



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: May 5, 2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

City of Tucson (City)

***Project Title/Description:**

Development of a Park in the Bridges

***Purpose:**

The purpose of this Intergovernmental Agreement (IGA) is to establish the scope of each parties' responsibility with respect to the construction of a public park operated by the City of Tucson on Regional Flood Control District (District) land.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

Pursuant to a development agreement with Tucson Retail, LLC, the District constructed the Mission View Wash Detention Basin that serves as a regional flood control and mitigation solution addressing many historical flooding issues for the area. This development agreement also provided for the construction of a public park within the basin that would be operated at no cost to the District. The developer was obligated to convey the property for the regional detention basin and build the public park. The IGA was approved by City of Tucson Mayor and Council on March 17, 2020.

***Public Benefit:**

Creation of a new public park and transforming detention basin into a multi-use, multi benefit area.

***Metrics Available to Measure Performance:**

Completion of the public park

***Retroactive:**

Yes. Enough time was not allowed for both agencies to execute before the chosen effective date.

TO: COB 4/15/2020
pgs: 7
Vers: 1

Procure Dept 04/14/20 PM09:58

Contract / Award Information

Document Type: CT Department Code: FC Contract Number (i.e., 15-123): 20*296
Effective Date: 3/17/2020 Termination Date: 3/16/2119 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* 0.00 ☐ Revenue Amount: \$ _____

***Funding Source(s) required:**

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: Eric Shepp, Deputy Director

Department: Regional Flood Control District

Telephone: 724-4610

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____
(Required for Board Agenda/Addendum Items)

ADOPTED BY THE
MAYOR AND COUNCIL

March 17, 2020

RESOLUTION NO. 23150

RELATING TO INTERGOVERNMENTAL AGREEMENTS (IGA); APPROVING AN IGA BETWEEN PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT (RFCD) AND THE CITY OF TUCSON (CITY) FOR THE DEVELOPMENT OF A PARK IN THE BRIDGES; AND SETTING AN EFFECTIVE DATE.

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

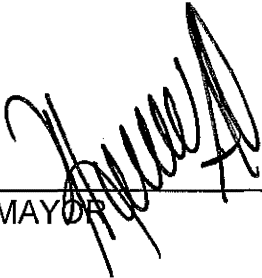
SECTION 1. The IGA between Pima County RFCD and the City titled "Intergovernmental Agreement between Pima County Regional Flood Control District and the City of Tucson to Allow Construction of a Public Park", attached hereto as Exhibit "A", is approved.

SECTION 2. The duration of this Agreement shall be for 99 years, commencing March 17, 2020.

SECTION 3. The Mayor is hereby 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 4. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, March 17, 2020.



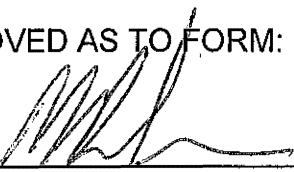
MAYOR

ATTEST:



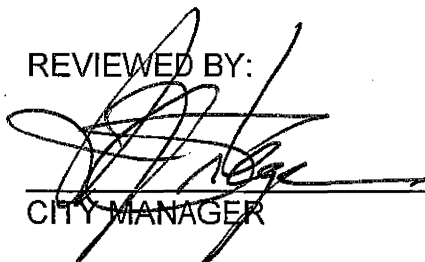
CITY CLERK

APPROVED AS TO FORM:




CITY ATTORNEY

REVIEWED BY:



CITY MANAGER

DLD:tl
2/24/20 

Contract No: CJ-FC-20-296 Amendment No: _____

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

**Intergovernmental Agreement
between
Pima County Regional Flood Control District
and the City of Tucson
to Allow Construction of a Public Park**

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

Recitals

- A. District 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.
- B. District is authorized by A.R.S. § 48-3603 to maintain and operate flood control works and facilities.
- C. City is authorized by the Tucson City Charter and A.R.S. § 9-494(A) to own and operate a public parks and recreation department.
- D. District has land available it is willing to allow a public park to be built on.
- E. City is willing to construct or cause to be constructed and maintain such park at no cost to the District.

NOW, THEREFORE, District and City, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

Agreement

Purpose. The purpose of this IGA is establish the scope of each party's responsibility with respect to the construction of a public park on land described in Exhibit A.

Scope.

City. The City shall construct a public park on the District-owned parcel shown on Exhibit A. The park may include a central park, mini-parks, and a trail system. Such construction shall adhere to the District's flood control standards. The City shall maintain the park as part of the City's park system for not less than 99 years. The City shall obtain the appropriate no fee permits from Pima County. The City acknowledges that the planned improvements are within a flood basin, and will hold District harmless from any flood related damage and any repairs that are needed as a result of flooding. The City shall be responsible for such repairs. City also agrees that it will construct the park improvements so as to not compromise the flood control purposes of the basin.

District. District shall allow the City, or the City's vendor, to enter on and occupy

such property for the purpose of constructing the park and its infrastructure and maintaining it. District agrees that the City may continue such occupation so long as such property is maintained as a public park. District may enter the property to construct and maintain flood control district improvements. District may inspect the City's improvements and the City agrees that the park shall not be open to the public until such time that the District accepts the improvements.

- A. Term.** This IGA shall be effective on March 17, 2020 and shall continue for a period of ninety-nine (99) years, unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties. Either party may terminate this agreement with not less than six (6) months written notice.
- B. 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.
- C. Insurance.** Insurance requirements are met through self-insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11.952.01 Parties to this agreement shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.
- D. Compliance with Laws.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Pima County.
- E. Non-Discrimination.** The parties shall 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 pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference, as if set forth in full herein.
- F. ADA.** The parties shall 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.
- G. Severability.** If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid

provision or application and to this end the provisions of this IGA are declared to be severable.

H. 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.

I. Non-Appropriation.

1. Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Flood Control District Board of Directors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, District shall have no further obligation to City other than for payment for services rendered prior to cancellation.
2. Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the City of Tucson Mayor and Council does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, City shall have no further obligation to County, other than for payment for services rendered prior to cancellation.

J. 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, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

K. Workers' Compensation. Each party shall 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.

L. No Joint Venture. It is not intended by this IGA to, and nothing contained in this IGA shall 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 of Tucson employees, or between the City of Tucson and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

M. No Third Party Beneficiaries. Nothing in the provisions of 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.

N. Notice. Any notice required or permitted to be given under this IGA shall be in writing and shall be 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):

District:
Director of Regional Flood Control District
201 N. Stone, 8th Floor
Tucson, AZ 85701

City of Tucson
Director, Parks and Recreation
900 S. Randolph Way
Tucson, AZ 85716

and

Director
Pima County Finance Department
130 W. Congress, 6th Floor
Tucson, AZ 85701

With Copies to:

County Administrator
130 West Congress, 10th Floor
Tucson, AZ 85701

With Copies to:

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

- O. Entire Agreement.** This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. With exception of modification of the Agreed Number as noted in Section C, above, this IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Pima County Recorder, or Arizona Secretary of State, whichever is appropriate.

*[Remainder of page left intentionally blank.
Signatures on following pages]*

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and City has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the Mayor and Council and attested to by the City Clerk.

**PIMA COUNTY
FLOOD CONTROL DISTRICT**

CITY OF TUCSON:

Chairman
Board of Directors

Mayor, Regina Romero
City of Tucson

ATTEST:

ATTEST:

Clerk of the Board

City Clerk, Roger W. Randolph

Date: _____

Date: March 17, 2020

Approval:

The foregoing Intergovernmental Agreement between Pima County Flood Control District and the City of Tucson has been reviewed by the undersigned, and is hereby approved as to content.

DISTRICT:

CITY OF TUCSON:

Director, Regional Flood
Control Department

Director, Tucson Parks and Recreation

Director, County Finance Department

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County Flood Control District 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 those parties to the Intergovernmental Agreement represented by the undersigned.

DISTRICT:

CITY OF TUCSON:


Deputy County Attorney
REGINA NASSEN

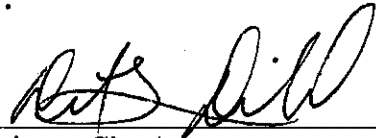

Assistant City Attorney

EXHIBIT A

Block 2 of the Final Block Plat for the Bridges, Blocks 1-15 as recorded in the Office of the Pima County Recorder in Book 65 at Page 2 of Maps and Plats.