BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

○ Award ☒ Contract ○ Grant

Requested Board Meeting Date: August 18, 2025

* = *Mandatory, information must be provided*

or Procurement Director Award: ☐

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

Rocking K Development Co.

***Project Title/Description:**

First Amendment to the Development and Intergovernmental Agreement for Rocking K South Community Facilities District

***Purpose:**

To amend the current development and intergovernmental agreement with the Rocking K Development Co. to extend the period for reimbursement of eligible infrastructure that has been conveyed to the County from 15 years to 25 years provided there are available unrestricted Rocking K South Community Facilities District bond proceeds available for that purpose.

***Procurement Method:**

Exempt per Title 11, however the agreement requires Rocking K Development Co. to comply with Title 34, Arizona Revised Statutes and the County's Procurement Code when designing, engineering, and constructing the infrastructure that will be conveyed to the County.

***Program Goals/Predicted Outcomes:**

Pima County will receive and maintain eligible infrastructure comprised primarily of main road improvements, sewer system improvements and public parks.

***Public Benefit:**

Pima County residents will receive a master planned community of 2,017 acres utilizing the landscapes natural features to provide an open space and trail system that interconnects neighborhoods, schools, community parks, and neighborhood parks.

***Metrics Available to Measure Performance:**

All infrastructure project plans and specifications will continue to be reviewed and approved in accordance with the County's normal practice. Additionally, Rocking K Development Co. will provide separate project reports for each infrastructure project. These reports are reviewed by the District Adminstrator and the District Engineer and are presented to the District Board for approval prior to the District reimbursing any costs for accepted infrastructure.

***Retroactive:**

No

To: COB, 8-5-25(1)
vers: 1
Pgs: 7

AUG05'25PM1040RCVD

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: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Commencement 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

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: PO Department Code: FN Contract Number (i.e., 15-123): CT-FN-17*447

Amendment No.: 1 AMS Version No.: 1

Commencement Date: 8/18/2025 New Termination Date: 7/11/2067

Prior Contract No. (Synergen/CMS): _____

○ Expense ○ Revenue ○ Increase ○ Decrease Amount This Amendment: $ 0.00

Is there revenue included? ○ Yes ✗ No If Yes $ _____

***Funding Source(s) required:** Rocking K South Community Facilities District

Funding from General Fund? ○ Yes ✗ No If Yes $ _____ % 0

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: Art Cuaron

Department: Finance & Risk Management Telephone: 520-724-3138

Department Director Signature: _____ Date: 8-1-2025

Deputy County Administrator Signature: _____ Date: _____

County Administrator Signature: _____ Date: 8/1/2025

When recorded, please return to:

Pima County Director of Finance and Risk Management
130 West Congress Street, 6th Floor
Tucson, Arizona 85701

FIRST AMENDMENT TO DEVELOPMENT AND INTERGOVERNMENTAL AGREEMENT FOR ROCKING K SOUTH COMMMUNITY FACILITES DISTRICT

This First Amendment, known as the First Amendment to the Development and Intergovernmental Agreement for Rocking K South Community Facilities District, is entered into effective as of _____ (the "Effective Date") by and among Pima County, Arizona, a political subdivision of the State of Arizona ("County"), Rocking K South Community Facilities District, a municipal corporation and political subdivision of the State of Arizona ("District"), and Rocking K Development Company, an Arizona corporation ("Rocking K") (each a "Party" and collectively the "Parties").

RECITALS

A. The Parties hereto are the parties to that certain Development and Intergovernmental Agreement for Rocking K South Community Facilities District entered into as of July 11, 2017 recorded in Document No. 20200550533, Official Records of Pima County, Arizona (the "Agreement").

B. The Parties are entering into this First Amendment to amend certain terms and conditions in the Agreement as further described herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, terms, covenants and conditions set forth herein, the Parties agree as follows:

1. Authority/Recitals. The Parties are entering into this First Amendment pursuant to the CFD Act and A.RS. § 11-1101 and, as between the District and the County, an "intergovernmental agreement" under A.R.S. §§ 11-951 through 11-955. The Recitals set forth above are hereby incorporated into this First Amendment as though fully set forth herein.

2. Reimbursement from Available Bond Proceeds. The third sentence of section 7.4 of the Agreement is hereby deleted and replaced in its entirety to state as follows:

> "The District's obligation to pay for an Accepted Project will expire 25 years after the project was completed, regardless of whether the entire Acquisition Price was paid."

3. General Provisions.

3.1. Binding Effect and Recording. This First Amendment shall run with the Property and is binding upon and shall inure to the benefit of the successors, assigns, heirs and personal representatives of the Parties. Upon execution hereof, this Agreement shall be recorded in the Office of the Pima County Recorder for Pima County, Arizona.

3.2. Authority. The undersigned represent to each other that they have full power and authority to enter into this First Amendment, and that all necessary actions have been taken to give full force and effect to this First Amendment. The Parties warrant to each other that the individuals executing this First Amendment on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing.

3.3. Waiver. The waiver by any Party hereto of any right granted to it under this First Amendment shall not be deemed to be a waiver of any other right granted in this First Amendment nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived under or by this First Amendment.

3.4. Counterparts. This First Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all of which taken together shall constitute one of the same instrument.

3.5. Entire Agreement; Force and Effect. This First Amendment constitutes the entire agreement between the Parties pertaining to the subject matter in it. All prior and contemporaneous agreements, representations, and understandings of the Parties, written or oral, are by this First Amendment superseded and merged in this First Amendment. Except as set forth in this First Amendment, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3.6 Arizona Law Provisions.

(a) The County and the District each have the right, within three years after its execution, to cancel this First Amendment, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this First Amendment on behalf of the County or the District, is, at any time during that three-year period, an employee or agent of Rocking K in any capacity or a consultant to Rocking K with respect to the subject matter of this First Amendment. In addition, the County and District may each recoup from Rocking K any fee or commission paid or due any person significantly involved in initiating, negotiating, securing, drafting or creating this First Amendment on behalf of that entity. Rocking K has not taken and will not take any action that would give rise to a right of cancellation under this paragraph.

(b) To the extent applicable, Rocking K certifies that it is not currently engaged in, and agrees for the duration of this First Amendment that it will not engage in a "boycott," as that term is defined in § 35-393, Arizona Revised Statutes, of Israel.

(c) To the extent applicable under A.R.S. § 41-4401, Rocking K and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). The failure by Rocking K or their respective subcontractors' failure to comply with such warranty shall be deemed a material breach of this First Amendment and may result in the termination of this First Amendment by the District.

(d) To the extent applicable under A.R.S. § 35-394, Rocking K hereby certifies it does not currently, and for the duration of this First Amendment shall not use: (a) the forced labor of ethnic Uyghurs in the People's Republic of China, (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. The foregoing certifications are made to the best knowledge of Rocking K, without any current independent investigation or without any future independent investigation for the duration of this First Amendment. If Rocking K becomes aware during the duration of this First Amendment that it is not in compliance with such certification, Rocking K shall take such actions as provided by law, including providing the required notice to the District. If the District determines that Rocking K is not in compliance with the foregoing certification and has not taken remedial action, such failure to comply with the certifications in this section shall be deemed a material breach of this First Amendment and may result in the termination of this First Amendment by the District.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the day and year first written above.

PIMA COUNTY

By: _____
Rex Scott, Chair of the Board of Supervisors

Date: _____

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Rex Scott as Chair of the Board of Supervisors of Pima County, a political subdivision of the State of Arizona.

_____
Notary Public

(Affix Seal Here)

ATTEST:

_____
Melissa Manriquez, Clerk of the Board of Supervisors

Pursuant to A.R.S. Section 11-952(D), this Agreement has been reviewed by the undersigned attorney for the County who has determined that this Agreement is in proper form and is within the powers and authority granted pursuant to the laws of this State to the County.

Bobby Yu
Bobby Yu, Deputy County Attorney

ROCKING K SOUTH COMMUNITY FACILITIES DISTRICT

By: _____
Rex Scott, Chair of the District Board of Directors

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Rex Scott as Chair of the Board of Directors of Rocking K South Community Facilities District, an Arizona community facilities district.

_____
Notary Public

(Affix Seal Here)

ATTEST:

_____
Melissa Manriquez, District Clerk

Pursuant to A.R.S. Section 11-952(D), this Agreement has been reviewed by the undersigned attorney for the District, who has determined that this Agreement is in proper form and is within the powers and authority granted pursuant to the laws of this State to the District.

Bobby Yu

Bobby Yu, Deputy County Attorney

ROCKING K DEVELOPMENT COMPANY, INC., an Arizona corporation, on behalf of itself and all beneficiaries of the Trust

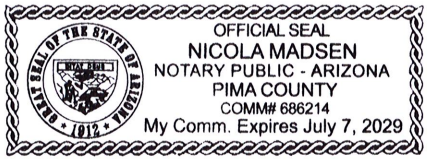
By:_____
Chad Kolodisner, Vice President

STATE OF ARIZONA)
)ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 1st day of August, 2025, by Chad Kolodisner, Vice President of Rocking K Development Company, Inc., an Arizona corporation, on behalf of the corporation.

My commission expires: July 7, 2029

Nicola Madsen
Notary Public



CONSENT TO DISTRICT DEVELOPMENT, FINANCING PARTICIPATION, WAIVER AND INTERGOVERNMENTAL AGREEMENT (ROCKING K SOUTH COMMUNITY FACILITIES DISTRICT)

Fidelity National Title Agency, Inc., an Arizona corporation, in its capacity as trustee under Trust No. 60380 and not in its corporate capacity (the "Trust"), hereby signs this First Amendment solely to consent to its recordation on the real property in the District.

FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as trustee of Trust No. 60380 and not in its corporate capacity

By: Rachel Turnipseed
Rachel Turnipseed, Trust Officer

STATE OF ARIZONA)
)ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 1 day of May, 2025, by Rachel Turnipseed, Trust Officer of Fidelity National Title Agency, Inc., an Arizona corporation.

My commission expires:
May 18, 2027

Notary Public

ELSA P. SHANAHAN
Notary Public - Arizona
Pima County
Commission # 648310
My Comm. Exp. May 18, 2027