



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

Requested Board Meeting Date: April 4, 2017

or Procurement Director Award ☐

**Contractor/Vendor Name (DBA):** City of Tucson

**Project Title/Description:**

Pima Animal Care Center (PACC)/Columbus Park Access License (Acq-0358)

**Purpose:**

License to allow for delivery vehicles to use Columbus Park roadway to delivery needed supplies

**Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

**Program Goals/Predicted Outcomes:**

To obtain a license to allow the use of park roads to deliver supplies to PACC

**Public Benefit:**

To continue to provide exceptional care to the animals of Pima County

**Metrics Available to Measure Performance:**

The required license will be available for use for the term of 25 years and will need to be renewed upon expiration. Use of roadway will allow for delivery vehicles to deliver food, cleaning supplies, medical and office supplies. Access will give Fire Department access to the north side of site if needed.

**Retroactive:**

Yes, became effective upon City of Tucson executing license on 2/13/2017.

**Original Information**

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 17-0186

Effective Date: 2/13/2017 Termination Date: 2/12/2042 Prior Contract Number (Synergen/CMS):

☐ Expense Amount: \$ ☐ Revenue Amount: \$

Funding Source(s): N/A

Cost to Pima County General Fund:

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:

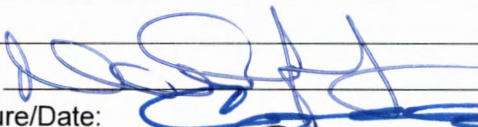
To: COB - 3.22.17 (11)  
Ver. - 1  
pgs. - 8

Procure Dept 03/22/17 PM10:02

Contact: Bill Satterly

Department: RPS

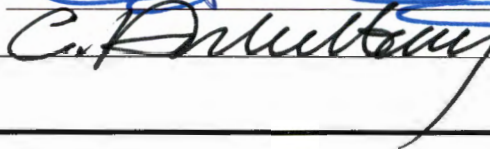
Telephone: 724-6318

Department Director Signature/Date: 

Deputy County Administrator Signature/Date: 

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)



3/20/17  
3/20/17

For Recorder's Use Only

CONTRACT	
NO.	<u>CTN-PW-17-186</u>
AMENDMENT NO.	_____
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

## City of Tucson LICENSE

THIS AGREEMENT is made between the City of Tucson, ("City"), and Pima County, a subdivision of the State of Arizona, ("Licensee"). The parties agree as follows:

1. Grant of Permission. City hereby gives permission, revocable and terminable as provided herein, to Licensee for the use of the property being a portion of Pima County Assessor Tax parcel 103-04-001R for the purpose stated herein and none other, said licensed area being over, upon and across that certain meandering road described as part of Christopher Columbus Park and depicted on the attached Exhibit "A" (the road designated on Exhibit A, and no other portion of City's property, (hereinafter referred to as the "Property").
2. Purpose. The License authorizes the Licensee a non-exclusive right to use the Property for Licensee's vehicle access used in conjunction with Licensee's animal facilities and for no other purpose. The Property is not a public roadway.

3. Conditions of Use:

- a. Should any portion of the Property need maintenance work during the period of this License Agreement, Licensee shall report the maintenance issue to the City.
- b. Excluding normal wear and tear, if the above referenced maintenance item was a direct result of the Licensee's use, Licensee shall be responsible for the cost to repair the item.
- c. Licensee shall construct driveways and install flush concrete headers as shown in attached Exhibit "B" (hereinafter referred to as the "Improvements"). Licensee shall maintain and repair the Improvements as needed. Licensee shall be responsible for all cost associated with such maintenance and repair.
- d. Licensee shall provide to the City all contact information for Licensee and Licensee's representatives, sub-contractors or others that will be using the Property on behalf of the Licensee.
- e. The Property shall be limited to deliveries in accordance with the conditions set forth in attached Exhibit "C."

4. Hold Harmless. All costs associated with the use of the Property shall be at the sole expense of Licensee. Licensee assumes responsibility and liability for any injury or damage to the above described right-of-way or to any person while using the above described right-of-way caused by or arising out of the exercise of this License. To the fullest extent allowed by law, Licensee indemnifies, defends, and holds harmless The City, its officers, departments, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature arising out of this License, which are attributed, in whole or in part to Licensee's use of the Property, or to any act or omission of the Licensee, its agents, employees, or anyone acting under its direction, control or on its behalf, whether intentional or negligent in connection with or incident to this License. Licensee's responsibilities shall not extend to the negligence of The City, its officers, departments, employees and agents. This indemnity shall survive the termination of the License.

5. Insurance. City acknowledges that Licensee is self-insured. Licensee agrees to maintain coverages sufficient to satisfy its insurance obligation covering the use of the Property, but not less than \$2,000,000 commercial general liability insurance throughout the term of this License. Licensee will supply verification of coverage or a letter of self-insurance responsibility on an annual basis to City of Tucson Real Estate Division.



6. Annual Fee. There will be no fee associated with this License.
7. Permits. This License is not a right of way use permit. Following the granting of this License by City, Licensee shall obtain all applicable permits, if required.
8. Term. This License shall run for a period of 25 (twenty-five) years from the date this License is executed by City of Tucson. Notwithstanding any other condition, this License may be terminated by either party or revoked by the City of Tucson upon ninety days' written notice to the other. City of Tucson may terminate or revoke by recording a termination or revocation statement executed by the Director of the City Parks Department. When this License lapses, terminates or is revoked, Licensee shall discontinue use of the City Property. The indemnifications set forth in Paragraph 4 above shall survive the termination or revocation of this License
9. Licensee Has No Interest or Estate. Licensee agrees that it has no claim, interest, or estate at any time in the Property by virtue of this License or its use hereunder. Upon termination or revocation of this License, Licensee shall terminate any and all use of the Property.

LICENSEE:

By: \_\_\_\_\_  
Pima County, Arizona

State of Arizona       )  
                                  )  
County of Pima        )       ss

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the parties hereto have executed this License.

City of Tucson

By: \_\_\_\_\_

James A. Rossi, Acting Administrator  
Real Estate Division

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

2/13/17

Approved as to Content: \_\_\_\_\_

Joan Stauch, Director  
Parks and Recreation Department

Approved as to Form: \_\_\_\_\_

Damian Fellows  
Principal Assistant City Attorney

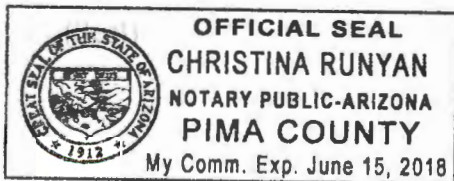
State of Arizona )

) ss

County of Pima )

This instrument was acknowledged before me this 13 day of February,  
2017, by James A. Rossi, as \_\_\_\_\_ of \_\_\_\_\_

Notary Public



**COUNTY: PIMA COUNTY, a political subdivision of the State of Arizona:**

\_\_\_\_\_  
Chair, Board of Supervisors

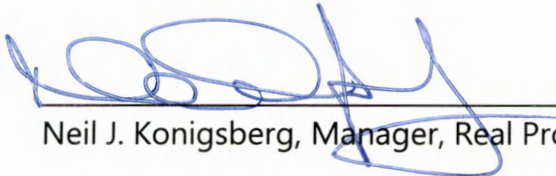
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Julie Castaneda, Clerk of Board

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Neil J. Konigsberg, Manager, Real Property Services

 3/20/17  
\_\_\_\_\_  
Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

 2/28/17  
\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney



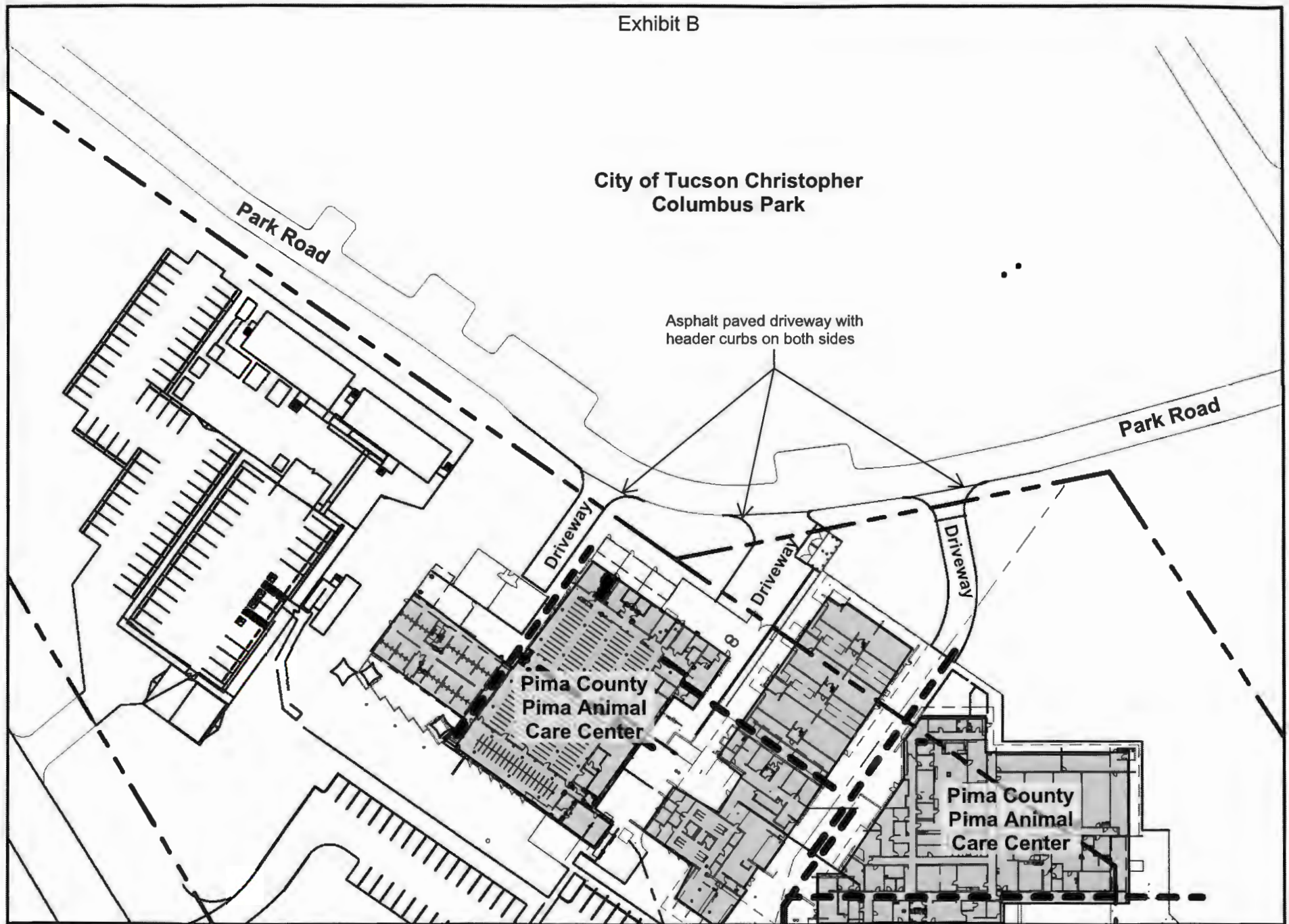
Exhibit A





Exhibit B

City of Tucson Christopher  
Columbus Park



## Exhibit C

### Columbus Park Access for PACC Truck delivery time, frequency and vehicle type

- Access for deliveries are limited to Columbus Park Hours of Operation
  - Hours are subject to change
- Fire Department access to north side of site
  - Used for emergencies
  - Annual hydrant test
- Food
  - Once/week
  - Small Flatbed delivery truck
- Cleaning supplies
  - Once/week
  - Small tractor trailer, five axle
- Medical
  - Once/month
  - Panel Truck
- Office Supplies
  - Once/month
  - Panel truck