



Contract Number: CTN-PR-14 * 005
Effective Date: 7-1-13
Term Date: 6-30-14
Cost: _____
Revenue: \$5,000.-
Total: _____ NTE: _____
Action: _____
Renewal By: 4-1-14
Term: 6-30-14
Reviewed by: [Signature]

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: August 6, 2013

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

The City of Tucson agrees to purchase a certain number of tall landscaping pots (Tall Pots) from the County's Natural Resources Parks and Recreation Department.

CONTRACT NUMBER (If applicable): CTN13*0227 CTN 14 * 5

STAFF RECOMMENDATION(S):

Staff respectfully recommends the approval of this IGA.

Procure Dept 07/10/13 PM01:08

CORPORATE HEADQUARTERS: _____

To: COB- 7.24.13
Agenda- 8.6.13
(3)

CLERK OF BOARD USE ONLY: BOS MTG. August 6, 2013

ITEM NO. _____

PIMA COUNTY COST: _____ and/or REVENUE TO PIMA COUNTY: \$5,000.00

FUNDING SOURCE(S): _____

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

Advertised Public Hearing:

		YES	X	NO
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Board of Supervisors District:

1		2		3		4		5		All	Xx
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IMPACT:

IF APPROVED:

The City of Tucson will purchase Tall Pots from the County.

IF DENIED:

The City will not be able to purchase Tall Pots from the County.

DEPARTMENT NAME: Natural Resources, Parks and Recreation

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

<p>PIMA COUNTY DEPARTMENT OF: NATURAL RESOURCES, PARKS & RECREATION</p> <p>PROJECT: INTERGOVERNMENTAL AGREEMENT</p> <p>CONTRACTOR: City of Tucson, Department of Transportation</p> <p>CONTRACT NO.: CTN-13*0227 CTN 14 # 5</p> <p>CONTRACT FOR FURNISHING OF TALL POTS</p>	<table border="1"> <tr> <td data-bbox="938 321 1421 363" style="text-align: center;">CONTRACT</td> </tr> <tr> <td data-bbox="938 363 1421 426">NO <u>CTN PR-14 00000 00000 00000 005</u></td> </tr> <tr> <td data-bbox="938 426 1421 468">AMENDMENT NO. _____</td> </tr> <tr> <td data-bbox="938 468 1421 583">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>	CONTRACT	NO <u>CTN PR-14 00000 00000 00000 005</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
CONTRACT					
NO <u>CTN PR-14 00000 00000 00000 005</u>					
AMENDMENT NO. _____					
This number must appear on all invoices, correspondence and documents pertaining to this contract.					
TERM: July 1, 2013 to June 30, 2018	IGA AMOUNT: \$5,000.00				

This Intergovernmental Agreement (IGA) (hereinafter "Agreement") is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the City of Tucson, an Arizona municipal corporation ("City") pursuant to A.R.S. § 11-952.

WITNESSETH

WHEREAS, it is the desire of the City to contract with the County to provide a certain number of tall landscaping pots (hereinafter "Pots") that County utilizes in conjunction with the operation of County's Natural Resources, Parks and Recreation Department;

NOW, THEREFORE, the City and County, pursuant to the provisions of A.R.S § 11-951 et. seq., and in consideration of the covenants and conditions hereinafter set forth and the faithful performance thereof, do mutually agree as follows:

AGREEMENT

SECTION 1. Purpose.

The purpose of this Agreement is to set forth the responsibilities of the parties for the provision of Tall Pots from County to City.

SECTION 2. Scope of Services.

The County shall at the written request of City, by either a memorandum or purchase order, provide a certain number of Tall Pots in increments of fifty (50) Tall Pots per order at the request of City. The City shall work with the County to request the genus and species of trees to be grown a minimum of 90 days prior to purchase. City shall from time to time request a quantity of Tall Pots from County a minimum of 30 days in advance of the date the City requires the pots. No trees planted in Tall Pots shall be more than 120 days grown in the Pots. City shall arrange to pick up Pots from County at 2600 W. Sweetwater at City's sole cost and expense.

SECTION 3. Manner of Financing and Budgeting.

- a. The County shall invoice the City Dept. of Transportation for Pots requested as described above in Section 2-Scope of Service. As of this agreement date the cost per Pot shall be Twenty-five Dollars (\$25.00) for the first year of this Agreement. Cost per Pot shall be determined annually thereafter as a set cost for that year.
- b. The City shall pay the County the sum invoiced for the Pots within thirty (30) days of receipt of invoice.

SECTION 4. Effective Date:

This Agreement is effective for a one-year period from July 1, 2013.

SECTION 5. Extension.

This Agreement may be extended for up to five (5) annual terms by the written consent of the respective Pima County Parks and Recreation and City of Tucson Transportation Directors of both parties.

SECTION 6. Termination.

This Agreement may be terminated at any time by mutual written consent or by the City or County with or without cause upon giving a ninety (90) days written notice. In the event this Agreement is terminated the City shall be responsible and obligated for payment for Pots received and accepted or for any Pots ordered by County in reliance upon a written request by City for such Pots prior to the date of termination.

SECTION 7. Enforcement, Laws and Ordinances.

This agreement shall be enforced under the laws of the State of Arizona. Both parties must comply with all federal, state, county, and city laws, ordinances, and regulations.

SECTION 8. Indemnification.

City shall indemnify, defend and hold County, its officers, employees and agents harmless from and against any and all claims, suits, actions, legal administrative proceedings, demands or causes of action whatsoever, and costs attendant thereto, arising or alleged to have arisen in whole or in part out of the furnishing of Pots by County to City or out of any applications, purposes or uses which City makes of any Pots furnished pursuant to this Agreement. In addition to the foregoing, City shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all claims, suits, actions, legal administrative proceedings, demands or causes of action whatsoever, and costs attendant thereto, arising or alleged to have arisen in whole or in part out of any act, omission, fault or negligence by the City, its agents, employees or anyone under its direction or control or on its behalf in connection with City's performance of this Contract.

SECTION 9. ADA Compliance.

The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

SECTION 10. Equal Employment.

Each party agrees to comply with all applicable federal and state equal employment laws and its respective codes regulating equal employment.

SECTION 11. Notices.

All notices required to be made herein shall be sent to the parties at their addresses as they appear below or to other such places as designated by the parties from time to time:

City: Department of Transportation
201 North Stone Avenue, 5th Floor
Tucson, AZ 85701

County: Natural Resources, Parks and Recreation Department
3500 West River Road
Tucson, AZ 85741

SECTION 12. Jurisdiction

Nothing in this Agreement is to be construed as either limiting or extending the legal jurisdiction of either party to this Agreement.

SECTION 13. Arbitration.

To the extent applicable, each party agrees to use arbitration as provided in Arizona Revised Statutes, 12-1518 et. seq. to resolve disputes arising out of terms of this Agreement.

SECTION 14. Cancellation

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. section 38-511, the relevant provisions of which are incorporated herein by reference.

SECTION 15. Miscellaneous Provisions

A. The parties agree to comply with Executive Order 75-5, as amended by Executive Order 99-4, and to comply with all applicable state and federal laws, rules and regulations regarding equal opportunity, nondiscrimination and affirmative action;

B. No assignment of this Agreement or subcontract shall be made by the County with any other party for furnishing any of the services herein contracted for without the advance written approval of the City's Department of Procurement. City may not assign any of its rights under this Agreement. All

subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract. The County is responsible for contract performance whether or not subcontractors are used.

C. It is not intended by this Agreement to, and nothing contained in this 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 City employees. Except for the indemnification requirements of section 8 of this Agreement, neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other.

D. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in any third parties not a party to this Agreement.

E. 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, 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.

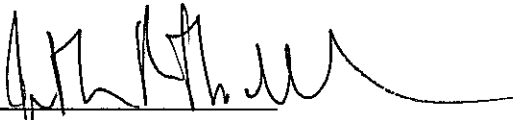
F. County is entering this Agreement solely as a matter of accommodation to City. County makes no representation or warranty that the Pots to be furnished to City pursuant to this agreement are fit for any particular purpose or use to which the City may place the Pots

G. This document constitutes the entire agreement between the parties pertaining to this subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, all parties have affixed their signature to this agreement on the dates written below.

APPROVED:

CITY OF TUCSON

BY: 
Mayor


DATE: June 11, 2013

PIMA COUNTY

BY: _____
Chairman, Board of Supervisors


DATE: _____

APPROVED AS TO CONTENT:

BY: 
Rafael Payan, Ph.D. Director

DATE: 04.23.2013

ATTEST:

BY: 
Roger Randolph June 11, 2013
City Clerk

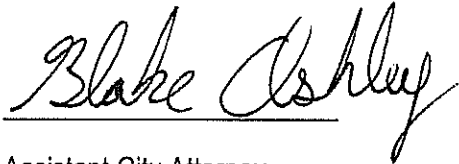
ATTEST:

BY: _____
Robin Brigode
Clerk of the Board

Intergovernmental Agreement Determination

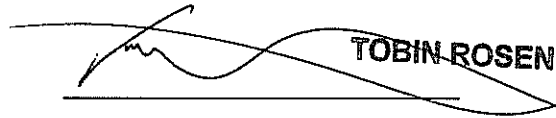
The foregoing Intergovernmental Agreement between Pima County and the City Of Tucson has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

CITY OF TUCSON:

A handwritten signature in cursive script that reads "Blake Ashley". The signature is written in black ink and is positioned above a horizontal line.

Assistant City Attorney

PIMA COUNTY:

A handwritten signature in cursive script that reads "Tobin Rosen". The signature is written in black ink and is positioned above a horizontal line. The name "TOBIN ROSEN" is printed in bold, uppercase letters to the right of the signature.

Deputy County Attorney