



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: March 3, 2020

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

State of Arizona, acting by and through its Department of Transportation

**\*Project Title/Description:**

Intergovernmental Agreement (IGA) between the State of Arizona, through the Arizona Department of Transportation, and Pima County, for the designation of US-80 as a Historic Roadway

**\*Purpose:**

The Arizona Parkways, and Historic and Scenic Roads Advisory Committee has recommended that non-Arizona State Highway segments of Old US Route 80 be designated as a Historic Roadway, based on the evaluation of the Historic Arizona U.S. Route 80, Historic Highway Designation Application, prepared by the Tucson Historic Preservation Foundation in May 2016. Pursuant to Arizona Revised Statutes §§ 41-512 and 41-518, on January 19, 2018, the Arizona State Transportation Board unanimously voted to designate all non-Arizona State Highway segments of Old US Route 80 as a Historic Roadway. In accordance with Arizona Administrative Code, Article 8, Section R17-3-807, Pima County agrees, via the IGA, to install and maintain signage noting the designation of 1.26-miles of Benson Highway from S Country Club Road to S Alvernon Way (Segment 1); 1.22-miles of Benson Highway from 500ft south of the intersection of Benson Highway and Alvernon Way to S Valencia Road (Segment 2); 10.91-miles of East Marsh Station Road from I-10 milepost 281 to milepost 291 (Segment 3); and 2.16-miles of Old Vail Road from Colossal Cave Road to the northwest (Segment 4).

**\*Procurement Method:**

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

**\*Program Goals/Predicted Outcomes:**

A total of five (5) signs, meeting ADOT specifications, will be procured, installed, and maintained by Pima County for Segments 1-4 of Historic US Route 80 in unincorporated areas of Pima County.

**\*Public Benefit:**

The Arizona segment of US-80 has served as an economic and cultural arterial that connected rural communities with urban cores for almost 100 years. The addition of signs identifying the historic designation publicizes the significance of this historic highway and continues to promote a sense of place connecting past and present communities.

**\*Metrics Available to Measure Performance:**

Signage noting historic designation of roadway Segments 1-4 are installed and maintained.

**\*Retroactive:**

No

To: COB- 2-19-20  
Ver. - 1  
075- 8 (1)

**Contract / Award Information**

Document Type: CTN Department Code: TR Contract Number (i.e.,15-123): 20\*109  
Effective Date: 3/3/2020 Termination Date: Perpetual Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount: \$\* \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: HURF Funds  
Fund - 2000, Dept - TR, Unit - 2851

Funding 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 22-10.

**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: Ana Olivares

Department: Department of Transportation Telephone: 520-724-6410

Department Director Signature/Date: Ana M. Olivares 2/18/2020

Deputy County Administrator Signature/Date: [Signature] 2/19/2020

County Administrator Signature/Date: [Signature] 2/19/2020  
(Required for Board Agenda/Addendum Items)

|   |  |
|---|--|
| <b>CONTRACT</b>   |  |
| NO. <u>CTN-TR-20-109</u>  |  |
| AMENDMENT NO. _____   |  |
| This number must appear on all<br>invoices, correspondence and<br>documents pertaining to this<br>contract. |  |

ADOT CAR No.: 19-0007628-I  
AG Contract No.: P001 2020 000001  
Project Location/Name: Various along  
Benson Highway, East Marsh Station  
Road, and Old Vail Road  
Type of Work: Designate Old US Route 80  
as Historic Roadway

## AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
PIMA COUNTY

**THIS AGREEMENT** is entered into this date March 3, 2020, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION ("ADOT") and PIMA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties".

### I. RECITALS

1. ADOT is empowered by Arizona Revised Statutes § 28-363 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by vote of its Board of Supervisors resolved to enter into this Agreement on behalf of the County.
3. The Arizona Parkways, and Historic and Scenic Roads Advisory Committee (PHSRAC) has recommended that non-Arizona State Highway segments of Old US Route 80 be designated as a Historic Roadway, based on the evaluation of the ***Historic Arizona U.S. Route 80, Historic Highway Designation Application***, prepared by the Tucson Historic Preservation Foundation in May 2016. Pursuant to Arizona Revised Statutes §§ 41-512 and 41-518, on January 19, 2018, the Arizona State Transportation Board unanimously voted to designate all non-Arizona State Highway segments of Old US Route 80 as a Historic Roadway. In accordance with Arizona Administrative Code, Article 8, Section R17-3-807, the designation of 1.26-miles of Benson Highway from S Country Club Road to S Alvernon Way (Segment 1); 1.22-miles of Benson Highway from 500ft south of the intersection of Benson Highway and Alvernon Way to S Valencia Road (Segment 2); 10.91-miles of East Marsh Station Road from I-10 milepost 281 to milepost 291 (Segment 3); and 2.16-miles of Old Vail Road from Colossal Cave Road to the northwest (Segment 4), as shown on the Location Map affixed hereto as Attachment 1, as a Historic Roadway becomes effective with the signing of this Agreement, the "Project". This Agreement will establish the Parties' responsibilities associated with the purchase, installation, and maintenance of the roadway signs identifying the designation of Historic Route 80 within the County's jurisdiction.

**THEREFORE**, in consideration of the mutual terms expressed in this Agreement, it is agreed as follows:

**II. SCOPE OF WORK**

1. ADOT will:
  - a. Provide sign requirements, Exhibit A, and verify installation of the signs within the County's jurisdiction was completed in compliance with the 2009 Manual on Uniform Traffic Control Devices (MUTCD) and ADOT's Manual of Approved Signs (MOAS).
2. The County will:
  - a. Consult with ADOT and the Arizona Parkways, and Historic and Scenic Roads Advisory Committee (PHSRAC) for requirements or recommendations for protecting unique features and resources within the limits of the Project, as may be applicable.
  - b. Be responsible for all costs associated with the procurement, installation and maintenance of the signs and provide a tentative schedule of completion to ADOT.
  - c. Provide signing to identify the designated road, approved by ADOT and based on the 2009 MUTCD and ADOT's MOAS (Exhibit A), and ensure the following criteria are met:
    - i. A logo associated with a sign that identifies a designated road shall not be used without PHSRAC's written permission.
    - ii. All signing must be on non-Arizona State Highway segments.
    - iii. Receive written approval from the PHSRAC and ADOT Director if the County would like to use any other signing, related to identifying a designated road, such as historical markers.
    - iv. Signs should not visually interfere with or distract from an adjacent traffic control device, or the historic or scenic quality of the area.
    - v. Signing identifying the designated road should be as close as practicable to the established termini. Within the designated road, signing shall be at least five miles apart. If the termini of the designated road are less than ten miles apart, no additional signing shall be installed within the designated road.
    - vi. If a designated road begins or ends at a point at a junction or intersection of another road, the signing for the designated road shall be located beyond the junction and beyond any signing that is installed immediately after the junction or intersection. Signing for the designated road may be incorporated with or into advance guide signing for the other road if spacing allows.
    - vii. If an intersecting road is a designated road, and the beginning or end is not immediately adjacent to the junction or intersection, any signing shall be located only on the designated road.
    - viii. If the Transportation Board deletes a road, the County shall remove all designation signing.
  - d. Notify ADOT within 30 days of completion of sign installation within the County's jurisdiction.

- e. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter County rights-of-way, as required, to conduct any and all inspection related activities for the Project, on, to and over said County rights-of-way. This temporary right will expire with completion of the Project.
- f. Ensure the Project is maintained in a manner that protects the historic and aesthetic integrity of the road; provided however the County may develop construction and maintenance procedures as it deems necessary to provide for the safety and service of the traveling public.

### **III. MISCELLANEOUS PROVISIONS**

1. This Agreement shall become effective upon filing with the Secretary of State.
2. The Parties will perform their responsibilities consistent with this Agreement; any change or modification will only occur with the mutual written consent of both Parties.
3. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity.
4. This Agreement may be cancelled at any time after 30 days written notice to the other Party. It is understood and agreed that, in the event the County terminates this Agreement, the Project will not be designated as a Historic Route, and all designation signing shall be removed by the County.
5. The County shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the County, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The County's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the County which may be legally imputed to the State by virtue of the State's ownership or possession of land. The County's obligations under this paragraph shall survive the termination of this Agreement.
6. ADOT, the Arizona Parks Board, or the Arizona Historical Society does not have any financial or legal responsibility for the County or the County's government unit by designating a highway as a parkway or historic road.
7. The County acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

8. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
9. The County shall retain all books, accounts, reports, files and other records relating to the Agreement for five years after completion of the Project. These documents shall be subject at all reasonable times to inspection and audit by the State. Such records shall be produced by the County at the request of ADOT.
10. 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. The parties to this Agreement shall comply with Executive Order Number 09-09 issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination".
11. Non-Availability of Funds: Every obligation of the parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either party at the end of the period for which the funds are available. No liability shall accrue to the terminating party in the event this provision is exercised, and the terminating party shall not be obligated or liable for any future payments as a result of termination under this paragraph.
12. In the event of any controversy which may arise out of this Agreement, the Parties agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
13. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401 and Title 34 of the Arizona Revised Statutes.
14. The Parties shall comply with the applicable requirements of Arizona Revised Statutes §35-393.01.
15. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
16. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

**For Agreement Administration:**

Arizona Department of Transportation  
 Joint Project Administration  
 205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
 Phoenix, Arizona 85007  
 602.712.7124  
 602.712.3132 Fax

Pima County  
 130 W. Congress  
 Tucson, AZ 85701  
 520.724.9999

17. In accordance with Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Agreement is the written determination of each Party's legal counsel and that the Parties

are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

**PIMA COUNTY**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
**RICHARD ELÍAS**  
Chairman, Board of Supervisors

By \_\_\_\_\_  
**STEVE BOSCHEN, PE**  
Division Director

ATTEST:

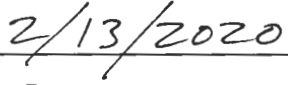
By \_\_\_\_\_  
**JULIE CASTAÑEDA**  
Clerk of the Board

**ATTORNEY APPROVAL FORM FOR PIMA COUNTY**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and PIMA COUNTY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

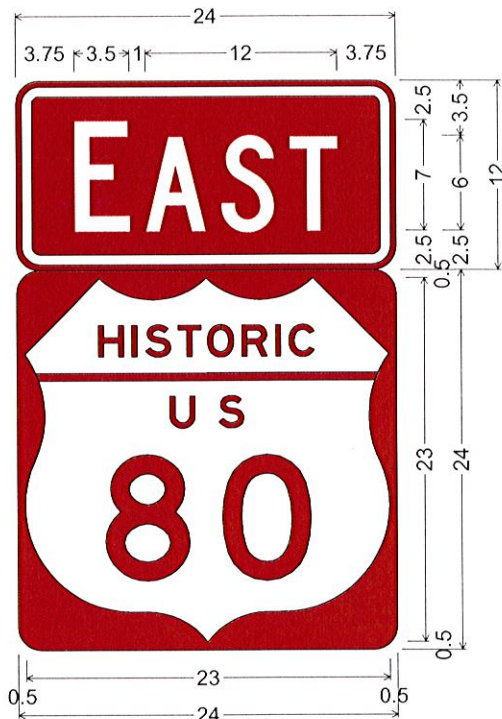
No opinion is expressed as to the authority of the State to enter into this Agreement.

  
\_\_\_\_\_  
KELL OLSON, <sup>Deputy</sup> County Attorney

  
\_\_\_\_\_  
Date



## Exhibit A



1.500" Radius, 0.625" Border, 0.375" Indent, White on Brown;  
"E AST" C;

Identifier : Brown on White Shield

1.500" Radius, No border, Brown on Brown;

M01-04h(80)-24;



1.500" Radius, 0.625" Border, 0.375" Indent, White on Brown;  
"W EST" C;


Identifier : Brown on White Shield

1.500" Radius, No border, Brown on Brown;


M01-04h(80)-24;


For use on conventional roads (see MUTCD, section 2D-11)

# ATTACHMENT 1


 Unincorporated Pima County


## Historic Sign Locations


 City of Tucson


 Pima County (proposed)

## Pima County Managed Historic Route 80

 1 - Benson Highway (500ft south of the intersection of Benson Highway and Alvernon Way to S Valencia Road)

 2 - Benson Highway (S Country Club Road to S Alvernon Way)

 3 - East Marsh Station Road (I-10 milepost 281-291)

 4 - Old Vail Road (Colossal Cave Road to 2.16-miles northwest)

## Historic Sign Locations

○ Pima County (proposed)

1 - Benson Highway (500ft south of the intersection of Benson Highway and Alvernon Way to S Valencia Road)

3 - East Marsh Station Road (I-10 milepost 281-291)

4 - Old Vail Road (Colossal Cave Road to 2.16-miles northwest)

