



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 9/17/2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Sahuarita Unified School District No. 30 ("Sahuarita")

***Project Title/Description:**

Kay Stupy - Sopori Neighborhood Park

***Purpose:**

Pima County previously entered into an IGA with Sahuarita Unified School District No. 30 for conditional transfer of Sopori Park (aka Kay Stupy Park) and now County and Sahuarita wish to convey a portion of the Park property back to the County so it may be developed into a youth center, and to leave the remainder of the Park under Sahuarita's ownership under the existing terms of the Agreement.

***Procurement Method:**

This is a non-procurement contract and is exempt from procurement rules.

***Program Goals/Predicted Outcomes:**

Sahuarita will convey, by special warranty deed, a parcel of land located within Sopori Park, and all appurtenant easements, to County so that the County may lease the parcel to a non-profit to develop a youth center.

***Public Benefit:**

The youth center to be developed on the site will provide school programs for at-risk students, rural, farmworkers, international students, career and technology education, as well as adult employment training.

***Metrics Available to Measure Performance:**

The youth center will help to reduce dropout rates for students age 14-21, increase educational opportunities and practical job skills in the southern part of the County.

***Retroactive:**

No

To: COB 9-4-19 (1)

VERS.: 2

Pgs: 9

Revised 5/2018

Page 1 of 2

Procure Dept 09/04/19 PM1036

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Effective 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 22-73.

Amendment / Revised Award Information

Document Type: CT Department Code: PR Contract Number (i.e., 15-123): 19*391
Amendment No.: 2 AMS Version No.: 2
Effective Date: 08/19/2019 9/17/2019 R New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
☒ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ 00.00
Is there revenue included? ☐ Yes ☒ No If Yes \$ _____
***Funding Source(s) required:** No funding, conveyance only

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: Kevin Button
Department: Facilities Management Telephone: 520.724.8230
Department Director Signature/Date: [Signature] 8/27/19
Deputy County Administrator Signature/Date: [Signature] 8-29-19
County Administrator Signature/Date: [Signature] 8/29/19
(Required for Board Agenda/Addendum Items)

| | |
|---|--|
| Pima County Natural Resources, Parks and Recreation Project: Kay Stupy- Sopori Neighborhood Park Parties: Pima County & Sahuarita Unified School District No. 30 Contract Number: CT*PR*19*391 Contract Amendment No.: 2 | |
|---|--|

| | | | |
|---|--------------------------------|----|-----------|
| Original Contract Term: 10/03/2006- 10/03/2031 | Original Amount: | \$ | 0.00 |
| Termination Date This Amendment: 10/03/2031 | Prior Amendment Amount: | \$ | 25,000.00 |
| | This Amendment Amount: | \$ | 0.00 |
| | Revised Total Amount: | \$ | 25,000.00 |

CONTRACT AMENDMENT

1. Background and Purpose.

- 1.1. Pima County ("County") previously entered into an Intergovernmental Agreement with Sahuarita Unified School District No. 30 ("Sahuarita"), Contract Number CMS138553 ("Agreement"), for transfer of Sopori Park, also known as Kay Stupy Park rthe Park"), subject to certain conditions.
- 1.2. In 2006, in compliance with paragraph 2 the Agreement, the Park was conveyed to Sahuarita by special warranty deed, recorded at Docket 12919, Page 660, Sequence Number 20062080215, Office of the Pima County Recorder.
- 1.3. County and Sahuarita now wish to convey a portion of the Park property back to the County for potential development of a youth center, and to leave the remainder of the Park under Sahuarita's ownership under the existing terms of the Agreement.

2. New and Amended Terms.

- 2.1. **Conveyance.** Within thirty days after approval of this Amendment by the County and Sahuarita, Sahuarita will execute and cause to be recorded (and shall cause a copy thereof to be delivered to County) a special warranty deed conveying a certain portion of the Park property, described in **Exhibit C** to this Amendment ("Youth Center Parcel"), to County.
- 2.2. **Access and Parking.** Within thirty days after approval of this Amendment by the County and Sahuarita, Sahuarita will execute and cause to be recorded (and deliver a copy to the County) an easement agreement for access and parking, in a form reasonably acceptable to County, to benefit the Youth Center Parcel, in a location reasonably acceptable to County and estimated as "Access and Shared Parking" area on **Exhibit D**.
- 2.3. **Septic System.**
 231. Upon County's determination, solely in its discretion, that plans for and progress toward the youth center are sufficient to begin construction of a new septic system, the County will construct at its cost a new septic system east of the Sopori Park bathrooms with an adequately sized system to meet the needs of the current usage and the newly installed building. County will obtain approval from Sahuarita for the septic system design, size, and location, along with any necessary permits.

2.3.2. Within thirty days after approval of this Amendment by the County and Sahuarita, Sahuarita will execute and cause to be recorded (and deliver a copy to the County) an easement granting use of the new septic system, in a form reasonably acceptable to County, to benefit the Youth Center Parcel.

2.3.3. Once installed, the new septic system will be owned by Pima County. The new septic system will be maintained and repaired by Sahuarita as long as this Agreement is in place.

2.4. Water Line.

2.4.1. As part of the construction of a building on the Youth Center Parcel, Sahuarita will allow County or its lessee to construct a water line between the Youth Center Parcel and the well to the west of the Youth Center Parcel, and a separate water meter on that line. The estimated location of the water line is shown as "Estimated Water Connection to Well" on **Exhibit D**. County will obtain approval of Sahuarita for the design and location of the water line and meter.

2.4.2. Within thirty days after approval of this Amendment by the County and Sahuarita, Sahuarita will execute and cause to be recorded (and deliver a copy to the County) an easement granting use of the well for the benefit of the Youth Center Parcel. County or its lessee will pay annually for the proportion of water used by the Youth Center Parcel, plus a 5% charge for maintenance costs, upon invoice from Sahuarita. Sahuarita is responsible for any maintenance of and repair to the well system.

2.5. **Right of Entry.** Sahuarita grants to County, its representatives and authorized agents, permission to enter upon the Park for the purposes of constructing a septic system as described and approved in Section 2.3.1 of this Amendment and for constructing a water line and meter as described and approved in Section 2.4.1. County is responsible for repairing any damage to Sahuarita's property and restoring the property to its existing condition to the extent reasonable and practical.

2.6. **Trash.** Pima County or its lessee may use the trash dumpster located nearest to the Youth Center Parcel, on the Park property, for disposing of minimal trash generated on the Youth Center Parcel at no additional cost.

2.7. **Term.** Paragraph 3 of the Agreement will now read: This IGA shall be effective on October 3, 2006 and shall remain in effect for a period of twenty-five years. The restrictions contained in the Deed shall remain in perpetuity and run with the land.

2.8. The remaining terms of the Agreement, including Sahuarita's obligations as to operation of the Park in paragraph 4 of the Agreement, will continue to apply to the remainder of the Park belonging to Sahuarita, but will exclude the area described in **Exhibit C** to this Amendment once it has been transferred according to section 2.1 of this Amendment.

This Amendment will be effective when approved and signed by both parties. All other provisions of the Agreement not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY:

SAHUARITA SCHOOL DISTRICT NO. 30:

Chairman, Board of Supervisors

Sahuarita School Board President

Date

Date

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the School Board

ATTORNEY CERTIFICATION

The foregoing Amendment to the Agreement between the Pima County and Sahuarita School District No. 30 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 Agreement.

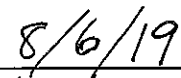
PIMA COUNTY:

SAHUARITA SCHOOL DISTRICT NO. 30:

 **KELL OLSON**

Deputy County Attorney

Attorney for the School District



Date

Date

PIMA COUNTY:

Chairman, Board of Supervisors

Date

ATTEST:

Clerk of the Board

SAHUARITA SCHOOL DISTRICT NO. 30:



Sahuarita School Board President

8/14/19

Date

ATTEST:



Clerk of the School Board

ATTORNEY CERTIFICATION

The foregoing Amendment to the Agreement between the Pima County and Sahuarita School District No. 30 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 Agreement.

PIMA COUNTY:

Deputy County Attorney

Date

SAHUARITA SCHOOL DISTRICT NO. 30:



Attorney for the School District

8/6/2019

Date

Exhibit C
(also known as Exhibit A)
Youth Center Parcel

June 11, 2019
Psomas #7PIM140210

**EXHIBIT A
LEGAL DESCRIPTION**

A portion of that parcel recorded in Docket 12919, Page 660, records of Pima County, Arizona, located in the southwest one-quarter of Section 36, Township 19 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the south one-quarter corner of said Section 36, monumented by a 2-1/2" brass cap on 1" steel pipe, marked "1917, U.S., General Land Office" from which the southwest corner of said Section, monumented by a 2-1/2" brass cap on 1" steel pipe, marked "U.S., General Land Office" bears S 89°29'02" W (basis of bearing for this legal description) a distance of 2641.03 feet;

THENCE upon the east line of said southwest one-quarter, N 00°23'37" W a distance of 1169.03 feet to a 1/2" rebar at the southeast corner of the first exception from Parcel 1 as recorded in said Docket 12919, Page 660 (said exception recited as "that property described in docket Book 4156 at page 968");

THENCE upon the south line of said first exception, S 89°36'23" W a distance of 664.98 feet to a 60d Nail at the southeast corner of Parcel 2 as recorded in said Docket 12919, Page 660;

THENCE N 82°33'05" W a distance of 3.60 feet to the **POINT OF BEGINNING**;

THENCE N 90°00'00" W a distance of 75.00 feet;

THENCE N 00°00'00" W a distance of 55.00 feet;

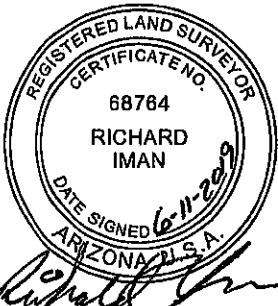
THENCE N 90°00'00" E a distance of 75.00 feet;

THENCE S 00°00'00" E a distance of 55.00 feet to the **POINT OF BEGINNING**,

Containing an area of 4125 square feet
(0.095 acres), more or less.

See Depiction of Exhibit A attached
hereto and made a part hereof.

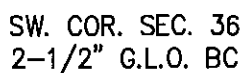
Prepared for and on behalf of Psomas


Richard Iman, AZ. R.L.S. 68764

SEC. 36, T19S, R12E



| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 89°36'23" W | 664.98' |
| L2 | N 82°33'05" W | 3.60' |
| L3 | N 90°00'00" W | 75.00' |
| L4 | N 00°00'00" W | 55.00' |
| L5 | N 90°00'00" E | 75.00' |
| L6 | S 00°00'00" E | 55.00' |



S 89°29'02" W 2641.03'
(BASIS OF BEARING)

-CTR. 1/4 COR.
SEC. 36

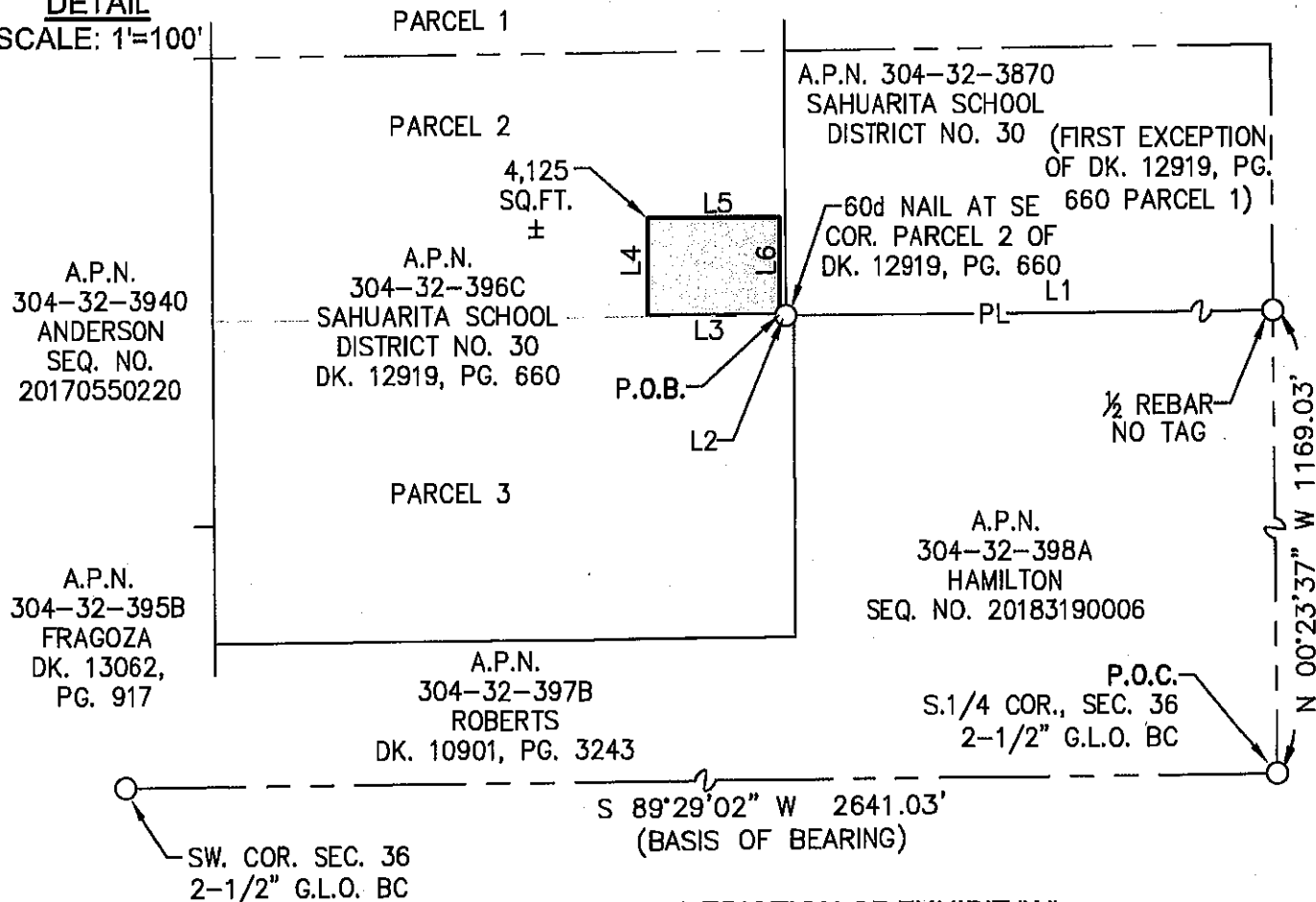
00°23'37" W
1169.03'

S. 1/4 COR.,
-SEC. 36
2-1/2" G.L.O. BC

SEE DETAIL
BELOW

DETAIL

SCALE: 1"=100'



DEPICTION OF EXHIBIT "A"

A PORTION OF THAT PARCEL RECORDED IN DK. 12919, PG. 660
LOCATED IN THE SW 1/4 OF SECTION 36,
TOWNSHIP 19 SOUTH, RANGE 12 EAST
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

P S O M A S

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1280 fax
www.narmon.com

7PIM140210

DATE: JUNE, 2019 • DRAWN BY: SM

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Exhibit D

Area Diagram

304-32-3858
CORDERO, TEOFILO T. & GUADALUP
DK, 12889, PG. 5287
SEQ. NO. 20061580993

HERMALINDA F.
DK. 10179, PG. 2518
SEQ. NO. 95182544



Estimated Shared
Septic System (green)

Access and Shared Parking (red) →

- Shared Dumpser

- New Parcel Location

