

Exhibit A

**Project Agreement
between Pima County and the Town of Oro Valley
for Joint Administration and Personnel Balancing
for the La Cholla Boulevard: Overton Road to Tangerine Road Project**

This Project Agreement is entered into by and between the Town of Oro Valley (“Town”) and Pima County (“County”), pursuant to A.R.S. § 11-952 and the Intergovernmental Agreement between Pima County and the Town of Oro Valley for the Joint Administration of Public Works Capital Improvement Projects and Personnel Balancing, dated _____.

Recitals

- A. On _____, the County and the Town entered into that certain Intergovernmental Agreement between Pima County and the Town of Oro Valley for the Joint Administration of Public Works Capital Improvement Projects and Personnel Balancing (the “Master Agreement”).
- B. The Town plans to design and construct the La Cholla Boulevard from Overton Road to Tangerine Road project (the “Project”).
- C. The Town, as Sponsoring Agency, desires the County, as Provider Agency, to provide the Capital Project Services set forth in this Project Agreement for the Project, under the terms and conditions of the Master Agreement.
- D. The County, as Provider Agency, desires to provide to the Town, as Sponsoring Agency, the Capital Project Services set forth in this Project Agreement for the Project, under the terms and conditions of the Master Agreement.
- E. The parties currently estimate that the cost of Capital Project Services to be provided under this Project Agreement is \$100,000.

Agreement

- 1. **Master Agreement Incorporated.** This Project Agreement incorporates all definitions, terms, and conditions of the Master Agreement.
- 2. **Effective Date; Term.** This Project Agreement is effective on execution by the last party to execute it. The term of this Project Agreement is 5 year(s) from the effective date.
- 3. **Capital Project Services.** The Provider Agency shall provide to the Sponsoring Agency the following Capital Project Services for the Project:

Design (including all technical disciplines – e.g. traffic, landscape, etc.),
Cultural and environmental services,
Right of way services,
Flood control services,
Surveying,
Quality assurance support services related to the design of the Project

4. **Responsibilities of the Parties.**

a. **Sponsoring Agency.** In addition to the responsibilities set forth in the Master Agreement, the Sponsoring Agency shall have the following responsibilities:

None

b. **Provider Agency.** In addition to the responsibilities set forth in the Master Agreement, the Provider Agency shall have the following responsibilities:

None

5. **Billing and Payment.** The Provider Agency shall invoice the Sponsoring Agency on a monthly basis for Capital Project Services rendered at the rates provided for in **Exhibit A**, which is attached to this Project Agreement and incorporated by this reference. The Sponsoring Agency’s Designated Representative shall review each invoice to measure, match, account, count, verify, and approve the quantities and amounts in the invoices for payment. Invoices approved for payment shall be paid within 30 days of submission to the Sponsoring Agency.

6. **Designated Representatives.** The parties designate the following people to serve as their Designated Representatives for purposes of initial communication regarding the Project:

Sponsoring Agency: Town of Oro Valley
Cheryl Huelle
Senior Civil Engineer
Development and Infrastructure Services
11000 N. La Canada Drive
Oro Valley, AZ 85737

Provider Agency: Pima County
Kathryn Skinner
Civil Engineering Manager
Department of Transportation
201 N. Stone, 4th Floor
Tucson, AZ 85701

7. **Termination.** Either party's Director may terminate this Project Agreement by written notice to the other party's Director.
8. **Notices.** All notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

The Town of Oro Valley:
 Paul Keesler, Director
 Development and Infrastructure Services
 11000 N. La Canada Drive
 Oro Valley, AZ 85737

Pima County:
 Priscilla Cornelio, Director
 Pima County Dept. of Transportation
 201 N. Stone Ave., 4th Floor
 Tucson, AZ 85701

Either party may, by written notice to the other, designate a different person or address for the receipt of notices under this Agreement.

Any written notice under this Agreement shall be deemed delivered and received on the date of delivery, if delivered by hand, or three business days after the date of mailing, if sent by mail.

PIMA COUNTY:

 Priscilla Cornelio, Director
 Pima County Department of Transportation

 Date

TOWN OF ORO VALLEY:

 Paul Keesler, Director
 Oro Valley Department of Development
 and Infrastructure Services

 Date

ATTORNEY CERTIFICATION

The foregoing Project Agreement by and between the Town of Oro Valley and Pima County 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 Project Agreement.

TOWN OF ORO VALLEY

Tobin Sidles, Legal Service Director

Date

(Printed Name)

PIMA COUNTY

Andrew Flagg, Deputy Pima County Attorney

Date

(Printed Name)