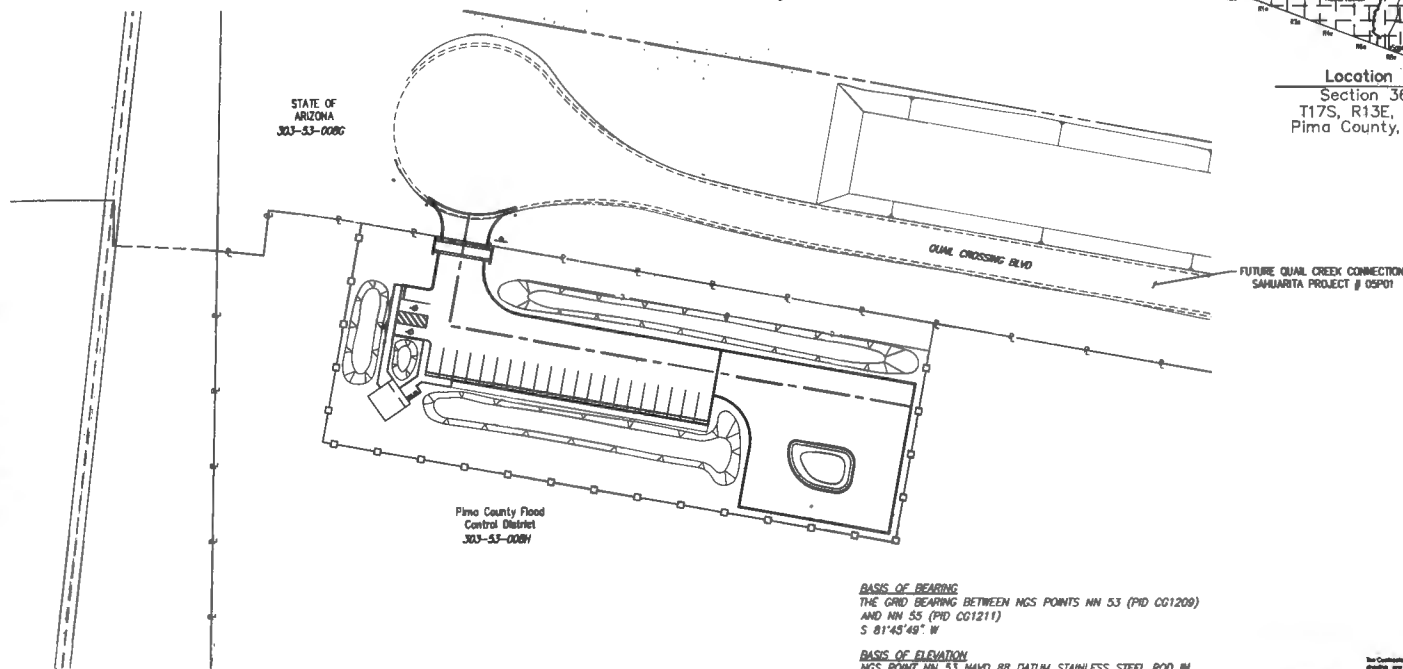


VICINITY MAP

A PORTION OF SECTION 36 OF
T17S, R13E
G&SRM PIMA COUNTY, ARIZONA



Location Map
Section 36 of
T17S, R13E, G&SRM
Pima County, Arizona



STATE OF
ARIZONA
303-53-0086

Pima County Flood
Control District
303-53-0084

BASIS OF BEARING
THE GRID BEARING BETWEEN NGS POINTS NN 53 (PID CG1209)
AND NN 55 (PID CG1211)
S 81°45'49" W

BASIS OF ELEVATION
NGS POINT NN 53 NAD83 DATUM STAINLESS STEEL ROD IN
ALUMINUM CASTING (NN-53 1990 STAMPED ON RIM) 859' ± 1'-
WEST OF THE NE CORNER SEC. 1, T-18-S R-13-E, 15' SOUTH
OF A CATTLE GUARD AND 45' WEST OF THE WEST EDGE OF OLD
TUZONA/MOGALES HIGHWAY
ELEVATION = 2783.80



The Computer and utility are the responsibility of the designers. We will not be responsible for any errors or omissions that may appear in this drawing. We warrant only the accuracy of the information provided to us by the client. We do not warrant the accuracy of any information provided to us by the client.

UPC-2017-XXX
P17B800XXX

COVER SHEET

SCALES: Horiz: 1"=40'
Vert: N/A

Sheet G201 of G202

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INDEX OF SHEETS		
PAGE	SHEET	DESCRIPTION
1	G201	COVER SHEET
2	G202	GENERAL NOTES, LEGENDS, AND ABBREVIATIONS
3	D201	TYPICAL SECTIONS
4	P201	PLAN SHEET
5	P202	GRADING PLAN 01
6	P203	GRADING PLAN 02
7	P204	HORIZONTAL CONTROL PLAN 01
8	P205	HORIZONTAL CONTROL PLAN 02
9	L1.0	LANDSCAPE PLAN
10	L2.0	PLANTING DETAILS
11	L3.0	LANDSCAPE DETAILS
12	L4.0	RAMMADA DETAILS

Date	By	Check
09/20/17	J. Miller	J. Miller
09/20/17	D. Brown	D. Brown
09/20/17	P. Lopez	P. Lopez
09/20/17	P. Lopez	P. Lopez

No.	Revision	Description

PRELIMINARY
SEPT 2017
NOT FOR CONSTRUCTION
90%

Stantec
5151 E. Broadway Blvd., Suite 400
Tucson, AZ 85711
(520) 750-7474

Pima County
JUAN BAUTISTA DE ANZA NATIONAL
HISTORIC TRAIL
LIANNO GRANDE TRAILHEAD