



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

Requested Board Meeting Date: June 6, 2017

or Procurement Director Award

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

**Project Title/Description:**  
Community Beautification

**Purpose:**

This agreement authorizes vendor to administer four programs: adopt a park, adopt a wash, commemorative tree and memorial wall at Children's Memorial Park.

**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. TCB will administer the Santa River Park commemorative tree program, as well as the memorial wall program at Children's Memorial Park.

**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:**

TCB will 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:**

No

*To: CoB. 5-11-17 (2)  
Ver. - 1  
pgs. - 13*

Procure Dept 05/09/17 PM04:09

**Original Information**

Document Type: CT Department Code: PR Contract Number (i.e.,15-123): 17-340

Effective Date: 7-1-17 Termination Date: 06/30/2018 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$ 40,000.-  Revenue Amount: \$ \_\_\_\_\_

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

Cost to Pima County General Fund: \$40,000.00

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: Robert Padilla

Deputy County Administrator Signature/Date: [Signature] 5/9/17

County Administrator Signature/Date: [Signature] 5/9/17  
(Required for Board Agenda/Addendum Items)

<b>CONTRACT</b>
<b>NO.</b> <u>CT-PR-17-340</u>
<b>AMENDMENT NO.</b> _____
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, 2017 (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, a Commemorative Tree Program, a Memorial Wall 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, C, and D** to this Agreement, for the purpose of litter pickup at County parks and County maintained washes, administrative responsibility of planting commemorative trees, administration of the memorial wall at Children's Memorial Park 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, 2018 (the "Initial Term"). Provided that TCB is not in default hereunder, TCB may request County to extend the term of this Agreement for four 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. **Purchase of Trees.** TCB will provide Pima County's Native Plant Nursery ("NPN") first right of refusal for TCB to purchase all trees to be planted by TCB at Pima County Parks from NPN at market prices to be determined by the Director of County's Department of Natural Resources, Parks and Recreation ("NRPR"). In addition, if TCB requires the assistance of NPN for planting trees, TCB will reimburse NPN for planting of trees, including staff time and materials used. In addition, TCB may buy trees from NPN for use at other public facilities subject to availability.
4. **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.
5. **Obligations of TCB.**
  - A. TCB will provide those services outlined in **Exhibits A, B, C, and D.**
  - B. **Fees to Public.** TCB may charge fees to members of the public for the designation and planting of commemorative trees.
  - C. **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, including without limitation Pima County ordinances.
  - D. **Alcohol Prohibited.** Possession, consumption, or sale of alcoholic beverages is not permitted at the Parks. *No exceptions shall be permitted.*
  - E. **Product Review.** County has the right to review and approve of all natural or manufactured products to be installed or used by TCB at the Parks. TCB will utilize only those plants and other items consistent with the mission and purpose of TCB as a non-profit corporation dedicated to resource conservation and protection. TCB will obtain the prior approval of the Director of NRPR prior to planting any trees at any Park.
  - F. **Warranty.** NPN will provide a one (1) year warranty to TCB on all trees that TCB plants pursuant to this Agreement. NPN will provide TCB with a replacement of any tree that is no longer viable during the one (1) year period following the planting of that tree for any cause whatsoever with a similar tree of like species. The warranty obligations of NPN pursuant to this paragraph will survive termination of this Agreement until all applicable warranty periods have expired.
6. **Improvements to Parks.** In no event will TCB make any improvements to any of the Parks other than those shown in **Exhibits A, B, C, and D**, including but not limited to the installation

of any monument walls or structures, without the prior written approval of the Director of NRPR with regard to the nature, extent and location of the improvements. Any improvements authorized to be installed by TCB shall be constructed in a good and workmanlike manner using new materials, in compliance with the approved plans and specifications and with all applicable laws, rules, and regulations, including all applicable building, plumbing and other codes. TCB acknowledges that County will not erect memorial walls unless and until such funding becomes available, and that the decision whether and where to erect any new memorial walls rests in the sole discretion of County.

7. **Maintenance of Parks.** County will maintain and repair the Parks. All trees planted and all improvements installed upon County Parks become the property of County as and when planted or installed.
8. **Utilities.** County will pay for all utilities used at the Parks. TCB must take reasonable steps to minimize and conserve any utilities that it uses in the performance of this Agreement.
9. **Publicity.** TCB will, through coordination with NRPR, identify the Parks as belonging to County in any publicity information that TCB publishes with regard to its activities at the Parks and will acknowledge the contribution of County in TCB's annual reports, on TCB's websites and in TCB's publications.
10. **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, contractors or invitees. TCB will fully comply with all environmental rules and regulations with respect to its operations at the Parks and will remediate and clean up any contamination of the Parks caused by TCB occurring during the term of this Agreement at TCB's sole cost and expense.
11. **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, to include number of trees planted, number of volunteers working at the parks, bags of litter picked up, and total volunteer hours expended at the Parks on behalf of TCB.
12. **Entry by County.** County may enter the Parks at any time to inspect the Parks and TCB's operations thereon.
13. **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 County will not control those activities. TCB's employees and contractors are not under the control of County.
14. **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  
NRPR  
3500 W. River Road  
Tucson, Arizona 85741

If to TCB:  
Tom Ellis, Executive Director  
Tucson Clean and Beautiful  
P.O. Box 27210  
Tucson, AZ 85726-7210

15. **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.

16. **Insurance.** The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The County in no way warrants that the minimum limits contained herein are sufficient to protect TCB from liabilities that might arise out of the performance of the work under this Agreement TCB, his agents, representatives, employees, or subcontractors.

A. Minimum Scope and Limits of Insurance – TCB shall provide coverage with limits of liability not less than those stated below and maintain at its own expense, during the entire term of the Agreement the following type(s) and amounts of insurance:

- 1) Commercial General Liability:
  - a. Each Occurrence \$2,000,000
  - b. General Aggregate \$2,000,000
- 2) Automobile Liability Insurance: Bodily injury and property damage for any owned, non-owned and hired vehicles used
  - a. Combined Single Limit (CSL).....\$1,000,000
- 3) Workers' Compensation coverage including employee's liability coverage. Employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit
- 4) Property: Property insurance for the full insurable value of the personal property owned by, or under the control of, TCB. The County will not be responsible for damage to loss of personal property belonging to TCB. Additional Insurance Requirements:
- 5) All policies, excluding the workers' compensation policy, shall be endorsed to include District and Pima County as an additional insured with the following additional insured language: "District shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Licensee."
- 6) On insurance policies where Pima County and its district is named as an additional insured, as its interest may appear. Pima County and its districts shall be an additional insured to the full limits of liability purchased by TCB even if those limits of liability are in excess of those required by this Agreement.
- 7) The Commercial General Liability, Automobile Liability, and Workers' Compensation policies shall all contain a waiver of transfer of the

rights of recovery (subrogation) against Pima County and its districts for any claims arising out of the Licensee's work or service.

- 8) Coverage provided by TCB shall not be limited to the liability assumed under the indemnification provisions of the Agreement.
- 9) TCB insurance shall be primary insurance and non-contributory with respect to all other available sources.

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. "Pima County and its districts" shall be an "additional insured" on all General Liability insurance policies.

C. Changes to Insurance Requirements. County may review the coverage, form, and amount of insurance required. County shall notify TCB in writing of any changes to the insurance requirements at time of contract/agreement renewal.

17. **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.
18. **Non-Discrimination.** TCB will comply with applicable local, state and federal rules concerning equal employment opportunity and non-discrimination.
19. **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.
20. **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.

21. **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.
22. **Liens.** 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.
23. **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.
24. **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.
25. **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.
26. **Entire Agreement.** This Agreement constitutes the entire contract between County and TCB with respect to the Parks and no modification hereof is binding unless in writing and signed by both parties.

**Remainder of this page intentionally left blank**

EXECUTED this \_\_6th\_\_ day of \_\_June\_\_, 2017.



County: PIMA COUNTY,

TCB: TUCSON CLEAN AND BEAUTIFUL

\_\_\_\_\_  
Sharon Bronson, Chair, Board of Supervisors

  
\_\_\_\_\_  
Maximiliano Torres, President

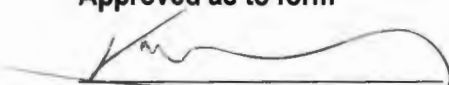
Date: \_\_\_\_\_

Date: 4/12/17

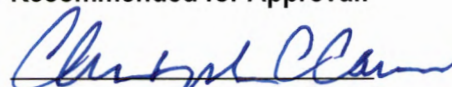
Attest:

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

Approved as to form

 4/27/17  
\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney

Recommended for Approval:

 4/27/17  
\_\_\_\_\_  
Christopher C. Cawein, Director,  
Pima County Natural Resources, Parks and Recreation

ADOPT A PARK PROGRAM

TCB Responsibilities

TCB will:

1. Notify Pima County Natural Resources Parks and Recreation Department (NRPR) on all new requests to participate in the Adopt-A-Park of Program for NRPR Parks. After receiving NRPR approval for a group to Adopt-A-Park, TCB will implement/oversee a six month trial period for the group to coordinate and schedule volunteers to perform at a minimum once per month cleanup efforts at their adopted park.
2. If trial program is successful TCB will set-up a dedication ceremony for the group at the park coordinating with NRPR and the appropriate Board of Supervisor representative. TCB is responsible for all costs associated with the dedication ceremony efforts including marketing and outreach notifications, tables, chairs, and Public Address system and refreshments.
3. 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.
4. 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.
5. Each participant (or the parent or guardian of a minor) must sign a waiver for each event before work commences in the adopted park. See the attached form of waiver.
6. Completed waivers for the monthly litter cleanup will be turned over to NRPR annually on July 1<sup>st</sup> of each year.
7. 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 accompany them at all times while they are volunteering.
8. 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.
9. 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>).

## Pima County NRPR Responsibilities

### NRPR will:

1. Review all NEW Adopt a Park cleanup efforts in a timely manner. Respond to TCB within ten (10) business days whether cleanup effort is approved.
2. Provide TCB ROE template for existing Adopt a Park programs. NRPR will create new ROE forms for NEW Adopt a Park programs.
3. Provide garbage bags for litter waste.
4. 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.
5. If the Adopt a Park group successfully passes the trial period, NRPR will provide and install a sign recognizing the Adopt-A-Park group, including the area being adopted.



ADOPT A WASH PROGRAM

TCB Responsibilities

TCB will:

1. Notify and coordinate with NRPR on all new requests to participate in the Adopt-A-Wash Program for County Washes.
2. Be cognizant that the washes are owned by the Pima County Regional Flood Control District (RFCD) and any activities require RFCD approval.
3. Provide NRPR at least thirty (30) days advance notice of every proposed Adopt - A-Wash cleanup effort.
4. 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
5. 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.
6. 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).
7. 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.
8. 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.
9. Group will provide their own first aid kit and water for each clean-up.
10. 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.
11. 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>).

## Pima County NRPR Responsibilities

NRPR will:

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

## COMMEMORATIVE TREE PROGRAM

### TCB Responsibilities

#### TCB will:

1. Work cooperatively with Pima County's Native Plant Nursery (NPN) to purchase native trees at prices established by Pima County.
2. Be responsible for all costs associated with the installation of the trees.
3. Be responsible for all costs associated with the connection to the existing irrigation system provided by NRPR.
4. Be responsible for all costs associated with the design, construction and installation of the commemorative markers for each tree.
5. Be responsible for all announcements to individuals/groups who have purchased trees; create press releases and other printed materials and equipment for all dedication ceremonies to be conducted twice per year including tents, tables, chairs, podium, and refreshments.
6. Ensure that all aspects of the Project conform to all applicable municipal codes and standards.
7. Work jointly with NRPR on a case by case basis in determining if commemorative walls will be installed, how to share the construction costs, and how to share the long term maintenance costs.

### Pima County NRPR Responsibilities

#### NRPR will:

1. Provide locations for planting of commemorative trees or markers and location of irrigation system to be used.
2. If no source of water, NRPR will be responsible for providing an operational drip system for the new plantings of trees at NRPR's cost.
3. Provide contact person for communication/coordination of commemorative tree program
4. Install or replace damaged irrigation system components.
5. Provide and install replacement tree of same species for any tree lost due to disease, irrigation issues, or vandalism.
6. Be responsible for all costs associated with the replacement of the commemorative markers.
7. Provide all recurring day to day maintenance including tree care and irrigation.



8. Work jointly with TCB on a case by case basis in determining if commemorative walls will be installed, how to share the construction costs, and how to share the long term maintenance costs.
9. Pay for the usage of utilities (water, etc.) as needed for the Program

## EXHIBIT D

### CHILDREN'S MEMORIAL WALL PROGRAM

#### TCB Responsibilities

##### TCB will:

1. Administer the Children's Memorial Wall name engravings program.
2. Provide notice to parents/guardians once engraving is completed.
3. Be responsible for all costs for any wall improvements or expansion.
4. Provide a written request to NRPR for any permanent improvements.
5. Be responsible for all announcements to individuals/groups who have purchased name engravings; create press releases and other printed materials and equipment for all dedication ceremonies to be conducted twice per year including tents, tables, chairs, podium, and refreshments.

#### Pima County NRPR Responsibilities

##### NRPR will:

1. Provide TCB access to Children's Memorial Park for accessing granite memorial wall for purpose of engraving names, cleaning of memorial wall, the installation of any approved permanent improvements, or for any approved special events or dedications.
2. NRPR will respond to any requests by TCB for special events within ten (10) days.
3. NRPR will respond to any requests by TCB for permanent improvements within thirty (30) days.
4. Provide routine daily maintenance of the park including the memorial wall area.
5. Provide TCB a contact person for communication and coordination of memorial wall work.
6. Be responsible for all costs associated with the printing of brochures to advertise the Program, and will provide publicity and program printing as needed for the Program.