



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 10/18/2016

or Procurement Director Award

Contractor/Vendor Name (DBA): Vail Unified School District (VUSD)

Project Title/Description:

Esmond Station Regional Park Phase 1 Improvements Intergovernmental Agreement (IGA)

Purpose:

This agreement allows Pima County to enter into an IGA with VUSD for joint-use of an access road, parking lot and coordinate water and sewer utility services to consolidate and save public money.

Procurement Method:

IGA

Program Goals/Predicted Outcomes:

This agreement allows for construction of the park and appurtenances associated with the project, as well as a long-term agreement for access/maintenance.

Public Benefit:

This agreement enables the most efficient installation of the first phase of the Esmond Station Regional Park, which includes a trailhead, ramada/picnic, trail, exercise equipment and other ancillary items, such as parking/landscaping, by sharing an existing access drive and coordinating utility extensions.

Metrics Available to Measure Performance:

The performance metric will be the continued shared-use of the access road to the mutual benefit of Pima County residents and Vail Unified School District constituents.

Retroactive:

No

To: COB. 9-21-16 (3)
Ver. 1
Pgs. - 9

Procure Dept 09/20/16 PM03:24

Original Information

Document Type: CTN Department Code: PW Contract Number (i.e.,15-123): 17-057

Effective Date: 10/18/2016 Termination Date: 10/18/2041 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ _____ Revenue Amount: \$ _____

Funding Source(s): (This is a no-cost cooperative agreement)

Cost to Pima County General Fund: \$0

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s):

Cost to Pima County General Fund: _____

Contact: Nancy Cole

Department: Public Works Administration-Project Management Office Telephone: 724-6312

Department Director Signature/Date: [Signature] 9/20/16

Deputy County Administrator Signature/Date: [Signature] 9/20/16

County Administrator Signature/Date: [Signature] 9/20/16
(Required for Board Agenda/Addendum Items)

CONTRACT	
NO.	<u>CTN-PW-17-057</u>
AMENDMENT NO.	_____
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

**Intergovernmental Agreement
between
Vail School District No. 20
for
Access and Maintenance in connection with the Vail Education Blended Learning Center
and the Esmond Station Park Trailhead**

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“County”) and Vail School District No. 20 (“VUSD”) pursuant to A.R.S. § 11-952.

Recitals

- A. County and VUSD 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. VUSD is currently designing and building a new Vail Education Blended Learning Center building adjacent to County’s Esmond Station park site which will include a building, parking facilities, and sewer and water connections. County is currently designing and building a new trailhead at Esmond Station Park which will include a parking lot, walking trail, exercise stations, ramada, landscaping, water fountain and new water service. These two projects have been cooperatively designed to reduce costs overall for both projects, including the purposeful design of a shared access way and the extension of utilities in such a manner as to share initial installation costs. This agreement is to define each party’s responsibilities during and following construction of the project for maintenance and access.

NOW, THEREFORE, County and VUSD, in consideration of the terms and conditions hereinafter set forth, agree as follows:

Agreement

1. **Purpose and Scope of Services.** The purpose of this IGA is to establish and implement each party’s responsibilities during the construction of the Esmond Station Park Trailhead and for maintenance of the facilities upon completion of the project. (the “Duties”):

1.1. Both parties will have use of the existing access drive located on the far east side of the VUSD Empire High School Campus with access onto Mary Ann Cleveland Way as identified in Exhibit “A”. VUSD will execute and deliver an easement to County as required for access purposes as identified in Exhibit “B”. The new drive to the park trailhead will be partially on VUSD land, which area VUSD will also include in the access easement. The existing drive will be VUSD’s and the County’s responsibility to maintain.

1.2. The existing access gate across the existing access drive will remain open during park hours (dawn to dusk, every day); or will be relocated north of the park entry drive; or will be removed entirely according to the preference of VUSD. VUSD will notify County in writing of its

preference with regard to the access gate no later than one hundred eighty (180) days following project completion.

1.3. The water line to be installed by County will be installed as a protected public water main, and will be available for use by VUSD to request a water meter and new building connection from Tucson Water at VUSD's sole expense. Stub outs have been designed for this purpose to facilitate VUSD use of the water line. County will provide the necessary easement to Tucson Water for this purpose at no cost to VUSD. VUSD will provide a similar easement at the base of its property adjacent to the public ROW as needed to Tucson Water at no cost to County.

1.4. The sewer line to be installed by VUSD will be appropriately sized to handle the flows of its new building, as well as the future planned installation of a new restroom at the Pima County trailhead. VUSD will provide an easement to this sewer line in the future for Pima County's use to connect to this private sewer at no cost to County, no later than thirty (30) days following Pima County's request in writing for such easement. Pima County will be responsible for sewer maintenance in this easement only; VUSD will remain responsible for maintenance of the sewer for the remaining length. Pima County will coordinate design and installation of the future connection with VUSD in advance of the work in the future.

1.5. VUSD will provide County a temporary construction easement ("TCE") for work on the access drive and water line as identified in Exhibit "C". County will coordinate with VUSD for use of the TCE at the time of construction.

1.6. Pima County will provide VUSD a TCE for work in the park related to the water line hookup as identified in Exhibit "D". VUSD will coordinate with County for use of the TCE at the time of construction.

1.7. VUSD will provide County a temporary construction easement ("TCE") for work on the electric line as identified in Exhibit "E". County will coordinate with VUSD for use of the TCE at the time of construction.

2. Term. This IGA will be effective on the date it is fully executed by both parties and will continue until all of the obligations of each party hereunder have been completely discharged. Either party may terminate this Agreement at any time by providing thirty (30) days prior written notice to the other party of its intent to terminate.

3. Indemnification. Each party will indemnify, defend and hold harmless the other party, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature which result from any act or omission of the indemnifying party, its agents, employees or anyone acting under its direction, control or on its behalf while performing any work pursuant to this Agreement, unless due solely to the negligence of the indemnified party, its officers, departments, employees or agents.

4. 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:

4.1. Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.

4.2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.

4.3. If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.

4.4. If required by law, workers' compensation coverage including employees' liability coverage.

4.5. Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to 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 article.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 the VUSD 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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:
Chris Cawein
Director
Natural Resources, Parks and
Recreation
3500 W. River Rd.
Tucson, Arizona 85741

Vail Unified School District No. 20:
Calvin Baker
Superintendent, Vail Unified School District
13801 E. Benson Hwy
P.O. Box 800
Vail, Arizona 85641

16. 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.

In Witness Whereof, County has caused this IGA to be executed by the Chair of its Board of Supervisors and attested to by the Clerk of the Board, and VUSD has caused this Intergovernmental Agreement to be executed by the _____ upon resolution of the _____ and attested to by _____.

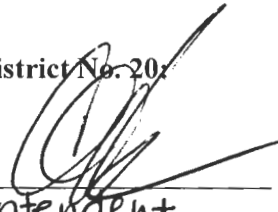
PIMA COUNTY:

Chair
Board of Supervisors

ATTEST

Clerk of the Board

Vail Unified School District No. 20:




Name/Title **Superintendent**

ATTEST

Clerk

Approval

The foregoing Intergovernmental Agreement between Pima County and Vail Unified School District No. 20 has been reviewed by the undersigned, and is hereby approved as to content.




Chris Cawein, Director
Pima County Natural Resources, Parks and Recreation

Intergovernmental Agreement Determination

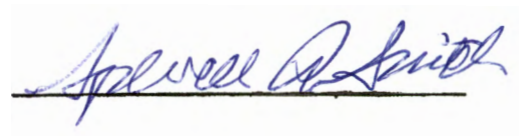
The foregoing Intergovernmental Agreement between Pima County and the Vail Unified School District No. 20 has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY:

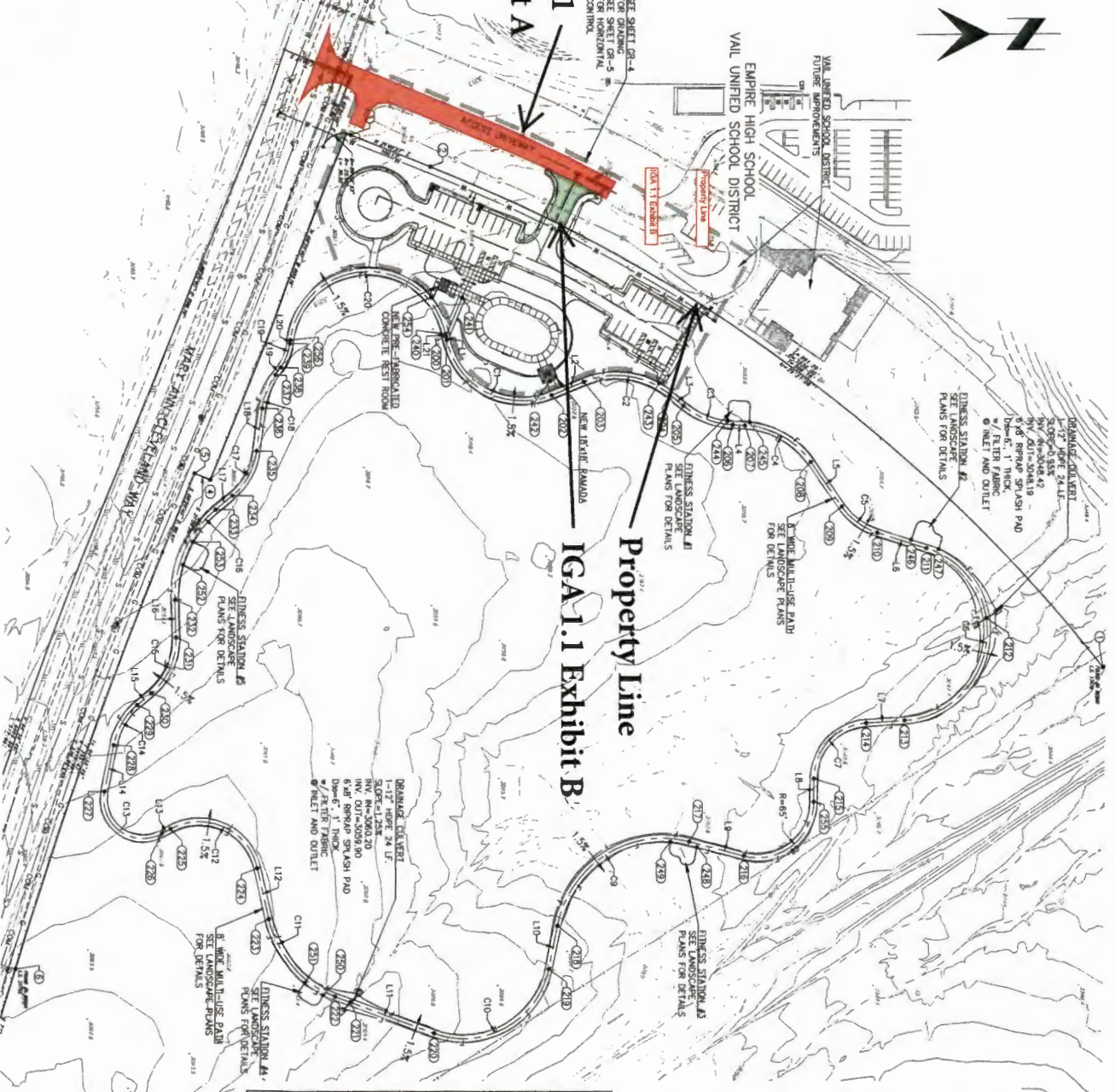
Vail Unified School District No. 20



Deputy County Attorney
TOBIN ROSEN



Deputy Superintendent



Line #	Length	Direction
L1	4.45'	S77°16'57\"
L2	40.58'	S22°17'23\"
L3	20.34'	S49°00'48\"
L4	14.46'	S2°37'41\"
L5	83.35'	S64°48'17\"
L6	59.83'	S7°23'17\"
L7	44.64'	S3°40'17\"
L8	28.91'	S89°30'00\"
L9	31.07'	S37°00'00\"
L10	31.07'	S37°00'00\"
L11	82.17'	S87°08'17\"
L12	60.15'	S76°01'53\"
L13	11.86'	S97°34'44\"
L14	54.05'	S75°30'48\"
L15	21.35'	S46°10'50\"
L16	43.18'	S87°40'52\"
L17	25.00'	S49°50'00\"
L18	48.86'	S42°15'04\"
L19	11.51'	S42°33'30\"
L20	4.18'	S81°38'48\"
L21	2.88'	S77°18'57\"

Curve #	Length	Radius	Delta
C1	196.46'	560.00'	97.98119°
C2	106.99'	1000.00'	61.9132°
C3	83.50'	1000.00'	38.2328°
C4	81.07'	1000.00'	37.0328°
C5	82.24'	800.00'	37.0328°
C6	382.27'	1000.00'	139.5028°
C7	91.82'	800.00'	38.1334°
C8	104.87'	800.00'	106.2729°
C9	304.68'	1250.00'	83.5225°
C10	172.97'	1000.00'	99.9027°
C11	123.47'	125.00'	96.3034°
C12	128.82'	750.00'	105.9137°
C13	103.82'	48.00'	139.0328°
C14	54.82'	800.00'	39.9325°
C15	72.86'	800.00'	32.9812°
C16	104.35'	1350.00'	52.7034°
C17	80.45'	800.00'	43.9194°
C18	42.85'	800.00'	30.1129°
C19	30.46'	800.00'	29.9511°
C20	206.07'	83.00'	138.9743°

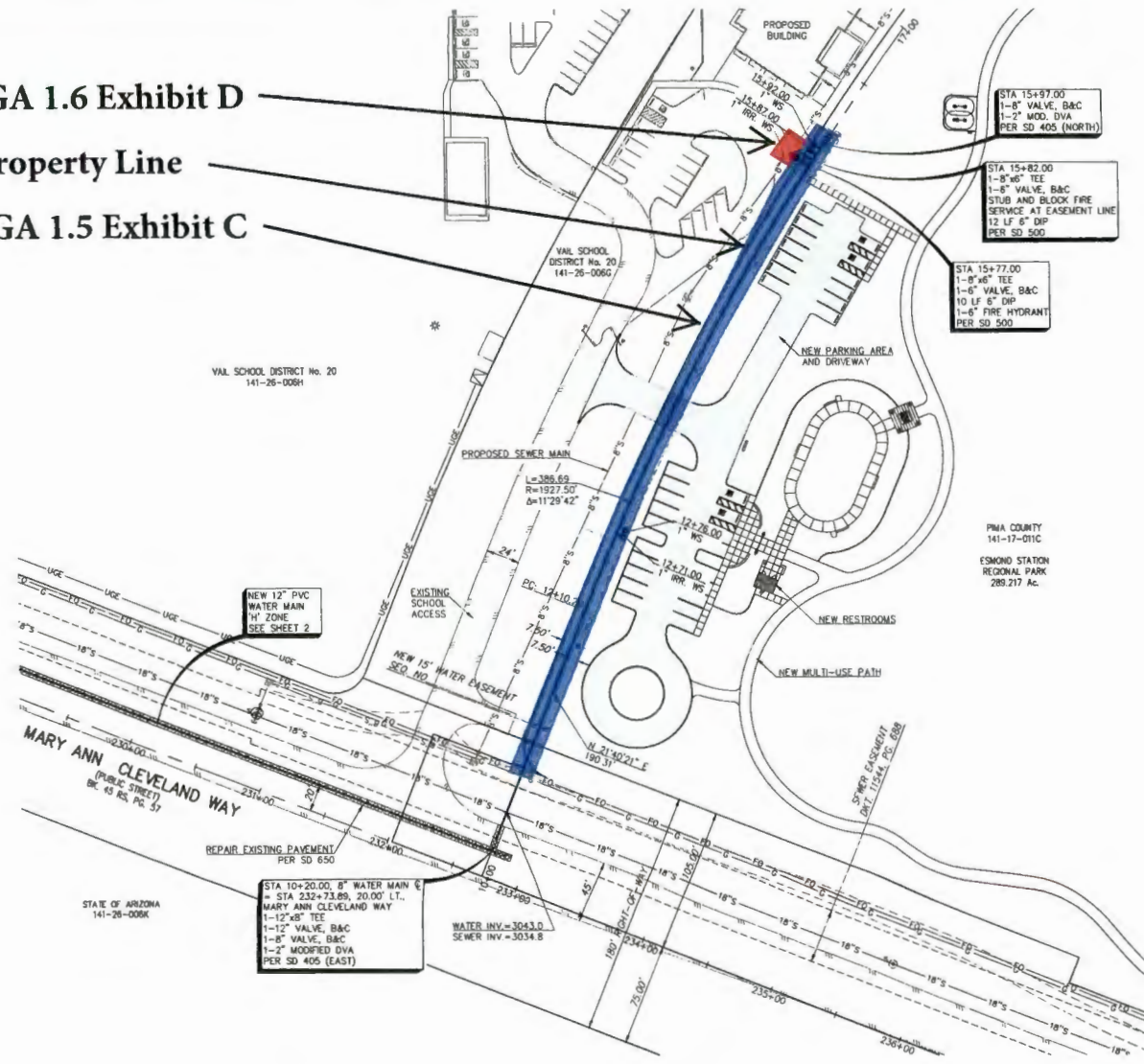
Station	Stationing	Latitude	Longitude	Description
1	47943.51	5891.78	0.00	REMARK
2	47933.84	57910.61	0.00	CORNER
3	47903.78	57013.62	0.00	CORNER
4	46897.82	57013.64	0.00	CORNER
5	46873.03	57998.25	0.00	CORNER
6	46814.78	58053.27	0.00	CORNER
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149	47176.33	58599.60	500.77	PAVN CL.
150	47176.33	58610.88	500.77	PAVN CL.
151	47176.33	58622.16	500.77	PAVN CL.
152	47176.33	58633.44	500.77	PAVN CL.
153	47176.33	58644.72	500.77	PAVN CL.
154	47176.33	58656.00	500.77	PAVN CL.
155	47176.33	58667.28	500.77	PAVN CL.
156	47176.33	58678.56	500.77	PAVN CL.
157	47176.33	58689.84	500.77	PAVN CL.
158	47176.33	58701.12	500.77	PAVN CL.
159	47176.33	58712.40	500.77	PAVN CL.
160	47176.33	58723.68	500.77	PAVN CL.
161	47176.33	58734.96	500.77	PAVN CL.
162	47176.33	58746.24	500.77	PAVN CL.
163	47176.33	58757.52	500.77	PAVN CL.
164	47176.33	58768.80	500.77	PAVN CL.
165	47176.33	58780.08	500.77	PAVN CL.
166	47176.33	58791.36	500.77	PAVN CL.
167	47176.33	58802.64	500.77	PAVN CL.
168	47176.33	58813.92	500.77	PAVN CL.
169	47176.33	58825.20	500.77	PAVN CL.
170	47176.33	58836.48	500.77	PAVN CL.
171	47176.33	58847.76	500.77	PAVN CL.
172	47176.33	58859.04	500.77	PAVN CL.
173	47176.33	58870.32	500.77	PAVN CL.
174	47176.33	58881.60	500.77	PAVN CL.
175	47176.33	58892.88	500.77	PAVN CL.
176	47176.33	58904.16	500.77	PAVN CL.
177	47176			



IGA 1.6 Exhibit D

Property Line

IGA 1.5 Exhibit C



STA 15+97.00
1-8" VALVE, B&C
1-2" MOD. DVA
PER SD 405 (NORTH)

STA 15+82.00
1-8" VALVE, B&C
STUB AND BLOCK FIRE
SERVICE AT EASEMENT LINE
12 LF 6" DIP
PER SD 500

STA 15+77.00
1-8" VALVE, B&C
10 LF 6" DIP
1-6" FIRE HYDRANT
PER SD 500

NEW 12" PVC
WATER MAIN
H' ZONE
SEE SHEET 2

STA 10+20.00, 8" WATER MAIN @
= STA 232+73.89, 20.00' LT.,
MARY ANN CLEVELAND WAY
1-12" VALVE, B&C
1-8" VALVE, B&C
1-2" MODIFIED DVA
PER SD 405 (EAST)

WATER INV. = 3043.0
SEWER INV. = 3034.8

REPAIR EXISTING PAVEMENT
PER SD 650

PIMA COUNTY
141-17-011C
ESMOND STATION
REGIONAL PARK
289.217 Ac.

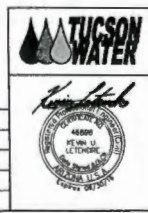
MARY ANN CLEVELAND WAY
(PUBLIC STREET)
BC 63 RS, PG. 37

STATE OF ARIZONA
141-26-000K

PSOMAS

235 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

NO.	BY	DATE	REVISION	APPR.	DATE



CITY OF TUCSON
WATER DISTRIBUTION PLANS
TO SERVE
**ESMOND STATION
REGIONAL PARK - PHASE 1**

DESIGN BY	KJA	DATE	7/16	DESIGN NO.	3 OF 3
CHECK BY	KJA/DZ	DATE	7/16	SCALE	AS SHOWN
APPROVED BY	RR/KJA	DATE	8/16	PROJECT NO.	---

2016



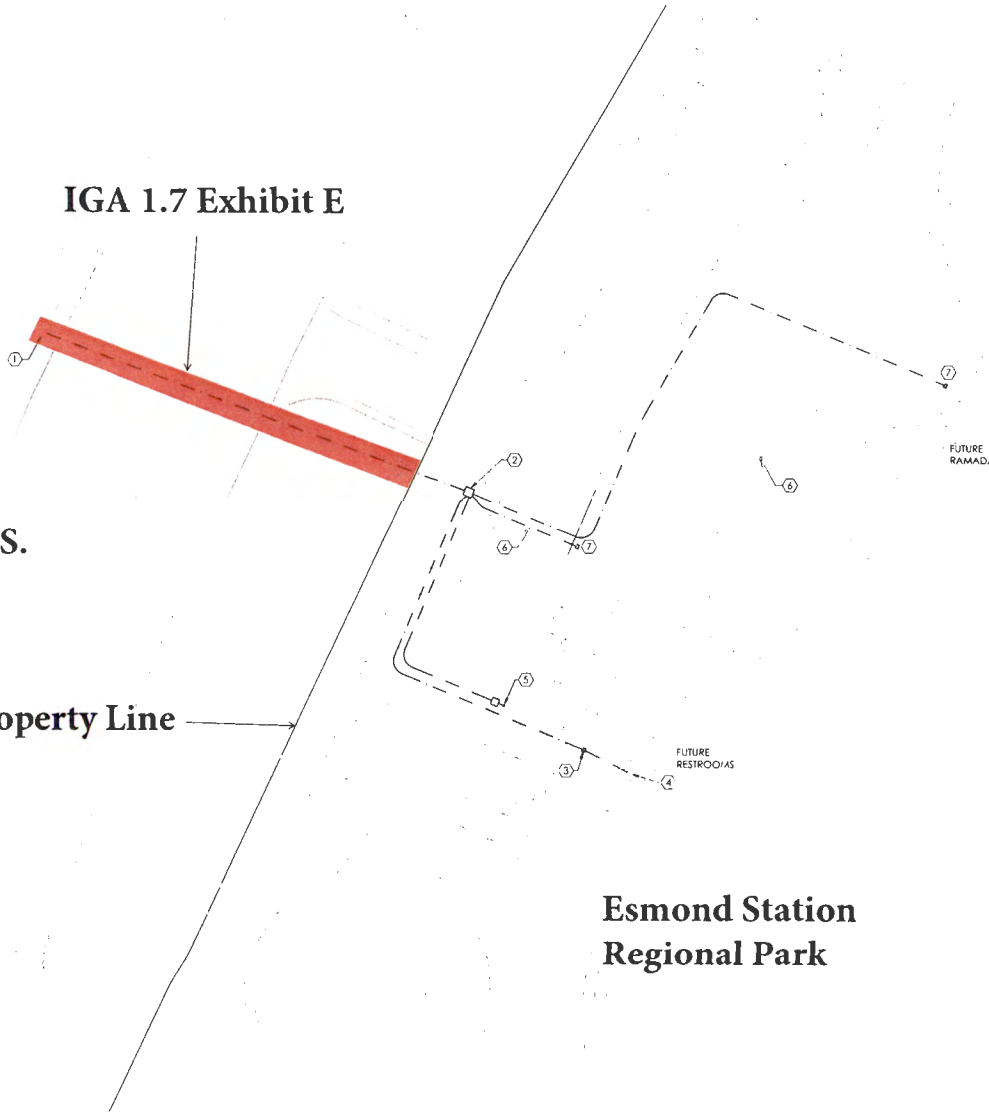
IGA 1.7 Exhibit E

Empire H.S.
VUSD

Property Line

Esmond Station
Regional Park

1 ELECTRICAL SITE PLAN
SCALE: 1" = 30'-0"

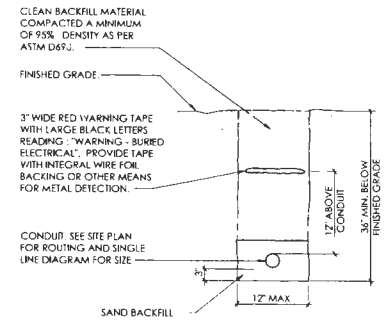


GENERAL NOTES

- A. REFER TO SINGLE LINE DIAGRAM FOR ADDITIONAL INFORMATION REGARDING POWER DISTRIBUTION.
- B. SERVICE ENTRANCE METERED PEDESTAL SHALL BE PROVIDED COMPLETE WITH SEPARATION OF BRANCH BREAKERS AND CONTROLS. PEDESTAL SHALL BE COMPLETE WITH TIME CLOCK, PHOTO CELL, AND H-Q-A SWITCH.

KEYNOTES

- 1. EXISTING SINGLE PHASE UTILITY TRANSFORMER.
- 2. SERVICE ENTRANCE METERED PEDESTAL "SES".
- 3. PROVIDE TEMPORARY CONDUIT CAP AT PROPOSED LOCATION OF PREFABRICATED RESTROOM UNIT. PREFABRICATED RESTROOM IS INSTALLED. COORDINATE EXACT LOCATION WITH LANDSCAPE PLAN PRIOR TO ROUGH IN.
- 4. PANELBOARD PROVIDED BY PREFABRICATED RESTROOM MANUFACTURER.
- 5. POLE MOUNTED LUMINAIRE ON CONCRETE BASE. REFER TO DETAIL 4 ON SHEET E601 FOR TYPE AND ADDITIONAL INFORMATION. REFER TO STRUCTURAL DETAILS ON SHEET S101.
- 6. SPARE 1" CONDUIT WITH PULL STRING AND TRACE WIRE PER SPECIFICATIONS.
- 7. CAP SPARE CONDUIT AT PROPOSED LOCATION FOR FUTURE ELECTRICAL REQUIREMENTS. COORDINATE EXACT LOCATION WITH LANDSCAPE PLAN PRIOR TO ROUGH IN.



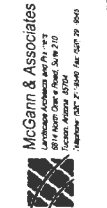
2 UNDERGROUND TRENCH DETAIL
SCALE: NONE

POWER COMPANY:	TULCON ELECTRIC POWER
REPRESENTATIVE:	MIKE RESGO III
TELEPHONE #:	1 (505) 912-8744
ADDRESS:	88 BROADWAY BLVD TUCSON, AZ 85701

THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR COORDINATION AND COMPLIANCE WITH THE UTILITY COMPANY'S REQUIREMENTS. WITHIN TWO WEEKS AFTER AWARD OF CONTRACT, SUBMIT (2) COMPLETE SETS OF PLANS, INCLUDING PLAN OF SURVEY, TO UTILITY COMPANY FOR COORDINATION. ROUTING OF PRIMARY POWER SHOWN ARE FOR ESTIMATING PURPOSES ONLY. ACTUAL ROUTING, TRENCH, CONDUIT, CABLES, AND PAD REQUIREMENTS SHALL BE AS SPECIFIED BY THE UTILITY COMPANY. CONFIRM ALL REQUIREMENTS WITH UTILITY COMPANY PRIOR TO INSTALLATION.



EXPIRES 8/31/2021



PIMA COUNTY NATURAL RESOURCES, PARKS, AND RECREATION
ESMOND STATION REGIONAL PARK - PHASE 1 IMPROVEMENTS
ELECTRICAL SITE PLAN

DATE:	02-03-2016
REVISIONS:	
DRAWN BY:	EM
CHECKED BY:	JOS
JOB NO.:	15-10724
SHEET NO.:	



7939 E. Broadway, Suite 3, Tucson, AZ 85714
1 (520) 914-6441 • 520-793-1120 • GLHN.com
GLHN Project No. 15123.00

E111