

**LEASE & OPERATING AGREEMENT
YUMA COUNTY HISTORICAL SOCIETY AND
THE CITY OF YUMA**

THIS LEASE AND OPERATING AGREEMENT (“Agreement”) is made and executed at Yuma, Arizona, this ___ day of _____, 2024 (the “Effective Date”), between the City of Yuma , an Arizona municipal corporation, hereinafter referred to as either the “City” or “Lessor,” and the Yuma County Historical Society (YCHS), an Arizona nonprofit corporation, hereinafter referred to as the “YCHS” or “Lessee.” Lessor and Lessee are sometimes referred to in this Lease collectively as “Parties,” or individually as “Party.”

IT IS AGREED by and between the Parties hereto as follows:

- 1. DESCRIPTION OF PREMISES.** The Lessor hereby leases to Lessee, on the terms and conditions set forth in this Lease, the real property and buildings commonly referred to as the Sanguinetti House Museum and Gardens and Jack Mellon House located at 240 South Madison Avenue, Yuma, Arizona, and the Molina Block located at 272 Madison Avenue located in Yuma, Arizona 85364. Collectively these properties may be referred to as the “Premises,” “Building” or “Building Complex.”
- 2. TERM.** The term of this Lease/Agreement shall commence on September 16, 2024 (“Commencement Date”) and shall remain in full force and effect for three (3) years from the Commencement Date (the “Initial Term”), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for up to two (2) successive one-year terms (each, a “Renewal Term”) unless terminated, or not renewed, as otherwise provided in this Agreement.
- 3. TERMINATION/NON-RENEWAL.** This Lease will terminate at the end of the Initial Term, unless terminated earlier by the Parties, or unless Lessee notifies Lessor of its intent to renew for the Renewal Term of an additional one (1) year period pursuant to Section 2 above. Upon the expiration or other termination of this Lease or any extension thereof, Lessee shall vacate the Premises and surrender the Premises to Lessor in good condition. Notwithstanding the foregoing, either Party may terminate this Lease at any time with sixty (60) days’ written notice to the non-terminating Party.
- 4. HOLDING OVER.** Lessee agrees not to hold over after the termination of the Lease or any extension thereof. If Lessee remains in possession of the Premises with the written consent of Lessor after the expiration of this Lease, a new tenancy from month-to-month may be created between Lessor and Lessee. If such a new tenancy is created, it shall be subject to all the terms and conditions of this Lease, except that such tenancy shall be terminable by either Party upon thirty (30) days written notice, as set forth in Section 28 below, to the non-terminating Party.

5. **RENT.** Lessee shall pay Lessor one dollar (\$1.00) per month as rent for the Premises. The rent is first due and payable upon the Effective Date and payable on the first day of each month thereafter. Payments shall be mailed to or made in person at the following location:

City of Yuma
Finance Department
Attn: Senior Accounting Specialist
One City Plaza
Yuma, AZ 85364

The duty to pay rent as required herein shall survive this Lease.

6. **LATE CHARGES.** Lessee agrees to pay one hundred dollars (\$100.00) as a late charge should Lessee fail to pay any installment of rent or any other sum due under this Lease within thirty (30) days after the due date or five (5) days after written notice of failure to pay, whichever occurs first. If Lessor waives the late charge with respect to any single installment of rent, the waiver shall not be deemed to constitute a waiver with respect to any subsequent installment of rent due.
7. **INTEREST ON RENT IN ARREARS.** Any installment of rent owed under the provisions of this Lease which is not paid when due shall bear interest at the rate of ten percent (10%) per annum from the date the rent is due until such time as Lessee pays the amount due.
8. **USE.** YCHS shall utilize the Premises for programming, office, and retail activities consistent with and in furtherance of its non-profit status and mission as historically carried out in Yuma County, Arizona, as set forth in Exhibit A.
9. **MARKETING & PARTNERSHIP OPPORTUNITIES.** The City and YCHS may each cross-promote other organization's activities in appropriate publications and announcements. YCHS will be included in the City's Quarterly Communications Team meetings to discuss opportunities for collaboration and upcoming events and projects. Use of the City name or logo by the YCHS is subject to approval by the City and use of the YCHS name or logo by the City is subject to approval by its President or their designee. For the purposes of this lease agreement, the Building Complex shall be described as City-owned and YCHS-operated as a "Partnered Site".
10. **SECURITY.** Lessee acknowledges that Lessor does not provide on-site security at the Building and that Lessee accepts possession of the Premises without any representation or warranty of such security, expressed or implied.
11. **CONDITION OF PREMISES.** The parties acknowledge that the building is of an historic character and that the condition and amenities of the Building Complex and YCHS' Premises may not be up to the standard of other commercial buildings in the Yuma area. Premises are rented "as is."

- a. YCHS shall be responsible for providing any necessary or desired YCHS improvements of any kind for its activities to be conducted in the Premises. YCHS shall be responsible for any maintenance required in the following areas: All HVAC units in the building, floors and flooring, plumbing fixtures, faucets, spigots, toilet components, sink components, sinks, landscaping and vegetation, windows, doors, door knobs, locks, fire extinguishers, alarm system if any, pest control, paint on interior and exterior walls and trim, ceilings, and all other wear and tear to the building. This includes but is not limited to roof, ceiling, structure, electrical, major plumbing, and termites.
- b. The YCHS will provide the City with a current assessment of identified, scheduled, or outstanding repairs and maintenance of the Building Complex.
- c. YCHS shall keep the Premises in a neat and clean condition at all times. YCHS shall further be responsible for the maintenance and cleaning of the bathrooms as well as all gardens and grounds attached to the Building Complex.
- d. Because of the historic nature of the Building and Premises, all improvements, and repairs, including without limitation painting, additions, and installation of any trade fixtures, shall be approved in advance by the City
- e. Upon termination of Lease, the Premises shall be restored to as clean condition and good repair as when leased, with normal wear and tear excepted. Lessee shall remove all of Lessee's personal property and fixtures, except those items permanently affixed (including but not limited to lighting fixtures, fans, plumbing fixtures) before vacating the Premises.

12. MAINTENANCE.

- a. Lessee shall keep and maintain the roof, exterior surfaces, and all electrical, plumbing, and mechanical systems of the Premises in a good state of repair. Lessee shall be responsible for any interior maintenance of the Premises including electrical and plumbing issues or failures. Lessee shall keep and maintain the interior of the Premises in a reasonable condition of repair at Lessee's sole expense, including but not limited to interior walls, plumbing fixtures, electrical fixtures, heating and air conditioning filters, telephone lines, and interior doors.
- b. Lessor shall insure the Premises against fire or storm loss. Lessee shall insure the Premises against and bear the risk of vandalism, theft, window glass breakage, exterior vandalism, and casualty and fire loss to Lessee's own merchandise, wares, and personal property. Lessee shall insure against liability to third parties arising out of use and operation of the Premises.

- c. In the event of injury or damage to the Premises, unless caused by the Lessor or Lessor's employees or agents, fire, flood, earthquake, or the elements, Lessee shall immediately repair and/or replace such damages at its own expense. If the repairs are not properly done by Lessee, Lessor may make said repair and Lessee shall be liable to repay and reimburse Lessor, as additional rent hereunder, including all expenses in connection herewith.

13. **RETAIL OPPORTUNITIES.** The YCHS shall be permitted to conduct business at the Building Complex, including in the categories of private facility rentals, museum and grounds admissions, and gift shop sales.

14. **TAXES.** Unless exempted or abated by Arizona Revised Statutes ("A.R.S.") §§ 42-6208 or 42-6209, in addition to any rent payable under this Lease, Lessee shall pay any government property lease excise, sales, property, privilege or any other applicable tax imposed or levied by any government or governmental agency upon Lessor or Lessee and attributed to the rent payable by Lessee. Pursuant to A.R.S. § 42-6206(A), failure by Lessee to pay any government property lease excise tax after notice and an opportunity to cure shall be deemed a default, and Lessor may terminate this Lease.

15. **CONDUCT OF BUSINESS.** Lessee shall not use or permit the Premises, or any part thereof, to be used for any purpose or purposes other than the purposes for which the Premises are hereby leased as set forth in Section 8. Lessee shall also not unilaterally use or do anything to the Premises which will increase Lessor's existing rate of insurance upon the Building or cause a cancellation of any insurance policy covering said Building, or any part thereof. Lessee shall not sell nor permit to be kept or sold, any article which may be prohibited by the standard form of fire insurance policy in and about the Premises.

16. **COMPLIANCE WITH AUTHORITIES.** Lessee shall, at its sole cost and expense, comply with and obey all applicable requirements of all municipal, county, state and federal laws, regulations, and ordinances now in force or which may hereafter be in force, pertaining to the Premises. Lessee shall maintain and procure at Lessee's expense all licenses, permits or inspection certificates required by any governmental authority with respect to Lessee's business. Lessee may, at its expense, contest any such law, ordinance, or regulation.

17. **UTILITIES.** Utilities (including, but not limited to, electricity, telephone, communications, water, wastewater, gas, and sanitation) and janitorial, landscaping and facilities maintenance services are not included in the rent set forth in Section 5 of this Lease and are the sole responsibility of Lessee.

Lessee shall also be responsible for all service charges associated with operation of the Premises, including telephone and Internet access charges. Lessor shall not be liable for, and Lessee shall not be entitled to any relief by reason of, the unavailability, suspension or limited availability of any utilities or services resulting from matters not within Lessor's control, including without limitation riot, strike, fire, flooding, labor disputes, energy shortage, inability to obtain supplies or materials from the usual source of supply, inevitable accident

or breakdown, or for the stoppage to or interruption of any such services for the purpose of making routine or necessary maintenance and repairs.

18. **INSURANCE.** Before the commencement of this Lease, Lessee shall, at its own expense, secure and maintain during the term of this Lease, Commercial General Liability (“CGL”) insurance including bodily injury, property damage, contractual, personal injury, and products/completed operations. Liability limits shall be no less than \$1,000,000.00 per occurrence, and no less than a \$2,000,000.00 general aggregate limit. If Lessee sublets the Premises, Lessee shall require and verify that all sublessees maintain CGL insurance meeting all the requirements stated in this Lease. Certificates of Insurance shall be delivered to the Lessor prior to the commencement of this Agreement. The CGL policy shall include endorsements naming the Lessor and its officers, elected offices, agents, directors, employees, and volunteers as Additional Insureds. The CGL policy shall also contain an endorsement waiving subrogation against Lessor, its officers, elected officials, directors, employees, and agents for losses arising from activities under this Lease and Lessors’ operations on the Premises.

Lessee shall during the term of this Lease, at the expense of Lessee, insure all of the contents, fixtures, and appurtenances at the Premises against broad perils of property loss or casualty for the appraised value of the contents, fixtures, and appurtenances at the Premises, or a minimum of \$500,000.00, whichever is greater. Lessor, its officers, elected officials, employees, and agents shall be named and endorsed as an additional insureds on the policy. The policy shall also contain an endorsed waiver of subrogation against Lessor, its officers, elected officials, employees, and agents for losses arising from activities under this Lessee. Lessor shall be named as a Loss Payee with respect to the Premises and any other improvements owned by Lessor on the Premises.

If Lessee has employees, Lessee must carry Worker’s Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction of employees engaged in the performance of the work or services, and Employer’s Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease for each employee, and \$500,000.00 disease policy limit. The Workers Compensation Insurance policy shall also contain an endorsed waiver of subrogation against Lessor, its officers, elected officials, employees, and agents for losses arising from activities under this Lease and Lessors’ operations on the Premises.

All the policies of insurance required under this Insurance Section shall be endorsed as primary, non-contributory insurance policies and any insurance policy maintained by the Lessor is considered excess, non-contributory insurance. The existence of excess insurance policies should in no way be construed to limit the requirements of insurance described herein.

Failure to provide required coverage and failure to comply with the terms and conditions of this Lease shall not waive the contractual obligations herein. If the policy or policies are canceled or not renewed, the insurance company shall provide thirty (30) days written notice to the Lessor prior to the effective date of such cancellation or termination.

The amount and types of insurance coverage requirements set forth in this Lease will in no way be construed as limiting the scope of the indemnity in this Lease.

19. **VACATION OR ABANDONMENT.** Lessee shall not vacate or abandon the Premises at any time during the term of this Lease or any extension thereof, except when required to do so by this Lease. If Lessee abandons, vacates, surrenders, or is dispossessed of the Premises by process of law or otherwise, any personal property belonging to Lessee that is left on the Premises shall be deemed to be abandoned at the sole option of Lessor. Vacation or abandonment of Premises does not relieve Lessee of the duty to pay rent for the remainder of the term of this Lease.
20. **ENTRY AND INSPECTION.** Lessee shall permit Lessor and its employees and agents to enter the Premises at all reasonable times to inspect and/or maintain the Premises, or to make repairs, alterations or additions to any other portion of the Building, including the erection of scaffolding, props, or other mechanical devices, without any rebate of rent to Lessee or damages for occupation or quiet enjoyment of the Premises. Within thirty (30) days prior to the expiration of the Lease Lessee shall permit Lessor, or its employees and/or agents, at reasonable hours, to enter the Premises to show the Premises to prospective tenants.
21. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign this Lease, or any interest therein, and shall not sublet the Premises or any part thereof or any right or privilege appurtenant thereto or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the Premises, or any portion thereof, without the prior written consent of Lessor. The requirements of this Lease are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
22. **BREACH.** In the event of any breach of this Lease by Lessee, Lessor, in addition to any other rights or remedies available to Lessor, may terminate this Lease and shall have the immediate right of re-entry and may remove all persons and property from the Premises. Lessee hereby waives all claims for damages which may be caused by the re-entry of Lessor and Lessor's taking possession of the Premises or removing or storing Lessee's property, and will defend and save Lessor harmless from any losses, liabilities, costs, or damages occasioned Lessor thereby, and no such re-entry shall be considered or construed to be a forcible entry. Should Lessor at any time terminate this Lease for any breach, Lessor may, in addition to any other remedy it may have, recover from Lessee all damages Lessor may incur by reason of such breach, including the cost of recovering the Premises, and the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term.
23. **RESTRICTIONS.** This Lease is subject to any and all provisions of leases and encumbrances of record or extensions thereof under which Lessor holds title or possession of the Premises.
24. **ASBESTOS NOTICE.** An asbestos inspection has not been conducted and the existence of asbestos material in the facility has not been determined.

25. **NON-WAIVER FOR BREACH.** The failure by Lessor to pursue a remedy of any default or breach of any term, covenant or condition herein contained is not deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or other term, covenant or condition herein contained. The acceptance of rent hereunder shall not be a waiver of any breach by Lessee of any term, covenant, or condition of this Lease.
26. **ADDITIONAL RULES AND REGULATIONS.** Lessor has the further right and power to prescribe rules and regulations for the use, entry, operation, and management of the Premises, to insure the safety, care and cleanliness of the Premises and preservation and good order thereon.
27. **CUMULATIVE REMEDIES.** It is understood and agreed that the remedies herein given to Lessor are cumulative, and the exercise of any one remedy by Lessor is not to the exclusion of any other remedy.
28. **NOTIFICATION.** All notices, demands or other communications must be in writing and are deemed duly delivered upon personal delivery or as of the second business day after mailing by United States mail, postage prepaid, registered, or certified, return receipt requested, addressed as follows:

To Lessor: City of Yuma
 Attn: City Administrator
 One City Plaza
 Yuma, Arizona 85364

To Lessee: Yuma County Historical Society
 PO Box 2813
 Yuma, AZ 85366

If any Party changes its address, the Party must give written notice to the other Party. Notice of change of address is deemed effective five (5) days after mailing by the Party changing address.

29. **VENUE AND CHOICE OF LAW.** Any action to enforce any provision of this Lease or to obtain any remedy with respect this Lease shall be brought exclusively in the Superior Court, Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona at the John M. Roll United States Courthouse in Yuma Arizona, if, but only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action commenced in accordance with the terms of this Section. This Lease shall be interpreted in accordance with the laws of the State of Arizona.
30. **INDEMNITY.** To the fullest extent permitted by law, Lessee shall indemnify, defend, and hold harmless the Lessor, its agents, employees, officers, volunteers, and officials (“Indemnified Party”) for, from and against all claims, liabilities, demands, damages, losses,

and expenses, including attorneys' fees and litigation expenses, to which any such Indemnified Party may become subject, under any theory of liability whatsoever, ("Claims") to the extent that such Claims result from and/or arise out of the Lessee's intentional, reckless, or negligent acts, mistakes, errors, or omissions at, on or relating to the Premises or in performance of this Lease. This includes any intentional, reckless, or negligent acts, mistakes, errors, or omissions of Lessee's employees, agents, contractors, and officers employed directly or indirectly by Lessee, and any intentional, reckless, or negligent acts, mistakes, errors, or omissions of Lessee's customers, guests, students, visitors, invitees, licensees, assignees, and sublessees.

This indemnity provision shall also apply to any liability or remediation costs under Comprehensive Environmental Response, Compensation, and Liability Act, state statute or municipal ordinance arising as a result of contamination of the property or the surrounding environment, or violation of any Federal or state environmental laws due to any discharge of waste by Lessee, its employees and agents, regardless of whether the event requiring such remediation was intentional or accidental.

This Indemnity Section shall survive the expiration or early termination of this Lease.

31. **FORCE MAJEURE.** Should the Premises or any part thereof become unsafe, unsuitable for use or otherwise uninhabitable due to an act of God, nature, or act of war or other event beyond the control of the Lessor, the Lessor may, at its sole option, choose not to repair or replace the Premises, and no liability shall accrue to Lessor. Should Lessor determine that the Premises are beyond reasonable repair, Lessee shall be relieved of any further duty to pay rent beyond the date the event occurs, and any rent paid by Lessee for any rent period falling after the date of such event shall be promptly returned to Lessee. Lessee shall, if feasible, remove all personal property from the Premises. If Lessor elects to repair the Premises: (i) this Lease shall continue in full force and effect, but the rent from the date of the event through the date of substantial completion of the repair shall be abated with regard to any portion of the Premises that Lessee is prevented from using by reason of such damage or its repair, and (ii) in no event shall Lessor be liable to Lessee by reason of any injury to or interference with Lessee's business or personal property, alterations, additions or improvements to the Premises arising from such event, or by reason of any repairs to the Premises necessitated by the event.
32. **COMPLIANCE WITH LAW.** The Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.
33. **TIME.** Time is of the essence in this Lease except where specified.
34. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the Parties and no oral or written statement, promises, or inducements made by either Party or agent of either

Party that is not contained in this written Lease, or specifically referred to in a written agreement shall be valid or binding; and this agreement may not be enlarged, modified, or altered except in writing signed by the Parties and endorsed herein.

35. **RIGHTS/OBLIGATIONS OF PARTIES ONLY.** The terms of this Lease are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency, or organization.
36. **POLITICAL ACTIVITY.** The YCHS agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent used in the conduct of political activities in violation of Federal or State laws.
37. **CONFLICT OF INTEREST.** This Lease shall be subject to the Conflict-of-Interest provisions of Arizona Revised Statutes § 38-511, as amended.
38. **BOYCOTT OF ISRAEL.** Pursuant to A.R.S. § 35-393.01, Lessee certifies it is not engaged in a boycott of Israel as of the Effective Date of this Lease and agrees for the duration of this Lease to not engage in a boycott of Israel.
39. **NO PARTNERSHIP.** Nothing in this Lease constitutes a partnership or joint venture between the Parties, and neither Party is the principal or agent of the other.
40. **SEVERABILITY.** If any provision of this Lease is held invalid the remainder of the Lease shall not be affected thereby and all other parts of this Lease shall be in full force and effect.
41. **PROVISIONS REQUIRED BY LAW.** Each and every provision of law and any clause required by law to be in this Lease will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Lease will promptly be physically amended to make such insertion or correction.
42. **HEADINGS AND COUNTERPARTS.** The headings of this Lease are for purposes of reference only and shall not limit or define the meaning of any provision of this Lease. This Lease may be executed in two or more counterparts, each of which is an original and all of which together constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged are effective to bind a Party.

[Signatures on the next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2024.

CITY OF YUMA,
An Arizona Municipal Corporation

By: _____
John D. Simonton
City Administrator

YUMA COUNTY HISTORICAL SOCIETY

By: _____
Bruce Gwynn
President

ATTEST:

By: _____
Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

By: _____
Richard W. Files
City Attorney

EXHIBIT A
USE OF PREMISES & SERVICES PROVIDED

The Yuma County Historical Society (YCHS) shall utilize the Premises for programming, office, and retail activities consistent with and in furtherance of its non-profit status and mission as historically carried out in Yuma County, Arizona, as set forth in Exhibit. A.

YCHS shall have the exclusive right to schedule and lease the use of the Building and Grounds to third parties for events, subject to the following:

- YCHS will operate daily, with responsibility for all operating, insurance (excluding property insurance), and maintenance costs of the Sanguinetti House Museum and Gardens, the Jack Mellon House, and the Molina Block.
- YCHS will operate the Premises, specifically the Sanguinetti House Museum and Gardens as a museum open to the public with regular operating hours; and shall assume responsibility for management of all programs, events, rentals, and services
- YCHS shall determine and set designated hours of operation for public museum exhibit space.
- YCHS shall provide public access to view exhibits, tour the courtyard, and make available the use of restrooms as needed. YCHS (or designees) will provide all public visitors quality accurate and friendly information, ensuring all visitors and guests have a positive cultural experience.
- YCHS has no obligation to allow access to the house outside of the designated set hours of operation unless previous arrangements have been made and verified with the AHS.
- YCHS will operate a portion of the Premises as a special event and/or venue that can be rented by the community.
- YCHS shall seek grants, state, and federal funding, as well as corporate sponsorships to improve the Sanguinetti House Museum and expand services and programming.
- YCHS will conduct annual fundraisers, like Redondo Days, to raise funds to support and enhance the Premises and its operations.
- YCHS will continue to employ at their expense, at least one employee to operate and manage the Premises.
- YCHS will maintain accurate financial records. YCHS shall maintain an accounting system which complies with generally accepted accounting principles, including, but not limited to, SOP 78-10, FASB 116, and 117 as issued by the American Institute of Certified Public Accountants (“ACIPA”), and with the AICPA Audit Guide for Non-Profit

Corporations and shall separately account for all funds provided by the City pursuant to this Agreement.

- YCHS shall provide the City with quarterly revenue and expense reports and an annual audit of all revenues and expenses associated with operating the Sanguinetti House Museum and Garden. Reports should be sent to City Administrator.
- On or before July 1st of each year this Agreement is in effect, provide the City with names and addresses of the officers or directors of YCHS, and a copy of the current YCHS bylaws, articles of incorporation and any amendments thereto. In the event of any change of officer and/or director, bylaws, or articles of incorporation, YCHS shall provide the City written notice of said change and, if applicable, a copy of any changed bylaws or articles of incorporation within thirty (30) days thereafter.
- YCHS shall seek the written approval of City Administration prior to any change in hours of operation, reduction in services, or admission fees.
- YCHS shall seek the written approval of City Administration prior to any changes being made to the building structure/Premises.
- YCHS shall present an annual report at a regularly scheduled City Council Worksession. The City Administrator may also require YCHS to provide a brief monthly statement or status report in a form set forth by the City.
- YCHS representatives will meet with City Administration and/or the City of Yuma Communications Team at least quarterly to discuss opportunities for collaboration and upcoming events and projects. For purposes of these meetings, the Deputy City Administrator will serve as the point-of-contact for YCHS.
- YCHS agrees to accept the Building Complex "as-is" with respect to available IT infrastructure and will be required to provide their own supporting technology and tools to include, but not limited to, computers, POS systems, phones, and internet.
- YCHS shall maintain insurance with appropriate liability coverage for all activities involving use of the Grounds or other portions of the Building and appropriate property coverage for YCHS' contents, fixtures, and appurtenances at the Premises.

Exhibit A can be amended administratively by mutual agreement of the Parties.