



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 02/20/2024

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Arizona Game and Fish Department

**\*Project Title/Description:**

Repair of Pima County Ranch Roads

**\*Purpose:**

For the Arizona Game and Fish Department to provide funds to Pima County Natural Resources, Parks and Recreation department for the maintenance of rural ranch roads which will allow the general public to access public lands for recreational purposes including hunting.

**\*Procurement Method:**

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

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

To bring designated ranch roads up to a higher standard to provide public safety and recreational access to key ranch properties.

**\*Public Benefit:**

The NRPR department manages over 200,000 acres of land, most of which are active cattle ranches with dirt roads that are open to recreation and subject to natural degradation from flooding and sheetflow. All of these uses and processes can create unsafe conditions on key roads. Maintaining these roads is a priority for public safety and for Pima County to carry out important land management functions. The Pima County taxpayer benefits whereby the Contractor will provide \$40,000 in funds to offset Pima County's road maintenance costs.

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

Miles of road repaired

**\*Retroactive:**

No

TO: COB 1-31-2024 (1)  
Vers.: 1  
pgs.: 11

JAN30'24AM1113 PD

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: PR Contract Number (i.e., 15-123): 24\*0111  
Commencement Date: 02/20/2024 Termination Date: 08/01/2024 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount \$ 0.00 \* ☒ Revenue Amount: \$ 40,000.00

**\*Funding Source(s) required: General Fund**

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 14,359 % \_\_\_\_\_

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

Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_

Amount This Amendment: \$ \_\_\_\_\_

**\*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: Robert Padilla

Department: Natural Resources, Parks and Recreation

Telephone: 520-724-5235

Department Director Signature: [Signature]

Date: 25 Jan 24

Deputy County Administrator Signature: [Signature]

Date: 1/26/2024

County Administrator Signature: [Signature]

Date: 1/27/2024

## COLLECTION AGREEMENT

BETWEEN THE ARIZONA GAME AND FISH DEPARTMENT  
AND PIMA COUNTY

This Collection Agreement ("Agreement") is entered into between the Arizona Game and Fish Department ("Department") and Pima County pursuant to the Memorandum of Understanding dated March 1, 2022 between the Arizona Game and Fish Commission ("Commission") and Pima County.

WHEREAS, the Department acts under the authority of the Commission and is authorized to enter into this Agreement pursuant to A.R.S. § 17-231(B)(7);

WHEREAS, Pima County is a political subdivision of the State of Arizona and is authorized to enter into this Agreement pursuant to A.R.S. §§ 11-251 and 11-952;

WHEREAS, the Department is responsible for securing and improving access to public lands;

WHEREAS, Pima County has adopted the biological goal of the Sonoran Desert Conservation Plan which is to protect all the plants and animals in Pima County and the ecosystem structure and function upon which they depend; and

WHEREAS, Pima County has purchased and leased over 200,000 acres of land to help meet the biological goal of the Sonoran Desert Conservation Plan; and

WHEREAS, these lands, which are primarily made up of working cattle ranches, are open to recreation, including hunting; and

WHEREAS, the Parties recognize and encourage a continued commitment to promote and improve public recreational access in the State of Arizona.

NOW, THEREFORE, it is the understanding of the Parties that:

1. The Department shall:

A. Provide Pima County Forty Thousand Dollars (**\$40,000.00**) to perform maintenance and restoration on a minimum of **25** miles of existing, publicly accessible dirt roads (Exhibit A). Payment shall be made within 30 days of receipt of invoice from Pima County.

2. Pima County shall:

A. Perform maintenance on a minimum of 25 miles of existing, publicly accessible dirt roads owned or leased by Pima County (Exhibit A, B). Maintenance shall not require any new ground disturbance. Road maintenance will provide the general public greater access to hundreds of square miles of public land. Recreational opportunities on these lands will include hunting.

B. Provide at least **\$14,359** in cash match to complete the road maintenance activities. This represents 26% of the total project cost.

C. The project shall be invoiced completely no later than June 14, 2024.

3. The Parties mutually agree:
  - A. Maintenance shall only be performed on existing, publicly accessible dirt roads and shall require no new ground disturbance.
4. Effective Date and Duration. This Agreement is effective as of the last signature date and expires August 1, 2024.
5. Termination Generally. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. Upon termination, all work performed pursuant to this Agreement shall cease and Pima County shall not incur any new obligations for the terminated portion of the Agreement and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to Pima County for Pima County's share of the non-cancelable obligations properly incurred by Pima County up to the effective date of the termination. Any remaining unobligated funding provided by the Department shall be returned to the Department within sixty (60) days after the effective date of termination.
6. Notices. All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, to the Parties as follows:
  - A For the Department:  
Arizona Game and Fish Department  
ATTN: Jake Jaeger  
5000 West Carefree Highway  
Phoenix, Arizona 85086  
623-236-7522  
[JJJaeger@azgfd.gov](mailto:JJJaeger@azgfd.gov)
  - B For Pima County:  
Victor Pereira  
Director, Pima County Natural Resources, Parks and Recreation  
3500 W. River Rd.  
Tucson, Arizona 85741  
520-724-5000  
[Victor.Pereira2@pima.gov](mailto:Victor.Pereira2@pima.gov)
7. Non-discrimination. In carrying out the terms of this agreement, the Parties agree to comply, to the extent they apply, with Executive Orders No. 2023-01 and No. 99-09 prohibiting discrimination in employment, the provisions of which are incorporated herein by reference.
8. Audit. In accordance with A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement. Upon request, Party shall produce original of any and all such records.
9. Records Retention. In accordance with A.R.S. § 41-151.12 (Schedule GS 1018), all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be retained for six (6) years after completion of this Agreement.



10. Arbitration. In accordance with A.R.S. § 12-1518, the Parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
11. Termination for Conflict of Interest. This Agreement is subject to termination pursuant to A.R.S. § 38-511.
12. Termination for Non-Availability of Funds. Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this Agreement are not allocated or are not available, this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.
13. 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") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
14. Other Agreements. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.
15. Compliance with Applicable Law. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.
16. Severability. In the event that any provision of this Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.
17. Illegal Immigration. To the extent required by law, the Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.
18. Legal Arizona Worker's Act. If Contractor, under this Contract, furnishes labor, time or effort to County within the State of Arizona, the following applies: Contractor warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 44-4401 (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws. A breach of this paragraph will be deemed a material breach of this Contract that subjects Contractor to penalties up to and including termination of the Contract. County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with this warranty.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date below:

ARIZONA GAME AND FISH DEPARTMENT

*Clay Crowder*

\_\_\_\_\_  
Clay Crowder, Assistant Director  
Wildlife Management Division

1/17/2024

Date

PIMA COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Adelita S. Grijalva, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Melissa Manriquez, Clerk of the Board

\_\_\_\_\_  
Date

Approved as to Form:

By:  01/25/2024  
Rachelle Barr, Deputy County Attorney, Civil Division

Approved as to Content:


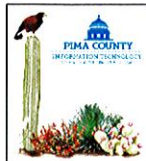
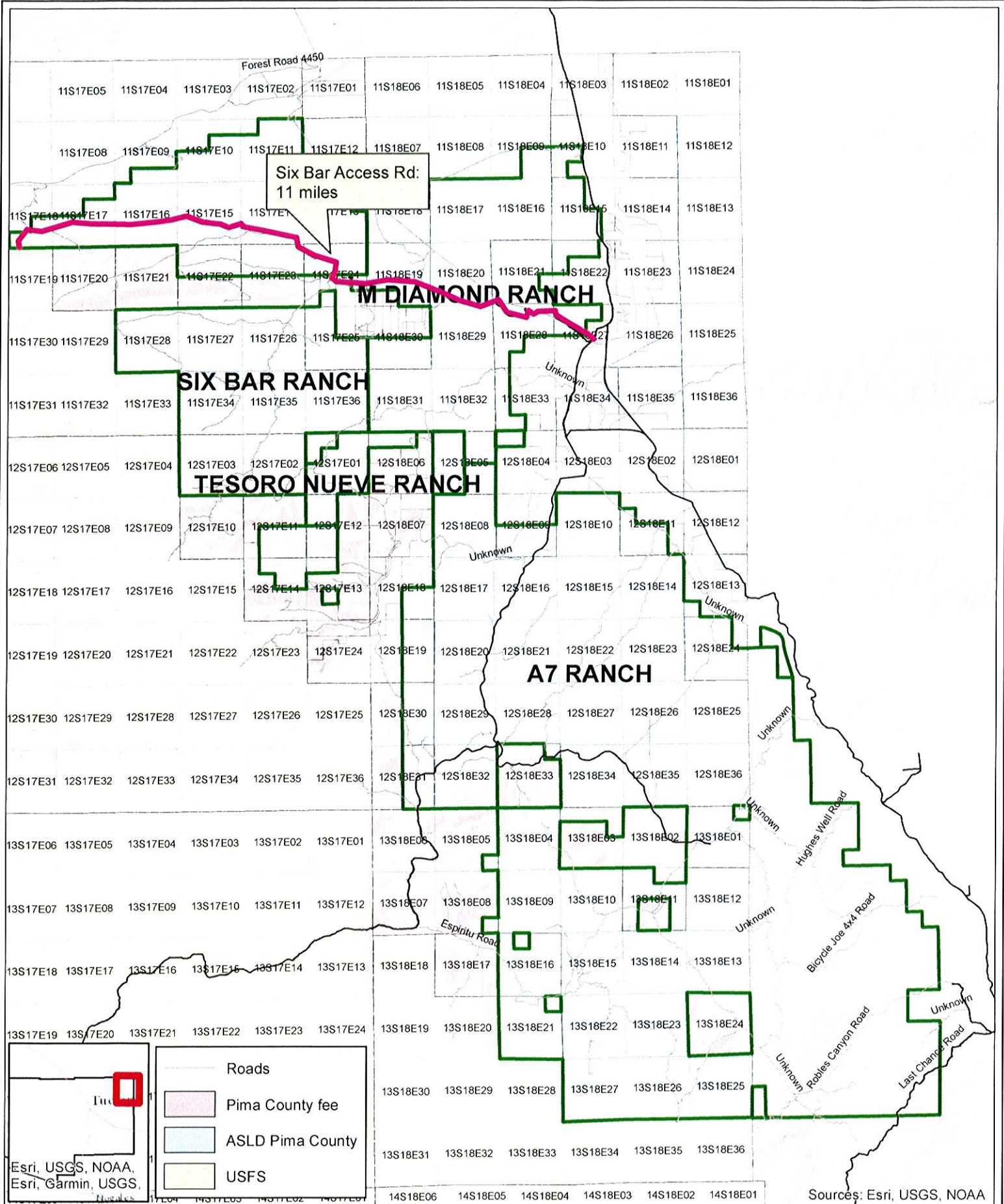
By:  25 Jan 24  
Victor Pereira, Director  
Pima County Natural Resources, Parks & Recreation Department

Exhibit A. Description of activities covered by this collection agreement. 2024.

<b>Name of Feature</b>	<b>Ranch</b>	<b>length(mi)</b>	<b>Public Benefit</b>
<b>Sands Ranch Main Access Rd to Ramsey Well-BLM Bndry</b>	Sands	6.6	Encourage water to spread across landscape/enhance plant communities/wildlife habitat. Facilitate hunting/recreation access on Sands, Clyne, BLM LCNCA, USFS, ASLD lands.
<b>King's Well Access &amp; Mollen-12 Well to Southern Boundary (incl. clean out 2 cattleguards)</b>	Diamond Bell	7.74	Encourage water to spread across landscape/enhance plant communities/wildlife habitat. Facilitate hunting/recreation access on Diamond Bell Ranch, Marley Ranch and adjacent State lands
<b>Six Bar Access Rd Maintenance</b>	Six Bar	11	Encourage water to spread across landscape/enhance plant communities/wildlife habitat. Facilitate hunting/recreation access to Six Bar, M Diamond, and USFS lands.
<b>Empirita - J Six Access Road: replace problem culverts (1)</b>	J Six Ranch	n/a	Encourage water to spread across landscape/enhance plant communities/wildlife habitat. Facilitate hunting/recreation access to Empirita, J Six, USFS, ASLD, BLM lands
<b>Total miles</b>		25.34	



Exhibit B. Maps for features in Exhibit A.



# **Access Improvement Priorities 2023:** **San Pedro Zone**

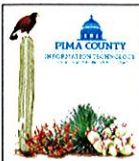
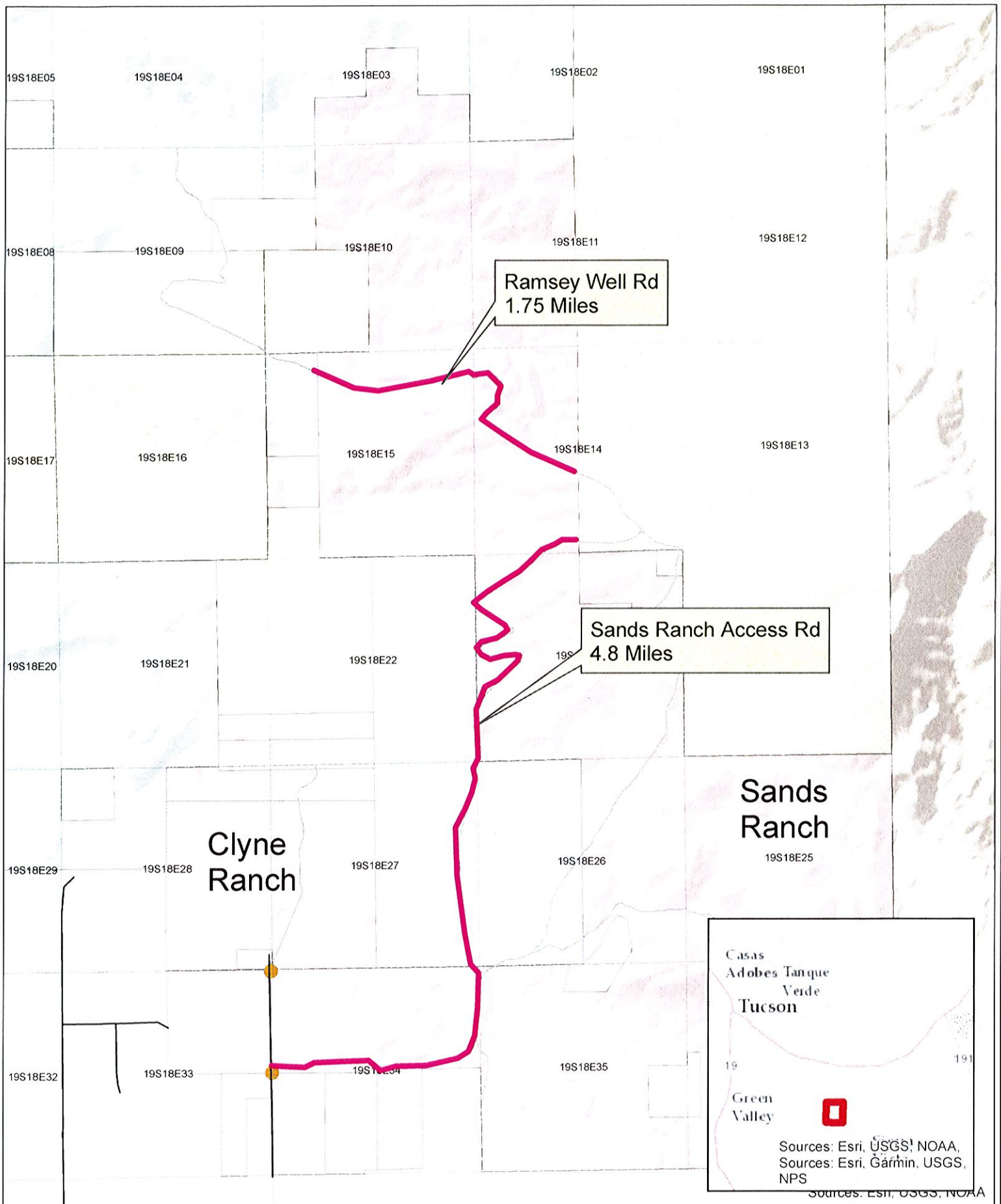
12/5/2023

1 inch = 10,478 feet

0 0.6 1.2 1.8 2.4 Miles



We give no warranty, expressed or implied, as to the accuracy, reliability, or completeness of the data. This disclaimer applies both to the direct use of the data and any derivative products produced with the data. Any type of boundary, inner or outer, contained within this data or displayed within this product are approximate and should not be used for authoritative or legal location purposes. Users should independently research, investigate, and verify all information to determine if the quality is appropriate for their intended purpose. If legally defensible boundaries or locations are required, they should first be established by an appropriate state-registered professional. The information contained in the data is dynamic and may change over time. It is the responsibility of the data user to use the data appropriately and consistent with the intent stated in the metadata. Per A.R.S. 37-178, A public agency that shares geospatial data of which it is the custodian is not liable for errors, inaccuracies or omissions and shall be held harmless from and against all damage, loss or liability arising from any use of geospatial data that is shared.



## Access Improvement Priorities 2023: Clyne and Sands Ranch

- Roads**
- Pima County fee
  - ASLD Pima County
  - USFS
  - TRS
  - cattleguards

7/25/2022

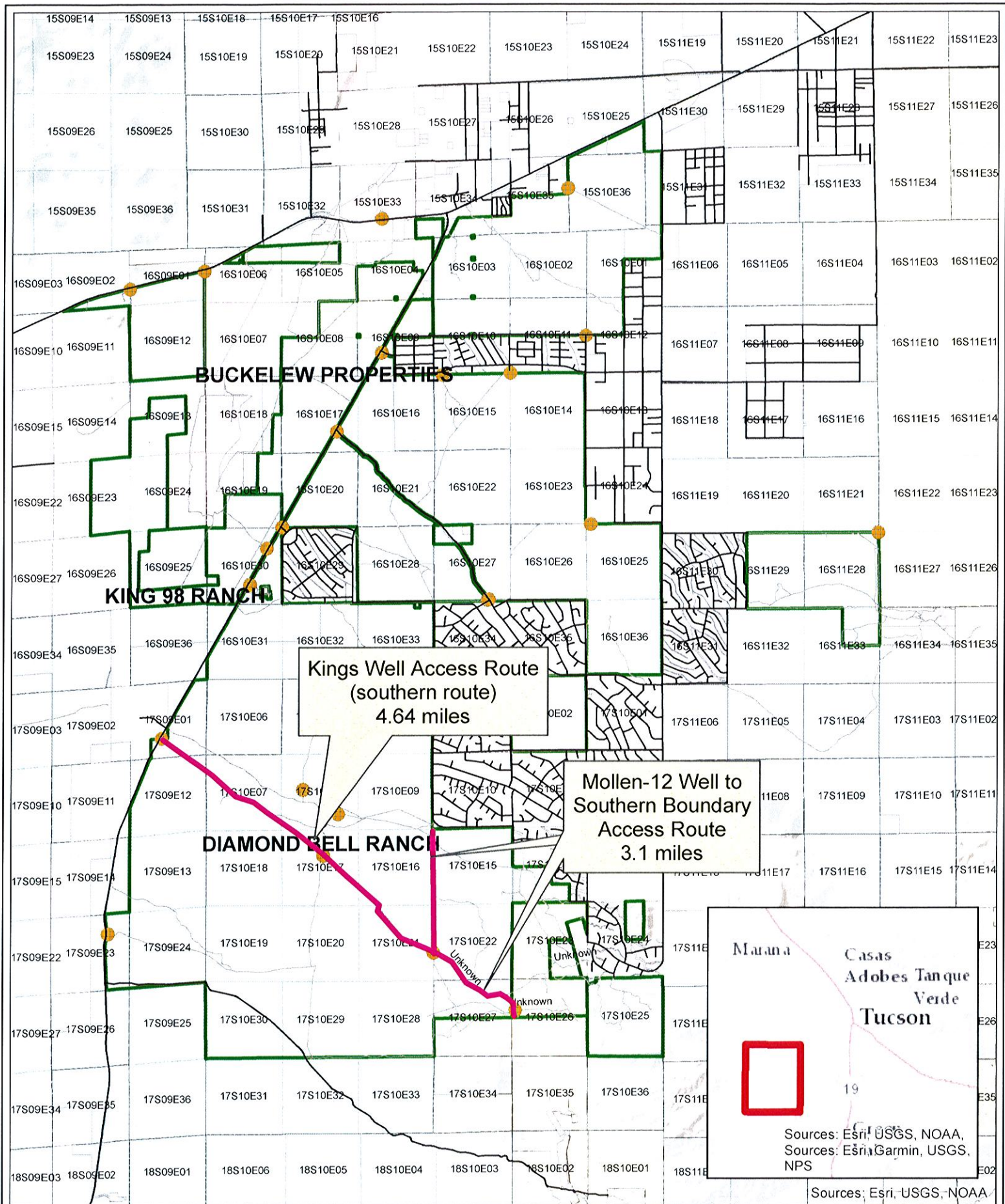
1 inch = 3,198 feet

0 0.15 0.3 0.45 0.6



We give no warranty, expressed or implied, as to the accuracy, reliability, or completeness of the data. This disclaimer applies both to the direct use of the data and any derivative products produced with the data. Any type of boundary, linear or polygonal, contained within this data, or displayed with the product, are approximate, and should not be used for authoritative or legal location purposes. Users should independently research, investigate, and verify all information to determine if the quality is appropriate for their intended purpose. If legally defensible boundaries or locations are required, they should first be established by an appropriate state registered professional. The information contained in the data is dynamic and may change over time. It is the responsibility of the data user to use the data appropriately and consistent with the intent stated in the metadata. Per A.R.S. 37-178, a public agency that shares geospatial data of which it is the custodian is not liable for errors, inaccuracies, or omissions and shall be held harmless from and against all damage, loss or liability arising from any use of geospatial data that is shared.





## Access Improvement Priorities 2023: Diamond Bell Ranch Area



7/25/2022

1 inch = 8,707 feet

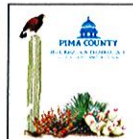
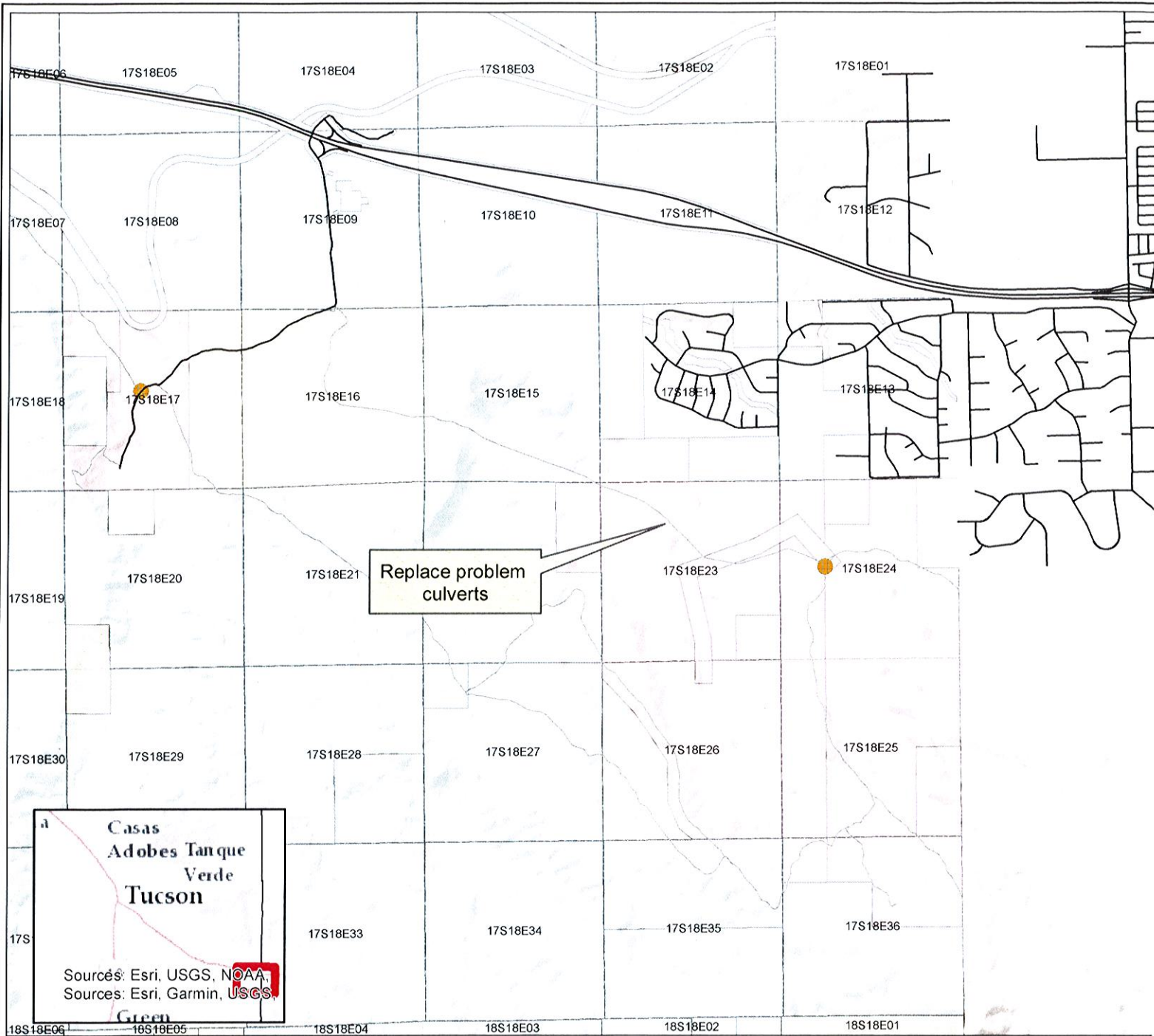


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Sources: Esri, USGS, NOAA,  
Sources: Esri, Garmin, USGS,  
NPS

Sources: Esri, USGS, NOAA





## Access Improvement Priorities 2023: J6 Ranch

cattleguards Roads

Pima County fee 7/25/2022

ASLD Pima County 1 inch = 4,202 ft

Federal Land

0 0.2 0.4