



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 10/17/2023

* = Mandatory, information must be provided

or Procurement Director Award:

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

Greater Littletown Human Resources Group Inc., an Arizona non-profit corporation

***Project Title/Description:**

First Amendment to Lease

***Purpose:**

First Amendment to Lease between Tenant and Pima County ("County"). The County owns a public park know as Thomas Jay Park, including associated parking areas located at 6465 South Craycroft Road, Tucson, AZ, (the Property") a portion of which has been utilized by the Tenant for the distribution of nutritional assistance to residents of Pima County. The Amendment will extend the Lease for an additional 10 years. File No: LCP-0223

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

The goal of the Tenant is to continue to provide nutritional assistance to the residents of Pima County.

***Public Benefit:**

The County will provide the Tenant with the space in which to provide aassistance to the residents of Pima County.

***Metrics Available to Measure Performance:**

Tenant to maintain the Property per the agreement and continue to provide valuable social services to the residents of Pima County.

***Retroactive:**

No

TO: COB 9-27-23 (1)
vers: 1
pgs.: 20

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: CTN Department Code: RPS Contract Number (i.e., 15-123): 24*049
Amendment No.: 1 AMS Version No.: 1
Commencement Date: 11/01/2023 New Termination Date: 10/31/2033
Prior Contract No. (Synergen/CMS): CTN-PR-14*0109

Expense Revenue Increase Decrease

Amount This Amendment: \$ 0.00

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: 724-6462

Department Director Signature: _____

Date: 9/25/2023

Deputy County Administrator Signature: _____

Date: 9/25/2023

County Administrator Signature: _____

Date: 9/26/23



PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICES	
LANDLORD: Pima County	
TENANT: Greater Littletown Human Resources Group Inc., an Arizona non-profit corporation	
LEASE NO.: CTN-RPS-24*049 (Formally known as CTN-PR-14-0109)	
LEASE AMENDMENT NO.: One (1)	

ORIGINAL LEASE TERM:	01/07/2014 – 10/31/2023	ORIG. LEASE AMOUNT:	\$00.00
		PRIOR AMENDMENTS:	00.00
TERMINATION THIS AMENDMENT:	10/31/2033	AMOUNT THIS AMENDMENT:	\$00.00
		REVISED LEASE AMOUNT:	\$00.00

FIRST AMENDMENT TO LEASE

1. BACKGROUND AND PURPOSE; EFFECTIVE DATE

1.1. Pima County, a political subdivision of the State of Arizona (“County”) owns real property at 6465 South Craycroft Rd., Tucson, Arizona (the Property), which is depicted on attached **Exhibit “A”**.

1.2. Greater Littletown Human Resources Group Inc., an Arizona non-profit corporation (“Tenant”) currently occupies the Property under a Lease Agreement # CTN-PR-14-0109, dated January 7, 2014. The Ground Lease is scheduled to terminate on October 31, 2023.

1.3. The parties desire to amend the terms of the Ground Lease. The amended terms pertain to the Term, Use of the Premise, Condition of Premises/Maintenance & Repairs, Insurance and Notices of the original lease attached as **Exhibit “B”** Ground Lease.

1.4. Effective Date: This Amendment is effective as of November 1, 2023.

2. **MODIFICATION OF LEASE.** County and Tenant hereby modify the terms of the Lease as follows:

2.1. **Term:** The Lease is extended for an additional Ten (10) year term. Term to begin on November 1, 2023, and terminate on October 31, 2033, unless otherwise terminated or extended by the parties.

2.2. **Tenant's use of Premises.** See Exhibit "B", Pages 2-3 Item 5-B Remove: Outdoor Storage.

2.3. **Condition of Premises/Maintenance & Repairs, see Exhibit "B", Page 4, Item 8 additional conditions.**

- A) Tenant shall only use the parking lots/spaces designated to them. Any damage to Landlords infrastructure assets (i.e., irrigation heads, post and cable, chain-link fence, etc..) will be repaired at Tenants expense.
- B) Tenant designated delivery vehicles may enter through maintenance gate, off load and immediately return to parking lot.
- C) Tenant shall be responsible for depositing any waste and recycle products inside dumpsters provided on site. All dumpster lids must remain locked and secured. Collection of pallets or cardboard outside the waste dumpsters are prohibited.
- D) Tenant to promote safety for food bank customers. Tenant should have customers form line on designated sidewalk and not form a line, congregate, or encroach into the designated parking lot.
- E) No food products or water bowls shall be left for stray cats, birds, rodents, etc., by the Tenant or customers.

2.4 **14 Insurance:** See Exhibit "C" for additional terms and update.

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

2.6 **Nondiscrimination.** During the Term of this Lease, Tenant will 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, and Tenant will at all times comply with the provisions of Arizona Executive Order 2009-09.

2.7 **Notice.** Any notice required or permitted to be given under this Lease shall be in writing and shall be served on the other party by personal delivery, United States mail service, electronic transmission, or by fax. Notice to County must be served on:

If to Landlord:
Director
Pima County Natural Resources, Parks, and Recreation
3500 W. River Rd.
Tucson, Arizona 85741
Phone: 520-724-5000
Fax: 520-724-5078

If to Tenant:
Facilities Director
Greater Littletown Human Resources Group, Inc.
P.O. Box 22486
Tucson, Arizona 85734
Phone: 520-390-6781
littletownfoodbank@gmail.com

3 **REMAINING LEASE TERMS UNCHANGED.** All other terms and conditions of the Lease not specifically modified by this Amendment remain in full force and effect.

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

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

TENANT:
Greater Littletown Human Resources Group an Arizona non-profit corporation

Adelita S. Grijalva, Chair Board of Supervisors

Signature *Miss Chris Kingston*

Date _____

Name and Title (please print) *Chris Kingston Pres*

ATTEST:

Date *9/19/2023*

Melissa Manriquez, Clerk of Board

Date _____

APPROVED AS TO CONTENT:

Carmine DeBonis Jr. *9/25/2023*

Carmine DeBonis Jr., Deputy County Administration-Public Works

Jeffrey Teplitsky *9/20/2023*

Jeffrey Teplitsky, Director, Real Property Services

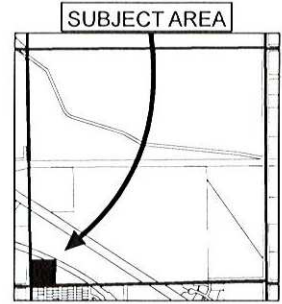
APPROVED AS TO FORM:

Rachelle Barr *09/12/2023*

Rachelle Barr, Deputy County Attorney

EXHIBIT A

SECTION 12
TOWNSHIP 15 SOUTH
RANGE 14 EAST



SECTION 12 G&SRM
PIMA COUNTY, ARIZONA



23134

**PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT**

DRAWING NOT TO SCALE DRAWN BY: A GRIFFIN DATE: SEPT 2023

LEGEND


 Pima County -
Thomas Jay Regional Park

Exhibit "B"

PIMA COUNTY DEPARTMENT OF:
NATURAL RESOURCES, PARKS AND RECREATION

LEASE: 6465 SOUTH CRAYCROFT ROAD
TUCSON, AZ

TENANT: GREATER LITTLE TOWN HUMAN RESOURCES GROUP INC.

LEASE NO.: _____
NON-REVENUE CONTRACT

CONTRACT
NO. <u>C.T.N. PR. 140000 0000 0000 109</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

GROUND LEASE

This Lease is entered into by and between Pima County, a body corporate and politic of the state of Arizona (hereinafter "Landlord"), and Greater Littletown Human Resources Group, Inc., an Arizona non-profit corporation (hereinafter "Tenant").

RECITALS

1. Landlord owns a public park known as Thomas Jay Park, including associated parking areas, located at 6465 South Craycroft Road, Tucson, Arizona, a portion of which has been utilized for the distribution of nutritional assistance to residents of Pima County as is more fully described or illustrated on Exhibit A attached hereto (hereinafter called the "Premises").
2. Tenant is a non-profit corporation organized under the laws of the State of Arizona for the purpose of providing nutritional assistance to Pima County residents. Tenant is exempt from the payment of federal income tax under Section 501(c)(3) of the Internal Revenue Code.
3. Tenant and other community-based organizations have occupied the Premises for the purpose of providing nutritional assistance to Pima County residents without a formal agreement for approximately twelve years, and such organizations had previously occupied the Premises pursuant to certain formal agreements for some years prior to 2001.
4. Landlord has the authority, under A.R.S. § 11-256.01, to lease to a nonprofit corporation real property owned by Landlord at less than fair market value. Landlord has previously published notice of its intent to enter into this Lease as required by law.
5. Landlord has the authority under A.R.S. § 11-251(5) to provide for the care and maintenance of the sick of the county, under A.R.S. § 11-251(17) to adopt provisions necessary to preserve the health of the county and provide for the expenses thereof, and under A.R.S. § 11-267 to provide nutritional services to the disabled and to residents over sixty (60) years of age and to contract with third-party providers for the provision of such services.
6. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Premises, under the terms and conditions and for the specific purposes set forth herein.

AGREEMENT

1. **Premises.** In consideration of the foregoing Recitals, which are incorporated herein, and in further consideration of the valuable social services to be provided by Tenant, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, under the terms and conditions and for the purposes set forth herein, the Premises. For the purposes of this Lease, the Premises is defined as the land on which the 12 foot by 60 foot replacement modular structure defined in Section 6 along with Tenant's existing storage unit are set, plus a buffer of 15 feet on the north and east sides, 10 feet on the south side of the units and a 20 foot buffer on the west side of the units, as shown on Exhibit A.
2. **Term.** This Lease commences on the date it is executed by both parties and terminates on the last day of October 2023, (the "Initial Term"). Landlord and Tenant may, by written agreement, extend the term of this Lease for up to two additional ten (10) year periods (the "Renewal Terms").
3. **No Rent.** In consideration of the valuable social services that Tenant is to provide to the residents of Pima County pursuant to this Lease, Tenant will pay no rent to Landlord during the Initial Term or any Renewal Term of this Lease.
4. **Non-Profit Tax-Exempt Status.** Tenant shall at all times during any term of this Lease be a non profit organization exempt from taxation under Section 501 (c)(3) of the United States Internal Revenue Code (26 USC § 501(c)(3)). Tenant will provide Landlord a copy of Tenant's letter of exemption from the U.S. Internal Revenue Service granting Tenant such tax-exempt status, and any analogous ruling from the Arizona Department of Revenue. Tenant will notify Landlord in writing and provide Landlord with a copy of any ruling or inquiry from any governmental authority affecting or potentially affecting such status. Tenant will provide Landlord with audited financial statements each year regarding Tenant's operations on the Premises as well as a list of its Board of Directors, officers, employees and volunteers.

Because this Lease is a lease of public land for a public purpose to a non-profit entity, Tenant agrees that any compensation paid by Tenant to its members, officers, employees, or any related entity, must be reasonable, not excessive, compensation for a non-profit entity. Landlord has the right to inspect Tenant's records to verify the levels of compensation paid by Tenant. If Landlord reasonably determines that such compensation is excessive, Landlord may terminate this Lease unless Tenant adjusts its compensation to reasonable levels within sixty (60) days of receiving notice from Landlord of its objection to Tenant's compensation levels. "Excessive" is defined as any amount over what market compensation would be for a typical government member, officer, employee, or any related entity serving in a similar capacity.

5. **Tenant's Use of the Premises.** The purpose of this Lease is to provide nutritional assistance for the benefit of members of the general public through the distribution of food and clothing at no cost to residents of Pima County who need such assistance (the "Permitted Activities"). Permitted Activities allowed on the Premises, subject to the restrictions below, are strictly limited to distribution of food and clothing. No collection or distribution of furniture, appliances or any other non-food or non-apparel items is authorized. Tenant will use the

Premises solely for the Permitted Activities and will conduct the Permitted Activities for the duration of this Lease.

A. Operator Contract. Tenant may not contract with a third party to conduct the Permitted Activities, unless: (1) it informs Landlord in writing of the identity of the third party contractor, and provides Landlord with contact information for the contractor; (2) the contractor is a nonprofit, tax-exempt organization, and (3) Tenant provides Landlord with the information with respect to the contractor that is required with respect to Tenant itself under **Section 4** above. No officer, director, or employee of Tenant may receive pecuniary benefit from such contract directly or indirectly. Such a contract will not relieve Tenant of any of its obligations, responsibilities, or liabilities hereunder, and Tenant is fully liable for, and hereby indemnifies 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. Tenant's contractors must be bound by all provisions of this Lease, including limits on compensation in **Section 4** above.

B. Outdoor Storage. Tenant may not store any materials, including pallets and boxes, outside of the structure for a period exceeding seven (7) days due to the potential hazards associated with such storage.

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

D. Compliance with Laws. Tenant will 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.

E. Alcohol Prohibited. Possession, consumption, distribution or sale of alcoholic beverages is not permitted on the Premises. *No exceptions will be permitted*

F. Background Checks. Given the location of the Premises within a public park and adjacent to a public community center with children's programs, Landlord may require Tenant's employees and volunteers to be fingerprinted and background checked in accordance with applicable policies.

G. Expulsion of a member of the public. When the Premises are open, Tenant will provide suitable staffing. Members of the public will not be excluded from the Premises unless they are in material violation of Tenant's or Landlord's rules with respect to use of the Premises. Tenant's rules must be reasonable, approved in advance by Landlord, and posted in a prominent place or places on the Premises.

In the event that Tenant excludes a member of the public from the Premises, Tenant will first give that individual (the "Excluded Person") written notice of the reasons for the Tenant's decision to exclude that person. Tenant will also submit a written report to Landlord detailing the reasons for exclusion and describing Tenant's interaction with the Excluded Person. Tenant will, in its written notice, inform the Excluded Person that the Excluded Person has the right to appeal Tenant's decision to the Director of the Pima

County Natural Resources, Parks and Recreation Department (the "Director"). Tenant will instruct the Excluded Person to submit the Excluded Person's appeal in writing to the Director or the Director's designee, at the address given in this Lease for notices.

If the Excluded Person exercises the right to appeal, the Director or the Director's designee will review Tenant's decision and may reverse it if the Director or the Director's designee finds that Tenant has acted in an arbitrary or capricious matter. Tenant is bound by this decision. Notwithstanding the requirement for written notice, Tenant may cause a person to be removed from the Premises for violation of law, breach of the peace or other serious infraction of a rule. Nothing in this section prohibits Tenant from contacting local law enforcement to preserve the peace.

6. Replacement Modular Unit.

- A. Landlord will provide a replacement twelve foot (12') by sixty foot (60') modular unit to Tenant for the sole purpose of replacing the existing modular unit at the same location on the Premises, which existing unit has reached the end of its useful life and has no remaining value. Tenant shall use the replacement modular unit only for carrying out the Permitted Activities on the Premises pursuant to this Lease. Landlord will set the replacement modular unit in place at the Premises, connect all applicable utilities to the replacement modular unit including electric, water and sewer, and will remove and dispose of the existing unit. In partial consideration for the valuable social services that Tenant will provide to the community hereunder, Landlord will transfer title to the replacement modular unit to Tenant.
- B. Tenant shall be solely responsible for all costs and expenses relating to ownership, operation, periodic and preventative maintenance, insurance and removal from the Premises upon termination of this Lease of the replacement modular unit as well as tenant's existing storage unit. Tenant shall be solely responsible for all costs and expenses associated with transferring any remaining food inventories and equipment to the replacement modular unit. The replacement modular unit shall remain affixed to the Premises during any term of this Lease unless the parties agree in writing that Tenant may remove the replacement modular unit from the Premises prior to the termination thereof.

7. Other Tenant Improvements. All improvements that Tenant desires to make to the Premises must receive the prior written approval of Landlord, to whom Tenant will submit detailed plans and specifications. Improvements will be constructed in a good and workmanlike manner using new materials, in compliance with the approved plans and specifications and with all applicable laws, rules, and regulations, including all applicable building, electrical and other codes. All improvements constructed or installed by Tenant on the Premises pursuant to this **Section 7** become the property of Landlord.

8. Condition of Premises/Maintenance & Repairs. Tenant accepts the Premises in an "as is" condition. Tenant will maintain the Premises at all times hereunder in a good, clean, safe and sanitary condition, at its sole cost and expense, including making any necessary repairs or replacements of improvements thereon, and will leave the Premises, upon the expiration or earlier termination of this Lease, in a condition at least as good as when Tenant first took possession of the Premises, reasonable wear and tear excepted. Landlord will maintain and

repair the parking lot, parking lot lighting, and sewer, water and electrical lines outside of the Premises. Repair and maintenance of the replacement modular unit and the storage unit, including but not limited to the roof, floor, walls, doors, windows, interior fixtures, heating and cooling equipment are the sole responsibility of Tenant.

9. **Utilities.** Tenant will pay the cost of all utilities used in connection with its operation of the Premises. Notwithstanding the foregoing, at the request of Tenant and with the approval of Landlord, Landlord may provide Tenant potable water service and trash disposal service if trash generated on site is properly deposited in on-site roll-off containers, at no cost to the Tenant,
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 receive the written approval of Landlord as to type, size, color, location, copy nature and display qualities. All signs utilized by Tenant on or about the Premises, whether visible outside the Premises or not, will at all times comply with the City of Tucson Sign Code and will be installed and maintained at Tenant's sole cost. Any and all signs placed by Tenant on the Premises will be immediately removed by Tenant upon termination of this Lease for any reason, and any damage resulting from such removal will be repaired immediately by Tenant at its sole cost. Tenant will 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. Tenant will through coordination with Pima County Natural Resources Parks and Recreation Department, identify the Premises as belonging to Pima County should any signs be placed at the entrances to the Premises and will acknowledge the contribution of Pima County in providing the Premises to Tenant in Tenant's annual report and publications.
11. **Environmental.** Tenant will not cause or permit any hazardous or toxic substance or material to be brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, except for hazardous or toxic substances used, produced, by or generated by the Tenant in the normal course of its Permitted Activities. Tenant will fully comply with all environmental rules and regulations with respect to its operations on the Premises and will properly remediate and clean up any contamination of the Premises occurring during the term of this Lease.
12. **Entry by Landlord.** Landlord may enter the Premises at reasonable times to inspect the Premises and Tenant's operations thereon.
13. **Security.** Tenant is responsible for securing the Premises and preventing any unlawful or unauthorized use thereof. When the Premises are not open to the public, the Premises will be secured in order to prevent unsupervised use or entry into the Premises. Tenant will contact law enforcement authorities when it appears necessary to protect the Premises and any persons or property thereon, and Tenant will assist in any resulting prosecution.
14. **Insurance.** Tenant will procure and maintain for the duration of the Lease, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Lease.

A. Types of Insurance Required. Tenant will procure, prior to the Effective Date, and maintain throughout the term of this Lease, the following insurance from an insurance company or companies approved by Landlord:

1) Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Each Occurrence \$1,000,000
- Blanket Contractual Liability \$1,000,000
- Damage to Rented Premises \$ 10,000

a. The policy shall be endorsed to include the following additional insured language: “Pima County shall be named as additional insured with respect to liability arising out of the use and/or occupancy of the property subject to this Lease.” Landlord shall be covered to the full limits of liability purchased by the Tenant, even if those limits of liability are in excess of those required by this Lease.

b. Policy shall contain a waiver of subrogation endorsement in favor of the Landlord for losses arising from Lease.

2) Business Automobile Liability- Policy to include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract (as compared to use for simple commuting). Policy shall maintain a Combined Single Limit (CSL) of \$1,000,000.

3) Workers' Compensation Insurance- Policy to include statutory limits for Workers' Compensation, with Employers' Liability coverage in an amount not less than \$500,000 per injury, illness, or disease.

a. Policy shall contain a waiver of subrogation endorsement in favor of Landlord for losses arising from Tenant activities.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor or Independent Contractor) form.

4) Commercial Property insurance shall be written on an "all risk, replacement cost coverage, with coverage at least as broad as ISO forms CP 00 01 covering the full replacement cost of all the improvements and all of Tenant's personal property located at the Premises.

a. Policy shall be endorsed “Pima County shall be named as a loss payee.”

b. Policy shall contain a waiver of subrogation endorsement in favor of Landlord for losses arising from the Lease.

B. Supplemental Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

- a. The Tenant's policies shall stipulate that the insurance afforded the Tenant shall be primary insurance and that any insurance carried by Landlord shall be excess and not contributory insurance.
- b. Coverage provided by the Tenant shall not be limited to the liability assumed under the indemnification provisions of this Lease.

C. Certificates. With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to Landlord. Such notice shall be sent directly to the Landlord.

D. Changes to Insurance Requirements. Landlord may review and modify the coverage, form, and amount of insurance required hereunder at any time. Landlord will notify Tenant in writing of any changes to the aforesaid insurance requirements, and Tenant will have sixty (60) days to comply with the requirements as changed.

- 15. Indemnification.** To the fullest extent permitted by law, Tenant defends, indemnifies, and holds 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 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. This indemnification includes any claims related to the condition of the Premises, which Tenant has historically occupied. To the fullest extent permitted by law, Tenant also indemnifies Landlord against any claim, liability, damage, cost, or expense arising out of the presence, disposal, or release of any hazardous substance, hazardous waste, hazardous materials, or petroleum products or by products on, from or under the Premises during the term of this Lease or any prior occupancy of the Premises by Tenant.
- 16. Warranties.** Landlord makes no warranties or representations to Tenant as to the suitability of the Premises for its intended purpose. Landlord makes no warranties or representations that the Premises complies with applicable zoning ordinances, building codes, fire and safety regulations, or ADA provisions.
- 17. Tenant not an Agent of Landlord.** Tenant is not an agent of Landlord for any purpose under this Lease or otherwise. Tenant will control its activities on the Premises, and Landlord will not control those activities. Tenant's employees and servants are not under the control of Landlord.
- 18. Notices.** Any notices required hereunder will be delivered personally or by certified mail, directed as follows:

If to Landlord:
Director
Pima County Natural Resources, Parks and Recreation
3500 W. River Road
Tucson, Arizona 85741

Telephone: (520) 877-6262
Fax: (520)877-6006

If to Tenant:
Facilities Director
Greater Littletown Human Resources Group, Inc.
P.O. Box 22486
Tucson, AZ 85734
Phone: (520) 574-2263
Fax: (520) 574-2273

19. **Cancellation for Conflict of Interest.** This Lease may be cancelled for conflict of interest pursuant to A.R.S. § 38-511.
20. **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, which is incorporated into this Lease as if set forth in full herein.
21. **Choice of Law.** The laws of the State of Arizona apply to any action relating to this Lease. Any action under this Lease must be brought in a court in Pima County, Arizona.
22. **Default/Termination.** Either party may present written notice of default or non-performance to the other party.

This Lease may be terminated immediately by Landlord for any of the following:

- (a) failure of Tenant to carry the required insurance;
- (b) loss by Tenant of its tax-exempt status or an action by the IRS challenging that status;
- (c) violation of any law by Tenant, or any unlawful activities carried out on the Premises;
- (d) any action or omission by Tenant that, in Landlord's sole judgment, causes a threat to the health or safety of the general public or the users of the facility;
- (e) 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;
- (f) Tenant creates or permits any waste or nuisance on the Premises;
- (g) Tenant commits three defaults in a twelve-month period, regardless of whether or not Tenant timely cured such defaults as provided below; or
- (h) any other activity or omission that in Landlord's reasonable judgment is not a condition subject to cure.

For any other default, the non-breaching party may terminate the Lease only if the breaching party fails to cure the default within thirty (30) days of receiving the notice from the non-breaching party. Each party may pursue any remedies provided by law for the breach of this Lease. No right or remedy conferred or reserved is exclusive of any other right or remedy, and each is cumulative and in addition to any other right or remedy conferred or reserved in this Lease.

23. **Personal Property.** Tenant will 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 become the property of Landlord and may be sold or otherwise disposed of by Landlord without liability to Tenant.
24. **Liens.** Tenant will timely pay all contractors, subcontractors, mechanics, laborers, or materialmen providing materials or services with respect to the Premises, and will not permit any lien to attach to the Premises or any interest therein. Tenant will indemnify and defend Landlord against all legal costs and charges resulting from any such lien.
25. **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, is not 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. The acceptance by either party of sums less than may be due and owing to it at any time is not an accord and satisfaction.
26. **Assignment/Subletting.** Any attempted assignment of this Lease by either Party hereto without prior written consent from the other Party is void. This Lease is binding on any and all successors and assigns to Landlord and Tenant. Tenant may not sublet any portion of the Premises without the prior written consent of Landlord, which consent may be withheld or given conditionally. Landlord has agreed to lease the Premises to Tenant at a rate below market value because of the unique nature of, and services provided by, the Tenant. Because of this, Landlord reserves the right to reject any attempted assignment.
27. **Non-Appropriation of Funds.** Notwithstanding any other provision in this Lease, this Lease may be terminated if for any reason the Pima County Board of Supervisors fails to appropriate sufficient monies for the purpose of maintaining this Lease. In the event of such termination, Landlord shall have no further obligations to Tenant.
28. **Termination for Convenience of Landlord.** Notwithstanding Landlord's ability to terminate this Lease for a material breach pursuant to **Section 22**, Landlord may terminate this Lease without cause at any time upon one hundred twenty (120) days' written notice to Tenant.
29. **Legal Arizona Workers Act Compliance.**

Tenant hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Tenant's 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 Agreement likewise complies with the State and Federal Immigration Laws.

Landlord has the right at any time to inspect the books and records of Tenant and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of Tenant's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Lease subjecting Tenant to penalties up to and including suspension or termination of this Lease. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Tenant must take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Tenant must advise each subcontractor of Landlord's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that Pima County may inspect the subcontractor's books and records to insure that subcontractor is in compliance with these requirements. Any breach of this paragraph by subcontractor is a material breach of this Agreement subjecting subcontractor to penalties up to and including suspension or termination of this Agreement."

Any additional costs attributable directly or indirectly to remedial action under this Section are the responsibility of Tenant. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Tenant's approved construction or critical milestones schedule, such period of delay is excusable delay for which Tenant is entitled to an extension of time, but not costs.

30. **Americans With Disabilities Act.** Tenant will comply with all 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 in its operations on the Premises.

31. **Accounting Records; Audits.**

A. Accounting Records. In connection with the operation of the Premises, Tenant will keep and maintain accounting records on a tax basis consistently applied and the same will be open for inspection and audit by duly authorized representatives of Landlord at all reasonable times.

B. Audits. Landlord may require Tenant to provide a financial audit at any time by providing written notice to Tenant. Such notice will specify the period to be covered by the audit, the type of audit and the time for completion and submission

of the audit.


32. Entire Agreement. This Lease constitutes the entire contract between Landlord and Tenant with respect to the Premises and no modification hereof is binding unless in writing and signed by both parties.

IN WITNESS WHEREOF: LANDLORD and TENANT have executed this Lease.

LANDLORD
Pima County

TENANT
Greater Littletown Human Resources
Group, Inc.


BY:  JAN 07 2014
Sharon Bronson, Chair, Board of Supervisors

BY:  11/20/2013
Chris Kingston, President

ATTEST:

BY: 
Robin Brigode, Clerk of the Board of Supervisors

APPROVED AS TO FORM

BY:  11/14/2013
Tobin Rosen, Deputy County Attorney

APPROVED AS TO CONTENT

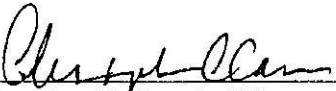
BY:  12/16/2013
Christopher C. Cawein, Director
Natural Resources, Parks and Recreation

EXHIBIT A

Pima County - Thomas Jay Regional Park



SCALE 1 : 800



Exhibit "C"

A) Types of Insurance Required:

- 1) **Commercial General Liability (CGL)** – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.
- 2) **Business Automobile Liability** – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.
- 3) **Workers' Compensation and Employers' Liability** – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
- 4) **Commercial Property** - shall be written on an "all risk, replacement cost coverage, with coverage at least as broad as ISO forms CP 00 01 covering the full replacement cost of all Improvements and all of Tenant's personal property located at the Premises.

a. Policy shall be endorsed "Pima County shall be named as a loss payee."

B) Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 1) **Claims Made Coverage:** If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination, or cancellation.
- 2) **Additional Insured Endorsement:** The General Liability, Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Tenant.

- 3) Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Tenant.
- 4) Primary Insurance Endorsement: The Tenant's policies shall stipulate that the insurance afforded the Tenant shall be primary and that any insurance carried by Pima County, its agents, officials, employees or Pima County shall be excess and not contributory insurance.
- 5) The Required Insurance policies may not obligate the County to pay any portion of a Tenant's deductible or Self Insurance Retention (SIR). Insurance provided by the Tenant shall not limit the Tenant's liability assumed under the indemnification provisions of this Contract.
- 6) Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.
- 7) Subcontractors: Tenant must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Tenant must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Tenant must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

C) Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Tenant must provide to Pima County, within two (2) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.

D) Verification of Coverage:

- 1) Tenant shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract. An authorized representative of the insurer shall sign the certificates.
- 2) All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect 10 days prior to work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

- 3) All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- 4) Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for the County and its departments, officials, and employees.

E) Approval and Modifications:

Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Tenant, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.