



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

Award  Contract  Grant

Requested Board Meeting Date: August 7, 2018

\* = Mandatory, information must be provided

or Procurement Director Award

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

Golden Pins, L.L.C., an Arizona limited liability company ("Seller"), owns the property to be acquired. Real Property File No. Acq-0743

**\*Project Title/Description:**

The Board previously approved an Acquisition Agreement (the "Agreement") to acquire real property located at 1010 W. Miracle Mile (the "Property"). The Agreement contained an Inspection Period. The inspection found asbestos on the Property, and is complete except for a Phase II environmental assessment. As a result of the inspection, staff recommends amending the Agreement to (i) reduce the Purchase Price by \$150,000; (ii) extend the Inspection Period to allow for completion of the Phase II; and (iii) provide that the County will remove the bowling lanes and associated equipment (which after Closing will remain the property of Seller) to comply with Title 34, and Seller will be responsible for storage of the lanes and equipment after removal from the Property.

**\*Purpose:**

The amended Agreement will reduce the purchase price to address asbestos removal; will provide for compliance with procurement requirements; and will allow for a Phase II to be completed.

**\*Procurement Method:**

EXEMPT PURSUANT TO PIMA COUNTY CODE 11.04.020

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

Title to the property will be acquired, conditioned upon a satisfactory Phase II environmental assessment.

**\*Public Benefit:**

The amendment will reduce the cost to the County of acquiring the Property

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

The estimated cost of asbestos removal is approximately \$300,000, and the Seller will be paying approximately one-half the cost.

**\*Retroactive:**

No

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Addendum

**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

**\*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: PW Contract Number (i.e.,15-123): 18\*353

Amendment No.: 1 AMS Version No.: 4

Effective Date: 8/7/2018 New Termination Date: 5/14/2023

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense or  Revenue  Increase  Decrease Amount This Amendment: \$ (150,000.-) LP

Is there revenue included?  Yes  No If Yes \$ \_\_\_\_\_

**\*Funding Source(s) required:** FM-General Fund

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): \_\_\_\_\_

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: Neil Konigsberg

Department: Real Property Services Telephone: 724-6582

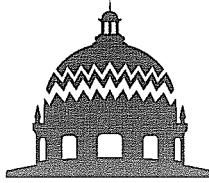
Department Director Signature/Date: [Signature] 7/27/18

Deputy County Administrator Signature/Date: [Signature] 7/27/18

County Administrator Signature/Date: [Signature] 7/27/18

*(Required for Board Agenda/Addendum Items)*

<b>CONTRACT</b>
NO. <u>CT-PW-18-353</u>
AMENDMENT NO. <u>01</u>
This number must appear on all invoices, correspondence and documents pertaining to this contract.



**PIMA COUNTY**  
**REAL PROPERTY**

**PIMA COUNTY REAL PROPERTY SERVICES**

**SELLER: Golden Pins, L.L.C.**

**CONTRACT: CT-PW-18-353**

**AMENDMENT NO. 1**

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**AMENDMENT TO ACQUISITION AGREEMENT**

**1. BACKGROUND AND PURPOSE.**

1.1. Golden Pins, L.L.C., an Arizona Limited liability company (“Seller”) and Pima County, a political subdivision of the State of Arizona (“Buyer”), entered into an Acquisition Agreement dated May 15, 2018 (the “Acquisition Agreement”), for the sale of certain real property described in Exhibit A and depicted in Exhibit A-1 to the Acquisition Agreement (the “Property”).

1.2. The Acquisition Agreement provided for an Inspection Period of 45 days. Seller and Buyer extended the Inspection Period by a separate written agreement to August 13, 2018.

1.3. County has completed a Phase I environmental assessment of the Property, and has ordered a Phase II environmental assessment as recommended by the Phase I.

1.4. The inspection of the Property by Buyer has revealed asbestos that needs to be removed in order for Buyer to make the Property adaptable to the intended public use.

1.5. As a result of the inspection of the Property to date, Buyer and Seller desire to amend the Acquisition Agreement as provided in this Amendment to Acquisition Agreement (the “Amendment”).

1.6. Under Section 11.2 of the Acquisition Agreement, Seller has the right to remove the bowling alleys and related equipment (the “Alleys”) at the end of its occupancy period.

1.7. All defined terms in the Acquisition Agreement shall have the same meanings in this Amendment, unless otherwise stated in this Amendment.

2. **MODIFICATION OF ACQUISITION AGREEMENT.** Seller and Buyer hereby agree to modify the terms of the Acquisition Agreement as follows:

2.1. Section 1.3 Purchase Price. The Purchase Price will be reduced by One Hundred Fifty Thousand Dollars (\$150,000.00). The amended Purchase Price will be Two Million Seven Hundred Thousand Dollars (\$2,700,000.00).

2.2. Section 5.3 Environmental Inspection. The environmental inspection period is extended to August 24, 2018.

2.3. Section 11.2 Bowling Alleys. The removal of Alleys will be done as follows:

2.3.1. **REMOVAL BY BUYER.** Because the Property will be owned by Buyer after Closing, the Alleys will be removed by Buyer, not by Seller. Buyer agrees to consult with Seller on the contractor hired to remove the Alleys.

2.3.2. **ASBESTOS REMOVAL.** Seller and Buyer acknowledge that an environmental contractor must be hired by Buyer to coordinate with the contractor hired by Buyer to remove the Alleys, as there will be asbestos removal involved in removing the Alleys. The removal of the Alleys will be supervised by Pima County Facilities Management.

2.3.3. **NO REPRESENTATIONS OR WARRANTIES.** Buyer does not represent or warrant that the Alleys are salvageable. Buyer and Seller acknowledge that the Alleys are at least forty (40) years old. Buyer will consult with Seller on removal of the Alleys, but will have no liability whatsoever to Seller as to the condition of the Alleys after they are removed, or in the event the Alleys are not salvageable.

2.3.4. **TIMING.** Buyer may remove the Alleys at any time after the Vacate Date. Buyer may remove the Alleys prior to the Vacate Date with the agreement of Seller.

2.3.5. **STORAGE OF ALLEYS.** Seller shall provide a location to store the Alleys, and Seller shall be responsible for removing the Alleys from the Property within ten (10) working days after Buyer provides notice to Seller that the Alleys are ready for removal. Buyer will have no responsibility to store the Alleys after they have been removed. If the Alleys are not salvageable, Buyer may dispose of the Alleys at its discretion.


3. **REMAINING ACQUISITION AGREEMENT TERMS UNCHANGED.** Except as modified as provided in this Amendment, all of the terms and conditions of the Acquisition Agreement shall remain in full force and effect.

4. **EFFECTIVE DATE.** This Amendment shall be effective as of the date it is signed by Seller and Buyer.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day, month and year written below.

Seller's Approval and Acceptance:

Golden Pins, L.L.C., an Arizona limited liability company

BY: 

Date: 7/25/18

Don Allan (printed name)

ITS: Managing Member

Buyer's Approval and Acceptance:

**COUNTY: PIMA COUNTY, a political subdivision of the State of Arizona:**

\_\_\_\_\_  
Richard Elias, Chairman, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Julie Castaneda, Clerk of Board

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

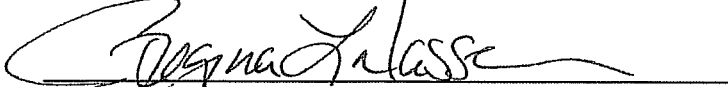


Neil J. Konigsberg, Manager, Real Property Services

 7/27/18

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:



Regina Nassen, Deputy County Attorney