



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: October 20, 2015 Addendum
or Procurement Director Award

2015 OCT 15 PM 10:46

Contractor/Vendor Name (DBA): City of Tucson

Project Title/Description:

Agreement for the Termination of the Intergovernmental Agreement ("IGA") between Pima County ("County") and City of Tucson ("City")

Purpose:

In 1983, County and City entered into an IGA to provide a site for the potential construction of a Southeast Regional Water Treatment Plant. Due to changed circumstances, County and City determined the IGA is no longer necessary and wish to terminate it. As part of this termination, City has also identified a surplus parcel (tax parcel 117-12-121D) they would like to convey to County. The parcel is adjacent to County owned property located at 97 E. Congress (tax parcel 117-12-121C). This property is currently being maintained by County.

Procurement Method:

Termination of IGA and acquisition of real property.

Program Goals/Predicted Outcomes:

County will no longer be a responsible party to the IGA and will acquire the surplus parcel from City.

Public Benefit:

County will acquire the property adjacent to 97 E. Congress at no cost.

Metrics Available to Measure Performance:

County will acquire approximately 1,352 sq. ft. of property at no cost.

Retroactive:

N/A

To: CoB- 10.15.15 (1)

*Ver. - 1
Pgs. - 15
Addendum*

Original Information

Document Type: CTN Department Code: PW Contract Number (i.e.,15-123): 16*046
Effective Date: 10/20/15 Termination Date: 10/20/16 Prior Contract Number (Synergen/CMS): N/A
 Expense Amount: \$ 0.00 Revenue Amount: \$ 0.00
Funding Source(s): N/A

Cost to Pima County General Fund: None

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: Dana Hausman

Department: Public Works - Real Property Services Telephone: 724-6713

Department Director Signature/Date: [Signature] 10-6-2015

Deputy County Administrator Signature/Date: [Signature] 10/7/15

County Administrator Signature/Date: C. Ruelbary 10/7/15
(Required for Board Agenda/Addendum Items)

CONTRACT
NO. <u>C7N-PW-16000000000000000000000046</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

**Agreement for the Termination of the Intergovernmental Agreement
Between Pima County and the City of Tucson to provide a Site for the
Construction of a Southeast Regional Water Treatment Plant; and for
the Conveyance of a Parcel of Surplus Real Property from the City of
Tucson to Pima County**

This Agreement ("Agreement") is entered into by and between Pima County, a body politic and corporate, ("County") and the City of Tucson, a municipal corporation ("City"), pursuant to Arizona Revised Statutes (A.R.S.) Section 11-952.

Recitals

- A. City and County have statutory authority to enter into intergovernmental agreements for joint and cooperative action pursuant to A.R.S. § 11-952.
- B. In August, 1983, City and County entered in to an Intergovernmental Agreement to provide a site for the potential construction of a Southeast Regional Water Treatment Plant (the "IGA"), which was Exhibit A to City Resolution 12388. The IGA was recorded in the Office of the Pima County Recorder in Docket 7106 at pages 1125 through 1136.
- C. County and City have determined that the IGA is no longer necessary due to changed circumstances and desire to terminate the IGA.
- D. City and County have separately identified a parcel of surplus City-owned real property shown in **Exhibit A** to this Agreement (the "Property"). The Property is adjacent to a larger parcel of County-owned real property, and has been maintained by County. City has determined the Property to be surplus to its needs, and desires to convey the Property to County. County desires to accept the conveyance of the Property.

AGREEMENT

SECTION 1. RECITALS INCORPORATED

The foregoing recitals are incorporated into this Agreement as though fully set forth herein.

SECTION 2. PURPOSES

The purposes of this Agreement are 1) to terminate the IGA, and 2) to convey the Property from City to County.

SECTION 3. TERMINATION OF IGA

The IGA is hereby terminated and will be of no further force or effect.

SECTION 4. CONVEYANCE OF PROPERTY

City hereby agrees to convey the Property to County by form of Deed attached to this Agreement as **Exhibit B** and County hereby accepts the conveyance of the Property.

SECTION 5. EFFECTIVE DATE AND DURATION

This Agreement is effective upon the date of complete execution by the Parties and expires upon recordation of the fully executed and attested Exhibit B in the Office of the Pima County Recorder reflecting conveyance of the Property from City to County.

SECTION 6. LEGAL JURISDICTION

Nothing in this Agreement either limits or extends the legal jurisdiction of County or City.

SECTION 7. NO JOINT VENTURE

Nothing contained in this Agreement creates any partnership, joint venture or employer-employee relationship between City and County. No party is liable for any debts, accounts, obligations nor other liabilities whatsoever of the other party as a result of this Agreement, including, without limitation, any party's obligation to withhold Social Security and income taxes for itself or its employees.

SECTION 8. NO THIRD PARTY BENEFICIARIES

This Agreement does not create any right in any person or entity not a party hereto as a third party beneficiary.

SECTION 9. COMPLIANCE WITH LAWS, GOVERNING LAW

The parties will comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement must be filed and maintained in an Arizona court in Pima County.

SECTION 10. FORCE MAJEURE

A party is not in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term “uncontrollable forces” means, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to floods, earthquakes, acts of God, or orders of any regulatory government officer or court (excluding orders promulgated by the parties themselves), which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Any party rendered unable to fulfill any obligations by reason of uncontrollable forces must exercise due diligence to remove such inability with all reasonable dispatch.

SECTION 11. WAIVER

Waiver by any party of any breach of any term, covenant or condition herein contained is not a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

SECTION 12. INDEMNIFICATION

- 12.1 *Mutual Indemnity.* To the fullest extent permitted by law, each party to this Agreement will indemnify, defend and hold the other party, its governing board or body, officers, departments, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorney’s, consultant’s and accountant’s fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of any act or omission of the indemnifying party, its agents, employees or anyone acting under its direction or control, whether intentional, negligent, grossly negligent, or amounting to a breach of contract, in connection with or incident to the performance of this Agreement.
- 12.2 *Notice.* Each party will notify the other in writing within thirty (30) days of the receipt of any claim, demand, suit or judgment against the receiving party for which the receiving party intends to invoke the provisions of this Article. Each party will keep the other party informed on a current basis of its defense of any claims, demands, suits, or judgments under this Article.

12.3 *Negligence of indemnified party.* The obligations under this Article do not extend to the negligence of the indemnified party, its agents or employees.

12.4 *Survival of termination.* This Article survives the termination, cancellation or revocation, whether in whole or in part, of this Agreement.

SECTION 13. INSURANCE

Each party to this Agreement warrants that it is self-insured or otherwise maintains adequate insurance to fully cover that party's liability regarding this Agreement.

SECTION 14. SEVERABILITY

In the event that any provision of the Agreement or the application thereof is held invalid, such invalidity will have no effect on other provisions and their application which can be given effect without the invalid provision, or application, and to this extent the provisions of the Agreement are severable.

SECTION 15. NOTIFICATION

All notices or demands upon any party to this Agreement must be in writing, unless other forms are designated elsewhere, and be delivered in person or sent by mail addressed as follows:

City of Tucson:

Hector Martinez
Real Estate Administrator
201 North Stone, 6th Floor
Tucson, Arizona 85701

Pima County:

Neil Konigsberg
Real Property Services Manager
201 North Stone, 6th Floor
Tucson, Arizona 85701

SECTION 16. TERMINATION FOR CONFLICT OF INTEREST

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

SECTION 17. COUNTERPARTS

This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute one and the same agreement.

In Witness Whereof, City has caused this Agreement to be executed by the Mayor, upon approval of the Mayor and Council and attested to by the City Clerk, and County has caused this Agreement to be executed by the Chair of its Board of Supervisors, upon approval of the Board and attested to by the Clerk of the Board.

THEREFORE, the parties hereto have entered into this Agreement as evidenced by the signatures below.

Pima County, a body politic and corporate:

Sharon Bronson, Chair, Board of Supervisors

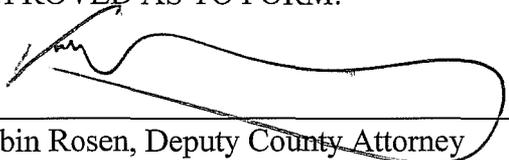
Date

ATTEST:

Robin Brigode, Clerk of the Board

Date

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney

10/5/15

Date

[The remainder of this page is intentionally left blank.]
[City Signature page follows]

City of Tucson, a municipal corporation:

Jonathan Rothschild, Mayor

Date

ATTEST:

Roger Randolph, City Clerk

Date

APPROVED AS TO FORM:

Damian Fellows, Principal Assistant City Attorney

Date

Exhibit "A"



CITY OF
TUCSON

September 8, 2015
SR 2877
Pima County Parcel
Page 1

DESCRIPTION OF PARCEL

All that part of Lot 13 in Block 195 of the City of Tucson, Pima County, Arizona, according to the plat thereof, as made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said City (then Village) of Tucson, on June 26, 1872, which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats, at page 70 thereof, particularly described as follows:

COMMENCING at the Southwest corner of said Lot 13, run thence North 87 degrees East along the South line of said Lot 13, a distance of 14.4 feet to the POINT OF BEGINNING;

THENCE continue North 87 degrees East along said South line of Lot 13, a distance of 33.00 feet;

THENCE North 3 degrees West a distance of 20.33 feet;

THENCE South 87 degrees West a distance of 5.00 feet;

THENCE North 3 degrees West a distance of 4.00 feet;

THENCE South 87 degrees West a distance of 18.67 feet;

THENCE North 3 degrees West a distance of 4.00 feet;

THENCE South 87 degrees West a distance of 4.00 feet;

THENCE North 3 degrees West a distance of 13.33 feet;

THENCE North 87 degrees East a distance of 4.00 feet;

THENCE North 3 degrees West a distance of 18.00 feet;

THENCE South 87 degrees West a distance of 4.00 feet;

THENCE North 3 degrees West a distance of 13.33 feet;

Exhibit "A"

(Continued)



CITY OF
TUCSON

September 8, 2015
SR 2877
Pima County Parcel
Page 2

THENCE North 87 degrees East a distance of 4.00 feet;

THENCE North 3 degrees West a distance of 18.00 feet;

THENCE South 87 degrees West a distance of 4.00 feet;

THENCE North 3 degrees West a distance of 6.67 feet;

THENCE North 87 degrees East a distance of 41.83 feet;

THENCE North 3 degrees West a distance of 8.34 feet;

THENCE South 87 degrees West a distance of 53.18 feet to a point on the East line of Scott Avenue (formerly Belknap Street);

THENCE South 6-1/4 degrees East (South 6 degrees 15 minutes East) a distance of 106.17 feet to the POINT OF BEGINNING.

EXCEPT (City of Tucson Parcel):

COMMENCING at a 2" brass cap survey monument "RLS 19862" at the Southwest corner of said Lot 13, from which a 2" brass cap survey monument "RLS 20373" bears North 06 degrees, 16 minutes 21 seconds West, a distance of 411.22 feet;

THENCE North 87 degrees East along the South line of said Lot 13, a distance of 14.40 feet to the **POINT OF BEGINNING**;

THENCE continue North 87 degrees East along said South line of Lot 13, a distance of 6.44 feet to a point on the arc of a non-tangent curve, concave to the Northeast, a radial line of said curve through said point having a bearing of South 3 degrees East;

THENCE along said curve, to the right, having a radius of 3.00 feet and a central angle of 90 degrees 05 minutes 46 seconds for an arc distance of 4.72 feet;

Exhibit "A"
(Continued)

September 8, 2015
SR 2877
Pima County Parcel
Page 3



CITY OF
TUCSON

THENCE North 02 degrees 54 minutes 22 seconds West a distance of 103.00 feet to a point on the South line of an alley;

THENCE South 87 degrees West a distance of 9.63 feet;

THENCE South 6-1/4 degrees East (South 6 degrees 15 minutes East) a distance of 106.17 feet to the **POINT OF BEGINNING**.

Pima County Parcel containing 1,352 square feet, more or less
Exception (City of Tucson Parcel) containing 694 square feet, more or less.

Prepared for and on behalf of:

CITY OF TUCSON

Donald P. Pomeroy

Donald P. Pomeroy,
AZ RLS 35544



Expires 12/31/15

Exhibit "A"

2"BCSM
RLS 20373

(Continued)

S87°W 53.18'

SOUTH LINE
ALLEY

9.63'

S87°W 43.55'

L13

N87°E 41.83'

C.O.T.



Scale: N.T.S.

#	Length	Direction
L1	5.00'	S 87° W
L2	4.00'	N 3° W
L3	4.00'	N 3° W
L4	4.00'	S 87° W
L5	13.33'	N 3° W
L6	4.00'	N 87° E
L7	4.00'	S 87° W
L8	13.33'	N 3° W
L9	4.00'	N 87° E
L10	4.00'	S 87° W
L11	6.67'	N 3° W
L12	8.34'	N 3° W

SCOTT AVENUE
N6°16'21"W 411.22'

S6°15'E 106.17'

EXCEPTION N2°54'14"W 103.00'

L14

L15

L16

L17

L18

L19

L20

L21

L22

L23

L24

PIMA COUNTY

12463/315

PART OF LOT 13
BLOCK 195 CITY OF TUCSON
BK 3 M&P, PG 70

PIMA COUNTY AREA
1,352± SF

POB

R=3.00'
L=4.72'

S LINE
LOT 13

N87°E
14.40'

6.44'

COMMENCE

SW COR LOT 13

2"BCSM RLS 19862

CONGRESS STREET

STREET

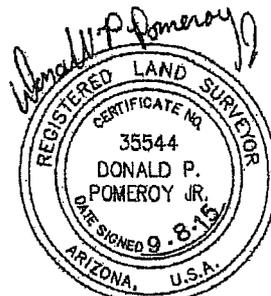
EXHIBIT A

PIMA COUNTY PARCEL

PIMA COUNTY PARCEL
DATE: 09/08/2015
DRAWN BY: DPP

SECTION 12, TOWNSHIP 14 SOUTH, RANGE 13 EAST
G&SRM, PIMA COUNTY, ARIZONA

SR 2877
SHEET 1 OF 1



Expires 12/31/2015

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CITY OF
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September 8, 2015
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Pima County Parcel
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Exhibit "A"

(Continued)

September 8, 2015
SR 2877
Pima County Parcel
Page 2



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(Continued)

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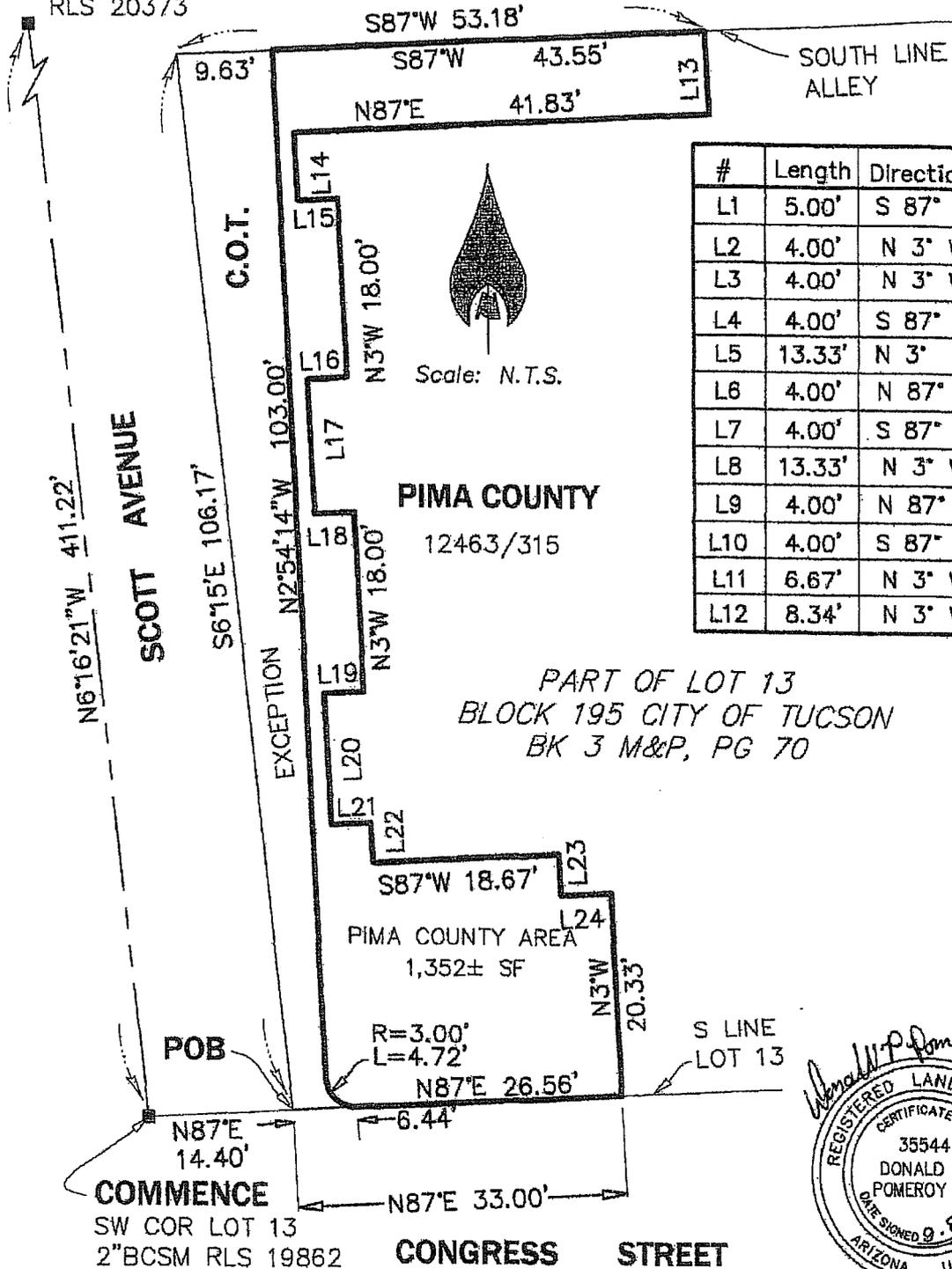


Expires 12/31/15

Exhibit "A"

(Continued)

2"BCSM
RLS 20373



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L3	4.00'	N 3° W
L4	4.00'	S 87° W
L5	13.33'	N 3° W
L6	4.00'	N 87° E
L7	4.00'	S 87° W
L8	13.33'	N 3° W
L9	4.00'	N 87° E
L10	4.00'	S 87° W
L11	6.67'	N 3° W
L12	8.34'	N 3° W



Expires 12/31/2015

EXHIBIT A

PIMA COUNTY PARCEL

PIMA COUNTY PARCEL
DATE: 09/08/2015
DRAWN BY: DPP

SECTION 12, TOWNSHIP 14 SOUTH, RANGE 13 EAST
G&SRM, PIMA COUNTY, ARIZONA

SR 2877
SHEET 1 OF 1