



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: February 5, 2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

City of Tucson

***Project Title/Description:**

Amendment to the Intergovernmental Agreement - Joint Constructed Recharge Project

***Purpose:**

The Joint Constructed Recharge Project, also known as SHARP (Southeast Houghton Area Recharge Project), is an Intergovernmental Agreement (IGA) between the City of Tucson and Pima County to share in the cost of construction and operation of a reclaimed water recharge facility, and also to mutually resolve differences regarding liability for the 2002 sewer collapse referred to as the Speedway Roadway Collapse.

With the closure of the Randolph Wastewater Reclamation Facility by Pima County in December 2014 to reduce operating costs, withdrawing from participation in SHARP was the next appropriate cost saving measure. City of Tucson will be reimbursing the County \$196,695.25 for their expenditures on the Capital Improvement Project, ID CWW.3SHARP.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

This IGA amendment provides for the County's release of all obligations and recovery of expenditures to the SHARP facility while maintaining the resolution to release the City of Tucson and Pima County from any claims and liabilities resulting from the Speedway Roadway Collapse.

***Public Benefit:**

Reimburses County for previous expenditures.

***Metrics Available to Measure Performance:**

One time reimbursement of funds.

***Retroactive:**

No.

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ARB

Contract / Award Information

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

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

☐ Expense Amount: \$* _____ ☐ Revenue Amount: \$ _____***Funding Source(s) required:**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 22-73.***Amendment / Revised Award Information**Document Type: CT Department Code: WW Contract Number (i.e., 15-123): 13-857 EWAmendment No.: 001 AMS Version No.: Version 18Effective Date: 2/05/2019 New Termination Date: _____Prior Contract No. (Synergen/CMS) CT- WW- 12- 2095
EW☒ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ 0.00Is there revenue included? ☐ Yes ☒ No If Yes \$ _____***Funding Source(s) required:** Regional Wastewater Reclamation Department - Capital Improvement ProgramFunding 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): _____

Effective 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: Eric WieduwiltDepartment: Regional Wastewater Reclamation Department Telephone: 724-8841 9841 EWDepartment Director Signature/Date: [Signature] 1/9/19Deputy County Administrator Signature/Date: [Signature] 1/11/19County Administrator Signature/Date: [Signature] 1/11/19
(Required for Board Agenda/Addendum Items)

CERTIFICATE OF CLERK
City of Tucson

State of Arizona }
County of Pima } ss

I, Roger W. Randolph, the duly appointed and qualified City Clerk of the City of Tucson, Arizona, do hereby certify pursuant to Tucson Code § 2-102, that the following is a true and correct copy of Mayor and Council Resolution No. 22981, which was passed and adopted by the Mayor and Council of the City of Tucson, Arizona, at a meeting held on January 23, 2019, at which a quorum was present.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the City of Tucson, Arizona on January 24, 2019.

*Total of 3 pages certified.
(Exhibits not included)*



City Clerk

ADOPTED BY THE
MAYOR AND COUNCIL

January 23, 2019

RESOLUTION NO. 22981

RELATING TO INTERGOVERNMENTAL AGREEMENTS; AUTHORIZING AND APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE JOINT CONSTRUCTED RECHARGE PROJECT KNOWN AS THE SOUTHEAST HOUGHTON AREA RECHARGE PROJECT TO MUTUALLY RELEASE THE CITY OF TUCSON AND PIMA COUNTY FROM THEIR JOINT OBLIGATIONS UNDER THE INTERGOVERNMENTAL AGREEMENT; AND DECLARING AN EMERGENCY.

WHEREAS, on April 2011 the City of Tucson (City) and Pima County (County) entered into an Intergovernmental Agreement (IGA) with the intention of jointly designing, constructing, and operating the Southeast Houghton Area Recharge Project (SHARP); and

WHEREAS, in 2014 Tucson Water identified 40 acres of City-owned property west of Houghton Road and south of Irvington Road suitable for development of the constructed recharge project. The City made arrangements for the County to purchase 50% of the SHARP property, and preliminary planning and design of the project proceeded; and

WHEREAS, in June 2016, the County notified the City that further participation in SHARP was no longer in the County's best interest. Discussions ensued and the parties determined that they were agreeable to mutually releasing

each other from obligations under the IGA, as well as from any liability related to the Speedway Boulevard roadway collapse; and

WHEREAS, Tucson Water has proceeded independently with the design and construction of SHARP, and will retain sole ownership and control of the facility; and

WHEREAS, the City will refund to the County \$196,695 representing the County's cash contributions to SHARP to date. Funds for completion of the SHARP facility are approved in Tucson Water's current capital budget;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Amendment to the IGA between the City and County for the Joint Constructed Recharge Project known as SHARP, attached hereto as Exhibit A, is approved.

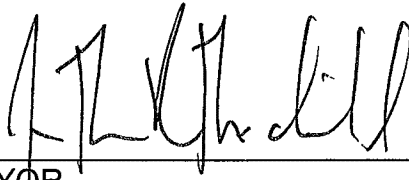
SECTION 2. The Mayor is authorized and directed to execute the said Amendment to IGA for and on behalf of the City of Tucson and the City Clerk is authorized and directed to attest to the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this Resolution become immediately

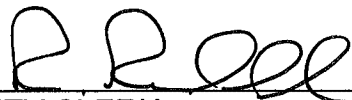
effective, an emergency is hereby declared to exist and this Resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED BY THE MAYOR AND COUNCIL
OF THE CITY OF TUCSON, ARIZONA, January 23, 2019




MAYOR

ATTEST:



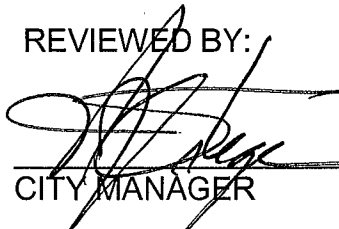
CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

REVIEWED BY:



CITY MANAGER



CA/dg
01/03/19

**AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT**

**FOR THE
JOINT CONSTRUCTED RECHARGE PROJECT**

CONTRACT	
NO.	<u>CT-WW-13-857</u>
AMENDMENT NO.	<u>01</u>
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

This Intergovernmental Agreement is the first amendment ("Amendment") to the April 12, 2011 IGA between Pima County ("County") and the City of Tucson ("City") entitled "Intergovernmental Agreement - Joint Constructed Recharge Project" (the "IGA"). The County and City (jointly, the "Parties") enter into this Amendment pursuant to A.R.S. § 11-952, *et seq.*

Recitals

1. The Parties entered into the IGA with the intention of jointly designing, constructing, and operating a constructed recharge project known as the Southeast Houghton Area Recharge Project ("SHARP").
2. SHARP, in part, was a means whereby the Parties mutually resolved ongoing differences regarding liability for the 2002 event known as the Speedway Roadway Collapse.
3. Subsequent to the design of the IGA, County determined further participation in SHARP was not in its best interest.
4. The Parties are agreeable to mutually releasing each other from obligations under the IGA as well as from any liability related to the Speedway Roadway Collapse.

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

1. The Parties hereby reiterate and restate by reference, their intent, as stated in paragraphs 16.1.2 and 16.2.2 of the IGA, to release each other from all claims and liabilities resulting from the Speedway Roadway Collapse.
2. The Parties hereby waive all IGA conditions precedent to the releases contained in paragraphs 16.1.2 and 16.2.2 of the IGA.
3. City releases County from all IGA obligations related to the funding and operation of the joint constructed recharge project.
4. County waives all rights it has under the IGA to store water in and reclaim water from the joint constructed recharge project.

5. County waives any ownership rights it may have resulting from the IGA to storage capacity in the joint constructed recharge project as well as any real property, fixtures, improvements, and personal property associated with the joint constructed recharge project.
6. City agrees to refund to County \$196,695.25 representing County's cash contribution to SHARP, within sixty (60) days of the effective date of this Amendment.
7. This IGA will be effective on the date it is fully executed by both parties.
8. 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 Chairman of its Board of Supervisors, upon resolution of the Board, and attested to by the Clerk of the Board, and the City of Tucson has caused this Intergovernmental Agreement to be executed by its Mayor upon resolution of the Mayor and Council and attested to by City Clerk.

PIMA COUNTY:

Chairman
Board of Supervisors

ATTEST

Clerk of the Board

Date: _____

CITY OF TUCSON:

Mayor, Jonathan Rothschild

ATTEST

City Clerk, Roger W. Randolph

Date: January 23, 2019

Approval

The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed by the undersigned, and is hereby approved as to content.

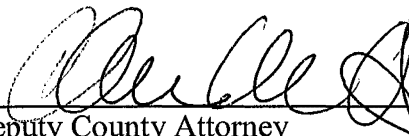
Director, RWRD

Director, Tucson Water

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY:



Deputy County Attorney

CITY OF TUCSON:



Christopher Avery
Principal Assistant City Attorney