



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: July 2, 2019

\* = Mandatory, Information must be provided

or Procurement Director Award ☐

**\*Contractor/Vendor Name/Grantor (DBA):**

City of Tucson

**\*Project Title/Description:**

Furnishing Native Vegetation for Public Landscapes

**\*Purpose:**

The purpose of this IGA is to authorize Pima County to sell native plants from our Native Plant Nursery to the City of Tucson for planting in public areas (i.e. roads, medians, parks).

**\*Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

**\*Program Goals/Predicted Outcomes:**

The goal is to increase species diversity in urban areas by planting Sonoran Desert native plants in public landscapes.

**\*Public Benefit:**

Native plants beautify public spaces, provide important resources for improved ecosystem function and cost less to water and maintain.

**\*Metrics Available to Measure Performance:**

None

**\*Retroactive:**

Yes. City attorney review of IGA was delayed thus pushing out our time frame for ratification. County will not receive budgeted plant sale revenue.

JUN 26 19 10 03 PCD KCFB

To: COB- 6-24-19  
Ver. - 1  
Pgs - 6  
(3) Addendum

**Contract / Award Information**Document Type: CTN Department Code: PR Contract Number (i.e., 15-123): 19-230Effective Date: 07/01/2019 Termination Date: 06/30/2024 Prior Contract Number (Synergen/CMS): \_\_\_\_\_☐ Expense Amount: \$\* \_\_\_\_\_ ☒ Revenue Amount: \$ 50,000.00**\*Funding Source(s) required:** General FundFunding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No**If Yes, is the Contract to a vendor or subrecipient?** \_\_\_\_\_Were insurance or indemnity clauses modified? ☐ Yes ☒ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☒ No*If Yes, attach the required form per Administrative Procedure 22-73.***Amendment / Revised Award Information**

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

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_**\*Funding Source(s) required:** \_\_\_\_\_Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_**\*All Funding Source(s) required:** \_\_\_\_\_**\*Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**\*Match funding from other sources?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**\*Funding Source:** \_\_\_\_\_**\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** \_\_\_\_\_Contact: Robert Padilla, Deputy DirectorDepartment: Natural Resources, Parks and Recreation Telephone: 724-5235Department Director Signature/Date: Robert Padilla 6/25/19Deputy County Administrator Signature/Date: [Signature] 6/25/19County Administrator Signature/Date: [Signature] 6/25/2019  
(Required for Board Agenda/Addendum Items)

ADOPTED BY THE  
MAYOR AND COUNCIL

June 18, 2019

RESOLUTION NO. 23048

RELATING TO INTERGOVERNMENTAL AGREEMENTS (IGA) AND TRANSPORTATION; APPROVING THE AMENDED AND RESTATED IGA BETWEEN PIMA COUNTY AND THE CITY OF TUCSON (CITY) FOR THE PURCHASE OF NATIVE VEGETATION FROM PIMA COUNTY'S NATIVE PLANT NURSERY (NPN); AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Amended and Restated IGA between Pima County and the City renews and expands the ability of City Departments to order and purchase native plants from the Pima County NPN for landscaping use in public works project for an additional five-year period, attached hereto as Exhibit A, is approved.

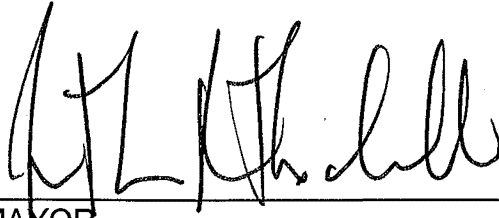
SECTION 2. The Mayor is hereby authorized and directed to execute the said IGA for and on behalf of the City and the City Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health, and safety of the City of Tucson that this Resolution become immediately

effective, an emergency is hereby declared to exist and this Resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, June 18, 2019.

  
MAYOR

ATTEST:

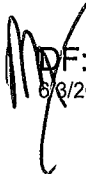
  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY

REVIEWED BY:

  
CITY MANAGER

 DF:mg  
6/8/2019

**Pima County Department of Natural Resources, Parks and Recreation**

**Project: Furnishing Native Vegetation for Public Landscapes**

**Contractor: City of Tucson**

**Amount: \$50,000.00**

**Contract No.: CTN-PR- 19-230**

**Funding: Revenue Contract**

**Amended and Restated Intergovernmental Agreement Between Pima County and The City of Tucson for the Purchase of Native Vegetation from Pima County's Native Plant Nursery**

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, the County's Natural Resources, Parks and Recreation Department operates a native plant nursery;

WHEREAS, on July 1, 2013 the County and the City entered into an IGA wherein the County, through its Natural Resources, Parks and Recreation Department, agreed to supply landscaping plants and shrubs to the City's Department of Transportation for use in City rights of way;

WHEREAS, Tucson Water and the City's Parks Department have been installing native vegetation on public properties, including, but not limited to, within green storm water harvesting basins; and

WHEREAS, the City and County desire to expand the scope of the 2013 IGA to allow other City departments, including, but not limited to, Tucson Water and the City's Parks Department, to purchase landscaping plants/shrubs from the 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**

**1. Purpose.**

The purpose of the Agreement is to set forth the responsibilities of the parties for the provision of supplying native plants for planting in public areas, including Tall Pots, Tree Pots and Regular Pots from County to respective City Departments.

2. **Term.**

- 2.1. Original Term. This Agreement is effective for five years commencing on July 1, 2019 (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised Extension Options.
- 2.2. Extension Options. County may, with City's consent, extend the term of this Agreement for up to two (2) additional periods of up to five (5) years each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. **Scope of Services**

The County shall at the written request of City, by either a memorandum or purchase order, provide native plants from the Pima County Native Plant Nursery ("NPN"). The City shall work with the County to request container size and the genus and species of plants. The City shall arrange to pick up plants from the County's Native Plant Nursery and return the empty containers to the NPN at City's sole cost and expense.

The City shall specify the quantity, genus and species of trees and plants to be grown in Tall Pots, Tree Pots and Regular Pots a minimum of 180 days prior to purchase.

City departments can order directly from County and shall indicate the organizations that have a City contract to install vegetation within public properties (such as Tucson Clean and Beautiful/Trees for Tucson).

4. **Compensation and Payment.**

- 4.1 The County shall invoice the City Department ordering plants and/or Tall Pots/Tree Pots requested as described above in Section 3 Scope of Services. During the first year of the Initial Term, invoices will be based on the schedule set forth in the attached Exhibit A. The County reserves the right in its sole discretion to re-determine per Pot cost every July 1<sup>st</sup> thereafter as a set cost for that year.
- 4.2 The City shall pay the County the sum invoiced for the plants and Pots within thirty (30) days of receipt of invoice.

5. **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 or plants received and accepted and for any Pots ordered by County in reliance upon a written request by City for such Pots prior to the date of termination.

6. **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.

7. **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.

8. **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 all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

9. **Equal Employment**

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

10. **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 into this Agreement by reference.

11. **Notice.**

Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Natural Resources  
Pima County Parks & Recreation  
3500 W. River Road  
Tucson, AZ 85741

City:

Department of Transportation  
City of Tucson  
201 N. Stone Avenue, 5<sup>th</sup> Floor  
Tucson, AZ 85701

12. **Jurisdiction**

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

13. **Non-Discrimination**

The parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors and to comply with all applicable state and federal laws, rules and regulations regarding equal opportunity, nondiscrimination and affirmative action.

14. **Assignment**

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.

15. **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.

16. **Non-Appropriation.**

Notwithstanding any other provision in this Agreement, either party may terminate this Agreement if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or City obligations hereunder. In the event of such termination, neither party shall have further obligations to the other, aside from paying for services rendered prior to termination.

17. **Entire Agreement**

This document constitutes the entire agreement between the parties pertaining to the 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.

***[Signatures on following page.]***



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

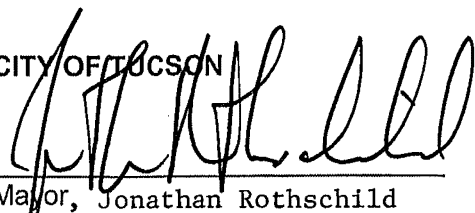
**APPROVED:**

**PIMA COUNTY**

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

**CITY OF TUCSON**

  
\_\_\_\_\_  
Mayor, Jonathan Rothschild

\_\_\_\_\_  
June 18, 2019


\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

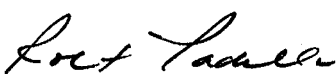
**ATTEST**

  
\_\_\_\_\_  
City Clerk, Roger W. Randolph

\_\_\_\_\_  
June 18, 2019

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
Christopher C. Cawein, Director

6/25/19  
\_\_\_\_\_  
Date

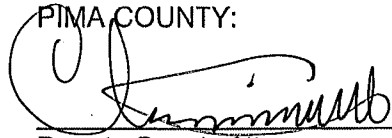
**Intergovernmental Agreement Determination**

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:**

  
\_\_\_\_\_  
Principal Assistant City Attorney

**PIMA COUNTY:**

  
\_\_\_\_\_  
Deputy County Attorney

## EXHIBIT A

### Tree pot/Tall pot cost structure

<u>Container size</u>	<u>Plant/Tree Cost</u>
1 gal	\$6.00
3/5 gal	\$12.00
15 gal	\$40.00
25 gal	\$135.00
15" Treepot	\$12.00
24" Treepot	\$30.00
30" Tallpot	\$25.00