



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: June 22, 2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

City of Tucson

***Project Title/Description:**

IGA with Pima County for Cooperative Development and Management of Trails at John F. Kennedy Park

***Purpose:**

Cooperatively work with the City of Tucson to improve the Explorer Trailhead and construct trails that will connect to the existing trail system at Tucson Mountain Park.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

Recondition the Explorer Trailhead parking lot and build the main trail utilizing volunteer resources.

***Public Benefit:**

After the trail is built it will provide connectivity to more than 62 miles of authorized trails in Tucson Mountain Park.

***Metrics Available to Measure Performance:**

None

***Retroactive:**

No

TO: COB 6-7-21 (3)
Vers.: 1
pgs. 7

Contract / Award Information

Document Type: CTN Department Code: PR Contract Number (i.e.,15-123): 21*0130
Commencement Date: 06/22/2021 Termination Date: 06/21/46 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* 0.00 ☐ Revenue Amount: \$ _____

*Funding Source(s) required: General Fund

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.: _____
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: Robert Padilla

Department: Pima County Natural Resources, Parks and Recreation Telephone: 724-5235

Department Director Signature/Date: [Signature] 05/14/21

Deputy County Administrator Signature/Date: [Signature] 5/18/2021

County Administrator Signature/Date: [Signature] 5/20/2021
(Required for Board Agenda/Addendum Items)

ADOPTED BY THE
MAYOR AND COUNCIL

May 4, 2021

RESOLUTION NO. 23333

RELATING TO PARKS AND RECREATION: APPROVING THE INTERGOVERNMENTAL AGREEMENT (IGA) WITH PIMA COUNTY (COUNTY) AND THE CITY OF TUCSON PARKS AND RECREATION (CITY) FOR COOPERATIVE DEVELOPMENT AND MANAGEMENT OF TRAILS OF JOHN F. KENNEDY PARK; AND DECLARING AN EMERGENCY.

WHEREAS, The City and County wish to work together to coordinate the development and maintenance of hiking and mountain biking trails between Tucson Mountain Park and John F. Kennedy Park near the Fiesta area; and

WHEREAS, County owns and manages Tucson Mountain Park, which includes about 20,000 acres of land that has hiking/mountain biking trails among other activities.

WHEREAS, Tucson Mountain Park abuts the City operated John F. Kennedy Park near the Fiesta area. The John F. Kennedy Park master plan calls for trails to connect with Tucson Mountain Park and there are existing wildcat trails in place.

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

SECTION 1. The City and County wish to work together to formalize some trails around the Fiesta area to connect to Tucson Mountain Park. The IGA, attached hereto as Exhibit A, allows County staff and volunteers to recondition and repair the trailhead

at Kennedy Park and the County will also take the lead on citing and building the main trail, in addition to various other renovations.

SECTION 2. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

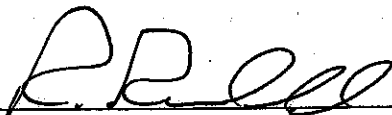
SECTION 3. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, May 4, 2021.



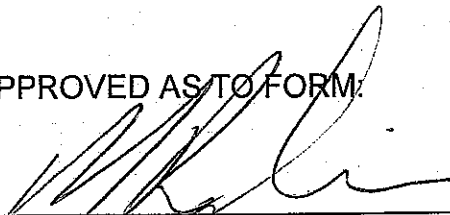
MAYOR

ATTEST:



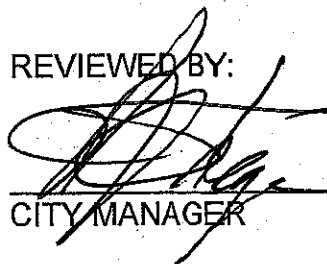
CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

REVIEWED BY:



CITY MANAGER

JS/tl
4/12/21

Contract No: CTN-PR-214130 Amendment No: _____

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

INTERGOVERNMENTAL AGREEMENT
between
PIMA COUNTY AND THE CITY OF TUCSON
regarding
THE EXPLORER TRAILHEAD AND THE
KENNEDY PARK FIESTA AREA TRAILS PARK

This Intergovernmental Agreement ("IGA") is entered into by and between Pima County, a political subdivision of the State of Arizona ("County") and the City of Tucson, an Arizona municipal corporation ("City").

Recitals

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.
2. County is authorized by A.R.S. § 11-933 to enter into cooperative agreements with the United States and other governmental entities (including City) regarding the establishment, development, and maintenance of public parks.
3. City is authorized by A.R.S. § 11-933 to enter into a cooperative agreement with other governmental agencies (including counties of the United States) for the establishment, development and maintenance of public parks.
4. County and City desire to work cooperatively to provide a trails park located approximately half in the Fiesta Area of Kennedy Park and approximately half in Tucson Mountain Park (TMP). The proposed trails are on exhibit A.

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

I. Pima County Responsibilities:

1. Recondition and repair the existing Explorer Trailhead in the Fiesta Area parking lot area. The trailhead and new trails will not disturb any existing or planned Fiesta Area improvements.

2. Large-scale renovations made to the Explorer Trailhead parking lot, as identified on exhibit A (i.e. new pavement or similar modifications), will be mutually agreed upon and cost-shared on an equal basis (50-50) between the City and the County.
3. Develop the proposed trails, to include siting the main trail, providing GIS documentation of the main trail, and building the main trails.
4. Provide technical assistance of any kind to City, subject to the availability of agency staff and related resources, to include planning, design, maintenance, project management, and other issues and services agreed on by County and City.
5. Provide a staff member or members to participate in any committees or teams established to plan, design, and/or supervise the implementation of the trailhead and trails project.
6. If requested to perform trail maintenance by the City, track direct costs associated with maintenance and invoice the City for such costs.
7. Ensure any requests for special events using the Kennedy Park Fiesta Trails Park are coordinated with the City.

II. City Responsibilities:

1. Cooperate with County to repair existing Explorer Trailhead and trails and new trail development.
2. Allow public use of the Kennedy Park Fiesta Area parking lot for users of the Explorer Trailhead and other trails in the TMP trail system, at no cost to users. The parking lot will accommodate cars, trucks, and horse rigs for those users, and will be open daily from dawn to dusk. Any gate to the parking lot will remain open daily from dawn to dusk.
3. Large-scale renovations made to the Explorer Trailhead parking lot, as identified on exhibit A (i.e. new pavement or similar modifications), will be mutually agreed upon and cost-shared on an equal basis (50-50) between the City and the County.
4. Allow County access to the Explorer Trailhead for periodic checks of the use, maintenance of the trailhead, and for any events that they participate in.
5. Ensure any requests for special events using the Kennedy Park Fiesta Trails Park are coordinated with the County.

6. Maintain, repair and manage the Kennedy Park Fiesta Area.
7. When requesting County to perform trail maintenance on City property, reimburse County for direct cost of maintenance of the Explorer Trailhead and the Kennedy Park Fiesta Area Trails Park.

III. Term.

This IGA is effective on the date it is executed by both parties to the Agreement and expires twenty-five (25) years after the last date shown, unless terminated earlier as provided herein. This IGA will have one extension period of twenty-five (25) years, if the County and City mutually agree to the extension.

IV. Disposal of Property.

Upon the termination of this IGA, all property located on the Explorer Trailhead and the Kennedy Park Fiesta Area Trails Park Site reverts to the owner of that property. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.

V. Indemnification.

Each party (as indemnitor) agrees to indemnify, defend and hold harmless the other parties (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. This provision will survive termination of this IGA.

VI. 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. Any action relating to this IGA shall be brought in a court of competent jurisdiction in Pima County.

VII. 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 Agreement. The Parties shall comply with provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this Agreement by reference, as if set forth in full herein.

VIII. 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.

IX. 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.

X. 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.

XI. Termination.

Either party may terminate the IGA at any time without cause by notifying the other party, in writing, at least 90 days before the effective date of the termination. In the event of such termination, the parties will pay costs already incurred before such notice according to the parties' responsibilities set forth in Sections II and III.

XII. Non-Appropriation.

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason any of the Parties do not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the parties will have no further obligations under this Agreement other than for payment for services rendered prior to cancellation.

XIII. Legal Authority.

No party warrants to the other parties its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that any party lacks authority to enter into this IGA, or parts of it affected by such order, shall be null and void, and no recovery may be held by any party against the other parties for lack of performance or otherwise.

XIV. Worker's Compensation.

Each party shall comply with notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

XV. 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 Pima County and their employees and any Tucson 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 for any of its employees.

XVI. 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 any party to this IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

XVII. 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. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

PIMA COUNTY

Sharon Bronson, Chair
Board of Supervisors


Julie Castaneda
Clerk of the Board

CITY



Regina Romero, Mayor
City of Tucson

Date: May 4, 2021

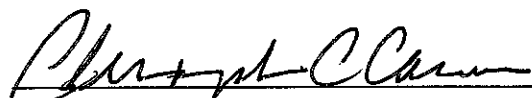


Roger Randolph
City Clerk

Approval

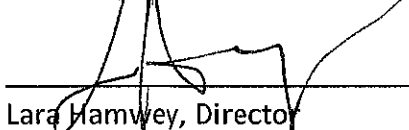
The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed by the undersigned, and is hereby approved as to content.

PIMA COUNTY:



Chris Cawein, Director, Pima County
Natural Resources, Parks and Recreation

CITY OF TUCSON:



Lara Hamwey, Director
City of Tucson Parks and Recreation

Intergovernmental Agreement Determination

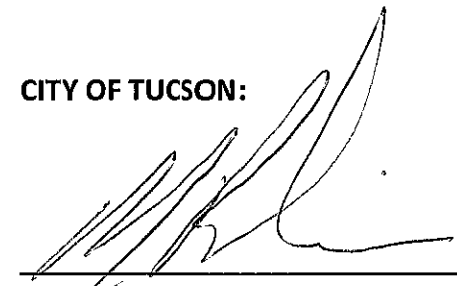
The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed pursuant to A.R.S. § 11-952 by each of the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party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

PIMA COUNTY:



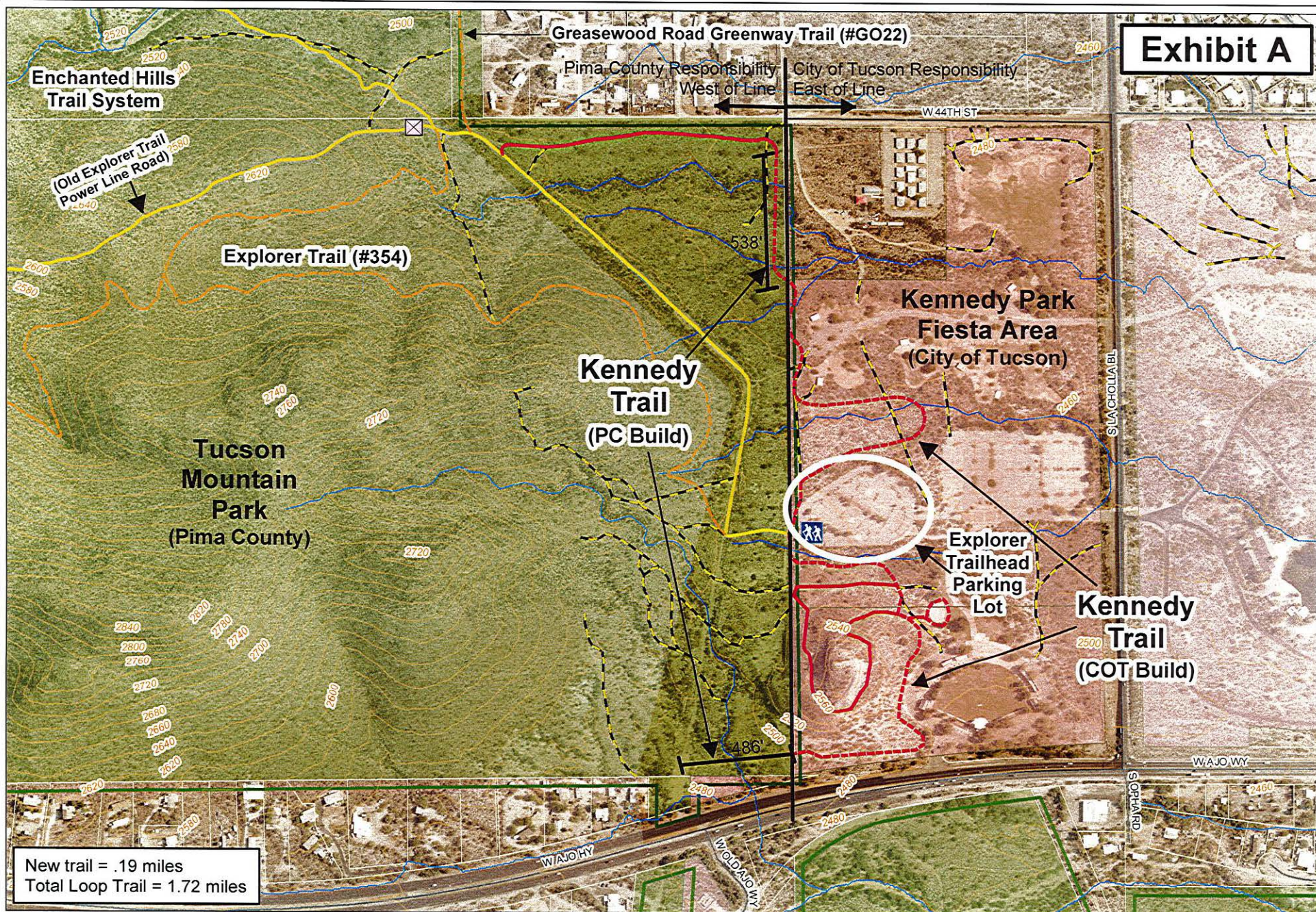
Deputy County Attorney

CITY OF TUCSON:



Deputy City Attorney

Exhibit A



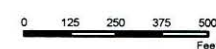
Kennedy Park Fiesta Area TMP East Loop Trail Final Concept

- Trailheads
- Concept Gate
- Kennedy Trail
- Kennedy Trail Concept

- Planned Trails
- System Trails
- Roads/trails to be removed
- Washes
- Parks
- Parcels
- City of Tucson Property
- Pima County Property

February 2021

1 inch = 504 feet



We give no warranty, expressed or implied, as to the accuracy, reliability, or completeness of the data. This disclaimer applies both to the direct use of the data and any derivative products produced with the data. Any type of boundary, line, or point location contained within this data, or displayed within this product, are approximate, and should not be used for authoritative or legal location purposes. Users should independently research, investigate, and verify all information to determine if the data is appropriate for their intended purpose. If legally defensible boundaries or locations are required, they should not be established by an appropriate state-licensed professional. The information contained in the data is dynamic and may change over time. It is the responsibility of the user to use the data appropriately and consistent with the stated intended use. The user is not liable for errors, omissions, or damages and shall be held harmless from and against all damages, loss or liability arising from any use of geospatial data that is shown.