



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: March 18, 2025

\* = Mandatory, information must be provided

or Procurement Director Award:

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

City of Tucson

**\*Project Title/Description:**

Intergovernmental Agreement between Pima County Regional Flood Control District and City of Tucson for Design, Construction, and Maintenance of the Rita Ranch Detention Basin.

**\*Purpose:**

Pima County Regional Flood Control District (District) owns a 47.75 acre channel and detention basin known as the Rita Ranch Detention Basin. The District and City of Tucson (City) seek to collaborate on design, construction, and maintenance of improvements within the Basin that will enhance stormwater infiltration and promote groundwater recharge.

**\*Procurement Method:**

This Intergovernmental Agreement (IGA) is a non-procurement contract and not subject to the Procurement rules.

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

The District installed infiltration trenches in the Basin in December 2024. This IGA will allow the City to install equipment to monitor groundwater levels, stormwater quality, and perform a geophysical analysis of the Basin. The District and City will collaborate on further alterations to Basin to improve the ability for recharge to occur.

**\*Public Benefit:**

Groundwater recharge is a natural and beneficial function of floodplains. The project authorized by this IGA will promote aquifer recharge and will reduce the frequency, duration, and severity of surface flows.

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

Groundwater monitoring will indicate the performance of the infiltration enhancements that are made to the Basin.

**\*Retroactive:**

No

TO: COB, 2-27-2025 (3)  
Vars: 0  
pgs: 7

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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): SC2500000080
Commencement Date: 03/18/2025 Termination Date: 03/17/2050 Prior Contract Number (Synergen/CMS):
Expense Amount \$ Revenue Amount: \$

\*Funding Source(s) required: 20010FD Special Revenue

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: Michael LeBlanc

Department: Regional Flood Control District

Telephone: 724-4600

Department Director Signature:

Date: 2/26/2025

Deputy County Administrator Signature:

Date: 2/26/2025

County Administrator Signature:

Date: 2/27/2025

**Intergovernmental Agreement  
between  
Pima County Regional Flood Control District and City of Tucson  
for Design, Construction, and Maintenance of  
the Rita Ranch Detention Basin**

This Intergovernmental Agreement (IGA) is entered into by and between Pima County Flood Control District (“District”), a political taxing subdivision of the State of Arizona, and City of Tucson, a municipal corporation (“City”) pursuant to A.R.S. § 11-952.

**Recitals**

- I. 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.
- II. The City and the District have statutory authority to enter into intergovernmental agreements for joint and cooperative action pursuant to A.R.S. §§ 11-952 and 48-3603(C)(9).
- III. The District’s Floodplain Management Plan, approved by the Board of Directors on April 7, 2020, includes an Action Plan. Action item 3.1.e is for the District to “[c]oordinate with water owners and entities on ground water recharge and effluent uses.”
- IV. The District and the City agree that groundwater recharge is a natural and beneficial function of floodplains. Enhanced stormwater infiltration promotes aquifer recharge and reduces the frequency, duration, and severity of surface flows.
  1. On August 18, 2021, the District acquired parcel 141-11-003F, a 47.75-acre channel and detention basin that collects stormwater flows from the Rita Ranch master planned community in the City of Tucson (the “Rita Ranch Detention Basin” or “Basin”). The Basin was not originally designed or constructed to promote groundwater recharge.
- V. The District and the City agree to alter the design of the Rita Ranch Detention Basin by constructing infiltration features and directing continued maintenance to promote groundwater recharge from stormwater flows in the Rita Ranch area.

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**

- A. **Purpose.** The purpose of this IGA is to establish conditions, responsibilities and expectations regarding the design, construction, and maintenance of the Rita Ranch Detention Basin to promote groundwater recharge.

**B. Design, Construction, and Maintenance of the Rita Ranch Detention Basin.**

1. The District and the City will collaborate on the design and location of infiltration features for the Basin that will promote groundwater recharge. To inform the design: 1) the District will provide topographic information of the Basin and study model infiltration rates for groundwater recharge; and 2) the City will provide a geophysical analysis of the Basin. The District will provide a final design of the agreed upon infiltration features and depict the location of the infiltration features on a site plan of the Basin.
2. At any time during the term of this IGA, the City has the right to enter the Basin for the purpose of taking samples for soil and stormwater quality in the Basin. Specifically, the City will be sampling for parameters and constituents including but not limited to microbiological, inorganics, metals, nutrients, pH, organics, total dissolved and suspended solids, temperature, volatile organic compounds, semi-volatile organic compounds, pesticides, constituents of emerging concern (CECs). The City shall share the results of the tests with the District as soon as the results are available.
3. The District shall be responsible for constructing the infiltration features in the Basin and may, at its discretion, modify the existing drainage improvements of the Basin, including the installation of a weir structure at the outlet culverts to improve infiltration rates in the Basin. The District may also, at its discretion, remove vegetation and soil to complete construction and facilitate the drainage function of the Basin.
4. The District shall be responsible for maintaining the Basin, including any improvement to enhance groundwater infiltration.
5. The District shall be responsible for maintaining vehicular access to the basin, including access to monitoring equipment installed under this IGA.
6. The City may install a monitoring well in the Basin, which it will own and maintain. Prior to the installation of the monitoring well, City shall secure an easement from the District for installation, maintenance, and access to the well. If at any time during or after the term of this IGA, the City seeks to abandon the well, the District shall have the option of acquiring the well. If the District opts not to acquire the well, the City shall abandon the well.
7. Throughout the term of this IGA, the District will be responsible for monitoring the volume of surface water flows through the Basin and the City will be responsible for monitoring changes to groundwater elevations in the area of the Basin. The District and the City agree to exchange monitoring data quarterly.

8. The District and the City agree that neither party will seek to develop water rights associated with the capture of stormwater in the Basin without the written consent of the other.
- C. Financing.** The District and City will be responsible for financing their own respective obligations.
- D. Term.** This IGA will be effective on the date it is fully executed by both parties and will continue for a period of 25 years unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
- E. Disposal of Property.** Upon the termination of this IGA, the Rita Ranch Detention Basin will remain the ownership of the District. 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.
- F. 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.
- G. Insurance.** Each party warrants that it is adequately self-insured to fully cover its liability under this IGA.
- H. 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.
- I. 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.
- J. 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.
- K. 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.

- L. **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.
- M. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Flood Control District Board of Directors or the City of Tucson Mayor and Council 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.
- N. **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.
- O. **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.
- P. **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.
- Q. **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.
- R. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by electronic mail, 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):

**District:**

Director  
Pima County Regional Flood  
Control District  
201 N. Stone Ave 9<sup>th</sup> Floor  
Tucson AZ 85701

**City of Tucson:**

Director  
Tucson Water  
310 West Alameda St.  
Tucson, AZ 85705

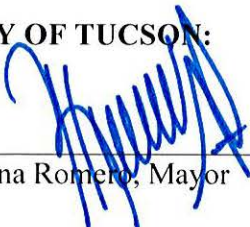
Email is the preferred method of notice. Representatives of each party will maintain current email contacts with representatives of the other party. The parties will strive to notify each other of changes to email points of contact. Notice sent via email shall be deemed sufficient if it is acknowledged by at least one person from the receiving party. Acknowledgment of the notice may be made by a person sending a return email confirming receipt or otherwise indicating to the sending party in a written form that the notice has been received. If receipt is not so acknowledged, notice may be sent by one of the other methods identified in this Section.

A notice sent in compliance with the provisions of this Section shall be deemed given on the date receipt is confirmed (or the date of attempted delivery if by hand-delivery or courier service if delivery is refused).

- S. 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*, District has caused this Agreement to be executed by the Chair of its Board of Directors upon resolution and attested to by the Clerk of the Board, and the City has caused this Intergovernmental Agreement to be executed by its Mayor and Council upon resolution and attested to by its City Clerk.

**CITY OF TUCSON:**

  
\_\_\_\_\_  
Regina Romero, Mayor

ATTEST:

  
\_\_\_\_\_  
Suzanne Mesich, City Clerk

February 4, 2025

Date

**PIMA COUNTY REGIONAL FLOOD  
CONTROL DISTRICT:**

\_\_\_\_\_  
Chair  
Board of Directors

ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_

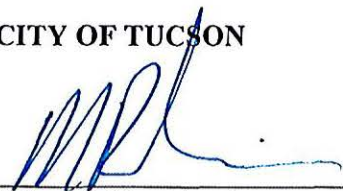
### Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County Flood Control District and the City of Tucson 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  
FLOOD CONTROL DISTRICT:**

  
\_\_\_\_\_  
Bobby Yu, Deputy County Attorney

**CITY OF TUCSON**

  
\_\_\_\_\_  
Mike Rankin, City Attorney

February 4, 2025  
Date



ATTEST:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_

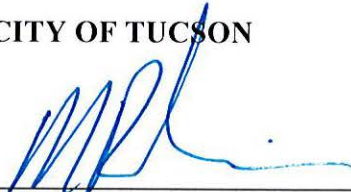
### **Intergovernmental Agreement Determination**

The foregoing Intergovernmental Agreement between Pima County Flood Control District and the City of Tucson 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  
FLOOD CONTROL DISTRICT:**

\_\_\_\_\_  
Deputy County Attorney

**CITY OF TUCSON**

  
\_\_\_\_\_  
Mike Rankin, City Attorney

February 4, 2025  
Date