

**NON-EXCLUSIVE LEASE FOR CERTAIN PARKING AREA ADJACENT TO
ST. PATRICK ROMAN CATHOLIC PARISH, BISBEE, ARIZONA**

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between Cochise County ("County"), and St. Patrick Roman Catholic Parish-Bisbee ("Church"), an Arizona non-profit corporation.

WHEREAS, the County is in need of additional parking space in the vicinity of the County Courthouse and the other County offices in the Quality Hill area of Bisbee, Arizona, to accommodate jurors and other members of the public ("Visitors") doing business at these sites and the County employees working in this area; and

WHEREAS, the Church owns and controls a U-shaped parking area surrounding the Church School Building. This parking area is for the use of the Church's parishioners, who primarily use this parking area for Church purposes during days and times when the County offices are not open for business; and

WHEREAS, both the Church and the County agree that a non-exclusive lease of this parking area to the County, under the terms and conditions stated below, would be in the best interests of both parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Church hereby grants to the County a non-exclusive lease for that certain parking area owned by the Church (the Leased Premises) and more particularly described as follows:
 - a. The U-shaped parking area surrounding the Church School Building. This parking area is hereinafter designated as "the Upper Lot Leased Premises."
2. Subject to the reservations stated below, the County is hereby authorized to use the Upper Lot Leased Premises as a parking area for County vehicles, for those vehicles belonging to its employees, and for those vehicles belonging to the members of the public, Visitors, who are present to attend to business or public functions in the County buildings in this area, and for no other purposes.
3. As consideration for this lease, the County agrees to pay to the Church the total sum of One Thousand Dollars (\$1000.00) per month for the use of the Upper Lot Leased Premises. This payment shall be made on or before the fifteenth day

of each month of this lease. The County may, at its sole discretion, pre-pay this lease payment on an annual or quarterly basis.

As additional consideration for this lease, the County also agrees to maintain the Upper Lot Leased Premises in a good and suitable condition during the term of this lease. Additionally, any improvements undertaken by the County during the period after the prior Church-County parking lease agreement expired were made in anticipation of this Agreement and the County shall not seek remuneration for such improvements.

4. The County use of the Upper Lot Leased Premises is limited to the days of: Monday, Tuesday, Wednesday, Thursday, and Friday. The County use of the Upper Lot is limited to the hours of 7:00 AM – 6:00 PM. The Church retains the right of exclusive use of the Upper Lot Leased Premises for all days and hours not reserved for County use.

The Church agrees that the Church will not enter into any other lease for the Upper Lot Leased Premises with any other parties. Nor will the Church make the Upper Lot Leased Premises available for public parking except in connection with Church related or Church sponsored functions. The Church shall be responsible for the electric bills associated with the security lighting on the Upper Lot Leased Premises.

The County and the Church, through their designated representatives, agree to meet at least on an annual basis, during the first week of December of each year, to discuss this lease, compliance with these terms and conditions, the maintenance and repair of the Upper Lot Leased Premises, and the need of either party for any reasonable accommodations. The County and the Church, through these representatives, agree to consult as often as may be necessary to address any special accommodations that may be appropriate for either party due to any unanticipated circumstances that may arise during the term of this lease.

5. Except as expressly provided herein, the County shall make no alterations, additions, or improvements to the Upper Lot Leased Premises without the prior written consent of the Church. Any alterations, additions, or improvements that may be made by the County shall be performed in a workmanlike manner and shall not interfere with the Church's use of the Upper Lot Leased Premises.
6. Subject to the provisions of Paragraph 13 below, this lease shall remain in effect for a period of one (1) year from the date of this agreement, and automatically

renew for successive one-year terms until terminated by either party upon sixty (60) days advance written notice provided to the other party.

7. The County agrees to defend, hold harmless and indemnify the Church, its officers, employees, and agents, from all claims, demands, losses, suits, damages, or costs of any kind ("claims") arising out of the County's use of the Upper Lot Leased Premises that result from the negligence or intentional torts of the County, its agents, officers, and employees and Visitors, but only to the extent that such claims arise from such negligence or intentional torts. The Church agrees to defend, hold harmless and indemnify the County, its officers, employees, and agents, from all claims, demands, losses, suits, damages, or costs of any kind ("claims") arising out of the Church's use of the Upper Lot Leased Premises that result from the negligence or intentional torts of the Church, its officers, employees, and agents, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the foregoing liabilities shall be limited to and determined by the respective fault of the parties, their agents, subcontractors, and employees, in comparison with others, including but not limited to the other party, who may have contributed to or in part cause any such claim to arise.
8. The County will provide the Church current Certificates of Insurance for coverages naming the Church as an "Additional Insured" on their policies and providing that such coverage is primary.
9. Any notice, demand, payment, or communication of any sort between these parties shall be delivered to the respective designated agents of each:
 - a. Cochise County
Henry L. Meraz
Facilities and Solid Waste Department
1415 W. Melody Lane
Bisbee, AZ 85603
(520) 432- 9730
 - b. St. Patrick Roman Catholic Parish –Bisbee
Dcn. Anthony Underwood, Pastoral Administrator
P.O. Box 164
Bisbee, AZ 85603
(520) 432-5753

- c. Rev. Gregory Adolf, Pastor
c/o St. Andrew the Apostle Catholic Church
800 Taylor Dr.
Sierra Vista, AZ 85635

Either party may change its designated agent by sending written notice of any successor to the other party.

10. Waiver, or the failure of either party at any time to require performance by the other, of any provisions herein, shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of any breach or any provision herein shall not be taken or held to be a waiver of any succeeding breach of such provision or waiver of such provision itself.
11. This written agreement, and attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, or oral and written negotiations, representations, commitments, writings, agreements, and all other communications between the parties except as expressly provided herein. This agreement may not be released, discharged, changed, or modified, except by an instrument in writing, signed by a duly authorized representative of each of the parties, except as expressly provided otherwise in this agreement.
12. Before this agreement shall become effective and binding upon the parties, it must be approved by the County's Board of Supervisors and by the Church's Board of Directors. In the event that either party fails or refuses to approve this agreement, it shall be null and void and of no effect whatsoever.
13. Pursuant to A.R.S. §38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this agreement is subject to cancellation by Cochise County or its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County or its departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract while it is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

This lease is also subject to cancellation by the Board of Supervisors pursuant to the provisions of A.R.S. § 11-653, as applicable through A.R.S. § 11-251(54). The parties acknowledge and agree that this statutory provision is not a reciprocal term.

IN WITNESS WHEREOF, the County has caused this instrument to be executed by the Chairman of its Governing Board and attested to by the Clerk of the Board; and the Church has caused this agreement to be executed on the day and year first above written by its duly authorized representatives.

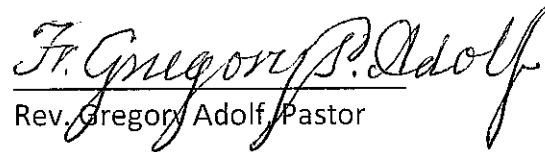
APPROVED:

COUNTY OF COCHISE

Ann English, Chair
Board of Supervisors

APPROVED:

ST. PATRICK ROMAN CATHOLIC PARISH




Rev. Gregory Adolf, Pastor

ATTEST:

Tim Mattix
Clerk of the Board

APPROVED AS TO FORM:



Dcn. Anthony Underwood, Pastoral Adm.
St. Patrick Roman Catholic Parish

APPROVED AS TO FORM:

Kris Carlson
Civil Deputy County Attorney