



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 08/21/2023

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Town of Sahuarita

***Project Title/Description:**

Intergovernmental Agreement between Pima County and the Town of Sahuarita for provision of Sewer Services by Pima County.

***Purpose:**

Intergovernmental Agreement (IGA) between Town of Sahuarita and Pima County to secure and authorize for Pima County's continued operation, maintenance and provision of sewerage services within the Town of Sahuarita's corporate limits currently served or planned to be served by Pima County. The IGA will be effective on the date it is fully executed by the County Board Supervisors and the Town Council and continue for a period of twenty (20) years, unless it is, prior to the expiration of such period, extended or terminated by either party. The IGA may be extended for an additional twenty (20) year term upon mutual agreement of the Parties prior to the expiration of the IGA.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

This IGA replaces the expired IGA between Pima County and the Town of Sahuarita and continues Pima County obligations to ensure sewerage services within the service area, while revising the contents of the IGA to meet current ordinance definitions and legal requirements.

***Public Benefit:**

The operation, maintenance and provision of sewerage services within the Town of Sahuarita's corporate limits.

***Metrics Available to Measure Performance:**

Provision of sewerage services.

***Retroactive:**

No.

To: COB 7-20-23(2)
Vers: 1
Pgs: 8

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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): 23*196
Commencement Date: 08/21/2023 Termination Date: 08/20/2043 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ N/A * ☐ Revenue Amount: \$ _____

***Funding Source(s) required: N/A**

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: Jenette G. Lee

Department: RWRD

Telephone: (520) 724-6235

Department Director Signature: _____

Date: 7/17/23

Deputy County Administrator Signature: _____

Date: 7/17/2023

County Administrator Signature: _____

Date: 7/17/2023

INTERGOVERNMENTAL AGREEMENT
BETWEEN
PIMA COUNTY AND THE TOWN OF SAHUARITA
FOR
PROVISION OF SEWER SERVICES BY PIMA COUNTY

**INTERGOVERNMENTAL AGREEMENT BETWEEN
PIMA COUNTY AND THE TOWN OF SAHUARITA FOR
PROVISION OF SEWER SERVICES BY PIMA COUNTY**

This Intergovernmental Agreement ("IGA") is made and entered into by and between Pima County, Arizona, a political subdivision of the State of Arizona ("County"), and the Town of Sahuarita, Arizona, a municipal corporation ("Town") pursuant to A.R.S. § 11-952.

Recitals

- A. The Town has the requisite statutory authority to construct, purchase, acquire, own, and maintain a wastewater treatment facility within or without its corporate limits pursuant to A.R.S. §§ 9-511 and 9-514.
- B. The Town has the requisite statutory authority to construct and maintain sewers and drains and prevent and punish any obstruction thereof within its corporate limits pursuant to A.R.S. § 9-240(B)(5)(a).
- C. The County has the requisite statutory authority to purchase, construct, or operate a sewage system, including the collection, transportation, pumping, treatment, and disposal of sewage, within Pima County pursuant to A.R.S. § 11-264.
- D. The County, through the Regional Wastewater Reclamation Department (Wastewater Reclamation), currently operates a sewerage system which provides sewage services to a portion of the Town as described in Exhibit A attached hereto.
- E. The Town and the County desire to avail themselves of all provisions of law applicable to this IGA and desire to jointly exercise their powers as provided for in A.R.S. § 11-951 et seq.
- F. The Town and the County intend by this IGA to provide for the County's continued operation, maintenance, and provision of sewerage services within the Town's corporate limits currently served or planned to be served by the County.

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

Agreement

- 1. **Definitions.** For the purpose of this IGA, the terms below are defined as follows:
 - a. "Private Sewage Conveyance System": Private pipes, force main, or pump stations conveying sanitary sewage from buildings to physical points of connection with public sewer pipes or public manholes. Also includes private wastewater systems.
 - b. "Service Area": The area to be served by the County under this IGA will include the

area within the incorporated boundaries of the Town of Sahuarita exclusive of the area designated as the Sahuarita Designated Management Area in the 208 Areawide Management Plan for Sahuarita and shown in Exhibit A attached hereto and incorporated by reference herein.

- c. "Public Sewage Conveyance System": The sewer pipes, manholes, force mains, pump stations, and appurtenances, currently owned or utilized or to be owned or utilized by the County, to provide sanitary sewerage services within the Service Area and to convey the sewage from within the Service Area to the Green Valley Water Reclamation Facility, including any improvements thereto. "Public Sewage Conveyance System" specifically excludes any House Connection Sewers, septic systems, or other disposal systems located within the Town.
 - d. "Declined Area": Any area within the Service Area which the County declines to serve.
2. **Purpose.** The purpose of this IGA is to secure and authorize the County's provision of sanitary sewage services within the Service Area.
3. **Sewer Services.**
- a. The County, through Wastewater Reclamation or its successor, will, at its sole expense, be permitted to construct, operate, maintain, repair, replace, and manage a Public Sewage Conveyance System, within the Service Area to connect the Service Area to the County's Green Valley Water Reclamation Facility located within the Town's incorporated limits. During the term of this IGA, the County will own the Public Sewage Conveyance System within the Service Area that is tributary to the Green Valley Water Reclamation Facility. Upon termination of this IGA, the Town may, at its sole discretion, purchase that portion of the Public Sewage Conveyance System within the Service Area that does not provide flow-through sewage conveyance from outside the Service Area, for fair value agreed upon by the County and the Town. In the event the Parties cannot agree on a purchase price within 180 days of the County's receipt of written notice by the Town of its desire to purchase the Public Sewage Conveyance System, the Parties will submit the purchase of the Sewer System to arbitration in accordance with the provisions of Section 11 of this IGA.
 - b. The Town acknowledges that the County's construction, operation, maintenance, repair, replacement, and management of the Public Sewage Conveyance System are governmental activities not subject to the ordinances, regulations, or other laws of the Town without the express consent of the County.
 - c. The County will carry out its obligations under this IGA in such a manner as to ensure that, at a minimum, sewerage services remain at the level of service existing as of the Effective Date of this IGA.
 - d. The County, acting through Wastewater Reclamation, will provide advice when requested to the Town's Planning and Engineering staffs or agents and Council in the

review of zoning and development applications pertaining to the Service Area. The Town agrees that it will not grant rezonings or subdivision approvals for developments within the Service Area that will create a health hazard by exceeding the conveyance or treatment capacities of the Public Sewage Conveyance System and the Green Valley Water Reclamation Facility, or violate Wastewater Reclamation's design standards and policies.

- e. The County will retain full authority to review, comment, inspect, approve, and deny the design and construction of development sewage conveyance systems designated to become County owned developer-contributed Public Sewage Conveyance Systems. This includes following established County submittal work flow and the collection of all fees and charges associated with that process, in accordance with County Code, design standards, details, specifications and operational policies.
- f. The County will retain full authority to finance all capital, and operation and maintenance costs and expenses, associated with the Public Sewage Conveyance System. The County will be solely responsible for establishing and maintaining an annual budget for the Public Sewage Conveyance System.
- g. The County will collect within the Town limits the Wastewater Utility fees and sewer user fees contained in the Pima County Code and as provided in Section 4(a) of this IGA.

4. Specifications; Plans; Reports; Approvals.

- a. The County will construct, operate, maintain, repair, replace, and manage the Public Sewage Conveyance System within the Service Area in accordance with the County's regulations, ordinances, industrial waste control regulations, specifications, and sound engineering policies and principles. Town agrees that County wastewater and industrial waste control permit requirements, fees, and penalties will be valid and enforceable within the Service Area within the Town limits. The County will inspect any sewer construction performed within the Service Area to ensure such construction conforms with its requirements.
- b. The County will provide the Town or its designee with all plans, proposed and final, regarding any new public capital improvements to the Public Sewage Conveyance System for the Town's review and approval prior to the County approving construction. The Town will not unreasonably prolong its review or issuance of any requested permits.
- c. The County will provide the Town copies of all engineering policies, regulations, ordinances, and other like materials applicable to the Public Sewage Conveyance System, including any amendments, modifications, and repeals thereto.
- d. At the Town's request, the County will provide copies of any studies and reports necessary for the operation and maintenance of the Public Sewage Conveyance System,

including but not limited to feasibility sewer studies, basin studies, studies regarding future improvements, and expansions to the Public Sewage Conveyance System and the Green Valley Water Reclamation Facility within the Town Boundary.

5. Rights-of-Way.

- a. The Town will provide the County reasonable access to Town controlled or owned rights-of-way for the purpose of constructing, operating, maintaining, repairing, and managing the Public Sewage Conveyance System, and execute any appropriate right-of-way easements with the County to provide the County that access. The County will give reasonable advance notice to the Town or its designee of any repair or improvement by the County or its employees or agents altering the Town's rights-of-way.
- b. Nothing in this IGA will be construed to grant the County an exclusive right to erect and maintain all or a portion of the Public Sewage Conveyance System in the public right-of-way. The Public Sewage Conveyance System will be constructed, operated, and maintained so as not to interfere with the reasonable use of the public right-of-way by the Town or other third parties. The Town may determine for any reasonable reason that any or all of the Public Sewage Conveyance System restricts or obstructs the use or location or any future use or location of the public right-of-way or facilities of the Town or the use thereof by the public or other third parties. If the Town makes that determination, the Town will inform the County in writing, and the County will then remove, relocate, or abandon that portion of the obstructing Public Sewage Conveyance System within a reasonable period of time of receipt of notice from the Town. The costs of removal and relocation will be allocated according to prior rights.
- c. In maintaining, repairing, and operating the Public Sewage Conveyance System, the County will not alter the direction, surface, grade, or alignment of any Town roadway, without the prior written approval of the Town. The County will use all necessary care to avoid doing or permitting to be done any damage, disturbance, alteration, or modification to the Town's roadways or facilities. If the County damages, disturbs, alters, modifies, or permits any damage, disturbance, alteration, or modification to the Town's roadways or facilities without the prior written approval of the Town, the County will restore promptly the roadway or facilities to their condition prior to the damage, disturbance, alteration, or modification, at its sole expense, in a manner reasonably approved by the Town.
- d. In maintaining, repairing, and operating its roadways and facilities, the Town will not alter any part of the Public Sewage Conveyance System without the prior written approval of the County. The Town will use all necessary care to avoid doing or permitting to be done any damage, disturbance, alteration, or modification to the Public Sewage Conveyance System. If the Town damages, disturbs, alters, modifies, or permits any damage, disturbance, alteration, or modification to the Public Sewage Conveyance System without the prior written approval of the County, the Town will promptly restore the Public Sewage Conveyance System to its condition prior to the

damage, disturbance, alteration, or modification, at its sole expense and in manner reasonably approved by the County.

- e. The Town will ensure, through its building permitting and inspection system, that the County maintains visual and vehicular access to the Public Sewage Conveyance System that is in existence as of the effective date of this IGA.
 - f. Nothing in this IGA will be construed to prevent the Town from abandoning, altering, improving, repairing, or maintaining facilities of the Town or public rights-of-way and, for that purpose, requiring the County to remove, relocate, or abandon all or portions of the Public Sewage Conveyance System to accommodate the activities of the Town. The County will relocate all or any portion of the Public Sewage Conveyance System that conflicts or interferes with the Town's use, expanded use, improvement, or abandonment of any public right-of-way. The costs of such relocations will be allocated according to the prior rights of each party.
6. **Septage and Vault-and-Haul Sewage.** Chapter 13.36 of the Pima County Code will govern the disposal of septage and vault-and-haul sewage in the Public Sewage Conveyance System. The Parties acknowledge that, pursuant to Pima County Code Section 13.36.100, that no septage or vault- and-haul sewage from any part of the Town may be discharged to or placed in the Public Sewage Conveyance System without a disposal permit issued by the Director of Wastewater Reclamation or by special authorization by the Director. The Parties also acknowledge that permit holders will dispose of septage and vault-and-haul sewage only at the Tres Rios Septage Receiving Facility, located at 4527 West Walker Road in Tucson, Arizona.
7. **Effluent or Reclaimed Water.** Given that no infrastructure currently exists to make conveyance of effluent to the Town from the Green Valley Water Reclamation Facility feasible at this time, the Parties agree to discuss any opportunities that may arise in the future to deliver to the Town any effluent or reclaimed water generated from the Service Area.
8. **Term; Termination.**
- a. This IGA will be effective on the date it is fully executed by the County Board of Supervisors and the Town Council ("Effective Date") and continue for a period of twenty (20) years, unless it is, prior to the expiration of such period, extended or terminated by either party. This IGA may be extended for an additional twenty (20) year term upon mutual agreement of the Parties prior to the expiration of this IGA.
 - b. This IGA may be terminated by either party for any reason or no reason upon 180 days written notice.
 - c. If the Town terminates this IGA pursuant to Section 8(b) in a manner that precludes the reasonable use of the Public Sewage Conveyance System by the County, the Town will purchase the Public Sewage Conveyance System for fair value agreed upon by the

County and the Town. In the event the Parties cannot agree on a purchase price within 180 days of the County's receipt of written notice by the Town of its desire to purchase the Public Sewage Conveyance System, the Parties will submit the purchase of the Public Sewage Conveyance System to arbitration in accordance with the provisions of Section 9 of this IGA.

- d. Town retains the right to construct, operate, maintain, repair, replace, and manage a Public Sewage Conveyance System within the Service Area to provide service to areas within the Service Area the County declines to serve ("Declined Area"). If there is an applicable Declined Area, the Parties will revise Exhibit A to delete the Declined Area.
9. **Arbitration.** Any controversy or claim arising out of or relating to this IGA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.
10. **Indemnification.** To the extent permitted by law, each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party and its officers, officials, employees and agents (collectively as "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") for bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused or alleged to have been caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the parties to this IGA shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Section 10 shall survive termination of this IGA.
11. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
12. **Non-Discrimination.** 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 in the course of carrying out their duties under this IGA. The parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference.
13. **ADA.** 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.

14. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
15. **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.
16. **Non-exclusive.** This IGA and the privileges granted herein will not be exclusive, and the Town expressly reserves the right to provide sewerage services, within the Service Area in the future should the Town determine that the County is not providing such sewerage services and that for the Town to do so is financially feasible, consistent with sound engineering principles and furthers reasonable wastewater management goals.
17. **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, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
18. **Workers' 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.
19. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will 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 will be liable for any debts, accounts, obligations nor liabilities 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.
20. **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.
21. **Waiver.** A prior consent to waive any covenant, promise, payment or performance under this IGA will not be construed as a waiver of any subsequent performance of that or any other covenant, promise, payment or performance under this IGA.

22. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and 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:
Regional Wastewater Reclamation
Department Director
201 N. Stone Avenue, 8th Floor
Tucson, AZ 85701

Town:
Town Manager
375 W. Sahuarita Center Way
Sahuarita, AZ 85629

23. **Entire Agreement.** This document, 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 IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.
24. **Amendments.** This Agreement may not be amended, modified, or altered except in writing signed by both Parties.



In Witness Whereof, County has caused this IGA to be executed by the Chair of its Board of Supervisors, upon resolution and attested to by the Clerk of the Board and the Town has caused this IGA to be executed by the Mayor upon resolution of the Mayor and Council and attested to by its Clerk.

COUNTY:

PIMA COUNTY, ARIZONA

By _____
Adelita Grijalva, Chair of the Board of Supervisors

ATTEST:

Melissa Manriquez, Clerk of the Board

TOWN:

TOWN OF SAHUARITA, ARIZONA

By Tom Murphy
Tom Murphy, Mayor

ATTEST:

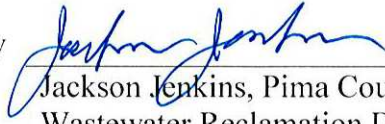
Lisa Cole
Lisa Cole, MMC, Town Clerk



APPROVAL

The foregoing IGA between Pima County and the Town of Sahuarita has been reviewed by the undersigned, and is hereby approved as to content.

PIMA COUNTY, ARIZONA

By 
Jackson Jenkins, Pima County Regional
Wastewater Reclamation Department Director

TOWN OF SAHUARITA, ARIZONA

By 
Shane Dille, Town Manager

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing IGA between Pima County and the Town of Sahuarita has been reviewed 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 he or she represents.

PIMA COUNTY, ARIZONA

By 
Bobby Yu, Deputy County Attorney

TOWN:

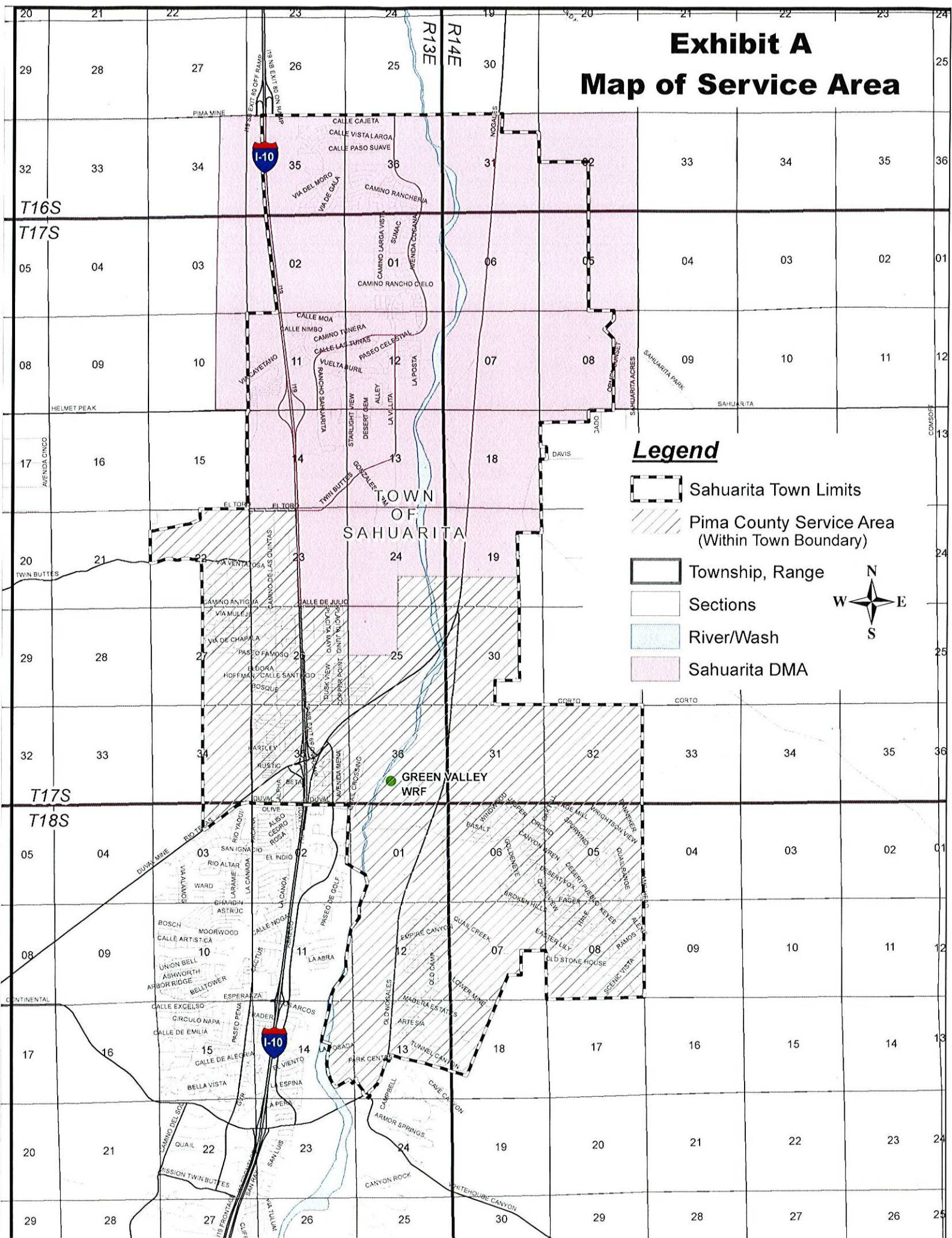
TOWN OF SAHUARITA, ARIZONA

By 
Jon Paladini, Town Attorney

Exhibit A
Map of Service Area

Exhibit A

Map of Service Area



Legend

- Sahuarita Town Limits
- Pima County Service Area (Within Town Boundary)
- Township, Range
- Sections
- River/Wash
- Sahuarita DMA

