



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: 06/07/2016

or Procurement Director Award

**Contractor/Vendor Name (DBA):** Tucson Clean and Beautiful

**Project Title/Description:**

Community Beautification

**Purpose:**

This agreement authorizes vendor to administer an adopt a park, adopt a wash and a recycling and waste reduction education program.

**Procurement Method:**

A.R.S. §11-933

**Program Goals/Predicted Outcomes:**

Goal is community beautification through the use of volunteers for litter and trash pickup in county parks and washes. In addition, young people are taught the value and importance of recycling. The waste reduction program educates young people on what materials are recyclable, what goes to Household Hazardous waste and how food waste is composted.

**Public Benefit:**

The Adopt a Park/Wash program is built upon strong collaboration between public agencies, TCB and community organizations to keep Pima County clean and beautiful through environmental stewardship.

**Metrics Available to Measure Performance:**

Vendor is to provide annual financial report, annual operations report to include number of volunteers working at the parks and washes, bags of litter picked up and total volunteer hours expended at the parks/washes on behalf of Tucson Clean and Beautiful.

**Retroactive:**

Yes. Delay was due to vendor and county negotiations over contract conditions.

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**Original Information**

Document Type: CT Department Code: PR Contract Number (i.e., 15-123): 16-318  
Effective Date: 07/01/2015 Termination Date: 06/30/2017 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
 Expense Amount: \$ 80,000.00  Revenue Amount: \$ \_\_\_\_\_  
Funding Source(s): RFCD/RWRD

Cost to Pima County General Fund: \$0.00

Contract is fully or partially funded with Federal Funds?  Yes  No  Not Applicable to Grant Awards

Were insurance or indemnity clauses modified?  Yes  No  Not Applicable to Grant Awards

Vendor is using a Social Security Number?  Yes  No  Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Expense  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Robert Padilla

Department: Natural Resources, Parks and Recreation Telephone: 724-5235

Department Director Signature/Date: *Chrysanthemum 4/28/16*

Deputy County Administrator Signature/Date: *John W. Buhl 4/29/16*

County Administrator Signature/Date: *C. Dettelbach 4/29/16*  
(Required for Board Agenda/Addendum Items)

CONTRACT
NO. <u>CT-PR-16-318</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

## AGREEMENT

This Agreement is entered into effective as of the 1st day of July, 2015 (the "Effective Date"), by and between Pima County, a body politic and corporate of the state of Arizona (hereinafter "County"), and Tucson Clean and Beautiful, Inc., an Arizona non-profit corporation (hereinafter "TCB").

### RECITALS

- A. TCB is a non-profit corporation organized to promote and encourage resource conservation and habitat protection through community beautification. TCB is exempt from the payment of federal income tax under Section 501(c)(3) of the Internal Revenue Code.
- B. County and TCB desire to enter into a cooperative agreement to facilitate implementation and administration of various programs, including Adopt a Park, Adopt a Wash, and a Recycling and Waste Reduction Education Program (the "Programs") by TCB within Pima County for the enjoyment of the citizens of and visitors to Pima County.
- C. County has the authority, under A.R.S. § 11-933, to enter into agreements with private legal entities for the operation or administration of public parks.

### AGREEMENT

1. **Program Implementation and Funding.** County hereby authorizes TCB to implement the Programs as more specifically set forth in **Exhibits A, B and C** to this Agreement, for the purpose of litter pickup at County parks and County maintained washes through volunteers and implementation of a recycling education program as outlined therein under the terms and conditions of this Agreement. County will provide TCB with funding not to exceed forty thousand dollars (\$40,000.00) (the "Contract Amount") annually during the Initial Term of this Agreement. TCB will invoice Pima County on a quarterly basis for up to twenty-five percent (25%) of the Contract Amount provided that TCB includes a progress report delineating program implementation to accompany each invoice.
2. **Term.** The term of this Agreement commences on the Effective Date and terminates on June 30, 2017 (the "Initial Term"). Provided that TCB is not in default hereunder, TCB may request County to extend the term of this Agreement for three additional one (1) year periods by giving written notice to County of its desire to so extend the Agreement at least thirty (30) days and not more than ninety (90) days prior to expiration of the Initial Term. County will consider TCB's performance under this Agreement in determining whether to grant TCB an extension of this

Agreement. Any extension of the Initial Term of this Agreement is at the sole discretion of County.

3. **Non-Profit Tax-Exempt Status.** TCB will at all times during the term of this Agreement be a non-profit organization exempt from taxation under Section 501(c)(3) of the United States Internal Revenue Code (26 USC § 501(c)(3)). TCB will provide County a copy of TCB's letter of exemption from the U.S. Internal Revenue Service granting TCB such tax exempt status, and any analogous ruling from the Arizona Department of Revenue. TCB will notify County in writing and provide County with a copy of any ruling or inquiry from any governmental authority affecting or potentially affecting such status.
4. **Obligations of TCB.**
  - A. TCB will provide those services outlined in **Exhibits A, B and C**.
  - B. **Compliance with Laws.** TCB will comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, standards, policies, and executive orders with respect to its operations at the Parks and washes, including without limitation Pima County ordinances.
  - C. **Alcohol Prohibited.** Possession, consumption, or sale of alcoholic beverages is not permitted at the Parks. *No exceptions shall be permitted.*
5. **Maintenance of Parks.** County will maintain and repair the Parks.
6. **Utilities.** County will pay for all utilities at the Parks.
7. **Publicity.** TCB will, through coordination with NRPR, identify the Parks and washes as belonging to County in any publicity information that TCB publishes with regard to its activities at the Parks and washes and will acknowledge the contribution of County in TCB's annual reports, on TCB's websites and in TCB's publications.
8. **Environmental.** TCB will not cause or permit any hazardous or toxic substance or material to be brought upon, kept, or used in or about the Premises by TCB, its agents, employees, and volunteers. TCB will fully comply with all environmental rules and regulations with respect to TCB volunteer services operations at the Parks and washes and will remediate and clean up any contamination of the Parks and/or washes caused by TCB volunteer services occurring during the term of this Agreement at TCB's sole cost and expense.
9. **Reporting Provisions.** At least ninety (90) days prior to the expiration of any term of this Agreement, TCB will provide to County a copy of TCB's form 990 non-profit federal income tax return for the previous year together with a report of the total annual income of TCB from its operations of the various Programs with the county, to include number of volunteers working at the parks, bags of litter picked up and total volunteer hours expended at the Parks on behalf of TCB.
10. **Entry by County.** County may enter the Parks at any time to inspect the Parks and TCB's volunteer operations thereon.

11. **TCB not an Agent of County.** TCB is not an agent of County for any purpose under this Agreement or otherwise. TCB will control its activities at the Parks and washes, and County will not control those activities. TCB's employees and volunteers are not under the control of County.

12. **Approvals and Notices.** Where the approval of County is required in any section of this Agreement, that approval will mean approval of the Director of NRPR. Any notices required hereunder must be delivered personally or by certified mail, directed as follows:

If to County:

Christopher C. Cawein, Director

If to TCB:

Joan Lionetti

Pima County Natural Resources, Parks  
& Recreation  
3500 W. River Road  
Tucson, Arizona 85741

Tucson Clean and Beautiful  
P.O. Box 27210  
Tucson, AZ 85726

13. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by this reference.

14. **Insurance.**

A. **Types of Insurance Required.** TCB shall procure, prior to the Effective Date, and maintain throughout the term of this Agreement, the following insurance from an insurance company or companies approved by County:

- (1) Commercial general liability insurance with limits of \$1,000,000 combined single limit, per occurrence.
- (2) Automobile liability insurance covering all vehicles used at the Parks, with limits not less than \$1,000,000 combined single limit.
- (3) Workers' compensation insurance, including employer's liability insurance, if required by law.
- (4) Property insurance for the full insurable value of the personal property owned by, or under the control of, TCB.

B. **Certificates.** TCB shall provide County with copies of certificates of insurance showing the current status of all insurance policies. TCB shall, in addition, provide full, certified copies of all required insurance policies when requested by County in writing. All certificates of insurance shall provide for a guaranteed thirty (30) days written notice of cancellation, non-renewal, or material change. Any modifying language in a certificate of insurance must be deleted. County shall be an "additional insured" on all liability insurance policies.

C. **Changes to Insurance Requirements.** County may review the coverage, form, and amount of insurance required hereunder at any time. County shall notify TCB in writing of any

changes to the aforesaid insurance requirements, and TCB shall have sixty (60) days to comply with the requirements as changed. If TCB unable to comply, TCB may terminate the contract without further liability or obligation of either party to the other under the contract.

15. **Indemnification.** To the fullest extent permitted by law, TCB will defend, indemnify, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, losses, damage, cost and expense, including but not limited to reasonable attorney's fees and/or litigation expenses, arising out of or resulting from its conduct or operations at the Parks, or any accident, injury, damage, or violation of law whatsoever occurring in or at the Parks allegedly caused in whole or in part by any act or omission of TCB or anyone directly or indirectly employed by it, its agents, representatives, contractors, subcontractors, licensees, or anyone for whose acts it may be liable, regardless of whether it is caused in part by the negligent act or omission of County or any of its officers, agents, or employees. To the fullest extent permitted by law, TCB shall also indemnify County against any claim, liability, damage, cost, or expense arising out of the presence, disposal, or release of any hazardous substance, hazardous waste, hazardous materials, or petroleum products or by products on, from or under the Parks arising out of TCB's operations at the Parks during the term of this Agreement. Nothing in this section will require TCB to indemnify County for the county's own negligent act or omission.
16. **Non-Discrimination.** TCB will comply with applicable local, state and federal rules concerning equal employment opportunity and non-discrimination.
17. **Choice of Law.** The laws of the State of Arizona apply to any action relating to this Agreement. Any court action arising under this Agreement must be brought and maintained in a court in Pima County, Arizona.
18. **Default/Termination.** Either party may present written notice of default or non-performance to the other party. Upon failure of the non-performing or defaulting party to remedy the defect within thirty (30) days of such notice, the non-breaching party may terminate this Agreement. Both parties may pursue any other remedies provided by law for the breach of this Agreement. No right or remedy conferred or reserved is intended to be exclusive of any other right or remedy, and each is cumulative and in addition to any other right or remedy conferred or reserved in this Agreement.
19. **Personal Property.** TCB will maintain a current inventory of all items of personal property that it owns and places or maintains at the Parks. Any items of personal property left at the Parks upon expiration or earlier termination of this Agreement will become the property of County, and County may sell or otherwise dispose of said items without liability to TCB.
20. **Liens.** In the event TCB contract with contractors, subcontractor, mechanic, laborers or material man, TCB will timely pay all contractors, subcontractors, mechanics, laborers, or materialmen providing materials or services with respect to its operations at the Parks, and will not permit any lien to attach to the Parks or any interest therein. TCB will indemnify and defend County against all legal costs and charges resulting from any such lien.

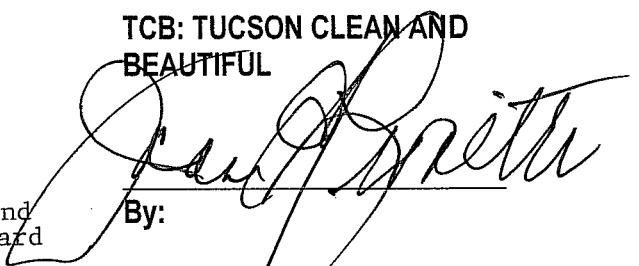
21. **Non-Waiver.** The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other party, or to take any action permitted as a result thereof, is not a waiver or relinquishment 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. The acceptance by either party of sums less than may be due and owing to it at any time is not an accord and satisfaction.
22. **Non-Assignment.** Any attempted assignment of this Agreement by either Party hereto without prior written consent from the other Party is void. This Agreement is binding on any and all successors and assigns to County and TCB.
23. **Non-Appropriation.** The performance by County under this Agreement may be dependent upon the appropriation of funds by the Board of Supervisors of the County, or the availability of funding from other sources. Should the governing body fail to appropriate the necessary funds, if County's appropriation is reduced during the fiscal year, or if funding becomes otherwise not legally available to County, then County may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. County agrees to notify TCB as soon as reasonably possible after the unavailability of said funds comes to County's attention.
24. **Entire Agreement.** This Agreement constitutes the entire contract between County and TCB with respect to the Parks, designated wash and recycling program events. No modification hereof is binding unless in writing and signed by both parties.
25. In the event the County appropriation is reduced or the scope of the work of this agreement is reduced, then TCB has the right to cancel the agreement without further duty or obligation.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

County: PIMA COUNTY,

Sharon Bronson, Chair, Board of Supervisors and  
Pima County Flood Control District Board

TCB: TUCSON CLEAN AND  
BEAUTIFUL

By: 

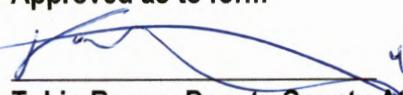
Date: \_\_\_\_\_

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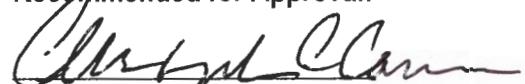
Attest:

Robin Brigode, Clerk of the Board of Supervisors and  
Pima County Flood Control District Board

Approved as to form

 4/28/16  
Tobin Rosen, Deputy County Attorney

Recommended for Approval:

  
Christopher C. Cawein, Director,  
Pima County Natural Resources, Parks and Recreation

## EXHIBIT A

### ADOPT A PARK PROGRAM

#### TCB Responsibilities

TCB will:

1. Provide NRPR by July 1<sup>st</sup> of each year a fully signed Adopt a Park Right of Entry form for each site adopted. NRPR will provide a fully executed copy to TCB. No prior notification is required for routine litter control activities once the Adopt a Park group is approved.
2. TCB will notify the NRPR Operations Division Manager a minimum of thirty (30) days prior to any proposed volunteer projects for project coordination other than litter removal. A separate Right of Entry (ROE) will be needed for each special project and waivers will need to be signed by all volunteers.
3. Each participant (or the parent or guardian of a minor) must sign a waiver for each event before work commences in the adopted park.
4. Completed waivers for the monthly litter cleanup will be turned over to NRPR annually on July 1<sup>st</sup> of each year.
5. Volunteers must be twelve (12) years of age or older. The group shall provide at least one adult, twenty-one (21) years of age or older, to supervise every ten (10) participants between twelve (12) and eighteen (18) years of age. Any volunteers younger than twelve (12) years of age must have their parent or legal guardian or designated adult or group leader accompany them at all times while they are volunteering.
6. Maximum volunteer hours of three (3) hours per person per day (for a total of eighteen (18) hours per week) while school is in session for youth volunteers.
7. Submit annual reports to NRPR showing the number of volunteers and volunteer hours each fiscal year for those participating in the Adopt-A-Park Program for each park (July 1<sup>st</sup> – June 30<sup>th</sup>).
8. Provide any landscape tools for cleanups.
9. Attached is a copy of the volunteer park adoption by groups.

#### Pima County NRPR Responsibilities

NRPR will:

1. Provide TCB ROE template for existing Adopt a Park programs.
2. Provide garbage bags for litter waste.

3. Haul away all garbage picked up by volunteers if the Adopt-A-Park group could not dispose of the garbage into the park's trash receptacles or dumpster.

## EXHIBIT B

### ADOPT A WASH PROGRAM

#### TCB Responsibilities

TCB will:

1. Be cognizant that the county maintained washes are typically owned by the Pima County Regional Flood Control District (RFCD) and any activities require RFCD approval.
2. Provide NRPR at least thirty (30) days advance notice of every proposed Adopt - A-Wash cleanup effort.
3. Provide NRPR by July 1<sup>st</sup> of each year a fully signed Adopt a Wash ROE form for each site adopted. NRPR and RFCD will provide a fully executed copy to TCB
4. After receiving NRPR and RFCD approval, coordinate and schedule volunteers for cleanup effort. TCB must provide at a minimum forty-eight (48) hour advance notice of all Adopt a Wash cleanup efforts. NRPR reserves the right to cancel any cleanup effort. No Adopt a Wash cleanup efforts will be approved during summer monsoon season.
5. Each participant (or the parent or guardian of a minor) must sign a waiver for each event before work commences in the wash or right-of-way. (See the waiver attachment).
6. Volunteers must be fourteen (14) years of age or older. The group will provide an adequate supervisor twenty-one (21) years of age or older, for every ten (10) participants between fourteen (14) and eighteen (18) years of age. Coordinate with NRPR and RFCD on the location to stockpile bags of trash and shopping carts hauled out of the wash for removal by NRPR or RFCD.
7. All volunteers must at all times adhere to the safety requirements: closed toe shoes, long sleeved shirts, work gloves and hats for protection from the sun.
8. Group will provide their own first aid kit and water for each clean-up.
9. Maximum volunteer hours of three (3) hours per person per day (for a total of eighteen (18) hours per week) while school is in session for youth volunteers.
10. Submit annual reports to NRPR showing the number of bags of trash and shopping carts hauled out of the wash. In addition, reports should include number of volunteers and volunteer hours each fiscal year for those participating in the Adopt-A-Wash Program for each wash (July 1<sup>st</sup> – June 30<sup>th</sup>).
11. Attached is a copy of the volunteer wash adoptions by groups.

12. No additional washes will be adopted unless the revision is approved in writing by the county and TCB agreement.

#### Pima County NRPR Responsibilities

NRPR will:

1. Review all proposed Adopt- a- Wash cleanup efforts in a timely manner.
2. Coordinate with RFCD to determine if the proposed adoption is acceptable to them.
3. Respond to TCB within thirty (30) business days whether cleanup effort is approved.
4. Provide garbage bags for litter waste.
5. Haul away all garbage picked up by volunteers and coordinate the pickup of shopping carts by the appropriate agency.
6. Provide safety vests to be worn by all volunteers.

#### EXHIBIT C

#### RECYCLING & EDUCATION PROGRAM

##### TCB Responsibilities

TCB will:

1. Provide Master Recycler Training in cooperation with ReCommunity Material Recovery Center
2. Provide a minimum of five (5) E Pluribus Recycles Play annually to Pima County elementary schools
3. Provide one (1) RUMBA Recycled Art Contest to schools partnering with SAHBA Spring Home Builder Show at the Convention Center.
4. Maintain and update waste management directory with current recycling reuse companies and current waste management and waste reduction services throughout the metro area.
5. Provide a minimum of two (2) electronic material recycling events
6. Respond to emails and phone lines update and recycling information on website
7. Provide educational material for information at events.