



March 20, 2000

Subject: **Intergovernmental Agreement with the
Rio Nuevo Multipurpose Facilities District
(City-wide)** (Cond. nued **from Meeting** of 2/28/00)

page 1 of 2

Mayor and Council is respectfully requested to adopt the attached Intergovernmental Agreement (IGA) setting forth certain staffing, financing, procurement and operational obligations of both the District and the City of **Tucson**.

BACKGROUND:

On **February** 9, 2000, the **Rio** Nuevo Multipurpose Facilities **District** Board **approved** an IGA with the City of Tucson by a vote of **3-D** (Board Member **Eckstrom** **absent/excused**). **This IGA outlines various responsibilities** and obligations of the District and the City as it relates to the initiation of projects within the **District** site boundaries. The IGA now awaits approval by the Mayor and Council. Given the nature of the agreement, no City of South Tucson approval is required.

PRESENT CONSIDERATION:

The IGA, in addition to containing several standard **contractual** terms and conditions found in any intergovernmental **agreement**, addresses a number of substantive issues, as follows:

- o Establishing **that** the Executive Director of the **District** shall be **the** City Manager, and that the Treasurer of the **District** shall be the Finance Director;
- o Establishing Mr. John Jones as the City's Project Director and official liaison with the **District**;
- o Establishing Ms. Kay **Gray** as the City's financial liaison with the District;
- o Mandating staff and consultant cost reimbursements from the **District** to the City as appropriate and as funds become available;
- o Permitting joint (**District & City**) project development and setting the stage for a **citizen input process**;
- o Clarifying acquisition, lease and condemnation authorization;
- o Clarifying governing procurement rules;
- o Establishing repayment provisions for any reimbursable expenses incurred by the City; and
- o Reiterating City obligations to provide matching funds to the **District**.

**Mayor and Council Communication
Intergovernmental Agreement with the
Rio Nuevo Multipurpose Facilities District
(City-wide)**

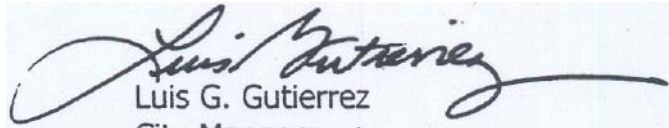
FINANCIAL CONSIDERATION:

Sufficient **staff** and financial resources are available to be obligated according to the terms and conditions of the proposed IGA. There will be no budgetary impact because all monies advanced by the City will be reimbursed in the future by the tax increment or the sale of bonds.

RECOMMENDATION:

It is recommended that Mayor and Council approve the attached Intergovernmental Agreement by and between the City of Tucson and the Rio Nuevo Multipurpose Facilities District.

Respectfully submitted,



Luis G. Gutierrez
City Manager

Attachments: Resolution
 Intergovernmental Agreement

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Mayor & Council Communication

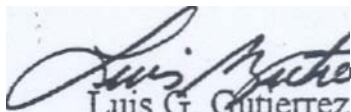
March 20, 2000

Subject: INTERGOVERNMENTAL AGREEMENT WITH THE RIO NUEVO
MULTIPACILITIES DISTRICT.

page 1 of 1

Attached is the corrected Intergovernmental Agreement as adopted by the District. This item appears as Item E on today's Consent Agenda.

Respectfully submitted,


Luis G. Gutierrez
City Manager

LGG:JS:jg

MARCH20-00- 163 (2)



CCCLK

TUCSON CITY CLERK

255 W ALAMEDA

TUCSON AZ 85701

ADOPTED BY THE
MAYOR AND COUNCIL

MAR 20 2000

RESOLUTION NO. 18523

RELATING TO RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT; APPROVING AND AUTHORIZING EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUCSON AND THE DISTRICT SETTING FORTH OPERATIONAL OBLIGATIONS OF THE PARTIES.

WHEREAS, by resolutions duly adopted by the Mayors and Councils of the Cities of Tucson and South Tucson (together, the "Cities"), the Rio Nuevo Multipurpose Facilities District was formed pursuant to A.R.S. §48-201 et seq.; and

WHEREAS, the City of Tucson thereafter authorized and approved an Intergovernmental Agreement (the "IGA") with the District, and the City of South Tucson; and

WHEREAS, the City of Tucson has assumed certain obligations with regard to the District not previously set forth;

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

SECTION 1. The Intergovernmental Agreement, attached hereto, is approved.

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

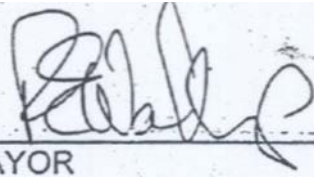
SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

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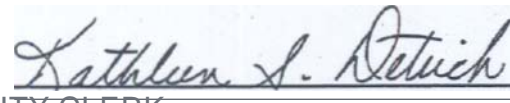
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SECTION 4. WHEREAS. it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately **effective, an emergency is hereby declared to exist and this resolution shall be effective** immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona MAR 2.0 2000


MAYOR

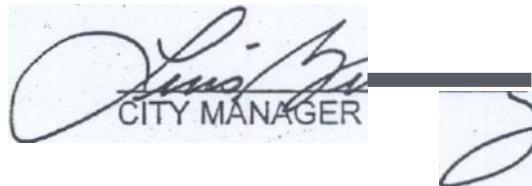
ATTEST:


CITY CLERK

APPROVED BY:


CITY ATTORNEY

REVIEWED BY:


CITY MANAGER

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TUCSON CITY CLERK
255 W ALAMEDA
TUCSON AZ 85701

PICKUP

AMOUNT PAID \$ 7.50

Intergovernmental Agreement
(Relating to Rio Nuevo MULTipurpose Facilities **District**)

Rio Nuevo MFD IGA No. 2000-001
City of Tucson IGA No. -

This **Intergovernmental Agreement**, dated as of **February 1, 2000** (this "**Agreement**"), by and between the **CITY OF TUCSON, ARIZONA**, a municipality duly **incorporated and** validly existing **pursuant** to the laws of the State of **Arizona** (the "**City of Tucson**" and the **RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT**, a **tax-levying** public improvement **district** and a **political taxing** subdivision of the **State** of Arizona (the "**District**"),

Witnesseth:

A. The **District has been organized** by the **City of Tucson** and the **City of South Tucson** **pursuant** to A.R.S. § 48-4201 et seq. (the "**MFD Laws**") for the **purpose of developing** multipurpose facilities, as defined in A.R.S. **§48-4201.4** (the "**Rio Nuevo Project**"), to **be** located **generally** in an **area** of the **City of Tucson**.

B. **The District** and the **City of Tucson** now **desire to enter into this Agreement** to memorialize **certain agreements** among them **regarding** the **administration, operations** and **finance** of the **District**

C. Pursuant to the **MFD Laws** and **Article 3, Chapter 7, Title II** of the **Arizona Revised Statutes**, the **District** and the **City of Tucson** may enter into this **Agreement** as an "**intergovernmental agreement**" with one another for joint or cooperative action for services and to jointly **exercise** any **powers** common to them.

Now, Therefore, in the joint and mutual exercise of their powers, and in consideration of the above premises and of the mutual covenants herein **contained** and for other **valuable** consideration and subject to the conditions set forth herein, the **parties hereto agree** as follows:

ARTICLE I
Staffing

1.1 **Staffing Generally.** The **District** shall be entitled to **request** from time to time, and the **City of Tucson** will use its best efforts to make available, the **services** of such of **their employees** for such period of time as may be **reasonably** required to **carry out** the business of the **District**

1.2 **Executive Director and Treasurer.** Unless otherwise **agreed among** the parties, the **City Manager** of the **City of Tucson**, or his **designee**, shall **act as Executive Director** of the **District** and the **Finance Director** of the **City of Tucson** shall **act as** the **Treasurer** of the **District**. The **Treasurer** shall apply to and obtain on behalf of the **District** a **Federal and any** necessary

ATTACHMENT TO RESOLUTION NO. 18523

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State or local employer/taxpayer identification numbers and shall establish and maintain such bank accounts for the deposit of the District funds with such banks or trust companies, having offices located in the City of Tucson, Arizona, as the Treasurer shall determine.

1.3 Administration and Operations. With respect to administrative and operational support for the District, the City of Tucson shall designate a person to act as the City of Tucson's project director and liaison with the District. Such person will provide or cause to be provided to the District upon request such administrative and operational advice and assistance as the District may reasonably require. The individual initially designated by the City of Tucson for this purpose is John Jones. His office address and telephone number are 255 W. Alameda Street, Special Projects (9th Floor), Tucson, Arizona 85726-7210 (telephone 520-791-4675). In the event another project director or liaison is designated for administrative and operational matters, the City of Tucson will notify the District promptly and provide the name, address and telephone number of any such successor.

1.4 Finance. With respect to financial matters of the District, the City of Tucson shall designate a person to act as the City of Tucson's liaison with the District. Such person will provide or cause to be provided to the District upon request such financial advice and assistance as the District may require, including without limitation, oversight of the tax increment collection process on behalf of the District, budgeting and fund management. The individual initially designated by the City of Tucson for this purpose is Kay L. Gray. Her office address and telephone number are 255 W. Alameda Street, Finance Department (5th Floor), Tucson, Arizona 85726-7210 (telephone 520-791-4893). In the event another liaison is designated for financial matters, the City of Tucson will notify the District promptly and provide the name, address and telephone number of any such successor.

1.5 Compensation. The District agrees to reimburse the City of Tucson for the actual services provided by its liaisons and employees in an amount equal to the allocable portion of their respective salaries or hourly wages, as the case may be, and related benefits, devoted to District matters from the first moneys otherwise available to the District for such purpose from (i) moneys received by the District pursuant to the provisions of A.R.S. §42-5031 or (ii) proceeds from the issuance of the District's bonds pursuant to A.R.S. §48-4251 *et seq.*, except to the extent such reimbursement would be contrary to law or any pledge or agreement of the District.

1.6 Consultants. In addition, the City of Tucson will make the services of its financial consultant and bond counsel available to the District on the same terms and conditions as they are available to the City of Tucson. Such consultants shall be compensated in accordance with the terms of their existing agreements with the City of Tucson at the time and from the sources specified in Section 1.5 hereof.

ARTICLE 2 Project Development

2.t Development Generally. The District and the City of Tucson shall jointly develop the primary and secondary components of the Rio Nuevo Project, together with any complementary or related projects to be undertaken by the City of Tucson in consultation with

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each other and **taking** into consideration the recommendations of any advisory comminee(s) **that** may be formed for such purpose by either the District, the City of Tucson or otherwise. The "primary component" of the Rio Nuevo Project, *as* defined in A.R.S. §48-4201, shall be constructed during the **first** phase of **the** construction.

ARTICLE 3
Acquisition of Real Property, Condemnation

3.1 **Acqjisation of Land.** The District may acquire any real property, or interests in real property, required in connection **with** the Rio Nuevo Project, from the City of Tucson or from others, **by** purchase, lease, **lease-purchase**, contribution or **condemnation** in accordance with **A.R.S.** §48-4203.A7.

3.2 **Condemnation.** Any exercise by the District of the powers of eminent domain shall be subject to the provisions of **A.R.S.** §48-4206.A. and **Intergovernmental** Agreement No. **1999-001** of the District.

ARTICLE 4
Procurement and Contracting

4.1 **Procurement** Procurement of goods and **services**, other **than** construction of public buildings by the District, shall **be** governed by the procurement provisions contained in the Charter and Code of the City of Tucson, together with the regulations and policies adopted pursuant thereto. Construction of public buildings by the District shall be governed by A.R.S. Title 34 except *as* otherwise provided or permitted by A.R.S. §48-4204.C.

ARTICLE 5
Interim Funding

5.1 **City Loans and Advances.** In order to avoid delaying commencement of the Rio Nuevo Project and to facilitate some of the **preliminary** planning and development activities with respect to the Rio Nuevo Project, the City of Tucson will advance moneys or services **to the** District **from** time to time as agreed. Moneys advanced to or for the benefit of the District will be subject to repayment, together with interest thereon at the rate earned from time to time on short-term investments (less than 90 days) of the City of Tucson, until paid, from the first moneys **otherwise** available to the District for such purpose from (i) moneys received by the District pursuant to the provisions of A.R.S. §42-5031 or (ii) proceeds **from** the issuance of **the** District's bonds pursuant to A.R.S. §48-4251 *et seq.*, except to the extent such reimbursement would be **contrary** to law or any pledge or agreement of the District. Services advanced by the City of Tucson on behalf of the District shan be valued, if provided by private contractors, at the actual cost or contract price thereof and, if provided by employees of the City of Tucson, in accordance with the provisions of Section 1.5 hereof, and, to the extent paid directly by the City of **Tucson**, shall be repayable to the City of Tucson. with interest. **as** provided above from the date each such service is completed.

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Attn: Chainnan

With a copy to: Snell & Wilmer L.L.P.
One South Church Avenue, Suite 1500
Tucson, AZ 85701-1630

Or to such other address as any party may designate in writing from time to time. Notice given by mail, as set out above, shall be deemed delivered three (3) days after the same is postmarked.

7.3 Severability. If anyone or more sections, clauses, sentences and parts of this Agreement shall be adjudged unconstitutional or invalid by a court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remaining provisions hereof, but shall be confined to the specific sections, clauses, sentences and parts so determined.

7.4 Benefit and Binding Effect. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective designees, trustees, heirs, personal representatives, successors and assigns of the parties.

7.5 Execution of Additional Documents. Each party agrees to execute such further or additional documents as may be reasonably necessary or appropriate in good faith to fully implement and carry out the intent and purpose of this Agreement.

7.6 Governing Law. This Agreement shall be governed by and construed according to Arizona law.

7.7 Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any term or provision of this Agreement.

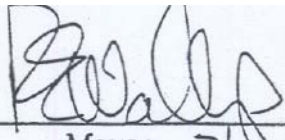
7.8 Conflict of Interest. Notice is hereby given that this Agreement is subject to cancellation in accordance with the provisions of A.R.S. § 38-51 I, as amended.

7.9 No Third-Party Beneficiary. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right of cause of action hereunder.

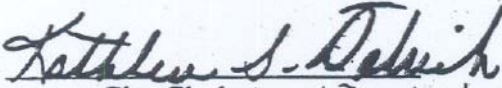
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In Witness Whereof, the District and the City of Tucson have entered into this Agreement as of the day and year first written above.

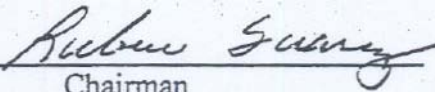
THE CITY OF TUCSON, ARIZONA,
an Arizona municipal corporation

By 
Mayor 3/20/00

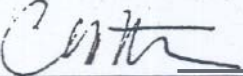
Attest


City Clerk 3/20/00

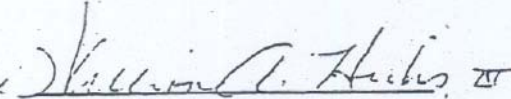
RIO NUEVO MULTIPURPOSE
FACILITIES DISTRICT, a district
organized pursuant to the provisions of
A.R.S. §48-4202

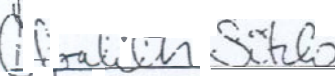
By 
Chairman

Attest:


Secretary

APPROVED AS TO FORM:


District Counsel


Tucson City Attorney

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Attn: Chainnan

With a copy to: Snell & Wilmer L.L.P.
One South Church Avenue, Suite 1500
Tucson, AZ 85701-1630

Or to such other address as any party may designate in writing from time to time. Notice given by mail, as set out above, shall be deemed delivered three (3) days after the same is postmarked.

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7.4 Benefit and Binding Effect. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective designees, trustees, heirs, personal representatives, successors and assigns of the parties.

7.5 Execution of Additional Documents. Each party agrees to execute such further or additional documents as may be reasonably necessary or appropriate in good faith to fully implement and carry out the intent and purpose of this Agreement.

7.6 Governing Law. This Agreement shall be governed by and construed according to Arizona law.

7.7 Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any term or provision of this Agreement.

7.8 Conflict of Interest. Notice is hereby given that this Agreement is subject to cancellation in accordance with the provisions of A.R.S. § 38-511, as amended.

7.9 No Third-Party Beneficiary. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right of cause of action hereunder.

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