



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 02/19/19

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Town of Marana

***Project Title/Description:**

Environmental Educational Services and Programming

***Purpose:**

The NRPR department will provide environmental education programs at specific locations within the Town of Marana's jurisdiction. The classes will be available to the general public and not limited to Marana residents.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

To promote healthy and active lifestyles through community partnerships and high quality recreational programming.

***Public Benefit:**

This IGA will promote wellness by offering the public opportunities to commune with nature by experiencing outdoor recreational opportunities. A secondary benefit to this IGA is that Pima County will receive 75% of all participant registration fees.

***Metrics Available to Measure Performance:**

None

***Retroactive:**

No

To: CoB 2-4-2019(2)
Vers.: 1
pgs.: 8

Contract / Award InformationDocument Type: CTN Department Code: PR Contract Number (i.e., 15-123): 19-0127Effective Date: 03/01/2019 Termination Date: 06/30/2023 Prior Contract Number (Synergen/CMS): _____☐ Expense Amount: \$* _____ ☒ Revenue Amount: \$ 5,000.00***Funding Source(s) required:** General FundFunding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No**If Yes, is the Contract to a vendor or subrecipient?** _____Were insurance or indemnity clauses modified? ☐ Yes ☒ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☒ No*If Yes, attach the required form per Administrative Procedure 22-73.***Amendment / Revised Award Information**

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____Is there revenue included? ☐ Yes ☐ No If Yes \$ _____***Funding Source(s) required:** _____Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____***All Funding Source(s) required:** _____***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____Contact: Robert PadillaDepartment: Natural Resources, Parks and Recreation Telephone: 724-5235Department Director Signature/Date: [Signature] 1/31/19Deputy County Administrator Signature/Date: [Signature] 2/1/19County Administrator Signature/Date: [Signature] 2/1/19
(Required for Board Agenda/Addendum Items)

CONTRACT	
NO.	CTN-PR-19-127
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

**INTERGOVERNMENTAL AGREEMENT FOR EDUCATIONAL
SERVICES AND PROGRAMMING BETWEEN THE TOWN OF
MARANA AND PIMA COUNTY**

This INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA ("Town"), an Arizona municipal corporation, and PIMA COUNTY ("County"), a body politic and corporate of the State of Arizona. The Town and County may be collectively referred to as Parties ("Parties"), each of which may individually be referred to as Party ("Party") herein.

RECITALS

A. In October 2017, the Town of Marana Council adopted the Town of Marana Strategic Plan Four, identifying Recreation as one of its five focus areas, with the principle statement: "We will promote healthy and active lifestyles through dynamic programming, community partnerships, and high-quality recreational amenities for Marana residents and visitors," and the initiative statement of using recreation facilities and partnerships with recreation contractors to provide exceptional programming to achieve that goal.

B. Pima County Natural Resources, Parks and Recreation offers environmental education and interpretive programs to citizens, adding a vital dimension to the lives of residents and visitors in the community.

C. The Parties desire to partner together to provide educational services and programming at various Town of Marana facilities and sites.

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

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants, conditions and agreements set forth in this Agreement, the Parties agree as follows:

Article 1. Purpose

The purpose of this Agreement is to establish the rights and responsibilities of the Parties regarding the delivery of environmental education and interpretive programs by County at designated Town parks, trails, preserves, and facilities.

Article 2. Scope of Services

2.1 County will provide environmental education classes and programming targeted at youth, teenagers, and adults at designated Town locations.

2.2 The Parties will mutually develop and agree upon a joint schedule of classes, which may be adjusted and amended by the Parties during the term of this Agreement without requiring amendment of this Agreement.

Article 3. County Responsibilities

During the term of this Agreement, County will:

3.1 Provide curriculum and materials for each class.

3.2 Select, employ, train, place, and supervise qualified instructors.

3.3 Pay wages and benefits, if applicable, for instructors.

3.4 Hold classes published in the schedule of classes if minimum enrollment is met.

3.5 Create additional class selections based upon Town's curriculum selection from County's bank of courses, but only if there is such a demand that County, in its sole discretion, deems additional class selections as necessary and prudent.

3.6 Be responsible for the safety and well-being of students during the scheduled times and dates of instruction.

3.7 Ensure the condition of the instructional site is returned to the same condition in which it was received at the beginning of the class.

3.8 Ensure compliance with all Town rules and regulations related to the use of Town facilities.

Article 4. Town Responsibilities

During the term of this Agreement Town will:

4.1 Promote the environmental education classes and programming throughout the Town.

4.2 Provide Town facilities appropriate for the topic and learning environment, which may include, without limitation, parks, trails, or preserves.

4.3 Accept registration and collect payment from students registering for classes.

4.4 Coordinate access and provide instructor entry to Town facilities as needed.

4.5 Provide Town personnel contacts for coordinating logistics.

4.6 Honor the published calendar of courses and prepare a calendar of courses for future publication in the schedule of classes.

4.7 Ensure safe maintenance of parking lots, driveway areas, landscaping, lighting and alarm systems as owner of the facilities used.

4.8 Collect feedback from students/parents on the learning experience of each student for each class, summarize this information, and provide it to County.

Article 5. Financing

5.1 The environmental education classes and programming provided pursuant to this Agreement will be funded entirely through registration fees paid by program participants, as set forth in this Article.

5.2 County will establish registration fees for the classes and programming, including, without limitation, discounted fees for Pima County Environmental Education annual pass holders.

5.3 Town will publish and collect all registration fees, as those fees are determined and established by County, for the classes and programming.

5.4 Within seven days of the end of each class or program, Town will provide to County a roster of participants registered in each class or program.

5.5 County will invoice Town in an amount equal to 75% of each paid participant's base registration fee, not including any non-resident fees collected by the Town. County must submit invoices within the fiscal year when services were rendered. If a service crosses over from one fiscal year to another, the invoice will be submitted in the new fiscal year.

5.6 Town must pay all invoices submitted by County pursuant to this Agreement within 30 calendar days of receipt of the invoice.

5.7 Town will not charge County any fees for the use of Town's facilities.

Article 6. Term and Termination

6.1 This Agreement commences March 1, 2019 ("Effective Date"), and expires on June 30, 2023, unless earlier terminated by either Party in accord with the terms of this Agreement. The term of this Agreement may be extended by written amendment signed by both Parties.

6.2 This Agreement may be terminated under the following circumstances:

6.2.1 This Agreement may be terminated by either Party without cause with 60 days' written notice to the other Party.

6.2.2 A Party may terminate this Agreement for material breach of the Agreement by the other Party. Prior to any termination under this paragraph, the Party allegedly in default shall be given written notice by the other Party of the nature of the alleged default. The Party said to be in default will have 45 days to cure such default. If the default is not cured within that time, the non-defaulting Party may terminate this Agreement. Any such termination will not relieve either Party from liabilities or costs already incurred under this Agreement.

6.2.3 This Agreement may 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.

6.2.4 Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, there are not sufficient appropriated and available funds for the purpose of maintaining this Agreement. In the event of such cancellation, the Parties shall have no further obligation to each other, other than for payment of services rendered prior to termination.

Article 7. Access to Records

7.1 The Parties will maintain books, records, documents, and other evidence directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. Each Party will have access to such books, records, documents, and other evidence for inspection, audit and copying and will provide proper facilities for such access and inspections.

7.2 Audits conducted under this Article will be performed in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency.

7.3 The Parties agree to disclose all information and reports described in Section 7.1 of this Article, to a Party's auditor, provided that (1) the audited Party is afforded the opportunity for an audit exit conference; (2) the audited Party has an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report; and (3) the final audit report will include written comments of reasonable length, if any, of the audited Party. Educational records provided pursuant to the Agreement will be used solely for the purposes of this Agreement and will not be disclosed except as provided by law, including, without limitation, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g.

Article 8. Compliance with Laws

8.1 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.

8.2 The Parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09, which supersedes Executive Order 99-4 and amends Executive Order 75-5, and which is hereby incorporated into this Agreement as if set forth in full herein. During the performance of this Agreement, 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.

8.3 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.

8.4 The Parties hereby certify that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the Parties' employment of its employees, and with the requirements of A.R.S. § 23-214 (A).

Article 9. Indemnification

To the fullest extent permitted by law, each Party (as "indemnitor") will defend, indemnify and hold harmless the other Party (as "indemnitee"), its officers, officials, employees, agents, volunteers, successors, and assigns (the "indemnified group") from and against any and all claims, damages, losses, liabilities and expenses of any nature whatsoever (including but not limited to reasonable attorneys' fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense) relating to, arising out of, resulting from or alleged to have resulted from the indemnitor's omissions, negligence, or willful misconduct relating to any action or inaction of this Agreement (collectively, "claims") including but not limited to work, services, acts, errors, mistakes, or omissions in the performance of this Agreement by anyone directly or indirectly employed by or contracting with the indemnitor, or any person for whose acts and liabilities are the obligation of the indemnitor. If any claim, action or proceeding is brought against the indemnified group, indemnitor must, at its sole cost and expense, resist or defend such claim or action on behalf of the indemnified group, but only to the extent that such claims result in vicarious/derivative liability to the indemnitee and are caused by the omission, negligence, or willful misconduct of the indemnitor, its officers, officials, agents, employees or volunteers; provided, however, that the indemnitor shall have no obligation to indemnify the indemnified group for the indemnified group's negligence (passive or otherwise) or willful misconduct. The indemnity provisions of this Agreement survive the termination of this Agreement.

Article 10. Insurance

The Parties agree that they shall maintain for the duration of this Agreement policies of public liability insurance sufficient to cover all of their obligations undertaken in the implementation of this Agreement.

Article 11. No Joint Venture

It is not intended by this Agreement to, and nothing contained in this Agreement may be construed to create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between the Parties. No Party hereto shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other.

Article 12. Workers' Compensation

For purposes of Workers' Compensation, an employee of a Party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another Party pursuant to this specific Agreement, is deemed to be an employee of both Parties, as provided in A.R.S. § 23-1022(D). The primary employer of

such employee shall be solely liable for payment of Workers' Compensation benefits for the purposes of this paragraph. Each Party will comply with the notice provisions of A.R.S. § 23-1022(E).

Article 13. No Third Party Beneficiaries

This Agreement is intended to govern the rights and duties of the contracting Parties only and is not intended to confer on any third party any rights or benefits which would not exist in the absence of this Agreement.

Article 14. Notices

All notice requests and authorizations provided for in this Agreement must be in writing and delivered or mailed, addressed as follows:

Town: TOWN OF MARANA
Attention: Town Manager
Address: 11555 W. Civic Center Drive
Marana, Arizona 85653

With a copy to: TOWN OF MARANA
Attention: Parks and Recreation Director
11555 W. Civic Center Drive
Marana, Arizona 85653

County: PIMA COUNTY
Attention: Natural Resources, Parks and Recreation Director's Office
3500 W. River Road
Address: Tucson, Arizona 85741

Article 15. Waiver

Neither Party's waiver of the other's breach of any term or condition contained in this Agreement will be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

Article 16. Remedies

Either Party may pursue any remedies available to it for the breach of this Agreement, and no right or remedy is intended to be exclusive of any other right or remedy existing at law or at equity or by virtue of this Agreement.

Article 17. 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" 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 will exercise due diligence to remove such inability with all reasonable dispatch.

Article 18. Construction of Agreement

18.1 This Agreement is governed by and will be construed and enforced in accordance with the laws of the State of Arizona.

18.2 This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.

18.3 This Agreement may not be changed or modified except by written agreement signed by all Parties

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below their representatives' respective signatures.

"TOWN":

THE TOWN OF MARANA, an Arizona
municipal corporation

"COUNTY":

PIMA COUNTY, a body politic and corporate
of the State of Arizona

By: _____
Mayor

By: _____
Chairman, Board of Supervisors

Date: _____

Date: _____

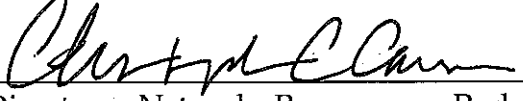
ATTEST:

ATTEST:

Town Clerk

Clerk of the Board

APPROVED AS TO CONTENT:

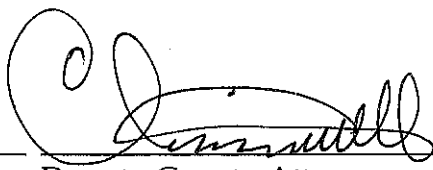


Director, Natural Resources, Parks &
Recreation

ATTORNEY CERTIFICATION

Pursuant to A.R.S. § 11-952, the undersigned public agency attorneys have determined that the foregoing Intergovernmental Agreement between the Town of Marana and Pima County is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Party represented by the respective undersigned attorney.

Town Attorney
Town of Marana



Deputy County Attorney
Pima County