

COB - BOSAIR FORM

05/18/2026 10:53 AM (MST)

Submitted by Joey.Schwanz@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: CT AT CT2600000040

Award Type: Contract

BOSAIR Activity: Board Meeting Request

Requested Board Meeting Date: 06/23/2026

Supplier / Customer / Grantor / Subrecipient: Arizona Sonora Desert Museum

Project Title / Description: Cooperative Management Agreement for Arizona Sonora Desert Museum Amendment 2

Purpose: Parties wish to amend the original Agreement as follows: 1) to restate the Legal Description of the Property as described and indicated in Exhibit A as the Manager’s area of responsibility; 2) to restate and clarify the identity of the Manager in the Agreement; and 3) to restate the extension term date which is in error on the original Agreement.

Procurement Method: Revenue Contracts: This Revenue Contract is a non-Procurement contract and not subject to Procurement rules.

Procurement Method Additional Info: n/a

Program Goals/Predicted Outcomes: Key programs of the Desert Museum focus on conservation, environmental education, regional research, and promoting sustainable coexistence between humans and desert ecosystems. Pima County residents and visitors will continue to access this significant educational and recreational resource for many more years to come.

Public Benefit and Impact: The Arizona Sonora Desert Museum (ASDM) serves as a major conservation, education, and economic hub for Southern Arizona, welcoming approximately 330,000 visitors annually. Ranked as a top attraction in Tucson, its impact spans from critical species recovery to diverse community outreach programs. As a Pima County attraction, the museum is a cornerstone of the regional tourism economy, attracting visitors whose spending supports local hospitality sectors.

Strategic Plan Pillar

- Sustainability & Conservation
- Quality of Life

Support of Prosperity Initiative:

- C-S 2. Address Climate Resilience and Environmental Justice

Provide information that explains how this activity supports the selected Prosperity Initiatives

The Arizona Sonora Desert Museum (ASDM) Climate Change Policy Pledge states that "By communicating about the impacts of climate change on plants, animals, habitats, and people, ASDM can play an important role in inspiring people to understand the climate challenges we face and to take action that will help decrease atmospheric CO₂ concentrations to protect humanity and our environmental heritage." Pima County Attractions & Tourism Department will continue to partner with ASDM to support its efforts with this ongoing pledge.

Metrics Available to Measure Performance:

Goals include the continued operation of museum property and the development of new attractions with an emphasis on conservation, climate resiliency, and sustainability. Manager will provide annual reports including financial audits, capital improvement reporting, and assist Attractions & Tourism with a yearly capital asset inventory.

Retroactive:

NO

Amendment / Revised Award Information

Record Number: CT AT CT2600000040

Document Type: CT

Department Code: AT

Contract Number: CT2600000040

Amendment Number: 02

Commencement Date: 06/23/2026

Termination Date: 09/30/2028

Customer Headquarters Location Tucson, Arizona

* Headquarters information is not a consideration for awards

Is the Termination Date new?

NO

Classification: Revenue

Adjust Level: No change

Prior Contract Number (If Applicable): 135188

Amount This Amendment:

\$0.00

Funding Source(s) required: n/a

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?

NO

Contract is fully or partially funded with Non-Federal Grant Funds?

NO

Department: Attractions & Tourism

Name: Joey Schwanz

Telephone: 520-724-2005

Add GMI Department Signatures

No

Department Director Signature: DIANE FRISCH Date: 6/4/2026 | 4:23 PM MST

Deputy County Administrator Signature: Chad Kasmer Date: 6/5/2026 | 2:54 PM MST

County Administrator Signature: [Signature] Date: 6/5/2026 | 3:04 PM MST

Pima County Department of Attractions & Tourism
Project: Cooperative Management Agreement for Arizona Sonora Desert Museum Amendment 2
Operator: Arizona Sonora Desert Museum
Contract No.: CT2600000040
Contract Amendment No.: 02

Orig. Contract Term: 10/01/2003 - 09/30/2028	Orig. Amount:	\$	250.00
Termination Date Prior Amendment: N/A	Prior Amendments Amount:	\$	0.00
Termination Date This Amendment: 09/30/2028	This Amendment Amount:	\$	0.00
	Revised Total Amount:	\$	250.00

CONTRACT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

- 1. Background and Purpose.**
 - 1.1. Background. On October 1, 2003, County and Manager entered into the above referenced Agreement for Manager (as referenced herein, the "Agreement") to operate, manage, maintain, and improve the Arizona-Sonora Desert Museum. This Agreement has been amended once since that time on October 19, 2010 for the purpose of policy and procedures for park admission fee increases.
 - 1.2. Purpose. Parties wish to amend the Agreement as follows: 1) to restate the Legal Description of the Property as described and indicated in Exhibit A as the Manager's area of responsibility; 2) to restate and clarify the identity of the Manager in the Agreement; and 3) to restate the term of the Agreement.

- 2. Land Designation.** County and Manager agree to remove land previously indicated to lie north of Kinney Road which dissects the Managers area of responsibility and not in use by Manager. New land designation and legal description are provided in Exhibit A of this Amendment.

- 3. Management of Museum.** Manager agrees that it will operate, manage, maintain and improve the property described in Exhibit A and all buildings and improvements thereon (collectively the "Property"). The Pima County Attractions & Tourism Department (PCAT) shall perform contract management services with respect to this Agreement on behalf of the County. When PCAT is used herein, it shall mean the department or division of the County, or an individual, charged with management of this Agreement, as it may be changed from time to time.

- 4. Term and Renewal.** The term of this Agreement shall be deemed to have commenced on October 1, 2003 and shall be for a term of 25 years, ending on September 30, 2028. Provided Manager is not in default of any provision of this Agreement, the term of this Agreement may

be renewed and extended for an additional 25 years to end on September 30, 2053 upon execution by the Parties of a formal written amendment. Manager must provide County written request by Manager not more than two (2) years nor less than one (1) year prior to the end of the initial term written notice directed to County its election to so extend the term.

5. **Effective Date.** The effective date of this Second Amendment shall be upon execution of this Agreement by County and Manager.
6. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
7. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) 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. If Contractor becomes aware during the term of the Contract that Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
8. **Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.
9. **Exhibit.** The following exhibit to this Agreement is fully incorporated herein as if set forth at length:

Exhibit A: Management Area Legal Description & Depiction

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day, month, and year written below.

PIMA COUNTY

Jennifer Allen
Chair, Board of Supervisors

Date

ATTEST

Melissa Manriquez, Clerk of the Board

Date

CONCUR

Chad Kasmar

Chad Kasmar
Deputy County Administrator

6/4/26

Date

MANAGER

Hollie Colahan

Hollie Colahan, Executive Director
Arizona-Sonora Desert Museum

6/2/2026

Date

APPROVED AS TO FORM

James F. Morrow

James F. Morrow, Deputy County Attorney

05/11/2026

Date

APPROVED AS TO CONTENT

Diane Frisch

Diane Frisch
Director, Attractions & Tourism

5/19/26

Date

Kristof Bade

Kris Gade
Director, Conservation Lands & Resources

5/12/2026

Date

EXHIBIT "A" (4 pages)
Management Area Legal Description & Depiction

PARCEL 1

All that portion of Section 6, T14S, R12E, G.&S.R.B.&M., Pima County, Arizona, described as follows:

COMMENCING at the SW Corner of said Section 6, T14S, R12E;

THENCE northerly on a straight line between the SW Corner of said Section 6 and the NE Corner of Section 1, T14S, R11E, a distance of 1320.00 feet to the **POINT OF BEGINNING**;

THENCE northeasterly on an angle to the right of 25°18'22", a distance of 1095.09 feet;

THENCE northerly a distance of 2403.70 feet, more or less, to a point being 483.65 feet east of the NE Corner of said Section 1, T14S, R11E;

THENCE west 483.65 feet to the NE Corner of said Section 1, T14S, R11E;

THENCE southerly on a straight line between the NE Corner of said Section 1, T14S, R11E, and the SW corner of said Section 6, T14S, R12E, a distance of 3393.70 feet, more or less, to the **POINT OF BEGINNING**.

EXCEPT all that portion lying north of the south line of Kinney Road, as it exists today.

Said Parcel 1 contains 865,483 sqft,
19.869 acres, more or less.

PARCEL 2

All that portion of Section 1, T14S, R11E, G.&S.R.B.&M., Pima County, Arizona, described as follows:

COMMENCING at the SW Corner of Section 6, T14S, R12E;

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THENCE northerly on a straight line between the SW Corner of said Section 6 and the NE Corner of said Section 1, T14S, R11E, a distance of 1320.00 feet to the **POINT OF BEGINNING**;

THENCE westerly on a line parallel with the north line of said Section 1, T14S, R11E, a distance of 1980.00 feet;

THENCE northerly on a line parallel with the east line of said Section 1, T14S, R11E, a distance of 3393.70 feet, more or less, to a point on the north line of said Section 1, T14S, R11E, being 1980.00 feet west of the said NE Corner of said Section 1, T14S, R11E;

THENCE east along said north line of said Section 1, T14S, R11E, a distance of 1980.00 feet to the NE Corner of said Section 1, T14S, R11E;

THENCE southerly on a straight line between the NE Corner of said Section 1, T14S, R11E, and the SW corner of said Section 6, T14S, R12E, a distance of 3393.70 feet, more or less, to the **POINT OF BEGINNING**.

EXCEPT all that portion lying north of the south line of Kinney Road, as it exists today.

Said Parcel 2 contains 6,122,546 sqft,
140.554 acres, more or less.

Total area for Parcels 1 & 2 is 6,988,029 sqft,
160.423 acres, more or less.

PARCEL 3

All the portion of said Parcels 1 and 2, more particularly described as follows:

The South 1/2 of the South 1/2 of Lot 5, Lot 6 and the North 1/2 of the North 1/2 of Lot 9 of Section 6, T14S, R12E, G.&S.R.B.&M., Pima County, Arizona, AND;

COMMENCING at the NE Corner of Section 1, T14S, R11E;

THENCE southerly along the east line of said Section 1, a distance of 333.96 feet to the **POINT OF BEGINNING**;

THENCE westerly at an angle of 90°00'00", a distance of 262.00 feet;

THENCE southerly at an angle of 90°00'00", a distance of 547.00 feet;

THENCE westerly at an angle of 90°00'00", a distance of 544.00 feet;

THENCE southerly at an angle of 90°00'00", a distance of 2139.00 feet;

THENCE easterly at an angle of 90°00'00", to the east line of said Section 1;

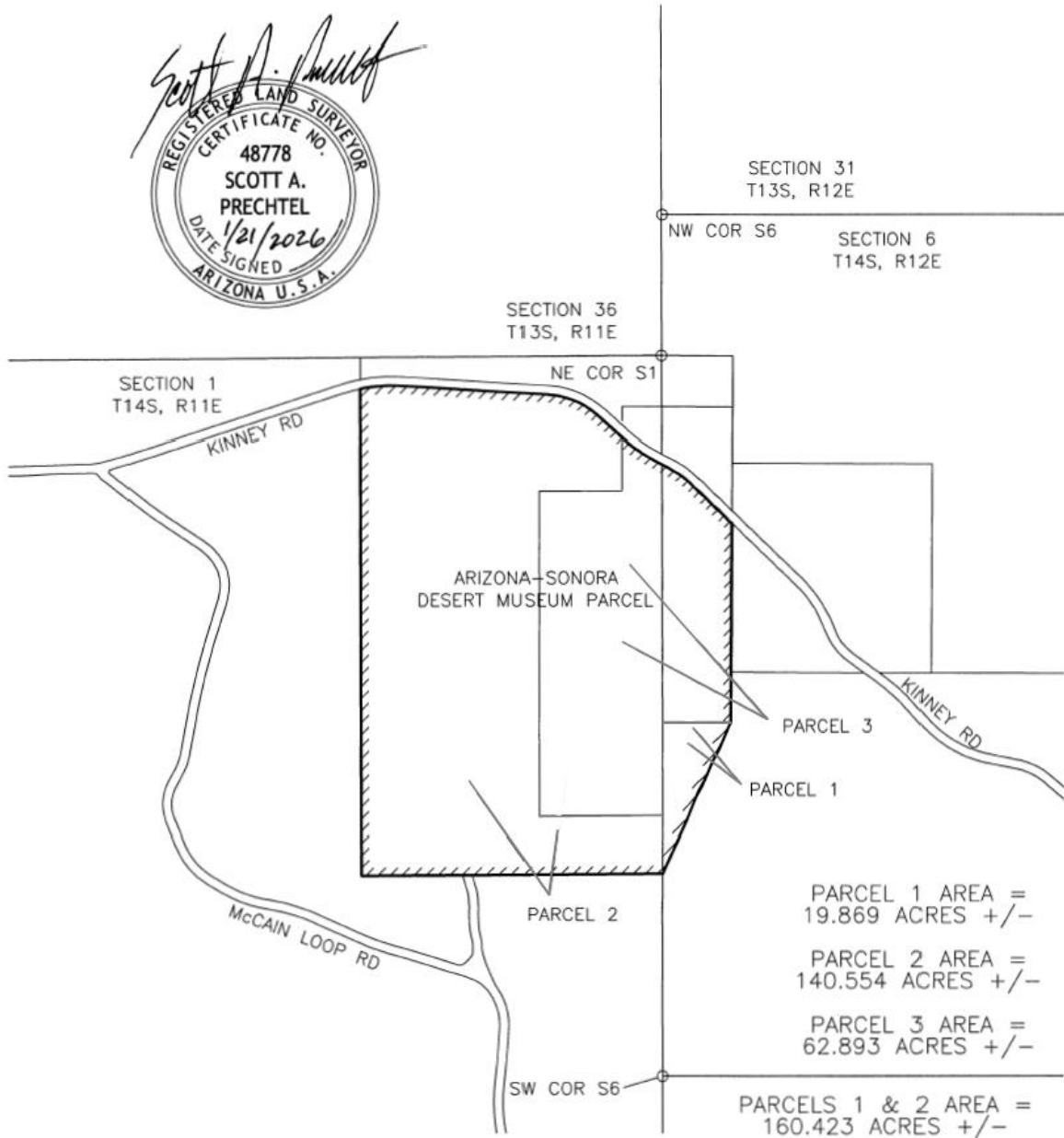
THENCE northerly along the east line of said Section 1 to the **POINT OF BEGINNING**;

EXCEPT all that portion lying north of the south line of Kinney Road, as it exists today.

Said Parcel 3 contains 2,739,615 sqft,
62.893 acres, more or less.



DEPICTION OF EXHIBIT "A"



PIMA COUNTY SURVEY

THE ARIZONA-SONORA DESERT MUSEUM PARCEL
 LOCATED IN SEC 1, T14S, R11E & SEC 6, T14S, R12E,
 GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 1000'

Date: 21 Jan, 2026

Drawn By: SAP

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