



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: February 2, 2016

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Jennifer Smith

Project Title/Description:

Re-naming of the Large Dog Park at Brandi Fenton Park

Purpose:

Contractor has donated \$30,000 to Pima County for improvements to the large dog park at Brandi Fenton Memorial Park. The Pima County Parks Commission unanimously approved the renaming of the Brandi Fenton Dog Park as the Austin Fitzgerald Memorial Dog Park at Brandi Fenton Memorial Park.

Procurement Method:

Revenue Contract

Program Goals/Predicted Outcomes:

Public Benefit:

Public receives additional amenities/improvements to the large dog park facility with non taxpayer funding.

Metrics Available to Measure Performance:

Retroactive:

No

Original Information

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

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

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

Funding Source(s): _____

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: _____

Procure Dept 12/23/15 PM04:04

DEC 24 15 10:09 AM 0942 PC CLK OF ID

Contact: Robert Padilla

Department: Natural Resources, Parks and Recreation

Telephone: 724-5235

Department Director Signature/Date:

 12/17/15

Deputy County Administrator Signature/Date:

 12/21/15

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

 12/23/15

RESOLUTION NO. 2016-_____

**RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE RENAMING OF THE LARGE DOG PARK AT BRANDI
FENTON MEMORIAL PARK AS THE AUSTIN FITZGERALD MEMORIAL DOG
PARK AT BRANDI FENTON MEMORIAL PARK**

THE PIMA COUNTY BOARD OF SUPERVISORS FINDS:

1. On June 11, 2014, Pima County entered into an agreement with Ms. Jennifer Smith under which Ms. Smith as Donor has caused to be donated the sum of thirty thousand dollars for the improvement of the large dog park located within Brandi Fenton Memorial Park.
2. The donation agreement provides that upon the donation of thirty thousand dollars for the improvement of the large dog park located within Brandi Fenton Memorial Park, Pima County will initiate the process to rename the dog park as the "Austin Fitzgerald Memorial Dog Park."
3. The Pima County Natural Resources, Parks and Recreation Commission has approved the renaming of the large dog park located within Brandi Fenton Memorial Park as the "Austin Fitzgerald Memorial Dog Park" at its meeting on November 13, 2015.

NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED AND CARRIED, BE IT RESOLVED:

The large dog park located within Brandi Fenton Memorial Park is hereby renamed as the "Austin Fitzgerald Memorial Dog Park." The Director of the Natural Resources, Parks and Recreation Department is authorized and directed to take all actions necessary to give effect to this Resolution, including the installation of appropriate signage at the dog park and elsewhere within Brandi Fenton Memorial Park as necessary, updating maps and publications as appropriate, and advising the media and the community of the renaming and the reasons for this action.

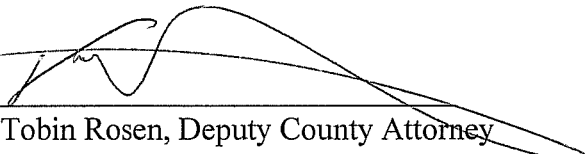
PASSED, ADOPTED AND APPROVED by the Pima County Board of Supervisors this _____ day of _____, 2016.

Sharon Bronson, Chair,

ATTEST:

Robin Brigode, Clerk of the Board

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney

<p>PIMA COUNTY DEPARTMENT OF Natural Resources, Parks and Recreation</p> <p>PROJECT: Construction of Improvements to and Renaming of Large Dog Park at Brandi Fenton Memorial Park</p> <p>PARTY: Jennifer Smith</p> <p>FUNDING: N/A</p> <p>TERM: Five (5) Years</p>	<table border="1"> <tr> <th data-bbox="921 384 1403 429">CONTRACT</th> </tr> <tr> <td data-bbox="921 429 1403 480">NO. <u>CTN-PR-14000000000000000000/88</u></td> </tr> <tr> <td data-bbox="921 480 1403 521">AMENDMENT NO. _____</td> </tr> <tr> <td data-bbox="921 521 1403 633">This number must appear on all Invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>	CONTRACT	NO. <u>CTN-PR-14000000000000000000/88</u>	AMENDMENT NO. _____	This number must appear on all Invoices, correspondence and documents pertaining to this contract.
CONTRACT					
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**AGREEMENT FOR THE DONATION OF FUNDS TO CONSTRUCT IMPROVEMENTS TO AND SECURE
RENAMING RIGHTS FOR THE LARGE DOG PARK AT BRANDI FENTON MEMORIAL PARK**

1. **Parties, Effective Date.** This Agreement ("Agreement") is entered into between Pima County, a body politic and corporate ("County") and Ms. Jennifer Smith ("Donor"). This Agreement shall be effective as of the date it is executed by both County and Donor (the "Effective Date").

2. **Background and Purpose.** County owns certain real property known as Brandi Fenton Memorial Park. County has entered into agreements with the Brandi Michelle Fenton Foundation, Inc., an Arizona non-profit corporation ("Foundation") for the development and improvement of Brandi Fenton Memorial Park. Donor wishes to donate or to cause to be donated funds to County either directly or through the Pima County Parklands Foundation for the purpose of constructing improvements to and renaming the existing large dog park within Brandi Fenton Memorial Park to honor the memory of Austin Fitzgerald.

3. **Term.** The term of this Agreement shall begin on the Effective Date and shall end on the date that is five (5) years after the Effective Date.

4. **Funding of Improvements.** The nature and extent of the dog park improvements that County will construct within Brandi Fenton Memorial Park will depend upon the level of funding that Donor will provide to County hereunder.
 - a. County shall not be obligated to construct any dog park improvements until and unless Donor shall have donated a minimum of Fifty Thousand Dollars (\$50,000.00) to County (the "Minimum Donation Amount") either directly to the Pima County Natural Resources, Parks and Recreation Department or into a dedicated account with the Pima County Parklands Foundation (the Donation Account). This is the amount expected to be required for design and completion of conceptual Phase 1 Large Dog Park Improvements ("Phase 1") as envisioned by Donor.
 - b. Donor shall hire a competent design firm, to be approved by County, to develop design and construction documents for any and all constructed improvements proposed for the Large Dog Park. Donor's actual costs associated with the development of design and construction documents will be credited towards the Minimum Donation Amount.

- c. Construction Drawings and specifications must be submitted for review and approval by County staff at appropriate draft and final stages. Final Construction Drawings shall have a line designated for "Approval by Pima County Natural Resources, Parks and Recreation." County has the final approval authority over the design of the improvements.
 - d. Once approved, County will submit final construction drawings to one or more Job-Order Contractors to solicit bids to complete Phase 1 as designed.
 - e. County will select and award the appropriate County contractor the contract to complete construction of Phase 1, provided the cost of Phase 1, including all permitting fees, does not exceed the remaining available funds in the Donation Account for this purpose. If the cost of Phase 1 exceeds available funding in the Donation Account, County will so notify Donor and Donor will cause an increase in the Donation Account to cover all costs associated with Phase 1 or will work with County to value engineer Phase 1 to reduce project costs to a level consistent with the available funds. In the event County is unable to construct Phase 1 with the available funds in the Donation Account and Donor is unable to raise sufficient additional funds to allow the construction to occur, Donor may request that the remaining funds in the Donation Account be returned to Donor or to other identified individuals who have made donations to the Donation Account on behalf of Donor and this Agreement shall terminate.
 - f. County shall cause the construction of Phase 1 improvements, which are expected to consist of a shade canopy, turf improvements and a sitting area within Brandi Fenton Memorial Park substantially as shown on Exhibit A, to be completed within ninety (90) days of the date of Contract award.
 - g. County may charge construction oversight and management fees not to exceed ten percent (10%) of the construction cost estimate against the Donation Account.
 - h. In the event Donor secures additional donations over the Minimum Donation Amount and wishes to pursue additional constructed improvements to the Large Dog Park at Brandi Fenton Memorial Park, the parties shall pursue subsequent phased designs and constructed improvements in the same manner as described above for Phase 1. County shall not be obligated to construct additional improvements unless Donor accumulates additional donations of at least Ten Thousand Dollars (\$10,000.00). Should Donor accumulate less than Ten Thousand Dollars (\$10,000.00) in additional donations within one year of completion of Phase 1, County may use accumulated funds for periodic repairs and maintenance of the existing improved facility. All improvements to be constructed within Brandi Fenton Memorial Park hereunder shall remain property of County.
 - i. Nothing in this Agreement obligates the expenditure of any County funds for the planning, design or completion of any improvements other than those funds which Donor or others contribute to the Donation Account.
5. **Naming of Improvements.**
- a. Upon evidence that Donor has secured the Minimum Donation Amount necessary to complete construction of Phase 1 improvements, County will initiate the process to rename the Large Dog Park at Brandi Fenton Memorial Park in accordance with wishes of Donor. Such naming will likely result in renaming the Large Dog Park the "Austin Fitzgerald Memorial Dog Park" or as the parties otherwise agree.
 - b. The process to rename the facility shall follow the County Parks renaming Policy dated November 12, 2013. That process involves approval by the Natural Resources Parks and Recreation Department, from the County Parks and Recreation Commission and ultimately rests within the sole discretion of the County Board of Supervisors.
 - c. In the event the renaming process is completed, County will work with Donor to conduct a formal

renaming ceremony at the site. At that ceremony, County will erect and maintain appropriate signage, as agreed by the parties, indicating that the large dog park is named the Austin Fitzgerald Memorial Dog Park.

6. **Compliance with Laws.** The parties shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

7. **Americans with Disabilities Act.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

8. **Authority to Contract.** Donor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County shall not be liable to donor or any third party by reason of such determination or by reason of this Contract.

9. **Full and Complete Performance.** The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as 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 it at any time shall not be construed as an accord and satisfaction.

10. **Conflict of Interest.** This Contract is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Contract on behalf of County is, at any time while this Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract with respect to the subject matter of the Contract.

11. **Entire Agreement, Modification.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all oral agreements, statements, representations, warranties, promises or understandings, whether oral or written. No party hereto shall be charged to any statement or representation not specifically set forth in writing in this agreement. This Agreement may be modified only by an instrument in writing executed by all parties.

12. **No Agency Created.** Nothing in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

13. **No Personal Liability.** No member, official or employee of County shall be personally liable to Donor or to any successor or assignee by virtue of 1) any default or breach of this Agreement by County, 2) for any amount which may become due from county to donor or to any successor or assign, or 3) pursuant to any obligation of County under this Agreement.

14. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and no person or entity not a party hereto shall have any rights or causes of action by virtue of this Agreement.

15. Non-Appropriation of Funds. Notwithstanding any other provision of this Agreement, in the event the Pima County Board of Supervisors fails to appropriate sufficient funds to carry out the purposes of this Agreement, this Agreement shall automatically terminate. In the event of such termination, County shall have no further obligation to Donor.

16. Non-discrimination. Each party warrants that during the Term of this Agreement, each party shall not discriminate against any client, employee or any other individual in any way by virtue of that person's age, race, sex, color, creed, religion, disability or national origin. Each party shall comply with the provisions of the Governor's Executive Order 2009-09, incorporated herein as though set forth herein in full.


17. Severability. Each provision of this Agreement stands alone. Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

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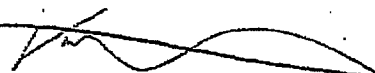
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates written below.

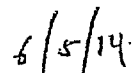
Pima County:


George Widugiris, Procurement Director


Date

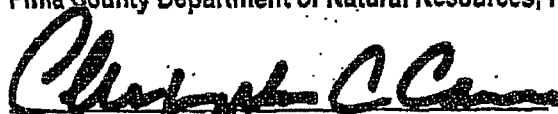
Approved as to Form:


Tobin Rosen, Deputy County Attorney, Civil Division

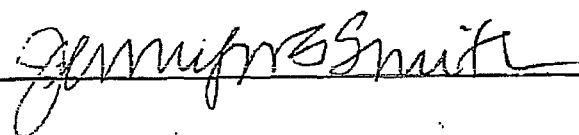

Date

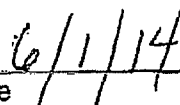
Recommended for Approval:

Pima County Department of Natural Resources, Parks and Recreation:


Christopher C. Cawein, Director

Donor:


Jennifer Smith


Date

<p>PIMA COUNTY DEPARTMENT OF Natural Resources, Parks and Recreation</p> <p>PROJECT: Construction of Improvements to and Renaming of Large Dog Park at Brandi Fenton Memorial Park</p> <p>PARTY: Jennifer Smith</p> <p>CONTRACT NO.: CTN-PR-14*188</p> <p>CONTRACT AMENDMENT NO.: 1 (One)</p>	<table border="1"> <tr> <td data-bbox="901 286 1403 551"> <p align="center">CONTRACT</p> <p>NO. <u>CTN-PR-14*188</u></p> <p>AMENDMENT NO. <u>01</u></p> <p>This number must appear on all invoices, correspondence and documents pertaining to this contract.</p> </td> </tr> </table>	<p align="center">CONTRACT</p> <p>NO. <u>CTN-PR-14*188</u></p> <p>AMENDMENT NO. <u>01</u></p> <p>This number must appear on all invoices, correspondence and documents pertaining to this contract.</p>
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ORIG. CONTRACT TERM: 06/11/2014 – 06/11/2019
TERMINATION DATE PRIOR AMENDMENT: N/A
TERMINATION THIS AMENDMENT: 06/11/2019

ORIG. CONTRACT AMOUNT: \$N/A
PRIOR AMENDMENTS: \$N/A
AMOUNT THIS AMENDMENT: \$N/A
REVISED CONTRACT AMOUNT: \$N/A

CONTRACT AMENDMENT

WHEREAS, COUNTY and DONOR previously entered into a Contract for the donation of funds to construct improvements to the large dog park at Brandi Fenton Memorial Park; and

WHEREAS, the COUNTY has agreed to revise the Minimum Donation Amount to Thirty Thousand Dollars (\$30,000.00); and

WHEREAS, the fiduciary agent for the funds is the Brandi Michelle Fenton Foundation, Inc. and not the Pima County Parklands Foundation.

NOW, THEREFORE, it is agreed as follows:

CHANGE: SECTION 4(a) – Funding of Improvements:

From: "COUNTY shall not be obligated to construct any dog park improvements until and unless DONOR shall have donated a minimum of Fifty Thousand Dollars (\$50,000.00) to COUNTY (the "Minimum Donation Amount")....."

To: "COUNTY shall not be obligated to construct any dog park improvements until and unless DONOR shall have donated a minimum of Thirty Thousand Dollars (\$30,000.00) to COUNTY (the "Minimum Donation Amount")....."

CHANGE: SECTION 2 – Background and Purpose:

From: "DONOR wishes to donate or to cause to be donated funds to COUNTY either directly or through the Pima County Parklands Foundation....."

To: "DONOR wishes to donate or to cause to be donated funds to COUNTY either directly or through the Brandi Michelle Fenton Foundation, Inc....."

CHANGE: SECTION 4(a) – Funding of Improvements:

From: "...either directly to the Pima County Natural Resources, Parks and Recreation Department or into a dedicated account with the Pima County Parklands Foundation (the Donation Account)."

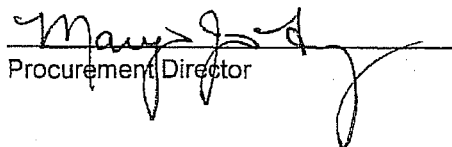
To: "...either directly to the Pima County Natural Resources, Parks and Recreation Department or into a dedicated account with the Brandi Michelle Fenton Foundation, Inc. (the Donation Account)."

The effective date of this Amendment shall be signed by all parties.

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

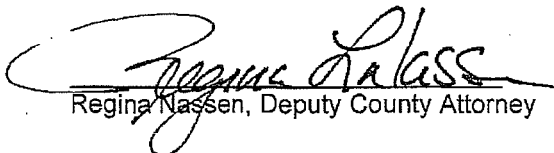
IN WITNESS WHEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

APPROVED:


Procurement Director

11-16-15
Date

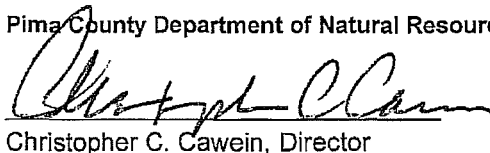
APPROVED AS TO FORM:


Regina Nassen, Deputy County Attorney

9-8-2015
Date


RECOMMENDED FOR APPROVAL:

Pima County Department of Natural Resources, Parks and Recreation:


Christopher C. Cawein, Director

9/14/15
Date

Donor:



10/23/15
Date