

# COB - BOSAIR FORM

01/23/2026 11:31 AM (MST)

Submitted by Olivia.Canez@pima.gov



## BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

**\*All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.\***

Record Number: SC WW SC2600000021

**Award Type:** Contract

**Is a Board Meeting Date Requested?** Yes

**Requested Board Meeting Date:** 02/17/2026

**Signature Only:**

NO

**Procurement Director Award / Delegated Award:**

- N/A

**Supplier / Customer / Grantor / Subrecipient:** Pinal County

**Project Title / Description:** Intergovernmental Agreement Between Pinal County and Pima County Regarding Right of Way License for the Provision of Sewer Services by Pima County

**Purpose:** Provide Sanitary Sewer Service to Pina County residents in the Eagle Crest subdivision area.

**Procurement Method:** IGAs: This IGA is a non Procurement contract and not subject to Procurement rules.

**Procurement Method Additional Info:** none

**Program Goals/Predicted Outcomes:** The IGA provides the framework for the roles and responsibilities of Pima County Regional Wastewater Reclamation Department and Pinal County related to sewer asset presence in the Pinal County Right of Way.

**Public Benefit and Impact:** Pinal County can offer Development opportunities in their southern area where PC has sewer service assets. PC receive sewer connection and user fees revenue from those Pinal County development connections.

**Budget Pillar**

- Critical infrastructure & economic growth

**Support of Prosperity Initiative:**

- 1. Increase Housing Mobility and Opportunity

**Provide information that explains how this activity supports the selected Prosperity Initiatives** Southern Pinal County development provides housing for customers that work and conduct business primarily in the Northwest Pima County area.

TO: COB,02/02/26(1)

VERSION:0

JAN30'26AM1134PO

**Metrics Available to Measure Performance:** Connection fees and sewer user fees metrics

**Retroactive:**

NO

## Contract / Award Information

Record Number: SC WW SC2600000021

**Document Type:** SC

**Department Code:** WW

**Contract Number:** SC2600000021

**Commencement Date:** 02/17/2026

**Termination Date:** 02/17/2031

**Total Expense Amount:**

\$0.00

**Total Revenue Amount:**

\$0.00

**Funding Source Name(s) Required:** RWRD Enterprise Fund

**Funding from General Fund?**

NO

**Contract is fully or partially funded with Federal Funds?**

NO

**Were insurance or indemnity clauses modified?**

NO

**Vendor is using a Social Security Number?**

NO

**Department:** Regional Wastewater Reclamation Department

**Name:** Jaime Rivera

**Telephone:** 520-724-9841

**Add Procurement Department Signatures**

No

**Add GMI Department Signatures**

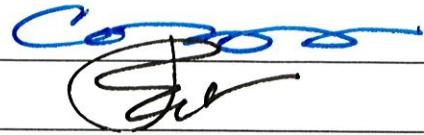
No

Department Director Signature:



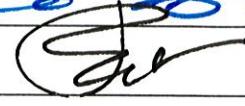
Date: 1/27/26

Deputy County Administrator Signature: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read "C. B. Coates".

Date: 1/28/2024

County Administrator Signature: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read "S. J. St. John".

Date: 1/28/2024

**Intergovernmental Agreement**  
**Between Pinal County and Pima County**  
**Regarding**  
**Right of Way License for the Provision of Sewer Services by Pima County**

**WHEREAS**, Pinal County, a body politic and corporate and a political subdivision of the State of Arizona, is authorized by A.R.S. section 11-251 to regulate and manage the public rights of way within its jurisdiction; and

**WHEREAS**, Pima County, a body politic and corporate and a political subdivision of the State of Arizona, as authorized by A.R.S. section 11-264, owns, operates, and maintains wastewater facilities under, over and through certain rights of way within and on behalf of Pinal County to benefit the public health, safety, and welfare of the residents of Pinal County; and

**WHEREAS**, a previous Intergovernmental Agreement between Pima County and Pinal County for the purpose of providing sewer services to certain areas within Pinal County has expired; and

**WHEREAS**, Pima County desires continued access to certain rights of way within Pinal County to provide sewer service to certain areas within and on behalf of Pinal County, as described in Exhibit A to this license;

**NOW, THEREFORE**, Pinal County and Pima County agree as follows:

**Section 1: GRANT OF PERMISSION**

Pima County is hereby authorized and empowered, on a non-exclusive basis, to use the public Pinal County rights of way now existing or hereafter established and lying with the boundaries of Pinal County, under the terms and conditions set forth herein, and as identified in Exhibit A which is attached to this agreement and incorporated herein by this reference, for the purpose of installing, repairing, replacing, and maintaining its sewer facilities on behalf and for the benefit of Pinal County residents.

**Section 2: TERM**

This agreement shall be effective for a term of five years from the Effective Date as defined below in this agreement, and extinguishes, supersedes, and replaces all previous or existing right of way agreements for sewer services granted to Pima County by Pinal County. This agreement will automatically renew for up to four additional periods of five years each, for a total of up to twenty-

five years, unless either party provides 180 days' written notice to the other party that it wishes not to proceed with the next five-year renewal period.

### **Section 3: REGULATION OF PINAL COUNTY RIGHTS OF WAY**

All rights hereunder are granted under the express condition that Pinal County shall have the power at any time to impose such restrictions and limitations upon, and to make such regulations as to, Pima County's use of Pinal County's rights of way as Pinal County may be authorized by law to impose, including but not limited to the power to impose such restrictions, limitations, and regulations as Pinal County is authorized to impose upon licenses or franchises to state law.

### **Section 4: SUPERIOR RIGHTS**

The rights of Pinal County in and to the use of all public rights of way located within the boundaries of Pinal County are and forever shall be paramount and superior to the rights of Pima County, subject only to this agreement.

### **Section 5: ALTERATION OF PUBLIC RIGHTS OF WAY**

Nothing in this agreement shall be construed so as to prevent Pinal County from altering, improving, adjusting, repairing, or maintaining its facilities and public rights of way, and for that purpose to require Pima County to adjust, remove, replace, or relocate Pima County's facilities. Pinal County facilities shall mean any physical object or improvement owned, possessed, made, installed, maintained, or constructed by Pinal County or others at the request of Pinal County, including all paving, highway, transportation, flood control, or other Pinal County-owned structures located within Pinal County rights of way.

### **Section 6: NONEXCLUSIVE USE**

Nothing in this agreement shall be construed to grant Pima County an exclusive right to use the public rights of way. Pima County's facilities shall be erected, adjusted, installed, replaced, removed, relocated, and maintained in a manner that will not interfere with the reasonable use of the public rights of way by the public, Pinal County, or any other franchisee or licensee. The location of Pima County's facilities in the public rights of way shall not create or establish a vested interest in the rights of way, and its facilities shall be removed or relocated by Pima County whenever Pinal County determines that Pima County's facilities impact, restrict, obstruct, or hinder Pinal County or the public's existing or future use of the rights of way or Pinal County's operation or location of Pinal County's facilities.

## **Section 7: RELOCATION**

Pima County's sanitary sewer facilities are owned and operated for the sole benefit of Pinal County residents. Pima County's sanitary sewer facilities may impact, conflict with, or interfere with Pinal County's use of its rights of way or Pinal County's improvement, relocation, or adjustment of any facilities located in Pinal County's rights of way. The cost of designing, adjusting, removing, relocating, or replacing Pima County's facilities shall be Pima County's sole responsibility when the relocation is initiated by Pima County. The cost of designing, adjusting, removing, relocating, or replacing Pima County's facilities shall be Pinal County's sole responsibility when the relocation is initiated by Pinal County.

## **Section 8: UNDERGROUNDING**

The parties acknowledge that Pinal County has the authority to require Pima County to underground its above-ground facilities in Pinal County rights of way when Pinal County determines that such undergrounding is necessary to conform to existing Pinal County ordinances or is in the public interest. Pinal County may require Pima County to conduct a study of the cost of the undergrounding any portion or segment of Pima County's facilities located in Pinal County's rights of way. Any such study shall set forth an estimate of the costs of undergrounding Pima County's facilities, including a breakdown of the cost allocated to labor, materials, design, and construction for converting above-ground facilities to underground facilities. Pima County shall submit a cost study of any specified segment of Pima County's facilities within ninety calendar days after receiving written notice from Pinal County requesting the cost study. The cost of preparing and providing any cost study requested by Pinal County shall be borne by Pinal County.

## **Section 9: PERFORMANCE OF WORK**

The work required by Pima County to design, construct, reconstruct, pothole for, design, adjust, relocate, replace, or repair Pima County's facilities, shall be as described in Section 7 of this agreement.

## **Section 10: LOCATION OF FACILITIES**

As a condition of this agreement, Pima County hereby agrees to have and maintain precise, up-to-date maps of Pima County's facilities located in Pinal County rights of way, and to make this information available to Pinal County within fifteen calendar days of receiving a written request from Pinal County. Beginning on the effective date of this agreement, Pima County shall maintain precise and verifiable horizontal and vertical location information tied to an accepted Pinal County datum and provide such information to Pinal County within fifteen calendar days of receiving written notice from Pinal County. As a condition of the issuance of this agreement, Pima County

agrees to provide surface location marking of Pima County's undergrounded facilities located within the public rights of way within two working days of a request from Pinal County. In the event Pima County is unable to provide the location information to Pinal County within the allotted time frame, Pinal County may, at its discretion, locate Pima County's facilities and Pima County shall be liable for Pinal County's costs incurred in locating Pima County's facilities.

## **Section 11: WORK IN THE RIGHTS-OF-WAY**

11.1 Permits required. Prior to performing any work within the right-of-way, Pima County shall obtain a permit from Pinal County in accordance with Title 7 of the Pinal County Development Services Code.

11.2 Damage to other facilities. In the construction, adjustment, removal, relocation, repair, operation, and maintenance of its facilities, the party performing work on a Pima County facility shall avoid causing or permitting any damage, disturbance, or unnecessary modification or alteration to Pinal County facilities including pavement, or to the facilities of others located in Pinal County rights of way. If the party performing work on a Pima County facility causes or permits any such damage, disturbance, or unnecessary alteration or modification, the party performing work on a Pima County facility, at its sole expense and in a manner approved by the Pinal County Engineer, shall restore the damaged, disturbed, altered, or modified facilities to the condition in which they existed before being damaged, disturbed, modified or altered. The party performing work on a Pima County facility also shall be liable to owners of said facilities for any other losses or expenses that may accrue because of said damage, disturbance, modification, or alteration. The restoration of facilities shall be initiated promptly and completed expeditiously by the party performing work on a Pima County facility, who shall give priority to the restoration, repair, or replacement of such facilities over all non-emergency activities of the party performing work on a Pima County facility.

11.3 Damage to vegetation. In the construction, adjustment, removal, relocation, repair, operation, and maintenance of its facilities, the party performing work on a Pima County facility shall use all necessary care to avoid any damage to or disturbance of existing vegetation in the public rights of way. If the party performing work on a Pima County facility causes or permits any such damage or disturbance, the party performing work on a Pima County facility shall revegetate the rights of way at its sole expense and in accordance with all Pinal County regulations then in effect.

11.4 Adjacent properties. The party performing work on a Pima County facility shall provide prior written notice to the owners or residents of adjoining properties of any activity of the party performing work on a Pima County facility which may temporarily interfere with access to or use of said adjoining property. The party performing work on a Pima County shall maintain access to

adjoining properties during all construction activities or other operations, unless the requirement of access is waived in writing by the owners and residents of the affected properties. If an emergency requires activity without written notice, the party performing work on a Pima County facility shall use its best efforts to provide timely actual notice to the owners and residents of adjoining properties.

## **Section 12: DESIGN AND LOCATION OF FACILITIES**

12.1 Injury to persons and property. The party performing work on a Pima County facility shall use reasonable care at all times to avoid damage or injury to persons and property during the construction, adjustment, removal, relocation, repair, operation, and maintenance of Pima County's facilities.

12.2 Location and construction of facilities. The location and construction of Pima County's facilities in public rights of way shall conform to Pinal County standards and guidelines then in effect and as may be directed by Pinal County, in order not to interfere with a planned future use of the public rights of way by Pinal County.

12.3 Interference with other uses. Pima County's facilities shall be located in a manner designed to cause the least amount of interference with the public's existing or future use of roads, streets, alleys, and other public rights of way, and in such a way as will minimize interference with the rights and convenience of adjacent property owners.

12.4 Relocation of facilities. Pinal County may require Pima County, with costs allocated per Section 7 of this agreement, to remove, relocate, mitigate, or underground any of Pima County's facilities that present a potential hazard to the public, that interfere, with the public's use of the public rights of way, or that are determined by Pinal County to be aesthetically undesirable.

12.5 Neighboring property owners. The party performing work on a Pima County facility shall be responsible for notifying owners or residents of adjoining properties in writing about permanent or temporary above- or below-ground facilities to be constructed in Pinal County rights of way. The party performing work on a Pima County facility shall make every reasonable effort to resolve the concerns of property owners and residents regarding the construction of Pima County's facilities. Should Pinal County determine that the party performing work on a Pima County facility failed reasonably to evaluate all options available to alleviate residents' concerns, Pinal County may require the party performing work on a Pima County facility to relocate it at the party performing work on a Pima County's facility sole expense.

12.6 Excavation costs. The party performing work on a Pima County facility shall be responsible for any costs that Pinal County incurs in locating, excavating, or exposing any underground Pima County facilities on Pinal County construction projects with Pinal County rights of way.

### **Section 13: CONSTRUCTION SAFETY**

Any opening or obstruction in the public rights of way caused by the party performing work on a Pima County facility during the course of Pima County's facility related activities in the rights of way shall be guarded and protected at all times by safety barriers erected by the party performing work on a Pima County facility, which safety barriers shall be designated clearly by warning lights during periods of dusk and darkness. Any work performed by the party performing work on a Pima County facility in or adjacent to a public roadway open for travel shall be signed and marked properly by the party performing work on a Pima County facility with warning and directional devices in accordance with all applicable state and local traffic regulations, and in accordance with the Arizona Department of Transportation's Traffic Control Manual for Highway Construction and Maintenance and the Manual on Uniform Traffic Control Devices for Streets and Highways.

### **Section 14: DRAINAGE**

During construction or excavation in the public rights of way, the party performing work on a Pima County facility shall provide proper drainage so that the public rights of way will be free from standing surface water and adequately drained so as not to cause flood or erosion damage to the facilities if Pinal County or surrounding property. For projects with a material impact upon local drainage patterns, the party performing work on a Pima County facility may be required by Pinal County to submit drainage engineering data and design plans to Pinal County for review and approval prior to the issuance of any Right-of-Way Use Permit by Pinal County.

### **Section 15: ISSUANCE OF PERMIT NOT APPROVAL OF VIOLATION**

Pinal County's review, approval, or acceptance of plans or specifications or issuance of a permit for the installation, construction, or location of a facility by the party performing work on a Pima County facility shall not be construed to be an authorization for or approval of a violation of any federal, state, or local law or regulation, or of any industry standard, pertaining to the location or construction of a utility facility in public rights of way.

### **Section 16: PINAL COUNTY INSPECTION**

Pinal County, if it deems necessary, has the right to inspect any work by the party performing work on a Pima County facility in the public rights of way to ensure proper performance of the terms of this agreement and conformance with any applicable federal, state, or local laws, ordinances, and

regulations. Pinal County may require the party performing work on a Pima County facility to pay a reasonable and uniform fee to cover the actual costs of inspections performed by Pinal County or its contractor under this provision. Pinal County may, at its discretion, pothole Pima County's facilities to verify conformance with Section 10, above. The party performing work on a Pima County facility shall be liable for the cost of potholing, and for an administrative surcharge in the amount of fifteen percent of the total cost of potholing, should Pima County's facilities be found to be out of conformance. The party performing work on a Pima County facility shall be responsible for taking corrective action to bring as-builts into conformance with verified facilities.

## **Section 17: ABANDONMENT OF FACILITIES**

Abandonment in place of any of Pima County's facilities located within Pinal County rights of way may occur only upon written approval from Pinal County.

## **Section 18: LIABILITY AND INDEMNITY**

Pima County acknowledges its sole responsibility for any of its facilities and/or equipment installed in the public rights of way, and for any liability arising from any activities Pima County performs within the public rights of way. Pima County agrees to indemnify, hold harmless, and defend Pinal County and its officials, agents, servants, and employees against any and all claims for injuries to persons or damage to property, whether intentional, negligent, or otherwise, arising out of Pima County's work in the public rights of way, or due to the existence of Pima County's facilities and/or equipment in the public rights of way, or in any way related to Pima County's exercise of its rights under this agreement. Neither the issuance of a Pinal County permit for installation or location of a facility or equipment, nor Pinal County approval of such installation or location, nor the failure of Pinal County to direct Pima County to take any precautions, to make any changes, or to refrain from doing anything shall excuse Pima County of its responsibilities hereunder to Pinal County or others in the case of any injury to persons or damage to property. If Pinal County is sued in any court by any person, firm, association, or corporation to recover damages for injuries to person or property on account of the installation, repair, operation, and/or maintenance of Pima County's facilities or equipment, Pima County shall defend such suits and pay any resulting judgments, and shall, at the option of Pinal County be made a party to any such court proceeding.

## **Section 19: PINAL COUNTY PARTICIPATION IN LEGAL ACTIONS**

Pinal County shall have the rights at all times to take part in any suit or action instituted by or against Pinal County in which any judgment or decree can be rendered, which might result in the foreclosure of any lien on any Pima County sanitary sewer asset situated within public rights of way, or which could affect the rights, powers, or duties of Pima County to do or not do anything

that this agreement might require Pima County to do or not to do, and also to take such steps as Pinal County may deem appropriate to protect the interests of Pinal County or the public. Pinal County shall have the right to intervene in any suit, action, or proceeding by any person or persons, firm, or corporation seeking to enjoin, restrain, or in any manner interfere with Pima County in the performance or observance by it of any of the terms or conditions of this agreement, or of any regulation, notice, or direction of Pinal County in such connection, or which involves or might involve the constitutionality, validity, or enforcement of this agreement. Pinal County also may move for dissolution of any such injunction or restraining order or take any other appropriate step, in any such suit, action or proceeding that it may deem necessary or advisable in order to protect its interests.

## **Section 20: COMPLIANCE WITH AGREEMENT CONDITIONS AND ORDINANCES**

Pima County agrees to conform to, abide by, and perform all the conditions, provisions, requirements, and limitations in this agreement. Pima County shall be subject to all Pinal County ordinances now in force or hereafter lawfully adopted, including all ordinances relating to the use of public rights of way by utilities. Pima County agrees that it will not assert any claim against Pinal County that the provisions of this agreement or any applicable Pinal County ordinance or regulation in force at the time of execution of this agreement are unreasonable, arbitrary, or void.

## **Section 21: NONEXCLUSIVE LICENSE**

This license and the privileges granted herein shall not be exclusive, the Pinal County Board of Supervisors expressly reserves the right to grant, at any time, similar franchises, licenses, and privileges over the same highways, roads, streets, alleys, and thoroughfares, or any thereof, to any other person, firm, or corporation.

## **Section 22: ASSIGNMENT**

Pima County agrees that neither this agreement nor any of Pima County's facilities in Pinal County rights of way shall be sold, assigned, or transferred without the prior written approval of the Pinal County Board of Supervisors. The decision to approve or deny the sale, assignment, or transfer of this agreement shall be within the sole discretion of the Pinal County Board of Supervisors, and the Board may deny Pima County's request to sell, assign or transfer the agreement if such denial is in the best interests of Pinal County.

## **Section 23: CONTRACT INFORMATION**

All notices or correspondence concerning this agreement shall be provided in writing to:

If to Pima County:

Pima County Regional Wastewater  
Reclamation Department  
201 North Stone, 8<sup>th</sup> Floor  
Tucson, Arizona 85701  
(520) 724-6500

If to Pinal County:

Pinal County Public Works Support Service  
31 North Pinal Street, Bldg. F  
P.O. Box 727  
Florence, Arizona 857132

With copies to:

County Administrator  
115 N Church Avenue  
2nd Floor, Suite 231  
Tucson, Arizona 85701

Clerk of the Board  
33 North Stone Ave., 1<sup>st</sup> Floor  
Tucson, Arizona 85701

Any change in any of the foregoing contact information for either party shall be made in writing to the other party.

## **Section 24: EFFECTIVE DATE**

This agreement shall be effective upon the filing of a fully executed original hereof with the Pinal County Clerk's Office. This agreement shall expire on the fifth anniversary thereof, unless sooner terminated by either party hereto.

## **Section 25: TERMINATION**

This agreement may be terminated by either Pinal County or Pima County upon 180 days' written notice.

## **Section 26: COMPLIANCE WITH LAWS**

The parties shall comply with all applicable federal, state, and local laws, rules, regulations, standards, and executive orders, without limitation to those designated within this agreement.

## **Section 27: A.R.S. § 38-511**

This agreement may be terminated for conflict of interest subject to the provisions of A.R.S. § 38-511.

## **Section 28: COUNTERPARTS**

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same agreement.

**IN WITNESS WHEREOF**, Pima County has caused this agreement to be executed by the Chair of its Board of Supervisors and attested to by the Clerk of the Board, and Pinal County has caused this agreement to be executed by the Chair of its Board of Supervisors and attested to by its Clerk.

Pima County, Arizona  
Board of Supervisors

Pinal County, Arizona  
Board of Supervisors

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Jennifer Allen, Chair  
Date: \_\_\_\_\_

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Chairman  
Date: \_\_\_\_\_

Attest:

Attest:

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Melissa Manriquez, Clerk of the Board  
Date: \_\_\_\_\_

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Clerk of the Board  
Date: \_\_\_\_\_

The forgoing agreement between Pima County and Pinal County 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 this agreement, represented by the undersigned.

Pima County:

A handwritten signature in blue ink, appearing to read "Bobby Yu".

Bobby Yu, Deputy County Attorney

Pinal County:

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Deputy County Attorney

**EXHIBIT A**  
**Pinal County - Eagle Crest Subdivisions - Road Classification**



\* Orange road right of ways  
 indicate public maintenance  
 - all others are private

**STREET CENTERLINES LOOKUP TABLE**

CODE VALUE	DESIGNATION
1	RURAL PRINCIPAL INTERSTATE
2	RURAL PRINCIPAL ARTERIAL
3	RURAL MINOR ARTERIAL
4	RURAL MAJOR COLLECTOR
5	RURAL MINOR COLLECTOR
6	URBAN INTERSTATE
7	URBAN FRWY/EXPWY
8	URBAN PRINCIPAL ARTERIAL
9	URBAN MINOR ARTERIAL
10	URBAN COLLECTOR
11	LOCAL ROAD
12	RAILROAD