

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

THIS SECOND AMENDED AGREEMENT is made and entered into this ____ day of _____, 202__, 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 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 and adjacent to the Church School Building as shown in the map attached at Exhibit A and referred to herein as the “Upper Lot Leased Premises.” 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; and

WHEREAS, the Church and the County have mutually agreed to modify their previous written agreements concerning the lease of parking spaces in the Church’s parking area and so this Second Amended Agreement is intended to supersede and replace all previous agreements between the parties for lease of the parking spaces surrounding and adjacent to the Church in Bisbee, Arizona.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Church hereby grants to the County a non-exclusive lease for part of the parking area owned by the Church (the “Upper Lot Leased Premises”) and more particularly described as follows:
 - a. Parking spaces 1 through 21 of the Upper Lot Leased Premises, shown in the map at Exh. A.
 - b. Additional parking spaces in the Church parking area may be used by the County as needed with prior written notice of the County to the Church.

2. Subject to the reservations stated below, the County is hereby authorized to use the parking spaces designated herein as a parking area for County vehicles, for vehicles belonging to its employees, for vehicles belonging to jurors, and for vehicles belonging to the members of the public and visitors who are present to attend to business or public functions in the County buildings in this area, and for no other purposes.
3. Subject to the provisions of Paragraph 13 below, this lease shall remain in effect for a period of four (4) years commencing on January 1, 2025.
4. As consideration for this lease, the County agrees to pay to the Church the following:
 - a. For the first year, the total sum of One Thousand Dollars (\$1000.00) per month for the use of parking spaces 1 through 21 of the Upper Lot Leased Premises.
 - b. For the second year, the total sum of One Thousand One Hundred Dollars (\$1,100.00) per month for the use of parking spaces 1 through 21 of the Upper Lot Leased Premises.
 - c. For the third and fourth years, the total sum of One Thousand Two Hundred Dollars (\$1,200.00) per month for the use of parking spaces 1 through 21 of the Upper Lot Leased Premises.
 - d. During the full four-year period, the County will pay the Church \$7.50 per day for any additional parking spots in the Upper Lot Leased Premises used by the County, as described above or Lower Lot Premises located behind the Church.

These payments 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 parking spaces 1 through 21 of the Upper Lot Leased Premises in a good and suitable condition during the term of this lease. Additionally, the County shall not seek remuneration for any improvements undertaken by the County during the period prior to execution of this Second Amended Agreement.

5. The County's use of parking spaces in the Upper Lot Leased Premises is limited to the days of: Monday, Tuesday, Wednesday, Thursday, and Friday. The County's use of parking spaces in the Upper Lot Leased Premises is limited to the hours of 7:00 AM – 6:00 PM. The Church retains the right of exclusive use

of all parking spaces including 1 through 21 of the Upper Lot Leased Premises for all days and hours not reserved for the County's use.

The Church agrees that the Church will not enter into any other lease for parking spaces 1 through 21 of the Upper Lot Leased Premises with any other parties. Nor will the Church make parking spaces 1 through 21 of 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 parking spaces 1 through 21 of 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 parking spaces 1 through 21 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.

6. Except as expressly provided herein, the County shall make no alterations, additions, or improvements to the parking spaces of 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 parking spaces of the Upper Lot Leased Premises.
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 parking spaces 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 parking spaces 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
Jason Faccio, 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
 - . 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 Second Amended 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 Second Amended 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 Second Amended Agreement.

12. Before this Second Amended 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 Second Amended 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 Second Amended 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 Second Amended Agreement 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 Second Amended 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

ATTEST:

Sharon Gilman
Interim Clerk of the Board

APPROVED AS TO FORM:

Denise Riden
Civil Deputy County Attorney

APPROVED:

ST. PATRICK ROMAN CATHOLIC PARISH

Rev. Gregory Adolf, Pastor

APPROVED AS TO FORM:

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