



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☒ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: November 15, 2022

** = Mandatory, information must be provided*

or Procurement Director Award: ☐

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

Arizona Aerospace Foundation

***Project Title/Description:**

Titan Missile Museum Acquisition

***Purpose:**

To approve the acceptance of a grant of donated funds, and authorize transfer of the grant funds received to the capital project for the acquisition of the Titan Missile Museum.

***Procurement Method:**

Not applicable.

***Program Goals/Predicted Outcomes:**

County will preserve a historic landmark as a permanent asset. County residents and out-of-county visitors will continue to access this significant educational and recreational resource in Pima County.

***Public Benefit:**

The County's investment in regional attractions enhances the economic welfare of Pima County citizens through tourism industry growth and enriches quality of life.

***Metrics Available to Measure Performance:**

Number of museum visits; number of out-of-county visitors; number of school tours; number of school-aged visitors

***Retroactive:**

No.

6ME approves
10/31/22
(Ker)

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: _____ 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: GTAW Department Code: ED Grant Number (i.e., 15-123): 23-061
Commencement Date: 11/15/2022 Termination Date: 11/17/2022 Amendment Number: _____
☐ Match Amount: \$ 0 ☐ Revenue Amount: \$ 655,000.00

*All Funding Source(s) required: Arizona Aerospace Foundation (private funds)

*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)?
No Federal funds.

Contact: Diane Frisch

Department: Attractions and Tourism

Telephone: 724-7353

Department Director Signature: _____

Date: 10/26/22

Deputy County Administrator Signature: _____

Date: 10/31/2022

County Administrator Signature: _____

Date: 10/31/2022

Personal Property Donation Agreement

This Agreement is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County"), and Arizona Aerospace Foundation ("Donor"), a non-profit corporation registered to do business in the State of Arizona.

Background and Purpose

- A. Donor wishes to donate or cause to be donated private funds to County for purchase of the Titan Missile Museum which is more particularly described in Exhibit A ("the Property").
- B. Donor and County (collectively "the Parties") wish the Property to be owned by the County for continued use as a museum for the residents of Pima County as well as worldwide tourists.
- C. The County is willing to accept the donation under the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties do mutually agree as follows:

Agreement

1. Donor agrees to donate \$655,000 to County by submitting payment to County on or before November 17, 2022, for the sole purpose of County's purchase of the Property ("the Donation"), which is the amount expected to be required for the complete acquisition of the Property per the appraisal of the current Property owner. County is not obligated to acquire the Property unless and until Donor has donated or caused to be donated the entire Donation amount into a restricted account (the "Donation account") with County dedicated for the purchase of the Property.
 - a. If the cost of acquisition of the Property exceeds the available funding provided by the Donation, County will so notify Donor. If Donor declines to increase the Donation to cover additional associated costs and County is unable to acquire the Property, Donor may request that the funds in the Donation account be returned to Donor and this Agreement will terminate.
 - b. In the event that the Donation account has excess funds remaining after all costs associated with the acquisition of the Property are covered, Donor and County will meet and confer upon utilizing the excess funds in the Donation account. If the Parties are unable to agree on additional uses, then any excess funds remaining will, at the request of the Donor, be returned to the Donor.
2. Nothing in this Agreement obligates the expenditure of any County funds for the purchase of the Property other than those funds which the Donor contributes to the Donation account.

Once Donor has made the Donation to County, County will use its best efforts to purchase the Property. Donor and County agree that the Property, upon purchase, becomes the sole property of County for all purposes and that Donor has no title or interest in the Property.

3. Once purchased, County will use its best efforts to lease the museum to Donor under a new operating agreement.
4. Donor agrees to defend, indemnify, and hold harmless County, its officers, employees, agents, or other representatives from any and all claims for damages or otherwise arising under this Agreement and from any negligent acts of Donor. This provision survives the termination of this Agreement.
5. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be withheld in the sole and absolute discretion of the non-assigning Party.
6. This Agreement constitutes the entire agreement of the Parties with regard to the matters addressed, and supersedes all prior oral and written agreements, if any, of the Parties. This Agreement may not be modified or amended except by written agreement executed by all the Parties.
7. This Agreement will be governed by and construed in accordance with the laws of the State of Arizona without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. Any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard in Pima County, Arizona, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient.
8. Donor warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County is not liable to Donor or any third party by reason of such determination or by reason of this Agreement.
9. This Agreement is subject to cancellation for conflict of interest under A.R.S. § 38-511, the pertinent provisions of which are incorporated by reference.
10. If any provision of this Agreement, 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 Agreement that can be given effect without the invalid provision or application.

DONOR:

DATED this 23 day of October, 2022.

By: 

PIMA COUNTY:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

Date

APPROVED AS TO CONTENT:

Diane Frisch

Department Head

APPROVED AS TO FORM:

Bobby Yu

Bobby Yu, Deputy County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

Real property in the City of Sahuarita, County of Pima, State of Arizona, described as follows:

Tract Number S-8-100

All that tract or parcel of land, lying and being that portion of the Southeast one-quarter of Section 34, Township 17 South, Range 13 East, Gila and Salt River Meridian, in the County of Pima, State of Arizona, described as follows, basis of bearings being Transverse Mercator Grid, Central Zone, Arizona:

Commencing at the Southeast corner of said section; thence North 33 55' 50" West 1910.16 feet to the POINT OF BEGINNING; thence south of 600.00 feet; thence East 60.00 feet; thence South 300.00 feet; thence West 250.00 feet; thence North 300.00 feet; thence West 410.00 feet; thence North 600.00 feet; thence East 600.00 feet to the POINT OF BEGINNING.

Containing 9.99 acres, more or less.

Together with all improvements thereon and appurtenances thereunto belonging, including the rights and obligations under a perpetual and assignable easement and right of way to operate, maintain, and repair an access road and overhead and/or underground utility lines in, upon, over and across Tract Number S-8-100-E-1, as more fully described below on this exhibit, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right of way; reserving, however, to the landowners, their heirs, executors, administrators, successors and assigns, the right to cross over said tract, including the movement of machinery, equipment and livestock, to their adjoining land; the above estate is taken subject, however to existing easements for public roads and highways, public utilities, railroads and pipelines.

Tract Number S-8-100-E-1

That portion of the Southeast one-quarter of Section 34, Township 17 South, Range 13 East, Gila and Salt River Meridian, in the County of Pima, State of Arizona within a strip of land, 150.00 feet wide, lying 75.00 feet on each side of the following described center line, basis of bearings being Transverse Mercator Grid, Central Zone, Arizona:

Commencing at the Southeast corner of said section, thence North 33 55' 50" West 1910.16 feet; thence South 600.00 feet; thence West 240.00 feet to the TRUE POINT OF BEGINNING; thence South 409.85 feet to the beginning of a tangent curve concave Northeasterly and having a radius of 200.00 feet; thence Southeasterly along said curve through a central angle of 75 30' 0", a distance of 263.54 feet thence South 75 30' 00"

East 636.98 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 225.00 feet; thence Southeasterly along said curve through a central angle of 63° 33' 56'', a distance of 249.62 feet; thence South 11° 56' 04'' East 18.56 feet to the POINT OF ENDING in the center line of the 150.00 foot wide right of way of a County Road, known as Duval Mine Road, said point being in a curve in the center line of said Duval Mine Road, concave Southeasterly and having a central angle of 38° 44' 36'', a radius of 1909.86 feet and an arc length of 1291.44 feet, a radial line of said curve to said point bears North 11° 56' 04'' West.

EXCEPTING from said strip of land that portion lying within said County Road right of way.

ALSO EXCEPTING from said strip of land East 25 feet of the most Northerly 300 feet thereof.

Containing 5.00 acres, more or less, all of which is within Tract Number S-8-100-E-11.

END EXHIBIT "A"