



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 10/15/2024

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Marana Unified School District

***Project Title/Description:**

Intergovernmental Agreement (IGA) between Pima County Flood Regional Control District (District) and the Marana Unified School District (MUSD) for the Santa Cruz River Wildlife Ramp and Santa Cruz River Cortaro Narrows Training Structures

***Purpose:**

The IGA provides the District with a construction staging area for the Santa Cruz River Wildlife Ramp and Santa Cruz River Cortaro Narrows Training Structures projects in exchange for excess material generated by the projects.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

A no cost construction staging area will be provided by MUSD in exchange for the excess material generated by construction activities within the Santa Cruz River.

***Public Benefit:**

The District will save money on construction staging and will not need to haul off excess material from the construction projects.

***Metrics Available to Measure Performance:**

Hauling of excess material being generated.

***Retroactive:**

No

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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: SC Department Code: FC Contract Number (i.e., 15-123): SC2400002307
Commencement Date: 10/15/2024 Termination Date: 10/14/2027 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☐ Revenue Amount: \$ _____

***Funding Source(s) required: Flood Control Ops**

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

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

Amount This Amendment: \$ _____

***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: Janice Hughes (M. Guzman 4-4611 for P/U)

Department: Regional Flood Control District

Telephone: 724-4635

Department Director Signature: _____

Date: 9/27/24

Deputy County Administrator Signature: _____

Date: 9/27/2024

County Administrator Signature: _____

Date: 9/28/2024

**Intergovernmental Agreement between
Pima County Regional Flood Control District and Marana Unified School District
for the Santa Cruz River Wildlife Ramp
and
Santa Cruz River Cortaro Narrows Training Structures**

This Intergovernmental Agreement ("IGA") is entered into by and between Pima County Regional Flood Control District, a political taxing subdivision of the State of Arizona ("District") and the Marana Unified School District, ("MUSD") pursuant to A.R.S. § 11-952.

1. Background.

- 1.1. The District and MUSD may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §§ 11-952, 15-342, and 48-3603(C)(9).
- 1.2. The District is authorized by A.R.S. § 48-3603(C)(3) to contract and join with any other flood control district, municipality, political subdivision, or governmental agency in acquiring, constructing, maintaining and operating flood control works.
- 1.3. The District is planning construction of the Santa Cruz River Wildlife Ramp and the Santa Cruz River Cortaro Narrows Training Structures (collectively, "Projects"). The construction of the Projects will take three years to complete, beginning in October 2024 with substantial completion by May 2027.
- 1.4. MUSD owns the real property identified as tax parcel number 226-08-007Q and that is adjacent to the Santa Cruz River and the I-10 Frontage Road (the "MUSD Parcel"). The District would like to use the MUSD Parcel for construction staging during the 3-year construction period of the Projects.
- 1.5. The Santa Cruz River Wildlife Ramp provides community-wide benefits that include:
 - a. Improvement of wildlife connectivity between the Tucson and Tortolita mountains as part of the wildlife corridor planning within Sonoran Desert Conservation Plan;
 - b. Wildlife access over the FEMA levee by connecting a pathway from the abandoned I-10 culvert to the El Rio Preserve and longitudinally along the Santa Cruz River Narrows; and
 - c. Provides a pedestrian bridge which will connect the MUSD Parcel to the Huckelberry Loop.
- 1.6. The Santa Cruz River Cortaro Narrows Training Structures provide community-wide benefits that include:
 - a. Reduction of flood risk by returning approximately three miles of the Narrows to the 1988 design grade, repairing undercut soil cement and removing excess sediment to return design flow capacity;

- b. Installation of seven grade control low flow training structures within the channel to reduce erosion risk, improve bank protection performance, and enhance water recharge;
 - c. Removal of invasive species such as Tamarix which leads to enhanced riparian habitat;
 - d. Restoration of habitat to support increased native plant and animal diversity; and
 - e. Enhancement of public safety and fire access with the installation of new maintenance ramps with half-mile spacing.
- 1.7. The MUSD Parcel is currently protected from the Santa Cruz River Floodplain by a FEMA accredited levee. However, the parcel elevation is below the 100-year and 500-year flood elevations. Excess material from the Narrows grading can be utilized on the MUSD parcel to create an elevated pad creating a safer environment for future development.
- 2. **Purpose.** The District and MUSD agree that:
 - 2.1. **MUSD Responsibilities.** MUSD will:
 - 2.1.1. Grant the District and its contractors permission to utilize the MUSD Parcel for construction staging for the Projects.
 - 2.1.2. Coordinate with the District as to MUSD's preference on where the elevated pad is to be located on the MUSD Parcel.
 - 2.1.3. Give 90-day notice of the need to vacate the property if MUSD needs use of the parcel during the term of this IGA.
 - 2.2. **District Responsibilities.** District will:
 - 2.2.1. Utilize material generated by the Projects to elevate a portion of the MUSD Parcel above the adjacent Santa Cruz River 100-year Flood Elevation.
 - 2.2.2. Coordinate with MUSD on the proposed site grading that will occur during construction of the Projects. Grading needs to consider tying into existing grade at property boundaries including driveway elevations at the ADOT frontage road. Grading may not adversely impact adjacent property drainage conditions.
- 3. **Financing.** No Fee is associated with District's use of the MUSD Parcel.
- 4. **Term.** This IGA will be effective on the date it is fully executed by both parties and will continue for a period of three years unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.

5. **Disposal of Property.** Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
6. **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") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
7. **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:
 - 7.1. Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.
 - 7.2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of \$2,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
 - 7.3. If required by law, workers' compensation coverage including employees' liability coverage.
 - 7.4. Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.
 - 7.5. The above requirement may be alternatively met through a self-insurance program under A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this Section
8. **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.
9. **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.
10. **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.
11. **Conflict of Interest.** This IGA 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.

12. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or MUSD Governing Board does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
13. **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.
14. **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 a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever 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.
15. **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.
16. **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):

Pima County Flood Control Marana Unified School District

Eric Shepp, PE
Director
Pima County Regional Flood
Control District
201 N Stone Ave, 9th Floor
Tucson, AZ 85701

Mark Goligoski
Assistant Superintendent of Operations
Marana Unified School District
11290 West Grier Road
Marana, AZ 85653

17. **Amendment.** This IGA may only be modified, amended, altered or changed by written agreement signed by the parties.
18. **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.
19. **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.

20. **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.
21. **Effective Date.** This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature).

**PIMA COUNTY REGIONAL FLOOD
CONTROL DISTRICT**

Adelita S. Grijalva, Chair
Board of Directors

Date

ATTEST

Melissa Manriquez, Clerk of the Board

MARANA UNIFIED SCHOOL DISTRICT




[Title] Dr. Daniel Streeter
Superintendent

9/16/24

Date


ATTEST



[Title] Brenda Drury
Executive Secretary

Approval

The foregoing Intergovernmental Agreement between the District and MUSD has been reviewed by the undersigned and is hereby approved as to content.



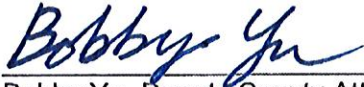
Eric Shepp
Director, Regional Flood Control District

Contract No.:

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between the District and MUSD 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 REGIONAL
FLOOD CONTROL DISTRICT:**



Bobby Yu, Deputy County Attorney

MARANA UNIFIED SCHOOL DISTRICT



Lisa Anne Smith, counsel for MUSD

TEMPORARY CONSTRUCTION EASEMENT

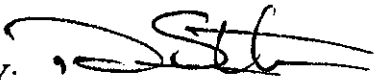
For valuable consideration, Marana Unified School District ("Grantor") grants unto **Pima County Flood Control District**, a political taxing authority of the State of Arizona ("PCFCD") an exclusive Temporary Construction Easement ("TCE") over and upon the real property described on the attached **Exhibit "A"** (the "Property") for construction activities associated with the Santa Cruz River Cortaro Narrows Training Structures Project and the Santa Cruz River Wildlife Corridor Project ("Projects").

This Easement is subject to the following terms:

1. This Easement shall be effective, and PCFCD shall have a right to utilize the Property upon the execution of the TCE and terminates upon the earlier of (i) 38 months after its effective date; or (ii) the completion of construction of the Projects.
2. PCFCD may, if necessary, adjust driveway grades on the Property as applicable to match the grade of District improvements.
3. Upon the completion of construction activities on the Property, PCFCD will remove all materials and supplies and leave the Property in a clean and graded condition.
4. Nothing herein contained shall be construed as granting title to the Property or as vesting in PCFCD any right of entry to the Property after the termination of this Easement.
5. PCFCD shall indemnify, defend and hold harmless Grantor from any and all present or future claims, demands, and causes of action in law or equity caused by the negligent or intentionally wrongful acts of the officers, authorized agents and/or employees of PCFCD, in connection with the work done pursuant to this Easement.

Signed this 16th day of September, 2024

Marana Unified School District

BY: 
Dr. Daniel Streeter (printed name)

ITS: Superintendent

STATE OF ARIZONA)
) §
COUNTY OF PIMA)

This instrument was acknowledged before me this 16 day of September, 2024
by DR. Daniel Streeter as Superintendent of Marana
Unified School District.

Megan Elizabeth Miller
Notary Public

My Commission Expires:

10/15/2027



EXHIBIT A

LEGAL DESCRIPTION:

THAT PORTION OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 16, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST ONE QUARTER (NW 1/4);

THENCE NORTH 89°29'28" EAST, ALONG SAID NORTH LINE A DISTANCE OF 2,113.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY

THENCE SOUTH 45°24'10" EAST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 250.50 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 45°24'10" EAST, ALONG SAID RIGHT-OF-WAY A DISTANCE OF 377.90 FEET;

THENCE SOUTH 42°47'53" EAST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 91.44 FEET;

THENCE SOUTH 00°51'42" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW 1/4) A DISTANCE OF 950.22 FEET, TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO SOUTHWEST, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 39°05'44" EAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 13679.32 FEET, A CENTRAL ANGLE OF 05°15'03", FOR AN ARC DISTANCE OF 1253.57 FEET TO A POINT OF A NON-TANGENT LINE;

THENCE NORTH 50°55'40" WEST, 853.02 FEET TO THE POINT OF BEGINNING.

EXCEPT CORTARO WATER USERS ASSOCIATION WELL SITE 16-CI AS RECORDED IN BOOK 314, BOOK OF DEEDS, AT PAGE 431.