



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 01/23/2024

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Tim Henrickson

**\*Project Title/Description:**

County Airport Hangar License

**\*Purpose:**

The License grants Licensee the use of Eric Marcus Hanger Space No. 5. The hangar shall be used for storing the Licensee Aircraft. The term of the License is five (5) years. (RPS File LCP-0059)

**\*Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

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

The Licensee will pay rent and will maintain, and secure the property.

**\*Public Benefit:**

Collection of rental income in the amount of \$140.00 a month.

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

Rental rate based on rental study completed by Real Property Services.

**\*Retroactive:**

No

TO: COB, 1-9-2024 12  
Vers.: 1  
pgs.: 4

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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: CTN Department Code: RPS Contract Number (i.e., 15-123): 24\*097  
Commencement Date: 1/23/2024 Termination Date: 1/22/2029 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount \$ \_\_\_\_\_ \* ☒ Revenue Amount: \$ 8,400.00

\*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: Rita Leon

Department: Real Property Services

Telephone: 724-6462

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

Date: 1/4/2024

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

Date: 1/4/2024

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

Date: 1/4/2024

**COUNTY**  
**Airport Hangar License**

THIS LICENSE is made by and between PIMA COUNTY, a political subdivision of the State of Arizona ("County") and Tim Henrickson ("Licensee") for the use of aircraft hangar space owned by County, under the following terms and conditions.

1. Grant of Permission. County hereby grants permission, revocable and terminable as provided herein, to Licensee to use Eric Marcus Hangar Space Number 5 (the "Hangar"). The Hangar is located at the Eric Marcus Airport, 77 E. Meade Rd., Ajo Arizona (the "Property"). The Hangar shall be used solely for storing the following aircraft (the "Aircraft"):

Make: A 36 TC  
Model No.: 1980 Beechcraft  
N-Number: N455JR

2. Term. This License shall run for a period of 5 (five) years from the date this License is executed by County. Notwithstanding any other condition, this License may be terminated by either party or revoked by County upon providing ninety days' written notice to the other. County may terminate or revoke this License by recording a termination or revocation statement executed by the Manager of Real Property Services of County Public Works Administration.

3. Proof of Registration. Hangar space at the Airport shall be Licensed only to persons or entities owning or leasing aircraft to be stored at the hangar. Licensee shall provide County with a copy of the current FAA Certificate of Aircraft Registration that has been completed for the aircraft to be stored under this License. If Licensee has a temporary registration or if there is any change of aircraft ownership, Licensee shall have 120 days in which to acquire a permanent registration or another aircraft before this License is canceled. If the registration is not in the name of the Licensee, Licensee will provide a copy of a valid exclusive lease or other documentation showing an adequate possessory interest in the aircraft to County.

4. Inspection and Monitoring. County shall conduct periodic field inspections throughout the year to verify compliance with the following conditions:

4.1. Licensee shall abide by the rules and regulations of the Ajo Airport, Ordinances of County, Federal and State Statutes, and Regulations of the Federal Aviation Administration including environmental laws regarding the handling, discharge release and dumping of hazardous substances.

4.2. The Hangar shall not be used for the storage of flammable or explosive substances or items. Minor amounts of such products may be used in connection with the normal repair and maintenance activities permitted in the Hangar; provided, however, that the containers are stored elsewhere.

4.3. Aircraft shall be removed from the Hangar when adding fuel products or when painting larger surface of the aircraft.

4.4. If Licensee fails to maintain the Hangar as required herein, County may take corrective action at the expense of Licensee upon ten (10) days notification.

4.5. County reserves the right to enter the Hangar at any time.

4.6. Licensee assumes all liability for fire, theft, damage, or injury sustained in any event.

4.7. Hazardous Activities such as, but not limited to, welding, painting, doping, open fuel lines, or the application of hazardous substances are expressly prohibited.

4.8. Storage of an item that is not related to aviation is prohibited without the written consent of County for storage of incidental items.

4.9. Licensee will keep the Hangar clean and free of grease, oil, rags, paper, and other debris.

5. Structural Modification. No structural or electrical modifications, painting or other alterations will be made to the Hangar without prior written approval of County.

6. Privilege Assignable. Licensee's privileges hereunder are assignable only upon prior written approval of County.

7. Engine Operation. No Aircraft engine shall be operated in a negligent manner so that the propeller or exhaust blast may cause injury to persons or damage to property.

8. Property Damage. County assumes no liability for damage or loss to aircraft or other personal property stored under this License. Aircraft and other property are stored at Licensee's sole risk. Any insurance protecting Licensee's personal property against fire, theft or damage must be provided by Licensee.

9. Hold Harmless. All costs associated with the License shall be at the sole expense of Licensee. Licensee assumes responsibility and liability for any injury or damage to the above described right-of-way or to any person while using the above described right-of-way caused by or arising out of the exercise of this License. Licensee will indemnify, defend, and hold harmless County, its officers, departments, employees, agents and representatives from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature arising out of this License, which are attributed, in whole or in part to Licensee's use of the Hangar, or to any act or omission of the Licensee, its agents, employees, or anyone acting under its direction, control or on its behalf, whether intentional or negligent in connection with or incident to this License. Licensee's responsibilities shall not extend to the negligence of County or its officers, departments, employees, and agents. This indemnity shall survive the termination of the License.

10. Insurance. Licensee shall obtain \$2,000,000 of aircraft insurance naming the County as Additional Insured. County reserves the right to require additional insurance in its sole discretion. The policy shall be maintained throughout the term of this License by the Licensee or Licensee's assignees. This License may be terminated by County if Licensee's insurance lapses. A certificate of insurance shall be supplied to County with the stipulation that the insurance company shall notify

County in writing of any intent to cancel the insurance. This notification shall be required no less than thirty days prior to said cancellation. If Licensee is self-insured, Licensee may provide evidence of such self-insurance in a form that is acceptable to County's risk manager in lieu of the certificate of insurance.

11. Annual Fee. Licensee shall pay a monthly fee of \$140, which is subject to periodic adjustment by County upon sixty (60) days advance notice. Licensee shall pay the fee in advance monthly. The fee shall be due on the 10th day of each calendar month. The non-payment of license fees may be grounds for cancellation of this License. If the license fee is not paid when due, a \$25 late charge shall be due and payable with the license fee. In the event the monthly fee is not paid within ten (10) days after the due date, Tenant agrees to pay a default charge of \$3 per day until the monthly fee is paid in full.

12. Maintenance: Aircrafts maintenance is permitted in accordance with the following:

12.1. Only the Aircraft may maintained or repaired in the Hangar.

12.2. T-Hanger doors must be kept open to provide adequate ventilation during any maintenance or repair activity, which might create noxious fumes.

12.3. The Licensee or a bona fide employee, agent or invitee must be in compliance with any applicable FAA licensing requirements prior to performing maintenance on the Aircraft.

12.4. No tools shall be stored or used in the Hangar except those tools required to accomplish maintenance or repairs to the Aircraft.

12.5. Maintenance shall be performed pursuant to 14 CFR 43.

13. Safety. The maintenance of the Aircraft shall not interfere with the general health, safety, and welfare of the citizens of County.

14. Licensee Has No Interest or Estate. Licensee agrees that it has no claim, interest, or estate at any time in the Hangar by virtue of this License or its use hereunder. Upon termination or revocation of this License, Licensee shall have no right of entry upon the Property.

15. Commercial Activity. No commercial or revenue-producing activities shall be conducted from the Hangar and the Hangar may be used only for activities incidental to the Aircraft.

16. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511 which provides for cancellation of contracts by the County for certain conflicts of interest.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the dates shown below.

**Pima County**, a political Subdivision for the State of Arizona

By: \_\_\_\_\_  
Adelita S. Grijalva, Chair, board of Supervisors

Date: \_\_\_\_\_

ATTEST:

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:

 12/14/2023  
By: Rachelle Barr, Deputy County Attorney

APPROVED AS TO CONTENT:

 1/4/2024  
Carmine DeBonis Jr., Deputy County Administration-Public Works

  
Jeffrey Teplitsky, Director Real Property Services

**LICENSEE: Tim Henrickson**

By:   
Tim Henrickson