

COB - BOSAIR FORM

10/31/2025 2:51 PM (MST)

Submitted by Kevin.Button@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: CT FM CTN-FM-12000000000000000560

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 11/18/2025

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: The University of Arizona

Project Title / Description: Lease Termination Roy Place -Amendment 2

Purpose: This Amendment 2 memorializes the mutually agreed to Early Termination of Lease agreement for 44 N. Stone and 10 Pennington St ("Premises") on October 31, 2025.

Procurement Method: Misc. Contracts: This Contract is a non Procurement contract and not subject to Procurement rules.

Procurement Method Additional Info: Exempt per Section 11.04.020

Program Goals/Predicted Outcomes: To memorialize the mutually agreed to Early Termination of Lease agreement for 44 N. Stone and 10 Pennington St ("Premises") on October 31, 2025. The University of Arizona has communicated, and the County acknowledges, that its continued tenancy in the Premises does not align with strategic goals.

Public Benefit and Impact: Pima County will determine the future use of the Premises recognizing that the full utilization of the Premises was no longer consistent with the strategic vision of the University. There is a potential for revenue through leasing of all or part of the Premises to another tenant or tenants.

Budget Pillar • N/A

Support of Prosperity Initiative: • N/A

Provide information that explains how this activity supports the N/A
TO: COB, 11/3/25 (1)

VERSION: 1

PAGES: 3

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selected Prosperity Initiatives

Metrics Available to Measure Performance:

Increased control over Premises. Potential for additional revenue. More efficient use of space.

Retroactive:

YES

Retroactive Description:

Parties agreed to terms for and date of termination that did not coincide closely with Board of Supervisors agenda schedule. Item is set for the earliest available BOS meeting.

Amendment / Revised Award Information

Record Number: CT FM CTN-FM-12000000000000000560

Document Type: CT

Department Code: FM

Contract Number: CTN-FM-12000000000000000560

Amendment Number: 2

Commencement Date: 10/31/2025

Termination Date: 10/31/2025

Is the Termination Date new?

YES

Classification: Revenue

Adjust Level: Decrease

Prior Contract Number (If Applicable): N/A

Amount This Amendment:

\$(1,500.00)

Funding Source(s) required: N/A

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?

NO

Department: Facilities Management

Name: Kevin Button

Telephone: 520-724-8230

Add GMI Department Signatures

No

DocuSigned by:

Tony Cisneros

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Department Director Signature: _____ Date: 10/30/2025

Deputy County Administrator Signature:  _____ Date: 10-31-2025

County Administrator Signature:  _____ Date: 12/31/2025

PIMA COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

Project: Lease Termination Roy Place -Amendment 2

Tenant: The University of Arizona

Contract No.: CTN-FM-12000000000000000560

Amendment No.: 2

ORIGINAL LEASE TERM:	12/7/2010 to 12/6/2015	ORIG. LEASE AMOUNT:	\$ 500.00
TERMINATION DATE PRIOR AMENDMENT:	12/31/2040	PRIOR AMENDMENTS:	\$ 2,500.00
TERMINATION THIS AMENDMENT	10/31/2025	AMOUNT THIS AMEND.:	<\$1,500.00>
		REVISED LEASE AMOUNT:	\$ 1,500.00

**AMENDMENT TWO
LEASE TERMINATION**

1. Background and Purpose.

- 1.1. Pima County, a political subdivision of the State of Arizona ("**County**" or "**Landlord**") Landlord owns a two story historic building located at the southeast corner of North Stone Avenue and Pennington Street with street addresses of 44 N. Stone and 10 E. Pennington Street in Tucson, Arizona (the "**Building**" or "**Premises**").
- 1.2. County previously entered into a 5-year lease agreement ("**Original Lease**"), with an effective date of December 7, 2010, leasing the Premises to the Arizona Board of Regents, a body corporate, for and on behalf of the University of Arizona ("**University**" or "**Tenant**").
- 1.3. In January 2016, the Original Lease was Amended and Restated, and County and University ("**Parties**") agreed to extend the Original Lease for an additional 25-years, allow the University to assume responsibility for all interior and exterior repair and maintenance of the Building, and provide University an option to purchase.
- 1.4. University in a memorandum dated October 14, 2025 has communicated, and County acknowledges, that its continued tenancy in Building does not align with their evolving programmatic need.

Therefore, in consideration of covenants and agreements hereafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

2. **Lease Termination.** County and University hereby agree that the Lease will be deemed for all purposes, to terminate on October 31, 2025 (the "**Termination Date**").
3. **Surrender of the Premises.** County and University will conduct a final walk-through no later than October 31, 2025. If Premises are returned in satisfactory condition in accordance with the Lease, County will provide University a letter from FM Director, or their designee, confirming the

condition and acceptance of the Premises. Parties agree that University will have no further right of possession, and County may use, modify and lease the Premises as it may see fit, after the Termination Date.

- 3.1. **Keys/Security.** On or before October 31, 2025, University will provide any relevant keys, access and security information for the Premises to County.
- 3.2. **Furniture, Fixture, and Equipment.** On the Termination Date, University agrees to transfer and convey the all furniture, fixtures and equipment remaining within the premises to the County. After the Termination Date, County may without payment of any compensation to University, sell, destroy or dispose of any personal property or equipment left or abandoned in or on the Premises after University vacates, with no liability to County.
- 3.3. **Signs.** Per the Lease, University will, at its own cost and expense, remove façade signage facing Pennington and Stone Ave and repair any damage caused by removal.
4. **Mutual Release.** Tenant will have paid all costs and satisfied all obligations under the Lease, and the Parties have agreed to the termination of said Lease such that the Lease will be of no further force and effect as of the Termination Date. The Parties agree that all of Tenant's furniture in the Premises will remain and the Building will be re-keyed and façade signage removed. Each Party hereby acknowledges that the other will have fulfilled all its obligations under the Lease as of the Termination Date and no further duties, claims or controversies exist related to the Lease. In consideration of the agreements made herein, County and Tenant fully releases and discharges the other from all rights, claims, debts, liabilities, demands, obligations, costs, expenses, damages, actions and causes of action which it may now have against the other arising out of, concerning, or in any way pertaining to the Lease, the Premises, or any other matters related thereto.
5. **Remaining Lease Terms Unchanged.** All other terms and conditions of the Lease not specifically modified by this second Amendment will remain in full force and effect.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the day, month and year written below.

LANDLORD:

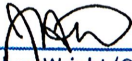
PIMA COUNTY, a political subdivision of

By: _____

Date: _____

TENANT:

Arizona Board of Regents, a body corporate

By:  _____
Joshua Wright (Oct 30, 2025 14:14:53 PDT)

Date: 10/30/2025

ATTEST:

By: _____
Melissa Manriquez, Clerk of the Board of Supervisors

Date: _____

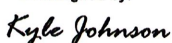
APPROVED AS TO CONTENT:

DocuSigned by:

By: _____
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Tony Cisneros, Director, Facilities Management Department

Date: 10/30/2025

APPROVED AS TO FORM:

DocuSigned by:

By: _____
4974FF3D86BB4E8...
Kyle Johnson, Deputy Pima County Attorney

Date: 10/30/2025