



Contract Number: CTN. PR. 13 * 375 - 01
Effective Date: 7.2.13
Term Date: 6-30-26
Cost: _____
Revenue: \$10,000. - per Annually
Total: _____ NTE: _____
Action: _____
Renewal By: 4-1-26
Term: 6-30-26
Reviewed by: PR

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: July 2, 2013

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

County and District wish to clarify and restate their respective obligations with respect to operation and maintenance of the Marana High School Swimming Pool/

CONTRACT NUMBER (If applicable): CTN 13*375

STAFF RECOMMENDATION(S):

Staff respectfully recommends the approval of this Amendment to the IGA

CORPORATE HEADQUARTERS: _____

CHH. 6-21-13
To: CoB. 6-27-13
Agenda 7-2-13
Addendum (3)

JUN 21 13 PM 05:55 RECEIVED

Procure Dept 06/21/13 PM 02:33

CLERK OF BOARD USE ONLY: BOS MTG. July 2, 2013

ITEM NO. _____

PIMA COUNTY COST: _____ and/or REVENUE TO PIMA COUNTY: \$10,000.00 Annually

FUNDING SOURCE(S): _____

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

Advertised Public Hearing:

| | | | | |
|--|--|------------|----------|-----------|
| | | YES | X | NO |
|--|--|------------|----------|-----------|

Board of Supervisors District:

| | | | | | | | | | | | |
|----------|--|----------|--|----------|--|----------|--|----------|--|------------|------------|
| 1 | | 2 | | 3 | | 4 | | 5 | | All | XXX |
|----------|--|----------|--|----------|--|----------|--|----------|--|------------|------------|

IMPACT:

IF APPROVED:

The Amendment to the IGA between Pima County and Marana Unified School District for the Design, Construction, Operation and Maintenance of a Joint Use Community and High School Swimming Pool located at the Site of the Marana High School 12000 Emigh Road will be approved.

IF DENIED:

The Amendment will be denied.

DEPARTMENT NAME: P.C. Natural Resources, Parks and Recreation

CONTACT PERSON: Evelyne R. Thorpe **TELEPHONE NO.:** 877-6230

NOCTN-PR-130000 000000000000375

Amendment to Intergovernmental Agreement

between

Pima County and Marana Unified School District

for the Design, Construction, Operation and Maintenance

of a Joint Use Community and High School Swimming Pool

located at the Site of the Marana High School, 12000 Emigh Road

This Amendment to the Intergovernmental Agreement (IGA) dated June 7, 2000 (Pima County Contract No. 01-05-M-128027-0800) is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and Marana Unified School District ("District").

Recitals

- A. County and District 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. County is authorized by A.R.S. § 15-364(B) to expend public monies and enter into agreements with District for the cooperative maintenance and operation of a joint use community and school swimming facility on District-owned property.
- C. District is authorized by A.R.S. § 15-363 to operate school buildings and grounds for the purpose of providing public recreational activities.
- D. County and District have previously entered into an Intergovernmental Agreement (the "IGA") for construction, operation and maintenance of a joint use community and high school swimming pool located at the site of the Marana High School, 12000 Emigh Road which is now known as the Wade McLean pool (the "Pool").
- E. County and District wish to clarify and restate their respective obligations with respect to operation and maintenance of the Pool.

NOW, THEREFORE, County and District, in consideration of the above recitals and the matters and things hereinafter set forth, amend section 8 of the IGA to read as follows:

8. Maintenance and Use of Project Facilities

A. Responsibilities of the District

District shall pay to County ten thousand dollars (\$10,000.00) annually prior to June 30th of each year for the County's services to District in performing routine maintenance on the Pool. Payment from District to County will be prorated for the first year of this Agreement.

District will not charge a fee for public use of the Pool greater than similar fees charged by County for similar uses within the County park system fee schedule. District will make the Pool available to all residents of Pima County without restriction or preference to jurisdiction of residence.

District is responsible for the following items of maintenance, upkeep, and utility costs associated with operation of the Pool, including but not limited to:

1. Purchasing replacement parts for pool mechanical equipment. For those items that County staff, in the sole determination of the County, is not qualified or able to install, obtaining contract or other services for the installation of the replacement parts.
1. Providing natural gas for the pool heaters.
2. Constructing and maintaining scaffolding over the pool motor pit so the circulation and waterside pumps may be safely removed from the motor pit for necessary service.
3. Providing contract services with qualified technicians for repair and preventative maintenance of the Lochinvar pool heaters.
4. Providing and storing all necessary chemicals incidental to operation of the Pool.
5. Providing and maintaining portable and permanent lifeguard stands, ADA disabled pool lift, thermal tarp reels and covers, lane lines, lane line reels, tumble buckets, and water slide.
7. Maintaining vegetation and landscape at the Pool site and providing sanitation supplies for the bathroom facilities at the Pool.
8. Except during the summer schedule between Memorial Day and Labor Day of each calendar year, maintaining the cleaning of the guard office, bathrooms and inner facility.
9. Providing any other required maintenance and upkeep to ensure that the Pool, including the perimeter pool tile and pool decking, remains in safe and usable condition.
10. Providing scheduling and programming of Pool usage and third-party users during the non-summer portion of the year when District schools are in session. During this portion of the year, District shall collect all third-party user fees.
11. Maintaining a master schedule of use of the Pool on a year round basis.

B. Responsibilities of the County

1. County will service and repair all pool mechanical equipment utilizing its own staff for those items which county staff is qualified, in County's sole determination, to service and repair.
2. During the period from Memorial Day (weekend) through Labor Day each year, County will provide programming of events at the Pool from Monday through Sunday until District resumes the school year calendar. At that time, County will provide programming and scheduling of events at the Pool on weekends through Labor Day. Scheduling priority will be provided to County programming, District high school swim teams, and third party users such as the Continental Ranch swim team and the Pima Aquatics Club. During this portion of the year, County will collect all third-party user fees. In consideration of this collection of third party user fees by County, County will not charge District's Mountain View swim team fees for use of the Pima County/YMCA joint-use facility known as the Thad Terry pool located at 7770 N. Shannon Road during County hours during the high school swim season.

3. County will operate the Lochinvar pool heaters.
4. County will clean the pool.
5. County will provide District with a twenty five (25) year life cycle plan for the Pool. The life cycle plan will be updated annually to reflect changing conditions of the Pool and the pump room.
6. County shall maintain the cleaning of the guard office, bathrooms and inner facility during the summer schedule between Memorial Day and Labor Day of each calendar year, except on school days that fall during this period.
7. County will acquire and maintain any required annual swimming pool permits from the Pima County Health Department.
8. County will provide, maintain, repair and replace when necessary the following lifeguard safety equipment: backboards, rescue tubes, ring buoys, shepherd's crook and first aid kits.
9. County will provide and maintain a pool vacuum, including poles, vacuum head and gas and oil.

C. Operation of Pool

The Pool will be operated as a public swimming pool pursuant to Chapter 8.32 of the Pima County Code, which governs all activities pursuant to this Agreement. Pursuant to that chapter, a minimum of two (2) lifeguards will be required in order to open and operate the Pool. There will be one (1) additional lifeguard for every twenty-five (25) swimmers or portion thereof in excess of fifty (50) swimmers. Lifeguards will be in constant attendance at the Pool during swimming hours. No swimmers will be permitted in the Pool area unless the required lifeguards are present. If third party swimmers are present, one (1) of the required lifeguards must be in a lifeguard stand at all times when any swimmers are in the Pool.

During hours of operation, any party using the Pool will test the water hourly to ensure that pool chemistry is within the required parameters set by Chapter 8.32 of the Pima County Code. County will provide water quality testing equipment and reagents.

Upon approval of the District, County shall be permitted to schedule other recreation activities (such as public lifeguarding classes) at the Pool during any time there is not District-sponsored activity. Heating the Pool would only be available if the District was already heating the pool for a District-sponsored activity (County would not be billed by the District for the pool being heated).

Pima County NRPR Director and District Superintendent can mutually agree a change to the summer and non-summer schedule of the Pool. Such agreement shall be made in writing, and shall take into account community needs.

All other provisions of the IGA not specifically amended herein remain in full force and effect.

In Witness Whereof, County has caused this Amendment to Intergovernmental Agreement between Pima County and Marana Unified School District for the Design, Construction, Operation and Maintenance of a Joint Use Community and High School Swimming Pool located at the Site of the Marana High School,

12000 Emigh Road 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 District has caused this Amendment to the Intergovernmental Agreement between Pima County and Marana Unified School District for the Design, Construction, Operation and Maintenance of a Joint Use Community and High School Swimming Pool located at the Site of the Marana High School, 12000 Emigh Road to be executed by the President upon resolution of the Governing Board and attested to by the clerk of the board:

PIMA COUNTY:

MARANA UNIFIED SCHOOL DISTRICT

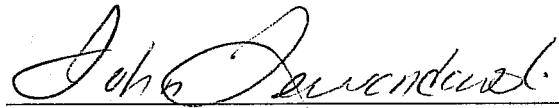


Chairman

Board of Supervisors

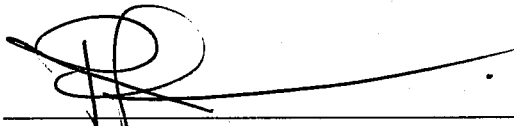
ATTEST:

ATTEST:



Clerk of the Board

APPROVED FOR CONTENT:



Rafael Payan, Ph.D. Director
Natural Resources, Parks and Recreation

Approval

The foregoing Intergovernmental Agreement between Pima County and Marana Unified School District has been reviewed by the undersigned, and is hereby approved as to content.

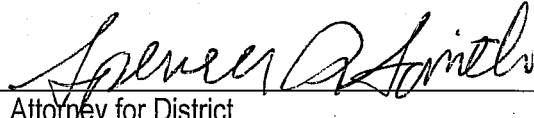
Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Marana Unified School District 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:

MARANA UNIFIED SCHOOL DISTRICT

Deputy County Attorney


Attorney for District