



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 8/8/2023

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Town of Sahuarita

**\*Project Title/Description:**

Intergovernmental Agreement between Pima County and the Town of Sahuarita for the Acquisition of the Titan Missile Museum

**\*Purpose:**

Per Arizona Revised Statute 11-251.19, County's meeting stated criteria are required to to enter into IGA's with city's and towns in order to acquire property within the city or town. Pima County meets the stated criteria as the Titan Missile Museum (AKA Assessor tax parcel 303-33-024E at 1580 W Duval Mine Road) lies within Town. The Town has approved the IGA via Sahuarita Resolution 2023-0742 on June 26th, 2023. (RPS Acquisition file Acq-1010)

**\*Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020.

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

Pima County and the Town will enter into an IGA to allow Pima County to acquire 9.9 acres of land containing the existing Titan Missile Museum from the United States of America.

**\*Public Benefit:**

Pima County can proceed with the acquisition and continued operation of the Titan Missile Museum.

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

Adopting the subject IGA has no direct budget impacts but does provide the needed approval by the Town for the County to proceed with the acquisition of the Titan Missile Museum from the United States of America.

**\*Retroactive:**

No.

TO: COB 7-26-23 (2)  
Vers.: 1  
Pgs.: 4

JUL 25 '23 AM 11:35 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

**Contract / Award Information**

Document Type: CTN Department Code: RPS Contract Number (i.e., 15-123): 24\*011  
Commencement Date: 8/8/2023 Termination Date: Perpetual Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount \$ \_\_\_\_\_ ☒ Revenue Amount: \$ 0.00

\*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 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease  
Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_  
Amount This Amendment: \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

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): \_\_\_\_\_  
Commencement 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: Aaron Mergenthal

Department: Real Property Services

Telephone: 724-6307

Department Director Signature: \_\_\_\_\_

Date: 7/21/2023

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

Date: 7/21/2023

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

Date: 7/21/2023

Intergovernmental Agreement  
Between  
Pima County and the Town of Sahuarita  
for the  
Acquisition of the Titan Missile Museum

This Intergovernmental Agreement ("IGA") is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the Town of Sahuarita ("Town"), pursuant to A.R.S. § 11-952.

1. Background.
  - 1.1. County and Town may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
  - 1.2. The County wishes to acquire the Former Air Force Facility Missile Site 8 (A.K.A. Titan Missile Museum and herein "Museum"), located at 1580 W. Duval Mine Road, Green Valley, AZ 85614, from the United States Air Force for continued use as a museum.
  - 1.3. County is authorized by A.R.S. § 11-251, et seq, to acquire, own and sell real property and to develop, operate and maintain public lands, parks and trail systems for the benefit of its residents.
  - 1.4. When County is acquiring land in a city or town the acquisition of land must be a part of an IGA entered into by the County and the governing body of the city or town pursuant to A.R.S. § 11-251.19.
  - 1.5. The Museum is located within the Town's jurisdiction; therefore, it is necessary pursuant to A.R.S. § 11-251.19 to establish this IGA between the County and the Town.
2. Purpose. County and Town agree that the County should proceed with the proposed acquisition of the Museum and continue to operate the site as a public exhibit/museum facility.
  - 2.1. Town Responsibilities. Town consents to the County's acquisition of the Museum within the Town's jurisdiction.
  - 2.2. County Responsibilities. County will purchase the property, maintain the property and improvements as a public exhibit/museum facility and oversee the management of the Museum itself or through a third-party vendor with experience in managing exhibit/museum facilities. County will record a Declaration in conjunction with the IGA to ensure future uses of the Museum comply with Town zoning and development regulations.
3. Financing. There are no financing obligations between the parties. Changes to this obligation will only become effective upon the execution of an amendment signed by both parties.
4. Term. This IGA will be effective from the date it is fully executed by both parties and will continue as long as the County owns the above-described land and improvements.
5. Disposal of Property. This IGA will terminate when title to the property vests with an entity other than County.

6. Indemnification. 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") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
7. Insurance. Each party warrants that it is self-insured or otherwise maintains adequate insurance to fully cover its liability under this IGA. County will include the property in its inventory of property covered by its self-insurance trust.
8. Compliance with Laws. The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
9. Non-Discrimination. The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, the parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
10. ADA. The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
11. Conflict of Interest. This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
12. Non-Appropriation. Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA.
13. **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For the purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
14. No Joint Venture. It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
15. No Third-Party Beneficiaries. Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

16. Notice. Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Town of Sahuarita:

Jeffrey Teplitsky, Director  
Pima County Real Property Services  
201 N. Stone Ave., 6<sup>th</sup> Floor  
Tucson, AZ 85701

Shane Dille  
Town Manager  
375 W Sahuarita Center Way  
Sahuarita, AZ 85629

17. Amendment. This IGA may only be modified, amended, altered or changed by written agreement signed by the parties.
18. Severability. If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
19. Legal Authority. Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
20. 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.
21. Effective Date. This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature).

SIGNATURES TO FOLLOW ON NEXT PAGE

PIMA COUNTY

TOWN OF SAHUARITA

\_\_\_\_\_  
Chair  
Board of Supervisors

Tom Murphy  
\_\_\_\_\_  
Tom Murphy, Mayor

\_\_\_\_\_  
Date

6/26/23 22:31 MST  
\_\_\_\_\_  
Date

ATTEST

ATTEST

\_\_\_\_\_  
Clerk of the Board

Lisa Cole  
\_\_\_\_\_  
Lisa Cole, Town Clerk



Approval

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

Shane D. Dille

\_\_\_\_\_  
Shane D. Dille, Town Manager

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Town of Sahuarita has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY:

TOWN OF SAHUARITA

Rachelle Barr 06/29/2023  
\_\_\_\_\_  
Rachelle Barr, Deputy County Attorney

Jon M. Paladini  
\_\_\_\_\_  
Jon Paladini, Town Attorney