

COB - BOSAIR FORM

10/31/2025 9:19 AM (MST)

Submitted by Michelle.Guardado@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: PO TR PO2500034741

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 11/18/2025

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: Redington Natural Resource Conservation District

Project Title / Description: Intergovernmental Agreement between Pima County and Redington Natural Resource Conservation District (NRCD) for Cooperative Highway Maintenance

Purpose: Redington NRCD will provide dirt road grading services on a regularly scheduled maintenance cycle on San Pedro River Road and Redington Road in accordance with routine maintenance standards as depicted on Exhibit A. County shall provide compensation for services provided in the amount of \$130,000 annually.

Redington NRCD will also provide on-demand road grading services for these two roads upon written authorization by PCDOT as resources allow. County shall provide compensation for on-demand services provided at \$1000 per ½ mile of roadway graded up to \$30,000 per year.

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

Procurement Method Additional Info: NA

Program Goals/Predicted Outcomes: Redington NRCD will grade Redington Rd and San Pedro River Road.

Public Benefit and Impact: Redington Road and San Pedro River Road are located in a remote part of Pima County. Redington NRCD has crews that are centrally located near both of these roads. Allowing NRCD to grade these roads will enable Pima County to better allocate resources within the unincorporated county.

Budget Pillar TO: COB, 11/4/25 (1) • Core functions & excellent service
VERSION: 0
PAGES: 8

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Support of Prosperity Initiative: • N/A

Provide information that explains how this activity supports the selected Prosperity Initiatives NA

Metrics Available to Measure Performance: Maintenance standards and constituent feedback.

Retroactive: NO

Contract / Award Information

Record Number: PO TR PO2500034741

Document Type: PO

Department Code: TR

Contract Number: PO2500034741

Commencement Date: 11/18/2025

Termination Date: 11/17/2035

Total Expense Amount:

\$1,600,000.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required: Highway User Funds (HURF)

Funding from General Fund?	NO
Contract is fully or partially funded with Federal Funds?	NO
Were insurance or indemnity clauses modified?	YES
Vendor is using a Social Security Number?	NO

Department: Transportation

Name: Matt Sierras (Administrative Contact: Michelle Guardado 724-2663)

Telephone: 520-724-2381

Add Procurement Department Signatures

No

Add GMI Department Signatures

No

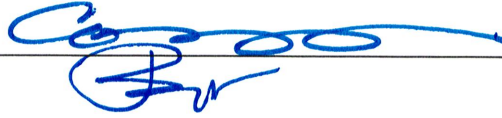
Department Director Signature: _____



Digitally signed by Kathryn Skinner
DN: cn=Kathryn Skinner, o=Pima County,
ou=Department of Transportation,
email=kathryn.skinner@pima.gov, c=US
Date: 2025.10.31 09:30:38 -07'00'

Date: 10/31/2025

Deputy County Administrator Signature: _____



Date: 11/3/2025

County Administrator Signature: _____



Date: 11/3/2025



Modification to Insurance or Indemnity Clause

Date: 10/25/2025

Requestor Name: Michelle Guardado

Department: Transportation



Change to Insurance



Change to Indemnity

Supplier Name: Redington Natural Resource Conservation District (NR

Contract No: PO2500034741

Project Title/Description:

IGA between Pima County and Redington NRCD for Cooperative Highway Maintenance for dirt road grading services on a regularly scheduled maintenance cycle on San Pedro and Redington Rd.

Requested Change:

Please see Section 11 and 12 on the attached agreement.



Approved



Denied

Risk Management:

M. June

Comments:

**Intergovernmental Agreement between
Pima County and the Redington Natural Resource Conservation District for
Cooperative Highway Maintenance**

This Intergovernmental Agreement (“**IGA**”) is entered into by Pima County, a body politic and corporate of the State of Arizona (“**County**”) and the Redington Natural Resource Conservation District, Arizona, a political subdivision of the State of Arizona (“**Redington NRCD**”), pursuant to Arizona Revised Statutes A.R.S. § 11-952 and A.R.S. § 37-1054.

RECITALS

1. County has statutory authority under A.R.S. § 11-952 to enter into intergovernmental agreements for joint and cooperative action.
2. The Redington NRCD is empowered by A.R.S. § 37-1054 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
3. County has authority under A.R.S. § 11-251 to lay out, maintain, control, and manage public roads within unincorporated Pima County and under A.R.S. Title 28, Chapter 19 to establish, construct, and maintain county highways.
4. The parties intend to allocate roadway maintenance responsibilities to maximize efficiency, fiscal responsibility, and general logistics, which involves working across jurisdictional boundaries.
5. The Redington NRCD agrees to provide maintenance services on certain public highways, or portions of public highways, located within unincorporated Pima County in exchange for County’s agreement to compensate the Redington NRCD for those services.

NOW, THEREFORE, County and Redington NRCD, in consideration of the benefits and obligations herein provided, mutually agree as follows:

AGREEMENT

1. **Definitions:** The following definitions apply in this Agreement:
 - a. “*San Pedro*” means San Pedro River Road, which is a 10-mile-long unpaved public road located in Pima County, commencing at the Pima- Cochise County line, and terminating at the Pima-Pinal County line.
 - b. “*Redington*” means Redington Road, which is a 21.41-mile-long unpaved public road located in Pima County, commencing at the San Pedro River Road, and terminating at Milepost 6 east of Tucson.
2. **Purpose.** The purpose of this IGA is to set forth the responsibilities of the parties to maintain certain highways within the unincorporated limits of Pima County.

3. Obligations of Redington NRCD

- a. Redington NRCD will provide dirt road grading services on a regularly scheduled maintenance cycle on “San Pedro” and “Redington” roads. Redington NRCD will grade roads in accordance with the Routine Maintenance Standards outlined in Section 5. The maintenance cycle should begin within 60 days of the execution of this IGA. Redington NRCD shall notify in writing County Department of Transportation Maintenance and Operations (3) working days prior to performing any routine grading services and shall provide the location and proposed duration of the grading. The grading limits and frequencies are as follows:

San Pedro River Road -

Pinal County Line to Cochise County Line / 3 Times Per Year

Redington Road - See Attached Exhibit A (Map for MP and State Land Limit)

MP 6 to MP 17.25 / 1 Time Per Year

MP 17.25 to MP 23.40 / 1 Time Per Year - State Land Parcel

MP 23.40 to MP 25.00 / 1 Time per Year

MP 25.00 to MP 25.20 / 1 Time Per Year - State Land Parcel

MP 25.20 to Redfield Canyon Rd / 1 Time Per Year

Redfield Canyon Rd to San Pedro River Rd / 3 Times Per Year

- b. Redington NRCD will provide on-demand dirt road grading services upon written authorization by County Department of Transportation Maintenance and Operations Division as resources allow. No on-demand grading services should be provided without prior written approval by County. Invoices should include the date of completion of the work, the material usage, and the grading mileage. Invoices should be sent to the County Department of Transportation Maintenance and Operations Division once on-demand grading services are completed. County will pay associated fees for grading services within 30 days of receipt of invoice.
- c. Redington NRCD may periodically receive grants and/or funding from other entities to perform additional maintenance on “San Pedro” and “Redington” roads. Redington NRCD shall notify in writing County Department of Transportation Maintenance and Operations (3) working days prior to performing any additional maintenance services and shall provide the location and proposed duration of the grading. No on-demand grading services should be provided without prior written approval by County.

4. Obligations of County

- a. County shall provide compensation for services provided by Redington NRCD under Section 3A. County shall pay Redington NRCD \$130,000.00 annually, (invoiced semi-annually in advance), each successive six-month period.
- b. County shall provide compensation for services provided by Redington NRCD under Section 3b. County shall pay Redington NRCD \$1000 per ½ mile of roadway graded for on-demand services up to \$30,000 per year.

5. Routine Maintenance Standards. The following standards apply to all maintenance services provided by the parties under this IGA:

- a. All maintenance services must conform to applicable and reasonable engineering practices. Services shall include the compaction of both native and non-native material, the disposal of all unsuitable material, all labor, equipment, materials, tools, supplies, and incidentals necessary for this work.
- b. Maintenance services will be provided on a routine or on-demand basis depending on the service provided.
- c. Road, lane, or shoulder closures for planned maintenance activities will be consented to by the County.
- d. New installations, investigations, engineering, and drainage betterments remain the responsibility of the County.
- e. The final surface course shall have a smooth appearance, with no large rocks or chunks of material, conforming to the general shape and configuration of the surrounding area to ensure proper drainage. Redington NRCD shall grade the roadway in such a manner as to not interfere with existing drainage patterns.
- f. Redington NRCD must contact County to approve material source prior to installing material on the roadways.
- g. Redington NRCD must schedule with Arizona Blue Stake at (800-STAKE-IT) prior to grading service for the location of buried utilities.
- h. Redington NRCD must supply and haul water for compaction and dust abatement.
- i. Redington NRCD must supply and haul material for dirt road grading as needed.
- j. Redington NRCD must provide all fuel required for grading services under this contract.
- k. Redington NRCD will be responsible for any damage to roadway facilities, utilities, cattle guards, and other non-roadway facilities which are to remain in place.
- l. Redington NRCD will provide traffic control at no cost to County.
- m. Redington NRCD is required to obtain any required dust control permits.
- n. Redington NRCD must contact County if there are obstructions or vegetation that may need removed prior to grading.
- o. Redington NRCD must contact County once routine grading or on-demand grading services are complete. County will inspect for proper compaction and drainage patterns.
- p. Redington NRCD must provide a grading schedule to the County within 60 days from the approval of this IGA. Redington NRCD should consider monsoon storms and winter rains when developing this schedule.

6. Updates. All modifications, additions, or subtractions to this IGA, other than changes that by law or county policy require consideration by either County or the Redington NRCD, shall be made by Amendment, approved by the County Board of Supervisors and the Redington NRCD Administrator. This document should be reviewed on an annual basis.

7. Right of Entry. Execution of this IGA by County grants Redington NRCD the right to enter upon Pima County rights of way at no cost for the purposes of this IGA.

8. Permits. The parties shall cooperate with one another in securing any necessary approvals, permissions, or permits required to perform the services agreed to herein.

9. Term and Termination of the IGA.

- a. Effective Date. This IGA will be effective on the date it is fully executed by the Parties and will continue for a period of ten (10) years from the effective date, unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
 - b. Termination. County or Redington NRCD may terminate this IGA for any reason by giving sixty days' written notice to the other of such termination.
 - c. Effect of Termination. Upon termination by either party, County's payment obligation to Redington NRCD is limited to payment for services rendered before the date of the notice of termination.
- 10. Disposal of Property** Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
- 11. Indemnification.** Redington NRCD will indemnify, defend and hold harmless Pima County, 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 Redington NRCD, its agents, employees or anyone acting under its direction, control or on its behalf except to the extent caused by County's own negligence.
- 12. Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:
- a. Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.
 - b. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of \$2,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
 - c. If required by law, workers' compensation coverage including employees' liability coverage.
 - d. Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.
 - e. The above requirement may be alternatively met through a self-insurance program under to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11.952.01, at no less than the minimum coverage levels set forth in this Section.
- 13. Compliance with Laws.** The parties 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 parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
- 14. Non-Discrimination.** The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all

provisions and requirements to any subcontractors. During the term of this IGA, 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.

15. **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.
16. **Conflict of Interest.** This IGA 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.
17. **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 Redington NRCD does not appropriate sufficient monies for the purpose of maintaining this IGA, requiring sixty days' written notice to the other of such termination. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
18. **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.
19. **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 parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will 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.
20. **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 party 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.
21. **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 party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Director
Department of Transportation
201 N. Stone Ave, 4th Floor
Tucson, AZ 85701
520-724-6410

Redington NRCD:

Chair
Redington NRCD
Information.aacd@gmail.com
23805 E. Redfield Canyon Rd
Benson, AZ 85602

22. **Amendment.** This IGA may only be modified, amended, altered, or changed by written agreement signed by the parties.
23. **Severability.** If any provision of this IGA, or any application of a provision to the parties 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.

- 24. Legal Authority.** Neither party 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 party 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 party against the other for lack of performance or otherwise.
- 25. 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.
- 26. Effective Date.** This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature).
- 27. Counterparts.** This IGA may be executed in counterparts, each of which when taken together, will constitute one original contract.

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PIMA COUNTY

REDINGTON NRCD

Rex Scott, Chairman,
Board of Supervisors

Andrew J. Smallhouse, Chair
Redington NRCD

Date

Date

10/27/25

ATTEST

Melissa Manriquez, Clerk of the Board

Date

Attorney Certification

The foregoing IGA by and between Pima County and Redington NRCD has been reviewed pursuant to A.R.S. § 11-952(D) by the undersigned, each of whom as 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 they represent.

Cindy Nguyen
Deputy County Attorney

Andrew J. Smallhouse
Redington NRCD

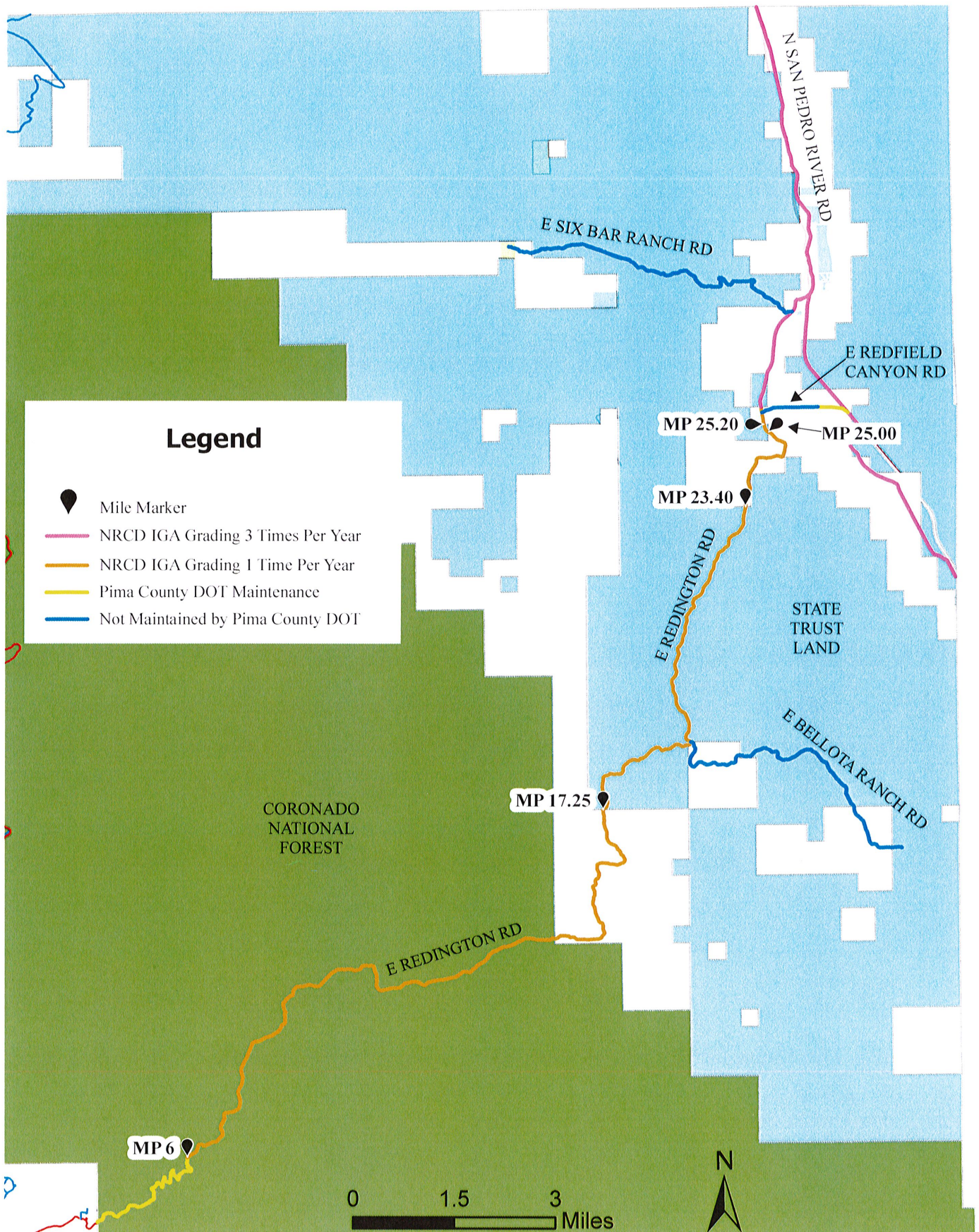
Cindy Nguyen
Print Name

Andrew J. Smallhouse
Print Name

10/27/25
Date

10/27/25
Date

Exhibit A



Land Ownership

- National Forests
- State Trust Lands
- Private, Municipal or County Lands

10/30/2025