



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 05/06/2025

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Rillito Park Foundation, an Arizona non-profit corporation

***Project Title/Description:**

Historic Jelks House Operating Agreement, Fourth Amendment to Operating Agreement.

***Purpose:**

Fourth Amendment to Operating Agreement for the Historic Jelk House located at 1090 E. River Rd. (the "Property"). County and the Rillito Parks Foundation (the "Operator"), have agreed to extend the Operating Agreement for an additional one (1) year term. All other terms to the Operating Agreement will remain the same. RPS File LCP-0014

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

The Operator will continue to pay monthly fee and maintain the Property during the term of the Amendment.

***Public Benefit:**

Collection of a monthly fee in the amount of \$2,000.00 per month. The fees will be deposited into a special revenue fund with Pima County Parks and Recreation to be used exclusively for County authorized capital improvements to the Property.

***Metrics Available to Measure Performance:**

The monthly fee of \$2,000.00 is based on an independent appraisal.

***Retroactive:**

No

Location Map, attached

TO: COTB, 4-22-2025^U
Vers. 1.1
pgs. 1-4

APR 22 25 PM 11:02 P0

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: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☐ Revenue Amount: \$ _____

*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: CT Department Code: RPS Contract Number (i.e., 15-123): CT2400000014

Amendment No.: 4 AMS Version No.: 2

Commencement Date: 7/01/2025 New Termination Date: 6/30/2026

Prior Contract No. (Synergen/CMS): CTN-RPS-23*0185

☐ Expense ☒ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ 24,000.00

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: Rita Leon

Department: Real Property Services

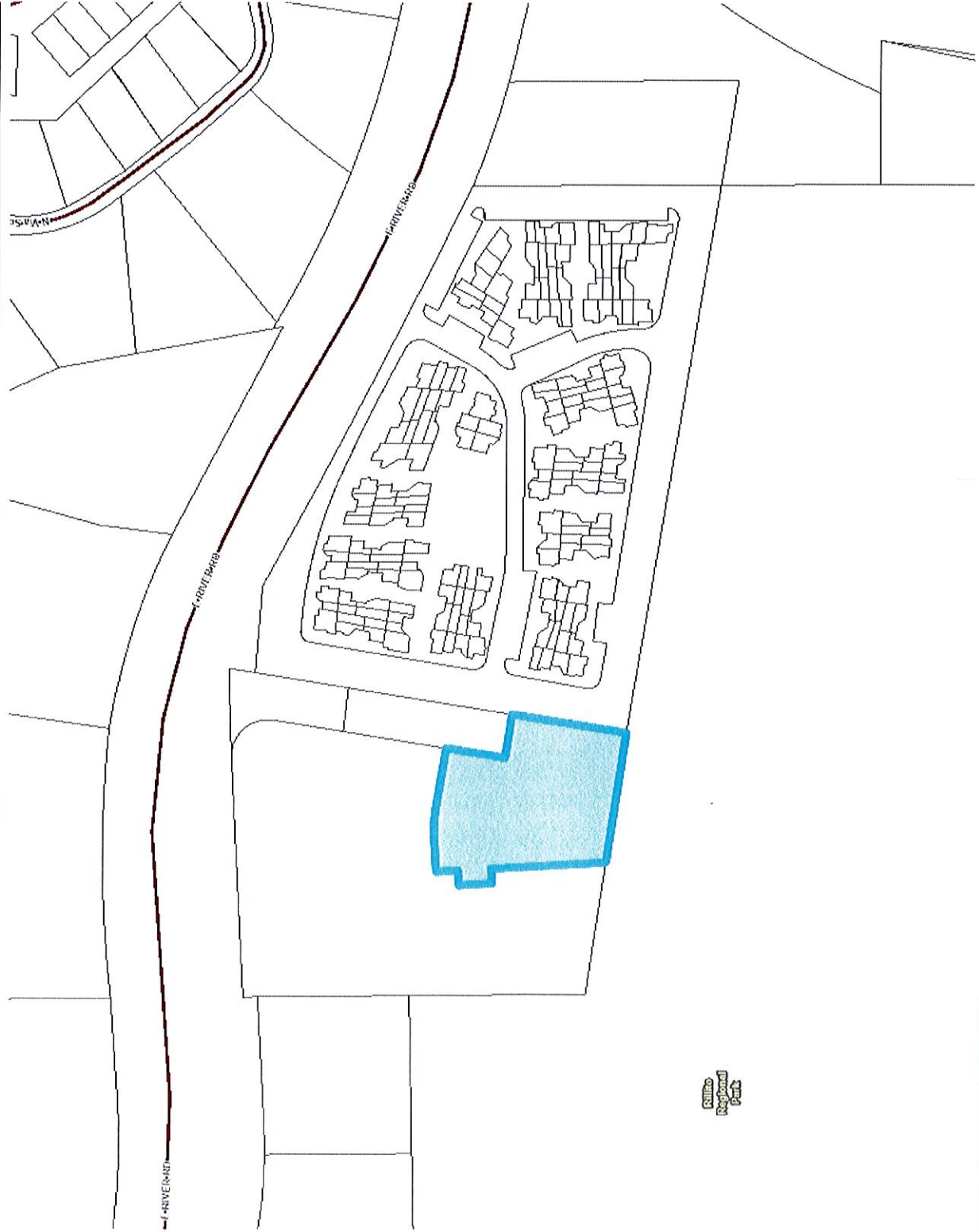
Telephone: 520-724-6462

Department Director Signature: _____ Date: 4/17/2025

Deputy County Administrator Signature: _____ Date: 4/17/2025

County Administrator Signature: _____ Date: 4/17/2025

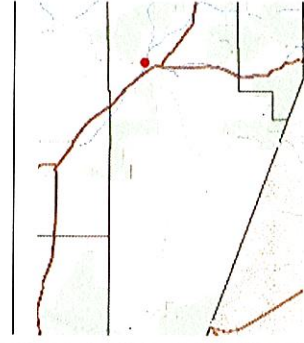
Location 108-19-013F



Public
Regional
Park

Legend

- Streets - All
- Parcels



Notes:

This map is static output from an internet mapping site and no warranty is expressed or implied as to the accuracy, reliability, currency or completeness of the data, and is for reference only



Feet



**PIMA COUNTY DEPARTMENT OF:
PARKS & RECREATION**

PROJECT: Historic Jelks House Operating Agreement

OPERATOR: Rillito Park Foundation, an Arizona nonprofit corporation

OPERATING AGREEMENT NO.: CT2400000014
(Formally known as CTN-PW-21-0094, and CTN-RPS-23*0185)

AMENDMENT NO.: Four (4)

ORIGINAL OPERATING TERM: 07-01-2021 – 06-30-2023	ORIG. AMOUNT:	\$31,200.00
TERMINATION DATE PRIOR AMENDMENT: 06-30-2025	PRIOR AMENDMENTS:	\$48,000.00
TERMINATION THIS AMENDMENT: 06/30/2026	AMOUNT THIS AMENDMENT:	\$24,000.00
	TOTAL AMOUNT:	\$103,200.00

FOURTH AMENDMENT TO OPERATING AGREEMENT

1. BACKGROUND AND PURPOSE; EFFECTIVE DATE

1.1. Pima County, a political subdivision of the State of Arizona ("County") owns real property at 1090 E. River Rd., Tucson, Arizona (the "Property"), which is depicted in Exhibit A.

1.2. Rillito Park Foundation, an Arizona non-profit corporation ("Operator") currently occupies the Property under an Operating Agreement # CTN-RPS-23*0185 (formally known as CTN-PW-21-0094, reissued due to internal department/unit revisions), dated July 1, 2021, and First Amendment dated July 1, 2023. The First Amendment to Operating Agreement terminated on June 30, 2024, Second and Third Amendment are scheduled to terminate on June 30, 2025.

1.3. The parties wish to extend the Term of the Operating Agreement for an additional one-year term.

1.4 Effective Date: This Amendment is effective as of July 1, 2025.

2. **MODIFICATION OF OPERATING AGREEMENT.** County and Operator hereby modify the terms of the Agreement as follows. Sections 2.2 through 2.8 below shall be inserted after Section 28 of the Agreement and numbered as 29-34 and other numbering adjusted accordingly:

2.1. **Term:** The Operating Agreement is extended for an additional one-year term, with the amended Term to begin on July 1, 2025, and terminate on June 30, 2026, unless otherwise terminated or extended by the parties.

2.2. **Hazardous Material.** Replace reference in Section 10.1 to NRS 459.400 *et seq.* with ARS § 49-921 *et seq.*

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

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

2.5. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Operator engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Operator certifies it is not currently engaged in and agrees for the duration of this Agreement 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.

2.6. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Operator 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 Agreement 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 Operator becomes aware during the term of the Agreement that Operator is not in compliance with A.R.S. § 35-394, Operator must notify the County within 5 business days and provide a written certification to Owner regarding compliance within 180 days.

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

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

2.9. **Applicable Law:** Any legal action relating to this Lease must be brought in Arizona court in Pima County; Arizona law will apply to such disputes.

2.10. **Notices:** Any notice required hereunder must be delivered by electronic mail, personally or by certified mail, directed as follows:

If to County:
Victor Pereira, Director
Pima County Department of
Park, and Recreation
3500 W. River Rd.
Tucson, Arizona 85741
victor.pereira2@pima.gov

With a copy to:

Jeffrey Teplitsky, Director
Pima County Real Property
201 N. Stone Ave, 6th Floor
Tucson, Arizona 85715-1215
jeffrey.teplitsky@pima.gov

If to Operator:
Jaye Wells
Rillito Park Foundation
1090 E. River Road
Tucson, Arizona 85718
jaye.wells@gmail.com

3 **REMAINING OPERATING AGREEMENT and FIRST AMENMENT TERMS UNCHANGED.** All other terms and conditions of the Operating Agreement not specifically modified by this Amendment remain in full force and effect.

The Parties hereby execute this Fourth Amendment on the day, month and year written below.

COUNTY:
Pima County, a political subdivision of
the State of Arizona

OPERATOR:
Rillito Park Foundation
an Arizona non-profit corporation

Rex Scott, Chair Board of Supervisors

Signature

Date _____

Jaye H. Wells - President
Name and Title (please print)


ATTEST:

Date 4.9.25
4.9.25

Melissa Manriquez, Clerk of Board

Date _____

APPROVED AS TO CONTENT:

 4/17/2025
Carmine DeBonis, Deputy County Administration-Public Works


Jeffrey Teplitsky, Director, Real Property Services

APPROVED AS TO FORM:



Janis Gallego, Deputy County Attorney