



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

Requested Board Meeting Date: February 2, 2015

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Marana Health Center, Inc., an Arizona nonprofit corporation

Project Title/Description:

Lease Agreement with Marana Health Center, Inc., for the property located at 1670 W. Ruthrauff Rd., Tucson, AZ

Purpose:

Lease Agreement with Marana Health Center, Inc., an Arizona nonprofit Corporation, for the Flowing wells Medical and Dental Clinic, located at 1670 W. Ruthrauff Road. The Clinic will be operating and administering medical and dental clinical services for the benefit of the surrounding communities, giving special considerations to those who because of geographic, economic, developmental, ethnic, age or other factors may not have adequate access to healthcare. The lease will terminate 12/31/2020.

Procurement Method:

Exempt pursuant to Pima County Code 11.04.020

Program Goals/Predicted Outcomes:

To provide medical and dental services to the surrounding community

Public Benefit:

The lease will provide Marana Health Center with space in which to provide services to the community.

Metrics Available to Measure Performance:

Marana Health Center will pay no rent, but will pay \$ 400.00/month to Pima County for its estimated share of the cost of utilities and building expenses for the premises.

Retroactive:

No.

TO: COB - 1-22-16

Ver. 1

Pgs. 14 Addendum

Procure Dept 01/22/16 PM 08:59

Original InformationDocument Type: CTN Department Code: PW Contract Number (i.e.,15-123): 16*0104Effective Date: 2/02/2016 Termination Date: 12/31/2020 Prior Contract Number (Synergen/CMS): _____☐ Expense Amount: \$ _____ ☒ Revenue Amount: \$ 400.00Funding Source(s): Fund 1000, Unit 0779Cost to Pima County General Fund: Not ApplicableContract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant AwardsWere insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant AwardsVendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Rita LeonDepartment: Real Property Services Telephone: 520-724-6462Department Director Signature/Date: [Signature] 1-19-2016Deputy County Administrator Signature/Date: [Signature] 1/20/16County Administrator Signature/Date: [Signature] 1/21/16
(Required for Board Agenda/Addendum Items)

PIMA COUNTY DEPT. OF: NATURAL
RESOURCES, PARKS & RECREATION

PROJECT: Ellie Town Health Center Lease

TENANT: Marana Health Center, Inc.

REVENUE CONTRACT

AMOUNT: No Rent

TERM: Effective 2/2/16 Terminate 12/31/2020

CONTRACT

NO. CTN-PW-16 * 104

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

LEASE

1. **Parties.** This lease ("**Lease**") is entered into by and between PIMA COUNTY, a body politic and corporate of the State of Arizona ("**Landlord**"), and Marana Health Center, Inc., an Arizona nonprofit corporation ("**Tenant**"). This Lease is effective (the "**Effective Date**") on the date it is signed by Landlord and Tenant.

2. **Background & Purpose.**

2.1. Landlord owns the real property described on Exhibit A attached hereto (the "**Property**"). The common address for the Property is 1670 West Ruthrauff Road, Tucson, Arizona 85705. The Property includes a building (the "**Building**").

2.2. Tenant is a non-profit corporation organized for the purpose of operating and administering medical and dental clinical services for the benefit of the surrounding communities, giving special consideration to those who because of geographic, economic, developmental, ethnic, age or other factors may not have adequate access to healthcare. Tenant is exempt from the payment of federal income tax under Section 501(c)(3) of the Internal Revenue Code.

2.3. Landlord has the authority, under A.R.S. § 11-256.01, to lease real property to a nonprofit corporation at less than fair market value. Landlord previously published notice of its intent to enter into this Lease as required by law.

2.4. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the portion of the Building depicted on Exhibit B as the "**Premises**".

3. **Lease of Premises.** Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, under the terms and conditions and for the purposes set forth herein.

4. **Term.**

4.1. Term. The term of this Lease commences on the Effective Date and terminates on December 31, 2020 (the "**Term**").

4.2. Tenant's Right to Terminate. Tenant has the right to terminate this Lease provided that Tenant gives notice within one hundred twenty (120) days after the Effective Date (the "**Contingency Period**") that Tenant has not received federal funding for its operations at the Premises.

5. **Possession.** From and after the Effective Date, Tenant will have possession of the Premises during the Term and may make improvements to the Premises provided that Tenant has complied with the provisions of section 9 of this Lease.

6. **Rent; Utilities; Maintenance Expenses.** Tenant will pay no rent to Landlord. Tenant will pay a fixed sum of Four Hundred Dollars (\$400.00) per month (the "**Tenant Reimbursement Amount**") to Landlord as Tenant's share of the cost of utilities And Building expenses for the Premises, provided that the Tenant Reimbursement Amount is in addition to, and not in lieu of, Tenant's obligations pursuant to section 10.1 below. Landlord and Tenant have determined that the Tenant Reimbursement Amount is a reasonable estimate of the cost of utilities and Building expenses for the Premises.

7. **Non-Profit Status.**

7.1. Tenant must at all times during the Term 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.

7.2. Because this Lease is a lease 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.

8. **Tenant's Obligations.** Tenant will comply with the following obligations during the term of this Lease:

8.1. Permitted Activities. Tenant may use the Premises to operate and administer primary care medical and dental clinical services for the benefit of the

surrounding communities, giving special consideration to those who because of geographic, economic, developmental, ethnic, age or other factors may not have adequate access to healthcare (the "**Permitted Activities**"). Tenant will use the Premises solely for providing the Permitted Activities and will conduct the Permitted Activities continuously during the Term.

8.2. Third Party Contract. Tenant may not contract with a third party to conduct the Permitted Activities without Landlord's prior written consent, which will be at Landlord's sole discretion. Any such contractor must be a non-profit, tax-exempt organization and must comply with all provisions of this Lease. Landlord's consent to a third party contract does not relieve Tenant of any of its obligations, responsibilities, or liabilities hereunder, and Tenant will be 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.

8.3. Expenses of Tenant. Tenant will conduct all of its operations 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 its operations on the Premises.

8.4. 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.

8.5. Hours of Operation. Tenant will provide the Permitted Activities at a minimum during the following hours:

Medical Clinic: Monday to Fri 8 a.m. to 5 p.m.

Dental Clinic: Monday to Thursday 8 a.m. to 6 p.m.

8.6. Reporting. Tenant will provide Landlord an annual progress report covering Tenant's operations at the Premises. At a minimum, the progress report will summarize program totals concerning participants served, program expenditures and revenues, funding sources, and community outreach. Tenant will also provide Landlord an annual financial report regarding Tenant's operations at the Premises.

8.7. Acknowledgement of Landlord. Tenant will acknowledge the contribution of Pima County as a supporting partner through the provision of the Premises to Tenant in all of Tenant's brochures, publications and websites that relate specifically to Tenant's operations at the Premises.

9. **Alterations and Improvements to Premises.** Tenant will provide all furnishings and equipment necessary to establish a functional and effective medical and dental clinic.

9.1. Consent Required. Tenant may not make any improvements, alterations, additions, or changes to the Premises (collectively the "**Alterations**") without obtaining prior written consent from:

9.1.1. NRPR's director or designee if the cost of the Alterations is less than \$15,000.00;

9.1.2. County's Administrator or his designee if the cost of the Alterations is greater than \$15,000.00 and less than \$100,000.00; and

9.1.3. County's Board of Supervisors if the cost of the Alterations is more than \$100,000.00.

9.2. Plans and Specifications. Tenant will provide Landlord with plans and specifications developed by an Arizona registered architect or engineer for county's review prior to initiating any work. Landlord has forty-five (45) days after receipt of the Notice of Alterations to approve or reject the proposed Alterations. Failure of Landlord to respond to the Notice of Alterations within forty-five (45) days after receipt of the Notice of Alterations by Landlord constitutes approval.

9.3. Consent Withheld. Landlord will not unreasonably withhold consent to proposed Alterations; provided, however, it is reasonable for Landlord to withhold consent if, among other reasons, the Alterations:

9.3.1. Adversely affect the integrity of any structural, mechanical, or electrical system of any portion of the Premises or affect the integrity of the Premises or the Premises features or its infrastructure;

9.3.2. Result in Landlord being required to perform any work that Landlord could otherwise avoid or defer;

9.3.3. Result in an increase in the premiums for any hazard or liability insurance carried by Landlord or result in an increased risk of liability or pose a safety hazard; or

9.3.4. Result in an increase in the demand for utilities or services (including wastewater treatment) that Landlord provides to the Premises.

9.4. No Landlord Liability for Approval of Alterations. Landlord's review of the plans and specifications is solely for Landlord's purposes and does not imply that Landlord has reviewed the plans and specifications for quality, design, laws, compliance or other like matters. Accordingly, notwithstanding that any construction drawings are reviewed by any of Landlord's architects, engineers, or consultants, Landlord has no liability whatsoever in connection therewith and is not responsible for any omissions or errors contained in any construction drawings, and Tenant's indemnity set forth in the

Indemnification Clause of this Lease specifically applies to the construction drawings. Landlord's review is to determine whether the proposed Alterations are consistent with the purposes of this Lease.

9.5. Construction of Improvements.

9.5.1. *Compliance with Law.* All improvements must comply with all applicable federal, state and local statutes, codes, ordinances, rules and regulations.

9.5.2. *Indemnification.* All construction contracts must include an indemnification provision requiring the contractor to indemnify, defend and hold harmless Pima County from all losses, claims, suits, demands, expenses, attorney's fees or actions of any kind or nature arising from contractor's negligent or intentional acts, errors or omissions.

9.5.3. *Insurance.* Tenant will cause said contractors to obtain insurance coverage of a type and amount acceptable to Landlord and to name Tenant and Pima County as additional insureds with respect to liability arising out of the performance of said contracts. Within thirty (30) days after completion of any buildings or improvements, Tenant will deliver to Landlord a complete and reproducible set of the plans and specifications of the improvement or buildings as built.

9.6. Indemnification by Tenant. Tenant will indemnify, hold Landlord harmless, and defend Landlord against liability for any damage to property or injury to persons occasioned by any construction by Tenant at the Premises.

9.7. Property of Landlord. All improvements placed upon the Premises become the property of Landlord at the time they are placed thereon, and will be surrendered to Landlord upon the termination of this Lease, free and clear of all liens and encumbrances of every kind, and in good and operable condition, excluding reasonable wear and tear.

10. **Maintenance & Repairs.**

10.1. Maintenance and Repairs by Tenant. Tenant will at all times maintain the Premises in a good, clean, safe and sanitary condition, at its sole cost and expense, including making any necessary repairs or replacements of improvements thereon, including doors, windows, interior fixtures, appliances, furnishings, and building systems such as the furnace and air conditioning system. Without limiting the generality of the foregoing, Tenant will repair and, if necessary replace the air conditioning system in the Premises if, in Landlord's judgment, the system has become inefficient or obsolete and results in unreasonable utility costs.

10.2. Landlord Repairs. Landlord will maintain and repair the exterior portion of the Building, including the roof, exterior walls, parking lot, parking lot lighting, and sewer, water and electrical lines outside of the Building, and landscaping.

11. **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 received the written approval of Landlord as to type, size, color, location, copy nature and display qualities; provide further, however, that all signs utilized by Tenant on or about the Premises, whether visible outside the Premises or not, must at all times comply with the Pima County Sign Code and will be installed and maintained at Tenant's sole cost. Tenant will remove any and all signs placed by Tenant on the Premises upon termination of this Lease for any reason, and will repair any damage resulting from such removal 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.

12. **Environmental.**

12.1. Hazardous Material. As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Arizona or the United States Government. The term Hazardous Material includes, without limitation, any material or substance that is (i) defined as a "hazardous waste" under NRS 459.400 *et seq.*, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1321), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.* (42 U.S.C. 6903), (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.* (42 U.S.C. 9601) or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. 6991 *et seq.*

12.2. Hazardous Materials Prohibited; Clean Air Act. Tenant will not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord, other than such Hazardous Materials which are necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Materials. Tenant's operations on the Premises must comply with applicable provisions of the Clean Air Act, 42 U.S.C. 7401 *et seq.* and Arizona Revised Statutes, Title 49, Chapter 3.

12.3. Indemnity. In the event an Environmental Act shall occur, Tenant will indemnify, protect, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities or losses (including, without limitation, diminution in value of the Premises or any part thereof, damages for the loss or restriction on use of usable space or of any amenity of the Premises or any part thereof, damages arising from any adverse impact on marketing of space with

respect to the Premises or any part thereof, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arose or arises during or after the term of this Lease as a result of such contamination. The foregoing obligation of Tenant to indemnify, protect, defend and hold Landlord harmless includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, restoration or other response work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present, as a result of any action or inaction on the part of Tenant, its agents, employees, contractors or invitees, in the Premises or the soil or ground water on, under or adjacent to the Premises, or elsewhere in connection with the transportation by Tenant of Hazardous Material to or from the Premises. For purposes of this section 12.3, an Environmental Act shall mean:

12.3.1. Tenant breaches the obligations stated in Section 12.2;

12.3.2. the presence (whether consented to by Landlord or otherwise) of Hazardous Material on the Premises or on or in the soil or ground water under or adjacent to the Premises is caused or permitted by Tenant, its agents, employees, contractors or invitees results in contamination of the Premises or such soil or ground water;

12.3.3. contamination of the Premises or such soil or ground water by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom; or

12.3.4. contamination occurs elsewhere in connection with the transportation by Tenant of Hazardous Material to or from the Premises.

12.4. Clean-Up. Without limiting the foregoing, if the presence of any Hazardous Material on or in the Premises, or the soil or ground water under or adjacent to the Premises caused or permitted by Tenant, or its agents, employees, contractors or invitees results in any suspected contamination of the Premises, the soil or ground water under or adjacent to the Premises, Tenant will promptly notify Landlord in writing and take all actions, at Tenant's sole cost and expense, as are necessary to return the Premises, or such soil or ground water to the condition existing prior to the introduction of any such Hazardous Material to the Premises, or to such soil or ground water; provided that Landlord's approval of such actions will first be obtained, which approval will not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises.

12.5. Pre-existing Contamination. Landlord agrees that any Hazardous Materials contaminating the Premises prior to any possession of the Premises by Tenant does not result in liability for Tenant under this Section 12 except to the extent such contamination is aggravated by the action or inaction of Tenant.

12.6. Notices Regarding Environmental Conditions. Tenant will, within ten (10)

business days following receipt thereof, provide Landlord with a copy of (i) any notice from any local, state or federal governmental authority of any violation or administrative or judicial order or complaint having been filed or about to be filed against Tenant or the Premises alleging any violation of any local, state or federal environmental law or regulation or requiring Tenant to take any action with respect to any release on or in the Premises or the soil or ground water under or adjacent to the Premises of Hazardous Material, or (ii) any notices from a federal, state or local governmental agency or private party alleging that Tenant may be liable or responsible for cleanup, remedial, removal, restoration or other response costs in connection with Hazardous Material on or in the Premises or the soil or ground water under or adjacent to the Premises or any damages caused by such release.

12.7. Survival. Tenant's and Landlord's obligations under this Section 12 survive the expiration or earlier termination of this Lease and vacation of the Premises.

13. **Entry by Landlord**. Landlord may enter the Premises at reasonable times to inspect the Premises and Tenant's operations thereon.

14. **Security**. Tenant is responsible for the securing the Premises and preventing any unlawful or unauthorized use thereof. When the Premises are not open to the Public, they must 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.

15. **Insurance**.

15.1. Coverage. Tenant will maintain the following insurance during the term of this Lease:

15.1.1. *Commercial General Liability*. Coverage shall be at least as broad as ISO form CG 00 01 in an amount not less than \$2,000,000.00, covering the Premises, endorsed to include Pima County as an additional insured with coverage at least as broad as ISO form CG 20 10.

15.1.2. *Commercial General Automobile Liability*. Coverage shall be at least as broad as ISO form CA 00 01 in an amount not less than \$1,000,000.00 for vehicles actually used in the operations at the Premises (as compared to used for simple commuting).

15.1.3. *Workers' Compensation*. Statutory limits, with Employers' Liability coverage in an amount not less than \$1,000,000.00 per injury, illness, or disease.

15.2. Injury Reports. By the 15th of each month, Tenant will provide to Landlord's Department of Natural Resources, Parks & Recreation ("**NRPR**") whose address is provided in Section 18, a report listing any incident involving injury to persons or damage to property occurring at the Premises. If any such injury to persons requires

emergency medical treatment, Tenant will contact NRPR within one (1) business day of such incident. Landlord has the right to investigate any incident involving injury to persons or property occurring at the Premises and Tenant will provide Landlord with all information available to Tenant about such incident.

15.3. Insurance Certificates. Tenant will provide Landlord with current certificates of insurance which must show Pima County as an additional insured where required. All certificates of insurance must provide for guaranteed thirty (30) days written notice of cancellation, non-renewal or material change.

15.4. Waiver of Subrogation. Each party waives its claims and subrogation rights against the other for losses typically covered by property insurance coverage.

15.5. Changes to Insurance Requirements. Landlord retains the right to reasonably increase the limits or types of coverage from time to time as determined in the best interests of Landlord by Pima County Risk Management.

16. **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's 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.

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 must be delivered personally or by certified mail, directed as follows:

If to Landlord:

Christopher C. Cawein, Director
Natural Resources, Parks & Recreation
3500 W River Rd
Tucson, AZ 85741-3600
Phone: (520) 724-5000

If to Tenant:

Clint Kuntz, CEO

Marana Health Center, Inc.

117830 West Barnett Road

Marana, AZ 85653

Phone: (520) 248-7474

19. **Conflict of Interest.** This Lease is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Lease on behalf of Landlord is, at any time while this Lease or any extension of the Lease is in effect, an employee or agent of any other party to the Lease with respect to the subject matter of the Lease.

20. **Non-Discrimination.** Tenant agrees that during the performance of this Lease, Tenant will 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 will comply with the provisions of Arizona Executive Order 75-5, as amended by Executive Order 99-4 and 2009-09 issued by the Governor of the State of Arizona, 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 and any court action must be filed and maintained in a court in Pima County, Arizona.

22. **Default/Termination.**

22.1. Termination by Landlord Without Notice. Landlord may terminate this Lease immediately for any of the following:

22.1.1. failure of Tenant to carry the required insurance;

22.1.2. failure of Tenant to timely pay the tenant reimbursement amount or other charges as required by Section 6 above;

22.1.3. loss by Tenant of its tax-exempt status or an action by the IRS challenging that status;

22.1.4. violation of any law by Tenant, or any unlawful activities carried out on the Premises;

22.1.5. 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;

22.1.6. 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;

22.1.7. Tenant creates or permits any waste or nuisance on the Premises;

22.1.8. Tenant commits three (3) defaults in a twelve (12) month period, regardless of whether or not Tenant timely cures such defaults as provided below;

22.1.9. Tenant permits the consumption of alcohol on the Premises; or

22.1.10. any other activity or omission that in Landlord's reasonable judgment is not a condition subject to "cure".

22.2. Breach and Opportunity to Cure. Either party may present written notice of default or non-performance to the other party. For any default other than those listed in section 22.1, 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. Both parties may pursue any other remedies provided by law for the breach of this Lease. No right or remedy conferred or reserved is intended to be 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 that Tenant owns and places or keeps on the Premises. 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, and 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.

26. **Assignment/Subletting.** Any attempted assignment of this Lease by Tenant without prior written consent from Landlord is void. This Lease is binding on any and all successors and permitted assigns. Tenant will not sublet any portion of the Premises without the prior written consent of Landlord, which consent is at Landlord's sole discretion.

27. **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.

28. **Exhibits.** The following exhibits to this Lease are fully incorporated herein as if set forth at length:

Appendix A Description of the Property

Appendix B Depiction of the Premises

The parties hereto have executed this Lease on the day, month and year written below.

TENANT: MARANA HEALTH CENTER, INC.
an Arizona non-profit corporation:



Clint Kuntz, Chief Executive Officer

10/29/13

Date

LANDLORD: PIMA COUNTY, a body politic and corporate of the State of Arizona:

Sharon Bronson, Chair, Board of Supervisors

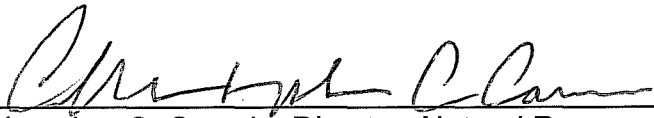
Date

ATTEST:

Robin Brigode, Clerk of the Board

Date

APPROVED AS TO CONTENT

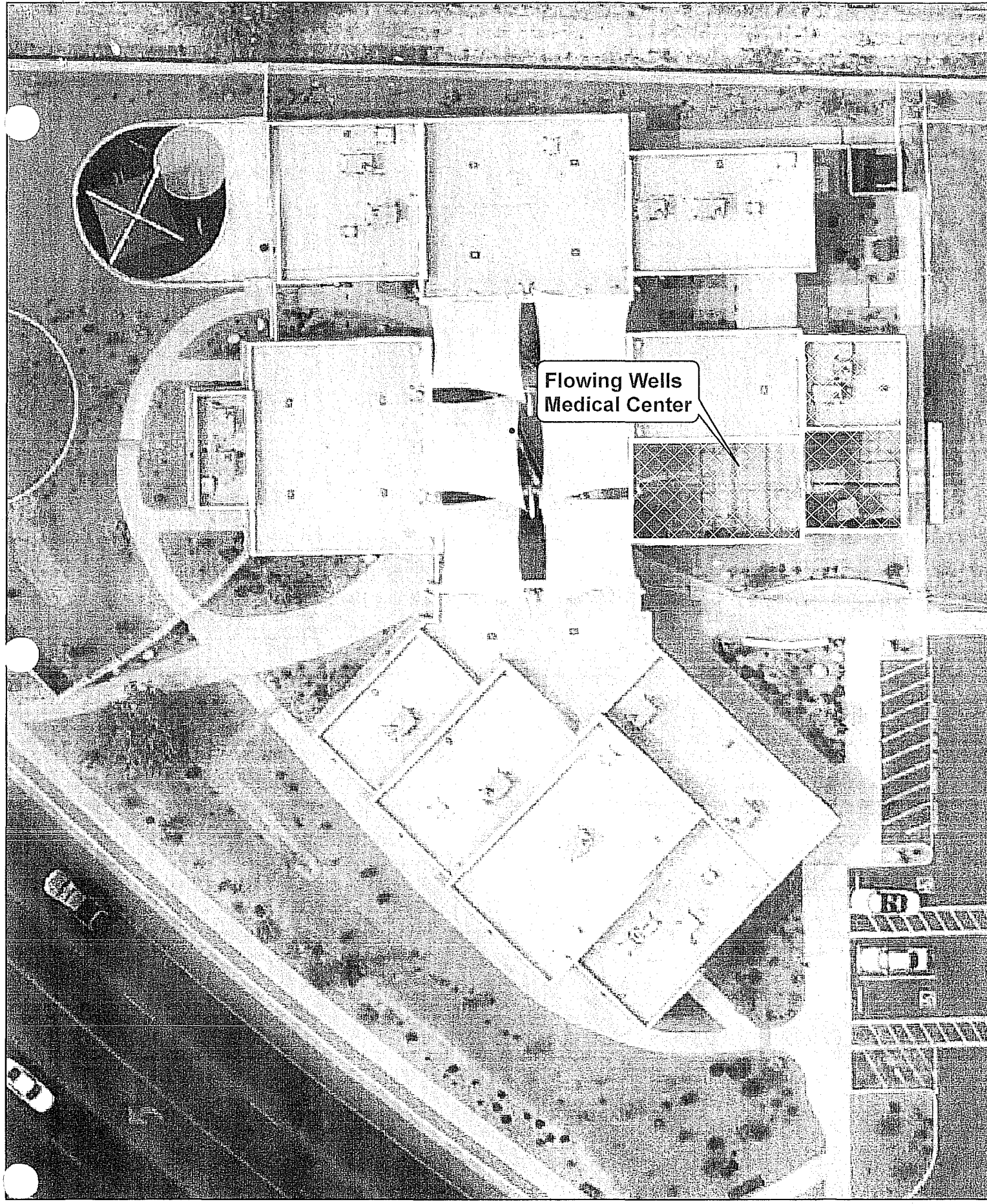


Christopher C. Cawein, Director, Natural Resources, Parks & Recreation

APPROVED AS TO FORM:



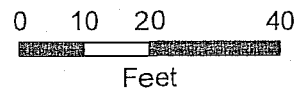
Tobin Rosen, Deputy County Attorney, Civil Division

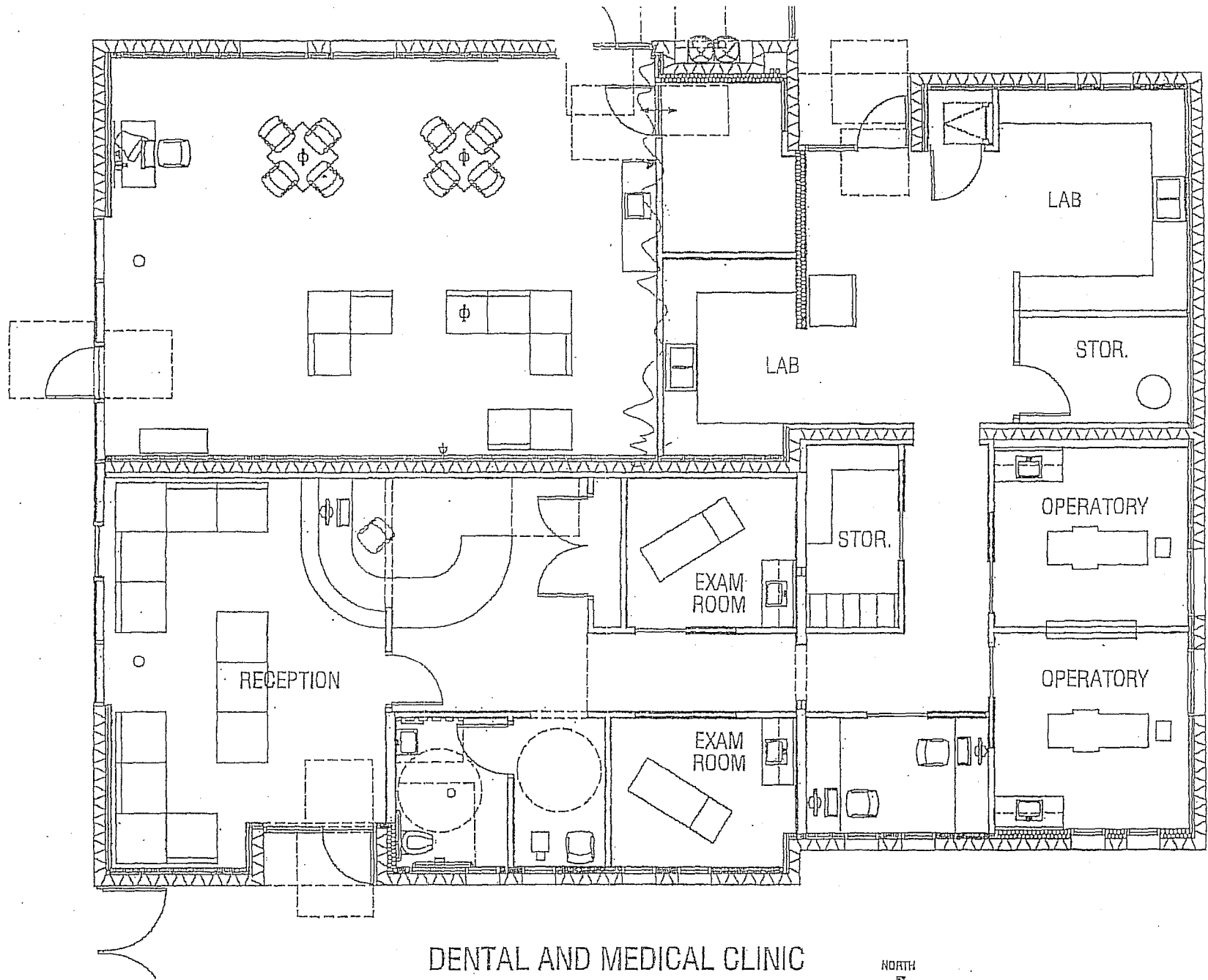


Flowing Wells
Medical Center



**ELLIE TOWNE FLOWING WELLS
COMMUNITY CENTER
EXHIBIT A**





DENTAL AND MEDICAL CLINIC
AT THE FLOWING WELLS COMMUNITY CENTER
SCALE 1/8" = 1'-0"

NORTH



POST-
FLOW
ASSOCIATION