

**INTERGOVERNMENTAL AGREEMENT
WITH COCHISE COUNTY
FOR
CONSTRUCTION AND MAINTENANCE OF THE
JOINT COUNTY/CITY NORTH-SOUTH BICYCLE PATH ROUTE**

THIS INTERGOVERNMENTAL AGREEMENT, hereinafter referred to as "Agreement" or "IGA", is made and entered into this ____ day of _____, 2013, by and between the City of Sierra Vista, Arizona, a municipal corporation, hereinafter referred to as "City", and Cochise County, Arizona, hereinafter referred to as "County".

I. RECITALS

WHEREAS, County and City may enter into agreement with one another for joint or cooperative action pursuant to A.R.S. § 11-951, *et seq.*; and

WHEREAS, non-motorized modes of travel are a critical element in developing regional and local transportation systems; and

WHEREAS, Cochise County and the City of Sierra Vista desire to encourage bicycle and pedestrian facilities as viable transportation options that contribute to the tourist economy as well as the overall health of residents; and

WHEREAS, said route connects Buena High School, Cochise College, the University of Arizona Sierra Vista, the City complex, Veteran's park, Coronado Crossing trail, Garden Canyon park and city and county residential areas south to Ramsey Road and then west to the U.S. Forest Service trailhead at Brown Canyon; and

WHEREAS, the route consists of a combination of shared-use paths, on-street bicycle lanes and low-traffic streets.

NOW, THEREFORE, the City and the County do hereby mutually agree that County shall provide funding for necessary sign construction and pathway and sign maintenance and the City shall provide funding for sign construction and installation and pathway and sign maintenance, and both the City and County commit to promoting the North-South Bicycle Path Route on maps, brochures, etc.

II. SCOPE OF WORK

1. The City shall:

- a. Fund the construction of approximately 48 steel trail signs.
- b. Fund the poles necessary for installation of trail signs.

- c. Install the trail signs.
- d. Add the North-South Bicycle Route to the Safe Bicycle and Pedestrian Routes Map and other maps when appropriate (when maps are being re-designed and/or reprinted).
- e. Maintain said signage within City limits.
- f. Maintain pathways and striping within City limits.

2. The County shall:

- a. Perform the construction of approximately 48 steel trail signs.
- b. Add the North-South Bicycle Route to any available maps as appropriate.
- c. Maintain said signage within County areas.
- d. Maintain pathways and striping within County areas.

III. The City and County agree that:

- a. Each party agrees to assume responsibility for all claims, demands, suits, damages, and loss ("claims") which result from the negligence or intentional torts of that party or its agents, officers and employees in the performance of this Agreement, but only to the extent that such claims arise from such negligence. The extent of the foregoing liabilities shall be limited to, and determined by, the respective fault of the parties, their agents, subcontractors and employees in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise.
- b. This Agreement shall run for a period of one year or until the described work is completed, whichever occurs first.
- c. Any disputes arising under this Agreement shall be referred to the City Manager and the County Administrator for joint resolution. Disputes not resolved at this level shall be referred to binding arbitration to be conducted by a panel of three arbitrators, one selected by each party, and the third selected by the two arbitrators.
- d. 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.

- e. 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 legal action relating to this IGA shall be brought in a court of competent jurisdiction in Cochise County.
- f. Non-Discrimination. The parties shall not discriminate against any City or 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 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.
- g. 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.
- h. 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.
- i. 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.
- 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. Legal Jurisdiction. Nothing in this IGA shall be construed as either limiting or extending the legal jurisdictions of the City or County.
- 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 employees, or between City and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitations) 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.

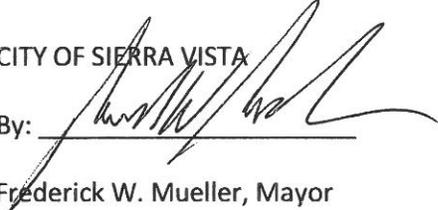
- n. Any notice or communication necessary under this Agreement shall be in writing and sent to the address given below for the party to be notified.

City of Sierra Vista
Attn: Mike Clawson
Purchasing Manager
1011 Coronado Dr.
Sierra Vista, AZ 85635

Cochise County
Attn: Karen Riggs, PE
Highway Director
1415 Melody Lane, Bld F
Bisbee AZ 85603

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ of _____, 2013.

CITY OF SIERRA VISTA

By: 

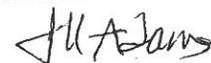
Frederick W. Mueller, Mayor

COUNTY OF COCHISE

By: _____

Chairman of the Board of Supervisors

ATTEST:

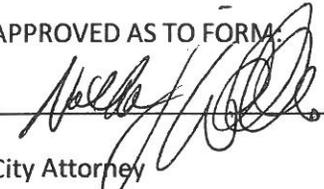


City Clerk

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:



City Attorney

APPROVED AS TO FORM:

County Attorney