



Contract Number: CT-PR-12\*2063-01  
Effective Date : 8.6.13  
Term Date : 8.6.2038  
Cost : ✓  
Revenue : ✓  
Total : ✓ NTE:             
Action 5.1.2098  
Renewal By : 8.6.2038  
Term : 8.6.2038  
Reviewed by:           

## **BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: August 6, 2013

### **ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

This Amended and Restated Intergovernmental Agreement (IGA) is Amendment No. 1 to Pima County Contract No. CT-PR-12002063 (#139572) and City of Tucson Contract No. 0119-06, to provide for the acquisition, design and construction of the Northside Recreation Center (Rillito Regional Park) and amend contractual language.

The initial IGA is superseded and fully replaced with this amended and restated agreement, relating to the amendment of Pima County Bond Ordinance No. 2004-18 (project PR4.31), previously amended by Ordinance 2012-20.

In 2007, Pima County and the City of Tucson entered into an intergovernmental agreement for the Northside Recreation Center project, PR4.31. The parties have since decided that construction of the Rillito Regional Park (the "Amended Project"), instead of the Northside Community Center, would better serve community needs. The Amended Project will include the County's construction of additional soccer fields, development of internal park infrastructures to support future soccer tournaments, and construction of essential park amenities, including ramadas and restrooms.

This first amendment enables an agreement to amend the bond ordinance, revise contractual language to authorize the County to design and construct the Rillito Regional Park, using the remaining 2004 Bond funding of \$5,255,819 and any new funding approved by Pima County voters. The County will manage, own, operate, and maintain the Rillito Regional Park.

CONTRACT NUMBER (If applicable): CT-PR-12002063-2

**STAFF RECOMMENDATION(S):** Board of Supervisors' approval of Amendment One to the Northside Recreation Center (Rillito Regional Park) IGA.

CORPORATE HEADQUARTERS: Tucson, Arizona

Procure Dept 07/22/13 AM 10:08

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

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

PIMA COUNTY COST: \$0.00 and/or REVENUE TO PIMA COUNTY: \$0.00

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

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

**Advertised Public Hearing:**

		YES	X	NO
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**Board of Supervisors District:**


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

**IF APPROVED:** Pima County will agree to amend Bond Ordinance 2004-18 (PR4.31.), previously amended by Ordinance 2012-20, and the contractual language in the 2007 IGA. The IGA will be deemed completely superseded and replaced with Amendment No. One to IGA No. CT-PR-12002063-2 (139572).

Pima County will be authorized to design, construct, maintain, operate, and own the amended project (Rillito Regional Park), instead of the Northside Community Center, as depicted in the amended bond ordinance, using the remaining 2004 Bond funding of \$5,255,819.

**IF DENIED:** Pima County will not be in agreement to amend Bond Ordinance No. 2004-18, previously amended by Ordinance 2012-20; the amended park facility will not be built; and, as stated in the initial agreement, the City will be responsible for designing, constructing, and operating the Northside Recreation Center on County-owned property, using the remaining Pima County bond funds allocated to this project.

DEPARTMENT NAME: Public Works Administration 

CONTACT PERSON: Nancy Cole / Lisa Matthews TELEPHONE NO.: 724-6312 / 724-8396

**CONTRACT AMENDMENT NO.:** One

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

**Future Operating and Maintenance Costs:** The City of Tucson will own and operate the completed project. The additional annual operation and maintenance cost for this project is estimated to be \$120,000. This cost will be funded through the City of Tucson Operating Budget-General Fund.

- C. The IGA provides that the City will, using the County funds, design and construct the Project and thereafter the County would own and the City would operate the Project.
- D. The parties have decided that, instead of constructing the Northside Community Center, the County will substantially amend the Bond Ordinance (the "Amended Bond Ordinance") to provide for the construction of additional soccer fields, the development of internal park infrastructure to support a future tournament soccer facility and the construction of park improvements such as ramadas, restrooms and other necessary park amenities at Rillito Regional Park (the "Amended Project"). The County will carry out the Amended Project with currently remaining 2004 Bond funding of \$5,255,819 and new bond funding if approved by the voters of Pima County, and the County will continue to own, operate and maintain the Park.

Now, therefore, the parties agree as follows:

- 1. Amendment and Restatement. The IGA will be deemed to be completely superseded and replaced with this amended and restated agreement (this "Agreement") as of the Effective Date set forth below.
- 2. Project. The County will design and construct the Amended Project generally as described in the Amended Bond Ordinance, and will thereafter own, operate and maintain the Park pursuant to normal County practices. The County in consultation with the City will be responsible for scheduling of the Amended Project.
  - a. Master Plan. A Master Plan for the phased development of the Amended Project has been developed. The Master Plan is attached. (See Exhibit A). A phasing plan for development of the entire site is also attached and includes the Phase 1 improvements which will be funded with the remaining 2004 bond funds. Phase 2 will be completed with future bond funding for this project.
  - b. City Liaison. The City will provide a liaison to assist the County with the master planning, community participation process and each phase of development.
  - c. Initial Development. County will use the allocated funding that remains after the master planning process to design and, if sufficient funding is left, build portions of the first phase of the park development.
  - d. Development Phases. County will be diligent in identifying future funding to complete the phased Master Plan.
- 3. Effective Date; Term. This amendment will be effective as of the date executed by both parties, and will stay in effect for 25 years or until the entire site has been developed, whichever is longer.
- 4. General Terms.
  - a. Conflict of Interest. This Agreement can be terminated for a conflict of interest as set forth in A.R.S. § 38-511, the relevant portions of which are hereby incorporated by reference.
  - b. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Intergovernmental Agreement will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any City employees, or between City and any County employees. No 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.

- c. *No Third Party Beneficiaries.* Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement, or affects the legal liability of any party to this Agreement, by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- d. *Indemnification.* Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (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.
- e. *Compliance with Laws.* The parties will comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement.
- f. *Anti-Discrimination.* The provisions of A.R.S. § 41-1463 and Executive Order 75-5, as amended by Executive Order 99-4, issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Intergovernmental Agreement as if set forth in full herein.
- g. *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.
- h. *Compliance with Bond Requirements.* County agrees to comply with all applicable provisions of Pima County Code Chapter 3.06, "Bonding Disclosure, Accountability, and Implementation" and of the Bond Ordinance, as they now exist or may hereafter be amended.
- i. *Waiver.* Waiver by any party of any breach of any term, covenant or condition herein contained will 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.
- j. *Force Majeure.* A party will 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" means, 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 will exercise due diligence to remove such inability with all reasonable dispatch.~~

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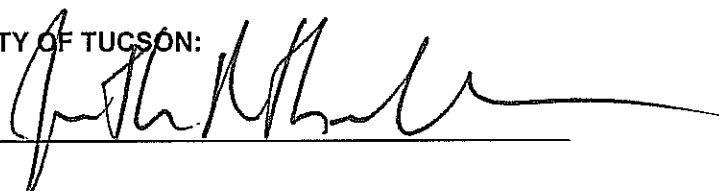
IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the dates written below.

PIMA COUNTY:

\_\_\_\_\_  
Chairman of the Pima County Board of Supervisors

\_\_\_\_\_  
Date

CITY OF TUCSON:

  
\_\_\_\_\_  
Jonathan Rothschild, Mayor  
Name and Title (Please Print)

\_\_\_\_\_  
June 18, 2013  
Date

ATTEST

\_\_\_\_\_  
Clerk of Board

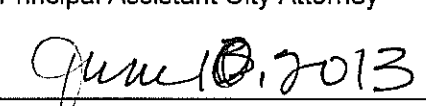
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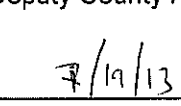
  
\_\_\_\_\_  
City Clerk June 18, 2013

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Principal Assistant City Attorney

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Deputy County Attorney

  
\_\_\_\_\_  
Date

## **Bond Improvement Plan**

### **ORDINANCE NO. 2004-18**

**(As Amended October 11, 2005 by Ordinance Number 2005 - 92; and April 4, 2006 by Ordinance Number 2006-21; and October 17, 2006 by Ordinance Number 2006-84; and April 10, 2007 by Ordinance Number 2007-33; and November 6, 2007 by Ordinance Number 2007-95; and April 1, 2008 by Ordinance Number 2008-25; and November 18, 2008 by Ordinance Number 2008-106; and April 21, 2009 by Ordinance Number 2009-40; and October 6, 2009 by Ordinance Number 2009-92; and April 13, 2010 by Ordinance Number 2010-24; and October 19, 2010 by Ordinance Number 2010-63; and December 7, 2010 by Ordinance Number 2010-70; and April 5, 2011 by Ordinance Number 2011-21; and October 18, 2011 by Ordinance Number 2011-79; and April 17, 2012 by Ordinance 2012-20)**

**ORDINANCE NO. 20132-\_\_20**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF PIMA COUNTY ARIZONA RELATING TO GENERAL OBLIGATION AND SEWER REVENUE BOND PROJECTS AMENDING ORDINANCE NUMBER 2004-18 BOND IMPLEMENTATION PLAN, MAY 18, 2004 SPECIAL ELECTION (AS AMENDED OCTOBER 11, 2005 BY ORDINANCE NUMBER 2005-92 AND APRIL 4, 2006 BY ORDINANCE NUMBER 2006-21 AND OCTOBER 17, 2006 BY ORDINANCE NUMBER 2006-84 AND APRIL 10, 2007 BY ORDINANCE NUMBER 2007-33 AND NOVEMBER 6, 2007 BY ORDINANCE NUMBER 2007-95 AND APRIL 1, 2008 BY ORDINANCE NUMBER 2008-25 AND NOVEMBER 18, 2008 BY ORDINANCE NUMBER 2008-106 AND APRIL 21, 2009 BY ORDINANCE NUMBER 2009-40 AND OCTOBER 6, 2009 BY ORDINANCE NUMBER 2009-92 AND APRIL 13, 2010 BY ORDINANCE NUMBER 2010-24 AND OCTOBER 19, 2010 BY ORDINANCE NUMBER 2010-63 AND DECEMBER 7, 2010 BY ORDINANCE NUMBER 2010-70 AND APRIL 5, 2011 BY ORDINANCE NUMBER 2011-21 AND OCTOBER 18, 2011 BY ORDINANCE NUMBER 2011-79 AND APRIL 17, 2012 BY ORDINANCE NUMBER 2012-20 ) FOR THE PURPOSE OF AMENDING THE SCOPE OF CERTAIN PROJECTS, AMENDING IMPLEMENTATION PERIODS FOR CERTAIN BOND PROJECTS, AND AUTHORIZING THE USE OF ADDITIONAL OTHER FUNDS TO FINANCE CERTAIN PROJECTS.**

**WHEREAS**, the Board of Supervisors adopted Chapter 3.06 of the Pima County Code titled "Bonding Disclosure, Accountability and Implementation;" and,

**WHEREAS**, in compliance with Chapter 3.06, the Board of Supervisors adopted Ordinance Number 2004-18, the "Bond Implementation Plan, May 18, 2004 Special Election;" and

**WHEREAS**, the Board of Supervisors, on October 11, 2005 enacted Ordinance Number 2005-92 and on April 4, 2006 enacted Ordinance Number 2006-21 and on October 17, 2006 enacted Ordinance Number 2006-84 and on April 10, 2007 enacted Ordinance Number 2007-33 and on November 6, 2007 enacted Ordinance Number 2007-95 and on April 1, 2008 enacted Ordinance Number 2008-25 and on November 18, 2008 enacted Ordinance Number 2008-106 and on April 21, 2009 enacted Ordinance Number 2009-40 and on October 6, 2009 enacted Ordinance Number 2009-92 and on April 13, 2010 enacted Ordinance Number 2010-24 amending Ordinance Number 2004-18 and on October 19, 2010 enacted Ordinance Number 2010-63 and on December 7, 2010 enacted Ordinance Number 2010-70 and on April 5, 2011 enacted Ordinance Number 2011-21 and on October 18, 2011 enacted Ordinance Number 2011-79 and on April 17, 2012 enacted Ordinance Number 2012-20 in compliance with provisions of Chapter 3.06; and

**WHEREAS**, the Board of Supervisors desires to amend Ordinance Number 2004-18 (as previously amended) in compliance with provisions of Chapter 3.06:

**NOW THEREFORE, IT IS HEREBY ORDAINED** by the Board of Supervisors of Pima County, Arizona:

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Ordinance Number 2004-18 (as previously amended is hereby amended as follows:



**Table 9**  
**Implementation Periods**

<b><u>Implementation Period</u></b>	<b><u>Fiscal Years</u></b>
1	2004/05 2005/06
2	2006/07 2007/08
3	2008/09 2009/10
4	2010/11 2011/12
5	2012/13 2013/14
6	2014/15 2015/16

D. **Question No. 4 - Parks and Recreational Facilities**

For the purpose of acquiring, developing, expanding, improving and equipping new and existing parks and recreational facilities in the County, including, without limitation, athletic fields, community centers, libraries, historic and cultural facilities and trails, and the acquisition or construction of real or personal property or interests or rights in property for such purpose and paying all expenses properly incidental thereto and to the issuance of such bonds, shall Pima County, Arizona be authorized to issue and sell general obligation bonds of the County in an aggregate principal amount not exceeding \$96,450,000?

**Table 13**  
**Projects in Question 4**

<b><u>Project</u></b>	<b><u>Bond Allocation</u></b>
<b>Cultural/Historic Resources Bond Program</b>	
Empirita Ranch Buildings Rehabilitation	\$ 400,000
Canoa Ranch Buildings Rehabilitation	2,700,000
Anza National Historic Trail	3,750,000
Fort Lowell Acquisition and San Pedro Chapel	3,000,000
Helvetia Townsite Acquisition	2,926
Steam Pump Ranch Rehabilitation	4,997,807
Binghampton Historic Buildings Rehabilitation	960,000
Marana Mound Community Site	50,000
Dakota Wash Site Acquisition	600,000
Coyote Mountains Sites Acquisition	800,000

<b><u>Project</u></b>	<b><u>Bond Allocation</u></b>
Honey Bee Village Acquisition	1,650,000
Performing Arts Center Rehabilitation	682,000
Tumamoc Hill Acquisition	1,337,074
Los Morteros Preservation	250,000
Pantano Townsite Preservation	50,000
Ajo Curley School Historic Art Institute	500,000
Dunbar School	1,218,000
<b>Total Cultural/Historic Resources Bond Program</b>	<b>\$22,947,807</b>
<b>Parks/Recreation Bond Program</b>	
<b>Pima County Parks</b>	
Flowing Wells Community Center	\$ 3,500,000
Southeast Regional Park/Shooting Range	3,500,000
Lighting of Existing Fields and New Sports Fields	3,600,000
Curtis Park - Flowing Wells East	2,650,000
Catalina Community Park	1,000,000
Dan Felix Memorial Park	573,000
Brandi Fenton Memorial Riverbend Park	4,000,000
Mehl-Foothills Park	2,000,000
Rillito Race Track	2,427,000
Kino Public Sports Field Lighting	650,000
Feliz Paseos Universal Access Park	1,000,000
Picture Rocks Pool	2,000,000
<b>Subtotal Pima County Parks</b>	<b>\$26,900,000</b>
<b>City of Tucson Parks</b>	
Eastside Sports Complex and Senior Center Site	\$ 6,000,000
Northside Community <u>Park</u> Center	5,500,000
Southeast Community Park	6,000,000
Houghton Greenway	1,400,000
Julian Wash Linear Park	3,700,000
Arroyo Chico	1,000,000
Atturbury Wash Sanctuary Land Acquisition and Expansion	1,200,000
Pantano River Park	3,500,000
Rio Vista Natural Resource Park	1,500,000
<b>Subtotal City of Tucson Parks</b>	<b>\$29,800,000</b>
<b>Other Jurisdiction Parks</b>	
<b>Town of Marana Parks</b>	
Cultural and Heritage Site	\$ 1,000,000
Tortolita Trail System	1,200,000
<b>Town of Sahuarita Parks</b>	
Anamax Park Multi-Use Ballfield	\$ 500,000

<u>Project</u>	<u>Bond Allocation</u>
Bicycle Lane on Sahuarita Road	1,500,000
<b>Town of Oro Valley Parks</b>	
Naranja Town Site Park	\$ 2,193
<b>Subtotal Other Jurisdiction Parks</b>	<b>\$ 4,202,193</b>
<b>Total Parks/Recreation Bond Program</b>	<b>\$60,902,193</b>
<b>Libraries Bond Program</b>	
Marana Continental Ranch New Library	\$ 4,500,000
Oro Valley Library Expansion	1,100,000
Wilmot Branch Library	7,000,000
<b>Total Libraries Bond Program</b>	<b>\$12,600,000</b>
<b>Total Question 4</b>	<b>\$96,450,000</b>

#### 4.31 Northside Community Center~~Community Regional Park~~

**Location:** This project will be located on the City of Tucson's north side and will serve an area of the community with a shortage of park facilities as defined in the City of Tucson Parks and Recreation Strategic Service Plan 2013.

**Scope:** This project includes the design and construction of ~~a new Community Center~~soccer fields and associated support facilities to serve north side residents. The design of the ~~community center~~soccer fields will be ~~determined~~confirmed through a public participation process. The ~~new facility~~fields will be developed on land purchased by the County, pursuant to Project 4.26, which is part of the at Rillito Racetrack/Regional Park.

**Benefits:** This project will provide ~~recreational facilities~~additional field sport opportunities for residents living in an area of the City of Tucson with a shortage of parks and recreational facilities. This project will address the community's need for parks and recreational facilities as identified in the City of Tucson Parks and Recreation Ten Year Strategic Service Plan 2013.

**Cost:** \$5,500,000, with Planning/Design being \$800,000~~?????~~, Construction being \$4,200,000, and Other being \$500,000.

**Bond Funding:** \$5,500,000

**Other Funding:** None identified at this time. ~~The City of Tucson will pursue other revenue sources, including Arizona Heritage Funds.~~

**Project Duration:** Planning, Design and Procurement Phases will require 13 to 15 months. Construction will require another 15 to 18 months.

**Implementation Period:** 1, 2, 3, 4, 5, 6

**Project Management:** ~~The City of Tucson~~Pima County will manage the project, pursuant to an intergovernmental agreement with ~~Pima County~~the City of Tucson.

**Future Operating and Maintenance Costs:** ~~The City of Tucson~~Pima County will own and operate the completed project. The additional annual operation and maintenance cost for this project is estimated to be ~~\$220,000~~120,000 for Phase 1 improvements. ~~This cost will be funded through the City of Tucson Operating Budget - General Fund.~~

ADOPTED BY THE  
MAYOR AND COUNCIL

June 18, 2013

RESOLUTION NO. 22075

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AMENDMENT NO. ONE TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE CITY OF TUCSON FOR THE 2004 PIMA COUNTY GENERAL OBLIGATION BOND CHANGING THE SCOPE OF THE PROJECT OF THE NORTHSIDE RECREATION CENTER RELATING TO RILLITO REGIONAL PARK (THE "AMENDED PROJECT"); AND DECLARING AN EMERGENCY.

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

SECTION 1. The Pima County Board of Supervisors is hereby requested to amend the 2004 Pima County Bond Implementation Ordinance as follows:

PR-4.3.1 Rillito Regional Park (the "Amended Project")

Change the scope of the project to state that the project will entail the design and construction of soccer fields and associated support facilities to serve north side residents.

Identify that Pima County will manage the project as well as own, operate and maintain the completed project.

SECTION 2. An Amended and Restated Intergovernmental Agreement between Pima County and the City of Tucson for the 2004 Pima County General  

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Obligation Bond relating to Rillito Regional Park (the "Amended Project") substantially amends the Bond Ordinance to provide for the construction of additional soccer fields, the development of internal park infrastructure to support a future tournament soccer


facility and the construction of park improvements, such as ramadas, restrooms and other necessary park amenities at Rillito Regional Park (the "Amended Project"), attached hereto as Exhibit "A," is approved.

SECTION 3. The Mayor is hereby authorized and directed to execute the said Amended Intergovernmental Agreement for and on behalf of the City of Tucson and the City Clerk is directed to attest the same.

SECTION 4. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

SECTION 5. 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 hereby 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, June 18, 2013.

  
\_\_\_\_\_  
MAYOR

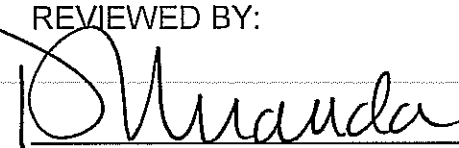
ATTEST:

  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

REVIEWED BY:

  
\_\_\_\_\_  
CITY MANAGER

BA:tl  
6/5/13