



MEMORANDUM OF UNDERSTANDING

MANSFIELD PARK – COMMUNITY GARDEN

DATE: February 20, 2012

This document shall represent a mutual understanding of a legal agreement between the City of Tucson, Parks & Recreation Department (hereafter referred to as the City) and Community Gardens of Tucson (hereafter referred to as CGT).

SCOPE – The scope of this project involves CGT's coordinating the construction, operation and maintenance of a community garden at Mansfield Park through the use of resident volunteers. The scope of this project shall also include the installation of a fence for security, the installation of irrigation, adding nutrients to the soil, and staking the individual garden plots. All work and actions shall meet all requirements of local, state, and federal regulations and codes.

- 1) **COMMUNICATION** – Both City and CGT shall designate a single contact person to act as their representatives throughout the project. All communications, documents, etc., shall be coordinated through these individuals.
- 2) **PLANS** - The size of the garden will be approximately 60' wide by 60' long in order to provide roughly 16 plots (each measuring 20' x 3'). These dimensions will allow the garden to fit easily within the designated site with appropriate setbacks from other park features.
 - a) At no expense to City, CGT shall produce plans and specifications including but not limited to:
 1. A site plan identifying and locating all project components, existing park amenities related to or in the proximity of the project, property lines and limits of construction.
 2. Sufficient details and specifications to fully illustrate methods of construction, the location of the tool shed and all component materials of fencing and grading.
 - b) City shall approve all plans and specifications produced by CGT.
 1. CGT shall provide all plan information, product and performance specifications requested by City.
 2. City shall review documents for compliance with departmental standards and provide written approval or a request for corrections/additional data within 10 working days of receipt of plans and specifications.
 3. Corrections/additional data requested by City shall be provided by CGT and re-submitted for another review. City shall review all subsequent submittals within 5 working days.

3) PERMITS

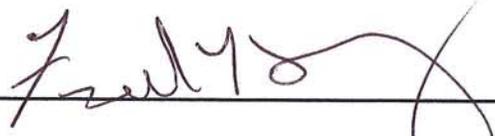
- a) City shall inform CGT which improvements, if any, require permits.
- b) If City determines that permits are required, CGT shall be solely responsible for obtaining all required permits necessary for construction, demolition, or reconstruction.
 - 1. Should undue delays or requirements be encountered during permitting, City shall provide CGT with assistance until the matters are resolved.
- c) CGT shall notify City upon submittal of permit drawings and receipt of an Activity Number(s) from the Development Services Department.
- d) CGT shall submit copies of all approved permits and stamped approved drawings to City prior to construction or demolition.

4) CONSTRUCTION

- a) Prior to construction, CGT shall present the following items to the City:
 - 1. A project schedule identifying all major phases of construction. **No work may begin until City has authorized access to the work area(s).** City shall have 10 working days to schedule access. Every effort shall be made to schedule construction to avoid interruption of existing park functions.
 - 2. Construction coordinator contact information including name, address and phone (including cellular) number for all front-line personnel.
 - 3. A site plan illustrating access points, type of equipment needing access and construction staging area(s). City shall approve staging area(s) prior to construction.
- b) Pre-construction Conference - A pre-construction conference shall be held with CGT, and City staff.
- c) Utilities – In addition to supplying most of the gardens needs (e.g. tools, administration, advice, etc.) CGT will also satisfy the demand for electricity. The garden will be equipped with a solar powered timer for the irrigation. The City will not be responsible for the provision of electricity to the community garden.
- d) With respect to water, the community garden will rely on a connection and sub-meter of the private water line that serves the Mansfield Park. CGT will be solely responsible for payment of water usage to Tucson Parks and Recreation.
- e) CGT is solely responsible for all underground utility locations. Any damaged items will be repaired and/or replaced at CGT's expense. Owner shall provide utility location services for its own lines upon request from CGT.
- f) CGT will provide the community garden with all irrigation lines, a water meter, timers and a tool shed.
- g) Inspections – If required by the City, CGT is responsible for ensuring that all permit inspections are performed as required by the City of Tucson, Development Services Department.
 - 1. Both CGT and City reserve the right to access the work area at any time for inspection purposes.
 - 2. No work shall be considered complete until proper approvals have been obtained from the Development Services Department and the City.
 - 3. Failure to comply with project requirements shall constitute cause for termination of this Agreement and forfeiture of all monies, materials, labor etc., up to point of termination.

- 5) **FINAL ACCEPTANCE** – If required by the City, upon completion of the work, a final inspection shall be performed with CGT and the City. Upon written approval of the work from City, the project shall be considered complete.
- a) All items found to be in noncompliance with the project drawings and/or specifications will be corrected within 10 working days of final inspection. Upon completion of these items, another inspection shall be performed.
- 6) **PROJECT CLOSEOUT** – Prior to final acceptance of the work, CGT shall provide City with as-built drawings of the project if the project substantially deviates from the proposed plan, and, if required by the City, a copy of the completed Development Services inspection card with final approval.
- 7) **OWNERSHIP/MAINTENANCE** –
- a) CGT is solely responsible for all operations and maintenance for the community garden.
- b) The City reserves the right to periodically inspect the community garden to ensure proper maintenance practices are being followed. City shall notify CGT immediately of any discrepancies in maintenance practices.
- 8) **USE** - Except as provided for in this agreement, It is neither stated nor implied that CGT shall receive exclusive, year-round use of the facilities as a result of this project.
- 9) **TERMINATION** – Both CGT and City reserve the right to terminate this agreement at any time.
- a) Termination Request – Request for termination shall be submitted in writing to the other party involved in this agreement.
- b) Termination During Construction –
1. Should just cause for termination be found during construction, CGT shall remove all improvements made up to the point of termination and completely restore the project area to its original condition. CGT shall be responsible for all expenses associated with the removal of all improvements and such removal shall be completed within thirty (30) days from the date of the request for termination.
 - a. The City reserves the right to consider all improvements up to the point of termination as its own property and may complete the project at its own expense.
 2. Should the City terminate this agreement without just cause, CGT shall be responsible for all expenses associated with the removal of all improvements and such removal shall be completed within thirty (30) days from the date of the request for termination.
- c) Termination Post Construction –
1. Should either party terminate this agreement, CGT will decommission the garden and remove all equipment, supplies and structures from the garden area. The subject property will be returned to the same condition as existed prior to construction.

The undersigned do hereby agree to the terms and conditions of this agreement as stated herein.

Concur:  Date: 3/5/12

Fred H. Gray Jr., Director
City of Tucson, Parks & Recreation Department

Concur:  Date: 3/1/12

Reenie Ochoa, Administrator, West District
City of Tucson, Parks & Recreation Department

Concur:  Date: 3/2/12

Capital Planning
City of Tucson, Parks & Recreation Department,

Concur:  Date: 3/5/2012

Gene Zonge, Administrator
Community Gardens of Tucson

- c: Wayne Barnett, Superintendent, Tucson Parks and Recreation
- Julie Sanders, Supervisor, Tucson Parks and Recreation, Mansfield Center
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