



## BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 06/04/2024

*\* = Mandatory, information must be provided*

or Procurement Director Award: ☐

**\*Contractor/Vendor Name/Grantor (DBA):**

Town of Sahuarita, a municipal corporation of the State of Arizona ("Town")

**\*Project Title/Description:**

Intergovernmental Agreement between Pima County and the Town of Sahuarita for Developing the Framework of Collaborative Wastewater Service Agreement

**\*Purpose:**

County and Town desire to hire a consultant and partipate equally in developing a framework for a regional wastewater service agreement in the Sahuarita/Green Valley area. County and Town intent to contribut up to \$125,000 each, for a combined maximum of \$250,000, for consultant services to guide the decision making for key elements of a regional wastewater service agreement framework. County will procure and manage the consultant's contract, coordinate project meeteings, and invoice Town for 50% of all consultant services.

**\*Procurement Method:**

This IGA is a non-procurement contract and not subject to Procurement rules.

**\*Program Goals/Predicted Outcomes:**

Both parties will develop a list of key elements and options, arriving at a consensus to those elements and combine the elements into a framework for a regional wastewater service agreement.

**\*Public Benefit:**

IGA will provide a joint or cooperative agreement to construct and operate a new sewage facility to serve the Green Valley Designated Management area.

**\*Metrics Available to Measure Performance:**

Hire consultant to assist with developing the framework and provide guidance on the decision making for the key elements of a regional wastewater service agreement framework.

**\*Retroactive:**

No

TO: COB, 5-21-2024(1)  
Vers.: 1  
pgs.: 9

MAY21'24AM0855 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

**Contract / Award Information**

Document Type: CTN Department Code: WW Contract Number (i.e., 15-123): 24\*186  
Commencement Date: 06/04/2024 Termination Date: 06/03/2025 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount \$ 125,000 \* ☐ Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: RWRD – Sewer Revenue Fund (Project Number 3SHWRF)

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_

Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

\*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Olivia Cañez

Department: RWRD

Telephone: 520-724-6642

Department Director Signature: \_\_\_\_\_

Date: 5/16/24

Deputy County Administrator Signature: \_\_\_\_\_

Date: 5/17/2024

County Administrator Signature: \_\_\_\_\_

Date: 5/17/2024

**SAHUARITA RESOLUTION NO. 2024-0781**

A RESOLUTION OF THE TOWN OF SAHUARITA, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF SAHUARITA AND PIMA COUNTY, ARIZONA, REGARDING THE 50/50 COST SHARING OF THE CONSULTANT FEES FOR SERVICES TO DEVELOP THE FRAMEWORK OF A REGIONAL WASTEWATER SERVICE AGREEMENT.

WHEREAS, the Town of Sahuarita, Arizona, ("Town") desires to enter into an Intergovernmental Agreement with Pima County, Arizona, ("County"), to develop consensus on the framework for a regional wastewater service agreement for the Sahuarita/Green Valley Area by hiring a consultant to assist with developing the framework;

WHEREAS, the Town and County 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*;

WHEREAS, the Mayor and Council of the Town of Sahuarita have determined that acceptance of the Intergovernmental Agreement between the Town and the Commission will benefit the residents of the Town of Sahuarita and is in the Town's best interest.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Sahuarita, Arizona, as follows:

- Section 1.** The Town of Sahuarita is hereby authorized to enter into the Intergovernmental Agreement between the Town of Sahuarita and Pima County, Arizona. A copy of said Intergovernmental Agreement is attached hereto as Exhibit "A" and incorporated herein by this reference.
- Section 2.** The Mayor, Town Manager, and Town Attorney are authorized to perform all acts necessary for the purposes described in this Resolution on behalf of the Town.
- Section 3.** The Town staff is hereby authorized and directed to take all steps necessary to implement said Intergovernmental Agreement and give it effect.
- Section 4.** The various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

PASSED and ADOPTED by the Mayor and Council of the Town of Sahuarita, Arizona,  
this 13th day of May 2024.

*Tom Murphy*

\_\_\_\_\_  
Mayor Tom Murphy

**CERTIFICATION OF RECORDING OFFICER**

State of Arizona       )  
County of Pima       ) ss.

I, the undersigned, Lisa Cole, MMC, being the duly appointed, qualified Town Clerk of the Town of Sahuarita, Pima County, Arizona, certify that the foregoing resolution is a true, correct, and accurate copy of Resolution No. 2024-0781, passed and adopted at a Voting Meeting of the Council of the Town of Sahuarita, Pima County, Arizona, held on the 13th day of May 2024, at which a quorum was present, and by a 7-0 vote, all voted in favor of said resolution.

Given under my hand and sealed this 13 day of May 2024.

SEAL:



*Lisa Cole*

\_\_\_\_\_  
Lisa Cole, MMC  
Town Clerk

APPROVED AS TO FORM:

*Jon M. Paladini*

\_\_\_\_\_  
Jon Paladini, Town Attorney

**EXHIBIT “A”**

**INTERGOVERNMENTAL AGREEMENT**  
**DEVELOPING THE FRAMEWORK OF A**  
**COLLABORATIVE WASTEWATER**  
**SERVICE AGREEMENT**

[See following pages.]

**INTERGOVERNMENTAL AGREEMENT**  
**between**  
**PIMA COUNTY and the TOWN OF**  
**SAHUARITA**  
**for**  
**Developing the Framework of a Collaborative**  
**Wastewater Service Agreement**

This Intergovernmental Agreement ("Agreement" or "IGA") is entered into by Pima County, a political subdivision and body politic of the State of Arizona ("County"); and the Town of Sahuarita, a municipal corporation of the State of Arizona ("Town"); pursuant to A.R.S. § 11-952. Town and County are collectively referred to in this Agreement as "the Parties" and either may be individually referred to as a "Party."

**RECITALS**

- A. County and Town 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. § 11-264 to construct and operate a sewage facility.
- C. County is the wastewater service provider for the Green Valley Designated Management Area.
- D. Town is authorized by A.R.S. § 9-511.01 to engage in a domestic wastewater business.
- E. Town is the wastewater provider for the Sahuarita Designated Management Area.
- F. Town and County wish to develop consensus on the framework for a regional wastewater service agreement for the Sahuarita/Green Valley Area by hiring a consultant to assist with developing the framework.
- G. Town and County intend to contribute up to \$125,000 each, for a combined maximum of \$250,000, for consultant services to guide the decision making for key elements of a regional wastewater service agreement framework.

**NOW THEREFORE**, County and Town, pursuant to the above and in consideration of the matters and things thereafter set forth, do mutually agree as follows.

## **AGREEMENT**

1. **Purpose.** County and Town desire to hire a consultant and participate equally in developing a framework for a regional wastewater service agreement in the Sahuarita/Green Valley area.
2. **Project.** The Project consists of hiring a consultant mutually acceptable by both Parties, developing a list of key elements and options, arriving at consensus to those elements, and combining the elements into a framework for a regional wastewater service agreement. The key elements will contain, at a minimum:
  - a. Responsibilities for the cost of construction, operation, and maintenance of a regional wastewater system.
  - b. Ownership of the effluent produced by a regional water reclamation facility.
  - c. Tracking and projecting area growth.
  - d. Timing of facility construction and expansion.
3. **Town Responsibility.**
  - a. Provide information to consultant when formally requested.
  - b. Participate in scheduled meetings and informal consultant discussions.
  - c. Reimburse the County for 50% of all consultant services upon receiving the invoices.
4. **County Responsibility.**
  - a. Procure and manage the consultant's contract.
  - b. Coordinate meetings during the project.
  - c. Invoice the Town for 50% of all consultant services.
5. **Financing.** Town agrees to reimburse County 50% of all consultant invoices for the scope services described in Exhibit A, and for all mutually agreed amendments and/or modifications through the consultant contract term. Total consultant fees under this IGA will not exceed \$250,000 and payment to County will not exceed \$125,000.

Town will pay County within sixty (60) days for the services invoiced pursuant to this IGA. Town may challenge any invoice or may request additional supporting data provided; however, such challenge or data request will not delay Town's payment to County.
6. **Effective Date and Term.** This IGA will be effective on the date it is fully executed by both parties and will continue for a period of twelve (12) months unless it is, prior to the expiration of such period, extended or terminated by agreement of the Parties.
7. **Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the County or Town.
8. **Legal Authority.** Neither Party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either Party lacks



authority to enter into this Agreement, or any part of it, then the Agreement, 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.

9. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to create any partnership, joint venture or employer-employee relationship between County and Town. No Party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other Party as a result of this Agreement, including (without limitation) any Party's obligation to withhold Social Security and income taxes for itself or its employees.
10. **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.
11. **Compliance with Laws.** The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court.
  - a. **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.
  - b. **Americans with Disabilities Act.** 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.
  - c. **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.
12. **Waiver.** Waiver by either Party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
13. **Termination.**
  - a. For cause. Either Party may terminate this Agreement for material breach of the



Agreement by the other Party. Prior to any termination under this paragraph, the Party allegedly in default shall be given written notice by the other Party of the nature of the alleged default. The Party said to be in default shall have forty-five days to cure the default. If the default is not cured within that time, the other Party may terminate this Agreement. Any such termination shall not relieve a Party from liabilities or costs already incurred under this Agreement.

- b. A.R.S. § 38-511. This Agreement may be terminated pursuant to A.R.S. § 38-511 in certain instances involving conflict of interest.
- c. Non-appropriation. It is acknowledged that, notwithstanding any other provision contained herein, this Agreement may be terminated if for any reason the Pima County Board of Supervisors or if the Town of Sahuarita Town Council fails to appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the County and the Town shall have no further obligation to each other, other than for payment for services rendered prior to such termination.

#### **14. Indemnification.**

- a. Mutual Indemnity. To the fullest extent permitted by law, each Party to this Agreement shall indemnify, defend and hold the other Party, its governing boards or bodies, officers, departments, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorney's, consultant's and accountant's fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of any act or omission of the indemnifying Party, its agents, employees or anyone acting under its direction or control, whether intentional, negligent, grossly negligent, or amounting to a breach of contract, in connection with or incident to the performance of this Agreement.
- b. Notice. Each Party shall notify the other Party in writing within thirty (30) days of the receipt of any claim, demand, suit or judgment against the receiving Party for which the receiving Party intends to seek indemnification from the other Party pursuant to this paragraph. Each Party shall keep the other Party informed on a current basis of its defense of any claims, demands, suits, or judgments relating to this Agreement.
- c. Negligence of indemnified Party. The obligations under this paragraph 15 shall not extend to the negligence of an indemnified Party, its agents or employees.
- d. Survival of termination. This paragraph 15 shall survive the termination, cancellation or revocation, whether in whole or in part, of this Agreement.

**15. Insurance.** Each Party warrants that it maintains self-insurance or other insurance covering that Party's liability regarding the Project.

**16. Books and Records.** Each Party shall keep and maintain proper and complete books, records and accounts, which shall be open for inspection and audit by duly authorized representatives

of the other Party at all reasonable times. All design and construction drawings, records, documentation and correspondence shall be the property of the County at the completion of the Project. Within six months after acceptance of the Project by the Town and County, the County shall provide, at no cost to the Town, As-Built original drawings of the Project.

- 17. Inspection and Audit of Records.** The appropriate designated representatives of a Party may perform any inspection of the Project or reasonable audit of any books or records of the other Party to satisfy itself that the monies on the Project have been spent and the Project operated and maintained in accordance with this Agreement.
- 18. Amendment.** This Agreement may only be modified, amended, altered or changed by written agreement signed by the parties.
- 19. Severability.** In the event that any provision of the Agreement or the application thereof is held invalid, such invalidity shall have no effect on other provisions and their application that can be given effect without the invalid provision, or application, and to this extent, the provisions of the Agreement are severable.
- 20. Entire Agreement.** This Agreement, 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 Agreement. This Agreement may not be modified, amended, altered or extended except through a written amendment signed by the parties.
- 21. Notification.** All notices or demands upon a Party to this Agreement shall be in writing, unless other forms are specifically authorized by this Agreement, and shall be delivered in person or sent by mail addressed as follows:

TOWN SAHUARITA:

Beth Abramovitz, P.E.,  
Assistant Town Manager  
375 W Sahuarita Center Way  
Sahuarita, Arizona 85629

PIMA COUNTY:

Jackson Jenkins, Director  
Pima County Regional  
Wastewater Reclamation  
Department  
201 N. Stone, 8<sup>th</sup> Floor  
Tucson, Arizona 85701

Notices shall be deemed delivered and received on the date of delivery, if delivered in person, or on the third business day after mailing, if delivered by any form of mail.

Any party may, by written notice to the other parties, designate another address or person for receipt of notices under this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this 13th day of May, 2024.

**PIMA COUNTY**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

**TOWN OF SAHUARITA**

Tom Murphy  
\_\_\_\_\_  
Authorized Officer Signature

Tom Murphy, Mayor  
\_\_\_\_\_  
Printed Name and Title

5/13/24 22:41 MST  
\_\_\_\_\_  
Date

ATTEST:

Lisa Cole  
\_\_\_\_\_  
Lisa Cole, MMC, Town Clerk

5/13/24 22:50 MST  
\_\_\_\_\_  
Date



**Intergovernmental Agreement Determination**

The foregoing Intergovernmental Agreement between Pima County and Town of Sahuarita has been reviewed pursuant to A.R.S. § 11-952 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 represented by him/her.

Pima County:

Cindy Nguyen 5/15/24  
\_\_\_\_\_  
Cindy Nguyen, Deputy County Attorney Date

Town of Sahuarita:

Jon M. Paladini 5/13/24 14:03 MST  
\_\_\_\_\_  
Jon Paladini, Town Attorney Date