

# COB - BOSAIR FORM

03/27/2026 2:27 PM (MST)

Submitted by Michelle.Guardado@pima.gov



## BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

**\*All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.\***

Record Number: CT TR CT2600000032

**Award Type:** Contract

**Is a Board Meeting Date Requested?** Yes

**Requested Board Meeting Date:** 04/21/2026

**Signature Only:**

NO

**Procurement Director Award / Delegated Award:** • N/A

**Supplier / Customer / Grantor / Subrecipient:** City of Tucson

**Project Title / Description:** Intergovernmental Agreement between Pima County and the City of Tucson for Improvements to S. Country Club Road, E. Michigan Street to E. Milber Street, Project ID: 25138PTR

**Purpose:** County and City wish to cooperate in the construction of roadway improvements for Country Club Rd – Michigan St to Milber St. This project will widen Country Club Rd to four lanes with paved shoulder and sidewalks. A portion of the Project lies within the jurisdictional limits of the City (the "City Portion") and a portion lies within unincorporated Pima County (the "Unincorporated Portion").

On July 1, 2025, County and City entered into a Services Agreement for design of this Project. County and City now will proceed with the construction for the Project following the establishment of a construction IGA.

Each agency will be responsible for half of the budget estimated for this Project. The City has already contributed \$250,000 through a previous project; their remaining contribution under this IGA is \$1,150,000.

**Procurement Method:** IGAs: This IGA is a non Procurement contract and not subject to Procurement rules.

**Procurement Method Additional Info:** N/A

TO: COB, 4/7/26 (3)

VERSION: 0

PAGES: 6

**Program Goals/Predicted Outcomes:**

Project will correspond with ADOT improvements to Interstate 10 and Country Club traffic interchange. Except as the Parties otherwise agree or have agreed through separate maintenance agreements, each Party shall operate and maintain those project improvements that it owns.

**Public Benefit and Impact:**

The improvement project for Country Club Rd. will be completed.

**Budget Pillar**

- Critical infrastructure & economic growth

**Support of Prosperity Initiative:**

- 8. Prioritize Transportation Options to Connect Disadvantaged Communities to Jobs and Resources

**Provide information that explains how this activity supports the selected Prosperity Initiatives**

The road improvements to Country Club Rd will improve safety, reduce congestion and improve traffic flow.

**Metrics Available to Measure Performance:**

Maintenance standards and constituent feedback.

**Retroactive:**

NO

**Contract / Award Information**

Record Number: CT TR CT2600000032

**Document Type:** CT

**Department Code:** TR

**Contract Number:** CT2600000032

**Commencement Date:** 04/21/2026

**Termination Date:** 04/20/2031

Total Expense Amount:

\$0.00

Total Revenue Amount:

\$1,150,000.00

**Funding Source Name(s) Required:** NA

**Funding from General Fund?**

NO

**Contract is fully or partially funded with Federal Funds?**

NO

**Were insurance or indemnity clauses modified?**

NO

Vendor is using a Social Security Number?

NO

Department: Transportation

Name: Paul Casertano (Admin Contact: Michelle Guardado 724-2663)

Telephone: 520-724-6410

Add Procurement Department Signatures

No


Add GMI Department Signatures

No


Department Director Signature: Kathryn Skinner

Digitally signed by Kathryn Skinner  
DN: cn = Kathryn Skinner, o =Prima County, ou =Transportation,  
email =kathryn.skinner@prima.gov, c =US  
Date: 2026.04.02 14:54:52 -0700

Date: \_\_\_\_\_

Deputy County Administrator Signature: 

Date: 4/3/2026

County Administrator Signature: 

Date: 4/3/2026

**Intergovernmental Agreement**  
**between**  
**Pima County and the City of Tucson**  
**for Improvements to**  
**S. Country Club Road, E. Michigan Street to E. Milber Street**  
**Project ID: 25138PTR**

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

**1. Background.**

- 1.1. 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.
- 1.2. County is authorized by A.R.S. § 11-251 (4) and A.R.S. § 28-6701, et seq., to layout, maintain, control and manage public roads and to establish, construct, alter and maintain county highways within Pima County.
- 1.3. The City is authorized by A.R.S. § 9-276 to lay out and establish, regulate the use, open, vacate, alter, widen, extend, grade, pave, plant trees or otherwise improve streets, alleys, avenues, sidewalks, parks, public grounds and off-street parking sites and acquire any property necessary or convenient for that purpose by the exercise of the right of eminent domain.
- 1.4. County and City wish to cooperate in the construction of roadway improvements for Country Club Rd – Michigan St to Milber St (the “Project”).

On July 1, 2025, County and City entered into a Services Agreement for design of this Project.

County and City now will to proceed with the construction for the Project.

A budget of \$2,800,000 has been estimated for this Project.

The final Project amount may exceed the initial estimate(s) identified in Section 3.2, and in such case, the City is responsible for, and agrees to pay, 50% of any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the final Payment from the City to the County will be adjusted accordingly.

The City acknowledges it remains responsible for actual costs of 50% of the Project and agrees to pay according to the terms of this Agreement.

- 1.5. A portion of the Project lies within the jurisdictional limits of the City (the “City Portion”) and a portion lies within unincorporated Pima County (the “Unincorporated Portion”).

- 1.6. Pima County has been identified as the Lead Agency (“Lead Agency”) for the Project and will be responsible for all aspects of project implementation including but not limited to, planning, project management, risk management, design, construction, administration, advertisement, award, execution and administration of the Project.
- 1.7. The City and County find it prudent to enter into an intergovernmental agreement for the purpose of providing for the City’s contribution of funding for the construction of the Project.
- 1.8. Each agency will be responsible for half of the budget estimated for this Project. City and County each intend to contribute an estimated \$1,400,000 to the Project under the terms and conditions contained in this agreement and has entered into this Agreement with the County for that purpose.
- 1.9. The City has authority to contribute development impact fees to the Project under A.R.S. § 9-463.05.
2. **Purpose.** The purpose of this Agreement is to set forth the responsibilities of the City and County for the funding and implementation of the Project.
3. **Project.**
  - 3.1. The Project consists of construction activities to widen an 800-foot section of S. Country Club Road from E. Michigan Street to E. Milber Street to maintain two travel lanes in each direction for S. Country Club Road north of Interstate 10. The improvements include an additional travel lane in each direction, a two-way left turn lane, drainage improvements, landscaping, curb, sidewalk, and restriping beyond the northern and southern project limits to match existing conditions.
  - 3.2. The Project Construction Phase includes Construction, Post Design Services, Pima County Labor, Materials Testing, Inspections, and Contingency.  
  
Construction: \$2,450,000  
  
Post Design Services: \$33,000.00  
  
Pima County Labor: \$25,000  
  
Materials Testing and Inspections: \$100,000  
  
Contingency: \$192,000
4. **City Contribution**
  - 4.1. As a result of Pima County’s development of the Office of the Medical Examiner Building on the west side of S. Country Club Road between E. Michigan St. and E. Milber St., the County shall credit the City \$250,000 for improvements postponed in anticipation of the roadway widening Project.

- 4.2. With this credit, the City shall contribute an estimated \$1,150,000 in six equal payments as the City's contribution to the Project Construction Phase.
- 4.3. The City's payments shall commence on the first month following award of a construction contract by the County. The City's first payment shall be made monthly upon receipt of invoices from the County.
5. **Permits.** The City shall grant the County and its Contractor's right of way use permits allowing full accessibility to perform the work as described. These permits shall be granted at no cost to the Project.
6. **County Responsibility; Changes; Disputes.** As Lead Agency for the Project, the County will have responsibility for Project oversight, including administration of the design and construction contracts. This includes responsibility for verification of quantities, quality of workmanship, contract change orders, and Project modifications as necessary. The County has provided to the City, and the City has reviewed design plans for the Project. The County will start Project Construction activities during FY 2026 and thereafter will diligently pursue the Project to completion. The County will exercise due diligence to consult with the City on items and issues as they arise so that the City has ample opportunity to provide input. In the event there is a disagreement over any Project elements, the issue shall be escalated as appropriate. In the event that the disagreement remains unresolved, the County will retain the final decision-making authority.
7. **Ownership of Improvements.** Upon completion of the Project, ownership of all Project improvements located within the limits of the City of Tucson shall automatically vest in the City, and ownership of all Project improvements in unincorporated Pima County shall automatically vest in the County. Except as the Parties otherwise agree or have agreed through separate maintenance agreements, each Party shall operate and maintain those project improvements that it owns.
8. **Term.** This IGA will be effective on the date it is fully executed by both parties and will continue for a period of 5 years unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
9. **Disposal of Property.** Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
10. **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") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
11. **Insurance.** Each party warrants that it is self-insured or otherwise maintains adequate insurance to fully cover its liability under this IGA.

12. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
13. **Non-Discrimination.** The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, 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.
14. **ADA.** 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.
15. **Conflict of Interest.** This IGA 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.
16. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the Mayor and Council does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
17. **Worker's Compensation.** Each party will 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.
18. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will 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.
19. **No Third-Party Beneficiaries.** Nothing in 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.

20. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and 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):

**Pima County:**

Kathryn N. Skinner, P.E. Director  
Pima County Dept of Transportation  
201 N. Stone, 4<sup>th</sup> Floor  
Tucson, AZ 85701

**City of Tucson:**

Sam Credio, P.E. MBA, CPM, Director  
Tucson Dept of Transportation and Mobility  
201 N. Stone, 6<sup>th</sup> Floor  
Tucson, AZ 85701

21. **Amendment.** This IGA may only be modified, amended, altered or changed by written agreement signed by the parties.
22. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
23. **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, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise
24. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.
25. **Effective Date.** This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature).
26. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.

In WITNESS WHEREOF, the County has caused this agreement to be executed by the Chairman of its Board of Supervisors and attested to by the Clerk of the Board and the City has caused this agreement to be executed by the Mayor and attested to by the City Clerk.

**PIMA COUNTY**

**CITY OF TUCSON**

\_\_\_\_\_  
Jen Allen, Chair  
Board of Supervisors

\_\_\_\_\_  
Mayor of Tucson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST

ATTEST

\_\_\_\_\_  
Melissa Manriquez, Clerk of the Board

\_\_\_\_\_  
City Clerk

**Intergovernmental Agreement Determination**

The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed by the undersigned, each of whom has 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 he or she represents.

**PIMA COUNTY:**

**CITY OF TUCSON**

  
\_\_\_\_\_  
Cindy Nguyen, Deputy County Attorney

\_\_\_\_\_  
Principal Assistant City Attorney

\_\_\_\_\_  
Cindy Nguyen  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
4/2/26  
Date

\_\_\_\_\_  
Date