



Contract Number: CT-PW-12\*1944  
 Effective Date: 1-24-12  
 Term Date: 1-23-37  
 Cost: \_\_\_\_\_  
 Revenue: \_\_\_\_\_  
 Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
 Action: \_\_\_\_\_  
 Renewal By: \_\_\_\_\_  
 Term: \_\_\_\_\_  
 Reviewed by: [Signature]

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: January 24, 2012 (Addendum)

**ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

This is a 25-year intergovernmental agreement (IGA) between Pima County and the City of Tucson, to establish responsibilities for the design, construction, and maintenance of the Julian Wash and Harrison Greenways Multi-Use Path. This agreement is required prior to construction contracts being let for the six segments of the Julian Wash Greenway and three segments of the Harrison Greenway identified in the agreement.

For internal operational purposes, this IGA is also needed to be in place for Pima County to start bidding two segments that have completed design and are ready for construction bids:

- Harrison Greenway, Rita Ranch Road to Valencia
- Julian Wash Greenway, La Estancia Segment (Kolb Road to Wilmot Road)

The segments in the agreement are intended to be delivered through Job Order Contracting (JOC) contracts. The existing JOC master contract, which expires in February 2012, has capacity for constructing the two segments above. The new JOC master agreements will be available in March 2012 for the remaining segments in the agreement.

There is no cost associated with this initial IGA, which only defines County and City responsibilities for the Julian Wash Greenway and Harrison Greenway Multi-Use Path.

CONTRACT NUMBER (If applicable): CT-PW-12\*1944

**STAFF RECOMMENDATION(S):**

Staff recommends approval.

CORPORATE HEADQUARTERS: \_\_\_\_\_

To: CHH- 1-18-12 By Dgt  
 COB- 1-19-12  
 Agenda- 1-24-12  
 Addendum (3)

CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM NO. \_\_\_\_\_

JAN 19 12 AM 09:22 PM CLK OF BO

[Signature]  
 C. Danubeau  
 Agenda  
 1/24/12

PIMA COUNTY COST: 0 and/or REVENUE TO PIMA COUNTY:\$ 0

FUNDING SOURCE(S): \_\_\_\_\_

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

		YES	X	NO
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**Board of Supervisors District:**

1		2	X	3		4	X	5		All	
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**IMPACT:**

**IF APPROVED:** Pima County and City of Tucson will have defined responsibilities to design, construct, and maintain the Julian Wash Greenway and Harrison Greenway Multi-Path. In addition, Pima County will use an existing JOC contract to construct two segments of the multi-path and maintain the current construction schedule.

**IF DENIED:** There would be no County-City agreement on the responsibilities to design, construct, or maintain the Julian Wash and Harrison Greenways Multi-Use Path.

If approval is delayed, construction of the nine multi-path segments will be delayed for bids until after March 2012, when the new JOC master agreements are in place, further delaying the remaining construction schedule of these segments.

DEPARTMENT NAME: Public Works Administration

CONTACT PERSON: Lisa Matthews TELEPHONE NO.: 740-8396

**Intergovernmental Agreement**  
**between**  
**Pima County and the City of Tucson**  
**for**

**Construction of the Julian Wash and Harrison Greenways Multi-Use Path**

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 ("City") pursuant to A.R.S. § 11-952.

**Recitals**

- A. 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.
- B. A Special Bond Election was held in Pima County on May 18, 2004 in which the citizens of Pima County voted to approve the issuance of Pima County General Obligation Bonds to fund various public projects.
- C. Pima County Ordinance No. 2004-18, as subsequently revised (the "Bond Ordinance"), lists construction of the Julian Wash Linear Park, between Houghton Road and Campbell Avenue, as a project to be funded in part with the proceeds of the sale of the County's bonds (see section 18(V11)(D)(1)(c)(4.34) of the Bond Ordinance).
- D. County and City previously entered into that certain "Intergovernmental Agreement between Pima County and the City of Tucson for the Julian Wash Linear Park," executed by the Chairman of the Pima County Board of Supervisors on August 1, 2006, County Contract No. 138305 (the "Previous IGA").
- E. Although the Previous IGA designates the City as the entity responsible for managing the project, the County has, with the City's consent, used bond funds designated for the project to construct the section of the project between Rita Road and Kolb Road, on County-owned property.
- F. The County and City wish to cooperate with respect to the construction of the remaining portions of the Julian Wash project as described generally in the bond ordinance as well as portions of the Harrison Greenway project (formerly the Houghton Greenway).
- G. The City and County commit to developing a separate long-term maintenance agreement with the Regional Flood Control District to address both river park/greenway improvements, as well as wash and river maintenance.

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

## Agreement

1. **Purpose.** The purpose of this IGA is to set forth the agreement of the parties with respect to the design, construction, and maintenance of the Julian Wash and Harrison Greenways along the route shown on the maps attached as Exhibit A to this IGA (the "Project"). Individual maps of each segment are attached. Some segments of the Project will be on land owned or controlled by the County, while other segments will be on land owned or controlled by the City.
2. **Scope.** The Project includes the following six segments of the Julian Wash Greenway and three segments of the Harrison Road Greenway:

- 2.1. **Julian Wash Greenway, La Estancia Segment (Kolb Road to Wilmot Road) –** Improvements include the design or updated revisions to an existing design and construction of a greenway corridor adjacent to Julian Wash in accordance with the Pima Regional Trail System Master Plan. The project will include a 12' wide path, and, if funding permits, an 8' soft path and associated landscaping and irrigation.

Pima County will confirm that the design and construction plans for the development of the Project in this segment are in accordance with the La Estancia de Tucson Planned Area Development (PAD) and Letter of Refinement – Park Elements dated May 22, 2008. Pima County will provide structural review of any bridge plan changes submitted by the contractor. City will be allowed to review any plan revisions for this segment.

- 2.2. **Julian Wash Greenway, Wilmot Road to Valencia Road –** Improvements include a seal coat treatment for the segment from Wilmot Road to Van Buren, a bridge crossing from the south to north bank of the greenway, and other typical Greenway Corridor improvements such as a paved path, decomposed granite path, landscaping and irrigation if project budget allows.
- 2.3. **Julian Wash, Valencia Road to Drexel Road –** The Julian Wash Greenway shall be constructed along the Julian Wash and be built to the Greenway standards as described in the Pima Regional Trails System Master Plan.
- 2.4. **Julian Wash, Park Avenue to 6<sup>th</sup> Avenue -** Improvements will include at a minimum a paved path. Additional improvements may include a decomposed granite path, landscaping and irrigation if project budget allows.
- 2.5. **Drexel Road, I-10 to Country Club Road and Country Club Road north to the Kino Environmental Restoration Project –** Project includes the addition of a new paved bike lane adjacent to the roadway, striping, signage and at-grade crossings using County standards.
- 2.6. **Tucson Diversion Channel at the Veteran's Memorial Overpass to Aviation Bikeway –** Improvements include the addition of a paved bike lane, at-grade crossings, signage and striping using County standards.

- 2.7. Harrison Greenway, Rita Ranch Road to Valencia** – Project includes paved path and soft path where adequate right-of-way exists.
- 2.8. Harrison Greenway, Valencia to Irvington** – Project includes paved path only along the Harrison Road alignment adjacent to the DMAFB fence line. This may include at-grade crossings at Irvington and Valencia Roads as funding permits.
- 2.9. Harrison Greenway, Irvington to Sellarole or Stella** – Project includes paved path and soft path where adequate right-of-way exists.
- 3. Construction and Financing.** County will construct the Project at its own expense, using a combination of remaining bond proceeds and other funding. The City will cooperate with the County and, if necessary, negotiate to convey to the County and to the Pima County Flood Control District easements over the segments of City-owned property along the Project route for the purpose of the construction and future maintenance of the Project for the benefit of the public. County will design and develop the Julian Wash Greenway in accordance with the standard greenway cross section as identified in the Pima Regional Trail System Master Plan. The full riverpark/greenway cross-section will be developed by the County as funding permits. County will provide the City with plans and specifications with respect to the portions of the Project on City-owned land, or within the City limits as they are developed, for the City’s review and approval, which will not be unreasonably withheld or conditioned. If Pima County utilizes design consultants, the County will allow City to participate in the consultant selection process for those segments of the Project located within the City of Tucson limits. County may ask the City to manage and deliver certain segments of the Project. If City agrees to act as Project Manager for a certain segment, City will provide the County with plans and specifications for its review and approval, which approval will not be unreasonably withheld or conditioned.
- 3.1. Maintenance.** County will maintain the Julian Wash and Harrison Greenways and all associated improvements/amenities, including but not limited to pavement, landscaping, irrigation, hardscaping, erosion protection and drainage features associated with the construction of the improvements for a period of 25 years. County will keep the Projects free from obstructions and debris. Watercourse maintenance will also be addressed under a separate maintenance agreement between the City and the County pertaining to system-wide flood control properties.
- 3.2. Development Standard.** In keeping with the goal of enhancing our community’s livability and its quality of life, the priority of this Project is to design and construct the Project in accordance with the Greenway Corridor cross-section as outlined in the Pima Regional Trail System Master Plan. Improvements will include a 12’ paved path, at a minimum. If existing funds are insufficient to develop the 50’ wide greenway corridor cross section in its entirety including a soft path, associated irrigation and landscaping as part of the Project, it will be the priority of Pima County to identify future funds to complete the greenway corridor cross section.

4. **Term.** This IGA will be effective on the date it is fully executed by both parties and will continue until completion of the Project unless it is, prior to that time, extended or terminated by agreement of the parties. Upon execution of this IGA by both parties, the Previous IGA will be deemed to be terminated.
5. **Ownership of Property.** Each party will continue to own its real property. Portions of the Project constructed by the County on City-owned land will belong to the City, subject to the easement rights conveyed pursuant to Section 3 above. Any additional real property interests that are necessary for the Project will be acquired by the County, including coordinating with and acquiring Project approval and formal access (including rights of entry and/or temporary construction easements) from the owners of private property that are adjacent to or part of the Project, and Union Pacific Railroad, ADOT and the VA Hospital.
6. **Establishment of County Highway.** From time to time, as necessary in order to permit the County to complete portions of the Project along City-owned rights-of-way using Highway User Revenue Funds, the City and County will cooperate to establish and then abandon County rights-of-way along the route.
7. **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.
8. **Insurance.**
  - 8.1. Each party shall obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:
    - 8.1.1. Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
    - 8.1.2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
    - 8.1.3. If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
    - 8.1.4. If required by law, workers' compensation coverage including employees' liability coverage.

- 8.2. The above requirement may be alternatively 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 at no less than the minimal coverage levels set forth in this article. Each party will provide thirty (30) days written notice to the other of cancellation, non-renewal or material change of coverage.
9. **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.
10. **Non-Discrimination.** The parties shall not discriminate against any County 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.
11. **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.
12. **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.
13. **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.
14. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA.
15. **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.
16. **Worker's 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.
17. **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 employees, or between the City 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.

**18. 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 effect 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.

**19. 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) :

County:  
Nanette M. Slusser  
130 West Congress, 10<sup>th</sup> Floor

Tucson, Arizona 85701

*With copies to:*  
County Administrator  
130 West Congress Street, 10<sup>th</sup> Floor  
Tucson, Arizona 85701  
Clerk of the Board  
130 West Congress, 5<sup>th</sup> Floor  
Tucson, Arizona 85701

City:  
City Manager  
255 West Alameda

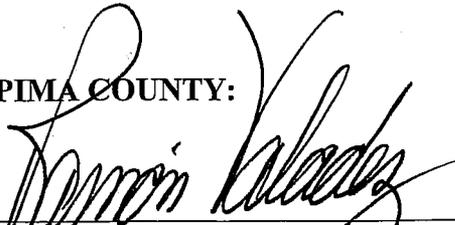
Tucson, Arizona 85701

*With copies to:*

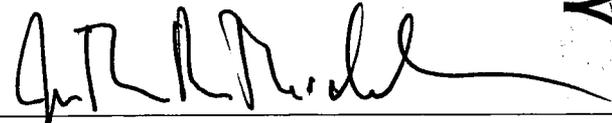
**20. Entire Agreement.** This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Pima County Recorder, or Arizona Secretary of State, whichever is appropriate.

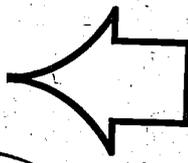
*In Witness Whereof,* County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and the City of Tucson has caused this Intergovernmental Agreement to be executed by its Mayor upon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

PIMA COUNTY:

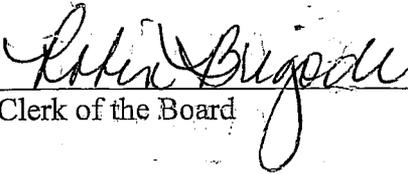
  
Chairman  
Board of Supervisors  
JAN 24 2012

CITY OF TUCSON:

  
Mayor  
January 4, 2012



ATTEST:

  
Clerk of the Board

ATTEST:

  
City Clerk  
January 4, 2012

**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.

\_\_\_\_\_

## 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 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.

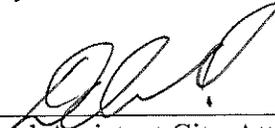
**PIMA COUNTY:**

City of Tucson



Deputy County Attorney

**HAL GILBREATH**



Principal Assistant City Attorney

Def



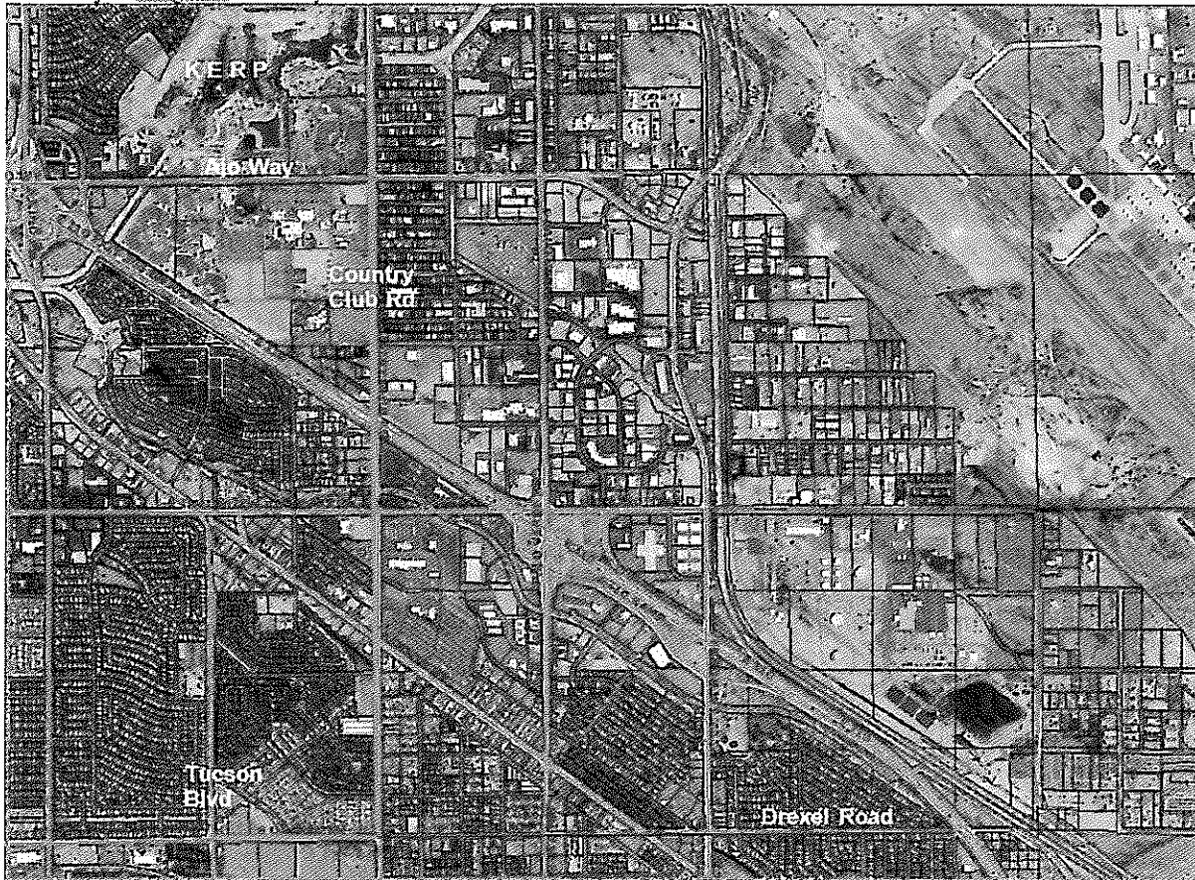
Project Diagram : Julian Wash - Wilmot to Valencia (area detailed for new construction only)



Project Diagram: Julian Wash – Valencia to Drexel



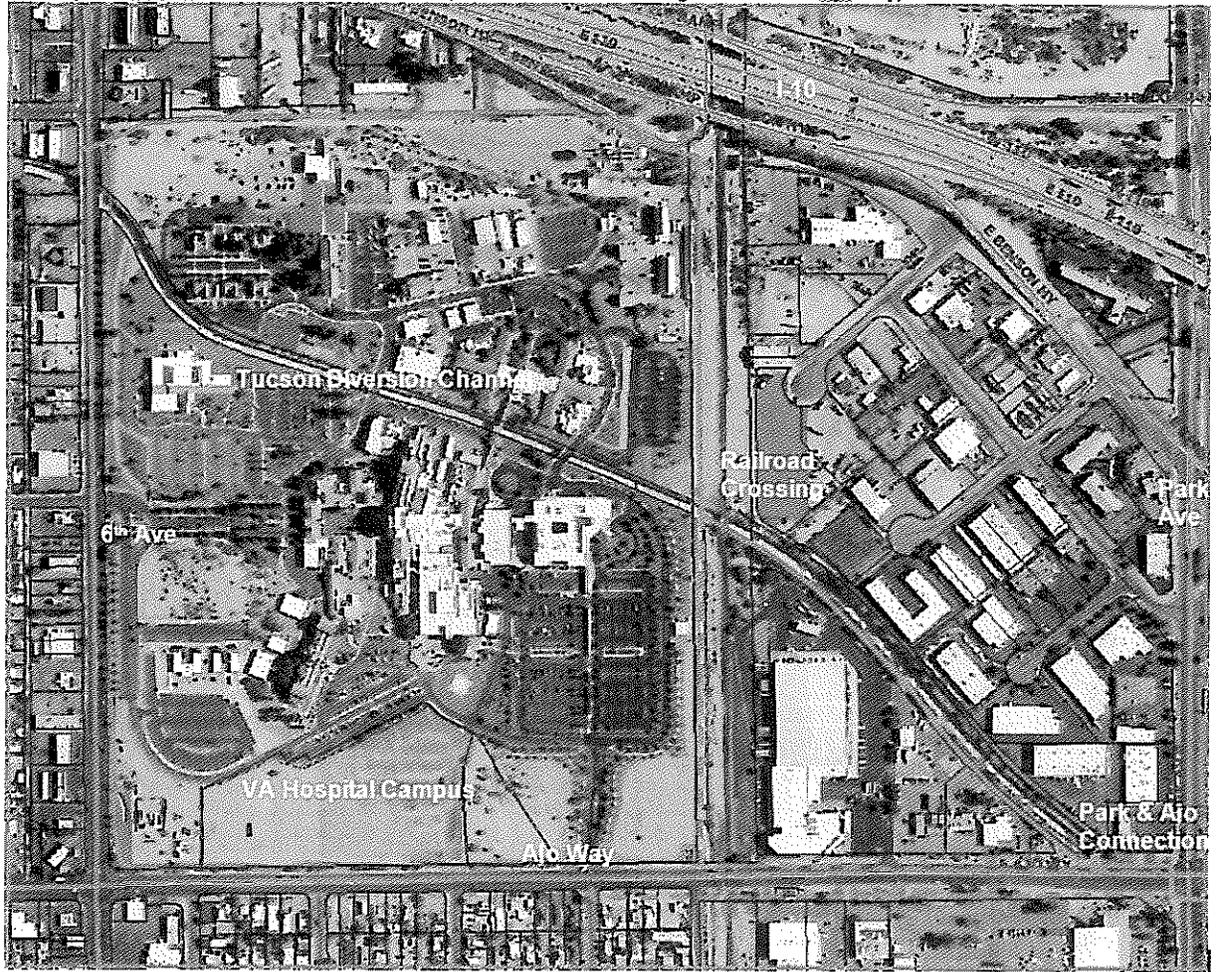
Project Diagram : Country Club – from Drexel to KERP



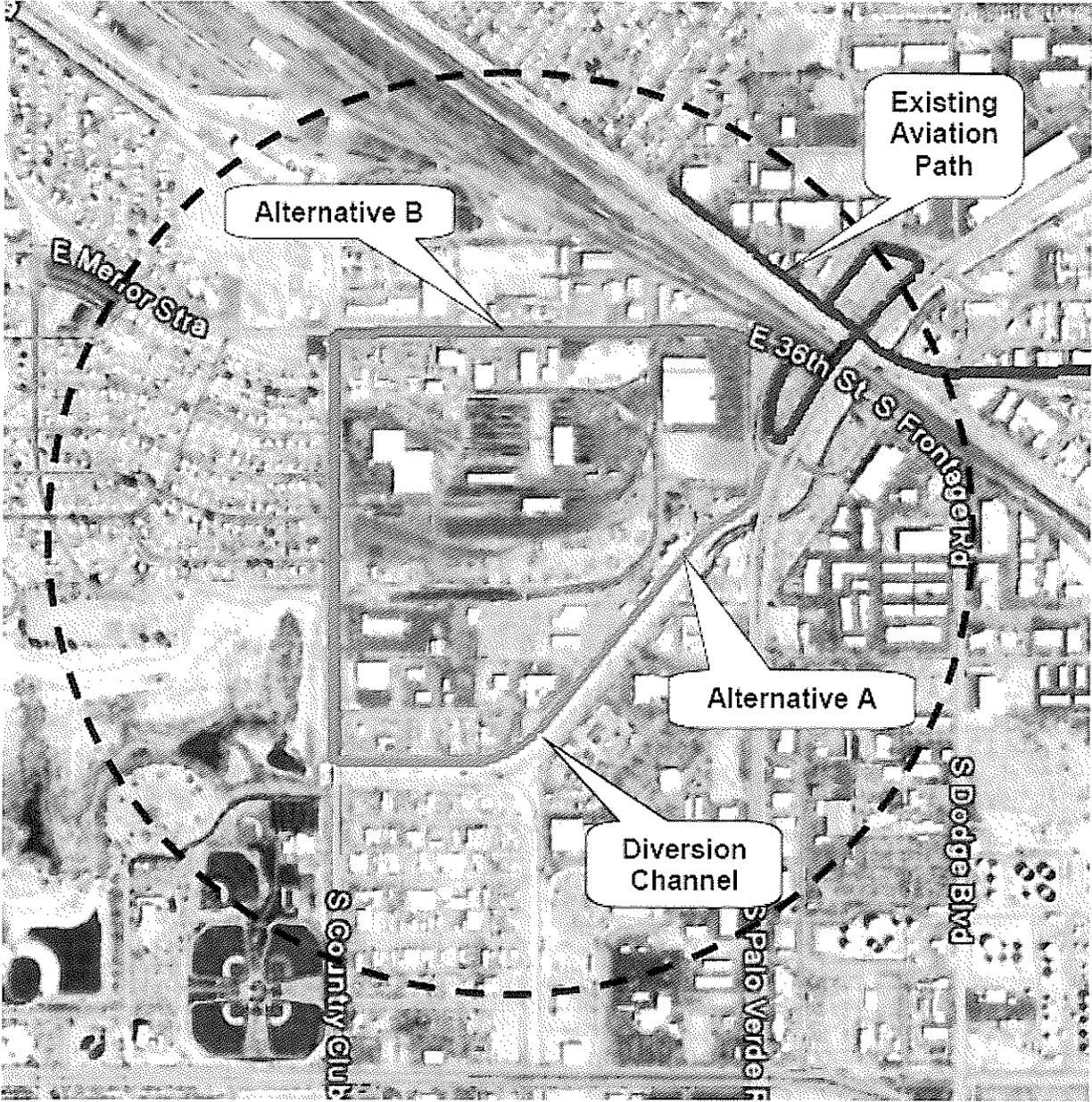
Project Diagram : Drexel Road – from Country Club to I-10



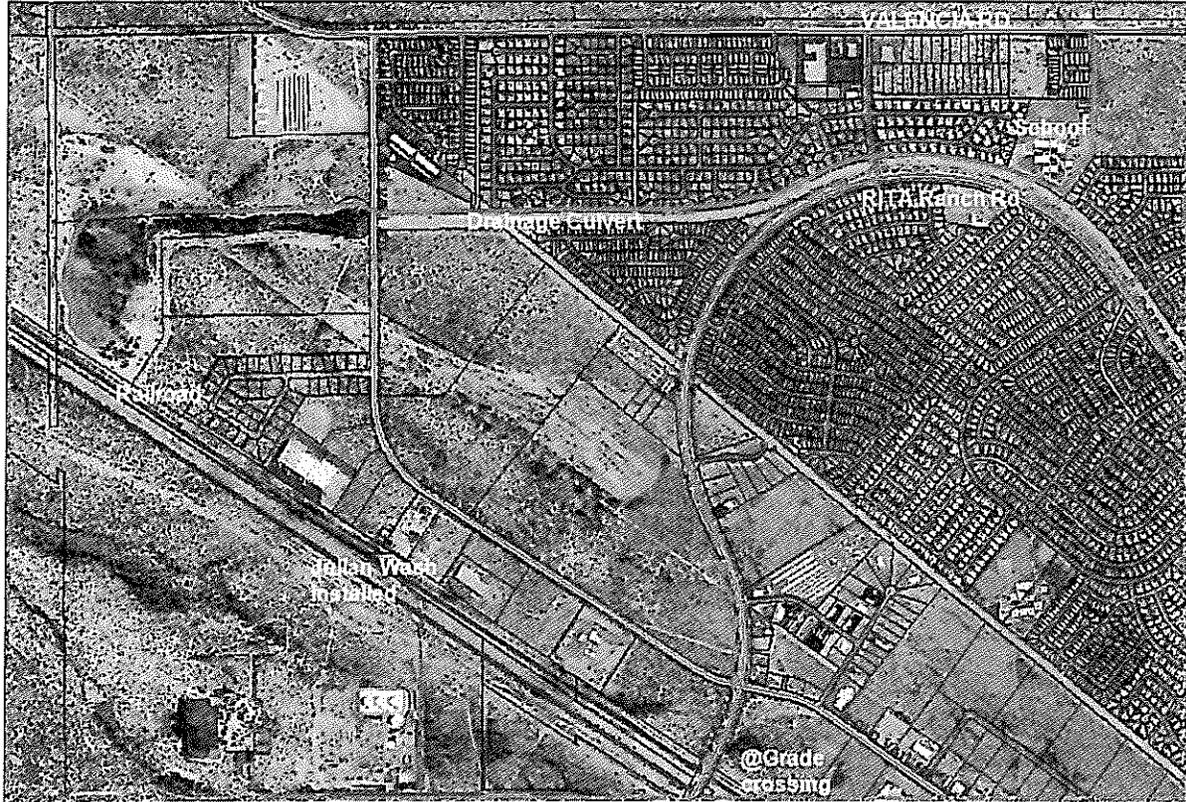
Project Diagram : Julian Wash – Park to 6<sup>th</sup>. (Short term solution along south side of Ajo Way)



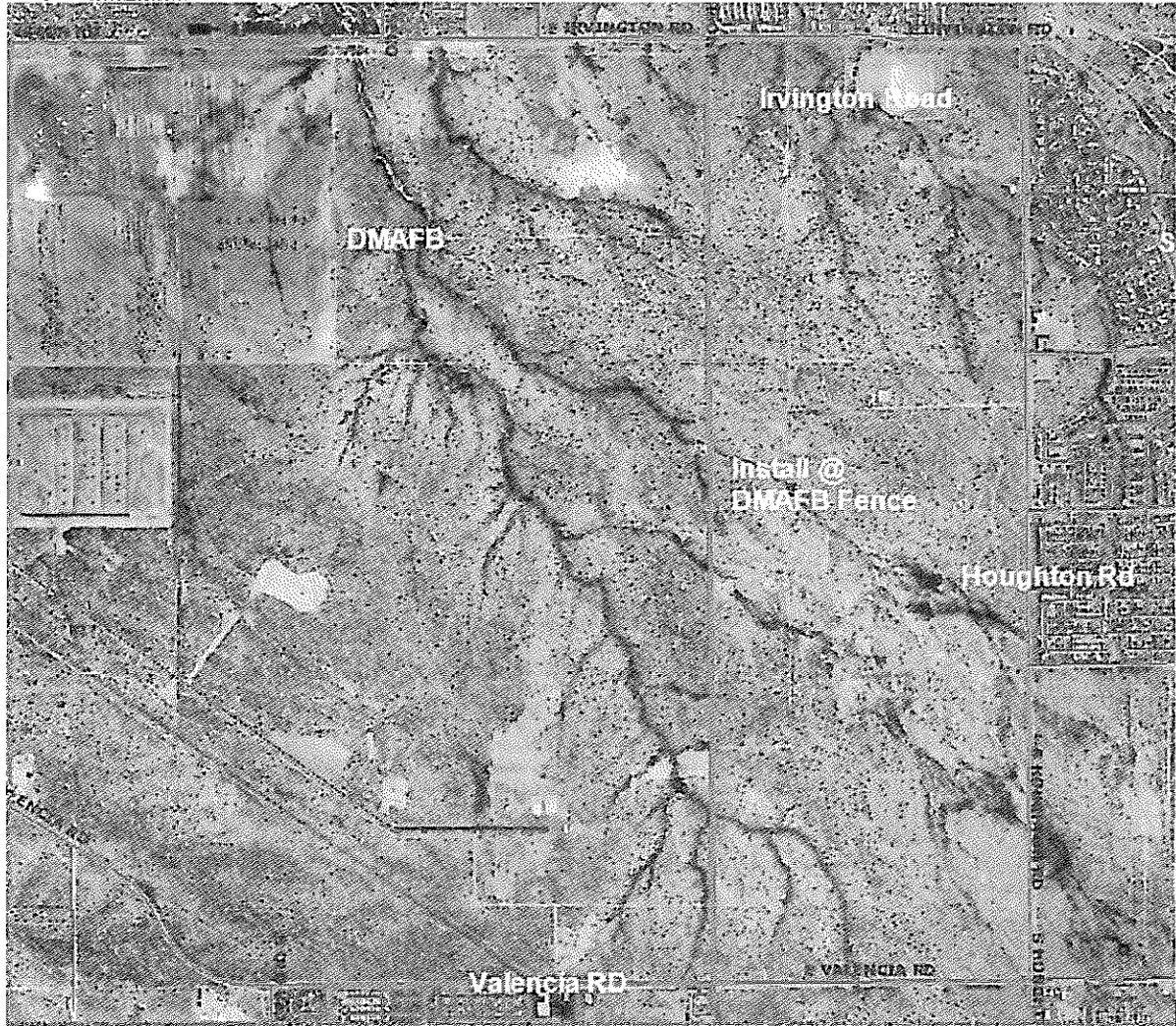
Project: Julian Wash: KERP to Aviation Path (Alternate A)



Project Diagram : Harrison Greenway - 1: At Rita Ranch



Project Diagram : Harrison Greenway 2: At DMAFB



Project Diagram : Harrison Greenway 3: Irvington to Pantano

