



Contract Number: CT-TR-15\*176  
Effective Date: 11-18-14  
Term Date: 11-17-19  
Cost: \_\_\_\_\_  
Revenue: \_\_\_\_\_  
Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
Action: 8-1-19  
Renewal By: 11-17-19  
Term: 11-17-19  
Reviewed by: HP

## BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: November 18, 2014

**ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:** Approval of an Intergovernmental Agreement (IGA) with Santa Cruz County for the Cooperative Highway Maintenance of 1.01 miles of Rain Valley Loop and 1.01 miles of Clyne Ranch Road within Pima County by Santa Cruz County; and 2.45 miles of Arivaca Road within Santa Cruz County by Pima County. The Santa Cruz County Board of Supervisors approved the IGA on April 9, 2014.

*This agreement is only for the exchange of services and no funds will be transferred. Each jurisdiction will maintain the other agency's segments equal levels of service and approximate equivalent workload.*

CONTRACT NUMBER (If applicable): 15\*176

**STAFF RECOMMENDATION(S):** Approve the IGA, in order to allow for the cooperative maintenance of the segments outlined in the IGA. Arivaca Road is already maintained by Pima County. The logistics of providing labor and equipment for the continued maintenance of Arivaca Road that is within Santa Cruz County is more cost effective than Pima County traveling to maintain Rain Valley Loop Road and Clyne Ranch Road. Pima County must transport equipment through Santa Cruz County to access this area; while these roads are a simple extension of areas already maintained by Santa Cruz County currently. The Pima County Transportation Department believes that this agreement is equal in terms of exchange of services, and economically and logically beneficial in terms of services provided to the nearby affected communities.

CORPORATE HEADQUARTERS: Santa Cruz County Public Works Department  
P.O. Box 1150  
Nogales, Arizona 85628  
Phone: (520) 375-7830

Procure Dept 10/29/14 PM04:03

Page 1 of 2

Ver.-1  
Vendor-1  
Pgs. 13

To: CoB - 11-5-14  
Agenda - 11-18-14

(6)

**CLERK OF BOARD USE ONLY: BOS MTG.** \_\_\_\_\_

**ITEM NO.** \_\_\_\_\_

**PIMA COUNTY COST:** \$0 **and/or REVENUE TO PIMA COUNTY:** \$0

**FUNDING SOURCE(S):** \_\_\_\_\_

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

		<b>YES</b>	<b>X</b>	<b>NO</b>
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**Board of Supervisors District:**

1		2		3	X	4	X	5		All	
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**IMPACT:**

**IF APPROVED:** *The IGA will be approved as written, and the Cooperative Highway Maintenance of 1.01 miles of Rain Valley Loop and 1.01 miles of Clyne Ranch Road within Pima County by Santa Cruz County; and 2.45 miles of Arivaca Road within Santa Cruz County by Pima County will be implemented as needed for the duration of the IGA term.*

**IF DENIED:** *The IGA will not be approved as written and the Cooperative Highway Maintenance of 1.01 miles of Rain Valley Loop and 1.01 miles of Clyne Ranch Road within Pima County by Santa Cruz County; and 2.45 miles of Arivaca Road within Santa Cruz County by Pima County will not be implemented as needed indefinitely.*

**DEPARTMENT NAME:** Transportation

**CONTACT PERSON:** Ben Goff **TELEPHONE NO.:** (520) 724-6399

## Intergovernmental Agreements

## Between

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

## **Pima County & Santa Cruz County**

For

## Cooperative Highway Maintenance

This Intergovernmental Agreement (“Agreement”) is entered into by and between Pima County (Pima), a body politic and corporate of the State of Arizona, and Santa Cruz County (Santa Cruz), a body politic and corporate of the State of Arizona, pursuant to Arizona Revised Statutes (A.R.S.) Title 11 Section 951, et seq.

## RECITALS

1. Pima and Santa Cruz have statutory authority to enter into intergovernmental agreements for joint and cooperative action pursuant to A.R.S. §11-952.
2. Pima and Santa Cruz have statutory authority to enter into cooperative agreements for highway maintenance pursuant to A.R.S. § 28-6707.
3. Pima and Santa Cruz each have highway maintenance responsibilities within their respective jurisdictions.
4. For purposes of enabling efficiency, fiscal effectiveness and general logistics, the parties intend to allocate highway maintenance responsibilities in a manner which involves working across jurisdictional boundaries.
5. Pima agrees to maintain certain public highways, or portions of public highways, located within unincorporated areas of Santa Cruz County in exchange for Santa Cruz's agreement to maintain certain public highways, or portions of public highways, located within the unincorporated areas of Pima County.
6. Santa Cruz agrees to maintain certain public highways, or portions of public highways, located within the unincorporated areas of Pima County in exchange for Pima's agreement to maintain certain public highways, or portions of public highways located within unincorporated areas of Santa Cruz County.

**NOW, THEREFORE**, Pima and Santa Cruz, in consideration of the benefits and obligations herein provided, mutually agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the responsibilities of the parties for the cooperative maintenance of certain highways within the parties' respective jurisdictions. This agreement covers only routine maintenance of highway pavement markings, and traffic control signs and devices. New installations, investigations, engineering, and betterments remain the responsibility of the respective jurisdiction.
2. **Obligations of Pima.** Pima shall provide highway maintenance services on those highways or portions thereof within Santa Cruz County as described in the attached Exhibit A. Pima shall perform highway maintenance services in conformance with current applicable County standards and accepted engineering practices.
3. **Obligations of Santa Cruz.** Santa Cruz shall provide highway maintenance services on those highways or portions thereof within unincorporated Pima County as described in the attached Exhibit A. Santa Cruz shall perform highway maintenance services in conformance with current applicable County standards and accepted engineering practices.
4. **Traffic Control Signs and Devices.** Each party's obligations under this Agreement is to extend to maintenance, repair, replacement or any other applicable service on existing Manual of Uniform Traffic Control Device (MUTCD) traffic control signs and devices located within the other party's jurisdiction. Thus, Pima County shall be responsible for all agreement applicable existing traffic control signs and devices within Santa Cruz County and Santa Cruz County shall be responsible for all agreement applicable existing traffic control signs and devices within Pima County. Any new traffic control signs and devices will have to be approved by the jurisdiction they are located in before installation. No sign shall be removed without the approval of the jurisdiction they are located in. The warranting and funding for the installation of any new signs and devices is to be addressed case by case between Pima County and Santa Cruz County unless there is a mutual agreement on responsibility. Stop signs or other devices controlling vehicle right-of-way will be replaced within 24 hours of notice, to the proper and enabled County authority, of that damage or disappearance sign or device.
5. **Routine Maintenance Standards.** All maintenance services provided by the parties under this Agreement shall conform to accepted and applicable engineering practices. The services will be provided on a routine or as needed basis depending on the service provided. Any schedule represents the average maintenance periods associated with the listed improvements and may vary at the discretion of the performing party depending on available resources and weather conditions. Regularly occurring and intermittent maintenance activities shall be performed on a schedule consistent with normal Pima / Santa Cruz maintenance schedules. Road closures for planned maintenance activities will be consented to by the owning jurisdiction. Emergency road closures will be done at the discretion of the operating agency with notice to the owning jurisdiction.

### Maintenance Activity

Unpaved road grading  
Shoulder grading  
Shoulder repair  
Guardrail repair  
Vegetation management  
Sweeping (curbed streets)  
Sweeping (non curbed streets)  
Drainageways  
AC pothole patching  
Storm clean up  
Pavement Marking  
Signing  
Emergency maintenance response  
Cattle Guards  
Fencing

6. **Definitions; clarifications.** For the purposes of this Agreement, the following definitions shall apply:

*Vegetation Management.* Vegetation management on highway shoulders or drainageways adjacent to highways shall be performed as determined by the maintaining party. This work consists of management of vegetation that encroaches into traffic and management of sight distance and visibility of signs and other traffic control devices. General plant maintenance and irrigation system maintenance is excluded.

*Drainage Maintenance.* Drainage maintenance consists of vegetation and sediment control in the areas of inlets, outlets and dip sections.

*Potholes.* Potholes that pose a risk to the traveling public shall be patched by the maintaining party the same day, or barricaded and patched within 24 hours of notification of their existence; other potholes shall be patched as soon as practical after notification of their existence. Roadway edges pot holes should be patched if such edge issues intrude into the travel lane.

*Pavement Marking.* Centerline and edge line marking will be refreshed at least once a year unless it is determined it does not need it. Pavement marking legends, stop lines, retroreflective raised pavement markings, post delineators, markers and transverse markings will be maintained on as-needed basis and as applicable.

**Signing.** Signing includes the retroreflective sign panel, sign post, brackets, hardware and foundation. Each sign panel is to be marked with an install date. Panels are to be replaced on at least a 10 to 12 year cycle or as needed if they have been significantly vandalized or damaged. Sign supports and related hardware is to be replaced on an as needed basis.

7. **Exhibit Updates.** Modifications, additions and subtractions to highways or portions of highways listed in Exhibit A may be made by written addendum approved by the Pima County Administrator and the Santa Cruz Director of Public Works and recorded with each party's respective County Recorder. Exhibit A will be reviewed for any necessary revisions or updates at least annually and may be updated as needed.
8. **Right of Entry.** Execution of this Agreement by Pima grants Santa Cruz the right to enter upon Pima rights-of-way for the purposes of this Agreement, and execution of this Agreement by Santa Cruz grants Pima the right to enter upon Santa Cruz rights-of-way for the purposes of this Agreement.
9. **Permits.** The parties shall cooperate with one another in securing any necessary approval, permission or permits required to perform the services agreed to herein.

#### **10. Term and Termination.**

- 10.1. **Effective Date.** This Agreement shall be effective on the date it is recorded with the Pima County Recorder and shall remain in effect for a period of five (5) years from the effective date, unless earlier terminated by either party as provided herein
- 10.2. **Termination.** Pima or Santa Cruz may terminate this Agreement by giving sixty days written notice to the other of such termination.

#### **11. Indemnification.**

- 11.1. **Mutual Indemnity** To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend and hold the other party, and its officers, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorney's, consultant's and accountant's fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of any act or omission of the indemnifying party, its officers, agents or employees whether intentional, negligent, grossly negligent, or amounting to a breach of contract, in connection with or incident to the performance of this Agreement.
- 11.2. **Notice.** Each party shall notify the other in writing within thirty (30) days of the receipt of any claim, demands, suits or judgments against the receiving party for which the party intends to invoke the provisions of this Article. Each party shall keep the other

party informed on a current basis of its defense of any claims, demands, suits, or judgments under this Article.

- 11.3. ***Insurance.*** Contracted maintenance work will require indemnification of the highway owner as described herein and not less than the following insurance. Commercial General Liability - \$1,000,000; Commercial Automobile Liability - \$1,000,000 Combined single limit; Statutory Worker's Compensation including Employers Liability - \$500,000. The highway owner shall be named as an additional insured on the Commercial General Liability insurance policy.
12. **Insurance.** When requested by the other party, each party shall provide proof to the other of their worker's compensation, automobile, accident, property damage, and liability coverage or program of self-insurance.
13. **Books and records.** Each party shall keep and maintain proper and complete books, records and accounts, which shall be open for inspection and audit by duly authorized representatives of any other party at all reasonable times.
14. **Construction of Agreement.**
  - 14.1. ***Entire Agreement.*** This instrument constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all applicable prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
  - 14.2. ***Amendment.*** This Agreement shall not be modified, amended, altered or changed except by written agreement signed by both parties. Notwithstanding the foregoing, revisions to Exhibit A may be made the Pima County Administrator and the Santa Cruz County Director of Public Works by written addendum filed with each party's County Recorder and the Arizona Secretary of State's Office.
  - 14.3. ***Construction and Interpretation.*** All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the recitals hereof.
  - 14.4. ***Captions and Headings.*** The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.

- 14.5. ***Severability.*** In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

15. **Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of Pima or Santa Cruz.
16. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Intergovernmental Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between Pima and any Santa Cruz employees, or between Santa Cruz and any Pima 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.
17. **No Third Party Beneficiaries.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or effect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of streets and highways different from the standard of care that is reasonable for these roadways at these locations.
18. **Compliance with Laws.** The parties shall comply with applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement.
  - 18.1. *Anti-Discrimination.* The provisions of A.R.S. § 41-1463 and Executive Order Number 99-4 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Intergovernmental Agreement.
  - 18.2. *Americans with Disabilities Act.* This Agreement is subject to 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.
  - 18.3. *A.R.S. § 38-511.* This Agreement is subject to the provisions of A.R.S. § 38-511.
19. **Waiver.** Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
20. **Force Majeure.** A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term uncontrollable forces shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage,

casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

21. **Notification.** All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Notice to County:  
Director  
Department of Transportation  
201 N. Stone 4th Floor  
Tucson, Arizona 85701  
(520) 740-6410

Notice to Santa Cruz:  
Director  
Public Works  
275 Rio Rico Drive  
Rio Rico, AZ 85648  
(520) 375-7830

22. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

*In Witness Whereof*, Pima has caused this Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and Santa Cruz has caused this Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the Board and attested to by its Clerk.

ATTEST:

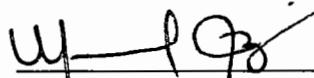


Clerk of the Board

4/9/14

Date

SANTA CRUZ COUNTY:



Chair, Board of Supervisors

4/9/14

Date

ATTEST:

Clerk of the Board

Date

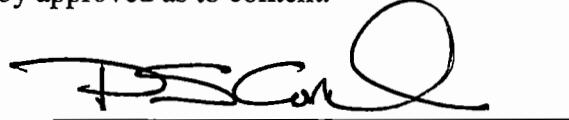
PIMA COUNTY:

Chair, Board of Supervisors

Date

## Approval

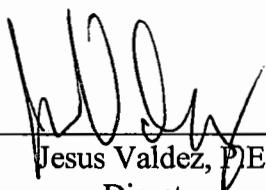
The foregoing Agreement between Pima County and Santa Cruz County has been reviewed by the undersigned, and is hereby approved as to content.



Priscilla S. Cornelio, P.E.  
Director  
Pima County Department of Transportation

10/20/14

Date



Jesus Valdez, P.E.  
Director  
Santa Cruz County Public Works Department

4/8/14

Date

## Intergovernmental Agreement Determination

The foregoing Agreement between Pima County and Santa Cruz County 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:



Deputy County Attorney

20 Aug 2014

Date

Santa Cruz County:



Deputy County Attorney

4/7/14

Date

**Agreement between Pima County and Santa Cruz County  
Street Maintenance and Striping**

**Exhibit A**

<b><u>Santa Cruz County</u></b>	<b><u>Miles</u></b>
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<b>Rain Valley Road</b>	<b>1.01</b>
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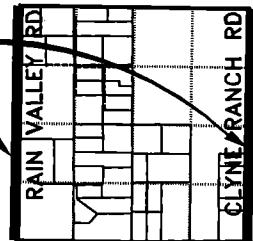
<b>Clyne Ranch Road</b>	<b>1.01</b>
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<b><u>Pima County</u></b>	<b><u>Miles</u></b>
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<b>Arivaca Road</b>	<b>2.45</b>
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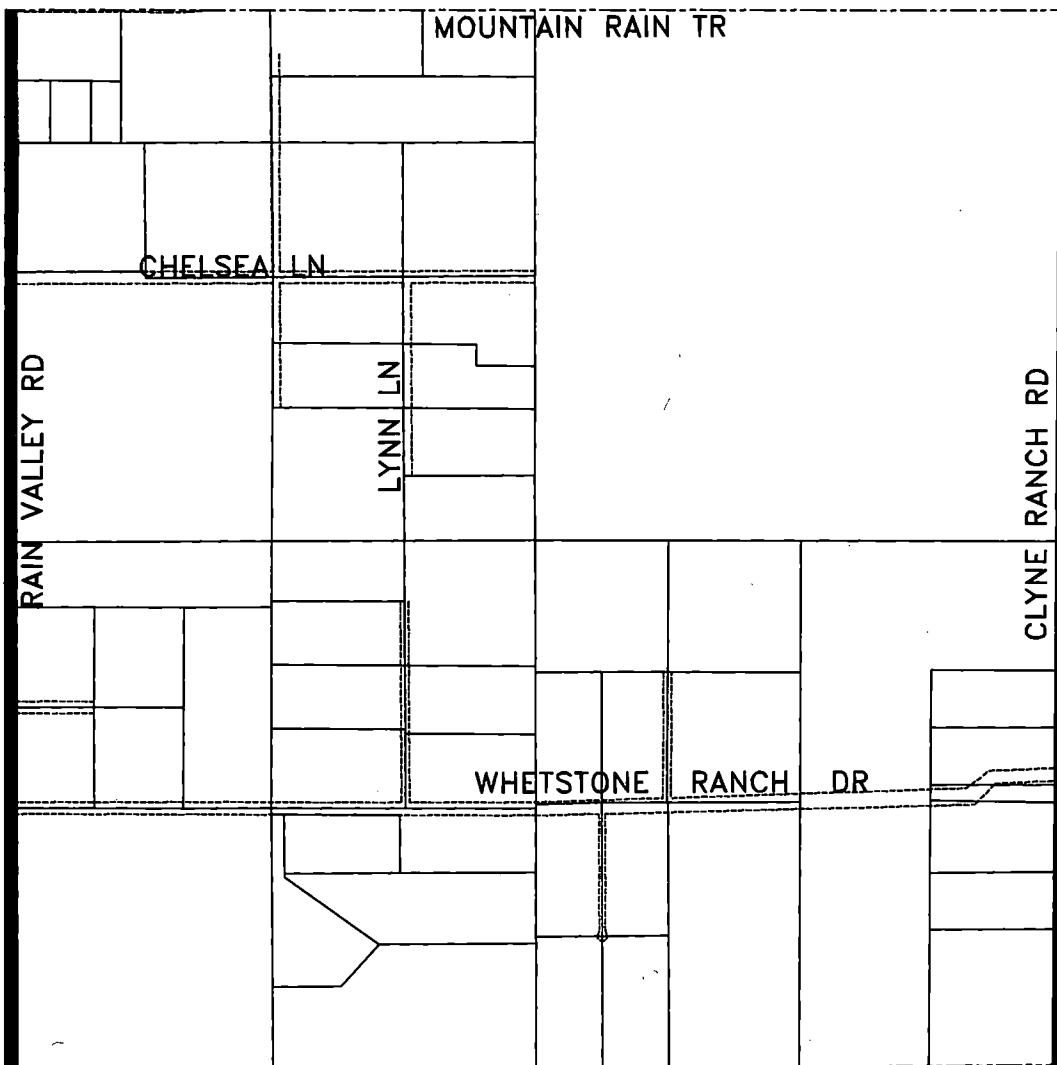
SECTION 33  
TOWNSHIP 19 SOUTH  
RANGE 18 EAST

SUBJECT AREA



SECTION 33  
G&SRBM  
PIMA COUNTY, ARIZONA

“DEPICTION OF EXHIBIT A”



CLYNE RANCH RD AND RAIN VALLEY RD  
TO BE MAINTAINED BY SANTA CRUZ COUNTY – IGA



PIMA COUNTY DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION SYSTEMS DIVISION

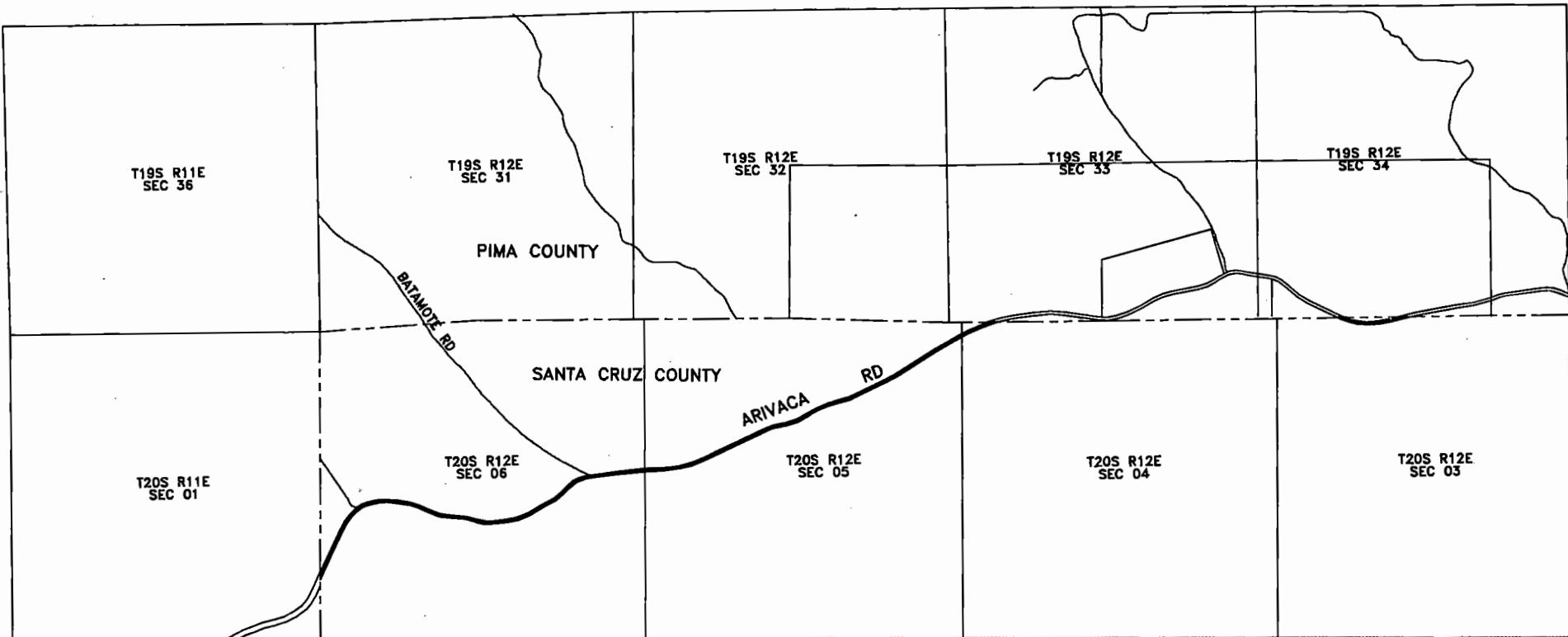
14019

DRAWING NOT TO SCALE

DRAWN BY: L. SAGARNAGA

DATE: JUL 2014

## "DEPICTION OF EXHIBIT A"



— ARIVACA RD — TO BE MAINTAINED BY PIMA COUNTY PER IGA  
- - - - - COUNTY BOUNDARY



PIMA COUNTY DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION SYSTEMS DIVISION

DRAWING NOT TO SCALE

DRAWN BY: L. SAGARNAGA

DATE: JUL 2014