



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 05/05/2015

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): IGA with Pinal County and Town of Marana

Project Title/Description:

Planning, Design, and Implementation of various trails and other projects

Purpose:

To facilitate cooperation in the planning, design, and implementation of the Anza National Historic Trail, the CAP National Recreation Trail, Tortolita Mountain Park, and other trail, park, planning and open space projects of mutual interest.

Procurement Method:

Program Goals/Predicted Outcomes:

The Anza and CAP trails along with Tortolita Mountain Park trail system in eastern pima county affect three governmental entities. This IGA will allow the three jurisdictions to share knowledge and resources for appropriate planning and design of future recreational amenities serving this area.

Public Benefit:

Further development of existing trails/parks for future benefit of Pima County residents.

Metrics Available to Measure Performance:

Increased visitors/users of the Pima County trail/parks systems.

Retroactive:

Procure Dept 04/09/15 PM0447

To: CoB - 4.22.15
Ver. - 1 (1)
Vendor - 1
Pgs. - 10

Original Information

Document Type: CTN Department Code: PR Contract Number (i.e., 15-123): 15-138
Effective Date: 05/05/2015 Termination Date: 5/4/2025 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$ 0.00 ☒ Revenue Amount: \$ 0.00
Funding Source(s): General Fund

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☒ 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: _____

Contact: Robert Padilla

Department: Natural Resources, Parks and Recreation Telephone: 520-724-5235

Department Director Signature/Date: [Signature] 4/8/15

Deputy County Administrator Signature/Date: [Signature] 4/8/15

County Administrator Signature/Date: [Signature] 4/8/15
(Required for Board Agenda/Addendum Items)

and a master planning project for a 55-mile segment of the trail stretching from the Pascua Yaqui Tribal Nation southwest of Tucson to the Picacho Mountains in Pinal was initiated in December of 2002 and completed in 2008. In addition, the CAP Trail was designated as a National Recreation Trail in 2003.

5. Pinal has undertaken a county-wide trails master planning process to identify a regional trail system with linkages to trails listed on the Pima Regional Trail System Master Plan and to Tortolita Mountain Park. Pima has developed considerable expertise in regional trails planning through the development and implementation of the Pima Regional Trail System Master Plan, and is willing to share that expertise with Pinal and Marana.

6. Pima has established productive partnerships with other agencies capable of assisting with the development of the Anza National Historic Trail, the CAP Trail, Tortolita Mountain Park, and other trails and park projects such as the U.S. Bureau of Reclamation and the National Park Service, which have funding and staff expertise to contribute to the planning and implementation of these projects, and wishes to assist Pinal and Marana with the establishment of similar relationships.

7. Pima, Pinal and Marana, under A.R.S §11-952, have the authority to enter into an agreement to facilitate cooperation in the planning, design, and implementation of the Anza National Historic Trail, the CAP Trail, Tortolita Mountain Park, and other trail, park, planning and open space projects of mutual interest.

NOW, THEREFORE, in consideration of the above recitals, Pima, Pinal and Marana agree as follows:

A. Obligations of Pima County:

Pima County will:

1. Share information with Pinal and Marana regarding land use plans, zoning, regional planning documents, and other subjects that may affect the planning, design and/or development of the Anza National Historic Trail, the CAP Trail, Tortolita Mountain Park and other trail, park, planning and open space projects of mutual interest.
2. Keep Pinal and Marana informed regarding the progress of the development of Tortolita Mountain Park, and work cooperatively to develop and implement plans for the segment of Tortolita Mountain Park located in southern Pinal County.
3. Manage any BLM lands located in southern Pinal County brought into Tortolita Mountain Park through the Cooperative Management Agreement (CMA) or Recreation and Public Purposes Act process (R&PP) on behalf of Pinal as a part of Tortolita Mountain Park, consistent with the Tortolita Mountain Park-BLM CMA (pending), pertinent R&PP applications, and other applicable agreements.
4. Provide technical assistance and support for Pinal's and Marana's efforts to preserve and develop their respective segments of the Juan Bautista de Anza National Historic Trail.

5. Include Pinal and Marana as future members of the core planning team in the preparation of CAP Trail documents.
6. Allow the staff of the Pima County Natural Resources, Parks and Recreation Department to participate, as time and workloads allow, as an advisor in the development and implementation of trails master plans, comprehensive plans, and any other plans of mutual interest.
7. Share the resources of Pima's GIS system relative to the trail and park projects encompassed by this Agreement.
8. Share information regarding grant and other funding opportunities, and support Pinal and Marana's efforts to secure funding for trails and trails-related projects of mutual interest by providing information, letters of support, and grant preparation advice and assistance.
9. Encourage Pinal's and Marana's participation in applicable future regional planning projects of mutual interest undertaken by Pima.
10. Assist with the coordination of staff and volunteer participation in the planning, design, construction and maintenance of trail, park, planning and open space projects of mutual interest.

B. Obligations of Pinal County:

Pinal County will:

1. Share information with Pima and Marana regarding land use plans (particularly comprehensive plans), zoning, regional planning documents, and other subjects that may affect the planning, design and/or development of the Anza National Historic Trail, the CAP Trail, Tortolita Mountain Park and other trail, park, planning and open space projects of mutual interest.
2. Share information contained within Pinal's GIS data bases and Assessor's records and make it available to Pima, Marana, their consultants, and the U.S. Bureau of Reclamation, as resources allow, for use in the planning and implementation of the Anza National Historic Trail, the CAP Trail, Tortolita Mountain Park, and other trail, park, planning and open space projects of mutual interest.
3. Work cooperatively with Pima, Marana and other local, state and national groups in the preservation and development of the Anza National Historic Trail.
4. Support the effort to plan and implement the CAP Trail, and allow Pima and Marana to participate as members of the core planning team when any CAP Trail documents are prepared.
5. Participate in the planning and implementation of Tortolita Mountain Park, including the development and implementation of a conceptual planning boundary for the park in Pima and Marana.

6. Serve as the applicant of record to facilitate the acquisition and addition of BLM property designated for disposal through the Recreation and Public Purposes Act (R&PP) to Tortolita Mountain Park, including a 720-acre tract of BLM property located in Sections 21 and 22 of T10S, R12E.
7. Provide its permission for Pima to include BLM Cooperative Recreation Management Area (CRMA) lands identified in the 1988 Phoenix District Resource Management Plan (RMP) and located within the planning boundary of Tortolita Mountain Park in its Cooperative Management Agreement (CMA) with the BLM.
8. Support Pima's management of the BLM lands added to Tortolita Mountain Park through the Cooperative Management Agreement (CMA) and Recreation and Public Purposes Act (R&PP) processes located in southern Pinal County.
9. Share information regarding grant and other funding opportunities, and support Pima and Marana's efforts to secure funding for the development of Tortolita Mountain Park (particularly Growing Smarter grant funds), trails and other projects of mutual interest by providing information, letters of support, and related assistance.
10. Make staff from applicable Pinal County departments available to assist with the planning, design and implementation of the Anza National Historic Trail, the CAP Trail, Tortolita Mountain Park, and other trail, park, planning and open space projects of mutual interest as funding, resources and workloads allow.
11. Encourage Pima's and Marana's participation in applicable future regional planning projects of mutual interest undertaken by Pinal.
12. Share the resources of Pinal's GIS system relative to the trail and park projects encompassed by this IGA.

C. Obligations of Marana:

The Town of Marana will:

1. Share information with Pima and Pinal regarding land use plans, zoning, regional planning documents, and other subjects that may affect the planning, design and/or development of the Anza National Historic Trail, the CAP Trail, Tortolita Mountain Park and other trail, park, planning and open space projects of mutual interest.
2. Keep Pima and Pinal informed regarding the progress of the development of Tortolita Mountain Park in its jurisdiction.
3. Provide technical assistance and support for Pima's and Pinal's efforts to preserve and develop their respective segments of the Juan Bautista de Anza National Historic Trail.
4. Include Pima and Pinal as future members of the core planning team in the preparation of any CAP Trail documents in Marana's jurisdiction.

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5. Allow the staff of Marana's Parks and Recreation Department to participate, as time and workloads allow, as an advisor in the development and implementation of trails master plans, comprehensive plans, and any other plans or matters of mutual interest.
6. Share the resources of Marana's GIS system relative to the trail and park projects and matters of mutual interest encompassed by this Agreement.
7. Share information regarding grant and other funding opportunities, and support Pima's and Pinal's efforts to secure funding for trails and trails-related projects of mutual interest by providing information, letters of support, and grant preparation advice and assistance.
8. Encourage Pima's and Pinal's participation in applicable future regional planning projects of mutual interest undertaken by Marana.
9. Assist with the coordination of staff and volunteer participation in the planning, design, construction and maintenance of trail, park, planning and open space projects and projects of mutual interest.

D. General Provisions:

1. **MODIFICATION.** Modifications to the scope of this agreement shall be made in writing, and be signed and dated by all three parties, prior to any changes being performed. None of the parties is obligated to support any changes not properly approved.
2. **ACCESS TO RECORDS.** The Parties shall provide each other with full and complete access to the records of any project undertaken in whole or part pursuant to this Agreement.
3. **TERM AND TERMINATION.** The term of this Agreement is ten years. This Agreement may be renewed up for up to three additional ten-year terms upon written approval of the parties. Any party may terminate this Agreement without cause upon thirty (30) days written notice to the other parties.
4. **NONDISCRIMINATION.** The parties shall comply with all federal, state and local laws which prohibit discrimination. Included under this prohibition is discrimination based on race, age, gender, national origin, color, religion, and disability. Projects undertaken in partnership by the parties shall comply, to the maximum extent feasible, with the Americans with Disabilities Act.
5. **PARTICIPATION IN SIMILAR ACTIVITIES.** This Agreement in no way restricts any of the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
6. **AVAILABILITY OF FUNDS.** Any duty, responsibility, function, or activity set forth by this Agreement is subject to the availability of appropriated funds or any other available resources.

7. COMPLIANCE WITH LAWS. The Parties shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations and standards. This Agreement is governed by the laws of the State of Arizona.

8. CONFLICT OF INTEREST. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the material provisions of which are incorporated herein by this reference.

9. NON-WARRANTY. The Parties do not warrant their right or power to enter into this Agreement, and if the same is invalidated by court action initiated by third persons, this Agreement shall terminate and there shall be no liability to any Party by reason of such action or by reason of this Agreement.

10. PRINCIPAL CONTACTS. The principal contacts for this Agreement are:

Pima County:

Director
Pima County Natural Resources, Parks and Recreation
3500 W. River Road
Tucson, Arizona 85741

Pinal County:

County Manager
Pinal County
31 N. Pinal Street
Florence, Arizona 85232

Marana:

Town Manager
Town of Marana
11555 W. Civic Center Drive
Marana, Arizona 85653

11. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties, and no modification or amendment hereto shall be binding unless in writing and signed by all parties.

12. MUTUAL INDEMNIFICATION. To the fullest extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other parties, its officers, officials, employees, agents, volunteers, successors, and assigns (as "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or {00039844.DOC /}

volunteers, successor, or assigns, provided, however, that the Indemnitor shall have no obligation to indemnify the Indemnatee for the Indemnatee's passive negligence..

13. WORKERS' COMPENSATION. For purposes of Workers' Compensation, an employee of a party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another party pursuant to this specific Agreement, is deemed to be an employee of both parties, as provided in A.R.S. § 23-1022(D). The primary employer of such employee shall be solely liable for payment of Workers' Compensation benefits for the purposes of this paragraph. Each party shall comply with the notice provisions of A.R.S. § 23-1022(E).

14. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

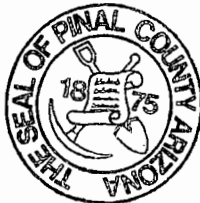
15. E-VERIFY RECORDS AND AUDITS. To the extent applicable under A.R.S. §41-4401, the parties warrant their compliance with all federal and immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). A party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of the Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with any other party's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspection and waiving their respective rights to keep such papers and records confidential.

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:

Shari Cluff
Clerk of the Board



PINAL COUNTY

[Signature]
Chair, Board of Supervisors
November 19, 2014
Date

ATTEST:

Clerk of the Board

PIMA COUNTY

Chair, Board of Supervisors

Date

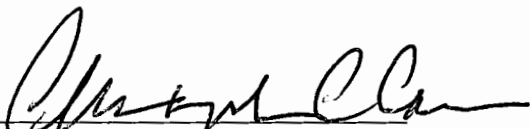
ATTEST:

Jessy C. Branson
Town Clerk

TOWN OF MARANA:

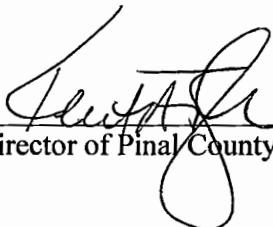
[Signature]
Mayor
10/21/2014
Date

APPROVED AS TO CONTENT:



Director, Pima County Natural Resources, Parks and Recreation Department

APPROVED AS TO CONTENT:



Director of Pinal County Parks and Recreation Department

APPROVED AS TO CONTENT:

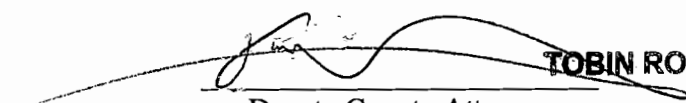


Director, Marana Parks and Recreation Department

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Intergovernmental Agreement between Pima County, Pinal County and the Town of Marana 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.

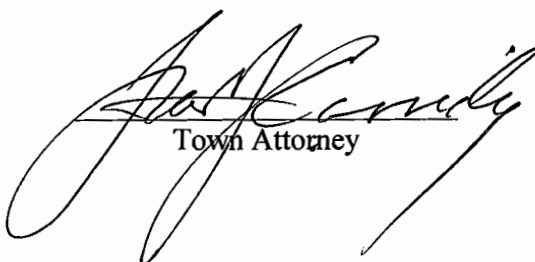
PIMA COUNTY:


TOBIN ROSEN
Deputy County Attorney

PINAL COUNTY:


County Attorney

MARANA:


Town Attorney