



## BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award    ☒ Contract    ☐ Grant

Requested Board Meeting Date: 06/03/2025

or Procurement Director Award: ☐

*\*=Mandatory, information must be provided*

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**\*Contractor/Vendor Name/Grantor (DBA):**

Valencia Tech Park LLC

**\*Project Title/Description:**

Lease Agreement for space within 3000 E. Valencia Rd. Suite 190 -Early Termination

**\*Purpose:**

The early termination of the Lease Agreement for space within 3000 E. Valencia Rd. Suite 190.

**\*Procurement Method:**

Exempt Per Section 11.04.020.

**\*Program Goals/Predicted Outcomes:**

Due to the significant and unanticipated pauses in, and changes to, federal funding, fiscal challenges, and the current economic environment, Pima County wishes to early terminate the Lease for space within 3000 E. Valencia Rd. Suite 190.

**\*Public Benefit:**

The early termination of this Lease will ultimately lead to overall cost savings to the County and the Public, through reallocation of resources within the County.

**\*Metrics Available to Measure Performance:**

Reduction in expenses related to Lease space and more efficient use of County-owned assets.

**\*Retroactive:**

No

To: LOB 5-29-25(1)  
Vers: 2  
Pgs: 8  
ADDENDUM

MAY28'25PM0345 PD

THE APPLICABLE SECTIONS(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

**Contract / Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number: \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number.(Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount \$: \_\_\_\_\_ ☐ Revenue Amount \$: \_\_\_\_\_  
Funding Source(s) required: \_\_\_\_\_  
Funding from General Fund? ☐ Yes ☐ No If Yes \_\_\_\_\_ % \_\_\_\_\_  
Contract is fully or partly funded with Federal Funds? ☐ Yes ☐ No  
If Yes, Is the Contract to vendor or subrecipient? \_\_\_\_\_  
Were Insurance or Indemnity Clauses modified? ☐ Yes ☐ No  
If Yes attach Risk's approval \_\_\_\_\_  
Vendor is using a Social Security Number? ☐ Yes ☐ No  
If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: PO Department Code: FM Contract Number (i.e., 15-123): PO2400004442  
Amendment No.: 1 AMS Version No.: 2  
Commencement Date: 06/13/2025 New Termination Date: 06/13/2025  
Prior Contract No.(Synergen/CMS): N/A  
☒ Expense ☐ Revenue ☐ Increase ☒ Decrease Amount This Amendment: \$ -956,679.98  
Is there revenue included? ☐ Yes ☒ No If Yes \$: \_\_\_\_\_  
Funding Source(s) required: General Fund  
Funding from General Fund? ☐ Yes ☒ No If Yes \$: % %

**Grant / Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_  
☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \_\_\_\_\_

\*All Funding Source(s) required:

\*Matching Funding from General Fund? ☐ Yes ☐ No If Yes, \$ \_\_\_\_\_ % \_\_\_\_\_

\*Matching Funding from Other Sources? ☐ Yes ☐ No If Yes, \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal Funds are received, is funding coming directly from the Federal Government or passed through other organization(s)?

Contact: Kevin Button

Telephone: 520-724-8230

Department: Facilities Management

Department Director Signature: \_\_\_\_\_

Date: 6-28-2025

Deputy County Administrator Signature: \_\_\_\_\_

Date: 6-28-2025

County Administrator Signature: \_\_\_\_\_

Date: 6-28-2025

**Pima County Department of Facilities Management**

**Project: Lease Agreement for Space within 3000 E. Valencia Rd., Suite 190 -Early Termination**

**Contractor: Valencia Tech Park, LLC**

**Contract No.: PO2400004442**

**Contract Amendment No.: [01]**

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<b>Orig. Contract Term:</b>	12/1/2024 – 12/31/2029	<b>Orig. Amount:</b>	\$ 1,284,154.28
<b>Termination Date Prior Amendment:</b>	N/A	<b>Prior Amendments Amount:</b>	\$ 0.00
<b>Termination Date This Amendment:</b>	06/13/2025	<b>This Amendment Amount:</b>	\$ (956,679.98)
		<b>Revised Total Amount:</b>	\$ 327,474.30

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**LEASE TERMINATION AGREEMENT**

The Parties agree to terminate the above-referenced contract subject to the following terms and conditions contained herein with reference to the following facts and understandings:

**1. Background and Purpose.**

- 1.1** On October 29, 2024, that certain Lease Agreement No. PO2400004442 ("**Lease**") was entered into by and between PIMA COUNTY, a political subdivision of the State of Arizona ("**County**" or "**Tenant**"), and Valencia Tech Park, LLC, an Arizona limited liability company ("**Landlord**"). Each of Tenant and Landlord sometimes referred to herein individually a "**Party**" and collectively the "**Parties**."
- 1.2** Landlord owns the certain building (the "**Building**") located at 3000 E. Valencia Road, Tucson, Arizona 85706. Pursuant to the Lease, Tenant leases from Landlord a portion of the space designated Suite 190 in the Building, which contains approximately 14,902 square feet (as more particularly described in the Lease, the "**Premises**").
- 1.3** In connection with the Lease, the Parties executed and recorded that certain Memorandum of Lease dated November 19, 2024 and recorded on December 12, 2024 in the Official Records of Pima County, Arizona as Sequence No. 20243470464 (the "**MOL**").
- 1.4** The Initial Term (as defined in the Lease) is scheduled to expire on December 31, 2029. Due to the significant and unanticipated pauses in, and changes to, federal funding, fiscal challenges, and the current economic environment, Pima County wishes to terminate the Lease in accordance with the terms and conditions set forth in this Lease Termination Agreement (this "**Agreement**").

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 Landlord hereby agree that the Lease will be deemed for all purposes, subject to the satisfaction of the Termination Conditions (hereinafter defined), to terminate on the date that the later of the following to occur (i) June 13, 2025, and (ii) the satisfaction of all of the Termination Conditions (the "**Termination Date**"). In the event the Termination Conditions are not satisfied by June 30, 2025, this Agreement shall be deemed null and void, and the Lease shall continue in accordance with its terms.
3. **Lease Termination Consideration.** In consideration for County being relieved of all of its obligations under the Lease from and after Termination Date, County agrees to pay Landlord the lump sum of \$200,000.00 (the "**Termination Consideration**"), in immediately available funds, an equivalent to approximately sixteen (16) months of the remaining Initial Term.
4. **Payment of Termination Fee.** County will make Termination Consideration payment by June 13, 2025 to Landlord, c/o Larsen Baker, L.L.C., 6298 E. Grant Rd, Suite 100, Tucson, AZ 85712.
5. **Surrender of the Premises.** County and Landlord will conduct a final walk-through no later than June 13, 2025. If Premises are returned in satisfactory condition in accordance with the Lease, Landlord or their designee will provide County a letter confirming the condition and acceptance of the Premises. Parties agree that COUNTY will have no further right of possession, and acceptance of the Premises and Landlord may use, modify and lease the Premises as it may see fit, after the Termination Date.

**5.1 Key/Security.** On or before June 13, 2025, County will provide any relevant keys, access and security information for the Premises to Landlord.
6. **Termination Conditions.** The termination of the Lease and the obligations of Landlord hereunder are contingent upon the satisfaction of all the following conditions precedent (collectively, the "**Termination Conditions**"):
  - 6.1 This Agreement shall have been executed in full;
  - 6.2 Tenant shall have paid to Landlord the Termination Consideration in full;
  - 6.3 Tenant shall have surrendered the Premises to Landlord pursuant to the Section 5 hereof and provided the relevant keys, access and security information for the Premises to Landlord; and
  - 6.4 Tenant shall have provided to Landlord one (1) original wet-ink, duly executed, and acknowledged counterpart of a termination of the MOL in form and substance attached hereto as **Exhibit A** (the "**MOL Termination**"). Landlord will execute the MOL Termination and record the same in the Official Records of Pima County, Arizona on the Termination Date. County's provision of the duly executed MOL on or before June 30, 2025 shall be deemed to satisfy this Termination Condition regardless of the date of recordation of same by Landlord.
7. **Mutual Release.** Upon County satisfying all of the Termination Conditions, Landlord releases, discharges and waives any claims, known or unknown, against County, its successors, assigns, officers or directors, arising out of, or in any way connected with, the Lease and County releases, discharges and waives any claims, known or unknown, against Landlord, its

successors, assigns, officers or directors, arising out of, or in any way connected with the Lease.

8. **Priority.** In the event of any conflict between the provisions of this Agreement and the provisions of the Lease, the provisions of this Agreement shall prevail.
9. **Brokers.** Except for Larsen Baker, L.L.C. (Isaac Figueroa and Elaina Carbo), representing Landlord exclusively, neither Tenant or Landlord has been represented by a real estate broker or other agent in regard to the transactions contemplated by this Agreement, and no brokerage commission, finder's fees or other compensation is due any agent of the Parties in connection with the transactions contemplated by this Agreement. Tenant will hold Landlord harmless and indemnify Landlord against any claim, loss or damage, including reasonable attorney's fees, in regard to fees or commissions due any broker or agent under contract with or working through Tenant. Landlord will hold Tenant harmless and indemnify Tenant against any claim, loss or damage, including reasonable attorney's fees, in regard to fees or commissions due any broker or agent under contract with or working through Landlord.
10. **Counterparts.** This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The Parties hereby acknowledge and agree that electronic signatures (including DocuSign), facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. Landlord and Tenant (i) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day, month and year written below.

**TENANT:**

**PIMA COUNTY, ARIZONA**

By: \_\_\_\_\_  
Rex Scott  
Chair, Board of Supervisors


\_\_\_\_\_  
Date

**ATTEST**

By: \_\_\_\_\_  
Melissa Manriquez  
Clerk of the Board

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**


  
Tony Cisneros, Director  
Facilities Management

5-28-2025  
Date

  
Gabriella Cazares-Kelly  
Pima County Recorder

5/28/2025  
Date

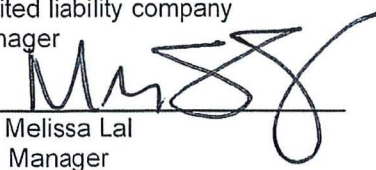
**APPROVED AS TO FORM**

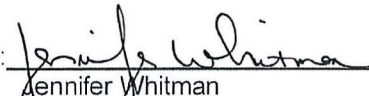
  
Kyle Johnson  
Deputy County Attorney

5/27/2025  
Date

**LANDLORD:**

**VALENCIA TECH PARK, LLC**, an Arizona  
limited liability company

By: VTP Manager, LLC, an Arizona  
limited liability company  
Its: Manager  
By:   
Melissa Lal  
Its: Manager

By:   
Jennifer Whitman  
Its: Manager

May 28, 2025  
Date

EXHIBIT A  
TERMINATION OF MEMORANDUM OF LEASE  
[See Attached]



This instrument was prepared by  
and after recording should  
be returned to:

c/o Larsen Baker, L.L.C.  
6298 E. Grant Road, STE 100  
Tucson, Arizona 85712

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**TERMINATION OF MEMORANDUM OF LEASE**

This Termination of Memorandum of Lease (the "Termination") is to be effective as of the \_\_\_\_\_ day of June, 2025 (the "Effective Date"), and is by and between VALENCIA TECH PARK, LLC, an Arizona limited liability company ("Landlord") and PIMA COUNTY, a political subdivision of the State of Arizona ("Tenant"). Each of Tenant and Landlord sometimes referred to herein individually a "Party" and collectively the "Parties".

**RECITALS:**

A. Landlord and Tenant are parties to the Lease Agreement No. PO2400004442 ("Lease") was entered into by and between Landlord and Tenant, which is referenced in that certain Memorandum of Lease dated November 19, 2024 and recorded on December 12, 2024 in the Official Records of Pima County, Arizona as Sequence No. 20243470464 (the "Memorandum").

B. The Lease has been terminated, and Landlord and Tenant accordingly desire to have the Memorandum terminated and released of record.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Parties hereby agree as follows:

1. Landlord and Tenant hereby terminate and release the Memorandum.
2. This Termination may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

[Signature Pages Follow]




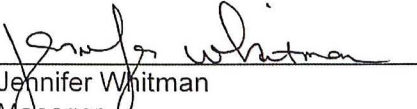


**LANDLORD:**

**VALENCIA TECH PARK, LLC**, an Arizona limited liability company

By: VTP Manager, LLC, an Arizona limited liability company  
Its: Manager

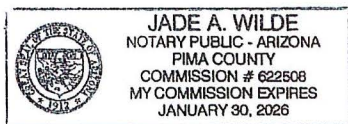
By:   
Melissa Lal  
Its: Manager

By:   
Jennifer Whitman  
Its: Manager

STATE OF ARIZONA       )  
                                      )ss  
COUNTY OF PIMA       )

On this 27<sup>th</sup> day of May, 2025, before me personally appeared Melissa Lal, whom I know personally, and acknowledged that she executed the same as a Manager of VTP Manager, LLC, an Arizona limited liability company, the Manager of Valencia Tech Park, LLC, an Arizona limited liability company, as the free act and deed of said company.

[Seal]

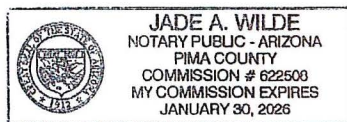


  
Notary Public  
My Commission Expires: 01-30-2026

STATE OF ARIZONA       )  
                                      )ss  
COUNTY OF PIMA       )

On this 28<sup>th</sup> day of May, 2025, before me personally appeared Jennifer Whitman, whom I know personally, and acknowledged that she executed the same as a Manager of VTP Manager, LLC, an Arizona limited liability company, the Manager of Valencia Tech Park, LLC, an Arizona limited liability company, as the free act and deed of said company.

[Seal]



  
Notary Public  
My Commission Expires: 01-30-2026