



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 6/3/2025

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Encore Fine Arts Foundation, a Domestic Non-Profit Corporation

**\*Project Title/Description:**

Lease Agreement

**\*Purpose:**

The purpose of the Lease to the Encore Fine Arts Foundation ("Encore") is to provide space within the Continental Community Center ("Center") located at 530 East Whitehouse Canyon Road, Continental, Arizona. For the purpose of Encore to provide classes and instruction for ballet and dance. Encore will operate a dance academy within the County owned space and the lease will be for a period of 5-years.

**\*Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

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

The County will lease space to Encore within the Center at a lease rate that was established by a market rate appraisal and adjusted by Parks and Recreation to reflect the non-profit status of Encore

**\*Public Benefit:**

The public benefit includes the collection of rent over a 5-year period and the offering of ballet and dance classes at the leased space to benefit the outlying communities of Continental, Green Valley and Sahuarita

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

The County will collect rent in the amount of \$14,400 per year or a total of \$72,000 over the 5-year term of the lease

**\*Retroactive:**

No

TO: COB, 5-19-25(1)  
vers: 0  
pgs: 16

MAY 19 25 PM 12:30 PD

**THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED**

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

**Contract / Award Information**

Document Type: CT Department Code: RPS Contract Number (i.e., 15-123): CT2500000031  
 Commencement Date: 6/3/2025 Termination Date: 6/2/2030 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount \$ \_\_\_\_\_ \* ☒ Revenue Amount: \$ 72,000.00

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

Funding 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 22-10.*

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
 Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
 Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
 Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense ☐ 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): \_\_\_\_\_  
 Commencement 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: Jeff Teplitsky

Department: Real Property Services

Telephone: 724-6306

Department Director Signature: \_\_\_\_\_

Date: 5/14/2025

Deputy County Administrator Signature: \_\_\_\_\_

Date: 5/19/2025

County Administrator Signature: \_\_\_\_\_

Date: 5/19/2025

**PIMA COUNTY DEPARTMENT OF  
PARKS & RECREATION**

**PROJECT: Continental Community Center Lease**

**TENANT: Encore Fine Arts Foundation**

**REVENUE CONTRACT CT2500000031**

**AMOUNT: \$1,200 a month**

**TERM: Five (5) Years**

**LEASE AGREEMENT**

1. **Parties.** This Lease Agreement ("**Lease**") is entered into by and between Pima County, a body politic and corporate of the State of Arizona (hereinafter "**Landlord**" or "**County**"), and Encore Fine Arts Foundation, a Domestic Non-Profit Corporation, (hereinafter "**Tenant**"). This Lease shall be effective (the "**Effective Date**") on the date it is signed by Landlord and Tenant. Landlord and Tenant shall singularly be referred as "Party" and collectively as the "Parties."

2. **Background & Purpose.**

2.1. Landlord owns the real property described on **Exhibit A** attached hereto (the "**Property**"). The common address for the Property is 530 E. Whitehouse Canyon Road, Continental, Arizona 85614.

2.2. Tenant is organized and registered as an Arizona non-profit corporation that wishes to utilize the Property and Premises to provide youth recreation programs to the Continental community.

2.3. Landlord has the authority, under A.R.S. § 11-256.01, to lease real property to a non-profit corporation at less than fair market value. Landlord has previously published notice of its intent to enter into this Lease as required by law.

2.4. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the portion of the Property depicted as Room Numbers 2,3,8,9 and 10 on **Exhibit B** as the "**Premises**"

3. **Lease of Premises.** Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, under the terms and conditions and for the purposes set forth herein.

4. **Term.**

4.1. Initial Term. The term of this Lease shall commence on the Effective Date

and continues for a period of 5 years (the "**Term**") unless terminated earlier in accordance with the terms of this Lease.

4.2. Option to Extend. The Parties shall have the right to extend this Lease for a single additional 5-year term provided that Tenant gives Landlord written notice within 90 days prior to the expiration of the Initial Term or any extension of the term, that Tenant wishes to extend the term of the Lease.

4.3. County's Right to Cancel. Notwithstanding any other provision of this Lease, County shall have the absolute right to cancel this Lease without cause upon 90 days' written notice to Tenant.

5. **Possession.** From and after the Effective Date, Tenant shall have possession of the Premises and may make improvements to the Premises, provided that Tenant has complied with the provisions of section 8 of this Lease.

6. **Rent; Utilities; Maintenance Expenses.** Tenant shall pay no rent to Landlord. Tenant shall pay a fixed sum of \$1,200.00 per month (the "**Tenant Reimbursement Amount**") to Landlord as Tenant's share of the cost of utilities and building expenses for the Premises, provided that the Tenant Reimbursement Amount is in addition to, and not in lieu of, Tenant's obligations pursuant to section 9.1 below. Landlord and Tenant agree that the Tenant Reimbursement Amount is a reasonable estimate of the cost of utilities and Building expenses for the Premises.

7. **Tenant's Obligations.** Tenant shall comply with the following obligations during the term of this Lease:

7.1. Permitted Activities. Tenant may use the Premises to operate its youth activities program during the hours and days listed in Section 7.5 below (the "**Permitted Activities**"). Tenant recognizes that the Premises are shared space, utilized by other agencies on a schedule coordinated by County's Recreation Program Coordinator (the "**Coordinator**"). Tenant shall conduct its daily activities in the Premises during the times as set forth in Section 7.5 below. Additional use of the Premises or other areas of the Property by Tenant may be granted by the Coordinator, on an as-needed basis, as requested by Tenant in writing, including email, in person, or via telephone, not less than 2 weeks in advance of any planned activity. Tenant shall use the Premises solely for providing the Permitted Activities and shall conduct the Permitted Activities continuously during the Term of this Lease.

7.2. Third Party Contract. Tenant may not contract with a third party to conduct the Permitted Activities without Landlord's prior written consent, which shall be at Landlord's sole discretion. Any such contractor must comply with all provisions of this Lease. Landlord's consent to a third-party contract shall not relieve Tenant of any of its obligations, responsibilities, or liabilities hereunder, and Tenant agrees that it shall be fully liable for, and hereby agrees to indemnify Landlord from and against any liability, losses, or expenses suffered or incurred by Landlord as a result of Tenant's contractor's

operations on the Premises.

7.3. Expenses of Tenant. Tenant shall conduct all of its operations at the Premises at its own expense and without contribution from Landlord. Tenant shall not suggest, state, or imply that Landlord will participate, guarantee or otherwise assist in any financial obligation undertaken by Tenant with respect to its operations on the Premises.

7.4. Compliance with Laws. Tenant shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, standards, policies, and executive orders with respect to its operations on the Premises.

7.5. Hours of Operation. Tenant shall provide the Permitted Activities at a minimum during the following hours:

Wednesday 2:00 p.m. to 7:00 p.m., Thursday 3:30 p.m. to 8:30 p.m. and Saturday 7:00 a.m. to 6:00 p.m.

8. **Alterations and Improvements to Premises.** Tenant shall provide all furnishings and equipment necessary to establish a functional and effective space for the Permitted Activities.

8.1. Consent Required. Tenant may not make any improvements, alterations, additions, or changes to the Premises (collectively the "**Alterations**") without obtaining prior written consent from:

8.1.1. County's Parks and Recreation director or designee if the cost of the Alterations is less than or equal to \$15,000.00;

8.1.2. County's Administrator or their designee if the cost of the Alterations is greater than \$15,000.00 and less than or equal to \$100,000.00; and

8.1.3. County's Board of Supervisors if the cost of the Alterations is greater than \$100,000.00.

8.2. Plans and Specifications. Tenant shall provide County with plans and specifications developed by an Arizona registered architect or engineer for County's review prior to initiating any work ("Notice of Alterations"). County shall have 45 days after receipt of the Notice of Alterations to approve or reject the proposed Alterations. Failure of County to respond to the Notice of Alterations within 45 days after receipt of the Notice of Alterations by County shall be deemed approval.

8.3. Consent Withheld. County shall not unreasonably withhold consent to proposed Alterations; provided, however, it shall be reasonable for County to withhold consent if, among other reasons, the Alterations:

8.3.1. Adversely affect the integrity of any structural, mechanical, or

electrical system of any portion of the Premises or affect the integrity of the Premises or the Premises' features or its infrastructure;

8.3.2. Result in County being required to perform any work that County could otherwise avoid or defer;

8.3.3. Result in an increase in the premiums for any hazard or liability insurance carried by County or result in an increased risk of liability or pose a safety hazard; or

8.3.4. Result in an increase in the demand for utilities or services (including wastewater treatment) that County provides to the Premises.

8.4. No County Liability for Approval of Alterations. County's review of the plans and specifications shall be solely for County's purposes and shall not imply that County has reviewed the plans and specifications for quality, design, laws, compliance or other like matters. Accordingly, notwithstanding that any construction drawings are reviewed by any County architects, engineers, or consultants, County shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in any construction drawings, and Tenant's indemnity set forth in the Indemnification Clause of this Lease shall specifically apply to the construction drawings. County's review shall be to determine that the proposed Alterations are consistent with the purposes of this Lease.

8.5. Construction of Improvements.

8.5.1. *Compliance with Law.* All improvements shall comply with all applicable federal, state and local statutes, codes, ordinances, rules and regulations.

8.5.2. *Indemnification.* All construction contracts shall include an indemnification provision requiring the contractor to indemnify, defend and hold harmless County from all losses, claims, suits, demands, expenses, attorney's fees or actions of any kind or nature arising from the contractor's negligent or intentional acts, errors or omissions.

8.5.3. *Insurance.* Tenant shall cause said contractors to obtain insurance coverage of a type and amount acceptable to County and to name Tenant and County as additional insureds with respect to liability arising out of the performance of said contracts. Within 30 days after completion of any buildings or improvements, Tenant shall deliver to County a complete and reproducible set of the plans and specifications of the improvements or buildings as built.

8.6. Indemnification by Tenant. Tenant shall indemnify, hold County harmless, and defend County against liability for any damage to property or injury to persons occasioned by any construction by Tenant at the Property.

8.7. Property of County. All improvements placed upon the Premises shall become the County's property at the time they are placed thereon and shall be surrendered to County upon the termination of this Lease, free and clear of all liens and encumbrances of every kind, and in good and operable condition, excluding reasonable wear and tear.

## 9. **Maintenance & Repairs.**

9.1. Maintenance and Repairs by Tenant. Tenant shall provide custodial services for the Premises, which for purposes of this Section 9.1 include the main bathrooms in the Premises, at Tenant's sole expense. Tenant acknowledges that the Premises are open to the general public and that members of the general public use the bathrooms within the Premises.

9.2. Landlord Repairs. Landlord shall maintain and repair the exterior portion of the building, including the roof, exterior walls, parking lot, parking lot lighting, and sewer, water and electrical lines outside of the building, and landscaping.

10. **Signs.** Tenant may affix and maintain upon the Premises such signs relating to the services provided on the Premises as Tenant deems appropriate; provided, however, if such signs are visible outside of the Premises, such signs must first have received the written approval of Landlord as to type, size, color, location, copy nature and display qualities; provided further, however, that all signs utilized by Tenant on or about the Premises, whether visible outside the Premises or not, shall at all times comply with the Pima County Sign Code and shall be installed and maintained at Tenant's sole cost. Any and all signs placed by Tenant on the Premises shall be immediately removed by Tenant upon termination of this Lease for any reason, and any damage resulting from such removal shall be repaired immediately by Tenant at its sole cost. Tenant shall pay all costs for construction, erection, installation, maintenance, and repair of any sign either currently in existence or to be erected or installed or otherwise placed on the Premises.

## 11. **Environmental.**

11.1. Hazardous Material. As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Arizona or the United States Government. The term Hazardous Material includes, without limitation, any material or substance that is (i) defined as a "hazardous waste" under ARS § 49-921 *et seq.*, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1321), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.* (42 U.S.C. 6903), (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.* (42 U.S.C. 9601) or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act

(Regulation of Underground Storage Tanks), 42 U.S.C. 6991 *et seq.*

11.2. Hazardous Materials Prohibited; Clean Air Act. Tenant shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, without the prior written consent of County, other than such Hazardous Materials which are necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Materials. Tenant's operations on the Premises shall comply with applicable provisions of the Clean Air Act, 42 U.S.C. 7401 *et seq.* and Arizona Revised Statutes, Title 49, Chapter 3.

11.3. Indemnity. In the event an Environmental Act shall occur, Tenant shall indemnify, protect, defend and hold County harmless from any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities or losses (including, without limitation, diminution in value of the Premises or any part thereof, damages for the loss or restriction on use of usable space or of any amenity of the Premises or any part thereof, damages arising from any adverse impact on marketing of space with respect to the Premises or any part thereof, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arose or arises during or after the term of this Lease as a result of such contamination. The foregoing obligation of Tenant to indemnify, protect, defend and hold County harmless includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, restoration or other response work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present, as a result of any action or inaction on the part of Tenant, its agents, employees, contractors or invitees, in the Premises or the soil or ground water on, under or adjacent to the Premises, or elsewhere in connection with the transportation by Tenant of Hazardous Material to or from the Premises. For purposes of this section 11.3, an Environmental Act shall mean:

11.3.1. Tenant breaches the obligations stated in Section 11.2;

11.3.2. the presence (whether consented to by County or otherwise) of Hazardous Material on the Premises or on or in the soil or ground water under or adjacent to the Premises is caused or permitted by Tenant, its agents, employees, contractors or invitees results in contamination of the Premises or such soil or ground water;

11.3.3. contamination of the Premises or such soil or ground water by Hazardous Material otherwise occurs for which Tenant is legally liable to County for damage resulting therefrom; or

11.3.4. contamination occurs elsewhere in connection with the transportation by Tenant of Hazardous Material to or from the Premises.

11.4. Clean-Up. Without limiting the foregoing, if the presence of any Hazardous Material on or in the Premises, or the soil or ground water under or adjacent to



the Premises caused or permitted by Tenant, or its agents, employees, contractors or invitees results in any suspected contamination of the Premises, the soil or ground water under or adjacent to the Premises, Tenant shall promptly notify County in writing and take all actions, at Tenant's sole cost and expense, as are necessary to return the Premises, or such soil or ground water to the condition existing prior to the introduction of any such Hazardous Material to the Premises, or to such soil or ground water; provided that County's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises.

11.5. Pre-existing Contamination. County agrees that any Hazardous Materials contaminating the Premises prior to possession of the Premises by Tenant shall not result in liability for Tenant under this Section 11 except to the extent such contamination is aggravated by the action or inaction of Tenant.

11.6. Notices Regarding Environmental Conditions. Tenant shall, within 10 business days following receipt thereof, provide County with a copy of (i) any notice from any local, state or federal governmental authority of any violation or administrative or judicial order or complaint having been filed or about to be filed against Tenant or the Premises alleging any violation of any local, state or federal environmental law or regulation or requiring Tenant to take any action with respect to any release on or in the Premises or the soil or ground water under or adjacent to the Premises of Hazardous Material, or (ii) any notices from a federal, state or local governmental agency or private party alleging that Tenant may be liable or responsible for cleanup, remedial, removal, restoration or other response costs in connection with Hazardous Material on or in the Premises or the soil or ground water under or adjacent to the Premises or any damages caused by such release.

11.7. Survival. Tenant's and County's obligations under this Section 11 shall survive the expiration or earlier termination of this Lease and vacation of the Premises.

12. **Entry by Landlord**. Landlord may enter the Premises at reasonable times to inspect the Premises and Tenant's operations thereon.

13. **Security**. Tenant shall be responsible for securing the Premises and preventing any unlawful or unauthorized use thereof. When the Premises are not open to the public, they shall be secured in order to prevent unsupervised use or entry into the Premises. Tenant shall contact law enforcement authorities when it appears necessary to protect the Premises and any persons or property thereon, and it shall assist in any resulting prosecution.

14. **Insurance**.

14.1. Coverage. Tenant shall maintain the following insurance during the term of this Lease:

14.1.1. *Commercial General Liability*. Coverage shall be at least as

broad as ISO form CG 00 01 in an amount not less than \$2,000,000.00, covering the Premises, endorsed to include Pima County as an additional insured with coverage at least as broad as ISO form CG 20 10.

14.1.2. *Commercial General Automobile Liability.* Coverage shall be at least as broad as ISO form CA 00 01 in an amount not less than \$1,000,000.00 for vehicles actually used in the operations at the Premises (as compared to used for simple commuting).

14.1.3. *Workers' Compensation.* Statutory limits, with Employers' Liability coverage in an amount not less than \$1,000,000.00 per injury, illness, or disease.

14.2. Injury Reports. By the 15<sup>th</sup> of each month, Tenant shall provide to Natural Resources, Parks & Recreation whose address is provided in Section 17, a report listing any incident involving injury to persons or damage to property occurring at the Premises. If any such injury to persons requires emergency medical treatment, Tenant shall contact County within 1 business day of such incident. County shall have the right to investigate any incident involving injury to persons or property occurring at the Premises and Tenant shall provide County with all information available to Tenant about such incident.

14.3. Insurance Certificates. Tenant shall provide County with current certificates of insurance which shall show County as an additional insured where required. All certificates of insurance must provide for guaranteed 30 days written notice of cancellation, non-renewal or material change.

14.4. Waiver of Subrogation. Each Party waives its claims and subrogation rights against the other for losses typically covered by property insurance coverage.

14.5. Changes to Insurance Requirements. County retains the right to reasonably increase the limits or types of coverage from time to time as determined in the best interests of County by Pima County Risk Management.

15. **Indemnification.** To the fullest extent permitted by law, Tenant shall defend, indemnify, and hold harmless Landlord, 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 the conduct or management of the Premises, or any accident, injury, damage, or violation of law whatsoever occurring in or at the Premises allegedly caused in whole or in part by any act or omission of Tenant 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 Landlord or any of its officers, agents, or employees.

16. **Tenant Not an Agent of Landlord.** Tenant is not an agent of Landlord for any purpose under this Lease or otherwise. Tenant shall control activities on the Premises, and Landlord shall not control those activities. Tenant's employees and servants shall

not be under the control of Landlord.

17. **Notices.** Any notices required hereunder shall be delivered personally or by certified mail, or email, directed as follows:

If to Landlord:

Victor Pereira, Director  
Parks & Recreation  
3500 W River Rd  
Tucson, AZ 85741-3600  
Phone: (520) 724-5256  
Email: Victor.Pereira@pima.gov

If to Tenant:

Nicholas McLain, President/CEO  
Encore Fine Arts Foundation, a Domestic Non-Profit Corporation  
7332 East Laughing Tree Lane  
Tucson, AZ 85756  
Phone: (520) 873-YACB  
Email: Nick@YACBdance.com

18. **Conflict of Interest.** This Lease is subject to cancellation within 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 Lease on behalf of County is, at any time while this Lease or any extension of the Lease is in effect, an employee or agent of any other party to the Lease with respect to the subject matter of the Lease.

19. **Non-Discrimination.** Tenant agrees that during the performance of this Lease, Tenant shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin. Tenant shall comply with the provisions of Arizona Executive Order 75-5, as amended by Executive Order 99-4 and 2009-09 issued by the Governor of the State of Arizona, which is incorporated into this Lease as if set forth in full herein.

20. **Choice of Law.** The laws of the State of Arizona shall apply to any action relating to this Lease and any court action shall be brought in a court in Pima County, Arizona.

21. **Default/Termination.**

21.1. Termination by Landlord Without Notice. In addition to and notwithstanding County's right to terminate this Lease without cause upon 90 days' written notice to tenant pursuant to paragraph 4.3, this Lease may be terminated immediately by Landlord without advance notice to Tenant for any of the following:

21.1.1. failure of Tenant to carry the required insurance;

21.1.2. violation of any law by Tenant, or any unlawful activities carried out on the Premises;

21.1.3. any action or omission by Tenant that, in County's sole judgment, causes a threat to the health or safety of the general public or the users of the facility;

21.1.4. any actions or omissions by Tenant that unduly interfere with activities of Landlord, or which unduly disturb the quiet enjoyment of neighboring property owners/occupants;

21.1.5. Tenant creates or permits any waste or nuisance on the Premises;

21.1.6. Tenant commits 3 defaults in a 12 month period, regardless of whether or not Tenant timely cured such defaults as provided below;

21.1.7. Tenant permits the consumption of alcohol on the Premises; or

21.1.8. any other activity or omission that in Landlord's reasonable judgment is not a condition subject to "cure".

21.2. **Breach and Opportunity to Cure.** Either Party may present written notice of default or non-performance to the other party. For any default other than those listed in section 21.1, the non-breaching party may terminate the Lease only if the breaching party fails to cure the default within 30 days of receiving the notice from the non-breaching party. Both parties may pursue any other remedies provided by law for the breach of this Lease. No right or remedy conferred or reserved is intended to be exclusive of any other right or remedy, and each shall be cumulative and in addition to any other right or remedy conferred or reserved in this Lease.

22. **Personal Property.** Tenant shall maintain a current inventory of all items of personal property owned by Tenant and placed or kept on the Premises by Tenant. Any items of personal property left on the Premises upon expiration or earlier termination of this Lease shall become the property of Landlord and may be sold or otherwise disposed of by Landlord without liability to Tenant.

23. **Liens.** Tenant shall timely pay all contractors, subcontractors, mechanics, laborers, or materialmen providing materials or services with respect to the Premises, and shall not permit any lien to attach to the Premises or any interest therein, and shall indemnify and defend Landlord against all legal costs and charges resulting from any such lien.

24. **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 Lease

to be performed by the other party, 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.

25. **Assignment/Subletting.** Any attempted assignment of this Lease by Tenant without Landlord's prior written consent shall be void. Because of the special nature of this Lease, such consent may be withheld by Landlord in Landlord's sole and unfettered discretion. Such an assignment or sublease, if permitted, does not constitute a release of any obligations of the Tenant due under this lease. This Lease shall be binding on any and all successors and permitted assigns. Tenant shall not sublet any portion of the Premises without the Landlord's prior written consent, which consent shall be at Landlord's sole discretion.

26. **Entire Agreement.** This Lease shall constitute the entire agreement between the Parties with respect to the Premises and no modification hereof shall be binding unless in writing and signed by the Parties.

27. **Exhibits.** The following exhibits to this Lease are fully incorporated herein as if set forth at length:

**Appendix A Description of the Property**  
**Appendix B Depiction of the Premises**

28. **Destruction of Premises.** If at any time during the Term of this Lease the Premises becomes partially or totally destroyed by reason of any damage by fire, flood, hurricane, windstorm or other casualty or act of God and the Landlord cannot or does not fully repair the Premises within 90 days through no fault of the Tenant then the Tenant will be relieved of any further obligation, duty or liability under this Lease. If the Premises can be and are repaired fully in 90 days, then the Lease will continue in full force and effect while the repairs are being made, and the Tenant Reimbursement Amount will be abated by the percentage of the total space which is unavailable or not reasonably useful to the Tenant.

29. **Condemnation.** If all or any part of the Premises are taken under the power of eminent domain or sold under the threat of exercise of that power, this Lease may be terminated by either Party without further obligation on the part of either Party.

30. **Quiet Enjoyment.** Landlord warrants that Landlord owns the Property and has the full right to make this Lease. Landlord further covenants that Tenant shall have quiet and peaceful possession of the Premises during the entire Term as against lawful acts of third parties and as against the acts of all parties claiming title to, or a right to possess, the Premises. Tenant warrants that its use of the Premises will not interfere with the use of any other tenant on the Property.

31. **Interpretation of Lease.** The Parties acknowledge that each has had the opportunity to review this Lease with counsel of its or their choice. This Lease shall not be construed most strongly in favor nor most strongly against either of the Parties but shall be interpreted fairly and equitably to effectuate the intent of the Parties. All provisions contained in this Lease shall bind and inure to the benefit of the Parties hereto, their successors and assigns.

32. **Non-appropriation of Funds.** The Parties recognize that the performance by Landlord 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 Landlord's appropriation is reduced during the fiscal year, or if funding becomes otherwise not legally available to Landlord hereunder, Landlord may reduce the scope of this Lease if appropriate or terminate the Lease without further duty or obligation to Tenant. Landlord agrees to notify Tenant as soon as reasonably possible after the unavailability of said funds comes to its attention.

33. **Americans and Disabilities Act.** Tenant will comply with Title II of the Americans with Disabilities Act (Public Law 11-325, 42 U.S.C. §§ 12101-12213) and the federal regulation for Title II (28CFR Part 35).

34. **Legal Arizona Worker's Act.** If Tenant, under this Lease, furnishes labor, time or effort to County within the State of Arizona, the following applies: Tenant warrants that it will at all times during the term of this Lease comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Tenant will further ensure that each subcontractor who performs any work for Tenant under this Lease likewise complies with the State and Federal Immigration Laws. A breach of this paragraph will be deemed a material breach of this Lease that subjects Tenant to penalties up to and including termination of the Lease. County retains the legal right to inspect the papers of any Tenant or subcontractor employee who works on the Lease to ensure that the Tenant or subcontractor is complying with this warranty.

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

36. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Tenant engages in for-profit activity and has 10 or more employees, and if this Lease has a value of \$100,000.00 or more, Tenant certifies it is not currently engaged in and agrees for the duration of this Lease to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

37. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Tenant engages in for-profit activity and has 10 or more employees, Tenant certifies it is not

currently using, and agrees for the duration of this Lease to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Tenant becomes aware during the term of the Lease that Tenant is not in compliance with A.R.S. § 35-394, Tenant must notify the Owner within 5 business days and provide a written certification to Owner regarding compliance within 180 days.


38. **Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, Tenant hereby warrants that if Tenant's employees perform work in an outdoor environment under this Lease, Tenant will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Tenant will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Tenant to prevent heat-related illnesses and injuries in the workplace. Tenant will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Tenant will further ensure that each subcontractor who performs any work for Tenant under this Lease complies with this provision.

39. **Severability.** Each provision of this Lease stands alone, and any provision of this Lease found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.

[SIGNATURE PAGE TO FOLLOW]

The Parties hereto have executed this Lease on the day, month and year written below.

**TENANT:**

  
\_\_\_\_\_  
Nicholas McLain, President/CEO

\_\_\_\_\_  
May 02, 2025  
Date

**LANDLORD: PIMA COUNTY, a body politic and corporate of the State of Arizona:**

\_\_\_\_\_  
Rex Scott, Chairman, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Melissa Manriquez, Clerk of the Board

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT**

**VICTOR PEREIRA**

Digitally signed by VICTOR PEREIRA  
DN: cn=VICTOR PEREIRA, ou=NRPR,  
email=VICTOR.PEREIRA2@PIMA.GOV, c=US  
Date: 2025.05.05 08:08:20 -07'00'

\_\_\_\_\_  
Victor Pereira, Director, Parks & Recreation

 5/19/2025  
\_\_\_\_\_  
Carmine DeBonis, Deputy County Administrator

 5/6/2025  
\_\_\_\_\_  
Jeffrey Tepiltsky, Director, Real Property Services

**APPROVED AS TO FORM:**

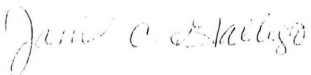
  
\_\_\_\_\_  
Janis Gallego, Deputy County Attorney, Civil Division  
5/2/2025  
\_\_\_\_\_  
Date



EXHIBIT A

CONTINETAL COMMUNITY CENTER

530 E. Whitehouse Canyon Road, Continental, AZ 85614

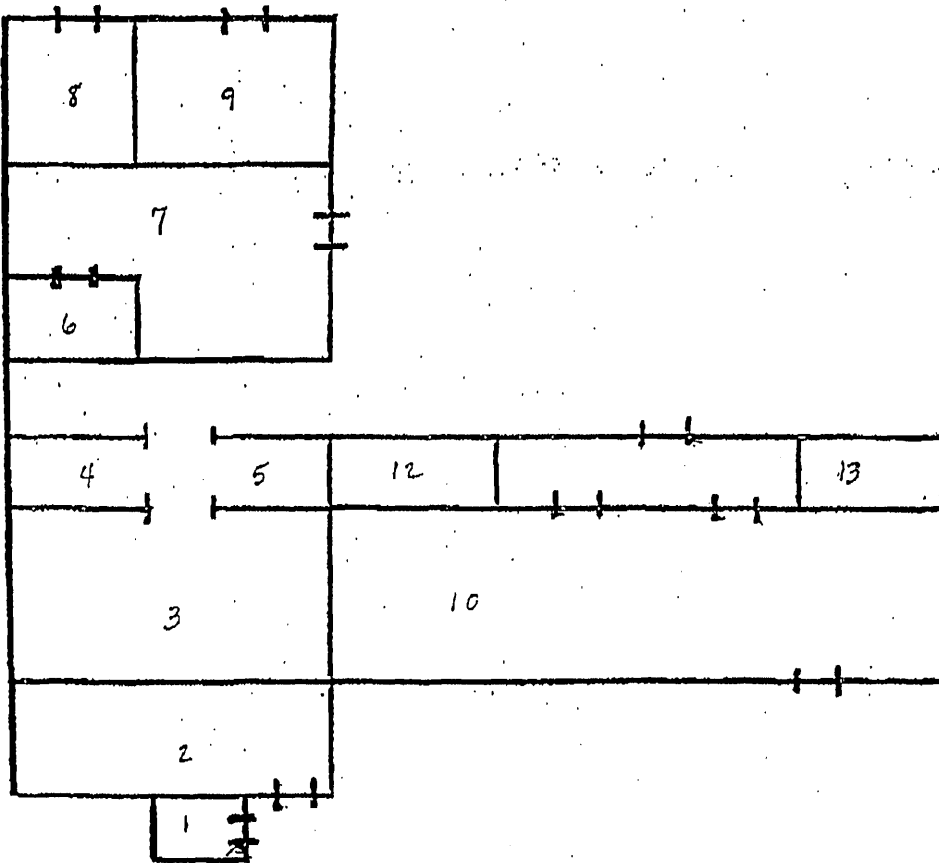
IRR PCL LYG S & W OF WHITE HOUSE CANYON RD  
& E OF SPRR IN CONTINENTAL CANOA LAND GRANT  
1.26 AC SEC 24-18-13

Map, Book, Parcel 304-18-9750

Continental Community Center Exhibit "B"

S1

GN



S2