Board of Supervisors Memorandum

April 7, 2015

Termination of Intergovernmental Agreement Number 01-64-S-139694-0707
Between Pima County and the Town of Sahuarita,
Relating to the Acquisition of Open Space with 2004 Bond Funds

Background

This item is related to one of the bond ordinance amendments to be considered by the Board of Supervisors on April 7, 2015. The 2004 bond ordinance includes $1.5 million for Project 1.19 Santa Cruz River Open Space with the Town of Sahuarita. The Town and County have an Intergovernmental Agreement (IGA) regarding these funds.

There are a limited number of landowners within this area, and the Town and County have been unable negotiate a purchase of land with this funding. However, in 2014, the County did acquire 290 acres of natural open space within the Town along the Santa Cruz River, surrounding the Green Valley Wastewater Treatment Facility, to provide a State-required buffer around the treatment facility. Much of the property will remain undisturbed and serve as a location for a segment of the historic Anza Trail, as well as a trailhead to be constructed by the Town. The Town considers this 2014 purchase to have met the benefits of the original bond project and has proposed the bond ordinance amendment to consider the project complete and reallocate the remaining bond funding to other eligible acquisitions outside the Town, which have not yet been determined.

The Pima County Conservation Acquisition Commission approved the bond ordinance amendment on March 6, 2015, and the Bond Advisory Committee approved the same on March 13, 2015. The Town approved the ordinance amendment and the termination of the IGA on March 23, 2015.

Recommendation

I recommend the Board of Supervisors approve the termination of Intergovernmental Agreement Number 01-64-S-139694-0707 between Pima County and the Town of Sahuarita, relating to the acquisition of open space with 2004 bond funds.

Respectfully submitted,

C.H. Huckelberry
County Administrator

CHH/dr – March 25, 2015
Attachments

c: Nicole Fyffe, Executive Assistant to the County Administrator
Diana Durazo, Special Staff Assistant to the County Administrator

Amendment 1

PIMA COUNTY DEPARTMENT OF PUBLIC WORKS **AMENDMENT TO INTERGOVERNMENTAL AGREEMENT** 01-64-S-139694-0707 **PROJECT:** Acquisition and Management of Open Space in the Santa Cruz River Floodplain **PARTIES: Pima County and Town of Sahuarita** **CONTRACT AMENDMENT NO.:** One	CONTRACT NO. CT-CA-15000000000000000401 AMENDMENT NO. 01 This number must appear on all invoices, correspondence and documents pertaining to this contract.

ORIG. CONTRACT TERM: 08/02/2007–Closing of property sale

TERMINATION DATE PRIOR AMENDMENT: n/a

TERMINATION THIS AMENDMENT: Date of signature

ORIG. CONTRACT AMOUNT: $1,500,000

PRIOR AMENDMENTS: None

AMOUNT THIS AMENDMENT: n/a

REVISED CONTRACT AMOUNT: n/a

INTERGOVERNMENTAL AGREEMENT AMENDMENT NUMBER ONE

This amendment is made by Pima County ("County") and the Town of Sahuarita ("Town") to the Intergovernmental Agreement ("IGA") Number 01-64-S-139694-0707, relating to the Acquisition and Management of Open Space in the Santa Cruz River Floodplain.

RECITALS

A. In 2004 County voters approved the 2004 Pima County General Obligation Bond Program, which included an Open Space Bond Program.

B. Pima County Ordinance No. 2004-18 allocated $1,500,000.00 in bond proceeds for the purchase of a parcel or parcels of open space ("Property") to be preserved within the Santa Cruz River Floodplain within Town boundaries; however, there are a limited number of landowners within this area and the Town and County have been unable to negotiate a purchase.

C. In 2014, Pima County did purchase 290 acres of property along the Santa Cruz River within the Town. The purchase was funded with Regional Wastewater Reclamation Department funds as the purpose was largely to provide a State-required buffer around the treatment facility.

D. County and Town have determined that the funds designated for the purchase of open space Property within the Town should be reallocated by the County to other projects.

E. The parties therefore agree that the IGA is no longer necessary, and they now wish to terminate the IGA.

F. The Town adopted Resolution 2015-0416 permitting the Town Mayor to execute this termination of the IGA.

NOW, THEREFORE, the IGA is amended as follows:

1. The IGA is terminated effective as of the date this amendment is signed and executed by Town and County.
2. The unexpended $1,500,000.00 in bond proceeds will be allocated to the County for acquisition of other properties identified as eligible by ordinance No. 2004-18, as amended.

IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

APPROVED:

Sharon Bronson, Chair, Board of Supervisors

Date

TOWN OF SAHUARITA:

Duane Blumberg, Mayor

Name and Title (Please Print)

Date

ATTEST

Robin Brigode, Clerk of the Board

Date

Lisa Cole, Town Clerk

Date

The foregoing Amendment to the IGA has been approved as to content and is hereby recommended to the Board by the undersigned.

Chuck Huckelberry, Pima County Administrator

3/20/15

Date

ATTORNEY CERTIFICATION

The foregoing Amendment to the IGA by and 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 IGA.

Pima County:

Lorna Rhoades, Deputy County Attorney

Town of Sahuarita:

Daniel Hochuli, Town Attorney

Lorna Rhoades

Original

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BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: ***July 24, 2007***

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

For Board of Supervisors Approval:

Intergovernmental Agreement between Pima County and the Town of Sahuarita for the Acquisition and Management of Open Space in the Santa Cruz River Floodplain.

The Town of Sahuarita ("Town") has adopted a General Plan, the scope of which focuses on land acquisition and open space preservation within the Santa Cruz River Floodplain and other major washes leading to the River within the Town. Preservation of this area would serve as a focal point for the open space system within the Town. The subject IGA sets forth the responsibilities of the County and the Town for the selection of the open space parcel or parcels (the "Property") to be acquired, performance of the requisite due diligence, negotiation of the acquisition agreement with the owner of the Property, closing of the sale, and the long-term management of the Property. Under the terms of the IGA, and once a parcel[s] is selected, County will enter into the acquisition agreement with the owner. County will at that time seek Board of Supervisors approval to purchase the property using 2004 Bond Funds designated for that specific purpose, and shall take title to the Property, paying the purchase price and closing costs at closing. Simultaneously with the close of the sale of the Property to the County, the County shall convey the Property to Town, pursuant to a Special Warranty Deed, and Town shall grant to County a Conservation Easement over and upon the Property.

STAFF RECOMMENDATION(S): Staff recommends execution of the Intergovernmental Agreement with the Town of Sahuarita for the selection and purchase of Open Space property within the Santa Cruz River Floodplain for the Town of Sahuarita.

Procure Dept 06/22/07 PM10:37

This is an Official Copy of the Pima County contract executed and on file with Pima County.

PIMA COUNTY COST: $ -0-

REVENUE TO PIMA COUNTY: $ None

FUNDING SOURCE(S): N/A
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

[ ] ***YES*** [X] ***NO***

Board of Supervisors District:

1 [ ] *2* [ ] *3* [ ] *4* [X] *5* [ ] *All* [ ]

IMPACT:

IF APPROVED: Pima County and Town of Sahuarita will cooperate in the selection and acquisition of an open space parcel or parcels, within the Santa Cruz River Floodplain in the Town, to be preserved and utilized by the Town as a focal point for the open space system within the Town.

IF DENIED: Pima County will not enter into the subject IGA with Town of Sahuarita to cooperate in the selection and acquisition of an open space parcel or parcels, within the Santa Cruz River Floodplain in the Town, to be preserved and utilized by the Town as a focal point for the open space system within the Town.

DEPARTMENT NAME: **Real Property Services**

CONTACT PERSON: **Michael D. Stofko** *TELEPHONE NO.:* **740-6667**

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Intergovernmental Agreement Between
Pima County and the Town of Sahuarita for the Acquisition
And Management of Open Space in the Santa Cruz River Floodplain

CONTRACT
NO. 01-64-S-139694-0707
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

This is an Official Copy of the Pima County contract executed and on file with Pima County.

Intergovernmental Agreement
Between
Pima County and the Town of Sahuarita
For the Acquisition and
Management of Open Space in the Santa Cruz River Floodplain

This Agreement is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the Town of Sahuarita ("Town") pursuant to Arizona Revised Statutes (A.R.S.) Section 11-952.

Recitals

A. The parties are empowered to enter into this Agreement pursuant to A.R.S. § 11-952 and are further authorized by A.R.S. § 11-932 to acquire and improve real property for use as a public park.

B. A Special Bond Election was held in Pima County on May 18, 2004 in which the citizens of Pima County voted to approve the issuance of Pima County General Obligation Bonds to fund various public projects.

C. Pima County Ordinance No. 2004-18 (the "Bond Ordinance") allocates $1,500,000.00 in bond proceeds for the purchase of a parcel or parcels of open space (the "Property") to be preserved within the Santa Cruz River Floodplain in the Town, as described therein (see Pima County Ordinance 2004-1.19). This amount, less 2.5% which shall be retained by the County to recover a portion of the County's administrative costs associated with this project, shall be referred to herein as the "Allocated Maximum Amount."

D. Projects funded in whole or in part with bond proceeds are subject to the guidelines for bonding disclosure, accountability and implementation of County bond projects in other jurisdictions contained in Pima County Code Chapter 3.06 and in the Bond Ordinance.

E. The Parties have agreed that Town shall identify, and County shall negotiate a purchase contract and conduct due diligence for the Property; that County will purchase the Property provided that the total of the purchase price, costs incurred in the due diligence process, and closing costs, do not exceed the Allocated Maximum Amount; that County will thereafter convey the Property to Town; that Town will convey to County a Grant of Conservation Easement; and that Town will thereafter hold and operate the Property as open space, all as set forth herein (the "Project").

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Agreement

NOW THEREFORE, County and Town, pursuant to the above, and in consideration of the matters and promises hereinafter set forth, do mutually agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the responsibilities of the parties for the acquisition of the Property and to address legal and administrative matters among the parties.

2. **Property Acquisition.** The acquisition is described in the Bond Ordinance as follows:

1.19 **Santa Cruz Open Space and Environmental Protection.**

Location: Various locations along and within the Santa Cruz River floodplain and significant tributary washes within the Town boundaries.

Scope: In accordance with the Town of Sahuarita General Plan, the scope of this project focuses on land acquisition and open space preservation within the Santa Cruz River floodplain and other major washes leading to the River within the Town. Preservation of this area would serve as a focal point for the open space system within the Town.

Benefit: A main objective included in the recreation and open space element of the Town of Sahuarita General Plan is to build on the presence of the Santa Cruz River and other major washes in that area as a focal point for the open space system within the Town. An important factor in this project scope is the recognition that washes, tributaries and other riparian areas along the Santa Cruz River floodplain serve as important interconnections between open space corridors within the Town's sphere of influence as identified in the General Plan document.

Cost: $1,500,000.

Bond Funding: $1,500,000.

Other Funding: None identified at this time.

Implementation Period: 2,3,4,5.

Project Management: The Town of Sahuarita will manage acquisition, in conjunction with an intergovernmental agreement between Pima County and the Town. The Pima County Real Property Division will coordinate with the Town.

Future Operating and Maintenance Costs: The Town of Sahuarita will assume ownership of and manage all parcels acquired under this program in conjunction with an intergovernmental agreement between Pima County and the Town.

3. **Due Diligence.** County shall conduct due diligence with respect to the purchase of the Property and shall negotiate with the owner of the Property for the sale of the Property to the County. At a minimum, this due diligence shall consist of the following:

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a. *Title Review*. County shall order a title commitment for the Property from a title company reasonably satisfactory to Town, and shall cause a copy of the commitment, along with legible copies of all items shown as exceptions to title on Schedule B thereto, to be sent to Town. County shall review the state of title as shown by the title commitment, along with all schedule B items, and shall advise the Town of any title exceptions that could materially impair the parties' use of the Property for the intended purposes. County shall work with the title company to remove any title exceptions to which the Town objects.

b. *Environmental Phase I.* County shall cause an environmental phase one assessment to be performed on the Property, and a report of the inspection to be prepared, pursuant to legal and industry standards. County shall cause a copy of this report to be delivered to Town at the same time it is transmitted to County. County shall review the report and, in consultation with the Town, shall order additional testing or inspection if the Phase One report indicates that contamination may be present or that further investigation is recommended.

c. *Appraisal*. County shall obtain an appraisal of the Property prepared by a licensed real estate appraiser reasonably satisfactory to Town, which appraisal shall be certified to the Town. County shall cause a copy of the appraisal to be delivered to Town at the same time a copy is given to County. County shall not offer the Owner more than the appraised value for the Property without the prior approval of Town.

d. *Other Documentation*. County shall obtain from the Owner any existing documentation that the Owner has regarding the legal or physical condition of the Property, such as existing environmental reports, title reports, and surveys. County shall review this material, and shall give Town a copy.

e. *Conservation Acquisition Commission Approval.* Pursuant to Pima County Code 3.06.050, the County's Conservation Acquisition Commission ("CAC") shall oversee and monitor all open space bonds acquisitions placed before the Board of Supervisors for consideration. Therefore, all acquisitions associated with the Santa Cruz Open Space and Environmental Protection Project must be considered by the CAC prior to consideration by the County Board of Supervisors.

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4. **Purchase of the Property; Conveyance to Town**. County shall negotiate an acquisition agreement with the owner of the Property, in a form acceptable to Town. Unless all due diligence has been completed satisfactorily prior to entering into the agreement, the agreement shall contain appropriate contingencies for title review, environmental inspection, and other due diligence matters. If the due diligence has been completed, but certain matters have been identified that need to be addressed prior to closing, the acquisition agreement shall set forth these matters and the responsibility for each. The agreement shall provide that title shall be conveyed to the County, free and clear of encumbrances, pursuant to a special warranty deed.

   County shall enter into the acquisition agreement with Owner and shall take title to the Property, paying the purchase price, and closing costs, at closing (provided that Town shall pay any amount by which these costs, together with the previous costs for which County has reimbursed Town, exceed the Allocated Maximum Amount). Notwithstanding this, however, the County shall be under no obligation to take title to the Property or fund the purchase of the Property if the County has reasonable objections to the state of the Property's title, its environmental condition, or any other matter revealed in the course of the acquisition and due diligence process.

   Simultaneously with the close of the sale of the Property to the County, the County shall convey the Property to Town, pursuant to a special warranty deed in substantially the form attached hereto as Exhibit A and Town shall grant to County a conservation easement on and over the Property in substantially the form attached hereto as Exhibit B.

5. **County Contribution**. Town shall acknowledge the County's contribution to the Project at any public participation event in a form approved by County. Examples of acceptable forms of recognition include, but are not limited to, signs, notes on printed materials, opening ceremonies and press releases. In addition, Town shall display, at all times, in a prominent place or places in the park, a permanent plaque or sign acknowledging the County's contribution to the park project in a form reasonably acceptable to County.

6. **Right to Mitigation Credits**. The Parties hereby acknowledge and agree that County shall have the sole and exclusive right to utilize any and all lands acquired pursuant to this Agreement for mitigation under a multi-species habitat conservation plan, pursuant to Section 10(1)(a)(B) of the Endangered Species Act of 1973. Town shall not have the right to utilize the same lands for that or any similar purpose.

7. **Amendment of the Bond Ordinance**. Town shall notify the County of any events that would require an amendment of the Bond Ordinance, and shall formally request the County Board of Supervisors that they hold a public hearing on the requested amendment. The parties shall follow the procedures for amendment of the Bond Ordinance set forth in Chapter 3.06 of the Pima County Code, as it may be amended or renumbered from time to time, and Section IV(B) of the Bond Ordinance. In the event the Board of Supervisors does not approve Town's request for a Bond

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Ordinance amendment, County shall complete the acquisition of the Property as defined by the Bond Ordinance and this Agreement.

8. **Federal Treasury Regulations**. Town acknowledges that Pima County manages the expenditures of bond proceeds in order to qualify for a spending exception to the arbitrage rebate requirements of Sections 148 through 150 of the Internal Revenue Code of 1986 and the related regulations found in 26 CFR Part 1, §§1.148 through 1.150 as may be modified from time to time (such statutes and regulations hereinafter referred to as the "Tax Exempt Bond Rules"). Town acknowledges that arbitrage rebate is affected by both the use of bond proceeds and by the timing of bond related expenditures. Notwithstanding any other provision of this Agreement, County may, in County's sole discretion, either (i) reallocate funds to other projects funded with County bonds, or (ii) terminate this Agreement as set forth in Paragraph 9(b)(iii) below, if, in County's sole determination, such reallocation or termination is necessary or advantageous to the County under the Tax Exempt Bond Rules either (a) to qualify for a spending exception to the arbitrage rebate requirements, or (b) to reduce the amount of any potential arbitrage rebate or penalty, or (c) to manage the County's bond proceeds.

9. **Term and Termination.**

   a. *Term.* The term of this Agreement shall begin on the date this Agreement is recorded with the Pima County Recorder, and shall end at closing of the sale of the Property as contemplated herein, except for provisions regarding retention of books and records, indemnities, and other provisions that, by their nature, are intended to survive.

   b. *Termination.* This Agreement may be earlier terminated under the following circumstances:

      i. For Cause. A 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 (45) 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 either party from liabilities or costs already incurred under this Agreement.

      ii. Conflict of Interest. This Agreement can be terminated for a conflict of interest as set forth in A.R.S. § 38-511, the relevant portions of which are hereby incorporated by reference.

      iii. Arbitrage Rebate Requirements. The County reserves the right to cease payments to Town and unilaterally terminate this Agreement if County determines, in County's sole discretion, that any action or inaction on the part of Town is likely to occur that would adversely affect the election made

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by the County under the Tax Exempt Bond Rules relating to exceptions for arbitrage rebate.

c. *Legal Authority*. Neither party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter into this Agreement, or any part of it, then the Agreement, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

10. **Indemnification.** To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend and hold the other party, its governing board or body, 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.

a. *Notice*. Each party shall notify the other 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 invoke the provisions of this Section. Each party shall keep the other party informed on a current basis of its defense of any claims, demands, suits, or judgments under this Section.

b. *Negligence of indemnified party*. The obligations under this Article shall not extend to the negligence of the indemnified party, its agents or employees.

c. *Survival of termination* This Article shall survive the termination, cancellation, expiration or revocation, whether in whole or in part, of this Agreement.

11. **Insurance.** When requested, a party shall provide the other party with proof of its worker's compensation, automobile, accident, property damage, and liability coverage or program of self-insurance.

12. **Book and Records.** Town shall keep and maintain proper and complete books, records and accounts related to the acquisition of the Property. For bond purposes, these books and records must continue to be maintained for a period of three (3) years after final payment of the bonds issued for the acquisition. The bonds funding the acquisition are expected to be fully paid by June 30, 2025, but may be subject to refunding. Town shall have the option of either (i) maintaining the books and records for the requisite number of years, or (ii) conveying the books and records to County at any time after the closing of the acquisition. The books, records and accounts related to the acquisition shall be available for inspection and audit by duly authorized representatives of County at all reasonable times during the period in which said

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books, records and accounts are maintained by Town. Unless Town conveys all the books and records to County, Town shall indemnify and hold the County harmless from and against any amount required to be paid to the Internal Revenue Service or any governmental entity or agency arising out of the failure by Town to maintain such records. This section shall survive expiration or earlier termination of this Agreement.

13. **Inspection and Audit.** For the period of record retention set forth above, County shall have the right to question any payment made pursuant to this Agreement. The County may perform an audit of Town's books and records at any time in order to verify that monies spent on the acquisition of the Property were done so in accordance with this Agreement and the Bond Ordinance. If an audit reveals the overpayment or underpayment of any sums hereunder, the parties shall rectify the problem within thirty (30) days thereafter, by refunding any overpayment, and paying any amount that was erroneously withheld. If funds are due the County, County shall have the right of set-off against any payments thereafter due to Town.

14. **Construction of Agreement.**

    a. *Entire Agreement.* This instrument constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

    b. *Amendment.* This agreement shall not be modified, amended, altered or changed except by written agreement signed by the parties.

    c. *Construction and interpretation.* All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the recitals hereof

    d. *Captions and headings.* The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.

    e. *Severability.* In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

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

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16. **No Joint Venture**. It is not intended by this Agreement to, and nothing contained in this Intergovernmental Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any Town employees, or between Town and any County employees. No party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

17. **No Third Party Beneficiaries**. Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement, or effect the legal liability of any party to this Agreement, by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

18. **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.

    a. *Anti-Discrimination.* The provisions of A.R.S. § 41-1463 and Executive Order 75-5, as amended by Executive Order 99-4, issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Intergovernmental Agreement as if set forth in full herein.

    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.

    c. *Compliance with Bond Requirements.* Town agrees to comply with all applicable provisions of Pima County Code Chapter 3.06, "Bonding Disclosure, Accountability, and Implementation" and of the Bond Ordinance, as they now exist or may hereafter be amended. Any reports to be submitted by Town to County in compliance with Pima County Code Chapter 3.06 or the Bond Ordinance shall be provided in a format and schedule determined by County.

19. **Waiver.** Waiver by any 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.

20. **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 failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake,

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lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

21. **Notification.** Except as otherwise specifically set forth herein, all notices or demands upon any party to this Agreement shall be in writing, and shall be delivered in person, by facsimile, or sent by U.S. mail addressed as set forth below. When served by mail, service shall be conclusively deemed made three (3) days after posting thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given.

If to County:

Clerk, Board of Supervisors
130 West Congress Street, 5th Floor
Tucson, AZ 85701

With copies to:

Pima County Administrator
130 West Congress Street, 10th Floor
Tucson, AZ 85701
Attn.: C.H. Huckelberry
Telecopy: (520)-740-8171

and:

Chief Civil Deputy Pima County Attorney
32 N. Stone Avenue, 21st Floor
Tucson, AZ 85701
Telecopy: (520)-620-6556

If to Town:

Town of Sahuarita Town Manager
P.O. Box 879
Sahuarita, AZ 85629

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With ***a*** copy to:

Town of Sahuarita
Parks and Recreation Director
P.O. Box **879**
Sahuarita, AZ **85629**

Town of Sahuarita
Town Attorney
P.O. Box **879**
Sahuarita, AZ **85629**

22. Remedies. Any party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

In Witness *Whereof*, County has caused this Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and the Town has caused this Agreement to be executed by the Mayor upon resolution of the Mayor and Council and attested to by its Clerk.

ATTEST:

Sandra R. Olivas, CMC, Town Clerk

TOWN OF SAHUARITA:

Charles E. Oldham, Mayor

ATTEST:

Lori Godoshian
Clerk of the Hoard

PIMA COUNTY:

Vice, ~~Richard Elias~~, Chairman, Ramon Valadez
Board of Supervisors
JUL 2 4 2007

APPROVED AS TO CONTENT:

Daniel J. Hochuli, Esq.
Town Attorney

5/14/07
John Bernal, Deputy County
Administrator, Public Works

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APPROVED AS TO FINANCE PROVISIONS:

Tom Burke 5-15-07

Tom Burke, County Finance Director

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, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party represented by the him/her.

Pima County:

Deputy County Attorney — Date 5/11/07

Town of Sahuarita

Town of Sahuarita Attorney — Date 5/29/07

This is an Official Copy of the Pima County contract executed and on file with Pima County.

EXHIBIT "A"
To Intergovernmental Agreement Between
Pima County and the Town of Sahuarita for the Acquisition
And Management of Open Space in the Santa Cruz River Floodplain

SPECIAL WARRANTY DEED

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pima County, a political subdivision of the State of Arizona ("Grantor"), hereby grants, sells and conveys to Town of Sahuarita, a political subdivision of the State of Arizona ("Grantee"), that certain real property located in Pima County, Arizona and legally described on **Exhibit "A"** attached hereto and incorporated herein by this reference, together with all interests, privileges and easements appurtenant thereto and any and all improvements located thereon (the "Property").

SUBJECT TO: current taxes not yet due and payable, assessments and any other liens arising therefrom, all reservations in patents, deed restrictions, if any, all easements, rights of way, covenants, conditions, restrictions, encroachments, liens, encumbrances, obligations and liabilities as may appear of record, and all other matters that can be determined by a visual inspection or a complete and accurate survey of the Property.

Notwithstanding any warranty which may otherwise be implied from the use of any word, phrase or clause herein, Grantor warrants title to the Property, subject to the matters referred to above, only against its own acts, but not the acts of any others.

DATED as of this _____ day of _____, 200_.

Grantor:

Pima County

By:_____
Chairman, Pima County Board of Supervisors

This is an Official Copy of the Pima County contract executed and on file with Pima County.

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this _____ day of _____, 200_, by Richard Elias, Chairman, Pima County Board of Supervisors.

_____
Notary Public

My Commission Expires:

This is an Official Copy of the Pima County contract executed and on file with Pima County.

EXHIBIT B

To Intergovernmental Agreement Between

Pima County and the Town of Sahuarita for the Acquisition

And Management of Open Space in the Santa Cruz River Floodplain

GRANT OF CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this ____ day of _____, 200_, by the Town of Sahuarita, a political subdivision of the State of Arizona ("Grantor"), in favor of Pima County, a political subdivision of the State of Arizona ("Grantee") (collectively, the "Parties"), pursuant to A.R.S. § 33-271, et seq.

In consideration of the mutual covenants contained herein, Grantor hereby voluntarily grants and transfers to Grantee a conservation easement (the "Easement"), in perpetuity, over and across the property described in attached **Exhibit A** and depicted in attached **Exhibit A-1** (the "Property"), which Easement shall run with the land and shall bind the Grantor and Grantee in perpetuity, subject to the terms and conditions contained herein. Further, as a part of this Easement, Grantor hereby transfers to Grantee all development rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the Parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it is now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible residential density or development intensity of the Property or any other property.

1. PURPOSE. The Parties agree that it is the purpose of this Easement to: (i) assure that the Property will be preserved forever in its predominantly open, scenic, undeveloped and natural condition; (ii) prevent any uses of the Property that will significantly impair or interfere with the Conservation Values of the Property; (iii) conserve habitat for wildlife; (iv) protect rare and unique native plants and animals currently known or later identified; and (v) promote the conservation purposes stated in A.R.S. § 33-271(2). As used herein, the term "Conservation Values" shall mean areas, features, items, creatures, organisms, and objects of biological, botanical, ecological, or geologic importance, including native and natural plants and animals, natural and unaltered geologic, topographical, and geographical features and contours (whether upon or under the surface of the property), natural and unaltered watercourses, watersheds, riparian areas, and other hydrologic features, open and semi-open spaces, and the natural diversity, distribution, density, interrelationships, and interaction of such areas, features, items, creatures, organisms, and objects.

2. RIGHTS OF GRANTEE. Grantor hereby grants the following rights to Grantee:

   2.1 To identify, preserve, protect, and monitor, in perpetuity, the Conservation Values of the Property;

   2.2 To prevent Grantor or third persons from conducting any activity on or use of the Property that is prohibited by or inconsistent with this Easement;

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2.3 To enter upon and inspect the Property at all reasonable times, provided that such entry shall be upon seven (7) days written notice to Grantor, and that such entry shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

2.4 Upon thirty (30) days written notice to Grantor, and subject to Grantor's approval, which shall be in Grantor's sole discretion, to enter, or to permit other educational or research agencies and institutions to enter upon the Property to engage in ecological, geological, and/or archeological studies, research, and special projects, provided that such activities shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

2.5 To enter upon the Property at any time during the term of this Easement under emergency circumstances, and without prior notice, oral or written, to prevent an imminent breach of the terms of this Easement, or, in Grantee's sole discretion, to prevent damage to or destruction of the Conservation Values.

3. PERMITTED ACTIVITIES. The following activities are deemed to be consistent with the purposes of this Easement, and shall be permitted on the Property:

3.1 Livestock grazing for which there is a current ranch management or grazing plan that is attached hereto as Exhibit B ("Grazing Plan"). The Grazing Plan shall be reviewed by Grantee annually. Such grazing may be confined by Grantee to specific areas of the Property and may be prohibited in certain critical areas, such as springs or riparian areas. Grantee shall provide Grantor at least 30 days written notice of any restriction on livestock grazing to specific areas of the Property.

3.2 Farming for existing areas of use which are designated on Exhibit C hereto.

3.3 Vegetation removal and/or alteration as reasonable and necessary for habitat improvements, to promote the recovery or reestablishment of native species, and/or for fencing, maintaining utility easements or livestock developments, and residential needs, except where priority vulnerable species may be negatively impacted. However, in order to assure that the Conservation Values of the Property are not negatively impacted, any removal or alteration of vegetation, whether accomplished manually, mechanically, chemically, or otherwise, shall be done only in accordance with a specific written agreement reached after consultation between Grantor and Grantee as to the necessity and appropriate extent of such activity. Such an agreement may address a specific instance or occasion upon which such activity is conducted, a specific location or area in which such activity is conducted, and/or a specific time period or interval (whether short-term or long-term) during which such activity is conducted.

3.4 The use of existing corrals, barns, outbuildings, or ranch dumpsites, if any, as identified on Exhibit D, that is reasonable and necessary to sustain ranching and farming operations, provided they do not compromise the Conservation Values.

3.5 Maintenance, repairs, and in the event of destruction, reconstruction of permitted

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existing buildings on the Property (the "Permitted Structures"), as set forth on Exhibit E. . Replacement of permitted structures shall be with a structure of similar size, function, capacity, site location and building materials. New structures may be built only with the prior written consent of Grantee, which consent shall not be unreasonably withheld provided the structures are consistent with the purposes of this Easement and will not negatively affect the Conservation Values.

3.6 Use of surface or subsurface water from water developments or natural sources for on-site domestic use, habitat improvements, livestock watering, wildlife waters, farming, fire-fighting, or dust control that is not inconsistent with the purposes of the Easement and does not impact the Conservation Values negatively.

3.7 Prescribed fire for areas of 10 acres or less. Prescribed fire on areas exceeding 10 acres requires written approval from Grantee.

3.8 Installation of new or replacement of existing wire-strand fencing, built to wildlife-friendly standards as established by the Arizona Game and Fish Department.

3.9 The storage and use of herbicides, pesticides, biocides, and/or chemical fertilizers on cultivated lands; and in residential areas, barns, corrals, or other livestock confinements, provided that such use is not inconsistent with the purposes of the Easement and does not impact or risk impacting the Conservation Values.

3.10 Other use of herbicides, pesticides, biocides, and/or chemical fertilizers, but only in accordance with a specific agreement reached after consultation between Grantor and Grantee as to the necessity and appropriate extent of such activity. Such an agreement may address a specific instance or occasion upon which such activity is conducted, a specific location or area in which such activity is conducted, and/or a specific time period or interval (whether short-term or long-term) during which such activity is conducted.

3.11 Replacement of existing wells, pumps, pipelines, windmills, septic systems, and storage tanks as necessary for permitted operations on the Property, along with maintenance and repair of existing water developments.

3.12 Construction of new roads, permanent or temporary, but only where reasonable and necessary to enhance or protect the Conservation Values on the Property, provide access to adjacent public lands, or to facilitate farming or livestock-related activities.

3.13 Construction of trails for nonmotorized recreation including hiking, wildlife-watching, mountain biking, hunting access to adjoining public lands, and horseback riding, provided such trails and the construction thereof do not compromise the Conservation Values.

3.14 Hunting by licensed and/or permitted hunters consistent with the rules, regulations, and seasons established by the Arizona Game and Fish Department.

3.15 Wildlife management activities carried out in cooperation with the Arizona Game

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and Fish Department.

4. PROHIBITED ACTIVITIES. Any activity or use of the Property that is inconsistent with the purposes of this Easement or that impacts the Conservation Values of the Property negatively is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

4.1 Development of the Property, including subdivision or lot splitting of the Property.

4.2 Constructing or placing any additional buildings or structures on the Property, except as otherwise permitted by this Easement.

4.3 Removal or alteration of natural vegetation other than as provided in Paragraph 3.3.

4.4 Severing of surface or subsurface water rights associated with the Property, including the transfer, encumbrance, lease, and/or sale of water rights, except where severance of such water rights benefits the Conservation Values as defined herein. However, no such action shall be taken except in accordance with a written agreement reached after consultation between Grantor and Grantee as to the necessity and propriety of such action.

4.5 Manipulating, modifying, or altering any geologic, topographical, or geographical feature and/or contour (whether upon or under the surface of the property), except as may be necessary to retain, restore, or enhance the Conservation Values as defined herein. However, no such action shall be taken except in accordance with a written agreement reached after consultation between Grantor and Grantee as to the necessity and propriety of such action.

4.6 Manipulating, impounding, or altering any natural watercourse, watershed, or riparian area, except as may be necessary to retain, restore or enhance the Conservation Values as defined herein. However, no such action shall be taken except in accordance with a written agreement reached after consultation between Grantor and Grantee as to the necessity and propriety of such action.

4.7 Development of, or the granting of rights-of-way, access, or easements for, new roads, except as otherwise permitted by this Easement.

4.8 Development of, or the granting of rights-of-way, access or easements for, new utilities, including telecommunications facilities, except where environmental analysis adequately demonstrates that allowing such activities is not harmful to the Conservation Values of the Property. Review of such environmental analyses and final determination as to the harmful nature of such impacts is granted solely to Grantee.

4.9 Filling, excavating, dredging, mining, drilling, exploration, or extraction of minerals, hydrocarbons, soils, sand, gravel, rock or other materials on or below the surface of the Property, except as minimally necessary in connection with such activities as may be required in performing any activities permitted herein or as allowed under Federal

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law. In no event, however, shall such action be taken except in accordance with a written agreement reached after consultation between Grantor and Grantee as to the necessity and propriety of such action.

4.10 The storage, dumping, accumulation, or disposal of toxic and/or hazardous materials, trash, garbage, solid waste or other unsightly material on the Property.

4.11 The introduction of non-native fish or amphibians or other non-native organisms to or from catchments, tanks, springs, or creeks.

4.12 The introduction of non-native species of noxious or aggressive character that might adversely affect the Conservation Values of the Property.

4.13 Storage and/or use of herbicides, pesticides, biocides, and/or chemical fertilizers other than as provided in Paragraphs 3.9 and 3.10.

4.14 Pumping of surface or subsurface water from existing diversions for other than on-site residential, wildlife, recreational, habitat-enhancement, and agricultural uses associated with livestock grazing on the Property as provided for herein. Increases in the amount of surface or subsurface water per pump shall not be permitted without joint approval from Grantor and Grantee.

4.15 Construction of new water diversions that divert surface or subsurface water from any spring or watercourse, except for activities otherwise permitted herein, and with the consent of Grantee.

4.16 Planting non-native, invasive plant species.

4.17 Installation of underground storage tanks for petroleum or other polluting substances, except those already existing or permitted septic tanks.

4.18 Confinement of livestock where animals are located permanently or long-term in enclosures and the majority of their feed supplied from outside sources. This includes but is not limited to feeder cattle, dairy, pig, poultry, and exotic animal farm operations.

4.19 Commercial enterprises inconsistent with protection of the Property's Conservation Values, excluding farming and ranching as provided herein. Commercial enterprises, other than farming or ranching, that provide for ecotourism or wildlife-related recreation may be approved subject to the joint consent of Grantor and Grantee.

4.20 Use of the Property to provide temporary residential space for mobile homes, travel trailers, tent trailers, self-propelled recreational vehicles, and like structures or vehicles, except that such vehicular campers owned by the Grantor, the Grantee, guests, or other individuals engaging in activities otherwise permitted by this Easement may be parked on the Property to accommodate reasonable visitation.

4.21 Any paving of roads using asphalt or concrete except where required by Grantee

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ordinance.

4.22 Any removal from or placement upon the Property of soil, dredging spoils, or other material, except for those uses permitted under this Easement.

4.23 Off-road vehicular travel except as reasonably necessary to facilitate permitted activities on the Property.

5. DEFAULT AND REMEDIES.

5.1 If Grantee determines that Grantor is in breach of the terms of this Easement, Grantee shall give written notice to Grantor of such breach and demand corrective action sufficient to cure the breach and, where the breach involves injury to the Property resulting from any activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the breach within thirty (30) days after receipt of such notice, or under circumstances where the breach cannot reasonably be cured within a thirty (30) day period, fails to begin curing such breach within the thirty (30) day period, or fails to continue diligently to cure such breach until finally cured, then the Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the breach by temporary or permanent injunction, to recover any damages to which it may be entitled for breach of the terms of this Easement or injury to any protected uses or Conservation Values, including damages for any loss thereof, and to require the restoration of the Property to the condition that existed prior to any such injury. If upon receipt of notice from the Grantee the Grantor fails to immediately cease the activity which caused the breach, the Grantee may bring immediate action at law or equity to enjoin the breach by temporary or permanent injunction. The failure of County to insist upon the full and complete performance of any of the terms and conditions of this Restrictive Covenant, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

5.2 Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including unforeseeable acts of trespassers, fire, flood, storm, drought, pests, earth movement, and major vegetative disease, or from any prudent action taken by Grantor under manifest emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

6. COSTS, TAXES. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use which shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall pay before delinquent all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority, and shall furnish Grantee with satisfactory evidence of payment upon request.

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7. GENERAL PROVISIONS.

7.1 Severability. If any provision of this Easement is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby.

7.2 Entire Agreement. This instrument sets forth the entire Agreement of the Parties with respect to this Easement.

7.3 Public Access. Nothing contained herein shall be construed as affording the public at large access to any portion of the Property, except that the public shall have ingress and egress over the Property along any and all designated trails or roads constructed pursuant to Paragraphs 3.12 and 3.13 above, for the purpose of engaging in any properly permitted activity on the Property or on adjacent public lands.

7.4 Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the Parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

7.5 Cancellation. This Easement is subject to cancellation per A.R.S. § 38-511.

7.6 No Subordination. Upon recordation in the Pima County, Arizona, Recorder's Office, this Easement shall be deemed superior to all after-acquired property interests in the Property. Grantee shall have no obligation to subordinate its rights and interests in this Easement to any party.

This is an Official Copy of the Pima County contract executed and on file with Pima County.

APPROVED AS TO FORM:

_____	_____
Deputy Pima County Attorney	Town Attorney

APPROVED AS TO CONTENT

_____	_____
John Bernal Deputy County Administrator, Public Works	Town Attorney

This is an Official Copy of the Pima County contract executed and on file with Pima County.

Grantor:

TOWN OF SAHUARITA

ATTEST:

_____
Mayor

_____
Town Clerk

STATE OF ARIZONA)
) ss
County of Pima)

This instrument was acknowledged before me, the undersigned authority, on this ____ day of _____, 200_, by _____, Mayor of the Town of Sahuarita.

_____
Notary Public

My Commission Expires:

_____

Grantee:

PIMA COUNTY:

ATTEST:

_____
Richard Elias, Chairman
Pima County Board of Supervisors

_____
Lori Godoshian
Clerk of the Board

STATE OF ARIZONA)
) ss
County of Pima)

This instrument was acknowledged before me, the undersigned authority, on this ____ day of _____, 200_, by the Chairman of the Pima County Board of Supervisors.

_____
Notary Public

My Commission Expires:

_____

This is an Official Copy of the Pima County contract executed and on file with Pima County.

RESOLUTION NO. 2007 - 159

RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND 'THE TOWN OF SAHUARITA FOR THE ACQUISITION AND MANAGEMENT OF OPEN SPACE IN THE SANTA CRUZ RIVER FLOODPLAIN.

WHEREAS, Pima County (the "County") and the Town of Sahuarita (the "Town"), through a joint and cooperative effort, wish to enter into a cooperative agreement for the purpose of acquisition and management of open space in the Santa Cruz river floodplain for the benefit of all Town and County residents, and

WHEREAS, it is necessary for the parties to establish an intergovernmental agreement in order to carry out the intent of the parties and define the roles and responsibilities regarding the intended cooperative effort, and

WHEREAS, on May 29,2007, the intergovernmental agreement was approved by Town of Sahuarita Mayor and Council,

NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED AND CARRIED, BE RESOLVED THAT:

1. The intergovernmental agreement between Pima County and the Town of Sahuarita for the acquisition and management of open space in the Santa Cruz River floodplain is hereby approved.

2. The Chairman of the Board is hereby authorized and directed to sign the intergovernmental agreement for the Pima County Board of Supervisors.

3. The various officers and employees of Pima County are hereby authorized and directed to perform all acts necessary and desirable to give effect to this Resolution.

PASSED, ADOPTED AND APPROVED this 24 day of July 2007.

PIMA COUNTY BOARD OF SUPERVISORS:

Vice-Chairman, Ramon Valadez JUL 24 2007

ATTEST:

Clerk Board of Supervisors

APPROVED AS TO FORM:

Deputy County Attorney

This is an Official Copy of the Pima County contract executed and on file with Pima County.

01613-01

Certificate of Clerk

The Town of Sahuarita, Pima County, Arizona

State of Arizona
County of Pima
Town of Sahuarita

I, Sandra R. Olivas, the duly appointed, qualified, and acting Clerk of the Town of Sahuarita, Pima County, Arizona, hereby certify that the foregoing is a true and correct, and compared copy of Resolution 2007-28, which was approved by the Sahuarita Town Council on the 29th day of May, 2007, and that a quorum was present thereat.

In Witness Whereof, I have hereunto set my hand and affixed my signature this 18th day of June, 2007.

Sandra R. Olivas, CMC, Town Clerk

This is an Official Copy of the Pima County contract executed and on file with Pima County.

SAHUARITA RESOLUTION NO. 2007-28

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF SAHUARITA, ARIZONA, ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH PIMA COUNTY FOR THE ACQUISITION AND MANAGEMENT OF OPEN SPACE IN THE SANTA CRUZ RIVER FLOODPLAIN USING FUNDS AUTHORIZED IN 2004 PIMA COUNTY BOND REFERENDUM.

WHEREAS, the Town Council has determined that it is necessary for the Town to enter into this agreement with the County to set forth the responsibilities of the Parties for the acquisition of the Property, for the development and implementation of Town's Open Space Plan for purposes of the expenditure of Open Space and Habitat Protection Bond Funds; and

WHEREAS, in order to move forward with the acquisition of potential properties, the County requires a formalized agreement between parties for fund expenditures; and

WHEREAS, the Town of Sahuarita hereby approves the agreement with Pima County, attached hereto as Exhibit "A", and desires to enter into the proposed agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Sahuarita, Arizona, as follows:

Section 1. The Town is hereby authorized to enter into the Intergovernmental Agreement with Pima County and the Town of Sahuarita, attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 2. The Mayor of the Town of Sahuarita is hereby authorized and directed to execute said Agreement on behalf of the Town of Sahuarita, and the Town staff is hereby authorized and directed to take all steps necessary to implement said Agreement and give it effect.

Section 3. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution and sections of the Town Code.

Section 4. All ordinances, resolutions, or motions and parts of ordinances, resolutions or motions of the council in conflict with the provisions of this Resolution are hereby repealed, effective as of the effective date of this Resolution. All internal references within the Town Code to any affected provision are hereby updated.

This is an Official Copy of the Pima County contract executed and on file with Pima County.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Sahuarita, Arizona, this 29th day of May, 2007.

Mayor Charles E. Oldham

ATTEST:

Sandra R. Olivas, CMC
Town Clerk

APPROVED AS TO FORM:

Daniel J. Hochuli
Town Attorney

This is an Official Copy of the Pima County contract executed and on file with Pima County.

Exhibit A

Pima County IGA

Acquisition and Management of Open Space

This is an Official Copy of the Pima County contract executed and on file with Pima County.