



Welcome to the Board of Supervisors Agenda Item Report (BOSAIR) Form.

This form is used to submit items for Board of Supervisors consideration, including contracts, awards, grants, amendments, and other official actions.

**\*All fields are required. Enter N/A if not applicable. For numbers enter 0 if not applicable\***

Record Number: PO FM PO2500036062

**Award Type:** Contract

**Requested Board Meeting Date:** 12/16/2025

**Signature Only:**

NO

**Supplier / Customer / Grantor / Subrecipient:** LJL Properties, LLC

**Project Title / Description:** Lease for space within Central Pet located at 2420 N. Jackrabbit Avenue, Tucson, AZ

**Purpose:** Create a Lease for space within Central Pet for PACC to use as additional housing and care for animals in its charge.

**Procurement Method:** Exempt Per Section 11.04.020.

**Insert additional Procurement Method info:** N/A

**Program Goals/Predicted Outcomes:** PACC will be able to expand its facilities to accommodate additional space for animal welfare needs, with a particular focus on hoarding cases. Lease will be executed by Pima County, PACC has garnered sufficient funding for this project from private donors. Friends of PACC ("FOP") will collaborate and assist PACC with securing and distributing the funding associated with this project to cover all lease payments, and other associated costs and expenses. At the end of the Lease term, it is Landlord's intent to create a legacy by ensuring that this property continues to serve the needs of shelter animals long into the future. After consultation with Landlord's advisors, during the first 12 months of the lease term, Landlord will determine whether it is in the best interest of Parties to donate the building to County, or to place the property into a 501(c) nonprofit organization dedicated to helping animals through focusing on hoarding cases, overcrowding of shelters and training and preparing dogs for adoption. Landlord wants the Building, and the efforts of those associated with it, to change for the better, the lives of those animals most in need.

**Public Benefit and Impact:** Healthier pet population. Reduction in animal hoarding incidents in Pima County; reduction of animal disease and abuse. Additional space to prevent overcrowding and disease in animal populations.

**Budget Pillar:** N/A TO: COB, 11/24/25(1)

VERSION: 0

NOV18'25AM0901PO

**Support of Prosperity Initiative:** N/A

**Provide information that explains how this activity supports the selected Prosperity Initiative:** N/A

**Metrics to Measure performance:** Reduction in animal hoarding incidents in Pima County; reduction of animal disease and abuse. Improved sheltering and care

**Retroactive:**

NO

### Contract / Award Information

Record Number: PO FM PO2500036062

**Document Type:** PO

**Department Code:** FM

**Contract Number:** PO2500036062

**Amendment Number 1:** N/A

**Commencement Date:** 01/1/2026

**Termination Date:** 12/31/2026

**Total Expense Amount:**

\$117,600.00

**Total Revenue Amount:**

\$0

**Funding Source Name(s) Required:** PAC Donations and Bequests

**Funding from General Fund?**

NO

**Contract is fully or partially funded with Federal Funds?**

NO

**Were Insurance or Indemnity clauses modified?**

NO

**Vendor is using a Social Security Number?**

NO

**Department:** Facilities Management

**Name:** Kevin Button

**Telephone:** 520-724-8230

Department Director Signature: Tony Cisneros Date: \_\_\_\_\_

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Date: 2011.11.17 09:00  
DocuSign, Envelope ID: 50A8A8A8-8A8A-8A8A-8A8A-8A8A8A8A8A8A

Deputy County Administrator Signature:  Date: 11-17-2015

County Administrator Signature:  Date: 11/17/2015

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Pima County Department of Facilities Management

Project: Lease for space within Central Pet located at 2420 N. Jackrabbit Avenue, Tucson, AZ

Contractor: LJI Properties, LLC

Amount: \$117,600.00

Contract No.: PO-FM- PO2500036062

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#### LEASE AGREEMENT

This Lease Agreement ("**Lease**") is entered into by and between PIMA COUNTY, a political subdivision of the State of Arizona ("**County**" or "**Tenant**"), and LJI Properties, LLC, an Arizona Limited Liability Company ("**Landlord**" or "**LJI**"). Each individually a "Party" and collectively the "Parties."

- 1.1. **Background and Purpose.** Landlord owns a building located at 2420 North Jackrabbit Avenue, Tucson, Arizona 85745 (the "**Building**"). The Building has, associated with it, certain interior and exterior areas for the common use of all occupants of the Building, including (but not limited to) streets, sidewalks, canopies, driveways, loading areas, entryways, lobbies, stairways, hallways, washrooms, shelters, ramps, security fencing, landscaped areas and related common areas (the "**Common Areas**"). Building is situated on Tax Parcel #107-03-1890, The Building and Parcel are shown on **Exhibit A**.
- 1.2. Pima County Animal Care Center ("**PACC**") desires to expand its facilities to be able to accommodate additional space for animal welfare needs, with a particular focus on hoarding cases. Lease will be executed by Pima County, PACC has garnered sufficient funding for this project from private donors. Friends of PACC ("**FOP**") will collaborate and assist PACC with securing and distributing the funding associated with this project to cover all lease payments, and other associated costs and expenses.
- 1.3. At the end of the Lease term, it is Landlord's intent to create a legacy by ensuring that this property continues to serve the needs of shelter animals long into the future. After consultation with Landlord's advisors, during the first 12 months of the lease term, Landlord will determine whether it is in the best interest of Parties to donate the building to County, or to place the property into a 501(c) nonprofit organization dedicated to helping animals through focusing on hoarding cases, overcrowding of shelters and training and preparing dogs for adoption. Landlord wants the Building, and the efforts of those associated with it, to change for the better, the lives of those animals most in need.

2. **Lease/Premises.**

2.1. **Lease.** In consideration of rent monies and all terms, conditions, and agreements contained herein, Landlord hereby lets to Tenant and Tenant hereby leases from Landlord, the space within the Building located at 2420 North Jackrabbit Avenue, Tucson, Arizona 85745 and identified on the attached **Exhibit B**, consisting of approximately 6240 rentable square feet (the "**Premises**"). In addition, Tenant will have the right to use the Common Areas on a non-exclusive basis together with other occupants of the Building. Tenant's employees will have the right to utilize the parking lot, shown in **Exhibit C** on a non-exclusive and non-reserved basis, in common with other Building occupants.

3. **Term.** The initial term of this Lease will be for a period of one year (the "**Initial Term**") beginning on January 1, 2026 (the "**Commencement Date**") and ending on December 31, 2026 (the "**Termination Date**").

4. **Option to Extend.** If Tenant is not in default under the Lease, Tenant may extend the Initial Term of the Lease for up to 3 additional 1-year periods, or any portion thereof (each, an "**Extension Term**"), by providing written notice to the Landlord of Tenant's desire to exercise its option to extend, not less than 90 days prior to end of the Initial Term or the prior Extension Term, as applicable. "Term" means the Initial Term and any Extension Term(s) exercised by Tenant.

4.1. If Tenant properly exercises an option to extend the Term, Tenant will prepare an amendment (the "**Amendment**") to reflect any mutually agreed upon changes in the Base Rent, Term, Expiration Date and other appropriate terms and conditions, and Landlord will execute and return the Amendment to Tenant within fifteen (15) days after Landlord's receipt of Amendment. If no changes are mutually agreed upon, the terms and conditions of the Lease, except for the ending date of the Term, will remain the same during all Extension Terms.

4.2. Tenant hereby agrees to accept the Premises in its "as is" condition during the Initial Term and any Extension Term. Landlord has no obligation to make any improvements, alterations or modifications to the Premises, nor will Landlord provide Tenant with any improvement allowances or other allowances or payments.

5. **Rent.** Tenant will pay to Landlord Base Rent as set forth below.

5.1. **Base Rent.** Beginning on the Commencement Date and each month thereafter during the Initial Term and any Extension Term(s), Tenant will pay to Landlord an annual base rent in equal monthly installments as follows ("**Base Rent**"):

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Lease Year	Annual Base Rent	Monthly Payment
Year 1	\$117,600.00	\$9,800.00
Ext. Year 2	\$119,952.00	\$9,996.00
Ext. Year 3	\$122,351.04	\$10,195.92
Ext. Year 4	\$124,798.08	\$10,399.84

6. **Escalation.** After the Initial Term, Base Rent will increase annually by 2% as shown above.
7. **Payment of Rent.** Tenant will pay Rent in advance, in equal monthly installments as provided above, on or before the Commencement Date and the first day of each month thereafter during the Term, except that the first and last payments will be prorated if the Commencement Date is not the first of the month. Rent must be delivered to Pima County Government, Finance-Revenue Management Division, 33 N. Stone, 6<sup>th</sup> floor, Mail Stop DT-BAB6-404, Tucson, Arizona 85701. Tenant will pay 6% per annum simple interest on any late Rent payments or any other sum due under this Lease that is not paid when due, from the date due until paid.
8. **Early Termination.** Tenant may early terminate this Lease within the Initial Term by providing Landlord 30-day written notice of its intent to terminate. However, if Tenant terminates the Lease within the Initial Term, Tenant will pay to Landlord an early termination fee equal to the Annual Base Rent amount of \$117,600.00 less any prorated Rent which Tenant has already paid to Landlord (the "Early Termination Fee"). If the Termination date is not the first or last day of the month, that month's portion of the Early Termination Fee will be prorated.
9. **Move-in.** Tenant may have access to the Premises prior to Commencement Date to facilitate technology transfer (phone and computer systems). Tenant will be responsible for moving its personal property (including furnishings, fixtures, cameras, phones, computers and office or medical equipment) into the Premises, installing any fixtures as necessary, and bearing all expenses associated with move-in. Tenant will coordinate its movein with other Building occupants to minimize any disruption as much as reasonably possible.
10. **Tenant Improvements.** Should Tenant wish to make Tenant improvements or alterations to the Premises, Tenant may, at Tenant's expense, improve the Premises as explained below. These Tenant improvements will be referred to as ("Improvements" or "TIs").

- 10.1. **Plans.** Tenant will, at Tenant's expense, develop plans and specifications necessary for permitting and constructing the Improvements (the "**Plans**"), and will award a contract for construction of the Improvements. The Plans will be reviewed and approved by Landlord. Any changes to the Plans during construction will be submitted to Landlord for its review and approval, which will not be unreasonably withheld.
- 10.2. **Construction.** Tenant will construct, or cause to be constructed, the Improvements in a good and workmanlike manner, according to the Plans.
11. **Permitted Use.** Animal Sheltering and Care.
12. **Prohibited Uses.** Tenant will not use or knowingly permit any portion of the Premises to be used in any way that would constitute a violation of any law, ordinance (including zoning), or governmental regulation or order, or that would constitute a nuisance or waste or would interfere with other users of the Building or neighboring properties.
9. **Licensure/Permits.** Tenant will apply for and obtain any license, registration or permit which will be required during the Term of this Agreement by the State of Arizona or any other governmental or regulatory authority and will maintain such license, registration or permit in good standing throughout the Term of this Agreement. Tenant will immediately notify Landlord in writing if the license, registration or permit is denied or terminated. In the event of such denial or termination Landlord may, in its sole discretion, terminate this Agreement with no further obligation to Tenant.
10. **Common Areas.** The Common Areas will at all times be subject to the control and management of Landlord and Landlord will have the right from time to time to change the area, level, location, appearance and furnishing or landscaping of the Common Areas provided that such activity does not materially interfere with Tenant's operations. Landlord will have the right at any time to temporarily close any portion of the Common Areas for the purpose of making repairs, changes or additions thereto and Landlord may enter into agreements with adjacent owners for cross-easements for parking, ingress or egress.
11. **Use of Building by Others.** Landlord will have the right to make any legal use of the Building or portions thereof, provided that such use does not materially interfere with any other Tenant's operations.

12. **Furniture, Fixtures and Equipment.** Landlord may have certain furnishings, fixtures and equipment (“FF&E”) installed which will remain in place. Tenant may use any and all Landlord owned FF&E present within the Premises as of the Commencement Date. After providing Landlord “first right of refusal” on any FF&E belonging to Landlord or bearing Landlord inventory tags, Tenant may remove or discard any Landlord-owned FF&E, at its own expense. Any FF&E paid for and installed in the Premises by Tenant will remain the property of the Tenant and may be removed at any time during the Term provided Tenant restores the Premises to its condition prior to the installation. Upon expiration or early termination of the Lease, with Landlord’s advance approval, Tenant may leave said items in place and they will become the property of the Landlord. Tenant will maintain all FF&E provided by Landlord and installed by Tenant.
  
13. **Landlord Responsibilities.** Subject to Section 34 concerning damage resulting from a casualty, Landlord, at its sole cost and expense, without any reimbursement from Tenant, will be responsible for the maintenance, repair, or replacement of the following:
  - 13.1. **Structure.** All structural components of the Building, including but not limited to, roof structure and roof membrane, all exterior walls, exterior windows and window glass, foundation and concrete slab.
    - 13.1.1. All Common Areas.
    - 13.1.2. All exterior plumbing and electrical systems serving the Building and Premises.
    - 13.1.3. Exterior paint and graffiti abatement.
  - 13.2. **Heating, Ventilation, and Cooling (HVAC).** Major HVAC repairs. For the purposes of this Lease a “major HVAC repair” is defined as any single service call which exceeds the threshold of \$3,500.00 per unit. Any repair exceeding this threshold will be paid for entirely by Landlord.
  - 13.3. **Parking Lot.** All parking lot repair, striping, and maintenance.
  - 13.4. **Exterior Signage.** Landlord will repair and maintain any exterior signage, except for any County installed exterior signs.
  - 13.5. **Pest Control.** All pest and termite control.
  - 13.6. **Fire Safety Systems.** Exterior fire safety supply systems serving the Premises, i.e. main water line connection valves and shutoffs.



- 13.7. **Notification to Landlord.** In the event of a breakdown or needed repairs to the Premises for which Landlord is responsible, Tenant will notify Landlord or its agent of such breakdowns or needed repairs by email [juliegrounds@gmail.com](mailto:juliegrounds@gmail.com) and phone call for emergency 520-975-8462 and Landlord will, in a timely manner, cause repairs and/or replacements to be made.
- 13.8. **Utilities.** Landlord will pay for all utilities, including electricity, water, sewer, and trash.
- 13.9. **Taxes.** Landlord will be responsible for all taxes or assessments, if any, that Landlord is required to pay related to this Lease, or the Premises, including any transaction or commercial lease tax, and Landlord will pay when due all property taxes on its real and personal property.
- 13.10. **HOA Dues and Fees.** Landlord will pay any and all HOA dues and fees related to the Premises.
14. **Tenant Responsibilities.** Tenant, at its sole cost and expense, without any reimbursement from Landlord, will be responsible for the maintenance, repair, or replacement of the following:
- 14.1. **Non-Structural.** Tenant will maintain, repair, and replace, the following interior components of the Premises, including but not limited to, doors, roll-up doors, windows, plumbing, lighting, walls, floors, kennel enclosures, and mechanical systems.
- 14.2. **Heating, Ventilation, and Cooling (HVAC).** Major HVAC repairs. For the purposes of this Lease a "major HVAC repair" is defined as any single service call which exceeds the threshold of \$3,500.00 per unit. Any repair below this threshold will be paid for entirely by Tenant.
- 14.2.1. Tenant will, at least monthly, clean or replace filters for HVAC systems.
- 14.2.2. When practicable, during the summer months (June-September), keep temperature settings on HVAC units no lower than 75 degrees, and during the winter months (December-February) no higher than 70 degrees. Over the Term, should above temperature ranges become a concern for the health, safety, or comfort of building occupants, Parties agree to work cooperatively to establish new temperature perimeters.
- 14.3. **Janitorial.** Tenant is responsible for contracting for and paying janitorial services for the Premises.

14.4. **Fire safety.** Tenant will maintain and repair fire alarm systems, detectors, fire exit signage, emergency lighting, annual fire system maintenance and inspections, fire extinguishers and other fire suppression apparatus, including all certifications, inspections and maintenance.

14.5. **Security.** Tenant will have access to all building security cameras 24/7 serving the Premises for transparency and animal safety. Parties agree to share any and all necessary access codes and associated information regarding the existing systems/equipment or any newly installed systems/equipment. Each Party will be responsible for repair, maintenance, and if necessary replacement of the security systems/equipment they own and maintain. With Landlord's written permission, Tenant may, at its sole cost and expense, replace or upgrade the existing security systems and equipment to ensure compatibility with County systems. Tenant is responsible for providing and paying for any security personnel that are assigned exclusively to the Premises. Tenant will repair and maintain any security cameras or systems it installs.

14.5.1. During the Term, all security systems and equipment will remain the property of the purchasing Party.

14.6. Notwithstanding the foregoing, to the extent that any obligation governed by this Section is necessitated by Landlord's negligent or willful acts, Landlord will be responsible for reimbursing County for the repair, maintenance, or replacement.

15. **Tenant Damage.** Tenant will promptly repair any damage done to the Premises by any employee, agent, contractor or invitee of Tenant.

15.1. **Equipment.** Tenant will maintain, repair and replace all fixtures and equipment provided and installed by Tenant, including but not limited to security cameras, office equipment, kitchen appliances, conference room appliances and other equipment, which may include vending services equipment.

16. **Access / Keys.**

16.1. **Hours of Access.** Tenant will have access to the Premises twenty-four (24) hours a day, seven (7) days per week, three hundred sixty-five (365) days per year. County may install and utilize its own access technology to secure the Premises.

16.2. **Keys.** Keys/Key Cards for the Property will be provided by Landlord to designated Tenant staff. Tenant will pay to Landlord a charge of \$30.00 for any key that is lost, stolen or damaged and must be replaced by Landlord.

**16.3. Tenant Access to the Premises.** Tenant will permit Landlord and Landlord's authorized representatives to enter the Premises, with reasonable prior notice for purposes of inspection, making any repairs and performing any work therein as may be necessary for Landlord to comply with its obligations under this Lease Agreement. Due to the nature of the facility and for personal safety, Tenant may require Landlord, Landlord's visitors, guests, invitees or subcontractors to be escorted within the Premises. Landlord, in the performance of any such work, will cause as little inconvenience, annoyance, disturbance, or damage to Tenant as is reasonably possible under the circumstances, but without being required to incur additional expenses. If necessary, during emergencies, Landlord may access the Premises at any time should Landlord be required to respond to any emergency situation at the Premises. If necessary, Tenant will provide access and/or keys to first responders.

**17. Insurance.** During the Term of this Lease, County will at its sole expense maintain in full force and effect the following:

**17.1. Commercial General Liability (CGL).** Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

**17.2. Workers' Compensation (WC) and Employers' Liability.** Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

**17.3.** The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

**17.3.1. Additional Insured:** The General Liability shall be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Landlord.

**17.3.2. Subrogation:** The General Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Landlord.

17.3.3. **Primary Insurance:** With respect to any liability, injury, or damage arising from the operations, use, or occupancy of the Premises by Tenant, Tenant's insurance coverage shall be primary and non-contributory with respect to any insurance carried by Landlord.

17.3.4. Landlord's property insurance shall remain primary for coverage relating solely to the building structure and Landlord's owned property.

17.3.5. Parties acknowledge that Pima County is self-insured and that a combination of self-insurance and excess insurance is acceptable to meet the insurance requirements in this section of the agreement. Tenant shall provide Landlord with evidence of insurance or self-insurance coverage meeting the requirements of the Lease prior to occupancy and upon each renewal of this Lease.

17.4. Landlord shall maintain Property Insurance for the full replacement cost value of the building and its business personal property. The Property policy shall include a waiver of subrogation endorsement (or equivalent) in favor of Tenant and its respective agents, employees, partners, directors and officers. Tenant shall not be liable to Landlord (and Landlord hereby waives all right of recovery by way of subrogation against Tenant) from any and all claims for loss or damage covered by the insurance required hereinabove, irrespective of whether such loss or damage results from Tenant's negligence or that of any of its agents, servants or employees.

18. **Liens.** Tenant will timely pay all contractors, subcontractors, mechanics, laborers, or materialmen providing materials or services and will not permit any lien to attach to the Premises or any interest therein, or will bond or insure over the lien, or discharge the lien, and will indemnify and defend Landlord against all legal costs and charges resulting from any such lien.

18.1. **Removal of Alterations.** Non-structural Improvements made by Tenant will not be subject to any removal or restoration obligations at the end of the Term or earlier termination of this Lease.

18.2. **Telecommunications.** Tenant, at its sole cost, will install its own telecommunication systems and equipment including telephone, data and internet, and will be responsible for maintaining the systems and equipment and will directly pay for all such services and equipment. Tenant will obtain internet/data network connectivity from an Internet Service Provider ("ISP") and will maintain the same at its own expense. Tenant is responsible for all telecommunications, information technology, networks, systems, equipment and

infrastructure that is under its control, and for securing the same from intrusion or damage.

19. **Sublease and Assignment.** Tenant may not assign its rights and obligations under this Lease or sublease any portion of the Premises without Landlord's prior written consent, which may be withheld by Landlord in Landlord's sole and unfettered discretion. Such an assignment or sublease, if permitted, does not constitute a release of any obligations of the Tenant due under this Lease. The Landlord agrees that should it desire to sell the Building, it will do so only subject to the terms and conditions of this Lease and further agrees to give at least one hundred and eighty (180) day Notice to Tenant, of any such intent.
20. **Personal Property.** All personal property placed or removed in the Premises will be at the risk of the party placing such property on the Premises or moving such property in the Premises.
21. **Damage to Property.** The Tenant covenants that it will permit no waste or damage to the leased property; that it will keep all improvements placed upon the Premises in reasonably good order and reasonably good state of repair. Tenant shall be responsible for any damage to the Premises, fixtures, or systems caused by the negligence, misuse, or willful acts of Tenant's employees, agents, contractors, or invitees, ordinary wear and tear excepted.
22. **Change in Ownership.** If ownership of the Premises or the name or address of the Party entitled to Rent changes, Tenant may, until receipt of written notice of such change, continue to pay Rent to the Party to whom and in the manner in which the last preceding installment of Rent was paid. Tenant will not be subject to double liability for any Rent so paid. Any transfer of title to the Premises will be subject to this Lease.
23. **Surrender / Holding Over.** On termination of Tenant's occupancy, Tenant shall surrender the Premises in the condition in which Tenant is required to maintain them under this Lease. Tenant will repair any damage done by the removal of personal property and be responsible for all associated costs. If Tenant for any reason and with written consent of Landlord remains in possession after the expiration of this Lease, or after the date specified in any notice of termination given by either party, such possession shall be as a month-to-month Tenant, subject to all conditions of this Lease except the term hereof, and the rent for the first 6 months will be 103% of the rent being paid by Tenant's prior to the expiration or termination, and for the next 6 months will be 104% of that amount.

24. **Termination.** Except as stipulated in Section 8 related to early termination during the Initial Term, this Lease may be terminated by Tenant at any time during the Term, for any reason or no reason at all with 90-days advance written notice to the other Party.
25. **Parking.** Tenant's employees and visitors may park in any unassigned spaces in the Building parking lot as shown in Exhibit C. Landlord will not reserve or assign Tenant parking spaces and makes no guarantee of parking availability. All unassigned spaces are available on a first come, first served basis, with the exception of the 8 parking places directly in front of the store front (south side of the building at the main entrance).
26. **Signs.** Tenant may, upon obtaining any necessary permits from governmental authorities and with the advance written approval of Landlord, erect, maintain, and repair at Tenant's own expense, signs of such dimensions and materials as it may desire. Tenant is responsible for all costs associated with the design, manufacture, installation, permitting, and connecting of any utilities necessary for any signage on the interior or exterior of the Building or in the Premises. Landlord's consent shall not be unreasonably withheld.
27. **Indemnification.** To the fullest extent permitted by law, Landlord will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Landlord or any of Landlord's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Landlord to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Landlord from and against any and all Claims. Landlord is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Agreement.
28. **Default.**
- 28.1. **Tenant Default.** The occurrence of any one or more of the following events will constitute a default and breach of this Lease by Tenant for which Landlord may terminate this Lease:

28.1.1. *Operations of the Premises.* The vacating or abandonment of the Premises,

or cessation of activities thereon, or any portion thereof, by Tenant, where such abandonment shall continue for a period of 15 calendar days after notice of such default is sent by Landlord to Tenant.

28.1.2. *Monetary Obligations.* The failure by Tenant to make any payment required to be made by Tenant under this Lease, as and when due, where such failure continues for a period of 21 calendar days after notice from Landlord that the payment is due.

28.1.3. *Violation of Law.* Violation of any law by Tenant, or the conduct of any unlawful activities on the Premises that are permitted by Tenant, either tacitly or explicitly, or which Tenant has not taken reasonable means to prevent after Tenant becomes aware or, in the exercise of reasonable diligence, should have become aware that such activities are being conducted.

28.1.4. *Health and Safety Violation.* Any action or omission by Tenant that, in the Landlord's reasonable judgment, causes a threat to the health or safety of the general public or the users of the Building, which continues for a period of 3 days after written notice from Landlord. Tenant's failure to obtain and maintain any required license and/or registration for its operations at the Premises is considered a violation under this paragraph.

28.1.5. *Other Covenants.* The failure by Tenant to observe or perform any other of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, where such failure continues for a period of 30 days after written notice from Landlord to Tenant; provided, however, that if the nature of Tenant 's default is such that more than 30 days are reasonably required for its cure, then Tenant will not be deemed to be in default if Tenant commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion provided such cure is completed within one hundred and twenty (120) days of the notice by Landlord.

28.2. **Landlord Default.** Landlord will be deemed to be in default under this Lease if Landlord fails to perform any covenant or condition of this Lease to be performed by Landlord and such failure continues for 30 days after written notice and demand from Tenant (unless the failure is of such a character as to require more than 30 days to cure, in which event Landlord will be in default only if it fails to initiate the cure within thirty days and thereafter diligently pursue the same to

completion), provided such cure is completed within one hundred and twenty (120) days of the notice by Tenant.

28.3. **Remedies.** Either Party may pursue any remedies provided by law and in equity for the breach of this Lease, including termination of the Lease.

29. **Notices.** All notices to be given under this lease will be in writing and will be either served personally or sent by certified or registered mail, return receipt requested, electronic transmission or fax, to the Parties as indicated below or to such other persons, or addressees as either Party may designate in writing to the other Party:

Tenant :        Facilities Management  
                  150 W. Congress St., 3rd Floor,  
                  Tucson Arizona 85701  
  
                  Attention: Kevin Button  
                  Email: [FM\\_Leasing\\_Services@pima.gov](mailto:FM_Leasing_Services@pima.gov)

LANDLORD:     Julie Grounds  
  
                  7521 N Calle Sin Desengano  
                  Tucson, Arizona 85718  
                  Email: [juliegrounds@gmail.com](mailto:juliegrounds@gmail.com)

*With a copy to:* Johnny Helenbolt  
  
                  3430 East Sunrise Drive Suite 200  
                  Tucson, Arizona 85718

30. **Receipt of Notice.** Any notice given as indicated in section 30 will be deemed to have been given on the date of receipt, or if delivery is refused, on the date of such refusal.

31. **Non-Disturbance.** Landlord represents and warrants that there is currently no monetary encumbrance or lien on the Premises. Tenant will subordinate its interest in this Lease to any future encumbrance if Tenant receives a commercially reasonable non-disturbance and attornment agreement from the holder of such encumbrance.



Tenant will have 30 days following receipt of a written request from Landlord to execute such agreement so long as the agreement states (a) the lease is unmodified and in full force and effect; (b) the dates to which rent has been paid; (c) whether or not, to Tenant's best knowledge, Landlord or Tenant is in default in the performance of any obligation hereunder and, if so specifying in reasonable detail the nature of such default; (d) that Tenant has accepted the Premises, and (e) that the holder of the encumbrance agrees to be bound by the terms of this Lease.

32. **Environmental.** Tenant will comply with all present and future laws and regulations regulating the environment, hazardous or toxic waste, ambient air, groundwater, surface water, and land use.
- 32.1. **Medical Waste & Material Disposal.** At its own expense, Tenant will properly dispose of any medical supplies and medical waste-including but not limited to syringes, vials, prescriptions and any materials containing blood or other biological material used or generated on the Premises. Tenant's disposal may include using appropriate medical waste containers and/or contracting with a third-party medical waste disposal company. Tenant will never dispose of any medical supplies or medical waste outside of the Premises in the Building's Common Areas. Tenant will indemnify and defend Landlord from and against any liability incurred by Landlord as a result of any unlawful or inappropriate disposal of medical supplies or medical waste by Tenant.
- 32.2. **Hazardous Material.** For the purposes of this section, "Hazardous Material" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the State of Arizona, or the United States Government and includes, without limitation, any material or substance that is (i) defined as a "hazardous waste" under NRS 459.400 et seq., (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1321), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 6903), (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (42 U.S.C. 9601) or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. 6991 et seq.
- 32.3. **Hazardous Materials Prohibited; Clean Air Act.** Tenant may not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Facility by Tenant or Tenant's agents, employees, contractors, or invitees without the prior written consent of Landlord, other than such Hazardous Materials that are

necessary or useful to Tenant's business and will be used, kept, and stored in a manner that complies with all laws regulating those Hazardous Materials. Tenant will comply with applicable provisions of the Clean Air Act, 42 U.S.C. 7401 *et seq.* and Arizona Revised Statutes, Title 49, Chapter 3.

33. **Destruction of Premises.** If at any time during the Term of the Lease, the Premises becomes partially or totally destroyed by reason of any damage by fire, flood, hurricane, windstorm or other casualty or act of God and the Landlord cannot or does not fully repair the Premises within 90 days through no fault of Tenant then, Tenant will be relieved of any further obligation, duty or liability under this Lease. If the Premises can be and are repaired fully in 90 days, then the Lease will continue in full force and effect while the repairs are being made, and rent will be abated by the percentage of the total space that is unavailable or not reasonably useful to Tenant.
34. **Condemnation.**
- 34.1. **Complete Taking.** If the whole of the Premises is taken or condemned for any public or quasi-public use or purpose, by right of eminent domain or by purchase in lieu thereof, or if a substantial portion of the Premises is taken or condemned so that the portion or portions remaining is or are insufficient or unsuitable, in the reasonable judgment of Tenant, for the continued operation of the business contemplated by this Lease, so as to effectively render the Premises untenable, then this Lease will cease and terminate as of the date on which Tenant is required to vacate the Premises as a result of the condemning authority taking possession and all Rent will be paid by Tenant to Landlord up to that date or refunded by Landlord to Tenant if Rent has previously been paid by Tenant beyond that date.
- 34.2. **Partial Taking.** If a portion of the Premises is taken, and the portion or portions remaining can, in the reasonable judgment of Tenant, be adapted and used for the conduct of Tenant's business operation, then Landlord will promptly restore the remaining portion or portions thereof to a condition comparable to their condition at the time of such taking or condemnation, less the portion or portions lost by the taking, and this Lease will continue in full force and effect except that the Rent payable hereunder will, if necessary, be equitably adjusted to take into account the portion or portions of the Premises lost by the taking.
35. **Quiet Enjoyment.** Landlord warrants that Landlord is seized of the Premises and has the full right to make this Lease. Landlord further covenants that Tenant will 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 Premises.

36. **Expenses Advanced by Tenant.** If Landlord fails within 30 days (or such lesser time as is appropriate if there is a threat to health or safety) after requested by Tenant to make necessary repairs to the Premises or perform another act required of Landlord under this Lease, Tenant may cause such repairs to be made or such acts to be performed at the expense of Landlord. Tenant may apply such claims against any subsequent installment of Rent.
37. **Interpretation of Lease.** The Parties acknowledge that each has had the opportunity to review this Lease with counsel of their choice. This Lease will not be construed more strongly in favor or against either of the Parties but will be interpreted fairly and equitably to effectuate the intent of the Parties. All provisions contained in this Lease will bind and inure to the benefit of the Parties and their successors and assigns.
38. **Entire Agreement.** This Lease contains the entire agreement between the Parties and all previous Leases, amendments, negotiations, or understandings are superseded by and merged in this Lease. This Lease may be modified by the Parties only by writing executed with the same formalities as this Lease.
39. **Professional Fees.** Landlord represents and warrants to Tenant it has not dealt with any broker in connection with this Lease and owes no commissions, fees or costs to any broker in connection with this Lease. If there are any associated third-party commissions, fees or costs, related to this Lease that have been incurred by Tenant, they will be paid by Tenant pursuant to a separate agreement between Tenant and third party.
40. **Non-Discrimination.** The Parties will comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.
41. **Arbitration.** The parties agree that any dispute arising under this Agreement involving the sum of fifty thousand (\$50,000) or less in money damages only shall be resolved by arbitration pursuant to the Arizona Uniform Rules of Procedure for Arbitration. The decision of the arbitrator(s) shall be final.
42. **American with Disabilities Act.** Both Parties will comply with all 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 as it pertains to the Building and use of the

Premises. This will not obligate Landlord to make any modifications to the Building or Premises, as a result of any change in the law or regulations, if such repairs are not otherwise legally required.

43. **Non-appropriation.** The parties recognize that the performance by County may be dependent upon the appropriation of funds by the Board of Supervisors of the County, or the availability of funding from other sources. Should the Board of Supervisors fail to appropriate the necessary funds, or if funding becomes otherwise not legally available to the County to fund its responsibilities under this Lease, the County may terminate this Lease without further duty or obligation. County agrees to notify Landlord as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.
44. **Conflict of Interest.** This Lease is subject to cancellation pursuant to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.
45. **Law to Govern.** This Lease is made under and will be interpreted according to Arizona law. Any action relating to this Lease will be brought in a court of the State of Arizona in Pima County.
46. **Sustainability Plan.** Tenant, in accordance with the County's Sustainability Plan, will use all reasonable efforts to use recycled products or re-use and recycle materials used in the Premises.
47. **Applicable Law.** The Parties will comply with all applicable federal, state and local laws, rules, regulations, standards, Executive Orders, and with any applicable Pima County Board of Supervisors' policies, including Policy Number C. 3.18 entitled "Tobacco-Free Environment," a copy of which is attached as **Exhibit D**.
48. **Counterparts and Copies.** This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one agreement with the same force and effect as if all signatures had been entered on one document. Electronic, scanned, copied, or facsimile images of signatures in lieu of original signatures, transmitted electronically, are acceptable and shall be deemed the equivalent of an original.

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

PIMA COUNTY, ARIZONA

LJL Properties, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Rex Scott  
Chair, Board of Supervisors

Authorized Signer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Melissa Manriquez, Clerk of the Board  
of Supervisors

APPROVED AS TO CONTENT:

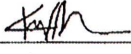
By:  \_\_\_\_\_  
Tony Cisneros, Director, Facilities Management

Date: 11/14/2025

By:  \_\_\_\_\_  
Steve Kdzachyk, Director, Pima Animal  
Care Center

Date: 11/7/2025

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Kyle Johnson, Deputy County Attorney

Date: 11/7/2025

EXHIBIT A  
Site



EXHIBIT B  
Premises

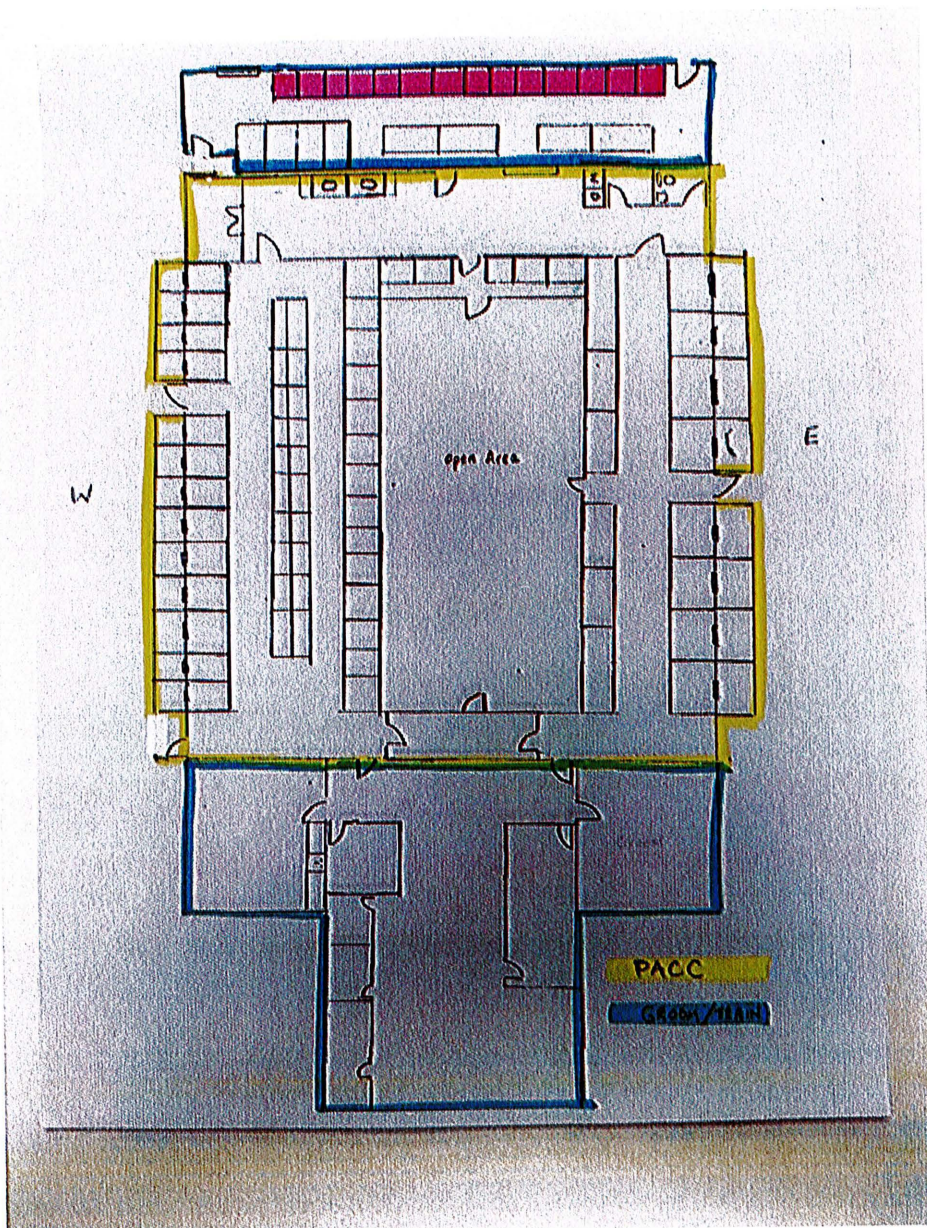


EXHIBIT C  
Parking





## EXHIBIT D

### TOBACCO FREE POLICY C 3.18

Page 1 of 2

**PIMA COUNTY, ARIZONA  
BOARD OF SUPERVISORS POLICY  
Subject: Tobacco-Free Environment  
Policy Number C 3.18**

#### **Purpose:**

Smoking and the use of tobacco-related products are a major cause of preventable disease and death. As a leading employer and health proponent, Pima County is committed to the promotion of health, wellness, and the prevention/treatment of diseases. Pima County also serves as a model for the public, influencing attitudes about smoking and the dangers of tobacco and vape products. The purpose of this policy is to create tobacco and vape-free environments for all Pima County facilities, public buildings and adjacent properties, to provide Pima County employees and the public with guidelines for managing and supporting this policy, and to encourage a healthy lifestyle for all personnel and visitors.

#### **Background:**

As a major entity involved in the promotion of public health and safety within Pima County, the Board of Supervisors promotes and encourages the establishment of a tobacco and vape-free zone on County facilities, public buildings and adjacent properties. The Board of Supervisors has previously established wellness as a priority for all County employees, by the adoption of the long-range Sustainability Program and employee incentives in the way of premium discounts for health insurance benefits. The establishment of a tobacco and vape-free policy is the natural continuance of those efforts.

#### **Policy:**

It is the policy of the Board of Supervisors that to provide a safe and healthy environment for all employees and the general public.

The Board of Supervisors prohibits the use of tobacco and vape products at all times on County facilities, public buildings and adjacent properties, and in County vehicles. This prohibition applies to all employees, and to all visitors and other persons at any County sponsored activity or event conducted on County facilities, in public buildings or on adjacent properties.

#### **Definitions:**

Tobacco Products include cigarettes, cigars, pipes, smokeless tobacco, water pipes, hookah, e-cigarettes, chewing tobacco, snuff and other products containing tobacco.

County Facilities, Public Buildings and Adjacent Properties including County owned or leased properties and a facility occupied or used by any County personnel, visitor, or vendor, and includes but is not limited to buildings, courtyards, walkways, breeze-ways, parking lots, parking structures, County vehicles (owned or leased), loading docks or construction sites.

Vape (or Vaping Device) is a piece of equipment used for inhaling vapor that may contain nicotine, flavoring, and/or other substances.

**EXHIBIT D**  
**TOBACCO FREE POLICY C 3.18**  
Page 2 of 2

**Compliance:**

County personnel are responsible for compliance with the policy.

Visitors and vendors observed to violate this policy shall be respectfully informed of the Tobacco and Vape-Free Environment Policy and asked to comply. If a visitor or vendor neglects to comply, that neglect to comply may be used as grounds for prohibiting access to premises or facilities by said visitor or vendor.

If any individual violating the policy appears agitated or otherwise confrontational regarding compliance, then County personnel shall immediately inform the staff responsible for the facility or security personnel if available and shall engage in no further intervention.

All vendors doing business with Pima County shall be notified of the Tobacco and Vape-Free policy and shall be expected to comply with the policy. Organizers and supervisors of public events, conferences, meetings and work activities on County facilities, work sites, public buildings and adjacent properties shall be responsible to communicating the requirements of the Tobacco and Vape-Free Policy to such events or conferences for attendees.

All new employees of Pima County will be informed on and educated about the Tobacco and Vape-Free Policy and the requirement that employees comply with the policy. Additionally, new employees shall be made aware of the availability of tobacco cessation programs sponsored or funded by Pima County.

**References:**

Smoke-Free Arizona Act, A.R.S. § 36-601.01  
Pima County Ordinance, Chapter 2.12  
Pima County Code, Section 8.50

Adopted Date:	November 13, 2012
Revised Date:	November 15, 2022
Effective Date:	November 15, 2022