



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Award Contract Grant

Requested Board Meeting Date: August 7, 2018

* = Mandatory, information must be provided

or Procurement Director Award

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

Town of Marana

***Project Title/Description:**

An Intergovernmental Agreement between Pima County and the Town of Marana to Facilitate the Planning, Design and Development of the Central Arizona Project (CAP) Trailhead and Trail within the Town of Marana.

***Purpose:**

Partnership with the Town of Marana to build the first section of the CAP Trail and Trailhead

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

When the contract is fulfilled, the first section of the CAP Trail including a trailhead and 7 miles of trail will be complete.

***Public Benefit:**

Pima County constituents will receive a recreational amenity at approximately half the cost. The trailhead and multi-use trail will benefit walkers, hikers, cyclists and equestrians. The trail can be conveniently accessed from dusk to dawn to promote physical fitness.

***Metrics Available to Measure Performance:**

Full completion of trailhead and trail construction.

***Retroactive:**

No

To: CoB- 7-9-18
Ver. - 1
pgs - 7
(2)

Contract / Award Information

Document Type: 10A CT JL Department Code: PR Contract Number (i.e.,15-123): 19-007

Effective Date: 08/07/2018 Termination Date: 05/20/2036 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ 50,000 (maximum) Revenue Amount: \$ N/A

*Funding Source(s) required: General Fund

Funding from General Fund? Yes No If Yes \$ 50,000.00 % 100

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 22-73.

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: Steve Anderson

Department: Natural Resources, Parks and Recreation Telephone: 520-724 5225

Department Director Signature/Date: [Signature] 7/3/18

Deputy County Administrator Signature/Date: [Signature] 7/6/18

County Administrator Signature/Date: [Signature] 7/6/18
(Required for Board Agenda/Addendum Items)

CONTRACT	
NO.	<u>CT-PR-19-007</u>
AMENDMENT NO.	_____
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

INTERGOVERNMENTAL AGREEMENT
between
PIMA COUNTY AND THE TOWN OF MARANA
to
FACILITATE THE PLANNING, DESIGN AND DEVELOPMENT OF
THE CENTRAL ARIZONA PROJECT TRAILHEAD AND TRAIL
WITHIN THE TOWN OF MARANA

This Intergovernmental Agreement (“IGA”) is entered into by and between Pima County, a political subdivision of the State of Arizona (“County”), and the Town of Marana, an Arizona municipal corporation (“Marana”).

Recitals

1. County and Marana 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.
2. County is authorized by A.R.S. § 11-933 to enter into cooperative agreements with the United States and other governmental entities (including Marana) regarding the establishment, development and maintenance of public parks.
3. Marana is authorized by A.R.S. § 11-933 to enter into cooperative agreement with other governmental entities (including counties and the United States) for the establishment, development, maintenance or administration of public parks.
4. County and the U.S. Bureau of Reclamation (“Reclamation”) previously entered into a 50-year Recreational Land Use Agreement, dated May 21, 1986 (County contract no. 01-05-U-107050-0386) and amended by an agreement dated April 15, 1997 (the “County/BOR Agreement”), which provides Pima County with permission to develop the Central Arizona Project (CAP) Trail and public trailhead staging areas on federal property associated with the CAP Trail in Pima County.
5. County and Marana desire to engage in a cooperative effort to facilitate the planning, design and development of the CAP Trailhead and Trail, which is located within the jurisdiction of Marana from Tangerine Road north to the Pinal County line.

NOW, THEREFORE, County and Marana, pursuant to the above, and in consideration of the matters and things hereinafter set forth, agree as follows:

I. Consent to Use of Trailhead and Trail Site.

Pima County hereby consents to Marana’s non-exclusive use of the Trailhead and Trail site, including the portion subject to the County/BOR Agreement, for the term set forth in the County/BOR Agreement and for the purposes set forth therein and herein.

II. Financing

Funding of the Trailhead and Trail Project as described in this Agreement shall be shared equally between the parties. Subject to the availability of funds and the appropriation and specific allocation of funds to the Trailhead and Trail Project by the Marana Town Council and the Pima County Board of Supervisors, each party shall contribute up to Fifty Thousand Dollars (\$50,000.00) towards the project.

III. Pima County Shall:

1. Allow Marana to develop a Trailhead and Trail Project, provided that (a) the development does not disturb existing County improvements; (b) Marana manages, maintains and repairs the segment of the CAP Trailhead and Trail as described herein; and, (c) the Trailhead and Trail Project are implemented according to plans mutually agreed upon by the parties. Pima County shall have the right (but not the obligation) to also implement the Trailhead and Trail Project (or selected portions thereof) at any time, in coordination with Marana and in accordance with the mutually approved plans.
2. Provide technical assistance to Marana and Reclamation in the development of the Trailhead and Trail Project, subject to the availability of agency staff and related resources, to include assistance on such matters as planning, design, maintenance, project management, and other issues and services mutually agreed upon by Marana and County.
3. Provide a staff member or members to participate in any committees or teams established to plan, design and/or supervise the implementation of the Trailhead and Trail Project.

IV. Marana Shall:

1. Serve as lead local agency and coordinating entity in the development of the Trailhead and Trail Project.
2. Assign a staff member to serve as the principal project manager for the Trailhead and Trail Project.
3. Maintain, repair and manage the portion of the CAP Trail and indemnify the County for any liability, loss, cost or expense arising from any improper maintenance of the CAP Trail.

4. Assume responsibility for the operation and maintenance of the Trailhead and Trail Project (or portions thereof) once constructed (including those portions, if any, developed by County, if developed according to mutually approved plans, as set forth above).

V. Term.

This IGA is effective on the date it is executed by both parties to the Agreement and expires on the date that the BOR/County Agreement expires, unless earlier terminated as provided herein. As part of the plans for the Trailhead and Trail Project, the parties shall set reasonable deadlines for commencing certain portions of the Project. If Marana fails to meet an agreed-upon deadline, the County shall have the right to terminate this IGA at any time thereafter, unless prior to the County's exercise of this right of termination, Marana commences the improvements with respect to which the deadline was missed.

VI. Disposal of Property.

Upon the termination of this IGA, all property located on the Trailhead and Trail Site reverts to the owner of that property. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.

VII. Indemnification.

Each Party (as indemnitor) agrees to indemnify, defend and hold harmless the other parties (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.

VIII. Compliance with Laws.

The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. Any action relating to this IGA shall be brought in a court of competent jurisdiction in Pima County.

IX. Non-Discrimination.

The Parties shall not discriminate against any County 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 pursuant to this Agreement. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this Agreement by reference, as if set forth in full herein.

X. ADA.

The Parties shall 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.

XI. Severability.

If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

XII. 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.

XIII. Non-Appropriation.

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason any of the Parties do not appropriate sufficient monies for the purpose of maintaining this Agreement.

XIV. Legal Authority.

No party warrants to the other parties its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that any party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by any party against the other parties for lack of performance or otherwise.

XV. Worker's Compensation.

Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

XVI. No Joint Venture.

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between Marana and Reclamation or their employees and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

XVII. No Third Party Beneficiaries.

Nothing in the provisions of 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 any party to this IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

XVIII. Entire Agreement.

This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

PIMA COUNTY:

MARANA:

Richard Elias, Chairman
Board of Supervisors




Ed Honea, Mayor
Town of Marana

ATTEST:

ATTEST:

Julie Castaneda
Clerk of the Board



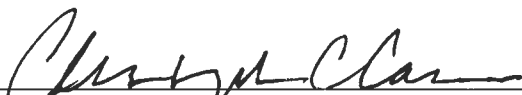
Jocelyn Bronson
Town Clerk

Approval

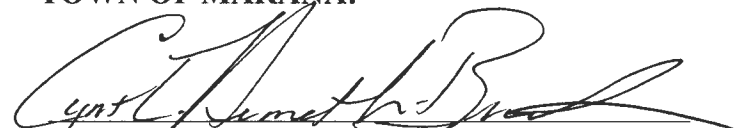
The foregoing Intergovernmental Agreement between Pima County and the Town of Marana has been reviewed by the undersigned, and is hereby approved as to content.

PIMA COUNTY:

TOWN OF MARANA:



Chris Cawein, Director, Pima County
Natural Resources Parks and Recreation

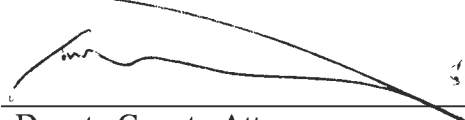


Cynthia Nemeth-Briehn, Director, Town of
Marana Parks & Recreation

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Town of Marana has been reviewed pursuant to A.R.S. § 11-952 by each of 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 the party to the Intergovernmental Agreement represented by each of the undersigned.

PIMA COUNTY:



3/25/17

Deputy County Attorney
TOBIN ROSEN

TOWN OF MARANA:



Town Attorney

RESOLUTION NO. 2017-035

RELATING TO PARKS AND RECREATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY TO FACILITATE THE PLANNING, DESIGN AND DEVELOPMENT OF THE CENTRAL ARIZONA PROJECT TRAILHEAD AND TRAIL WITHIN THE TOWN OF MARANA

WHEREAS the Town of Marana and Pima County have negotiated an intergovernmental agreement to facilitate the planning, design and development of the Central Arizona Project (CAP) trailhead and trail within the Town; and

WHEREAS the Town and Pima County may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, *et seq.*; and

WHEREAS the Mayor and Council of the Town of Marana find that this resolution is in the best interests of the Town of Marana and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Intergovernmental Agreement between the Town of Marana and Pima County to facilitate the planning, design and development of the Central Arizona Project trailhead and trail within the Town of Marana, attached to this resolution as Exhibit A, is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

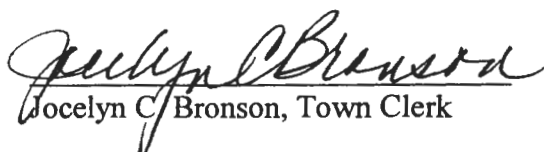
IT IS FURTHER RESOLVED that the Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, conditions and objectives of the intergovernmental agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 2nd day of May, 2017.



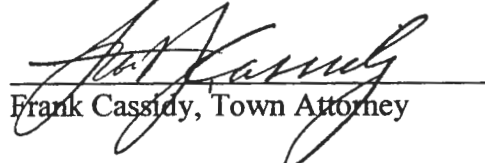
Mayor Ed Honea

ATTEST:



Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:



Frank Cassidy, Town Attorney