COB - BOSAIR FORM

07/31/2025 12:36 PM (MST)

Welcome to the Board of Supervisors Agenda Item Report (BOSAIR) Form.
This form is used to submit agenda 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 number fields, enter 0 if not applicable.

Record Number: CT WW CT2500000046

Award Type: Contract

Requested Board Meeting Date: 10/21/2025

Signature Only: YES

Procurement Director Award / Delegated Award:

- N/A

Supplier / Customer / Grantor / Subrecipient: Arizona Board of Regents, University of Arizona

Project Title / Description: University of Arizona WEST Center Lease located at 2959 W. Calle Agua Nueva

Purpose: Create a new Lease for the University of Arizona for the Water and Energy Sustainable Technology (WEST) Center. Original Lease was for five (5) years. Parties wish to enter into a new 5-year lease agreement.

Procurement Method: Other

Insert additional Procurement Method info, if applicable: Exempt per Section 11.01.020.

Program Goals/Predicted Outcomes: Create a new Lease for University of Arizona for the Water and Energy Sustainable Technology (WEST) Center. Original Lease was for five (5) years and was renewed for five (5) years. Parties wish to enter into a new 5-year agreement with one, 5-year extension. Arizona Board of Regents only allows Lease agreement to have a 10-year Term.

Public Benefit and Impact: Tenant operates the Water and Energy Sustainable Technology (WEST) Center which facilitates innovative research and technology development to ensure safe and sustainable water supplies. Tenant cooperates and collaborates with the private sector, utilities and the community at large to develop new technologies in the areas of water and energy technology evaluation, environmental microbiology and environmental engineering, in line real-time sensing for water treatment, community monitoring of infectious disease, water sustainability and much more.

Budget Pillar

- Conservation, sustainability & climate resiliency

Support of Prosperity Initiative: N/A

Provide information that explains N/A

To: COB, 8-12-25(1)
Vers: 0
pgs: 25

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how this activity supports the selected Prosperity Initiative

Metrics Available to Measure Performance:	Innovative research is an investment in the future. Improvements to water quality, availability, monitoring and analysis for higher quality water resources.
Retroactive:	NO

Contract / Award Information

Record Number: CT WW CT2500000046

Document Type:	CT
Department Code:	WW
Contract Number:	CT2500000046
Commencement Date:	11/23/2025
Termination Date:	11/22/2030

Total Expense Amount:

$0.00

Total Revenue Amount:

$905,000.00

Funding Source Name(s) Required:	Arizona Board of Regents, University of Arizona
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:	Regional Wastewater Reclamation Department

Name:
Angela Valenzuela

Telephone: 5207246200

Department Director Signature: ______________________ Date: 8/5/25

Deputy County Administrator Signature: ______________________ Date: 8/8/2025

County Administrator Signature: ____________ Date: 8/8/2025

Pima County Regional Wastewater Reclamation Department

Project: University of Arizona WEST Center Lease located at 2959 W. Calle Agua Nueva

Contractor: Arizona Board of Regents, University of Arizona

Amount: $905,000.00

Contract No.: CT2500000046

LEASE AGREEMENT

This Lease Agreement (**"Lease"**) is entered into between PIMA COUNTY, a political subdivision of the State of Arizona (**"County"** or **"Landlord"**), and Arizona Board of Regents, a body corporate and agency of the State of Arizona, on behalf of the University of Arizona ("**Tenant**" or "**University**"). Each individually a "**Party**" and collectively the "**Parties**."

1. Background and Purpose.

1.1. On November 13, 2012, University entered into a lease agreement (the "**Original Lease**"), Pima County contract # CT-WW-13*406, for space within 2959 W. Calle Agua Nueva ("**Building**"), occupying an addition constructed for County. University's tenancy commenced on November 24, 2015 upon substantial completion of Tenant Improvements. The Building is located on Parcel 103-04-001F as depicted on **Exhibit A**.

1.2. Tenant operates the Water and Energy Sustainable Technology ("**WEST**") Center, which facilitates innovative research and technology development to ensure safe and sustainable water supplies. Tenant cooperates and collaborates with the private sector, utilities, and the community at large to develop new technologies in the areas of water and energy technology evaluation, environmental microbiology and environmental engineering, in line real-time sensing for water treatment, community monitoring of infectious disease, water sustainability and much more.

1.3. The Original Lease was for 5 years with one 5-year term extension option. On November 10, 2020, the Parties executed Amendment 1, exercising the extension option. The term expires on November 22, 2025. Arizona Board of Regents policy prohibits University from leasing for a term greater than 10 years.

1.4. Parties now wish to enter into a new lease agreement.

1.5. This Lease is being entered into pursuant to A.R.S. § 11-952.

2. Lease/Premises.

2.1. LEASE/PREMISES. In consideration of all terms, conditions, covenants, and agreements contained in this Lease, Landlord hereby lets to Tenant and Tenant hereby leases from Landlord, approximately 21,487 sq. ft. in the Building, within the addition, as shown on the floor plan attached as **Exhibit B** (the "**Premises**"). Tenant will also have the right to utilize certain exterior areas associated with the Building in common with Landlord ("**Common Areas**"), including an exterior patio as well as an existing asphalt surface parking lot as shown on **Exhibit C** (the "**Parking Lot**"). This does not, however, include the exclusive use or occupancy of any outside areas, for storage or any other purpose.

3. **Term**. The initial term of this Lease will be for a period of 5 years (the "**Initial Term**") beginning on November 23, 2025 (the "**Commencement Date**") and ending on November 22, 2030 (the "**Termination Date**").

4. **Option to Extend**. If Tenant is in compliance with all material terms and conditions of this Lease, Tenant shall have the right to extend the term for one additional five-year period (the "**Extension Term**"). Tenant may exercise the extension option by sending written notice of its election to extend to Landlord not more than nine nor less than six months prior to the end of the Initial Term. The Initial Term, together with the Extension Term if exercised, as sooner terminated or further extended as provided herein shall be referred to herein as the "Term."

5. **Termination.** Landlord may terminate this Lease at any time after the Initial Term, with respect to all or a portion of the Premises, if Landlord determines that Landlord needs to utilize the space for its own purposes as a result of system expansion, new regulatory requirements, or other material changes in relevant circumstances that are not within Landlord's reasonable control. Landlord will give Tenant a minimum of one year written advance notice of any such termination.

6. **Condition of the Premises.** Tenant hereby agrees to accept the Premises in its "as is" condition during the Initial Term and any Extension Term. County has no obligation to make any improvements, alterations or modifications to the Premises, Common Areas, or Parking Lot, nor will County provide Tenant with any improvement allowances or other allowances or payments.

7. **Rent.** Tenant will pay no rent for the Premises.

8. **Operating Expenses.** Tenant will pay Tenant's Proportional Share of all Operating Expenses for the Building, and all associated Common Areas as described below.

    8.1. "*Tenant's Proportional Share*" is the percentage calculated by dividing the total rentable area of the Premises by the total rentable area of the Building. Tenant's Proportionate is 96% based on the RSF of the Premises divided by the total RSF (21,487 /22,400 = 96%). Landlord will provide Tenant with an estimate of monthly Operating Expenses and Tenant's Proportional Share of the estimated Operating Expenses and Tenant will pay this amount each month. The Director of Facilities Management may adjust the estimate at any time and from time to time with written notice to Tenant.

    8.2. "*Operating Expenses*" means all of Landlord's direct and indirect costs of operation, repair and maintenance of the Addition, specifically including all services and utilities that Landlord is required to provide under Section 9 below. Operating Expenses include (but are not limited to) any applicable real estate taxes or special assessments; utilities (including electrical, water and sewer charges); security system operation and maintenance; termite and pest control; insurance premiums; janitorial services; and Landlord's direct and indirect labor costs for any work done by Landlord's own labor force.

    8.3. *Payment of Tenant's Share.* Tenant will pay, on the Commencement Date, and on the first day of each month during the term of this Lease thereafter, Tenant's Proportional Share of the estimated Operating Expenses for the next month. (If the first and last months are partial months, the amount will be prorated). Tenant will pay its Proportional Share without demand or offset, until such time as Landlord advises Tenant of any new estimate. Tenant's Proportional Share of Operating Expenses is currently estimated to be approximately $8.17 per rentable square foot per year.

    8.4. *Reconciliation/Audit.* Within ninety days after the end of each County fiscal year (July 1 to June 30) Landlord will give to Tenant a reasonably detailed itemized statement reconciling estimated Operating Expenses paid with actual Operating Expenses during the fiscal year just ended. In addition, Tenant will be entitled, at any time, to inspect or audit, at Tenant's expense, Landlord's books and records in order to verify the amount of Operating Expenses for which Tenant is responsible. If such a reconciliation or audit reveals that Tenant has underpaid, Tenant will pay any additional amounts due within thirty days of receipt of the statement or completion of the audit; if Tenant has overpaid, Tenant will receive a credit in the amount of the overpayment against subsequent Operating Expense payments due hereunder, or the amount will be refunded to Tenant, if discovered at the end of the Term or after earlier lease termination

9. **Landlord's Responsibilities.**

9.1. **Repairs.** Subject to Section 30 concerning damage resulting from a casualty during the Term, Landlord will make all repairs in and to the Building and Premises, except as provided in Section 10. Landlord's repairs will include the roof, facade, structural portions of the Building, all major Building systems such as HVAC systems (including air conditioning and evaporative coolers), major plumbing requirements (in-wall plumbing and domestic water), and in-wall electrical connections other than those necessary for operation of Tenant's computer or office equipment. Landlord is not responsible for maintenance and/or repair of Tenant's installed equipment or systems.

9.2. **Maintenance.** Except as set forth in Section 10, Landlord will perform all routine maintenance of the Building, including but not limited to annual fire alarm maintenance, certification and maintenance of a back flow preventer valve installed in the water line going into the Building, service associated with usage of the air conditioning compressor and equipment, and Building keyless access and security systems.

9.3. **Utilities.** Landlord will obtain water, sewer, electricity and gas for the Building. Landlord may provide Tenant with internet service at no charge pursuant to a separate network sharing agreement between the parties.

9.4. **Notification/Cure by Tenant.** In the event of a breakdown or needed repairs for which Landlord is responsible, Tenant will notify Landlord or its agent of such breakdowns or needed repairs, and Landlord will cause such repairs and/or replacements as are necessary to correct such condition to be done within a reasonable period of time. In the event of a breakdown in the heating or air-conditioning systems or of any condition requiring repairs of an emergency or life safety nature, the Landlord will commence diagnosis, repair and/or replacement within one business day. Tenant will have the right to make any repairs that are the responsibility of Landlord that Landlord fails to make in a timely manner as set forth above, and Landlord will reimburse Tenant for the reasonable cost of such repairs.

9.5. **Security**. Landlord will provide all security systems for the Building.

9.6. **Termite Control.** Landlord will provide termite control services for the Building or as reasonably necessary for protection of the Premises.

9.7. **Insurance.** Landlord will be responsible for fire and other real property insurance for the Building (not personal property), and may self-insure for such losses.

10. **Tenant's Responsibilities.**

10.1. **Furnishings.** Tenant is responsible for the purchase, operation, maintenance, repair and replacement of any installed furnishings, devices, systems, equipment and software in the Premises. Tenant is responsible for any fire extinguishing or safety equipment necessary for the safe operation of scientific equipment and supplies that will be used in the Premises. Unless otherwise mutually agreed upon, Tenant will, at its expense, contract with a licensed contractor or with Tenant's Facilities Management Department, to remove from the Premises all furnishings, fixtures, and equipment installed in the Premises by the Tenant at the expiration or termination of this Lease, and will repair any damage caused by such removal to Landlord's satisfaction so the Premises are left in "usable" condition.

10.2. **Tenant Damage.** Tenant will, with Landlord's approval, promptly repair at Tenant's expense, any damage done to the Premises, the Building, or the exterior areas, caused by any employee, student, volunteer, agent, contractor or invitee of Tenant. This specifically includes any damage done to the parking lot or driveways by trucks serving Tenant's operations.

10.3. **Access to the Premises.** Tenant will permit Landlord and Landlord's authorized representatives to enter the Premises at times reasonably convenient to Tenant and Landlord for purposes of inspection, making any repairs and performing any work therein as may be necessary for Landlord to comply with its repair obligations. 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.

10.4. **Sustainability Plan**. The Tenant highly values sustainability in all of its endeavors and operations and therefore will use all reasonable efforts to use recycled products for its operations in the Premises, or re-use and recycle materials utilized in the Premises.

10.5. **Telephone/Internet charges.** Notwithstanding section 9.3 above, Tenant is responsible for obtaining and paying for its own telephone service, including voice over IP (VOIP) and Internet service, if it chooses to have such a service.

10.6. **Taxes**. Tenant is responsible for all applicable taxes related to this Lease and will pay to Landlord, in addition to any other sums due hereunder, any applicable rental taxes for which Landlord is responsible including, if applicable, the government property lease excise tax pursuant to A.R.S. § 42-6201 *et seq*.

10.7. **Insurance.** Tenant is responsible for insuring its personal property and equipment brought to the Premises. Tenant will provide proof of commercial general liability insurance or its equivalent in the amount of $2,000,000 each occurrence in addition to worker's compensation. Landlord acknowledges that it has been informed that Tenant is a participant in the State of Arizona Department of Administration's insurance program under A.R.S. § 41-621 and that coverage under said program shall be sufficient and acceptable to fulfill the Tenant's liability insurance obligation under this lease.

11. **Capital Repairs.** Tenant will contribute towards the cost of replacing or repairing the air conditioner(s), evaporative coolers(s), roof and any other capital building equipment serving the Addition (whether or not such equipment also serves other portions of the Building) that are needed during the term of this Lease and are not caused by the negligence or willful misconduct of Landlord's employees or invitees. Tenant's contribution will be in the amount of Tenant's Proportional Share of the cost except that, with respect to any equipment or system serving the entire Building rather than just the Addition, Tenant's share of the cost will be a determined by dividing the total rentable area of the Premises (21,487 sf) by the total rentable area of the Water Campus complex (63,416 sf), which equals 34%.

12. **Tenant Improvements.** Except as set forth in Section 12.1, Tenant may not make or cause to be made any alterations, additions, or improvements ("**Alterations**") to the Premises or to the Building, including any non-structural cosmetic changes, without first obtaining Landlord's written approval, which will not be unreasonably withheld.

12.1. **Tenant Allowed Incidental Interior Laboratory Modifications.** Tenant may, at its own expense, with prior written notification to Landlord, reroute and change the secondary utility pathways required to serve Tenant's equipment, using Tenant's own Facility Management staff. This includes extending secondary electrical, data, water piping and other utilities from the Addition's building systems and installing uni-strut supports for mounting light duty equipment. Pursuant to Section 10.4 above, Landlord reserves the right to inspect such work.

12.2. **Plans, Specifications, Permits.** Tenant will present to Landlord plans and specifications, for any Alteration requiring Landlord's review and approval, at the time Landlord's approval is sought. Landlord will notify Tenant, within thirty business days after receipt of a set of plans, of any objections Landlord has to the plans. If Landlord does not respond, the plans will be deemed rejected.

12.3. **Permits; Standards.** Tenant will obtain any building permits and other governmental approvals required under applicable laws or regulations for the work done by Tenant.

12.4. **Construction.** Tenant will construct or install all Alterations at its own expense in a good and workmanlike manner, in compliance with all applicable codes and industry standards, with all work being performed by licensed contractors or Tenant's Facilities Management Department personnel, and in compliance with any plans approved by Landlord.

13. **Permitted Use.** The Premises may be used by Tenant only for teaching/training, office space and laboratory analysis, research and testing of water, wastewater and other uses reasonably related to the work described in Section 1.2.

13.1. **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. Tenant may not serve alcohol in the Premises at any time.

13.2. **Hazardous Materials Prohibited; Clean Air Act**. Tenant will not cause or permit any hazardous or toxic materials or substances to be brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord, other than such hazardous or toxic materials or substances that are necessary or useful to Tenant's approved activities in the Premises, which Tenant must use, keep and store in a manner that complies with all laws regulating any such materials or substances. Tenant's operations on the Premises will comply with all applicable provisions of environmental laws and regulations, including the Clean Air Act, 42 U.S.C. 7401 et seq. and Arizona Revised Statutes, Title 49, Chapter 3. Tenant will remediate and clean up, at its sole cost and expense, any contamination of the Premises, the Building, or any surrounding area occurring during the term of this Lease to the extent caused by Tenant or its agents, employees, contractors or invitees.

13.3. **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 County in writing if the license, registration or permit is denied or terminated. In the event of such denial or termination County may, in its sole discretion, terminate this Agreement with no further obligation to Tenant.

14. **Common Areas**. The Common Areas will at all times be subject to the control and management of County and County 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. County 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 County may enter into agreements with adjacent tenants for cross-easements for parking, ingress or egress.

15. **Use of Building.** County may lease space within the Building to other public and/or non-profit organizations, private entities and agencies. County will have the right to make any legal use of the Building or portions thereof, provided that such use does not materially interfere with Tenant's operations.

16. **Security**. Tenant will comply with any County rules regarding security procedures.

17. **Access / Keys**.

17.1. **Hours of Access**. Tenant will have access to the Premises twenty-four hours a day, seven days per week, three hundred sixty-five days per year. County will utilize its own access technology to secure the Premises.

17.2. **Keys**. Keys/Key Cards for the Property will be provided by County to designated Tenant staff. Tenant will pay to County a standard charge ($100.00) for any key that is lost, stolen or damaged and must be replaced by County.

18. **County Access to the Premises.** Tenant will permit County and County'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 County to comply with its obligations under this Lease Agreement. County, 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, County may access the Premises at any time should County be required to respond to any emergency

situation at the Premises. If necessary, Tenant will provide access and/or keys to first responders.

19. **Fire Safety Systems.** County will, at all times have access to any and all Fire Risers and all related fire safety infrastructure and will be responsible to maintain all fire safety systems.

20. **Removal of Alterations**. Non-structural Alterations made by Tenant may be subject to removal or restoration obligations at the end of the Term or earlier termination of this Lease, depending on the type of Alterations. Parties agree to cooperate on removal or restoration of non-structural Alterations at end of Term.

21. **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.

22. **Parking**. Tenant's employees and visitors may park in any unassigned spaces in the Building parking lot as shown in **Exhibit C**. County 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.

23. **Rules and Regulations.** Tenant and its employees, contractors, agents and invitees will abide by the rules and regulations for the Building, which are set forth in **Exhibit D** attached hereto and incorporated herein. County has the right, from time to time, to modify or make additional reasonable rules and regulations, including but not limited to, reasonable requirements pertaining to sanitation, handling of trash and debris, loading and unloading of trucks and other vehicles, and safety and security against fires, theft, vandalism, personal injury and other hazards, provided that such rules and regulations are applied in a non-discriminatory manner and do not unreasonably impair Tenant's permitted operations.

24. **Signs.** Tenant may, upon obtaining any necessary permits from governmental authorities and with the advance written approval of County, 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. County's consent shall not be unreasonably withheld.

25. **Indemnification**. County and Tenant (individually, as "Indemnitor") agree to indemnify, defend, and hold harmless each other (individually, as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result

in vicarious/derivative liability to the applicable Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the other Indemnitor, its officers, officials, agents, employees, or volunteers.

26. **Default.**

26.1. **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 County may terminate this Lease:

26.1.1. *Operations of the Premises.* The vacating or abandonment of the Premises, or cessation of activities thereon, or any portion thereof, by Tenant for a period of three (3) consecutive months, where such abandonment shall continue for a period of ten (10) calendar days after notice of such default is sent by Landlord to Tenant.

26.1.2. *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 County that the payment is due.

26.1.3. *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.

26.1.4. *Health and Safety Violation.* Any action or omission by Tenant that, in the County'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 County. 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.

26.1.5. *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 County 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 County.

26.2. **County Default.** County will be deemed to be in default under this Lease if County fails to perform any covenant or condition of this Lease to be performed by County 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 County 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.

26.3. **Remedies**. Either party may pursue any remedies provided by law and in equity for the breach of this Lease, including termination of the Lease, except that Tenant, because of the special nature of this rent-free Lease, which does not generate net revenues for Landlord, will not be entitled to pursue any monetary damages or penalties.

27. **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: Director Real Estate Administration
UNIVERSITY OF ARIZONA
1405 N. Ring Rd.
PO Box 210186
Tucson, AZ 85721
Email: bvaughan@arizona.edu

LANDLORD: Clerk of the Board of Supervisors
130 W. Congress St.
Tucson, Arizona 85701

With a copy to:
Director, Pima County Facilities Management
150 W. Congress Street, 3rd Floor
Tucson, Arizona 85701

28. **Assignment**. Tenant has no right to assign its rights under this Lease or sublease the Premises in whole or in part without the prior written consent of the Landlord. Because of the special nature of this Lease, such consent 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 thirty (30) days notice of any such intent to the Tenant.

29. **No Liens or Interference.** Tenant agrees not to incur, or if incurred to promptly remove, any obligations, judgments or other actions that result in a lien or encumbrance on the Premises.

30. **Destruction of Premises.** If at any time during the Term of this 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 ninety (90) days through no fault of the Tenant then the Tenant will be relieved of any further obligation, duty or liability under this Lease. If the Premises can be and are repaired fully in ninety (90) days, then the Lease will continue in full force and effect while the repairs are being made, and the Tenant's monetary obligations under this Lease will be abated by the percentage of the total space which is unavailable or not reasonably useful to the Tenant.

31. **Condemnation.** If all or any part of the Premises are 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.

32. **Damage to Property.** Tenant covenants that it will permit no waste or damage to the Building; that it will keep all improvements placed upon the Premises in reasonably good order and reasonably good state of repair.

33. **Quiet Enjoyment.** Landlord warrants that Landlord owns the Building 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 through Landlord.

34. **Change of Ownership.** If ownership of the Building or the name or address of the party entitled to rent under this Lease changes, Tenant may, until receipt of written notice of such change, continue to pay operating expenses to the party to whom and in the manner in which the last preceding installment of operating expenses was paid. Tenant will not be subject to double liability for any amounts so paid.

35. **Surrender/Holding Over.** On termination of Tenant's occupancy, Tenant will surrender the Premises in the condition in which Tenant is required to maintain them under this Lease. If Tenant for any reason and with written consent of Landlord remains in

possession after the expiration of this Lease (including any optional extension), or after the date specified in any notice of termination given by either party, such possession will be as a month-to-month Tenant, subject to all conditions of this Lease other than the term hereof.

36. **Interpretation of Lease.** Each party acknowledges that it has had the opportunity to review this agreement with counsel of its 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 hereto, their successors and assigns.

37. **Entire Agreement.** This Lease contains the entire agreement between the parties with respect to the Building and any previous agreements, negotiations, or understandings regarding the Building 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.

38. **Non-Discrimination.** The parties will comply with all applicable state and federal statutes, regulations and executive orders governing equal employment opportunity, non-discrimination, and immigration.

39. **Non-Appropriation**. The parties recognize that the performance by both Tenant and Landlord may be dependent upon the appropriation of funds by the State Legislature of Arizona, the Board of Supervisors of the County, or the availability of funding from other sources. Should the relevant governing body fail to appropriate the necessary funds, if either party's appropriation is reduced during the fiscal year, or if funding becomes otherwise not legally available to a party hereunder, that party may terminate this Lease without further duty or obligation. Each party agrees to notify the other party as soon as reasonably possible after the unavailability of said funds comes to its Board's attention.

40. **Conflict of Interest.** This Lease is subject to cancellation pursuant to the provisions of Arizona Revised Statute § 38-511 regarding Conflicts of Interest.

41. **Law to Govern.** This Lease is made under and shall be interpreted according to Arizona law.

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

43. **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 E**.

44. **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

By:____________________________
Rex Scott Chair, Board of Supervisors

Date:____________________________

Arizona Board of Regents, for and on behalf of the University of Arizona

Signed by:
By: Bruce M. Vaughan
C0E8D12F1F13456...
Bruce M. Vaughan

Director, Real Estate Administration

Date: 6/25/2025

ATTEST:

By:____________________________
Melissa Manriquez Clerk of the Board

APPROVED AS TO CONTENT:

DocuSigned by:
By: Tony Cisneros
8FD987EF1D444D9...
Tony Cisneros, Director, Facilities Management

Date: 7/1/2025

By: Jackson Jenkins
Jackson Jenkins, Director, Regional Wastewater Reclamation

Date:____________________________

APPROVED AS TO FORM:

By: ____________________________
Kyle Johnson, Deputy County Attorney
Date: 6/24/2025

EXHIBIT A

Site

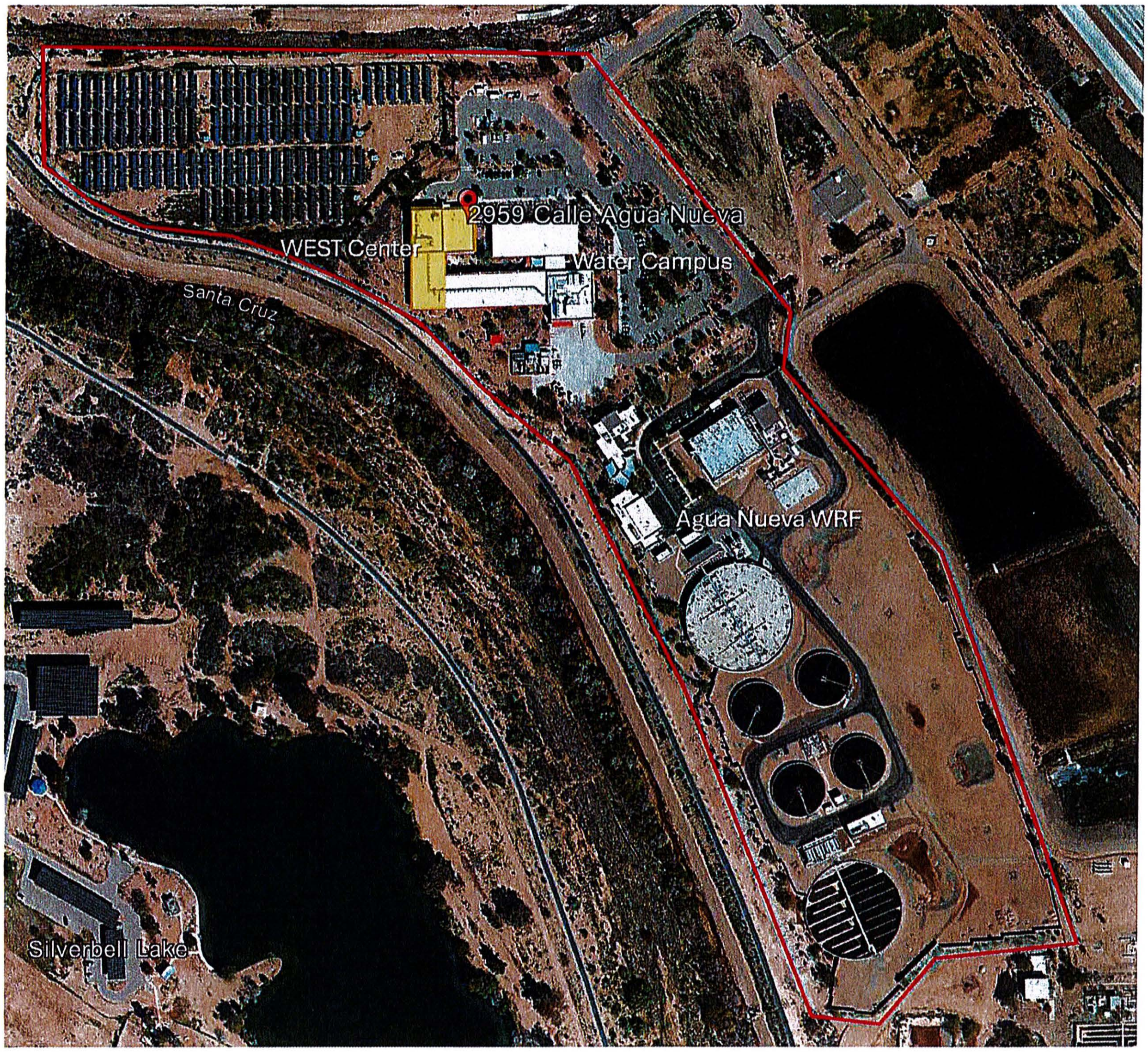

EXHIBIT B (1 of 2 pages)
Premises

University of Arizona WEST Center

21,487 square feet

EXHIBIT B (2 of 2 pages)
Premises

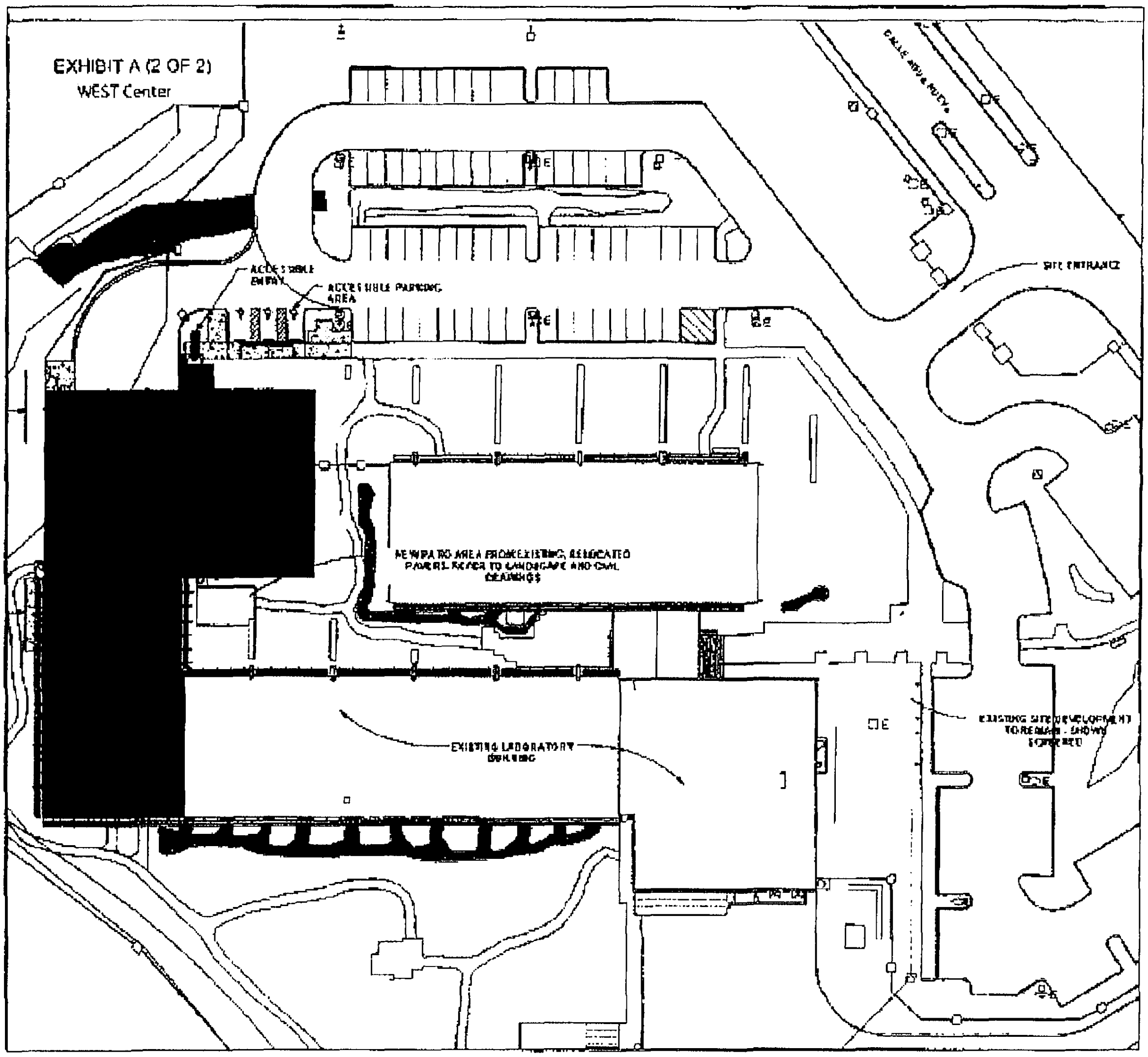

EXHIBIT C

Parking

EXHIBIT D (1 of 4 pages)

Rules and Regulations

These Rules & Regulations have been adopted by County in order to set forth standards of conduct that will allow all occupants and users of the Building and the Complex ("**Users**") to enjoy a professional working environment that is compatible with the general character of the Complex. County reserves the right to make amendments and/or additions to these Rules and Regulations from time to time. These Rules and Regulations are in addition to and will not be construed to modify or amend any of the terms, covenants, or agreements and conditions of any agreement regarding use or occupancy of the Property. Each User will be responsible for informing its employees and invitees as to the provisions of these Rules and Regulations and to enforce same with respect to its employees and invitees. County may waive compliance with any one or more of these Rules and Regulations for the benefit of a User. Such waiver will not be construed as a waiver for any other User, nor will it prevent County from enforcing the same against any or all other Users. These rules may only be enforced by County. The failure of County to enforce any Rule or Regulation will not give any User the right to enforce same against another Complex occupant.

1. No sign, placard, picture, advertisement, name or notice will be inscribed, displayed, printed or affixed on or to any part of the Property without the prior written consent of County. County may remove any unapproved sign, placard, picture, advertisement, name or notice without notice to and at the expense of User. All approved signs must be placed or affixed on the wall adjacent to User's entry doors. All approved signs must be printed, painted, inscribed, affixed or removed at the expense of User by a person approved by County. All walls or other structures where User's signs have been affixed or attached must be restored to their original condition at User's expense after removal of such signs. Nothing may be mounted on wood doors or finished wood surfaces.

   User will not place anything or allow anything to be placed near any window, door, partition or wall that may appear unsightly from outside the Property, nor will User cause any window in the Property to be color treated.

3. The sidewalks, halls, passages, exit, entrances, elevators and stair ways will not be obstructed by User or used for any purpose other than for ingress and egress from User's Property.

4. User will not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Property without prior written consent of County. County will have no obligation to open the Property due to the loss of keys by User. All requests to open the Property must be made by User to County. User assumes all responsibility for protecting its personal property from theft, robbery, and pilferage, including but not limited to, keeping all means of entry to Property closed and locked.

5. The plumbing facilities will not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever will be thrown therein. The

expense of any breakage. stoppage or damage resulting from a violation of this provision will be borne by the User whose employee, agent or invitee will have caused it.

6. User will not deface the Property or any part thereof. User will not install, affix or fasten to the rooftop any signs, satellites, or antennas without the prior written approval of County. County may require design drawings, specifications and/or weight load structural tests prior to granting approval for any rooftop installation. User will bear the entire expense of any drawings or tests to be submitted to County for approval.

7. No furniture, freight or equipment of any kind will be brought into the Property without prior notice to County. All moving of items into or out of the Building will be done at such time and in such manner as County will designate. Any damage to the elevators, doors, frames, walls or hallway surfaces caused by User or User's invitees or moving contractors will be repaired at User's expense to County's satisfaction. County will have the right to prescribe the weight, size and position of all heavy equipment brought into the Building. Heavy objects, will, stand on supports of such thickness as is necessary to properly distribute the weight.

8. User will not use, keep or permit to be used or kept any foul or noxious gas or substance in the Property, or permit or allow the Property to be occupied or used in a manner offensive or objectionable to the County or other occupants of the Complex by reason of noise, odors and/or vibrations, or that would interfere in any way with other Complex occupants or those having business therein. No animals will be brought in or kept in or about the Property or the Complex except service animals.

9. User will not use or keep in the Property any kerosene, gasoline, or flammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by County.

10. User acknowledges that periodically the Tucson Fire Department or other contractor or representative of the County will inspect the Property for Fire Code compliance and fire, sprinkler, and alarm testing. User, and its employees, contractors and invitees will comply with any fire safety and handicap procedures and regulations established by the County and/or any governmental agency. User will distribute to its employees, representatives, contractors and invitees a copy of these Rules and Regulations and all fire drill safety and handicap material provided to it from time-to-time by County and/or any governmental agency. If an audible fire alarm is sounded in the Building, User must take immediate and prudent actions to evacuate its employees, volunteers and invitees from the Building through designated exits as posted by County. User will notify County in writing of the emergency contact information of two on-site employees or representatives who are responsible for emergency evacuations or fire drills for their Property. User is responsible for notifying the County in writing of any changes to such assignments. User will notify the County of any handicapped occupants or other individuals who may require special assistance in the event of an emergency.

11. Pursuant to the Smoke-Free Arizona Act, A.R.S. section 36-601.01, no smoking is allowed in

Rules and Regulations

any part of the Building, or within 20' of doors outside the Building. User will instruct it employees of this regulation.

12. County will direct electricians and/or phone installation employees or contractors as to where and how telephone and computer network cables are to be introduced. No boring or cutting for wires will be allowed without the consent of the County. The location of telephones, call boxes and other office equipment affixed to the Property will be subject to the approval of County.

13. County reserves the right, in its sole and reasonable discretion, to increase security services for the Property.

14. In case of invasion, mob, fire alarm, bomb threat, riot, public excitement, or other commotion. County reserves the right to prevent access to the Property during the continuance of the same by closing of the doors or otherwise, for the safety of the Complex occupants and the protection of the Complex.

15. County reserves the right to exclude or expel from the Property any person who, in the judgment of County, is intoxicated or under the influence of alcohol or drugs, or who will in any manner do any act in violation of any of the rules and regulations of the Property or impair the safety of any User, employee, or contractor of County.

16. No machines of any description will be installed, maintained or operated upon the Property without the written consent of the County.

17. User will not disturb, solicit, or canvass any occupant of the Complex and will cooperate to prevent same by others.

18. County will have the right to control and operate the Common Area(s), and the facilities furnished for the common use of the public and the Complex occupants, in such manner as County deems best for the benefit and safety of the public and the Complex occupants generally.

19. All entrance doors in the Property will be locked when the Property are not in use, and all doors opening to the public corridors will be kept closed except for normal ingress and egress from the Property. All emergency fire exit doors must remain free of debris from both the interior and exterior and remain locked when not in use.

20. The common hallway immediately adjoining the Property will be kept clean and free from dirt and rubbish by User and User will not place or permit any obstruction or merchandise in such areas.

21. All courtyard areas may be utilized only by User, and its employees, volunteers and invitees. No unsightly storage may be placed upon the courtyard. User agrees to limit the use of the patio to outdoor furniture such as tables and chairs as well as recreational toys or playground equipment or fixtures as well as items related to entertainment of property occupants. One courtyard may be

Rules and Regulations

used for the orderly storage of materials donated to CCSSA for its work on the Property. Courtyards may not be used for the temporary or permanent storage of refuse containers or other such unsightly materials.

22. Upon the termination of the tenancy, User will deliver to County all keys to the Property and security access cards for the Building that have been furnished to User.

23. No electrical cooking appliances other than microwave ovens and coffee machines located in the kitchen/breakroom are allowed in the Property.

24. No space heaters, floor fans or floor lamps are allowed at any time in the Property.

EXHIBIT E

Tobacco-Free Environment

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.

TOBACCO FREE POLICY C 3.18

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