



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

Award  Contract  Grant

Requested Board Meeting Date: June 19, 2018

\* = Mandatory, information must be provided

or Procurement Director Award

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

Town of Sahuarita, a Municipal Corporation.

**\*Project Title/Description:**

Intergovernmental Agreement Between Pima County and Town of Sahuarita for Approval of the Transfer of the Anza Trail Revised Trail Alignment Through Quail Crossing Boulevard Extension. Acq-0197. Supervisor District 4.

**\*Purpose:**

ARS §11-251.19(A) expressly provides that a County "may acquire land that is located within a city or town only if the acquisition of the land is part of an Intergovernmental Agreement ["IGA"] entered into by the County and the governing body of the city or town pursuant to section 11-952." County wishes to accept a donation of a 50-foot strip of land aggregating approximately 4.26 acres (the "Donation Property") and running generally north-south along the west bank of the Santa Cruz River and located within the Town of Sahuarita ("Town"). The donor is Landmark Title Assurance Agency of Arizona, LLC, as Trustee under its Trust No. 7916-T, acting under instructions from its Trust Beneficiary, Robson Ranch Quail Creek, LLC ("Robson"). County intends to mark and use the Donation Parcel as an integral part of the Juan Bautista De Anza National Historic Trail ("Anza Trail"). In order for County to accept the subject donation in compliance with ARS §11-215.19(A), it must enter into an IGA with Town. Town approved the subject IGA on May 29, 2018, and the referenced donation, which comes before the Board for approval and execution contemporaneously herewith, is contingent upon the Board's approval and execution of the subject IGA with Town.

**\*Procurement Method:**

Exempt pursuant to County Code 11.04.020.

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

To increase outdoor recreational opportunity for County residents in the area of Sahuarita and Green Valley.

**\*Public Benefit:**

County will obtain valuable linkage for the Anza Trail at no cost to the County taxpayer.

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

County will manage the Donated Property as part of the Anza Trail.

**\*Retroactive:**

No.

JUN 19 10 10 AM '18  
KCF RD  
MW

To: COB 6-8-18  
Ver. - 1  
Pgs. 12 (1)  
Revised 5/2018 Addendum

**Contract / Award Information**

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 18\*0185

Effective Date: 6/19/2018 Termination Date: 6/18/2019 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 22-73.*

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

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

Expense or  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

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

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

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: Michael D. Stofko

Department: Real Property

Telephone: 520-724-6667

Department Director Signature/Date:  6/15/2018

Deputy County Administrator Signature/Date:  6/16/18

County Administrator Signature/Date:  6/16/18

*(Required for Board Agenda/Addendum Items)*



# MEMORANDUM

## REAL PROPERTY SERVICES

201 N. Stone Avenue, Sixth Floor, Tucson, Arizona 85701-1215

(520) 740-6667 FAX (520) 740-6763

**To:** Julie Castaneda  
Clerk, Board of Supervisors

**From:** Michael D. Stofko  
Special Projects

**Subject:**

**Date:** June 1, 2018

Intergovernmental Agreement with Town of Sahuarita (the "IGA")

And

Donation Agreement with Landmark Title Assurance Agency of Arizona, LLC, as Trustee under Trust No. 7916-T (the "Donation Agreement")

Julie—

By this Memo, I am advising you that the two matters referenced above, i.e., the IGA and the Donation Agreement, are related matters in that the Donation Agreement may proceed to the BOS for consideration *only if* the IGA is approved by the BOS. For that reason, you may want to place them on the agenda in sequence.

If you have any questions, please feel free to call me. Thanks very much, Julie.

  
Michael D. Stofko, Special Projects  
cc: Neil J. Konigsberg  
Roger Anyon

JUN 01 10:10 AM '18 PCC/KCF/ED  
*Julie*

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
PIMA COUNTY  
AND  
TOWN OF SAHUARITA  
FOR  
APPROVAL OF THE TRANSFER OF THE ANZA TRAIL  
REVISED TRAIL ALIGNMENT THROUGH THE  
QUAIL CROSSING BOULEVARD EXTENSION**

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, a municipal corporation (“Town”) pursuant to A.R.S. § 11-952.

**Recitals**

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.

County and Town desire to enter into an agreement regarding the Town’s approval of the County’s acquisition of real property within the Town for construction of a portion of the Anza Trail.

NOW, THEREFORE, County and Town, pursuant to the above, mutually agree as follows:

**Agreement**

**I. Purpose**

This IGA is to set forth an agreement between the County and Town for the County’s acquisition of real property located in the Town.

**II. Scope**

The Anza Trail will cross through a portion of the Town of Sahuarita, as shown in **Exhibit A** attached hereto and incorporated herein. The County and Town agree as follows:

- a. The County agrees to acquire real property, excluding the Town’s right-of-way, shown as the “Quail Creek Connection” on **Exhibit A**, from Lawyers Title of Arizona, Inc., an Arizona corporation, as Trustee under Trust No. 7916-T, acting upon instruction from its trust beneficiary, Robson Ranch Quail Creek, LLC, a Delaware limited liability company for the purpose of constructing and maintaining a portion of the Anza Trail as further shown on the attached **Exhibit A**.
- b. The Town agrees to the County’s acquisition of said real property for the above-described purpose.

- c. The Town agrees that the Anza Trail will cross the Quail Creek Connection.

### **III. Effective Date and Term**

This IGA will be effective on the date it is fully executed by all parties and will terminate on the first anniversary of the effective date unless the Agreement is extended by the parties in writing prior to the first anniversary date.

### **IV. Legal Jurisdiction**

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the County or Town.

### **V. No Joint Venture**

It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to create any partnership, joint venture or employer-employee relationship between County and Town. No Party shall be 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.

### **VI. No Third Party Beneficiaries**

This Agreement shall not create any right to any person or entity as a third party beneficiary.

### **VII. Compliance with Laws**

The Parties shall 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 shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court.

- a. Anti-Discrimination. The provisions of A.R.S. § 41-1463 and Executive Order Number 99-4, as modified by Executive Order Number 2009-9, which also amends Executive Order 75-5 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement.
- b. Americans with Disabilities Act. This Agreement is subject to 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.

## VIII. Force Majeure

A Party shall not be 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 shall mean, 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 Party itself), which, by exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid. A Party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

## IX. Waiver

Waiver by either Party of any breach of any term, covenant or condition herein contained shall not be deemed 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.

## X. Termination

- a. For Cause. Either Party may terminate this Agreement for material breach of the Agreement by the other Party. Prior to any termination under this paragraph, the Party allegedly in default shall be given written notice by the other Party of the nature of the alleged default. The Party said to be in default shall have forty-five days to cure the default. If the default is not cured within that time, the other Party may terminate this Agreement. Any such termination shall not relieve a Party from liabilities or costs already incurred under this Agreement.
- b. A.R.S. § 38-511. This Agreement may be terminated pursuant to A.R.S. § 38-511 in certain instances involving conflict of interest.
- c. Non-Appropriation. It is acknowledged that, notwithstanding any other provision contained herein, this Agreement may be terminated if for any reason the Pima County Board of Supervisors or the Town of Sahuarita Mayor and Council fails to appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the County and the Town shall have no further obligation to each other, other than for payment for services rendered prior to such termination.
- d. Ownership of Property upon Termination. Any termination of this Agreement shall not relieve a Party from liabilities or costs already incurred under this Agreement, nor affect any ownership of the Project constructed pursuant to this Agreement.

## **XI. Indemnification**

- a. Mutual Indemnity. To the fullest extent permitted by law, each Party to this Agreement shall indemnify, defend and hold the other Party, its governing boards or bodies, 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.
- b. Notice. Each Party shall notify the other Party 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 seek indemnification from the other Party pursuant to this paragraph. Each Party shall keep the other Party informed on a current basis of its defense of any claims, demands, suits, or judgments relating to this Agreement.
- c. Negligence of Indemnified Party. The obligations under this paragraph 15 shall not extend to the negligence of an indemnified Party, its agents or employees.
- d. Survival of Termination. This paragraph 15 shall survive the termination, cancellation or revocation, whether in whole or in part, of this Agreement.

## **XII. Insurance**

Each Party warrants that it maintains self-insurance or other insurance covering that Party's liability regarding the Project.

## **XIII. Severability**

In the event that any provision of the Agreement or the application thereof is held invalid, such invalidity shall 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.

## **XIV. Notification**

All notices or demands upon a Party to this Agreement shall be in writing, unless other forms are specifically authorized by this Agreement, and shall be delivered in person or sent by mail addressed as follows:

**Town of Sahuarita:** Town Manager  
375 W. Sahuarita Center Way  
Sahuarita, AZ 85629

**Copy to:** Town Attorney  
375 W. Sahuarita Center Way  
Sahuarita, AZ 85629

**Pima County:** Director, Pima County  
Natural Resources Parks & Recreation  
3500 W. River Road  
Tucson, AZ 85741

Notices shall be deemed delivered and received on the date of delivery, if delivered in person, or on the third business day after mailing, if delivered by any form of mail.

Any party may, by written notice to the other parties, designate another address or person for receipt of notices under this Agreement.

IN WITNESS WHEREOF, the Town has caused this Agreement to be executed by the Mayor, upon resolution of the Mayor and Council and attested to by the Town Clerk; and the County has caused this Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

**PIMA COUNTY:**

\_\_\_\_\_  
Richard Elias, Chairman, Date  
Pima County Board of Supervisors

ATTEST:

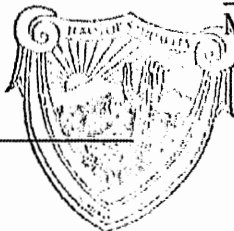
\_\_\_\_\_  
Julie Castaneda  
Pima County Clerk of the Board

**TOWN OF SAHUARITA:**

*Tom Murphy* 5-29-18  
\_\_\_\_\_  
Mayor Tom Murphy Date

ATTEST:

*Lisa Cole*  
\_\_\_\_\_  
Lisa Cole, MMC  
Sahuarita Town Clerk





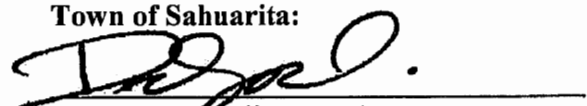
**Intergovernmental Agreement Determination**

The foregoing Intergovernmental Agreement between Pima County and the Town of Sahuarita, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

**Pima County:**

  
\_\_\_\_\_  
Kell Olson, Deputy County Attorney

**Town of Sahuarita:**

  
\_\_\_\_\_  
Daniel J. Hochuli, Town Attorney

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that portion of Parcel 6 as described in Docket 13731 at Page 2233 recorded in the Office of the County Recorder, Pima County, Arizona being within Section 1, Township 18 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as being a 50 foot strip of land 25 feet on each side of the following described centerline:

**COMMENCING** at the Northwest corner of said Section 1, a 1 ½" lead capped pipe, to which the North One Quarter corner of said Section 1, a ½" rebar tagged "RLS19316", bears South 89°00'57" East a distance of 2643.08 feet;

**THENCE** along the North line of said Section 1, South 89°00'57" East a distance of 925.36 feet to the **POINT OF BEGINNING** of said centerline;

**THENCE** South 38°54'58" West a distance of 56.76 feet;

**THENCE** South 55°19'52" West a distance of 83.35 feet to the beginning of a tangent curve, concave to the east, having a radius of 40.00 feet and a central angle of 85°28'15";

**THENCE** along the arc of said curve to the left a distance of 59.67 feet to the beginning of a compound curve, concave to the west, having a radius of 345.00 feet and a central angle of 37°15'59";

**THENCE** along the arc of said curve to the right a distance of 224.39 feet to a point of tangency;

**THENCE** South 07°07'35" West a distance of 77.60 feet to the beginning of a tangent curve, concave to the east, having a radius of 150.00 feet and a central angle of 25°03'27";

**THENCE** along the arc of said curve to the left a distance of 65.60 feet to a point of tangency;

**THENCE** South 17°55'51" East a distance of 161.16 feet to the beginning of a tangent curve, concave to the west, having a radius of 215.00 feet and a central angle of 50°49'01";

**THENCE** along the arc of said curve to the right a distance of 190.69 feet to a point of tangency;

**THENCE** South 32°53'10" West a distance of 130.97 feet to a point on the north right of way line of Quail Creek Connection Road;

**THENCE** South 60°57'14" West a distance of 159.58 feet to a point on the south right of way line of Quail Creek Connection Road, and the beginning of a tangent curve, concave to the east, having a radius of 50.00 feet and a central angle of 89°22'53";

**THENCE** along the arc of said curve to the left a distance of 78.00 feet to a point of tangency;

**THENCE** South 28°25'39" East a distance of 49.23 feet;

**THENCE** South 22°46'44" West a distance of 64.68 feet;

**THENCE** South 34°50'02" West a distance of 115.13 feet to the beginning of a tangent curve, concave to the east, having a radius of 40.00 feet and a central angle of 59°10'21";

**THENCE** along the arc of said curve to the left a distance of 41.31 feet to a point of tangency;

**THENCE** South 24°20'19" East a distance of 77.58 feet;

**THENCE** South 03°51'41" East a distance of 274.44 feet;

**THENCE** South 18°12'09" East a distance of 108.48 feet;

**THENCE** South 01°40'36" East a distance of 156.10 feet;

**THENCE** South 16°17'55" West a distance of 223.17 feet;

**THENCE** South 11°10'22" West a distance of 243.65 feet;

**THENCE** South 04°01'48" West a distance of 382.38 feet;

**THENCE** South 06°23'52" East a distance of 206.67 feet to the beginning of a tangent curve, concave to the west, having a radius of 487.00 feet and a central angle of 18°20'02";

**THENCE** along the arc of said curve to the right a distance of 155.83 feet to a point of tangency;

**THENCE** South 03°48'30" West a distance of 235.54 feet;

**THENCE** South 58°00'01" West a distance of 79.27 feet to the beginning of a tangent curve, concave to the southeast, having a radius of 60.00 feet and a central angle of 46°52'26";

**THENCE** along the arc of said curve to the left a distance of 49.09 feet to the beginning of a compound curve, concave to the northwest, having a radius of 125.00 feet and a central angle of 41°50'52";

**THENCE** along the arc of said curve to the right a distance of 91.30 feet to a point of tangency;

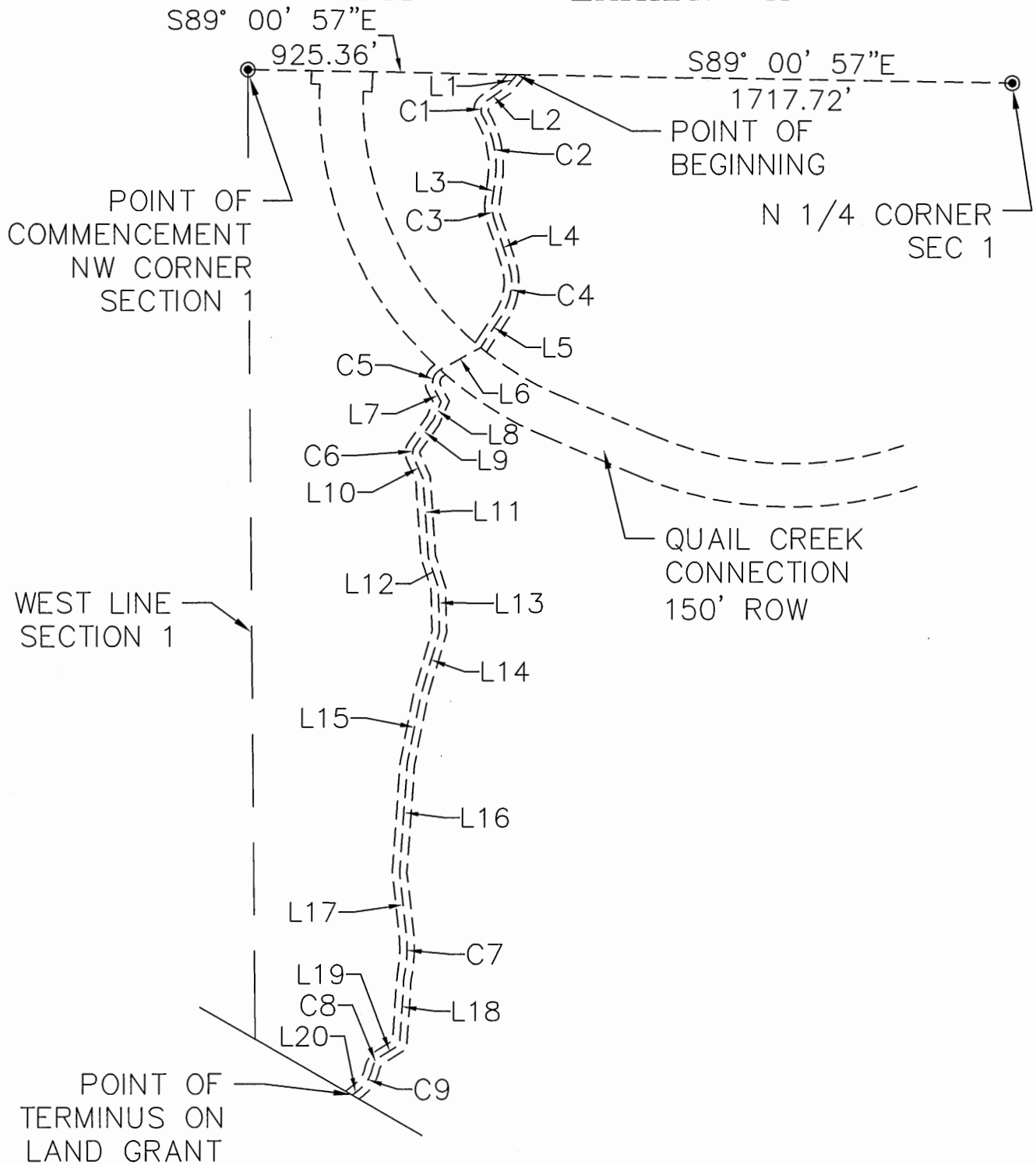
**THENCE** South 52°58'26" West a distance of 29.58 feet to a point on the North line of the the San Ignacio De La Canoa Land Grant and the **POINT OF TERMINUS** of said centerline.

Excluding therefrom, any portion lying within the Quail Creek Connection Road right of way.

The sidelines of said strip to be lengthened or shortened to intersect on the north with the North line of said Section 1, and on the south with the North line of said San Ignacio De La Canoa Land Grant and the north and south right of way lines of Quail Creek Connection Road.



# DEPICTION OF EXHIBIT "A"



## PIMA COUNTY SURVEY

A PORTION OF SECTION 1,  
 TOWNSHIP 18 SOUTH, RANGE 13 EAST,  
 GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 500'

Date: 16 MARCH 2018

Drawn By: AJI

Sheet 4 of 6

# DEPICTION OF EXHIBIT "A"

Curve Table			
Curve #	Length	Radius	Delta
C1	59.67	40.00	85°28'15"
C2	224.39	345.00	37°15'59"
C3	65.60	150.00	25°03'27"
C4	190.69	215.00	50°49'01"
C5	78.00	50.00	89°22'53"
C6	41.31	40.00	59°10'21"
C7	155.83	487.00	18°20'02"
C8	49.09	60.00	46°52'26"
C9	91.30	125.00	41°50'52"

N



## PIMA COUNTY SURVEY

A PORTION OF SECTION 1,  
TOWNSHIP 18 SOUTH, RANGE 13 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 500'

Date: 16 MARCH 2018

Drawn By: AJI

Sheet 5 of 6

# DEPICTION OF EXHIBIT "A"

Line Table		
Line #	Length	Direction
L1	56.76'	S38° 54' 58"W
L2	83.35'	S55° 19' 52"W
L3	77.60'	S7° 07' 35"W
L4	161.16'	S17° 55' 51"E
L5	130.97'	S32° 53' 10"W
L6	159.58'	S60° 57' 14"W
L7	49.23'	S28° 25' 39"E
L8	64.68'	S22° 46' 44"W
L9	115.13'	S34° 50' 02"W
L10	77.58'	S24° 20' 19"E

Line Table		
Line #	Length	Direction
L11	274.44'	S3° 51' 41"E
L12	108.48'	S18° 12' 09"E
L13	156.10'	S1° 40' 36"E
L14	223.17'	S16° 17' 55"W
L15	243.65'	S11° 10' 22"W
L16	382.38'	S4° 01' 48"W
L17	206.67'	S6° 23' 52"E
L18	235.54'	S3° 48' 30"W
L19	79.27'	S58° 00' 01"W
L20	29.58'	S52° 58' 26"W

N



## PIMA COUNTY SURVEY

A PORTION OF SECTION 1,  
TOWNSHIP 18 SOUTH, RANGE 13 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 500'

Date: 16 March 2018

Drawn By: AJI

Sheet 6 of 6