

**Tommie C. Martin, District I**  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

**Michael A. Pastor, District II**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

**Shirley L. Dawson, District III**  
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(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**Don E. McDaniel Jr., County Manager**  
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**Joseph T. Heatherly, Finance Director**  
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319  
TTY: 7-1-1

**SITE LEASE AGREEMENT NO. 1005.340.HP/4-2011**  
**HILLCREST PEAK RADIO EQUIPMENT**

This Lease Agreement is entered into on the 1st day of July, 2011, between ACP Inc, hereinafter known as Lessor; The Gila County Board of Supervisors and the Gila County Sheriff's Office, hereinafter known as Lessee.

Lessor, for and in consideration of the covenants and agreements of Lessee contained herein does hereby lease to Lessee and the Lessee leases from the Lessor the following described property;

**ARTICLE I**

**1. Lease Terms**

- a) **Lease Period:** The term of this lease shall be for a period of three (3) years beginning on the 1<sup>st</sup> day of July, 2011, and ending on the 30<sup>th</sup> day of June, 2014, unless sooner terminated as hereinafter provided.
- b) **Extension:** Lessor agrees that Lessee shall have the right, at its sole option, to renew the lease period for two (2) additional one (1) year periods. In the event the Lessee exercises such a right, all terms, conditions and provisions of the original agreement shall remain the same and apply during the renewal period.
- c) **Termination:** Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.
- d) **Cancellation:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

## **ARTICLE II**

### **2. Property**

- a) Location: 902B Hillcrest Drive, Payson, AZ  
Lat (NAD83) 34-15-13.0N  
Long (NAD83) 111-18-41.1 W  
ASR No. 1006792  
Ground Elevation 1601.4
  
- b) Equipment Description: Duplexer, Polyphaser, Feed Lines, Antenna, and all mounting hardware necessary for the system to function (i.e., everything from the connections on the back of the radio to the top of the antenna).

## **ARTICLE III**

### **3. Rent**

- a) Lessee shall pay to Lessor the amount of \$252.36 per month for lease of equipment as described in Article II, b., of this agreement.
  
- b) The monthly fee shall include the response and repair of any problems encountered with defective items on the antenna system.

## **ARTICLE IV**

### **4. Indemnity**

- a) Lessee shall indemnify, defend, and save harmless Lessor and all of its employees, agents, and representatives, from any and all claims demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorneys' fees and/or litigation expenses, which may be brought, made against, or incurred by Lessor on account of loss or damage to any property and for injury to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, fault, mistake, or to the rental of the property under this lease or by reason of any use, non-use, or condition of the property created by or attributable to Lessee or Lessee's use or manner of use of the property.

## **ARTICLE V**

### **5. Miscellaneous Requirements**

- a) Laws and Ordinances: This agreement shall be enforced under the laws of the State of Arizona. Lessor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Lessor. The Lessor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.
  
- b) Notices: All Notices or Demands upon either party shall be in writing and shall be delivered in person or via mail addressed as follows:

ACP Inc.  
Phil Ittel  
P.O. box 600  
Payson, AZ 85547

Gila County Sheriff's Office  
J. Adam Shepherd, Undersheriff  
108 W. Main St.  
Payson, AZ 85547

- c) Surrender: Upon any termination of this Lease, Lessee shall peaceably surrender possession of the property, excluding Lessee's fixtures and equipment, and said property shall become the property of Lessor.

**IN WITNESS WHEREOF**, The parties have executed and bound this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**GILA COUNTY:**

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
**Michael A. Pastor, Chairman, Board of Supervisors**

**ATTEST:**

\_\_\_\_\_  
**Marian Sheppard, Chief Deputy Clerk of the Board**

**APPROVED AS TO FORM:**

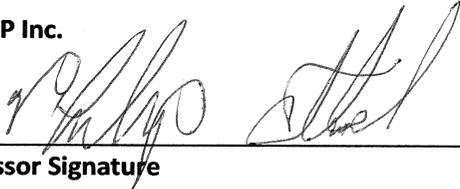
\_\_\_\_\_  
**Bryan B. Chambers, Chief Deputy County Attorney  
for Daisy Flores, County Attorney**

**GILA COUNTY SHERIFF'S OFFICE:**

\_\_\_\_\_  
**John R. Armer, Gila County Sheriff**

**LESSOR:**

**ACP Inc.**

  
\_\_\_\_\_  
**Lessor Signature**

\_\_\_\_\_  
**Philip Ittel**  
**Print Name**