



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: April 6, 2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Arizona Game and Fish Department

***Project Title/Description:**

Repair of Pima County Ranch Roads

***Purpose:**

For the Arizona Game and Fish Department to provide funds to the Natural Resources, Parks and Recreation department for the maintenance of rural ranch roads which will allow the general public to access public lands for recreational purposes including hunting.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

Improved public safety, improve drainage off existing rural ranch roads, and less wear and tear on vehicles, including those owned by Pima County

***Public Benefit:**

The Pima County Natural Resources, Parks and Recreation department manages over 200,000 acres of land; majority of these lands are active cattle ranches with dirt roads that are open to recreation and subject to natural degradation from flooding and sheetflow. Maintenance of these roads is a priority for public safety and for Pima County to carry out land management functions. The Pima County taxpayer benefits whereby the Contractor will provide \$40,000 in funds to offset Pima County's road maintenance costs.

***Metrics Available to Measure Performance:**

Miles of road repaired

***Retroactive:**

No

To: COB 3-24-21 (1)
Vers.: 1
Pgs.: 8

Contract / Award Information

Document Type: CTN Department Code: PR Contract Number (i.e., 15-123): 21*093
Commencement Date: 04/06/2021 Termination Date: 12/31/2021 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* 51,537-0.00 BC ☒ Revenue Amount: \$ 40,000

*Funding Source(s) required: General Fund

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 11,537 % _____

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.: _____

Commencement 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): _____

Commencement 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: Brian Powell

Department: Natural Resources, Parks and Recreation Telephone: 724-5253

Department Director Signature/Date: [Signature] 3/17/2021

Deputy County Administrator Signature/Date: [Signature] 3/19/2021

County Administrator Signature/Date: [Signature] 3/19/21
(Required for Board Agenda/Addendum Items)

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

BETWEEN THE ARIZONA GAME AND FISH DEPARTMENT
AND PIMA COUNTY

This Collection Agreement ("Agreement") is entered into between the Arizona Game and Fish Department ("Department") and Pima County pursuant to the Memorandum of Understanding dated January 1, 2011 between the Arizona Game and Fish Commission ("Commission") and Pima County.

WHEREAS, the Department acts under the authority of the Commission and is authorized to enter into this Agreement pursuant to A.R.S. § 17-231(B)(7);

WHEREAS, Pima County is a political subdivision of the State of Arizona and is authorized to enter into this Agreement pursuant to A.R.S. §§ 11-251 and 11-952;

WHEREAS, the Department is responsible for securing and improving access to public lands;

WHEREAS, Pima County has adopted the biological goal of the Sonoran Desert Conservation Plan which is to protect all the plants and animals in Pima County and the ecosystem structure and function upon which they depend; and

WHEREAS, Pima County has purchased and leased over 200,000 acres of land to help meet the biological goal of the Sonoran Desert Conservation Plan; and

WHEREAS, these lands, which are primarily made up of working cattle ranches, are open to recreation, including hunting; and

WHEREAS, the Parties recognize and encourage a continued commitment to promote and improve public recreational access in the State of Arizona.

NOW, THEREFORE, it is the understanding of the Parties that:

1. The Department shall:

A. Provide Pima County Forty-Thousand Dollars (\$40,000.00) to perform maintenance on a minimum of 46.5 miles of existing, publicly accessible dirt roads (Exhibit A). Payment shall be made within 30 days of receipt of invoice from Pima County.

2. Pima County shall:

A. Perform maintenance on a minimum of 46.5 miles of existing, publicly accessible dirt roads owned or leased by Pima County. Maintenance shall not require any new ground disturbance. Road maintenance will provide the general public greater access to hundreds of square miles of public land. Recreational opportunities on these lands will include hunting.

B. Provide at least \$11,537 in in-kind match to complete the road maintenance activities. (Exhibit B)

C. The project shall be invoiced completely no later than June 15, 2021.

3. The Parties mutually agree:

A. Maintenance shall only be performed on existing, publicly accessible dirt roads and shall require no new ground disturbance.

4. Effective Date and Duration. This Agreement is effective as of the last signature date and expires December 31, 2021.

5. Termination Generally. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. Upon termination, all work performed pursuant to this Agreement shall cease and Pima County shall not incur any new obligations for the terminated portion of the Agreement and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to Pima County for Pima County's share of the non-cancelable obligations properly incurred by Pima County up to the effective date of the termination. Any remaining unobligated funding provided by the Department shall be returned to the Department within sixty (60) days after the effective date of termination.

6. Notices. All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, to the Parties as follows:

A For the Department:

Don Larsen
5000 W Carefree Highway
Phoenix, Arizona 85086
623-236-7624
DLarsen@azgfd.gov

B For Pima County:

Director
Pima County Natural Resources, Parks and Recreation
3500 W. River Rd.
Tucson, Arizona 85741
520-724-5000

7. Non-discrimination. In carrying out the terms of this Agreement, the Parties agree to comply with State Executive Order 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

8. Audit. In accordance with A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement. Upon request, Party shall produce original of any and all such records.

9. Records Retention. In accordance with A.R.S. § 41-151.12 (Schedule GS 1018), all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be retained for six (6) years after completion of this Agreement.

10. Arbitration. In accordance with A.R.S. § 12-1518, the Parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
11. Termination for Conflict of Interest. This Agreement is subject to termination pursuant to A.R.S. § 38-511.
12. Termination for Non-Availability of Funds. Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this Agreement are not allocated or are not available, this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.
13. Indemnification: Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") 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 Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
14. Other Agreements. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.
15. Compliance with Applicable Law. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.
16. Severability. In the event that any provision of this Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.
17. Illegal Immigration. To the extent required by law, the Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date below:

ARIZONA GAME AND FISH DEPARTMENT

Clay Crowder, Assistant Director
Wildlife Management Division

Date

PIMA COUNTY

Chair, Pima County Board of Supervisors

Date

Attest:

Clerk of the Board

Date

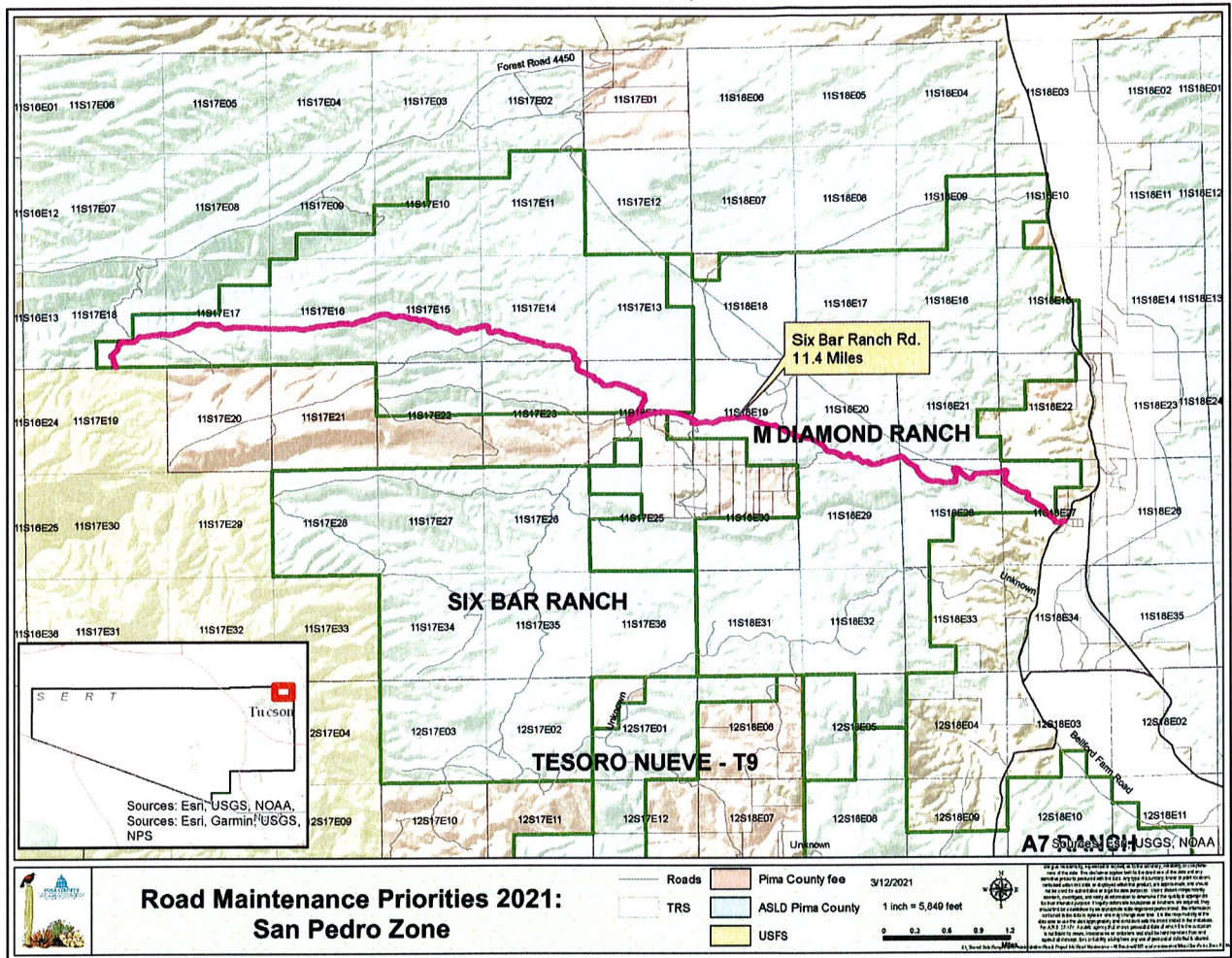
Approved as to form and authority:

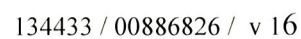


Kell Olson, Deputy County Attorney

Date: 3/16/2021

Exhibit A. Maps of road segments covered under this Collection Agreement.





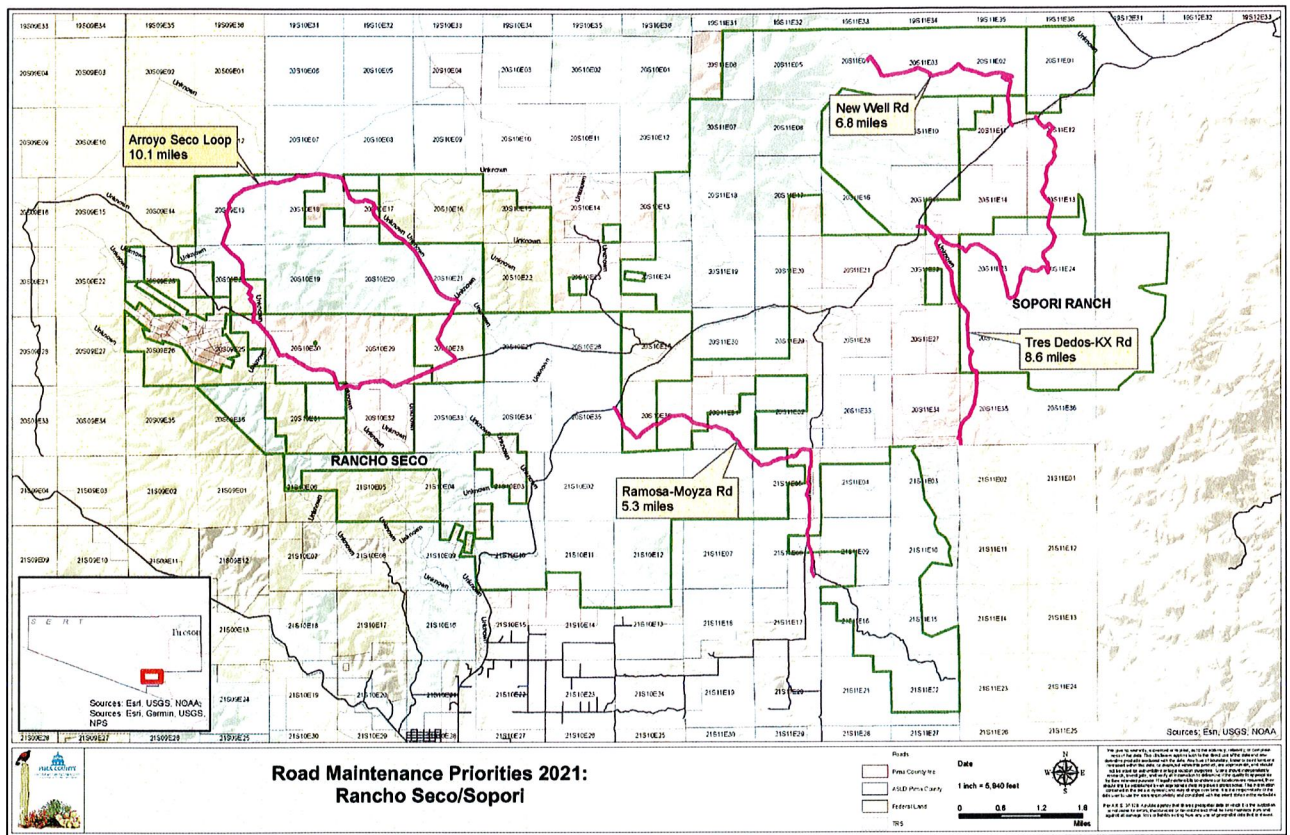


Exhibit B. Project budget, road segment information, and public benefit.

Ranch	Road Name	Length (miles)	Staff cost	Equipment cost	Total Project Cost	Public Benefit
Six Bar	Six Bar Ranch Rd	11.4	5,784	15,240	21,024	Facilitate hunting/recreation access to Six Bar and Coronado National Forest on Davis Mesa
J6	Empirita-J6 Access Rt	3.3	1,446	3,810	5,256	Facilitate hunting/recreation access to J6
Bar V	Silver Tank Rt	1	723	735	1,458	Facilitate hunting/recreation access to Bar V
Sopori & Rancho Seco	New Well Rd	6.8	2,410	6,650	9,060	Facilitate hunting/recreation access to Sopori
Rancho Seco	Arroyo Seco Loop	10.1	2,410	6,350	8,760	Facilitate hunting/recreation access to Rancho-Seco
	Ramosa-Moyza Rd	5.3	1,446	3,810	5,256	Facilitate hunting/recreation access to Rancho-Seco and into Santa Cruz County
Sopori	Tres Dedos-KX Rd	8.6	723	1,170	1,893	Facilitate hunting/recreation access to Sopori
Totals		46.5	\$ 14,942	\$ 36,595	\$ 51,537	