



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: October 18, 2016

or Procurement Director Award []

Contractor/Vendor Name (DBA): City of Tucson

Project Title/Description:

Intergovernmental Agreement between Pima County and the City for Tucson for Real Property Services

Purpose:

In the interests of economy and efficiency, the County and City desire to enter into a cooperative agreement for the purposes of providing real property services for the benefit of the residents of the City and County

Procurement Method:

Authorized by A.R.S. section 11-952

Program Goals/Predicted Outcomes:

The mutual agreement for the sharing of services will facilitate the appraisal, acquisition, conveyance of interests real property and property management for the City and County

Public Benefit:

The sharing of services will result in reduced cost and improved efficiency of services

Metrics Available to Measure Performance:

Services will be billed at staff's actual hourly rate times two.

Retroactive:

Vertical stamp: OCT 12 16 AM 10:23 PC CLK/BJD with a circled signature

Original Information

Document Type: CTN Department Code: PW Contract Number (i.e.,15-123): 17*0071

Effective Date: 10/18/2016 Termination Date: 10/17/2021 Prior Contract Number (Synergen/CMS):

[] Expense Amount: \$ [X] Revenue Amount: \$ (Staff actual hourly rate times

Funding Source(s):

Cost to Pima County General Fund:

Contract is fully or partially funded with Federal Funds? [] Yes [X] No [] Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? [] Yes [X] No [] Not Applicable to Grant Awards

Vendor is using a Social Security Number? [] Yes [X] No [] Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: Department Code: Contract Number (i.e.,15-123):

Amendment No.: AMS Version No.:

Effective Date: New Termination Date:

[] Expense [] Revenue [] Increase [] Decrease Amount This Amendment: \$

Funding Source(s):

Cost to Pima County General Fund:

Procurement Dept 10/11/16 PM 01:25

To: COB- 10-12-16 (3)


Ver. - 1
Pgs. 6 Addendum

Contact: Neil J. Konigsberg

Department: PW-Real Property Services

Telephone: 724-6582

Department Director Signature/Date:

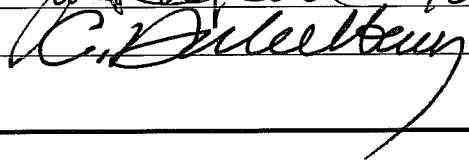
 10-6-16

Deputy County Administrator Signature/Date:

 10/10/16

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

 10/10/16

ADOPTED BY THE
MAYOR AND COUNCIL

September 20, 2016

RESOLUTION NO. 22636

RELATING TO TRANSPORTATION AND REAL ESTATE; AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF TUCSON (CITY) AND PIMA COUNTY FOR REAL PROPERTY SERVICES; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

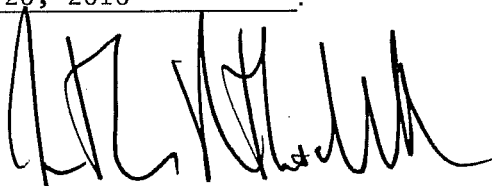
SECTION 1. The IGA between the City and Pima County allowing the agencies to share real property services, attached as Exhibit A, is approved.

SECTION 2. The Mayor is authorized and directed to execute the IGA for and on behalf of the City and the City Clerk is directed to attest to the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

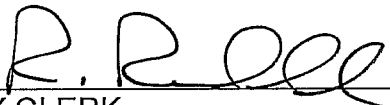
SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this Resolution become immediately effective, an emergency is declared to exist and this Resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the
City of Tucson, Arizona on September 20, 2016.




MAYOR

ATTEST:



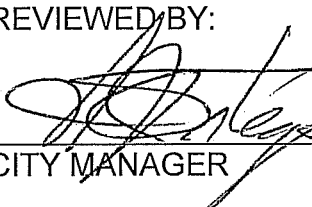
CITY CLERK

APPROVED AS TO FORM:




CITY ATTORNEY

REVIEWED BY:



CITY MANAGER


DF:mg
8/31/16

This number must appear on all invoices, correspondence and documents pertaining to this contract.

**Intergovernmental Agreement
between
Pima County and City of Tucson
for
Real Property Services**

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“County”) and City of Tucson (“City”) (each individually an “Agency” and collectively, “Agencies”) pursuant to A.R.S. § 11-952.

Recitals

- A. County and City may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- B. In the interest of economy and efficiency, County and City desire to enter into a cooperative agreement for the purposes of providing real property services for the benefit of the residents of the City and County.

NOW, THEREFORE, County and City, in consideration of the terms and conditions hereinafter set forth, do mutually agree as follows:

Agreement

1. Purpose and Scope of Services. The purpose of this IGA is to establish and implement a process whereby the Agencies may retain the following services from each other: Appraisal Services, Acquisition Services, and Property Management Services (hereinafter collectively referred to as “Services”). The Agency requesting services shall be the “Requesting Agency” and the Agency providing services shall be the “Servicing Agency”. All services anticipated by/through this Agreement shall be in accordance with ARS Title 32 Chapter 20 and specifically ARS 32-2121 (A)(7) and (A)(17).

1.1. Appraisal Services may be performed by an Agency employee or outside contractor whose services are retained by the servicing Agency, provided that all appraisals will be reviewed by a qualified review appraiser. For purposes of this Agreement, Appraisal Services include, but are not limited to, preparation of appraisals, budget estimates, appraisal reviews, lease analysis, nominal waivers, exchange equivalency, and valuation of licensing fees.

1.2. Acquisition Services may be performed by an Agency employee or outside contractor whose services are retained by the Servicing Agency, provided that all acquisition services will be managed by Agency staff that has experience and knowledge in the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24), as amended from time to time, and holds a current Certificate of Qualification for local public agency acquisitions. For purposes of this Agreement, Acquisition Services include, but are not limited to, acquisition of fee title, easements, right of way, and any full or partial acquisition of improved or unimproved real property in lieu of exercising eminent domain. All relocation services will be provided by an

independent contractor and reviewed by qualified Agency staff. If negotiations for acquisition of property in lieu of eminent domain become futile, the Servicing Agency may recommend condemnation action. In such event, the acquisition will be referred back to the Requesting Agency for condemnation.

1.3. Property Management Services may be by an Agency employee or outside contractor whose services are retained by the Servicing Agency, provided that all property management services will be reviewed by qualified Agency staff. For purposes of this Agreement, Property Management Services include, but are not limited to, leasing, licensing, abandonment, grants of easement, release of easements, rights of entry, and sale of real property.

2. Procedure. The Agencies shall follow the following procedure in obtaining Services:

2.1. A signed Request for Services (“Request”) shall include a completed Real Property Action Request Form. The Request shall contain the contact information for the Requesting Agency staff person(s) responsible for the Project, a description of the Project and the services being requested.

2.2. The Request shall be submitted to the Administrator of the Real Estate Division of the City Department of Transportation and the Manager of Pima County Real Property Services, with copies to the accounting divisions of City and County.

2.3. The Servicing Agency shall advise the Requesting Agency whether the Requested Services can be provided, including an estimated time frame for commencement and completion of the Requested Services. The estimated time frame may be a range that depends on a variety of factors, including, but not limited to, cooperation of third parties, obtaining completed plans and legal descriptions, obtaining third party reports including appraisals and environmental reports, the number and type of parcels affected, type of and availability of funding, and whether relocations are required.

2.4. An Agency may terminate work on any Project at any time, with or without cause, by providing fifteen (15) days written notice to the other Agency.

3. Payment.

3.1. Process. The Servicing Agency shall invoice the Requesting Agency on a monthly basis for Services rendered in the prior month. The invoice shall set forth the Project worked on; the classification of employee performing the work, the day when the Services were performed, and the number of hours worked. Payment for Services shall be made within 30 days after the invoice is delivered to the Requesting Agency.

3.2. Compensation.

3.2.1. Payment for services rendered will be according to the actual hourly salary rate times two for staff providing services.

3.2.2. *Outside Contractors.* Agencies shall submit copies of the actual invoices for all services performed by outside contractors, including but not limited to appraisal services, relocation services, and services for maintenance of property.

3.2.3. *Direct Costs.* Agencies shall submit the actual invoices and receipts for direct costs incurred and required to provide the Requested Services, which include, but are not limited to, title reports, publication fees, Phase I reports, and escrow services. Agencies shall not bill for copying charges.

3.3. Dispute Resolution. In the event of any dispute arising out of billing for Services, the Agencies agree to arbitrate any dispute pursuant to A.R.S. Section 12-1501, et. seq., but only after escalating to each Agency's Department Manager/Director and on to their respective entity Administrator/Manager, as applicable and if needed.

4. Term. This IGA will be effective on the date it is fully executed by both Agencies and will continue for a period of five (5) years unless, prior to the expiration of such period, it is extended or terminated by agreement of the Agencies. Either Agency may terminate this Agreement at any time by providing thirty (30) days prior written notice to the other Agency of its intent to terminate. Upon termination of this Agreement each Agency shall be responsible for payment for any Services rendered prior to the date the termination is effective.

5. Status of Employees. All employees of County whose services are utilized during the term of this Agreement shall remain employees of County, and remain on the County payroll, and no employees of County shall be considered to be an employee of City regardless of whether the County employee is working on a City Project. All employees of City whose services are utilized during the term of this Agreement shall remain employees of City, and remain on the City payroll, and no employees of City shall be considered to be an employee of County regardless of whether the City employee is working on a County Project.

6. Indemnification. To the extent provided by law, each Agency will indemnify, defend and hold harmless the other Agency, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature which result from any act or omission of (insert party), its agents, employees or anyone acting under its direction, control or on its behalf while performing Services pursuant to this Agreement, unless due solely to the negligence of the Agency, its officers, departments, employees or agents.

7. Insurance. Each Agency will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:

7.1. Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.

7.2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.

7.3. If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.

7.4. If required by law, workers' compensation coverage including employees' liability coverage.

7.5. Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant 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 article.

8. Compliance with Laws. The Agencies will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the Agencies, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.

9. Non-Discrimination. The Agencies 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 in the course of carrying out their duties under this IGA. The Agencies will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference.

10. ADA. The Agencies 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.

11. Severability. If any provision of this IGA, or any application of a provision to the Agencies or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.

12. Conflict of Interest. This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

13. Non-Appropriation. Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the City of Tucson Mayor and Council do not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the Agencies will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.

14. Legal Authority. Neither Agency warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either Agency lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and

void, and no recovery may be had by either Agency against the other for lack of performance or otherwise.

15. Worker's Compensation. Each Agency 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 Agency is solely responsible for the payment of Worker's Compensation benefits for its employees.

16. No Joint Venture. It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the Agencies or create any employer-employee relationship between an Agency and the employees of the other Agency. Neither Agency party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other Agency's obligation to withhold Social Security and income taxes for itself or any of its employees.

17. No Third Party Beneficiaries. Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either Agency to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

18. Notice. Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other Agency as follows (or at such other address as may be identified by an Agency in writing to the other Agency) :

County:

Manager, Pima County Real
Property Services
201 N Stone Ave, 6th 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

City:

Administrator, Real Estate Division
of the Transportation Department
201 N Stone Ave, 6th Fl
Tucson, AZ 85701

With copies to:

City Manager
PO Box 27210
Tucson Arizona 85726

City Clerk
PO Box 27210
Tucson Arizona 85726

19. Entire Agreement. This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.

20. Counterparts. This Agreement may be executed in counterparts, each of which is effective as an original. This Agreement becomes effective only when all of the Parties have executed the original or counterpart hereof. This Agreement may be executed and delivered by a facsimile transmission or email of a counterpart signature page hereof.

In Witness Whereof, County has caused this IGA to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board, and attested to by the Clerk of the Board, and City has caused this Intergovernmental Agreement to be executed by its Mayor, upon resolution of the Mayor and Council, and attested to by the City Clerk.

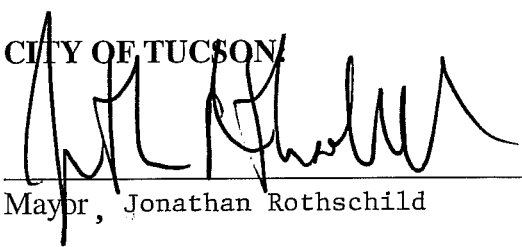
PIMA COUNTY:

Chair
Board of Supervisors

ATTEST


Clerk of the Board

CITY OF TUCSON



Mayor, Jonathan Rothschild

ATTEST



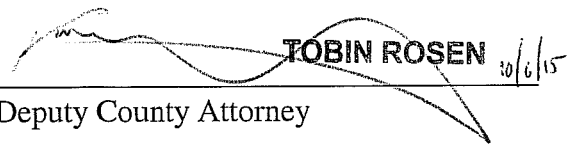
Clerk, Roger W. Randolph

September 20, 2016
Date:

Intergovernmental Agreement Determination

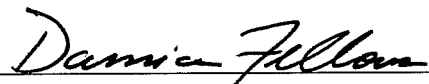
The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY:



Deputy County Attorney

CITY OF TUCSON



Principal Assistant City Attorney