



Contract Number: CTN-FM-14\*208  
 Effective Date: 6-19-14  
 Term Date: 9-30-19  
 Cost: \_\_\_\_\_  
 Revenue: 452.83  
 Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
 Action: \_\_\_\_\_  
 Renewal By: \_\_\_\_\_  
 Term: 7-1-19  
 Reviewed by: JR 9-30-19

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: August 5, 2014

**ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

License Agreement permitting Lutheran Social Services of the Southwest ("LSS-SW"), DBA Refugee Focus, Inc., to attach a sign on the east-facing exterior wall of Pima County's building at 160 N. Stone Avenue, Tucson, directing their clients and the public to their new office located at 120 N. Stone Avenue, which is not visible from the street. The License term is from June 19, 2014 through September 30, 2019, and terminates with the LSS-SW lease of their office.

**CONTRACT NUMBER** (if applicable): CTN - FM -14\*0208

**STAFF RECOMMENDATION(S):**

Approve.

CORPORATE HEADQUARTERS: \_\_\_\_\_

Ver. 1  
 Vendor-1  
 Pgs. 8

To: COB - 7-23-14  
 Agenda 8-5-14  
 (2)

CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM NO. \_\_\_\_\_

PIMA COUNTY COST: 0 and/or REVENUE TO PIMA COUNTY: \$ 52.83  
(total revenue from 6/19/14 through 9/30/18)

FUNDING SOURCE(S): Licensee use fee payments to Pima County  
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

		YES	X	NO
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**Board of Supervisors District:**

1		2		3		4		5	XX	All	
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**IMPACT:**

**IF APPROVED:** Members of the public seeking the services of Lutheran Social Services of the Southwest and Refugee Focus will be able to more easily locate those offices in order to avail themselves of the assistance provided by these entities.

**IF DENIED:** Persons seeking such services and assistance will have difficulty locating the service providers because their new office location is not visible from the street.

DEPARTMENT NAME: Facilities Management

CONTACT PERSON: Nina Armstrong TELEPHONE NO.: 724-2725



2. **RESTORATION OF PROPERTY:** Licensee agrees that upon completion of its use of the Property, and at its expense, it will restore the Property to the same condition it was in at the time received by Licensee, reasonable wear, tear and damage not caused by Licensee's use or alteration of the Property excepted.
3. **INDEMNIFICATION:** Licensee covenants that it shall defend, indemnify and hold the Licensor, its officers, agents and employees, harmless from any and all claims, demands, causes for action, complaints, suits, losses, damages, injuries and liabilities whatsoever, including but not limited to, cost, expenses and attorney fees, to any person, persons or property caused or occasioned by the Licensee's activities under the license.
4. **INSURANCE REQUIREMENTS:** Licensee shall provide, during the entire term of this License Agreement, the following type(s) and amounts of insurance:
  - A) General Liability with a limit of not less than \$1,000,000 for each occurrence to include bodily injury, broad form property damage, products and completed operations and blanket contractual liability;
    - i) The General Liability policy shall be endorsed to specify that Pima County is included as an additional insured with respect to liability arising out of the Sign and activities performed by or on behalf of the Licensee. As an additional insured, Licensor shall (1) provide prompt written notice to Licensee of claims made against the additional insured; (2) assist in the investigation, settlement, and defense of claims; and (3) transfer rights of recovery to Licensee or its insurer.
    - ii) The Insurance certificate is to be received and approved by Licensor before the work or the activity commences. The insurance policy must be in effect at or prior to commencement of activity under this License and remain in effect for the duration of the License. By signing this agreement the Licensee agrees to this requirement and failure to meet this requirement will result in cancellation of the License Agreement.
  - B) Licensee is not an employee of Licensor for workers' compensation purposes and, therefore, Licensee is not entitled to workers' compensation benefits from Licensor. Licensee understands that if there are any employees working for Licensee, then Licensee must maintain workers' compensation insurance on them.
  - C) Licensee's insurance shall be primary insurance and non-contributory with respect to all other available sources.
  - D) Licensee shall provide Licensor with current certificates of insurance. Should any of the above described policies be cancelled before the expiration date thereof, Licensee shall provide immediate notice to Licensor.
5. **BAILMENT:** It is understood and agreed that if Licensee is allowed the use of any of Licensor's personal property, a bailment is hereby created between Licensor (Bailor) and

Licensee (Bailee) and Licensee promises to use reasonable care in regard to these items of property and shall return same in as good condition as of the date said items were loaned to the Licensee. Licensee further agrees to insure these items against damage or loss.

6. **APPLICABLE LAW:** The parties will comply with all federal, state and local laws, rules, regulations, standards, Executive Orders, and Pima County Board of Supervisors' policies, without limitation to those designated within this License Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this License Agreement and any disputes hereunder. Any action relating to this License Agreement shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, regulations, and Board of Supervisor policies during the terms of this Lease shall apply but do not require an amendment.
7. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** Licensee shall comply with all current, 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.
8. **CONFLICT OF INTEREST:** This License Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. 38-511, the pertinent provisions of which are incorporated herein by reference.
9. **NON-DISCRIMINATION IN EMPLOYMENT:** Licensee shall not discriminate against any County employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out Licensee's duties pursuant to this License Agreement. Licensee shall comply with the provisions of Executive Orders 75-5, as amended by Executive Order 99-4, which are incorporated into this License Agreement by reference as if set forth full herein.
10. **REVOCAION OR SUSPENSION:** Licenser reserves the right to revoke or suspend Licensee's permission to use the Property at any time, with or without prior notice, if the Board of Supervisors or the County Administrator or his designee determines there is a risk or danger to health or safety or that the interests of the inhabitants of Pima County are served by revocation or suspension. In the event of revocation or suspension, Licenser shall have no further responsibility or liability to Licensee arising out of Licensee's use of the Property, this License Agreement or the revocation or suspension of this License Agreement, and Licensee's duties to insure and indemnify Licenser shall extend to any claim in connection with revocation or termination. Licenser shall give reasonable notice under the circumstances of the revocation or suspension to Licensee as provided in paragraph 11, below.

Upon notice of revocation or suspension, Licensee will cooperate with Licenser and will comply with any request by Licenser to effect the revocation or suspension as promptly as possible, exercising all reasonable care to protect persons and property and to preserve the peace and maintain order. Within three working days after revocation or suspension, Licenser shall issue a written statement to Licensee of the reason(s) for Licenser's decision to revoke or suspend the Licensee's permission to use Licenser's property.

11. NOTICES: Whenever this License requires that notice or demand be given by or served to either Party, the notice or demand shall be in writing and shall be delivered personally or by registered or certified mail, postage prepaid, addressed as follows:

A. If to Licensor:

Pima County  
Facilities Management Department  
Attn: Michael Kirk, Director  
150 W. Congress, 3rd Floor  
Tucson, AZ 85701

B. If to Licensee:

Lutheran Social Services of the Southwest  
Attn: Ms. Dominique Dancause  
10201 S. 51<sup>st</sup> Street, Suite 180  
Phoenix, AZ 85044

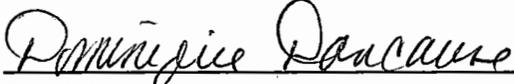
Phone: (520) 748-2300 ext. 244

Email: [DDancause@LSS-SW.org](mailto:DDancause@LSS-SW.org)

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF, the parties properly authorized to do so have executed this agreement on the day, month and year written below.

**LICENSEE: LUTHERAN SOCIAL SERVICES OF THE SOUTHWEST,**  
an Arizona non-profit organization.

  
\_\_\_\_\_  
Dominique Dancause  
Chief Financial Officer

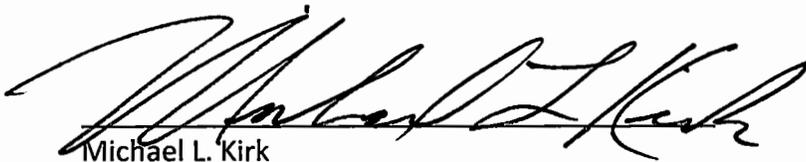
7/1/14  
\_\_\_\_\_  
Date

**LICENSOR: PIMA COUNTY,** a political subdivision of the State of Arizona

N/A  
\_\_\_\_\_  
George Widugiris  
Procurement Director

\_\_\_\_\_  
Date  
**PIMA COUNTY  
BOARD OF SUPERVISORS**  
\_\_\_\_\_  
Chairman

APPROVED AS TO CONTENT:

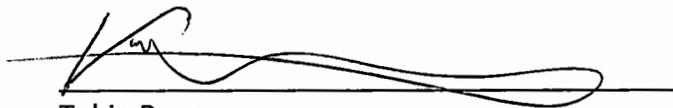
  
\_\_\_\_\_  
Michael L. Kirk  
Director, Facilities Management

6/30/14  
\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

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

  
\_\_\_\_\_  
Tobin Rosen  
Deputy County Attorney

6/30/14  
\_\_\_\_\_  
Date

**EXHIBIT "A"**

QTY 1  
4' X 8' SINGLE-SIDED ALUMINUM

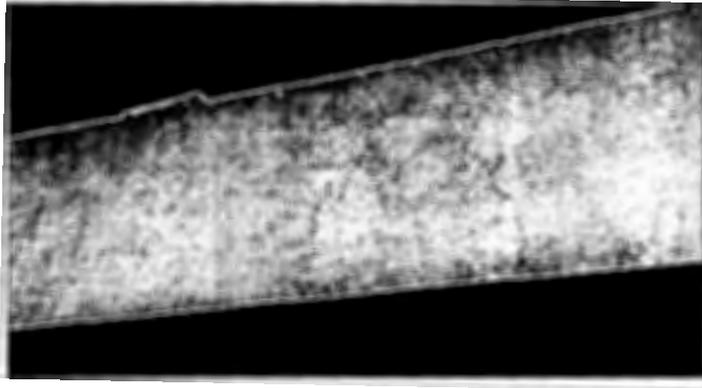
INSTALLED ON BUILDING  
AT ALAMEDA ALLEY ENTRANCE



Sign location.

PICTURE IS EXAMPLE ONLY  
NOT TO BE AT SCALE

Directional sign; 4' X 8', aluminum.



160 N. Stone Ave, façade signage panel

EXHIBIT "B"



SIGN LOCATION



# CERTIFICATE OF LIABILITY INSURANCE

3/1/2015

DATE (MM/DD/YYYY)  
6/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

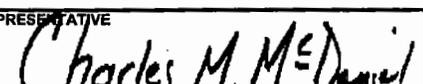
<b>PRODUCER</b> Lockton Companies 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>	
<b>INSURED</b> 1364273 Lutheran Social Services of the Southwest 120 N. Ave., Suite 220R Tucson, AZ 85701	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Philadelphia Indemnity Insurance Company		18058
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

**COVERAGES**                      **CERTIFICATE NUMBER:** 13007686                      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	PHPK1138534	3/1/2014	3/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Sign placement on premises. Pima County is included as Additional Insured on a primary and non-contributory basis where required by written contract with respect to liability arising out of the Sign and activities performed by or on behalf of of the Named Insured.

<b>CERTIFICATE HOLDER</b> 13007686 Pima County c/o Facilities Management Department 150 W. Congress St., 3rd Floor Tucson AZ 85701	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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