

# COB - BOSAIR FORM

10/30/2025 3:38 PM (MST)

Submitted by Lupe.Fimbres@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 RPS CTN-RPS-2300000000000000050-1

**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:** Mount Lemmon Domestic Water Improvement District

**Project Title / Description:** First Amendment to Lease Agreement

**Purpose:** The Mount Lemmon Domestic Water Improvement District, as Tenant, will lease from Pima County land and a building which are located on the west side of Sabino Canyon Park Road, Mt. Lemmon, AZ, Pima County Assessor parcel number 205-14-7310. The property will provide an office for tenant to hold Board meetings and to conduct classes for the local community which shall include CPR, water education and planting for erosion control. The Lease will be renewed for 2 years with a rent amount of \$1,199 per month but may be terminated by either party on 30 days' notice.

**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 Mount Lemmon Domestic Water Improvement District will have a facility to conduct its business.

**Public Benefit and Impact:** The Mount Lemmon Water District will have a facility on Mt. Lemmon from which to provide services to the community.

**Budget Pillar** • N/A

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

TO: COB, 11/5/25 (1)

VERSION: 0

PAGES: 4

Submission ID: e455b886-c963-45b1-a518-3ca17b5ec159 Receipt ID: YP73GM1V

NOV05'25PM1221PO

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

**Metrics Available to Measure Performance:** The rental rate of \$1,199 is the market rent.

**Retroactive:** YES

**Retroactive Description:** Signature delay on part of Tenant.

Amendment / Revised Award Information

Record Number: CT RPS CTN-RPS-23000000000000000050-1

**Document Type:** CT

**Department Code:** RPS

**Contract Number:** CTN-RPS-23000000000000000050-1

**Amendment Number:** 1

**Commencement Date:** 10/18/2025

**Termination Date:** 10/17/2027

**Is the Termination Date new?** YES

**Classification:** Revenue

**Adjust Level:** No change

**Prior Contract Number (If Applicable):** N/A

Amount This Amendment:

\$28,776.00

**Funding Source(s) required:** Regional Wastewater Treatment fund

**Funding from General Fund?** NO

**Contract is fully or partially funded with Federal Funds?** NO

**Department:** Real Property Services

**Name:** Diana Valdez

Telephone:

520-724-6713

Add GMI Department Signatures

No

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

Date:

10/30/25

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

Date:

11/3/2025

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

Date:

11/3/2025

|                                                                                                                                                                                                                                                                                                                                                                                                  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PIMA COUNTY DEPARTMENT OF:<br/>REAL PROPERTY SERVICES</b><br><br><b>LANDLORD: Pima County, a Political Subdivision of the<br/>State of Arizona</b><br><br><b>TENANT: Mount Lemmon Domestic Water Improvement<br/>District</b><br><br><b>FILE NO.: LCP-0099</b><br><br><b>CONTRACT NO.:<br/>(Formerly CTN-RPS-23000000000000000050)</b><br><br><b>AMENDMENT NO.: One (1); Revenue Contract</b> |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

**ORIGINAL LEASE TERM: 10/18/2022-10/17/2025**  
**TERMINATION DATE PRIOR AMENDMENT: 00/00/00**  
**TERMINATION THIS AMENDMENT: 10/17/2027**

**ORIG. LEASE AMOUNT: \$41,913**  
**PRIOR AMENDMENTS: \$0**  
**AMOUNT THIS AMENDMENT: \$28,776**  
**TOTAL LEASE AMOUNT: \$70,689**

### FIRST AMENDMENT TO LEASE AGREEMENT

**1. DEFINED TERMS.** For the purposes of this Amendment, the following terms have the meanings set forth below:

1.1 Landlord: Pima County, a political subdivision of the State of Arizona (hereinafter referred to as "Landlord")

1.2 Tenant: Mount Lemmon Domestic Water Improvement District, a special taxing district.

1.3 Leased Premises: The South half of that part of block 40 of Summerhaven Subdivision. Pima County, Arizona, according to the map of plat thereof record in the office of the County Recorder of Pima County, Arizona in book 4 of Maps and Plats at page 99. lying southerly of the north 76 feet of said block 40.

1.4 Lease: The lease for the Lease Premises, naming Tenant as tenant, dated October 18, 2022.

1.5 Effective Date: October 18, 2025.

**2. MODIFICATION OF LEASE.** Landlord and Tenant hereby agree to modify the terms of the Lease as follows:

2.1 Term: The term of the lease is hereby extended to an additional two (2) years, ending on October 17, 2027.

2.2 Annual Fee: Tenant shall pay \$1,199 per month in rent to the Landlord during the term of this agreement for use of the property.

3. **EFFECTIVE DATE.** This Amendment shall be effective as of the Effective Date.

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

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

6. Applicable Law: Any legal action relating to this Lease must be brought in Arizona court in Pima County; Arizona law will apply to such disputes.

7. **REMAINING LEASE TERMS UNCHANGED.** Except as modified as provided in this Amendment, all the terms and conditions of the Lease shall remain in full force and effect.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

**LANDLORD:**

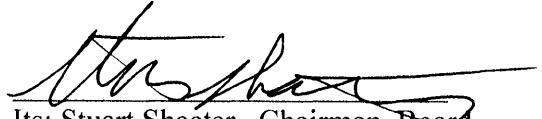
**Pima County, a political  
subdivision of the State of  
Arizona**

**TENANT:**

**Mount Lemmon Domestic Water  
Improvement District, a special  
taxing district.**

\_\_\_\_\_  
Rex Scott, Chairman, Board of Supervisors  
Pima County

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

  
Its: Stuart Shacter, Chairman, Board  
Mount Lemmon Water Improvement District

Date: 10-15-25

**ATTEST:**

\_\_\_\_\_  
Melissa Manriquez, Clerk of the  
Board

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

Jeff Prevatt

10/21/2025

Date \_\_\_\_\_

Date 10/21/2025

Date 10/15/2025