



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: 4/16/2024

\* = Mandatory, information must be provided

or Procurement Director Award:

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

City of Tucson

**\*Project Title/Description:**

Intergovernmental Agreement (IGA) between Pima County and the City of Tucson for the Roger Road Pedestrian and Walkability Improvements Romero Road to Oracle Road.

**\*Purpose:**

Proposed improvements to be constructed by the City of Tucson within the corridor include lighting, ADA compliant sidewalks and two pedestrian Rectangular Rapid Flashing Beacons (RRFB). This IGA establishes the responsibilities during and post construction. The City will be permitted to perform routine and emergency maintenance within County right of way. The County will own equipment installed in county right of way and will be responsible for replacement of the RRFB and street light should damage occur. These improvements will be funded by the City of Tucson.

**\*Procurement Method:**

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

**\*Program Goals/Predicted Outcomes:**

This agreement will allow the City of Tucson to proceed with construction in order to implement the proposed improvements.

**\*Public Benefit:**

This project improves and increases safety, operations and mobility for pedestrians.

**\*Metrics Available to Measure Performance:**

Standard engineering design performance measures such as scope, budget, schedule, quality, stakeholder review , etc will be utilized. Post construction pedestrian crossing performance measures will be implemented for the Rectangular Rapid Flashing Beacon (RRFB).

**\*Retroactive:**

No

To: COB 3-28-24 (3)  
Vers: 1  
Pgs: 8

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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: CTN Department Code: TR Contract Number (i.e., 15-123): 24\*128
Commencement Date: 4/16/2024 Termination Date: 4/15/2044 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
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: Jana Potvin (Administrative contact – Michelle Guardado (520-724-2663)

Department: Transportation

Telephone: 520-724-2814

Department Director Signature:

Kathryn Skinner

Digitally signed by Kathryn Skinner
DN: cn=Kathryn Skinner, o=Transportation, ou=Pima
County, email=kathryn.skinner@pima.gov, c=US
Date: 2024.03.27 15:42:23 -0700

Date:

Deputy County Administrator Signature:

Date:

3/27/2024

County Administrator Signature:

Date:

3/27/24

**INTERGOVERNMENTAL AGREEMENT**  
**between**  
**PIMA COUNTY and the CITY OF TUCSON**  
**for the**  
**ROGER ROAD PEDESTRIAN AND WALKABILITY IMPROVEMENTS**  
**ROMERO ROAD TO ORACLE ROAD**

This Intergovernmental Agreement ("Agreement") is entered into by Pima County, a political subdivision and body politic of the State of Arizona ("County"); and the City of Tucson, a municipal corporation of the State of Arizona ("City"); pursuant to A.R.S. § 11-952. The City 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. County and City may contract for services and enter into intergovernmental agreements (IGA) with one another for joint or cooperative action pursuant to A.R.S. § 11-952.
- B. County is authorized by A.R.S. § 11-251(4), et seq., to lay out, maintain, control, and manage public roads and to establish, construct, alter, and maintain county highways within Pima County.
- C. City is authorized by A.R.S. § 9-276 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.
- D. City and County wish to cooperate in the construction of roadway improvements for City of Tucson Pedestrian Safety and Walkability Improvements, COT Plan No. U-2019-015 Roger Road, Romero Road to Oracle Road ("Project").
- E. A portion of the Project lies within the jurisdictional limits of the City (the "City Portion") and a portion lies within unincorporated Pima County (the "Unincorporated Portion").
- F. The City 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.
- G. The City and County wish to enter into an intergovernmental agreement to provide for responsibilities regarding Roadway Lighting, a Rectangular Rapid Flashing Beacon (RRFB) and various pieces of pedestrian furniture to be placed within the County as part of the Project.
- H. The County will not contribute funding to the Project.

**Agreement**

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

1. **Purpose.** The purpose of this Agreement is to set forth the responsibilities of the Parties regarding the construction of the Project and to set forth the responsibilities of the Parties for the design, construction, maintenance, and operation of the Project.
2. **Project.** The Project consists of new construction of pedestrian safety and walkability improvements on Roger Road between Romero Road and Oracle Road.
3. **Design and Construction Responsibilities.** City shall be responsible for the complete design and construction of the Project in accordance with design standards included in the American Association of State Highway and Transportation Officials and Federal Highway Administration Standards for highway engineering and construction, the PAG Standard Specifications for Public Improvements, County standards and guidelines, and City's municipal design guidelines. City shall advertise, award, execute and administer the design and construction contracts for the Project. City shall have the usual rights of the owner of a public construction contract, including the authority to approve changes and make payments.
4. **Utility Relocations.** City shall coordinate all utility relocations within the Project boundaries. City shall be responsible for all costs of relocation of any Tucson water lines and hydrants as well as all other utility lines required to be relocated as part of the Project.
5. **Rights-of-Way and Construction Easements.** City shall acquire any rights of way and construction easements necessary for the Project, either by voluntarily negotiations or by the exercise of eminent domain to the extent permitted by law.
6. **Project Permits.** City shall acquire all permits required in connection with the Project at no cost to the Project.
7. **Public Participation.** City shall manage all public participation processes for design and construction of the Project.
8. **City and County Representatives.** City shall furnish a representative to perform the functions of a Project Manager, and County shall furnish a representative available to cooperate and consult with City concerning all matters of the Project.
9. **Responsibilities of City.** City shall pay all costs of design, additional right-of-way, and construction for the Project. The cost of this project will be paid for by Proposition 407, the Parks and Connectivity General Obligation Bond Program adopted by Mayor and Council Ordinance No. 11567 on June 19, 2018.
10. **Reporting Responsibilities.**
  - a. *Monthly Progress Reports.* Each month, at the same time the City shall submit a construction schedule and progress report to the County.
  - b. *Submittal of Reports.* The City shall provide the progress report to the County representative provided for in Section 8 of this agreement.
  - c. *Delays.* City shall promptly notify County at any time City becomes aware of a potential project delay that may cause a deviation from the construction schedule.
  - d. *Emergency Closures.* The City will respond to safety concerns and will respond

accordingly, and provide adequate barricades, signage, and emergency response personnel as deemed necessary. Emergency closures will be accomplished at the discretion of the City with written notice to the owning jurisdiction within 24 hours.

- e. *Final Report & Accounting.* Within 90 days after completion and final acceptance of the Project by the City, the following shall be submitted to the County: (1) a final report describing the Project as constructed and summarizing its history (i.e., who designed, constructed, provided public art, funding sources, description of public participation, final as built drawings).

## **11. Regulation of the Project During Construction.**

- a. *Roadway Control.* The City will have responsibility for and control over highway access, traffic regulations, and signing during construction.
- b. *Roadway closures.* The City shall obtain approval from the County for non-emergency closures.

## **12. Ownership, Operation and Maintenance.**

- a. *County Inspection.* County may inspect all Project construction relating to its facilities for substantial compliance with drawings and specifications.
- b. *Acceptance of the Project.* Upon completion in substantial compliance with drawings and specifications and acceptance of the Project, County will accept control and maintain, at its own cost and expense, the Unincorporated Portion consistent with the provisions of the existing maintenance IGA, except for Streetlights and the RRFB per Section 12d of this agreement. City shall have no responsibility for the Unincorporated Portion beyond a one-year construction guarantee period except as provided for within the maintenance IGA.
- c. The County will be responsible for supplying materials and performing work for any modifications and/or betterment initiated by the County.
- d. *Ownership of Installed Materials, Equipment and Appurtenances.* Upon completion of all work under this Agreement, ownership, and title to materials, equipment, and appurtenances installed within the County's right of way will automatically be vested in the County and all appurtenances installed within City's right of way will automatically be vested in the City. No further agreement will be necessary to transfer ownership.
- e. Upon notification of a knockdown or damage to a streetlight or raised rectangular flashing beacon (RRFB), the County will provide City with standard or like-kind equipment for the purpose of replacement and/or repair of damaged electrical equipment for Emergency Repair. Should the County be unable to provide/deliver the equipment, the County will provide approval for the City to proceed with the purchase and/or installation of like-kind equipment that meets current City Standards. This may include Electrical Facilities that have reached the end of their service life. The County will be responsible for reimbursement for the City provided replacement equipment. This reimbursement can be either monetary or by ordering and supplying the City with the replacement equipment the City used.
- f. The County will be responsible for the pickup, at a mutually agreed upon location, of any County damaged equipment that is removed by the City during replacement or Emergency Repair.

- g. Maintenance. The County agrees to operate, at its own cost and expense, the RRFB and Streetlights along County right of way. The electric supply account established by the "Project" for the lighting and RRFB within Pima County jurisdiction will be transferred over to the County. Once transferred all respective invoices will be the responsibility of the County.
  - h. The County will allow the City to perform Routine Maintenance and Emergency Maintenance work within the County's rights of way in the defined areas of the Project. The City agrees that any new construction, installation, or ground disturbing activity shall require a separate permit.
  - i. The City will provide approved final As Built/Record Drawings for all of the Electrical Facilities and supporting electrical equipment governed by this Agreement. Upon Blue Stake Center notification by the County, the City will assume Blue Stake responsibility within the right-of-way of the unincorporated area of the Project.
  - j. The City will perform the Blue Stake requirements on County owned facilities, within the defined areas of West Roger Road from North Romero Road to North Pomona Road, and West Roger Road from North Flowing Wells Road to North Fairview Avenue, for the maintenance and repair of the street lighting and associated Rectangular Rapid Flashing Beacon located in County right of way.
  - k. RRFB. The City and County agree that the placement of the RRFB, as established by the Project is acceptable as a Pilot Program. The County reserves the option of removing the RRFB or relocating it to another location within the unincorporated portion of the County based on an Engineering Study. The County will monitor the performance of the RRFB with an Engineering Study(ies) using performance criteria consistent with national standards including safety records, automobile yield rates, and pedestrian activation rates. Should the engineering study show that the RRFB is not performing at an acceptable level the County has the right to relocate the RRFB to another location of the County's choosing.
- 13. Effective Date and Term.** This Agreement shall be effective on the date it is signed by the last party to sign this Agreement. This Agreement shall remain in effect through completion of the Project, its acceptance by the City and County and thereafter for a term of twenty (20) years unless earlier terminated by either party. The City and County may earlier terminate this Agreement in accordance with Section 23 *Termination*.
- 14. Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of County or City.
- 15. 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 the Parties. No Party shall be liable for any debts, accounts, obligations or 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.
- 16. No Third-Party Beneficiaries.** This Agreement shall not create any right to any person or entity as a third-party beneficiary.
- 17. 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, pandemic, 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 obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

**18. Laws and Regulations.**

- a. *Compliance with Laws.* The Parties shall comply with all federal, state, and local laws, rules, regulations, standards, and Executive Orders, as applicable.
- b. *Licensing.* City shall require its contractors and subcontractors to be adequately insured and appropriately licensed to provide the services hereunder.
- c. *Choice of Law; Venue.* The laws and regulations of the State of Arizona govern the rights and obligations of the Parties hereunder. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

**19. Non-Discrimination.** The Parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the term of this Agreement, 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.

**20. 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.

**21. 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.

**22. 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 contained herein.

**23. 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 45 days to cure the default. If the default is not cured within that time, the other Party may terminate this Agreement. Any such termination shall not relieve a Party from liabilities or costs already incurred under this Agreement.
- b. *Conflict of Interest.* This Agreement may be terminated pursuant to A.R.S. § 38-511 in certain instances involving a 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 City of Tucson Mayor and Council fails to appropriate sufficient monies

for the purpose of maintaining this Agreement. In the event of such termination, the County and the City shall have no further obligation to each other, other than for payment for services rendered prior thereto.

*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.

- 24. Indemnification.** Each Party (as Indemnitor) agrees to indemnify, defend, and hold harmless the other Party (as Indemnitee) from and against 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. This indemnity will survive the expiration or termination of this Agreement.
- 25. Insurance.** Each Party warrants that it maintains self-insurance or other insurance covering that Party's liability regarding the Project. The County will include the RRFB and street lighting, as shown in the Project, in its inventory of property covered by its self-insurance trust.
- 26. 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 City at the completion of the Project, except copies maintained by County for its records.
- 27. 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.
- 28. Severability.** In the event that any provision of this 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.
- 29. Notice.** 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:

**City of Tucson:**

Sam Credio, Director  
Department of Transportation & Mobility  
201 N. Stone Ave., 6<sup>th</sup> Floor  
Tucson, Arizona 85701

**Pima County:**

Kathryn Skinner, P.E., Director  
Pima County Department of Transportation  
201 N. Stone, 4<sup>th</sup> 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.

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

**30. Amendment.** This Agreement may only be modified, amended, altered, or changed by written agreement signed by the Parties.

**31. Legal Authority.** Neither Party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either Party lacks authority to enter into this Agreement, or any part of it, then the Agreement, 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.

**32. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterpart and attached to a single instrument.

**33. 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 Agreement. This Agreement may not be modified, amended, altered, or extended except through a written amendment signed by the parties.

In WITNESS WHEREOF, the 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 City has caused this agreement to be executed by the Mayor and attested to by the City Clerk.

**PIMA COUNTY**

**CITY OF TUCSON**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Mayor of Tucson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of the Board

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attorney Certification**

The foregoing IGA by and between Pima County and the City of Tucson has been reviewed pursuant to A.R.S. § 11-952(D) 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 IGA.

  
\_\_\_\_\_  
Deputy County Attorney

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

Cindy Nguyen  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

2/15/24  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date