



CTN. PR. CMS135921-04
Effective Date 1-31-2013
Term Date 1-31-2015
Cost \$4,800.-
Revenue
Total
ACTION
Renewed by 11-1-14
Term 1-31-15
Reviewed by VL

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: October 8, 2013

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Amendment No. 4 is to extend the Contract for a period of two years, from January 31, 2013 to January 31, 2015.

CONTRACT NUMBER (If applicable): CTN CMS135921 - Am. 04

STAFF RECOMMENDATION(S):

Staff respectfully recommends the approval of this Amendment.

Procure Dept 09/16/13 PM0231

CORPORATE HEADQUARTERS:

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Vendor-1

Pgs. 3

To: CoB- 9.25.13
Agenda 10-8-13
(3)

CLERK OF BOARD USE ONLY: BOS MTG. 10/1/2013

ITEM NO. _____

PIMA COUNTY COST: _____ and/or REVENUE TO PIMA COUNTY: \$ 4,800.-
(2,400.- per yr.)

FUNDING SOURCE(S): Tucson Audubon Society

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
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Board of Supervisors District:

1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4	<input type="checkbox"/>	5	<input type="checkbox"/>	All	<input checked="" type="checkbox"/>
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IMPACT:

IF APPROVED:

The Tucson Audubon Society will continue to operate a nature shop in the Visitor Center at Agua Caliente Park for the benefit of the public and the enhancement of the County's mission at the park.

IF DENIED:

The Nature Shop will close.

DEPARTMENT NAME: Natural Resources, Parks and Recreation

CONTACT PERSON: Evelyne R. Thorpe TELEPHONE NO.: 877-6230

**PIMA COUNTY DEPARTMENT OF NATURAL
RESOURCES, PARKS AND RECREATION**

PROJECT: Nature Shop at Agua Caliente Park

CONTRACTOR: Tucson Audubon Society

CONTRACT NO.: 11-05-T-135921-0205

CONTRACT AMENDMENT NO.: Four (#04)

CONTRACT

NO. CTN-PR-CMS 135921

AMENDMENT NO. 04

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

ORIG. CONTRACT TERM: 02/01/2005- 01/31/2007

TERMINATION DATE PRIOR AMENDMENT: 01/31/13

TERMINATION THIS AMENDMENT: 01/31/15

ORIG. CONTRACT AMOUNT: \$4,800.00 (rev)

PRIOR AMENDMENTS: \$14,400.00 (rev)

AMOUNT THIS AMENDMENT: \$4,800.00 (rev)

REVISED CONTRACT AMOUNT: \$24,000.00 (rev)

CONTRACT AMENDMENT

WHEREAS, COUNTY and CONTRACTOR entered into a Contract for services as referenced above; and

WHEREAS, CONTRACTOR and COUNTY, pursuant to Article I - Term, have agreed to extend the Contract term for a period of two years; and

NOW, THEREFORE, it is agreed as follows:

CHANGE: ARTICLE 1 - TERM:

From: "... shall terminate on the 31st day of January, 2013..."

To: "... shall terminate on the 31st day of January, 2015..."

CHANGE: ARTICLE 23 - INDEMNIFICATION:

From: "Indemnification. TAS agrees to indemnify, defend, and hold harmless County its officers, 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 Agreement that are attributed to any act, omission, fault, or negligence by the TAS, or its officers, employees, or agents or anyone under its direction or control or on its behalf in connection with the Agreement or its operation of the nature store. "

To: "Indemnification. To the fullest extent permitted by law, TAS shall 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 this Agreement or TAS' operation of the nature store, or any accident, injury, damage, or violation of law whatsoever occurring in or at the nature store or surrounding property allegedly caused in whole or in part by any act or omission of TAS 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, TAS 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 arising out of or resulting from this Agreement or TAS' operation of the nature store during the term of this Agreement."

CHANGE: ARTICLE 25 - INSURANCE:

From: "TAS shall obtain and maintain at its own expense, during the entire term of this Agreement, the following type(s) and amounts of insurance:

Commercial General Liability	\$1 million
Comprehensive Automobile Liability	\$1 million combined single limit
or,	\$1 million bodily injury
and	\$1 million property damage

Statutory Workers Compensation including Employers Liability as required by law.

Insurance shall be from carriers acceptable to County. TAS shall provide County with certificates of insurance prior to the effective date of this Agreement. Commercial General Liability shall name Pima County as an "Additional Insured." All certificates shall provide for a 30-day advance notice of modification, material change, non-renewal or cancellation. TAS shall provide County with evidence of statutory workers' compensation coverage."

To: "Types of Insurance Required. TAS shall procure, and maintain throughout the term of this Agreement, the following insurance from an insurance company or companies approved by County:

- Commercial general liability insurance with limits of \$2,000,000 combined single limit, per occurrence.
- Automobile liability insurance covering all vehicles used in conjunction with TAS' operation of the nature store, with limits not less than \$1,000,000 combined single limit.
- Workers' compensation insurance, including employer's liability insurance, if required by law.
- Property insurance for the full insurable value of the personal property owned by, or under the control of, TAS in conjunction with TAS' operation of the nature store.

Certificates. TAS shall provide County with copies of certificates of insurance showing the current status of all insurance policies. TAS 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. Pima 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 TAS in writing of any changes to the aforesaid insurance requirements, and TAS shall have sixty (60) days to comply with the requirements as changed."

The effective date of this Amendment shall be the date of execution.

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

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

PIMA COUNTY

Ramón Valadez
Chair, Board of Supervisors

Date _____

TUCSON AUDUBON SOCIETY:

Name: Ann Green
Title: Executive Director

Date: 9/10/2013

APPROVED AS TO FORM:

Tobin Rosen,
Deputy County Attorney

Date 8/15/13

APPROVED AS TO CONTENT

Christopher C. Cawein, Director
NATURAL RESOURCES, PARKS & RECREATION

8/15/13
Date

ATTEST:

Clerk of the Board