AGREEMENT
BETWEEN CENTRAL ARIZONA WATER CONSERVATION DISTRICT
AND
PINAL COUNTY
FOR FENCE GROUNDING AS PART OF THE
CAP TRAIL, PHASE II CONSTRUCTION

This Agreement ("Agreement") is entered into this _____ day of _____, 2024 (Effective Date) by the Central Arizona Water Conservation District, a political subdivision of the State of Arizona ("CAWCD"), and the Pinal County ("County") acting through the County Board of Supervisors. Either entity may individually be referred to in this Agreement as a "Party" or the entities collectively as the "Parties."

RECITALS

A. Pinal County under A.R.S. § 11-933, authorizes the County to enter into this Agreement.

B. Pinal County has entered into a Recreation Agreement dated July 15, 2016, with the Bureau of Reclamation for the continued construction of the CAP Trail Arizona.

C. CAWCD is a multi-county water conservation district and political subdivision of the state of Arizona organized pursuant to A.R.S. §48-3701 *et seq*. for the purposes, among others, of contracting with the United States for the delivery of Central Arizona Project (CAP) water and the repayment of CAP costs.

D. CAWCD operates and maintains the CAP system, to include the security fence, pursuant to a contract with the United States.

E. The purpose of this Agreement is to detail and describe the Parties' obligations related to grounding CAP's security fence for those portions of the fence that have been relocated under existing electrical transmission lines.

AGREEMENT

This agreement is for that portion of the CAP Trail Phase II construction project that falls between HWY 79 south of Florence (CAP Milepost 238.3) and the Red Rock Pumping Plant (CAP Milepost 277) (collectively the Project) as depicted in Exhibit "A".

For the mutual consideration expressed herein, the Parties agree as follows:

1. The County, through its contractor, will relocate sections of CAP's security fence on canal left, to allow for the installation of the CAP Trail.

2. CAWCD, will ground the new fence locations where they cross under existing electrical transmission lines, per CAWCD's specifications. There are four (4) identified electrical crossing locations which are shown in Exhibit B.

3. The County shall pay CAWCD all labor and material costs associated with the grounding of the fence.

4. Costs consist of the following:
    1. Grounding wire and eight (8) grounding rods, shall not exceed $3,000.
    2. Labor cost shall not exceed $8,000.
    3. Any increases to the amounts listed above must be approved by County prior to the costs being incurred. The County is not responsible for cost incurred but not approved by the County.

5. CAWCD will mail all Project invoices for the grounding work to the attention of the County's Office of Budget and Finance at the following address: PO Box 1348, Florence, AZ 85132 or email to financeinvoices@pinal.gov.

6. 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") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

7. In addition, the County shall cause its contractor(s) and subcontractors, if any, to indemnify defend, save and hold harmless the United States Bureau of Reclamation (USBOR) and Central Arizona Water Conservation District, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "USBOR and CAWCD Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and cost of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omission of City's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising

out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the USBOR and CAWCD Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the USBOR and CAWCD Indemnitee, be indemnified by such contractor from and against any and all Claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

8. This Agreement shall remain in full force and effect until all terms and conditions the previously indicated have been satisfied. Either Party may terminate this Agreement upon furnishing the other Party with a written notice at least thirty (30) days prior to the effective termination date.

9. This Agreement shall be subject to the provisions of A.R.S. § 38-511.

10. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein.

11. This Agreement shall be strictly constructed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.

12. This Agreement shall not be modified or extended except by written instrument adopted in accordance with the requirements for adopting a new agreement.

13. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.

14. This Agreement has been arrived at by negotiation and shall not be construed against either Party or against the Party who prepared the last draft.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

CENTRAL ARIZONA WATER CONSERVATION DISTRICT

By: _____
Darrin Francom Date
Assistant General Manager

15 OCT 2024

PINAL COUNTY

By: _____
Mike Goodman Date
Chairman, Board of Supervisors

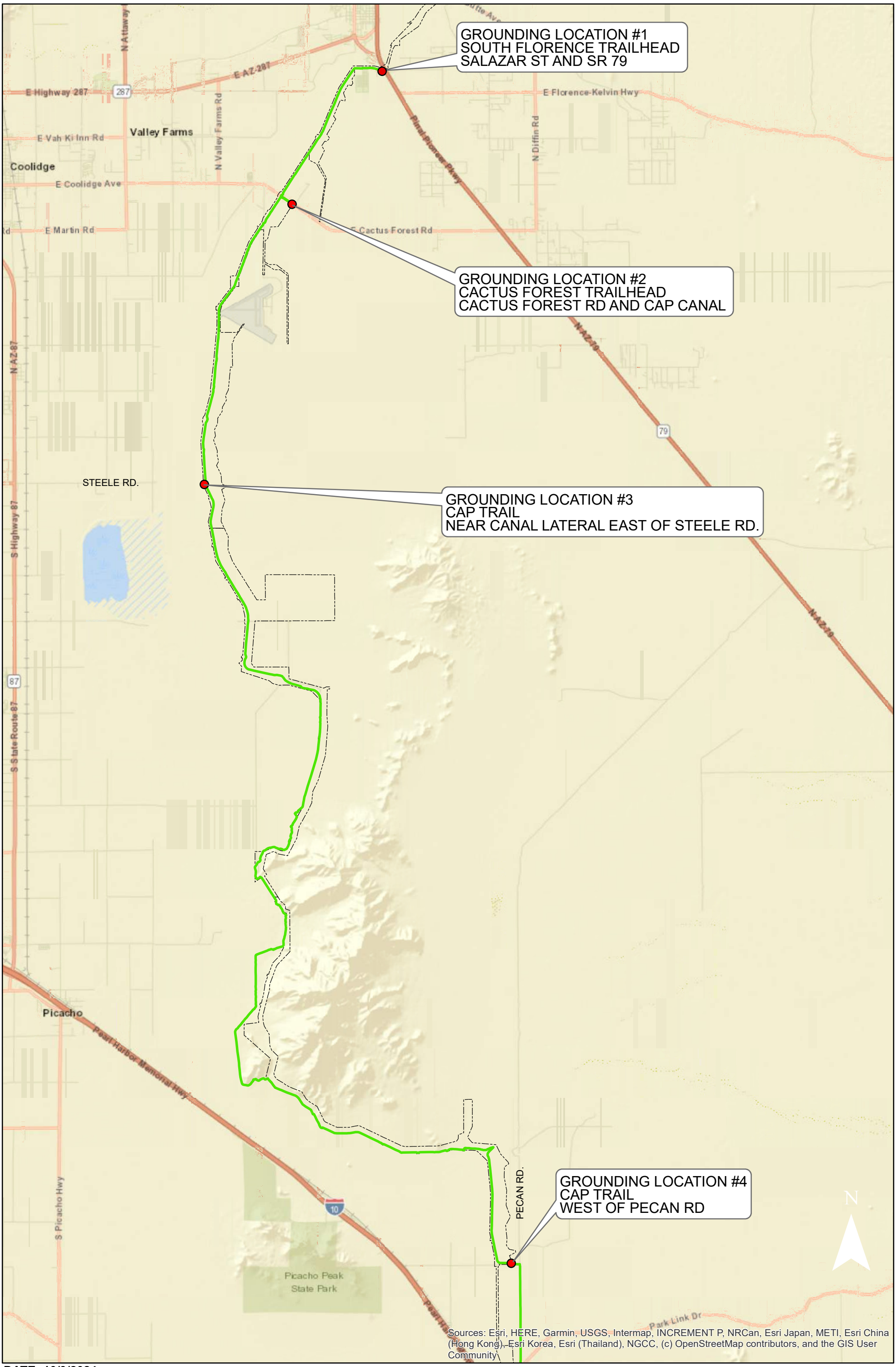
Approved as to form:

_____
County Attorney Date

Attest:

_____
County Clerk Date

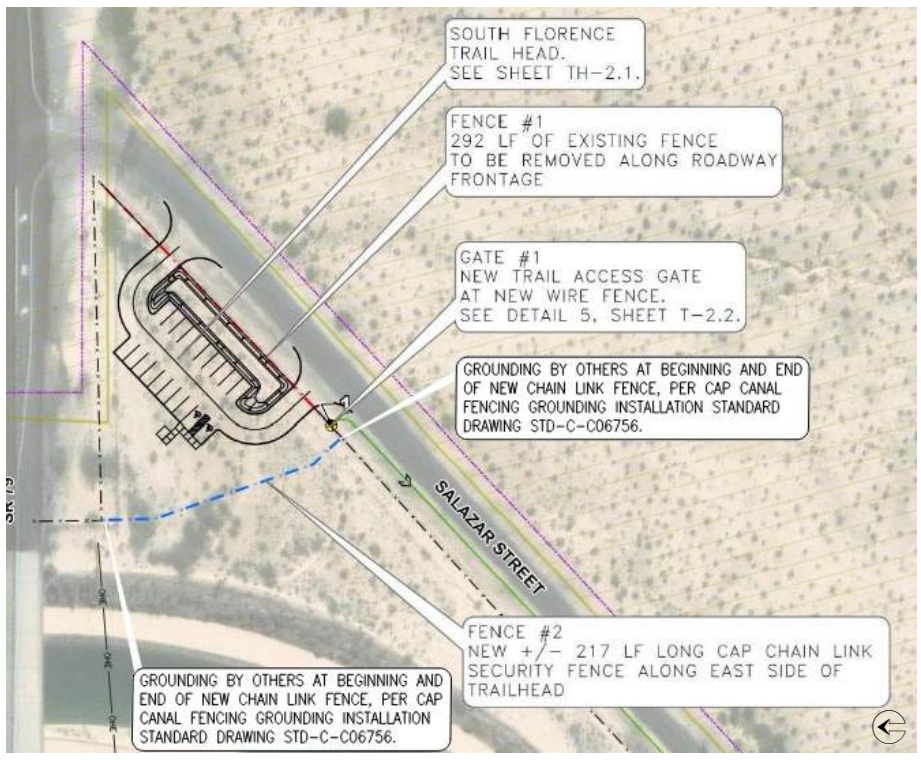
Exhibit A



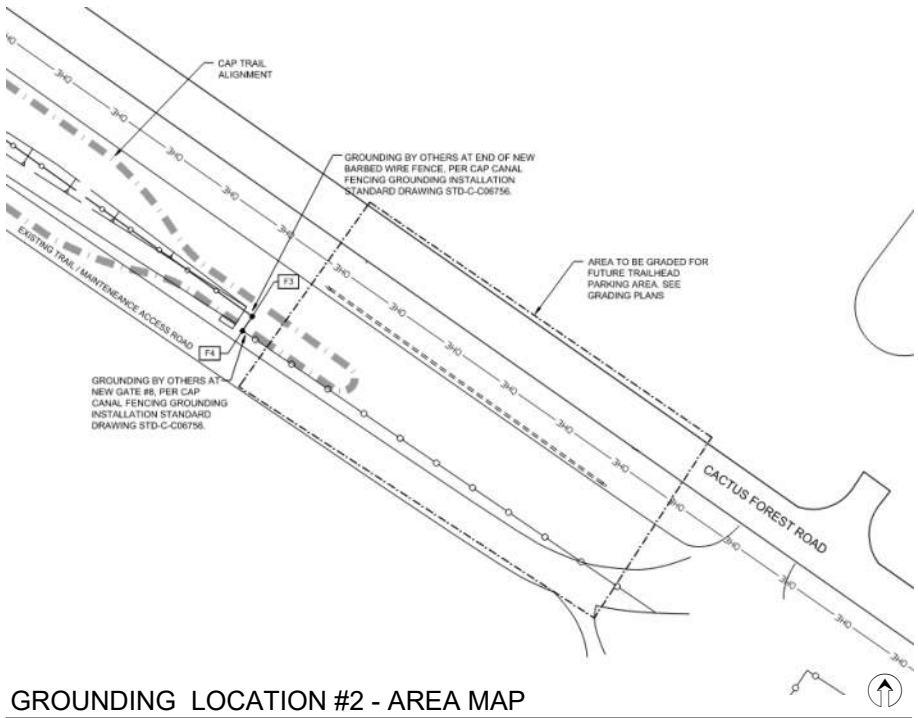
DATE: 10/9/2024

CAP TRAIL PHASE 2 - SR 79 TO PARK LINK ROAD
GROUNDING LOCATIONS FOR NEW FENCING - OVERALL SITE MAP

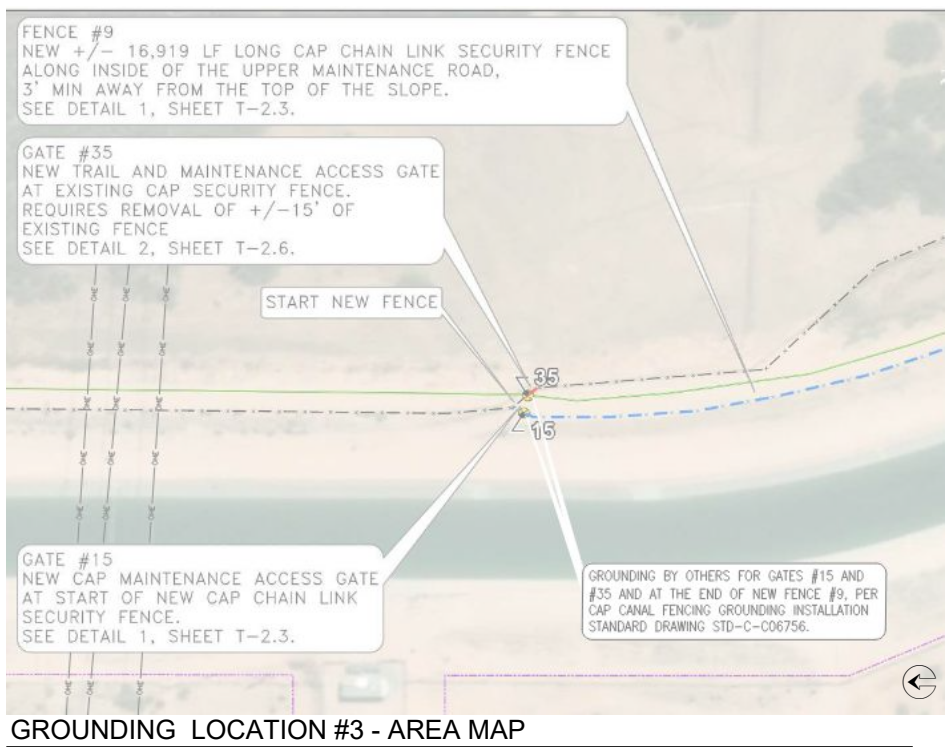
0 0.5 1 2 3 4 Miles



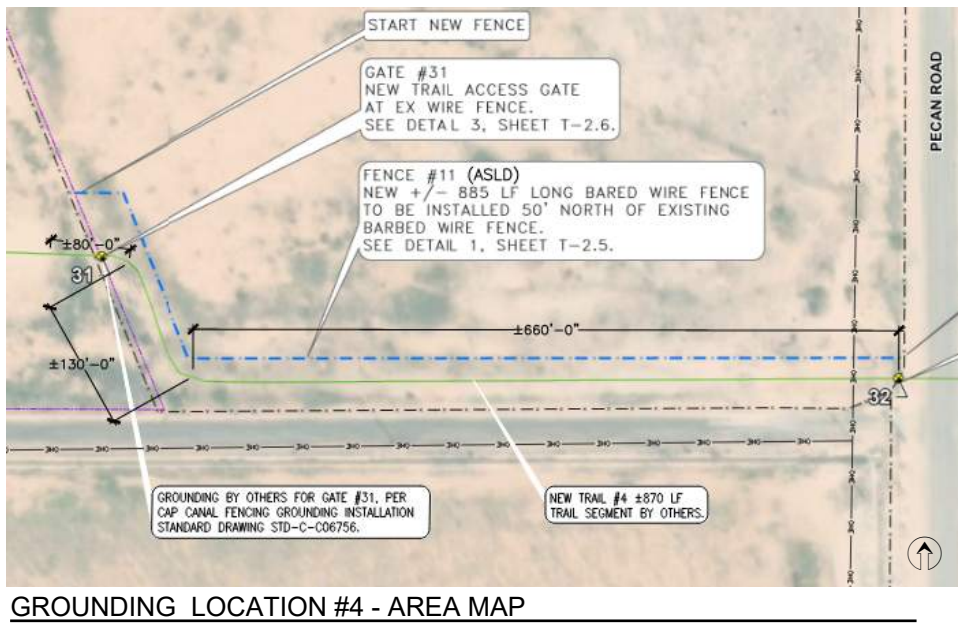
GROUNDING LOCATION #1 - AREA MAP



GROUNDING LOCATION #2 - AREA MAP



GROUNDING LOCATION #3 - AREA MAP

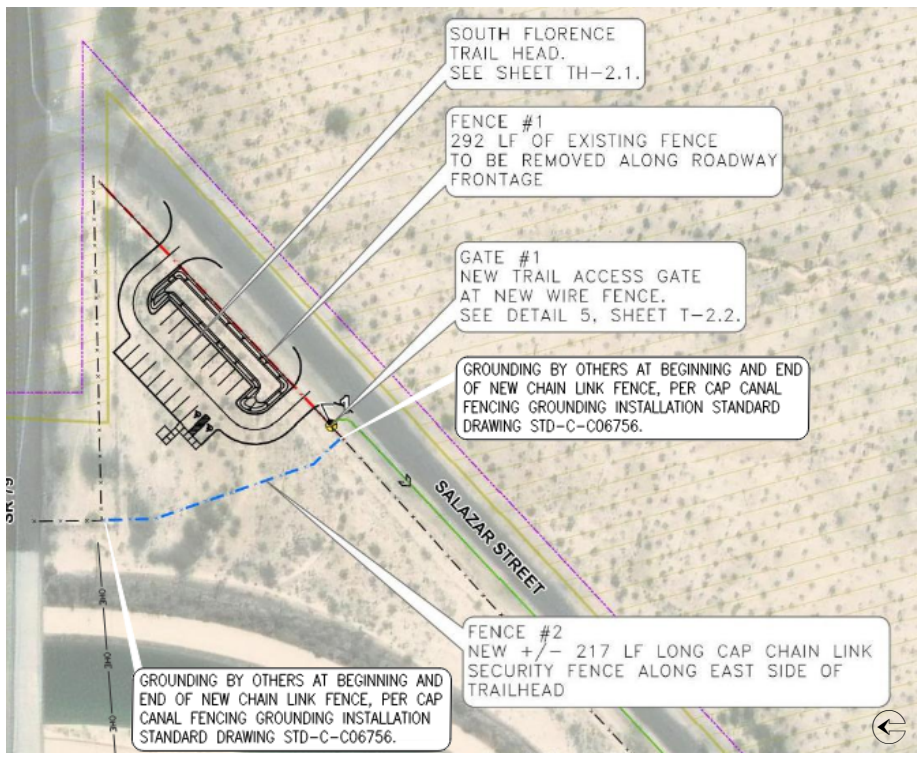


GROUNDING LOCATION #4 - AREA MAP

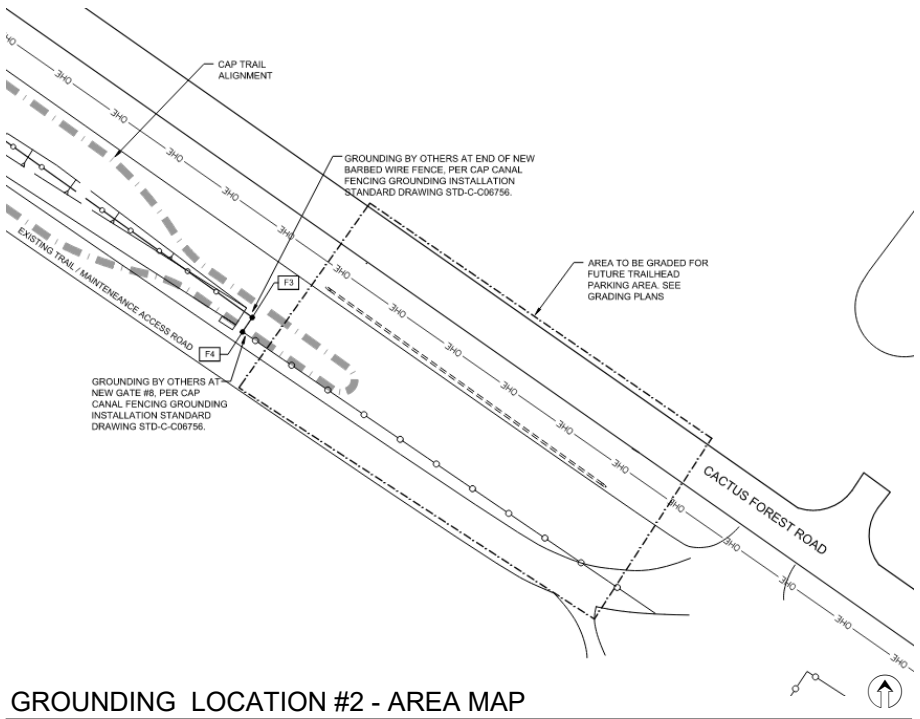
NOT TO SCALE

DATE: 10/9/2024

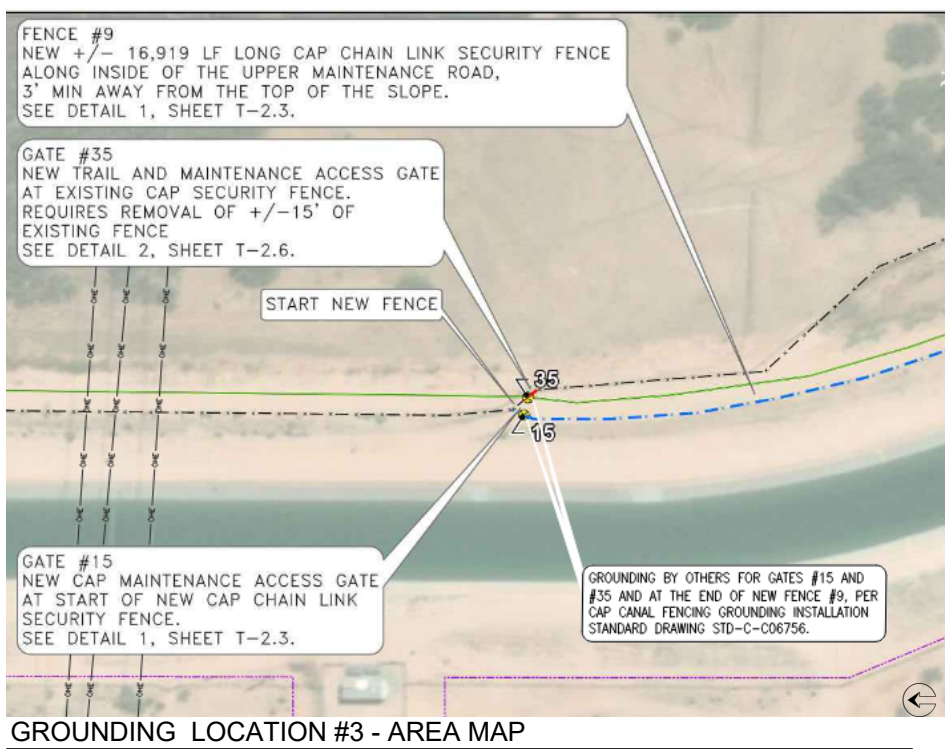
CAP TRAIL PHASE 2 - SR 79 TO PARK LINK ROAD
GROUNDING LOCATIONS FOR NEW FENCING - AREA MAPS



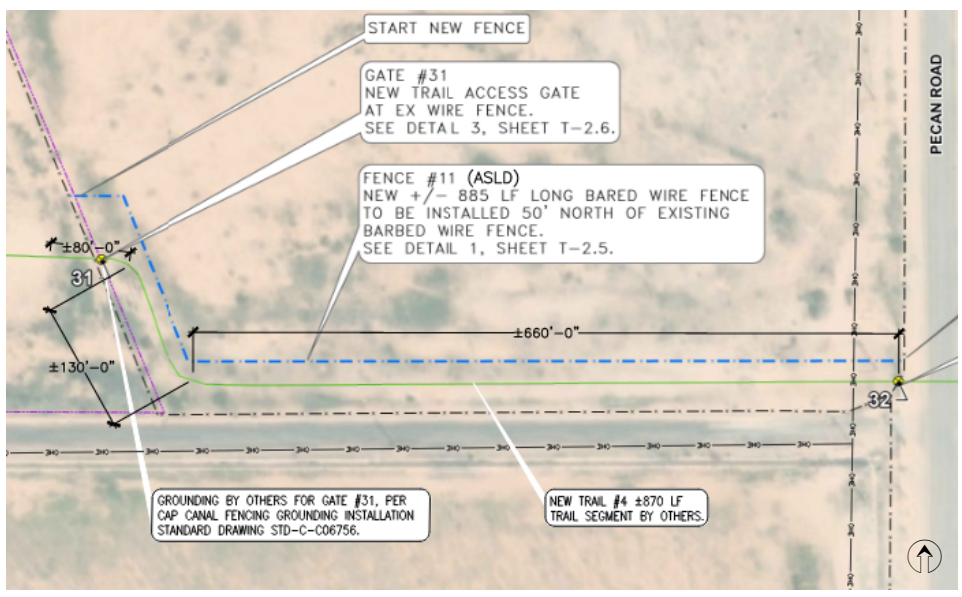
GROUNDING LOCATION #1 - AREA MAP



GROUNDING LOCATION #2 - AREA MAP



GROUNDING LOCATION #3 - AREA MAP



GROUNDING LOCATION #4 - AREA MAP

NOT TO SCALE

DATE: 10/9/2024

CAP TRAIL PHASE 2 - SR 79 TO PARK LINK ROAD
GROUNDING LOCATIONS FOR NEW FENCING - AREA MAPS