

COB - BOSAIR FORM

08/04/2026 2:34 PM (MST)



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 RPS CTN-RPS-23000000000000000124-1

Award Type:	Contract
BOSAIR Activity:	Board Meeting Request
Requested Board Meeting Date:	08/25/2026
Supplier / Customer / Grantor / Subrecipient:	Tucson Wildlife Center, Inc., an Arizona non-profit corporation
Project Title / Description:	Second Amendment to Lease
Purpose:	This Amendment will extend the Agreement for an additional twenty-five (25) year term occupying Pima County Regional Flood Control District ("District") property located at 13401 E. Speedway Blvd. (the "Property"). District and Tenant acknowledge and agree that the effect of the Second Amendment will also be to cancel the remaining term of the lease which existed under the term on Amendment 1. RPS File: LCP-0041
Procurement Method:	Real Property Agreements, land Titles, Appraisals, Relocation, Property Management: Exempt per Section 11.04.020
Procurement Method Additional Info:	N/A
Program Goals/Predicted Outcomes:	The goal of the Tenant is to provide shelter, recovery and liberation to injured and orphaned wild animals in the property.
Public Benefit and Impact:	The Tenant will utilize the Property consisting of 8.9 acres for the operation of a non-profit wildlife rescue center dedicate to the rescue, rehabilitation and release of injured and orphaned wild animals in Pima County.

Strategic Plan Pillar

- Infrastructure & Growth

Support of Prosperity Initiative:

- N/A

Provide information that explains how this activity supports the selected Prosperity Initiatives

N/A

Metrics Available to Measure Performance:

Conformance with the terms and conditions of the existing Lease Agreement.

Retroactive:

YES

Retroactive Description:

The Agreement is effective retroactively from August 1, 2026. It was not possible to obtain all signatures prior to the Board of Directors meeting on July 28th.

Amendment / Revised Award Information

Record Number: CT RPS CTN-RPS-23000000000000000124-1

Document Type:

CT

Department Code:

RPS

Contract Number:

CTN-RPS-230000000000000000124-1

Amendment Number:

2

Commencement Date:

08/01/2026

Termination Date:

07/31/2051

Customer Headquarters Location

Tucson, Arizona

* Headquarters information is not a consideration for awards

Is the Termination Date new?

YES

Classification:

Revenue

Adjust Level:

Increase

Prior Contract Number (If Applicable):

N/A

Amount This Amendment:

\$250.00

Funding Source(s) required:

FC-Real Property Services

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?

NO

Contract is fully or partially funded with Non-Federal Grant Funds?

NO

Department: Real Property Services

Name: Rita Leon

Telephone: 520-724-6462

Add GMI Department Signatures

No

Department Director Signature: Lupe Jimenez Delegated Signer Date: 8/7/2026 | 12:00 PM MST

Deputy County Administrator Signature:  Date: 8/8/2026 | 7:19 AM MST

County Administrator Signature:  Date: 8/8/2026 | 7:57 AM MST

PIMA COUNTY DEPARTMENT OF: REAL PROPERTY

OWNER: Pima County Regional Flood Control District

TENANT: Tucson Wildlife Center, Inc., an Arizona non-profit corporation

Contract No.: CTN-RPS-2300000000000000124-1

Lease Amendment No.: Two (2)

Orig. Lease Term: 07/01/2013 – 06/30/2023	Orig. Amount:	\$100.00
Termination Date Prior Amendment: 06/30/2033	Prior Amendments Amount:	\$ 30.00
Termination Date This Amendment: 07/31/2051	This Amendment Amount:	\$ 250.00
	Total Amount:	\$ 380.00

SECOND AMENDMENT TO LEASE

I. BACKGROUND:

1.1. Pima County Regional Flood Control District, a political taxing subdivision of the State of Arizona ("District") owns real property at 13401 East Speedway Blvd., Tucson Arizona (the "Property").

1.2. Tucson Wildlife Center, Inc. an Arizona nonprofit corporation ("Tenant") currently occupies the property at under lease agreement # CTN-RPS-23*0124-01 formally known as CTN-PW-13*378, reissued due to internal department/unit revisions, dated July 1, 2013 (hereinafter, the "Lease"). The Lease was amended on July 1, 2023 ("Amendment No. 1") to extend the term of the Lease to June 30, 2033. As stated in the immediately preceding sentence, the Lease Agreement is scheduled to terminate on June 30, 2033, but such termination date will terminate as soon as this Second Amendment is signed by the Pima County Board of Supervisors.

1.3. The District and Tenant wish to extend the term of the Lease for a twenty-five-year term (25) years.

1.4. Effective date: This Amendment will be effective on August 1, 2026.

2. MODIFICATION OF LEASE. District and Tenant hereby agree to modify the Lease as follows:

2.1. Term: The Lease shall extend for an additional twenty-five (25) year term, with the amendment term to begin on August 1, 2026, and terminating on July 31, 2051, unless otherwise terminated by the parties. The parties acknowledge and agree that the effect of this Second Amendment will be to cancel the remaining term of the Lease which existed under the term of Amendment No. 1.

2.2. Condemnation. If all or any part of the Property is taken under the power of eminent domain or sold under the threat of exercise of that power, this Lease may be terminated by either Party without further obligation on the part of either Party

2.3. Quiet Enjoyment Landlord further covenants that Tenant shall have quiet and peaceful possession of the Premises during the entire Term as against lawful acts of third parties and as against the acts of all parties claiming title to, or a right to possess, the Property.

2.4. Interpretation of Lease. The Parties acknowledge that each has had the opportunity to review this Lease with counsel of its or their choice. This Lease shall not be construed most strongly in favor nor most strongly against either of the Parties but shall be interpreted fairly and equitably to effectuate the intent of the Parties. All provisions contained in this Lease shall bind and insure to the benefit of the Parties hereto, their successors and assigns.

2.5. Americans and Disabilities Act. Tenant will comply with Title II of the Americans with Disabilities Act (Public Law 11-325, 42 U.S.C. §§ 12101-12213) and the federal regulation for Title II (28CFR Part 35).

2.6. Authority to Contract. Tenant warrants its right and power to enter into this Lease. If any court or administrative agency determines that District does not have authority to enter into this Lease, District will not be liable to Tenant or any third party by reason of such determination or by reason of this Lease.

2.7. Israel Boycott Certification. Pursuant to A.R.S. § 35-393.01, if Tenant engages in for-profit activity and has 10 or more employees, and if this Lease has a value of \$100,000.00 or more, Tenant certifies it is not currently engaged in and agrees for the duration of this Lease to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

2.8. Forced Labor of Ethnic Uyghurs. Pursuant to A.R.S. § 35-394, if Tenant engages in for-profit activity and has 10 or more employees, Tenant certifies it is not currently using, and agrees for the duration of this Lease to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Tenant becomes aware during the term of the Lease that Tenant is not in compliance with A.R.S. § 35-394, Tenant must notify the District within 5 business days and provide a written certification to District regarding compliance within 180 days

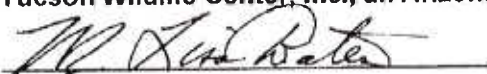
2.9. **Severability.** Each provision of this Lease stands alone, and any provision of this Lease found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Lease

3. **REMAINING LEASE TERMS UNCHANGED.** Except as modified as provided in this Amendment, all of the terms and conditions of the Lease and Amendment No. 1 shall remain in full force and effect.

The parties hereto have executed this Amendment on the day month, and year written below.

TENANT:

Tucson Wildlife Center, Inc., an Arizona non-profit corporation


Signature

LISA BATES, Executive Director
Name and Title (please print)

July 17, 2026
Date

OWNER:

**Pima County Regional Flood Control District,
a political taxing subdivision of the State of Arizona**

Jennifer Allen, Chair of the Board of Directors

Date: _____

ATTEST:

Melissa Manriquez, Clerk of the Board

Date: _____

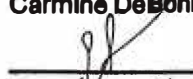
APPROVED AS TO FORM

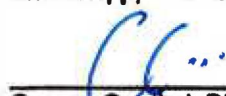

James Morrow, Deputy County Attorney

Date: July 17, 2026

APPROVED AS TO CONTENT


Carmine DeBosis, Deputy County Administrator-Public Works


Eric Shepp, Director of Pima County Regional Flood Control District


George Cardieri, Director, Real Property