



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 10/03/2023
or Procurement Director Award: ☐

**=Mandatory, information must be provided*

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

City of Tucson

***Project Title/Description:**

IGA with City of Tucson for Operation and Maintenance of El Presidio Plaza and Parking Garage

***Purpose:**

Under this IGA the City will convey to Pima County the portions of city property that are within the boundaries of the Presidio Park ("Park"). Pima County will maintain, operate, and repair the Park at its expense so that it remains in good, clean and safe condition. The parties will grant each other easements or other rights of access to ensure that any infrastructure or utilities located on property now owned by the other party is maintained in its current location. The City will be responsible to restore and maintain at its expense the Lily Pad Fountain and the Clement Fountain. The anticipated completion date and reactivation of the Clement Fountain is Fall 2023. In addition, the City will be responsible to maintain the War Memorial and the various Public Art Installations located throughout the Park. Pima County will continue to maintain, operate and repair the Presidio Garage facility at their sole expense and retain all revenues generated by its operations.

***Procurement Method:**

Exempt Per Section 11.04.020.

***Program Goals/Predicted Outcomes:**

The Parties wish to modify the original 1966 agreement and formalized their rights and obligations with respect to the Park and Garage. This IGA conveys to Pima County a portion of the Park and provides for the operation, maintenance and repair of the El Presidio Plaza and Parking Garage and grants appropriate easements and access to allow both Parties to meet their obligations outlined in the IGA.

***Public Benefit:**

This IGA ensures the Park will continue to be "dedicated to the use of the public for public-park and related purposes". Additionally, it ensures the Park will be maintained with "a generally open and park-like atmosphere" for the public to enjoy.

***Metrics Available to Measure Performance:**

Well-maintained Park and Parking Garage. Beautiful, outdoor spaces that complement the area around the historic Courthouse and January 8th memorial and provide open, attractive spaces for the public to enjoy.

***Retroactive:**

No

TO: COB, 9-18-23⁽³⁾
VERS.: 1
PGS.: 19

SEP18'23AM0848 PD

THE APPLICABLE SECTIONS(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CTN

Department Code: FM

Contract Number: (i.e.,15-123): 24-027

Commencement Date: 10/03/2023 Termination Date: 10/02/2073 Prior Contract Number (Synergen/CMS): N/A

☐ Expense Amount \$: 0*

☐ Revenue Amount \$: 0

*Funding Source(s) required: No revenue and no expense

Funding from General Fund? ☐ Yes ☒ No If Yes \$: %

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

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 22-10

Amendment / Revised Award Information

Document Type: Department Code: Contract Number:

Amendment Number: AMS Version:

Commencement Date: New Termination Date: Prior Contract Number.(Synergen/CMS):

☐ Expense ☐ 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):

Commencement Date: Termination Date: Amendment Number:

☐ Match Amount: \$ ☐ Revenue Amount: \$

*All Funding Source(s) required:

*Matching Funding from General Fund? ☐ Yes ☐ No If Yes, \$ %

*Matching 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: Tony Cisneros Telephone: 520-724-3037

Department: Facilities Management

Department Director Signature: Date: 9-14-2023

Deputy County Administrator Signature: Date: 9-15-2023

County Administrator Signature: Date: 9/15/2023

CTN-FM-24*027

ADOPTED BY THE
MAYOR AND COUNCIL

July 18, 2023

RESOLUTION NO. 23647

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUCSON AND PIMA COUNTY FOR THE OPERATION AND MAINTENANCE OF THE EL PRESIDIO PLAZA AND PARKING GARAGE; AND DECLARING AN EMERGENCY.

WHEREAS, on August 15, 1966, the City of Tucson (City) and Pima County (County) entered into agreement Arizona R-8, Pueblo Center Redevelopment Project which centered on the construction of the El Presidio Park and Garage; and

WHEREAS, since the construction of the El Presidio Park (Park) and El Presidio Garage (Garage), the City has controlled and maintained the Park and County has controlled the operations, maintenance, and repair of the Garage. County has shared equally with the City the net revenues (net of cost of operation, repair, and maintenance) generated by the Garage; and

WHEREAS, County and City now wish to modify and formalize their rights and obligations with respect to the Park and Garage. The 1966 Arizona R-8 agreement will be terminated and be superseded by this new Intergovernmental Agreement (IGA);

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

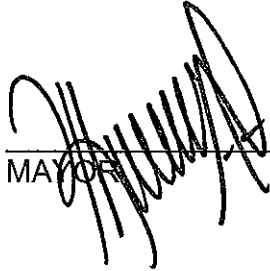
SECTION 1. The IGA between Pima County and City of Tucson for Operation and Maintenance of the El Presidio Plaza and Parking Garage, attached hereto as Exhibit A, is approved.

SECTION 2. The Mayor is authorized and directed to execute the said IGA for and on behalf of the City and the City Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

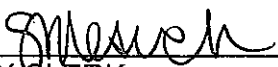
SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health, and safety of the City that this Resolution become immediately effective, an emergency is hereby declared to exist, and this Resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, July 18, 2023.



MAYOR

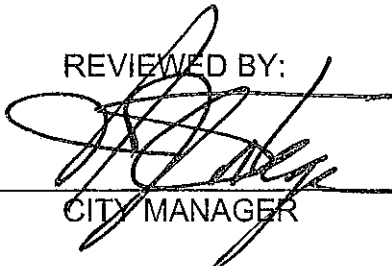
ATTEST:



CITY CLERK

APPROVED BY:


CITY ATTORNEY

REVIEWED BY:


CITY MANAGER

CA/dv
06/29/2023

**Intergovernmental Agreement
between
Pima County and City of Tucson
for
Operation and Maintenance of the El Presidio Plaza and Parking Garage**

This Intergovernmental Agreement (“IGA”) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“**County**”) and the City of Tucson, a municipal corporation (“**City**”) pursuant to A.R.S. § 11-952.

1. Background and Purpose.

- 1.1. County and City 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.
- 1.2. City owns Pima County Assessor tax parcels 11720007A, 11720007B, 11720008B, 11720008C, and 117200090, being a part of Block 503, shown on the plat of the Pueblo Center Redevelopment Project, recorded in Book 20 of Maps & Plats at Page 13 (the “**City Property**”). County owns Pima County tax parcels 11700110, 11720010A, 11720010B and 11720010C, also being a part of Block 503, shown on the plat of the Pueblo Center Redevelopment Project, recorded in Book 20 of Maps & Plats at Page 13 (the “**County Property**”).
- 1.3. City intends to convey parcel 117200090 to County. City and County have worked together with the understanding that County has full ownership of parcel 11720010A. Parcel 11720010A was originally created for use as a park before there was an associated plat. To ensure on a future basis that any City residual rights in parcel 11720010A are conveyed to County, City will also include any remaining ownership interest in parcel 11720010A in the Deed from City to County. Both parcels 117200090 and 11720010A are more particularly described in **Exhibit A** and depicted in **Exhibit A-1** for inclusion and use in the associated Deed. City and County will also grant reciprocal utility and access agreements across their respective holdings to allow County to operate the Presidio Garage located underneath County Property and to allow City to operate City Hall on the City parcels.
- 1.4. County’s Historic Courthouse is located on parcel 117200110 of the County Property. City Hall is located on parcel 11720007A of the City Property. The area between City Hall and the Historic Courthouse, primarily consisting of parcels 117200090, 11720010A, 11720010B and 11720010C, is improved as a public park that includes various amenities such as walkways, landscaped areas, and seating areas (the “Park”).
- 1.5. The Park includes a number of features (together, the “**Public Art Installations**”), as listed on **Exhibit B**. Specific Public Art Installations will be referred to using the name assigned to it on Exhibit B.

- 1.6. An underground parking structure (the “**Garage**”) is located below the surface of the Park.
- 1.7. County and City entered into an agreement dated August 15, 1966, regarding Project No. Arizona R-8, Pueblo Center Redevelopment Project (the “**1966 Agreement**”), regarding the construction of the Park and Garage. County and City agreed that, after construction:
 - 1.7.1. The Park would be “dedicated to the use of the public for public-park and related purposes,” and maintained with “a generally open and park-like atmosphere.”
 - 1.7.2. Changes to the Park would require the agreement of both parties.
 - 1.7.3. The parties would share equally in the costs and revenues associated with the operation of the Garage.
 - 1.7.4. The operation of the Garage would be by mutual agreement of the parties.
- 1.8. Since construction, City has controlled and maintained the Park.
- 1.9. Since construction, County has controlled the operation, maintenance, and repair of the Garage. County has shared equally with City the net revenues (net of the cost of operation, repair, and maintenance) generated by the Garage.
- 1.10. The parties wish to modify and formalize their rights and obligations with respect to the Park and Garage.
2. **1966 Agreement.** This IGA supersedes the 1966 Agreement and controls the parties’ obligations and rights with respect to the Park and Garage. The 1966 Agreement, if and to the extent it is still in effect, is hereby terminated.
3. **Park.**
 - 3.1. **Property Conveyance.** Upon final approval and execution of this IGA, City and County agree that their respective holdings will conform to the new lots shown on Exhibit A and Exhibit A-1 (the “**Property**”).
 - 3.2. **Parcel Transfer.** By adoption of this IGA, City and County approve the transfer of parcels 117200090 and 11720010A. The transfer includes the following terms: City and County agree to respectively convey the parcels owned by City to County.
 - 3.3. **Utility Access.** County agrees to allow City to maintain underground access and utility service from City Hall to the Presidio Garage, and to allow any Tucson Electrical Power or other electrical facilities or utility services located on County Property to continue to serve City Hall. In addition, City agrees to allow County to maintain vehicle access and electrical service (and other utility service) to the Presidio Garage across the City Property. County and City agree to execute quit claim deeds for respective easements to allow all existing underground access and utilities as of the date of this conveyance that

may be located on the parties' property and are used to provide service or access to property of the other party to continue to be used for such access.

3.4. **Public Art Installations.**

3.4.1. **Fountains: Restoration or Removal.** The Lily Pad Fountain and Clement Fountain are not currently functioning and are in need of extensive repair and refurbishment. City must do one of the following with respect to each Fountain no later than January 1, 2024: (1) commence City efforts to fully repair and restore it—including, for the Clement Fountain, any repairs necessary to provide for a waterproofing system—and make any necessary repairs or changes to the electrical system and water lines to serve the Fountain; (2) remove the Fountain and restore all damage caused by the removal so that the site blends in with the surrounding hardscaping and landscaping.

Currently, there is no water service to either the Clement Fountain or the Lily Pad Fountain. If City intends to restore the Fountains rather than remove them, City must install a new water system connected to the existing City water meter no later than 120 days after the effective date of this IGA. City must coordinate this installation with County. County will, at City's request, convey to City an easement for installation, use, and maintenance of any portion of the line that is installed within County Property.

If City fails to timely repair or remove either Fountain, County may in its discretion decommission it, following City's process, and remove or demolish it.

3.4.2. **Repair and Maintenance of Public Art Installations Generally.** City will maintain, and as necessary repair or replace—or, at City's option, remove—each of the Public Art Installations during the Term of this IGA. If City allows any Public Art Installation to fall into disrepair and fails to correct the problem within ninety days after written notice from County, County may at its discretion decommission the Public Art Installation, following City's process, and remove or demolish it. If City repairs either Fountain, as provided in paragraph 3.4.1 above, City will cause the Fountain to run and will at its expense furnish all necessary water and electricity to run the Fountain. City and County acknowledge that Fountain may not run occasionally due to periodic maintenance, weather conditions, or other unanticipated circumstances.

3.5. **Maintenance, Operation, and Repairs.** Except as provided above regarding the Public Art Installations, County will maintain, operate, and repair the Park at its expense so that it remains in a good, clean, and safe condition. This includes repairing, and if necessary, replacing damaged improvements so that they are kept in good working order.

3.6. **Improvements and Modifications.** Except as specifically provided above, County may improve and modify the Park in its discretion, provided that it is maintained in a good condition, as set forth above, and is used for public recreational park purposes.

- 3.7. **Special Events.** County will from time to time issue licenses to private parties for the temporary exclusive use of the Park, or areas within the Park, to hold special events.
- 3.8. **Mutual Easements, Licenses, and Rights of Access.** Mutual easements, licenses, and rights of access are addressed more specifically in **Exhibit C**.
4. **Garage.**
- 4.1. **Maintenance, Operation, and Repairs.** County will maintain, operate, and repair the Garage at its expense.
- 4.2. **Revenue.** County will retain all revenue generated by its operation of the Garage from and after July 1, 2020.
- 4.3. **City Parking.** County and City will enter into separate agreements for City's reservation/use of parking spaces in the Garage under standard terms and conditions and fees consistent with the rates charged for similar County parking facilities in the downtown area.
5. **Term.** This IGA will be effective on the date it is fully executed by both parties and will continue for a period of 50 years unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties. Expiration or earlier termination will not relieve either party from liabilities or costs already incurred under this IGA, nor affect ownership of property, which will remain owned by the party in whose name it is titled.
6. **Indemnification.** City will indemnify, defend and hold harmless County from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) ("claims") for bodily injury of any person (including death) or property damage caused by any incident that involves any Public Art Installation in the Park, except to the extent caused by a negligent or intentionally wrongful act or omission of County or of any of its officers, agents, employees, or volunteers. County will indemnify, defend and hold harmless City from and against any and all claims for bodily injury of any person (including death) or property damage, caused by an incident occurring within the Park, except to the extent that it is related to a Public Art Installation as provided in the previous sentence or is caused by a negligent or intentionally wrongful act or omission of City or of any of its officers, agents, employees, or volunteers.
7. **Insurance.** Each party warrants that it is self-insured or otherwise maintains adequate insurance to fully cover its liability under this IGA. County will include the Park in its inventory of property covered by its self-insurance trust.
8. **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.

9. **Non-Discrimination.** 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 in the course of carrying out their duties under this IGA. The parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference.
10. **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.
11. **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.
12. **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.
13. **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 Tucson City Council does not appropriate sufficient monies for the purpose of maintaining this IGA. 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.
14. **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.
15. **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.
16. **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.
17. **Amendment.** This IGA may only be modified, amended, altered or changed by written agreement signed by the Parties.
18. **Legal Jurisdiction.** Nothing in this IGA either limits or extends the legal jurisdiction of City or County.

19. **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.
20. **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:

County Administrator
115 N. Church Ave., Suite 231
Tucson, AZ 85701

City:

Tucson City Manager
255 W. Alameda, 10th Floor
Tucson, AZ 85701

21. **Counterparts.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.
22. **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.

PIMA COUNTY:

Chair
Board of Supervisors

ATTEST:

Clerk of the Board

CITY OF TUCSON:



Mayor, Regina Romero

July 18, 2023

Date:

ATTEST:



City Clerk, Suzanne Mesich

July 18, 2023

Date:

Intergovernmental Agreement Determination

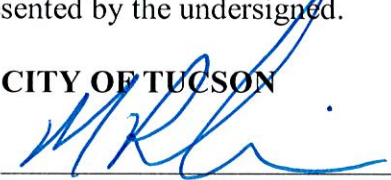
The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY:



Bobby Yu, Deputy County Attorney

CITY OF TUCSON



City Attorney, Mike Rankin

July 18, 2023

Date:

EXHIBIT "A"

Lots 4 and 5 in Block 503 of Pueblo Center, a subdivision plat recorded in Book 20 of Maps and Plats at Page 13, recorded in the office of the Pima County Recorder, Arizona, being a portion of Section 12, Township 14 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona.

Except all those portions of the above described property quitclaimed to Pima County by that certain Quitclaim Deed recorded in the Office of the Pima County Recorder on March 28, 2018 in Seq #20180870385.



El Presidio Park Public Art, Monuments Memorials

Photo Number	Image	Date Installed	Location/Other
PA 150235 PA 150236	Haskin Lily Pad Foutain	1969-1970	Southwest corner, origianl to El Presidio Park design (Blanton and Co. 1968-1972)
PA 150237 PA 150238	DAR plaque	1929	Central and west, predates Blanton and Co. design, associated with earlier park and was placed in 1929
PA 150239 PA 150240	MacNeil Scuplture in Round	1969-1970	Central and west, north of DAR plaque, origianl to El Presidio Park design (Blanton and Co. 1968-1972)
PA 150241	Haskin Flayed Figure	1972-1973	Northeast corner, immediately replaced original piece and contemporaenous with Blanton and Co. design (currently fenced, can be seen in far distance)
PA 150242	Clement Fountain	1969-1970	Central, origianl to El Presidio Park design (Blanton and Co. 1968-1972)
PA 150243	JFK and rose garden	1964	Central , north of Clement Fountain, predates Blanton and Co. design, possibly associated with original clearing for park preparation ca. 1964
PA 150244	McCain Leather Soldier	1980s	Southeast, post dates Blanton and Co. design, however, this location was an origianl park fountain, the Bellomo Fountain-this location marked the southeast edge of the original park design
PA 150245	McCain Leather Soldier	1980s	Southeast, post dates Blanton and Co. design, however, this location was an origianl park fountain, the Bellomo Fountain-this location marked the southeast edge of the original park design
PA 150246	Mormon Battalion	Unknown	Central and west, north of Haskin Lily Pad, postdates the Blanton and Co. design
PA 150247	Battle of the Bulge	Unknown	Central and west, east of Clement Fountain, postdates the Blanton and Co. design
PA 150248	War Memorials	1980s	Central and west, east of Battle of the Bulge, memorial plaques postdate the Blanton and Co. design but the hardscape is shown on 1968 plans
PA 150249	Stephen Frank Jacobs	2019	Central and south, postdates the Blanton and Co. design

Legena

Original to El Presdio Park

Predates El Presidio Park

El Presidio Park Public Art, Monuments & Memorials

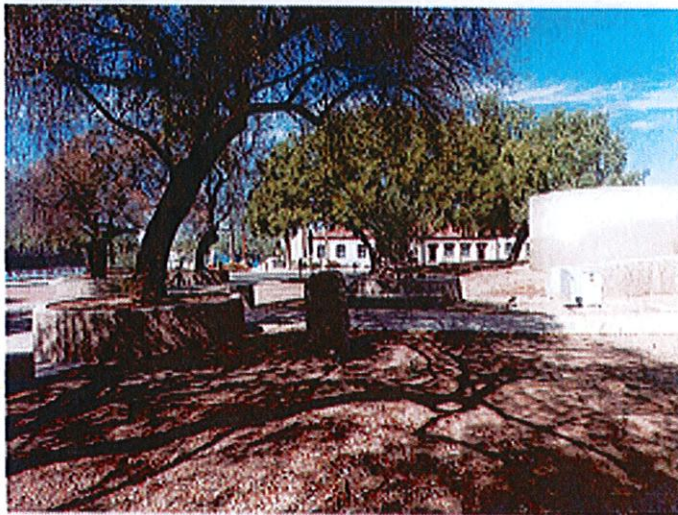
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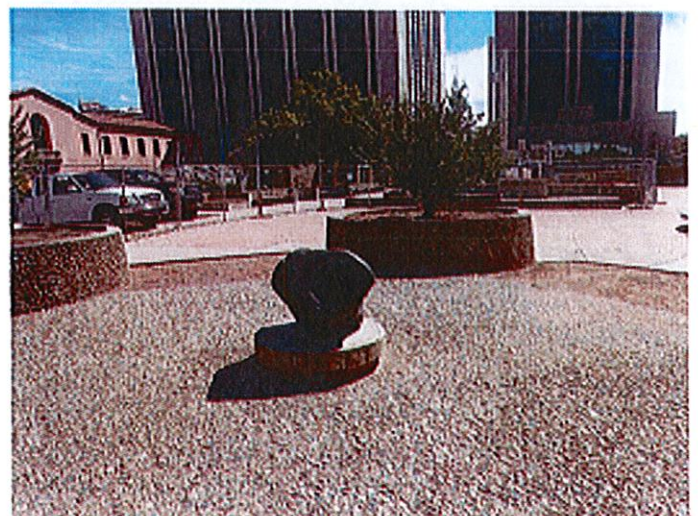
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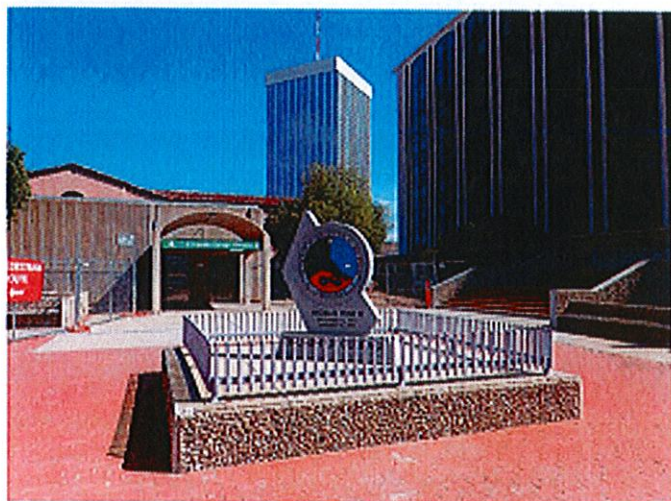
PA150246



November 3, 2020

El Presidio Park Public Art, Monuments & Memorials

PA150247



PA150248



PA150249



EXHIBIT C, MUTUAL EASEMENTS, LICENSES, AND RIGHTS OF ACCESS

- A. The City of Tucson ("City") owns parcels 11720007A, 11720007B, 11720008B, and 11720008C, being Lots 2 and 3, Block 503, as shown on the plat of the Pueblo Center Redevelopment Project, recorded in Book 20 of Maps & Plats at Page 13.
- B. Pima County ("County") owns parcels 11700110, 11720010A, 11720010B, and 11720010C, and 117200090, being Lots 4, 5 and 6, Block 503, as shown on the plat of the Pueblo Center Redevelopment Project, recorded in Book 20 of Maps & Plats at Page 13.
- C. The City's parcels house City Hall and provide access to it. The County's parcels house the County's Historic Courthouse, the January 8th Memorial, parks, and other various memorials, and the El Presidio Parking Garage.
- D. Since 1966, both parties have simultaneously used these respective areas for public access, employee access, and utility service to their respective properties. Some of these utility easements and public/private accesses are memorialized in utility easements, general easements, and licenses; but is not presently clear whether all such locations have been identified, nor whether all public utilities and public or employee access points are entirely located in any established locations.
- E. With the City Quitclaiming its interest in parcels 1172090090 and 11720010A to the County, and with simultaneous use of the parcels for parks, a parking garage, and public offices and meeting rooms, it is important that each party's use of its respective properties remains intact, even if those uses may not be located in or on presently perfected easements, rights-of-access, or licenses.
- F. Each party shall be entitled to perfect any easement, license, or right of access granted under this instrument pursuant to the terms established below.
- G. Each party shall approve any easement, license, or right of access entitled to be requested under the terms of this Exhibit.

Now, therefore, the City and the County hereby agrees to grant each other with certain presently undesignated easements for utility and public access:

1. The City agrees to grant to the County, without cost, any easement, right of access, or license necessary to allow or retain the same public access and Pima County access, and any utility service to the El Presidio Garage, parks, memorials, or the

Historic Courthouse as may exist as of the date of adoption of the Intergovernmental Agreement Between Pima County and City of Tucson for Operation and Maintenance of the El Presidio Plaza and Parking Garage. Such conveyances shall also include reasonable access for maintenance and replacement of infrastructure installed as of that same date.

2. The County agrees to grant to the City, without cost, any easement, right of access, or license necessary to allow or retain the same public access and City of Tucson access, and any utility service to City Hall as may exist as of the date of adoption of the Intergovernmental Agreement Between Pima County and City of Tucson for Operation and Maintenance of the El Presidio Plaza and Parking Garage. Such conveyances shall also include reasonable access for maintenance and replacement of infrastructure installed as of that same date.
3. Each party shall bear their respective costs of locating, surveying, describing, creating, recording, or otherwise formalizing any easement, license, or right of access granted by this Exhibit.
4. Each party shall approve--or provide written notice of any reason(s) for denial of--any such easement, license, or right-of-access within sixty (60) days of being provided a request pursuant to this Exhibit. After receipt of a written denial, the City Manager and County Administrator shall meet and confer with thirty (30) days to discuss an appropriate resolution of any controversy. No Notice of Claim may be filed nor any legal action to enforce any right conferred by this Exhibit may be commenced until after this meeting has been concluded, or unless such a meeting shall have not been concluded within the 30-day period.
5. The Pima County Administrator and the City of Tucson Manager and their respective staff have authority to approve any easement, right-of-access, or license granted pursuant to this Exhibit without obtaining approval of each party's respective governing body.
6. The terms of the "Intergovernmental Agreement Between Pima County and City of Tucson for Operation and Maintenance of the El Presidio Plaza and Parking Garage" shall otherwise apply, including the provision of notice, term, choice of laws, and any other subject included in that Agreement.