



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 3/15/2022

* = Mandatory, information must be provided

or Procurement Director Award: ☐

*Contractor/Vendor Name/Grantor (DBA):

Green Valley Recreation, Inc., an Arizona corporation

*Project Title/Description:

Green Valley Recreation, Inc. ROW License (Lic-0335)

*Purpose:

This 25 year Right of Way License is to allow Green Valley Recreation, Inc. (GVR) to place a monument sign in the right-of-way. GVR would be allowed to use the right-of-way for a monument sign for their existing pickleball courts. Pima County Department of Transportation has approved the placement of said monument sign.

*Procurement Method:

Exempt per section 11.04.020

*Program Goals/Predicted Outcomes:

To allow GVR to maintain a monument sign at entryway of a pickleball court located along Camino de la Canoa in Pima County right-of-way.

*Public Benefit:

Public to benefit from maintained monument sign for an entryway at a pickleball court at Green Valley Recreation.

*Metrics Available to Measure Performance:

Licensee to be charged an annual fee of \$175.00 for 25 years.

*Retroactive:

No.

TO: COB 3-1-2022 (2)
Vers: 1
pgs: 13

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): 22*0117

Commencement Date: 3/15/2022

Termination Date: 3/14/2047

Prior Contract Number (Synergen/CMS): _____

☐ Expense Amount \$ _____ *

☒ Revenue Amount: \$ 4,375.00

*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

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): _____

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: 2/19/2022

Deputy County Administrator Signature: _____

Date: 2/28/2022

County Administrator Signature: _____

Date: 2/28/2022

For Recorder's Use Only

ADV Contract Number: CTN-RPS-22*0117

**PIMA COUNTY
LICENSE
FOR RIGHT-OF-WAY ENCROACHMENT
LIC-0335**

THIS AGREEMENT is made between Pima County, a political subdivision of the State of Arizona, ("County"), and Green Valley Recreation, Inc., an Arizona corporation, ("Licensee"). The parties agree as follows:

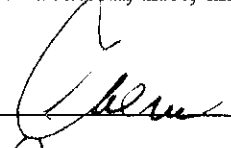
1. Grant of Permission. In consideration of Licensee's annual payment of any applicable License fee and the promises contained herein, County hereby gives permission, revocable and terminable as provided herein, to Licensee to encroach on that portion of County's right-of-way described as Camino de la Canoa at 2612 S. Camino de la Canoa for the purpose of a Monument Sign. (the "Encroachment"). The right-of-way and the Encroachment are depicted on the attached **Exhibit "A"**.
2. Hold Harmless. All costs associated with the Encroachment shall be the sole responsibility expense of Licensee. Licensee assumes responsibility and liability for any injury or damage to the above described right-of-way or to any person while using the above described right-of-way caused by or arising out of the exercise of this License. To the fullest extent allowed by law, Licensee indemnifies, defends, and holds harmless County, its officers, departments, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature arising out of this License, which are attributed, in whole or in part to Licensee's

use of the rights of way, or to any act or omission of the Licensee, its agents, employees, or anyone acting under its direction, control or on its behalf, whether intentional or negligent in connection with or incident to this License. Licensee's responsibilities shall not extend to the negligence of County, its officers, departments, employees and agents. This indemnity shall survive the termination of the License.

3. Insurance. Prior to construction, Licensee shall obtain a \$2,000,000 commercial general liability insurance policy naming County as Additional Insured to cover the Encroachment within the County's right-of-way. County reserves the right to require additional insurance at County's sole discretion. The policy shall be maintained throughout the term of this License by the Licensee. This License shall terminate if insurance lapses. A certificate of insurance shall be supplied to County on an annual basis with the stipulation that the insurance company shall notify County in writing of any intent to cancel the liability insurance. This notification shall be required no less than thirty days prior to cancellation, and Licensee shall remove the Encroachment at its expense within thirty days of notification.
4. Annual Fee. Pursuant to Pima County Board of Supervisors Policy Number F54.3, Licensee shall pay an annual fee to County in the amount of \$175.00, due upon execution of this License and on each anniversary of the date that the Pima County Board of Supervisors executes this License.
5. Permits. This License is not a right of way use permit. Following the granting of this License by County, Licensee shall obtain all applicable permits, which may include a Right-of-Way Use Permit, a County Use Permit, Building Permit or Floodplain Use Permit. Licensee shall construct the proposed Encroachment in accordance with the plans submitted to County with the application for the License.
6. Compliance With Highway Safety. Construction of the Encroachment shall not interfere with the safety of the traveling public or the authorized public use of right-of-way, and may not otherwise interfere with the general health, safety and welfare of the citizens of Pima County. Once constructed, the Encroachment shall be maintained by Licensee so as not to interfere with safe sight distance or safe travel along the right-of-way.
7. Term. This License shall run for a period of 25 (twenty five) years from the date this License is executed by Pima County Board of Supervisors. Notwithstanding any other condition, this License may be terminated by either party or revoked by County upon ninety days' written notice to the other. County may terminate or revoke by recording a termination or revocation statement executed by the Manager of the Real Property Services of the Public Works Administration. When this License lapses, terminates or is revoked, Licensee shall remove the Encroachment from the right-of-way at no expense to County and to the satisfaction of County within 90 days. Licensee shall restore the right-of-way to the pre-License condition or as may be mutually agreed upon. The indemnifications set forth in Paragraph 2 above shall survive the termination or revocation of this License.

8. Underground Facilities. If Encroachment includes any underground facilities, Licensee or its successors or assignees is required per A.R.S. § 40-360.32 (E) and (C) to maintain a Limited Basis Participation membership with Arizona Blue Stake, Inc. and file contact information with the corporation commission throughout the term of this License. Proof of membership shall be supplied to County on an annual basis with the stipulation that the Licensee shall notify County in writing of any intent to cancel the membership. This notification shall be required no less than thirty days prior to cancellation.
9. Licensee Has No Interest or Estate. Licensee agrees that it has no claim, interest, or estate at any time in the right-of-way by virtue of this License or its use hereunder. Upon termination or revocation of this License, Licensee shall have no right of entry upon the right-of-way.
10. License Runs With the Land. The provisions, conditions, restrictions and covenants of this License are both personal and shall run with the land described on the attached Exhibit "B" and shall be binding on all persons owning or occupying any portion of the land. Conveyance of the land will not relieve the prior owner of any obligations that accrued prior to conveyance.
11. Removal of Encroachment. Upon termination or revocation of this License for any reason or in the event partial or total removal of the Encroachment is required by County, Licensee shall promptly remove all or part of the Encroachment as required by County at Licensee's sole expense and to the satisfaction of County. Licensee shall not seek compensation or financial reimbursement for any and all costs associated with the removal or relocation of the Encroachment from County. In the event the Encroachment is not promptly removed by Licensee as directed by County, County shall have the right to remove the Encroachment and Licensee hereby agrees to reimburse the total amount of County's costs incurred for the partial or complete removal of the Encroachment within sixty (60) days of receipt of an invoice from County for said costs. In the event Licensee fails to reimburse County for the costs of removal within the 60-day period, County shall immediately file a lien upon the property described in Exhibit "A" herein, which shall be a continuing lien, and Licensee hereby consents to the placement of such a lien on said property. Said lien may be enforced by foreclosure in like manner as a mortgage on real property. County shall be entitled to County's reasonable attorney's fees and interest at the rate established by A.R.S. § 44-1201(A), occurring from the date the costs are incurred.
12. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511 which provides for cancellation of contracts by Pima County for certain conflicts of interest.

Green Valley Recreation, Inc., an Arizona corporation:

By: 

Title: CEO

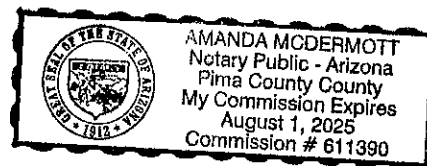
State of Arizona)
)
County of Pima) ss

This instrument was acknowledged before me this 1 day of February, 2022, by Scott Somers, as CEO of Green Valley Recreation.


Notary Public

My Commission Expires:

8/1/2025



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

Chair, Board of Supervisors

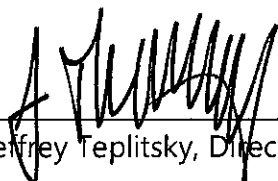
Date

ATTEST:

Melissa Manriquez, Clerk of Board

Date

APPROVED AS TO CONTENT:




Jeffrey Teplitsky, Director, Real Property Services

 2/28/2022

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

 February 28, 2022

Kathryn Ore, Deputy County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION
RIGHT-OF-WAY ENCROACHMENT

A PORTION OF THE CAMINO DE LA CANOA RIGHT-OF-WAY, AS SHOWN IN SEQUENCE NUMBER 2011-3460046, PIMA COUNTY RECORDER'S OFFICE, (P.C.R.), SITUATE IN THE NORTH HALF OF THE SAN IGNACIO DE LA CANOA LAND GRANT, THEORETICAL SECTION 26, TOWNSHIP 18 SOUTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST PROPERTY CORNER OF PARCEL 2, AS DESCRIBED IN DOCKET 11525, PAGE 2829, (P.C.R.), MARKED BY A 1/2" REBAR TAGGED RLS 27739, FROM WHICH THE SOUTHWEST PROPERTY CORNER OF SAID PARCEL, MARKED BY A 1/2" REBAR TAGGED RLS 27739, BEARS NORTH 77° 34' 38" WEST, A DISTANCE OF 488.23 FEET, ALSO BEING THE **BASIS OF BEARING**;

THENCE ALONG THE EAST PROPERTY LINE OF SAID PARCEL, BEING THE WEST RIGHT-OF-WAY LINE OF CAMINO DE LA CANOA, NORTH 13°30'28" EAST, A DISTANCE OF 57.60 FEET;

THENCE DEPARTING SAID LINE, SOUTH 77°06'48" EAST, A DISTANCE OF 44.17 FEET, TO THE **POINT OF BEGINNING (P.O.B.)**;

THENCE NORTH 12°25'22" EAST, A DISTANCE OF 11.33 FEET;

THENCE SOUTH 77°34'38" EAST, A DISTANCE OF 18.00 FEET;

THENCE SOUTH 12°25'22" WEST, A DISTANCE OF 11.33 FEET;

THENCE NORTH 77°34'38" WEST, A DISTANCE OF 18.00 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 204 SQUARE FEET, MORE OR LESS.



Title: DESCRIPTION

Project #: 2021114

Date: 01/31/2022

Scale: N/A

Page: 1 OF 4

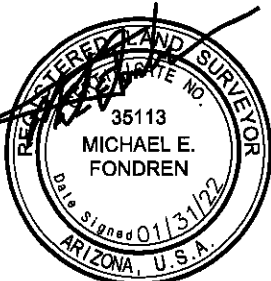
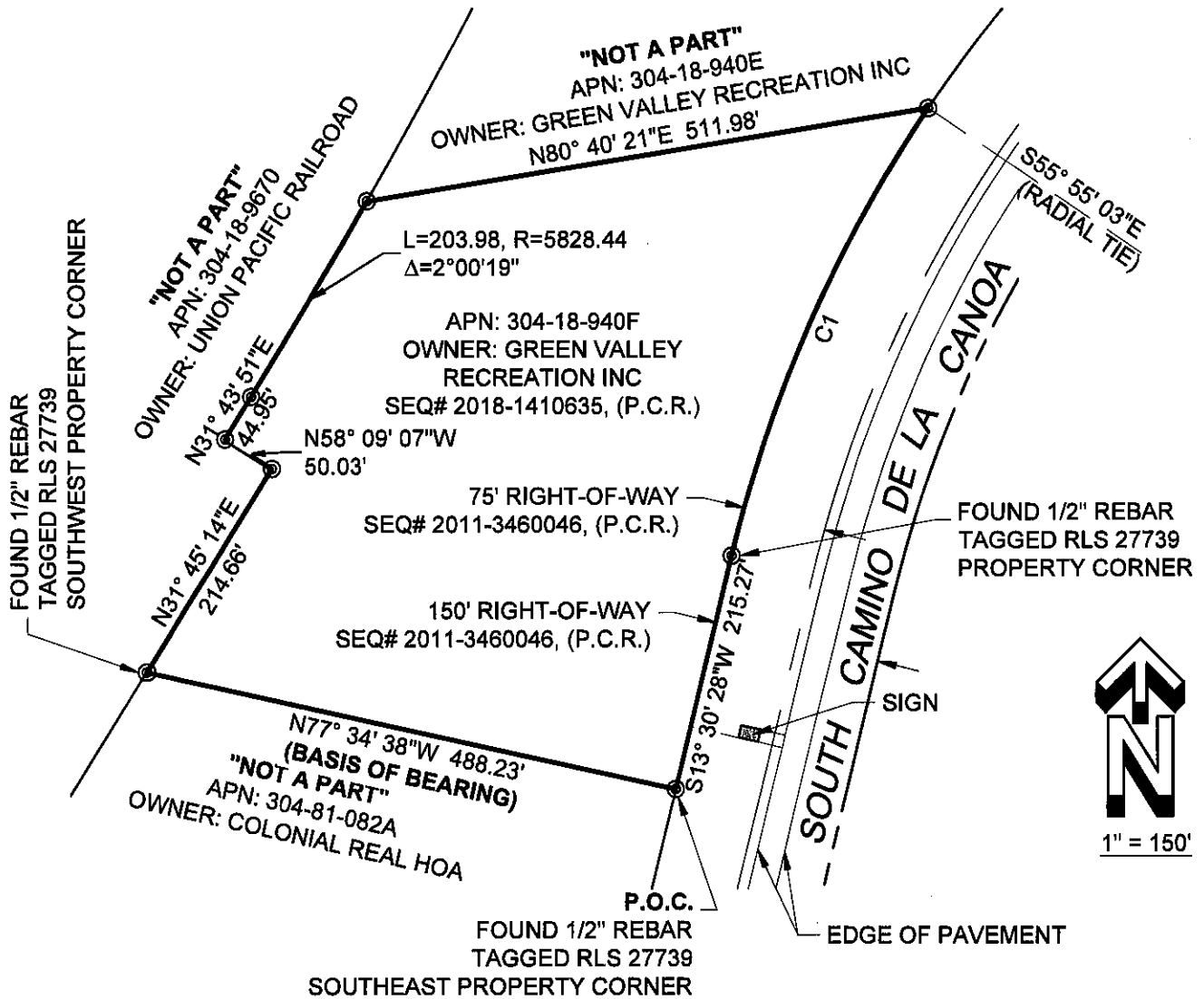


DEPICTION OF EXHIBIT "A"

RIGHT-OF-WAY ENCROACHMENT

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD LENGTH
C1	440.62	1225.00	20°36'31"	S23° 46' 41"W	438.25



Title: EXHIBIT

Project #: 2021114

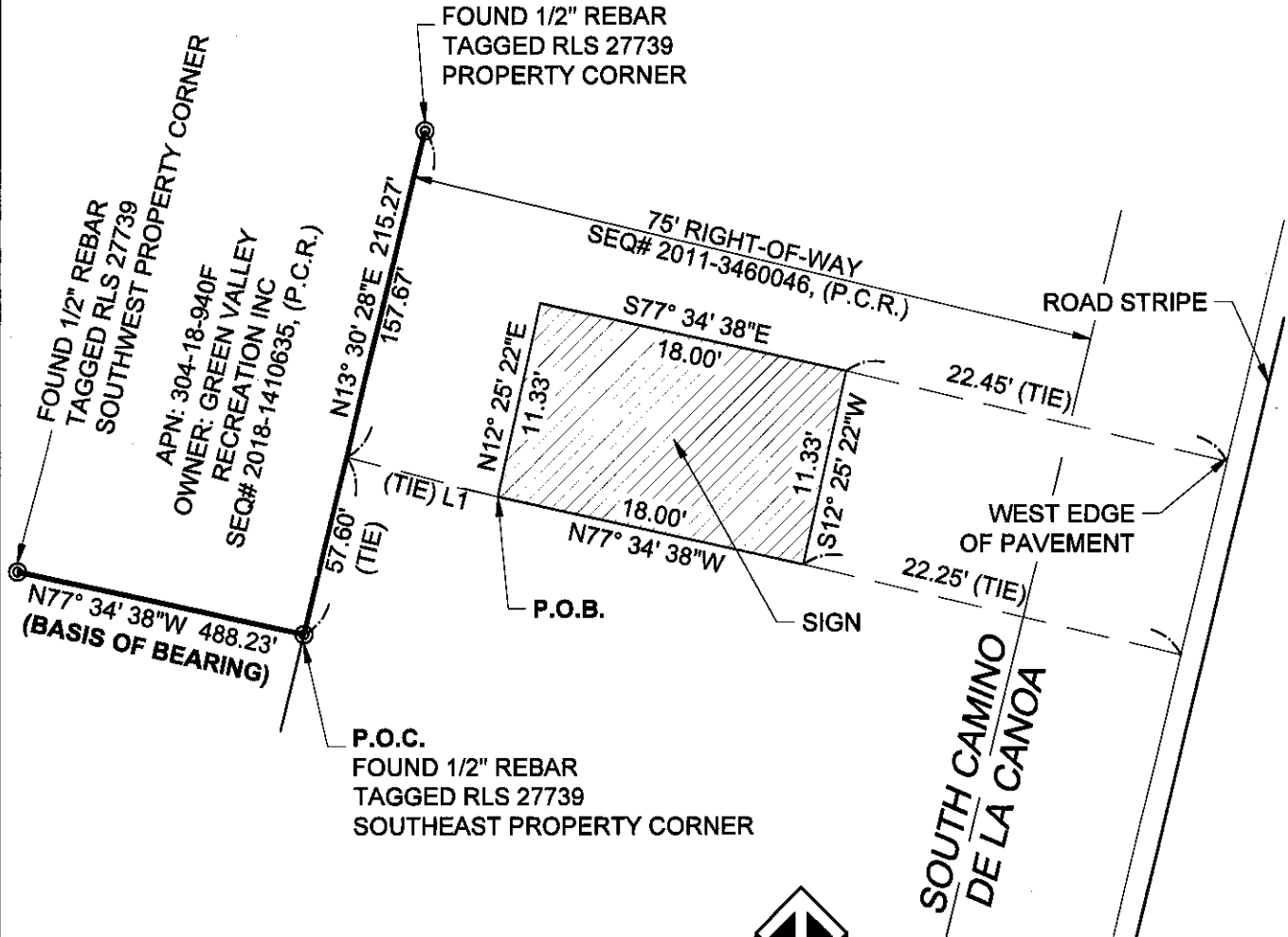
Date: 01/31/2022

Scale: 1" = 150'

Page: 2 OF 4



DEPICTION OF EXHIBIT "A" **RIGHT-OF-WAY ENCROACHMENT**



LINE TABLE		
LINE	LENGTH	BEARING
L1	44.17	S77° 06' 48"E



Title: EXHIBIT

Project #: 2021114

Date: 01/31/2022

Scale: N.T.S.

Page: 3 OF 4



DEPICTION OF EXHIBIT "A"
RIGHT-OF-WAY ENCROACHMENT

CLOSURE

N12°25'22" E 11.33

S77°34'38" E 18.00

S12°25'22" W 11.33

N77°34'38" W 18.00

AREA = 204 0.005 AC

CLOSING COURSE: 00°00'00" 0.000

PRECISION: 1/INFINITY

NORTH ERROR: 0.000

EAST ERROR: 0.000



Title: CLOSURE REPORT

Project #: 2021114

Date: 01/31/2022

Scale: N/A

Page: 4 OF 4



EXHIBIT "B"

Parcel lying North & Adjacent to Colonia Real between RR and Camino de la Canoa
(total of 5.56 acres) per Assessor's record.