

MANAGEMENT AGREEMENT

This Agreement is made and entered into by and between Pima County, a political subdivision of the State of Arizona (hereinafter called the "County"), and Helmet Peak Volunteer Fire Department, an Arizona non-profit corporation (hereinafter called "Helmet Peak").

RECITALS

- A. County is leasing approximately 1.8 acres of land described in Exhibit "A" (the "Property") from the United States Department of Interior, Bureau of Land Management (the "BLM") under the terms of a Recreational & Purposes Lease, Serial No. AZA28166, dated _____, a copy of which is attached as Exhibit "B" (the "BLM Lease"). The BLM lease is for a 10 year term ending _____ (insert date of signed lease 2024) and use of the property is restricted to fire department purposes.
- B. Helmet Peak has been managing the Property since May 5, 1994 pursuant to that certain Third Party Management Agreement between Helmet Peak and the County dated April 5, 1994.
- C. Helmet Peak wishes to continue management of the Property for fire department purposes.

AGREEMENT

1. Management of Property. Helmet Peak shall, during the term hereof, manage and utilize the Property in the course of operating its volunteer fire department to train volunteers and to provide fire protection and emergency medical services for the surrounding community, and for no other purpose.
2. Compliance with BLM Lease. Helmet Peak shall comply with all of the terms and conditions of the BLM Lease and approved Plan of Development. Any variation or deviation from the specific use expressly set forth herein shall be deemed a material default of this Agreement.
3. Term. This Agreement shall be effective commencing on the date of approval by the Pima County Board of Supervisors and shall terminate on _____.
4. Fee. Helmet Peak shall pay County in the amount of \$25.00 per year, payable in full upon commencement of this Agreement.
5. Liability and Property Insurance.
 - a. Helmet Peak shall, at its sole expense, obtain and keep in force during the term of this Agreement a policy of comprehensive public liability insurance insuring County and Helmet Peak against any liability arising out of the ownership, use, occupancy, or

maintenance of the Property and all areas appurtenant thereto. Such insurance shall be in an amount of not less than \$1,000,000 for injury to or death of one person in any one accident or occurrence and in an amount of not less than \$1,000,000 for injury to or death of more than one person in any one accident or occurrence.

- b. Such insurance shall further insure County and Helmet Peak against liability for property damage of at least \$500,000. The limits of said insurance shall not, however, limit the liability of Helmet Peak hereunder. In the event that the Property constitutes a part of larger property said insurance shall have a Protective Liability endorsement attached thereto. If Helmet Peak shall fail to procure and maintain said insurance, County may, but shall not be required to, procure and maintain the same, but at the expense of Helmet Peak.
- c. Helmet Peak shall obtain and keep in force during the term of this Agreement a policy of insurance covering loss or damage to the Property in the amount of the full replacement value thereof, providing protection against all vandalism, malicious mischief, special extended perils (all risk).
- d. Helmet Peak shall deliver to County a certificate of liability insurance showing County named as additional insured. Said certificate must be satisfactory to County. Helmet Peak will provide a copy of all policies of liability insurance to County upon request. No policy may be altered or terminated without thirty days prior notice to County.

6. Repairs, Maintenance, and Utilities.

- a. Helmet Peak shall be solely responsible for payment of all utilities used or consumed on the Property pursuant to this Agreement.
- b. Helmet Peak shall be responsible, at its sole expense, for general maintenance of the Property which includes any capital improvements installed by Helmet Peak. Helmet Peak agrees to maintain the grounds and facilities of the Property in a safe and sanitary condition, and to water vegetation, trim and remove overgrowth/weeds, dispose of trash and rubbish legally, and maintain the environs in a reasonably neat, clean and safe condition, as good the Property was in prior to Helmet Peak's occupation, ordinary wear and tear and damage from casualties beyond Helmet Peak's control excepted.
- c. Helmet Peak shall not store or use any hazardous or toxic materials on the property.

7. Right of Entry. County has the right to enter the Property at any reasonable time for routine inspections, and at any time in the event of an emergency.

8. Capital Improvements. Any plans for construction, alterations, repairs, or other work conducted on the Property shall be submitted to and approved in writing by County and

BLM prior to commencement of any such work. Approval of said plans shall not relieve Helmet Peak of the responsibility of complying with all applicable codes and construction requirements, or of obtaining necessary permits or approvals from the authorities of proper jurisdiction.

9. No Encumbrance. Helmet Peak shall keep the Property free and clear of all liens, claims and encumbrances of any type. In the event of any such lien, claim or encumbrance Helmet Peak shall promptly discharge the same.

10. Indemnification.
 - a. Helmet Peak shall indemnify, defend and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines, damages, consequential damages, liability, interest, attorneys and accountant fees, cost and expenses of whatsoever kind and nature, whether arising before or after acceptance of the services pursuant to this Agreement, and in any manner directly or indirectly caused, occasioned or contributed to, in whole or in part, by reason of any act, omission, fault or negligence, violation or alleged violation of any law, whether active or passive of Helmet Peak, its agents, employees, or anyone acting under its direction, control, or on its behalf, including any guests and invitees in connection with or incidental to the performance of this Agreement; without limiting the generality of the foregoing, the same shall include injury or death of any person or persons and damage to any property, regardless of where located, including without limitation the property of County.
 - b. County, its officers, employees and agents shall not be liable for any damage to or loss of property of Helmet Peak, its guests or invitees, by reason of vandalism, theft or otherwise.
 - c. Helmet Peak shall indemnify and hold harmless, County, its officers, employees, and agents from and against any and all loss, damage, and expense (including, but not limited to, reasonable investigation and legal fees and expenses) including, but not limited to, any claim or actions brought by any person, firm, governmental body, or other entity, resulting from or arising from or in connection with contamination of or adverse effects on the environment, or violation of any Environmental Laws or other statute, ordinance, rule, regulation, judgment, or order of any government or judicial, entity, and from and against any damages, liabilities, costs, and penalties assessed as a result of any activity or operation on the Property during the term of this Agreement. Helmet Peak's obligations and liabilities under this paragraph shall continue so long as County bears any liability or responsibility under the Environmental Laws for any action that occurred on the Property during the term of this Agreement.
 - d. All indemnification provided herein shall survive the termination of this Agreement.

11. Unlawful Activities. Helmet Peak shall not at any time use or allow the use of the Property for any unlawful, or offensive purpose, or in any manner that is contrary to any law of the United States, the State of Arizona, any ordinance of any City having jurisdiction, or any ordinance of the Pima County or the Pima County Flood Control District. Helmet Peak shall at its sole expense comply with all applicable County, City, State and Federal Laws, ordinances, rules, applicable regulations and statutes regarding the construction, use or occupancy of the Property.
12. Resource Protection. In the best interest of resource and improvement protection, Helmet Peak agrees to:
 - a. Discharge no waste or byproducts or materials onto the Property or into water channels that might possibly result in harm to wildlife or to human water supplies.
 - b. Take all reasonable measures to protect the scenic aesthetic values of the area and prevent soil erosions and gullyng that might be caused by construction or improper utilization of resources. Helmet Peak shall be responsible for security of the Property and shall take all necessary steps and precautions to discourage vandalism or disorderly conduct, including the calling in of appropriate law enforcement officers when necessary and assisting in subsequent prosecution.
 - c. Take appropriate action to prevent fire damage to improvements and natural resources by complying with approved building and electrical wiring codes, butane installations, chimneys, spark arresters, fire extinguishers, and area closures and use restrictions imposed by State, City or County laws, ordinances or regulations.
 - d. No Fire burning activities of any kind are to be conducted on the property.
 - e. Helmet Peak shall, at its sole expense, comply with all present and hereinafter enacted laws and regulations regulating the environment, hazardous or toxic substances or wastes, ambient air, ground water, surface water and land use, including sub-strata land in accordance with "Environmental Laws".
13. Assignment. Helmet Peak may not assign this Agreement without the prior written consent of County and BLM.
14. Default/Termination.
 - a. In the event of any violation of any term, condition or covenant of this Agreement (a "Default"), the County shall provide Helmet Peak with a written notice of such violation. County and Helmet Peak agree that this Agreement shall terminate in the event that Helmet Peak fails to cure the violation within 30 days of receipt of written notice of violation from County, unless otherwise agreed to by both parties except that County may terminate this Agreement immediately if the Default constitutes a violation of law or a threat to public health, safety or welfare or is otherwise, in the County's determination, is not a "curable condition".

- b. In the event the County permits any act or omission by Helmet Peak which might alter, change or modify any of the covenants or provisions of this Agreement, such permission, whether expressed or implied, shall not be deemed to be a waiver of any of the covenants or provisions of this Agreement, except for that instance alone, and shall not be construed to authorize Helmet Peak to make any further violation thereof unless such covenant or provision is expressly waived in writing and signed by the duly authorized representative of the County.
15. Termination. County may terminate this Agreement for any reason or no reason with a 60 day written notice. Helmet Peak may terminate this Agreement with a 30 day written notice to County. Upon the termination or expiration of this Agreement, or any extension thereof, Helmet Peak shall leave the Property in a good and clean condition and shall remove any improvements installed by Helmet Peak prior to vacating the Property if requested by County or unless requested to be left in place by County. Any of Helmet Peak's personal property not removed at the termination of this Agreement shall become the property of the County. This Agreement is also subject to ARS 38-511 which provides for cancellation of contracts by Pima County for certain conflicts of interests.
16. Reservation of County Rights. County hereby reserves the option to construct and maintain sewers and utilities through the Property and may grant utility easements through the Property. Any proposals for new easements for utilities, sewers lines, etc. on the subject property, are subject to the BLM's review and approval.
17. Entire Agreement; Amendments to Agreement. This Agreement sets forth all the promises, agreements, conditions, inducements and understandings between County and Helmet Peak relative to the Property. There are no promises, agreements, conditions, understandings, inducements, warranties or representatives, oral or written, other than as herein set forth and this Agreement shall not be modified in any manner, except by an instrument in writing executed by the parties.
18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.
19. Choice of Law. This Agreement shall be governed by the laws of the State of Arizona.
20. Notices. Whenever notice, request or demand ("notices") is required or permitted to be given, it may be given, in writing, by personal delivery to the other party or deposited with the United States Postal Service and mailed by regular mail, addressed to the parties as follows:

To County: Clerk of the Board of Supervisors
130 West Congress
Tucson, AZ 85701

ManagementAgreementHelmetPeak2012.ab

With a copy to: Real Property Services
Pima County
201 N. Stone, 6th Floor
Tucson, AZ 85701

To Helmet Peak: Helmet Peak Volunteer Fire Department
P.O. Box 758
Sahuarita, AZ 85629

Either party hereto may change the address for notices at any time and from time to time by given written notice to the other party of the new address for notices.

In Witness Whereof, the parties hereto have executed this Agreement as of the date identified below.

HELMET PEAK VOLUNTEER FIRE
DEPARTMENT, an Arizona non-profit
corporation

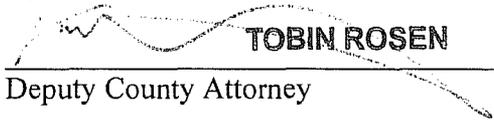
By: Cecilia Laster

Title: Pres.

Recommended to the Board of
Supervisors for Approval:

By: 
Neil Konigsberg, Manager
Real Property Services

Approved as to Form:


TOBIN ROSEN
Deputy County Attorney

Approved and accepted by Pima County:

Chairman, Pima County Board of Supervisors

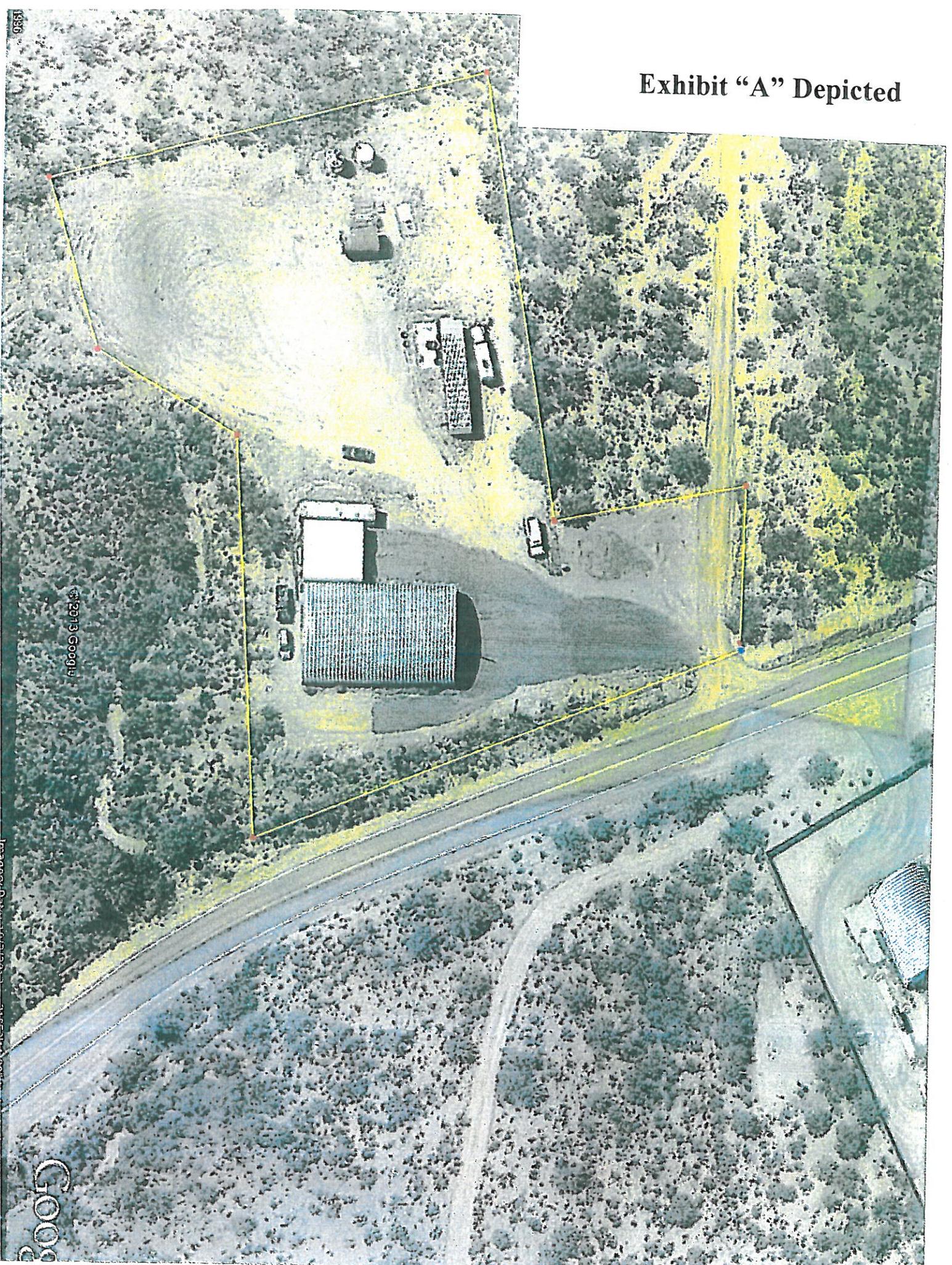
Attest:

Robin Brigode, Clerk of the Board of Supervisors

Exhibit "A"

A Portion of Lot 5 of Section 11, township 17 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona.

Exhibit "A" Depicted



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EXHIBIT B

Form 2912-1
(May 2001)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

AZA 28166

RECREATION OR PUBLIC PURPOSES LEASE

Act of June 14, 1926, as amended (43 U.S.C. 869 *et. seq.*)

This lease entered into on this _____ day of **November**, 20 **14**, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and

Pima County, a body politic of the State of Arizona

_____ hereinafter called the lessee, pursuant and subject to the terms and provisions of the Recreation and Public Purposes Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof,

WITNESSETH:

Sec. 1. The lessor, in consideration of the rents to be paid and the conditions to be observed as hereinafter set forth, does hereby grant and lease to the lessee the right and privilege of using for the purposes hereinafter set forth in the following-described lands:

Gila and Salt River Meridian, Arizona

**T. 17 S., R. 12 E.,
sec. 11, lot 5.**

containing **1.8** acres, together with the right to construct and maintain thereon all buildings or other improvements necessary for such use for a period of **10** years, the rental to be \$ **25.00** per annum. If, at the expiration date of the lease the authorized officer shall determine that the lease may be renewed, the lessee herein will be accorded the privilege of renewal upon such terms as may be fixed by the lessor. The lessee may use the premises for

Volunteer fire department station

Sec. 2. There are reserved to the United States all mineral deposits in said lands, together with the right to mine and remove the same under applicable laws and regulations to be established by the Secretary of the Interior.

Sec. 3. The lessor reserves the right of entry, or use, by

(a) any authorized person, upon the leased area and into the buildings constructed thereon for the purpose of inspection;

(b) Federal agents and game wardens upon the leased area on official business;

(c) the United States, its permittees and licensees, to mine and remove the mineral deposits referred to in Sec. 2, above.

Sec. 4. In consideration of the foregoing, the lessee hereby agrees:

(a) To improve and manage the leased area in accordance with the plan of development and management designated as

volunteer fire station (see attached)

and approved by an authorized officer on **10/29/2014** or any modification thereof hereinafter approved by an authorized officer, and to maintain all improvements, during the term of this lease, in a reasonably good state of repair.

(b) To pay the lessor the annual rental above set forth in advance during the continuance of this lease.

(Continued on page 2)

(c) Not to allow the use of the lands for unlawful purposes or for any purpose not specified in this lease unless consented to under its terms: not to prohibit or restrict, directly or indirectly, or permit its agents, employees, contractors (including, without limitation, lessees, sub-lessees, and permittees), to prohibit or restrict the use of any part of the leased premises or any of the facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

(d) Not to assign this lease or to change the use of the land without first receiving the consent of the authorized officer of the Bureau of Land Management.

(e) That this lease may be terminated after due notice to the lessee upon a finding by the authorized officer that the lessee had failed to comply with the terms of the lease; or has failed to use the leased lands for the purposes specified in this lease for a period of _____ consecutive years; or that all or part of the lands is being devoted to some other use not consented to by the authorized officer; or that the lessee has not complied with his development and management plans referred to in subsection 4(a).

(f) That upon the termination of this lease by expiration, surrender, or cancellation thereof, the lessee, shall surrender possession of the premises to the United States in good condition and shall comply with such provisions and conditions respecting the removal of the improvements of and equipment on the property as may be made by an authorized officer.

(g) To take such reasonable steps as may be needed to protect the surface of the leased area and the natural resources and improvements thereon.

(h) Not to cut timber on the leased area without prior permission of, or in violation of the provisions and conditions made by an authorized officer.

(i) That nothing contained in this lease shall restrict the acquisition, granting, or use of permits or rights-of-way under existing laws by an authorized Federal officer.

Sec. 5. *Equal Opportunity Clause.* Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 6. *Equal Access Clause.* Lessee shall comply with all provisions of the American Disabilities Act of July 26, 1990 the Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973, as amended. These Acts require that programs and public facilities constructed or renovated be accessible to and usable by persons with disabilities.

Sec. 7. The lessee may surrender this lease or any part thereof by filing a written relinquishment in the appropriate BLM office. The relinquishment shall be subject to the payment of all accrued rentals and to the continued obligation of the lessee to place the lands in condition for relinquishment in accordance with the applicable lease terms in subsections 4(f) and 4(g) and the appropriate regulations.

Sec. 8. The lessee further agrees to comply with and be bound by those additional terms and conditions identified as

See attached lease stipulations

and which are made a part hereof.

Sec. 9. No Member of, or Delegate to, the Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as otherwise provided in 43 CFR, Part 7, shall be admitted to any share or part of this lease, or derive any benefit that may arise there from, and the provisions of Title 18 U.S.C. Sections 431—433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

FOR EXECUTION BY LESSEE

THE UNITED STATES OF AMERICA

IN WITNESS WHEREOF:

(Signature of Lessee's Authorized Officer)

By _____
(Authorized Officer)

(Signature of Witness)

(Title)

(Date)

(Date)

Recommended to the Board of Supervisors for Approval:

By _____
Neil Konigsberg, Manager
Real Property Services

Approved as to form:

By _____
John Bernal,
Deputy County Administrator-Public Works

Tobin Rosen, Deputy County Attorney

Approved and accepted by Pima County:

Chairman, Pima County Board of Supervisors

Attest:

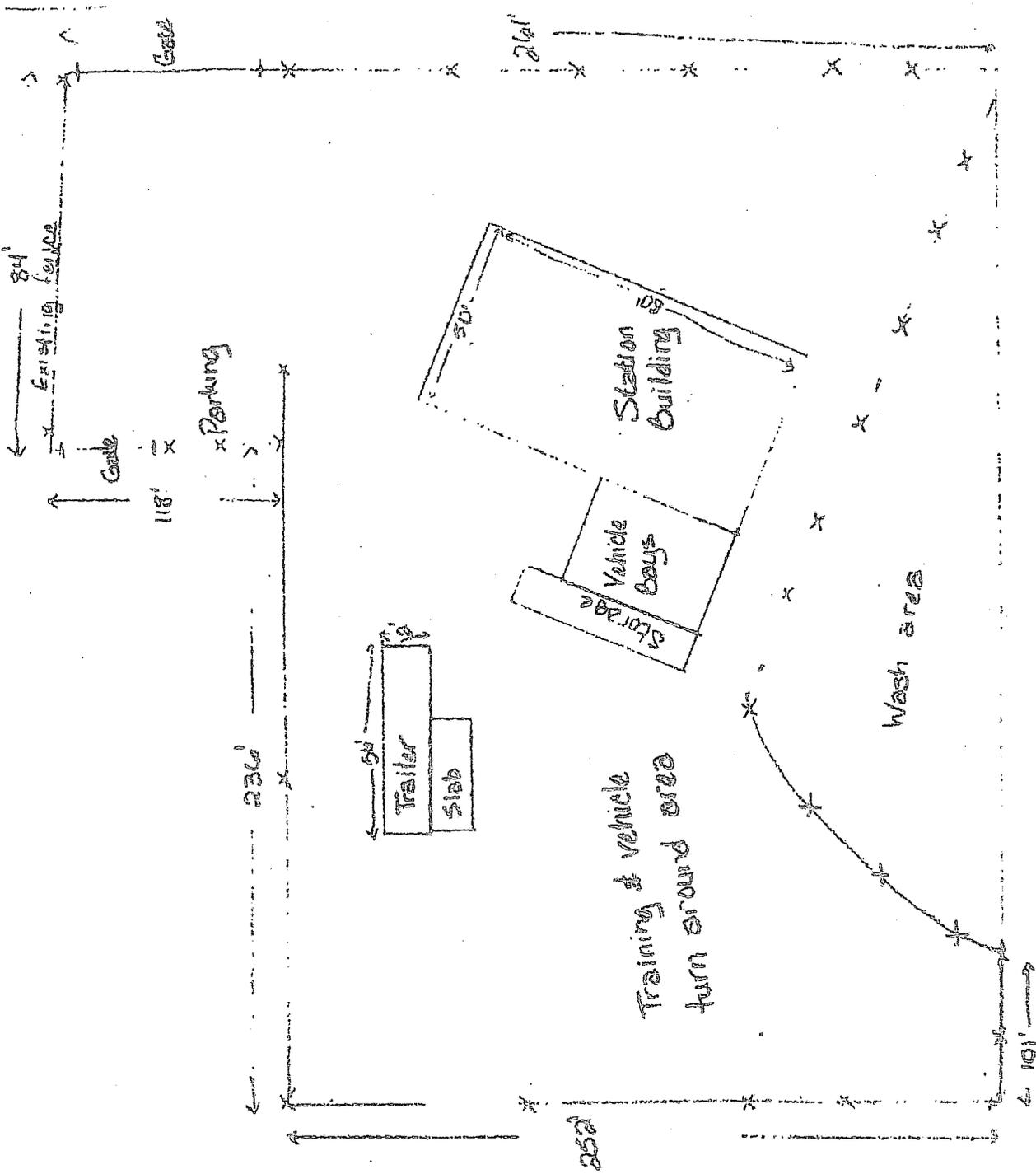
Robin Brigode, Clerk of the Board of Supervisors

Pima County Helmet Peak Fire Department

Plan of Development October 29, 2014

AZA 28166

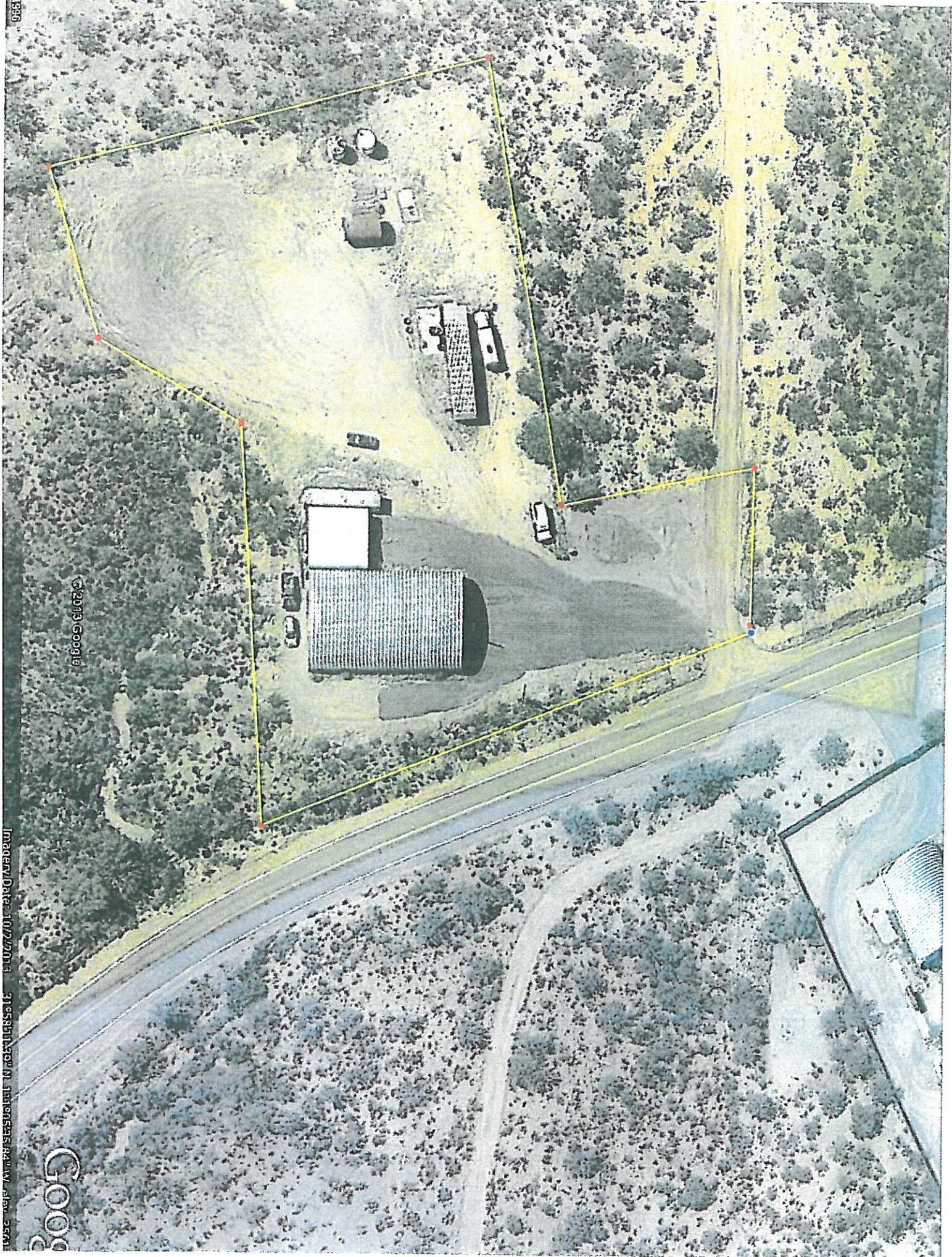
Mission Road



x = fencing

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Lease Terms and Conditions
AZA 28166

In connection with Recreation and Public Purpose Act Lease AZA 28166, Pima County agrees to the following terms and conditions:

1. To allow the Bureau of Land Management (BLM) to manage, consistent with the objectives of the lease, all the other values of the lands involved and to recognize the right of the United States to retain any revenues that may result from such management.
2. There shall be no fire burning activities conducted on the property at any time.
3. No hazardous materials, toxic substances or chemicals may be stored or used on the property at any time.
4. The lessee agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et. seq., or the Resource Conservation and Recovery act of 1976, 42 U.S.C. 6901, et. seq.) on the property (unless the release or threatened release is wholly unrelated to the lessee's activity on the property). This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third party.
5. The lessee shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the lessee shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et. seq.) with regard to any toxic substances that are used, generated by or stored on the facilities authorized under this lease (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.
6. No persons are allowed to reside or stay overnight on the property except for authorized fire personnel who are working 24 hours rotational shifts or are participating in active fire operations.
7. All facilities on the property and use of the lands must be consistent with State and local zoning restrictions, building codes, or applicable legislation.
8. All facilities on the property must be kept in good appearance and condition. The appearance of the facilities will be monitored by, and at all times must be acceptable to the BLM.
9. Any facilities falling in disrepair must be repaired or removed from the property.
10. No soil materials are to be removed from the property without the consent of the BLM. No ground disturbing activities are allowed.
11. A BLM lock will be added to the access gate. The gate is to be kept locked at all times except when needed to respond to emergency situations.
12. The ingress and egress to the property is only to serve the fire station and not the adjacent property owners.

13. No personal property of any kind (vehicles, storage lockers, etc.) are to be stored or kept on the leased property except for vehicles or personal property used by fire personnel while on 24 hour shifts.
14. No new facilities (buildings/structures) will be added to the property without the approval of the BLM.
15. The property is not be used for any other purpose other than a fire station, and prohibits the storing of any types of vehicles, equipment or stockpiling of materials not directly associated with the fire station.
16. The property is be kept clean and cleared of all trash, weeds and debris.
17. Should any archaeological resources or vertebrate fossils be discovered during implementation of project, all surface disturbing activities in the area of discovery shall cease. The holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by archaeologist and provide recommendations to the Authorized Officer.
18. If in connection with operations under this authorization, any human remains or funerary objects scared objects or objects of cultural patrimony as defined in the Native American Graves Protection and Repatriation Act (NAGPRA) (P.L. 101-601; Stat.3048; 25 U.S., 3001) are discovered, the permittee shall stop operations in the immediate area of the discovery. The permittee shall continue to protect the immediate area of the discovery until notified by the Authorized Officer that operation may resume.
19. The operators and lessee shall take proactive measures not harm any desert tortoise found on the property. If a tortoise is found in the area and activities cannot be modified to avoid tortoises, tortoises in harm's way should be moved in accordance with Arizona Game and Fish Department's "Guidelines for Handling Sonoran Desert Tortoises, revised October 23, 2007 (or the latest version). Said Guidelines are attached.