



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

Requested Board Meeting Date: June 6, 2017

or Procurement Director Award

Contractor/Vendor Name (DBA): The Arizona Board of Regents, a body corporate, for and on behalf of the University of Arizona ("ABOR") . (File LCP-0044)

Project Title/Description:

Lease between County and ABOR for space at the Continental Community Center. (Supervisor District 4)

Purpose:

County owns a 1.26 acre parcel (APN 304-18-9750) located at 530 E. Whitehouse Canyon Road in Continental, AZ, known as the Continental Community Center ("CCC"). ABOR wishes to utilize a portion of the CCC to provide cooperative extension programming for rural youth in the Green Valley, Sahuarita and Continental local area. The term of the Lease shall be for 3 years. Rent shall be \$100 per month, payable each month by ABOR. ABOR shall also be responsible for certain maintenance obligations at the CCC as additional consideration for the Lease. Notice of the Lease was advertised as required by ARS Section 11-256.01(B).

Procurement Method:

Lease is entered into accordance with A.R.S. Section 11-256.01.

Program Goals/Predicted Outcomes:

This Lease will provide an opportunity for rural youth in Pima County to learn, participate in and perform greenhouse and gardening activities.

Public Benefit:

The Lease with ABOR for the purposes stated herein, and in addition to those set forth above, will provide volunteer service opportunities to a number of County residents involved in the cooperative extension program. In addition, the public will be benefitted by having ABOR be responsible for certain of the maintenance obligations at the CCC.

Metrics Available to Measure Performance:

ABOR will be paying \$100.00 per month. ABOR shall be responsible for certain maintenance obligations at the CCC as additional consideration for the Lease.

Retroactive:

NO

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AKS

To: COB 5-31-2017 (2)
Vers: 1 pp: 14

Original Information

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 17*0215

Effective Date: 7/01/2017 Termination Date: 6/30/2020 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ _____ Revenue Amount: \$ \$3,600.00

Funding Source(s): PR-General Fund

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Rita Leon

Department: Real Property Services

Telephone: 724-6462

Department Director Signature/Date: _____

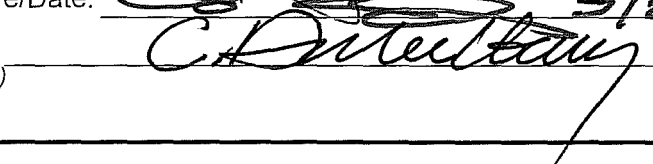
 5/23/17

Deputy County Administrator Signature/Date: _____

 5/29/17

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

 5/30/17

**PIMA COUNTY DEPARTMENT OF
NATURAL RESOURCES, PARKS & RECREATION**

PROJECT: Continental Community Center Lease

**TENANT: Arizona Board of Regents for and on behalf
of University of Arizona**

AMOUNT: \$3,600.00

TERM: 3 years

CONTRACT
NO. <u>CTN-PW-17-215</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

LEASE

1. **Parties.** This lease ("**Lease**") is entered into by and between Pima County, a body politic and corporate of the State of Arizona (hereinafter "**Landlord**"), and the Arizona Board of Regents, a body corporate on behalf of the University of Arizona Cooperative Extension, (hereinafter "**Tenant**"). This Lease is effective (the "**Effective Date**") on July 1, 2017.

2. **Background & Purpose.**

2.1. Landlord owns the real property described on **Exhibit A** attached hereto (the "**Property**"). The common address for the Property is 530 E. Whitehouse Canyon Road, Continental, Arizona 85614. The Property includes a kitchen, classroom, office storage, office, multipurpose room, restrooms, garden and garden storage shed (the "**Premises**").

2.2. Tenant is a body corporate of the State of Arizona that wishes to utilize the Property and Premises to provide cooperative extension programming to the Continental community.

2.3. Landlord has the authority, under A.R.S. § 11-256.01, to lease real property to an instrumentality of the State of Arizona at less than fair market value. Landlord has previously published notice of its intent to enter into this Lease as required by law.

2.4. Tenant is currently leasing the Property from Landlord pursuant to a Lease which expires on June 30, 2017.

2.5. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the portion of the Property depicted on **Exhibit B**, and identified as **room numbers 6 and 7, restrooms 12 and 13, storage rooms 1, S1, and S2**, as the "**Premises**". In furtherance of its state purposes, Tenant also has a greenhouse located on that portion of the Property depicted on **Exhibit B** as the "**Greenhouse**".

3. **Lease of Premises.** Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, under the terms and conditions and for the purposes set forth herein.

4. **Term.**

4.1. Term. The term of this Lease commences on the Effective Date and continues for a period of three years (3) (the "Term") unless terminated earlier in accordance with the terms of this lease.

4.2. Landlord's Right to Cancel. Notwithstanding any other provision of this Lease, Landlord has the absolute right to cancel this Lease without cause upon ninety (90) days' written notice to Tenant.

5. **Possession.** From and after the Effective Date, Tenant will have possession of the Premises and may make improvements to the Premises, provided that Tenant has complied with the provisions of section 8 of this Lease.

6. **Rent; Maintenance Expenses.** Tenant will pay rent to Landlord in the amount of one-hundred dollars (\$100.00) per month. Each such rental payment is due and payable on or before of the first day of each month during the term of the Lease, with the first such payment due and payable on or before July 1, 2017. In the event Landlord receives a monthly rental payment after the tenth (10th) day of the month in which it is due, Tenant will include a late fee of twenty-five dollars (\$25) or Landlord will not accept such payment.

7. **Tenant's Obligations.** Tenant will comply with the following obligations during the term of this Lease:

7.1. Permitted Activities. Tenant may use the Premises to provide office space, program space and storage for a variety of programs on a daily basis (the "**Permitted Activities**"). Tenant recognizes that the Premises are shared space, utilized by other agencies on a schedule coordinated by Pima County's Recreation Program Coordinator (the "**Coordinator**"). Tenant will conduct its daily activities primarily in the office and garden, as set forth in Section 7.5 below. Additional use of the Premises or other areas of the Property by Tenant may be granted by the Coordinator, on an as-needed basis, as requested by Tenant in writing, in person, or via telephone, not less than two weeks in advance of any planned activity. Tenant will use the Premises solely for providing the Permitted Activities and will conduct the Permitted Activities continuously during the Term of this Lease.

7.2. Third Party Contract. Tenant may not contract with a third party to conduct the Permitted Activities without Landlord's prior written consent, which is at Landlord's sole discretion. Any such contractor must comply with all provisions of this Lease.

7.3. Expenses of Tenant. Tenant will conduct all of its operations at the Premises at its own expense and without contribution from Landlord. Tenant will not suggest, state, or imply that Landlord will participate, guarantee or otherwise assist in any financial obligation undertaken by Tenant with respect to its operations on the Premises.

7.4. Compliance with Laws. Tenant will comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, standards, policies, and executive orders with respect to its operations on the Premises.

7.5. Hours of Operation. Tenant will provide the Permitted Activities at a minimum during the following hours:

Monday to Friday, 8 a.m. to 5 p.m. Upon prior consent by Landlord, Tenant may also utilize the Premises one Sunday per month for up to 3 hours for the purpose of hosting a 4H Club meeting.

7.6 Schedule Changes. Schedule changes to the Tenant's program, or schedule changes to accommodate any new program or special performance, require approval in writing from Landlord's NRPR Director or his designated representative. Such schedule changes will be at no additional cost to Tenant for the duration of this Lease.

7.7 Annual Reporting. Tenant will provide Landlord with an annual report detailing the number of programs offered by Tenant at the Property, the number of constituents served by such programs during the reporting year. Landlord acknowledges that there is one source of funding for these programs which is limited to State Extension funding. The first such annual report is due on or before June 30, 2017.

8. **Alterations and Improvements to Premises.** Tenant will provide all furnishings and equipment necessary to establish a functional and effective program.

8.1. Consent Required. Tenant may not make any improvements, alterations, additions, or changes to the Premises (collectively the "**Alterations**") without obtaining prior written consent from:

8.1.1. Landlord's NRPR director or designee if the cost of the Alterations is less than \$15,000.00;

8.1.2. Landlord's County Administrator or his designee if the cost of the Alterations is greater than \$15,000.00 and less than \$100,000.00; and

8.1.3. The Pima County Board of Supervisors if the cost of the Alterations is more than \$100,000.00.

8.2. Plans and Specifications. Tenant will provide Landlord with plans and specifications developed by an Arizona registered architect or engineer for Landlord's review prior to initiating any work. Landlord has forty-five (45) days after receipt of the Notice of Alterations to approve or reject the proposed Alterations. Failure of Landlord to respond to the Notice of Alterations within forty-five (45) days after receipt of the Notice of Alterations by Landlord will be deemed approval.

8.3. Consent Withheld. Landlord will not unreasonably withhold consent to proposed Alterations; provided, however, it will be reasonable for Landlord to withhold consent if, among other reasons, the Alterations:

8.3.1. Adversely affect the integrity of any structural, mechanical, or electrical system of any portion of the Premises or affect the integrity of the Premises or the Premises' features or its infrastructure;

8.3.2. Result in Landlord being required to perform any work that Landlord could otherwise avoid or defer;

8.3.3. Result in an increase in the premiums for any hazard or liability insurance carried by Landlord or result in an increased risk of liability or pose a safety hazard; or

8.3.4. Result in an increase in the demand for utilities or services (including wastewater treatment) that Landlord provides to the Premises.

8.4. No Landlord Liability for Approval of Alterations. Landlord's review of the plans and specifications is solely for Landlord's purposes and does not imply that Landlord has reviewed the plans and specifications for quality, design, laws, compliance or other like matters. Accordingly, notwithstanding that any construction drawings are reviewed by any of Landlord's architects, engineers, or consultants, Landlord has no liability whatsoever in connection therewith and is not responsible for any omissions or errors contained in any construction drawings.

8.5. Construction of Improvements.

8.5.1. *Compliance with Law.* All improvements must comply with all applicable federal, state and local statutes, codes, ordinances, rules and regulations.

8.5.2. *Indemnification.* All construction contracts must include an indemnification provision requiring the contractor to indemnify, defend and hold harmless Landlord from all losses, claims, suits, demands, expenses, attorney's fees or actions of any kind or nature arising from the contractor's negligent or intentional acts, errors or omissions.

8.5.3. *Insurance.* Tenant will cause said contractors to obtain insurance coverage of a type and amount acceptable to Landlord and to name Tenant and

Landlord as additional insureds with respect to liability arising out of the performance of said contracts. Within thirty (30) days after completion of any buildings or improvements, Tenant will deliver to Landlord a complete and reproducible set of the plans and specifications of the improvements or buildings as built.

8.6. This paragraph is deleted.

8.7. Property of Landlord. All improvements placed upon the Premises become the property of Landlord at the time they are placed thereon, and will be surrendered to Landlord upon the termination of this Lease, free and clear of all liens and encumbrances of every kind, and in good and operable condition, excluding reasonable wear and tear.

9. **Maintenance & Repairs.**

9.1. Maintenance and Repairs by Tenant. Tenant will provide custodial services for the Premises, which for purposes of this Section 9.1, include the main bathrooms in the Premises, as well as the interior portions of the Premises, at Tenant's sole expense. Tenant acknowledges that the Premises are open to the general public and that members of the general public use the bathrooms within the Premises.

9.2. Landlord Repairs. Landlord will maintain and repair the exterior portion of the building, including the roof, exterior walls, parking lot, parking lot lighting, and sewer, water and electrical lines outside of the building, and landscaping.

10. **Signs.** Tenant may affix and maintain upon the Premises such signs relating to the services provided on the Premises as Tenant deems appropriate; provided, however, if such signs are visible outside of the Premises, such signs must first received the written approval of Landlord as to type, size, color, location, copy nature and display qualities; provide further, however, that all signs utilized by Tenant on or about the Premises, whether visible outside the Premises or not, will at all times comply with the Pima County Sign Code and will be installed and maintained at Tenant's sole cost. Tenant will remove any and all signs placed by Tenant on the Premises upon termination of this Lease for any reason, and Tenant will repair any damage resulting from such removal immediately at its sole cost. Tenant will pay all costs for construction, erection, installation, maintenance, and repair of any sign either currently in existence or to be erected or installed or otherwise placed on the Premises.

11. **Environmental.**

11.1. Hazardous Material. As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Arizona or the United States Government. The term Hazardous Material 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.*

11.2. Hazardous Materials Prohibited; Clean Air Act. Tenant shall not cause or permit any Hazardous Material (as hereinafter defined) 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 Materials which are necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Materials. Tenant's operations on the Premises shall comply with applicable provisions of 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 occurring during the term of this Lease that is solely caused by Tenant or its agents, employees, contractors or invitees.

11.3. Clean-Up. Without limiting the foregoing, if the presence of any Hazardous Material on or in the Premises, or the soil or ground water under or adjacent to the Premises caused or permitted by Tenant, or its agents, employees, contractors or invitees results in any suspected contamination of the Premises, the soil or ground water under or adjacent to the Premises, Tenant shall promptly notify Landlord in writing and take all actions, at Tenant's sole cost and expense, as are necessary to return the Premises, or such soil or ground water to the condition existing prior to the introduction of any such Hazardous Material to the Premises, or to such soil or ground water; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises.

11.4. Pre-existing Contamination. Landlord agrees that any Hazardous Materials contaminating the Premises prior to possession of the Premises by Tenant shall not result in liability for Tenant under this Section 11 except to the extent such contamination is aggravated by the action or inaction of Tenant.

11.5. Notices Regarding Environmental Conditions. Tenant shall, within ten (10) business days following receipt thereof, provide Landlord with a copy of (i) any notice from any local, state or federal governmental authority of any violation or administrative or judicial order or complaint having been filed or about to be filed against Tenant or the Premises alleging any violation of any local, state or federal environmental law or regulation or requiring Tenant to take any action with respect to any release on or in the Premises or the soil or ground water under or adjacent to the Premises of Hazardous Material, or (ii) any notices from a federal, state or local governmental agency or private party alleging that Tenant may be liable or responsible for cleanup, remedial, removal,

restoration or other response costs in connection with Hazardous Material on or in the Premises or the soil or ground water under or adjacent to the Premises or any damages caused by such release.

11.6. Survival. Tenant's and Landlord's obligations under this Section 11 survive the expiration or earlier termination of this Agreement and vacation of the Premises.

12. **Entry by Landlord**. Landlord may enter the Premises at reasonable times to inspect the Premises and Tenant's operations thereon.

13. **Security**. Tenant is responsible for securing the Premises and preventing any unlawful or unauthorized use thereof. When the Premises are not open to the Public, they will be secured in order to prevent unsupervised use or entry into the Premises. Tenant will contact law enforcement authorities when it appears necessary to protect the Premises and any persons or property thereon, and will assist in any resulting prosecution.

14. **Insurance**. The Parties recognize that Tenant, as User, is insured by its participation in the Arizona State Risk Management Program under Arizona Revised Statute Section 41-621 and any liability insurance coverage provided by Tenant is that coverage available under Arizona Revised Statute Section 41-621.

14.1. Injury Reports. By the 15th of each month, Tenant will provide to Natural Resources, Parks & Recreation whose address is provided in Section 17, a report listing any incident involving injury to persons or damage to property occurring at the Premises. If any such injury to persons requires emergency medical treatment. Tenant will contact Landlord within one (1) business day of such incident. Landlord has the right to investigate any incident involving injury to persons or damage to property occurring at the Premises and Tenant will provide Landlord with all information available to Tenant about such incident.

14.2. Waiver of Subrogation. Each party waives its claims and subrogation rights against the other for losses typically covered by property insurance coverage.

14.3. Changes to Insurance Requirements. Landlord retains the right to reasonably increase the limits or types of coverage from time to time as determined in the best interests of Landlord by Pima County Risk Management.

15. This paragraph is deleted.

16. **Tenant Not an Agent of Landlord**. Tenant is not an agent of Landlord for any purpose under this Lease or otherwise. Tenant will control activities on the Premises, and Landlord will not control those activities. Tenant's employees and servants are not under the control of Landlord.

17. **Notices.** Any notices required hereunder will be delivered personally or by certified mail, directed as follows:

If to Landlord:

Chris Cawein, Director
Natural Resources, Parks & Recreation
3500 W River Rd
Tucson, AZ 85741-3600
Phone: (520) 877-6262

If to Tenant:

Planning, Design & Construction
Attn: Director, Real Estate
University of Arizona
220 W. Sixth Street
PO Box 210300
Tucson, AZ 85721
(520) 621-1813

With a copy to:

Stephen H. Husman, Pima County Extension Director
4210 N. Campbell Avenue
Tucson, AZ 85719
Phone: (520) 626-5848

18. **Conflict of Interest.** This Lease is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Lease on behalf of Landlord is, at any time while this Lease or any extension of the Lease is in effect, an employee or agent of any other party to the Lease with respect to the subject matter of the Lease.

19. **Non-Discrimination.** Tenant agrees that during the duration of this Lease, Tenant will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin. Tenant shall comply with the provisions of Arizona Executive Order 75-5, as amended by Executive Order 99-4 and 2009-09 issued by the Governor of the State of Arizona, which is incorporated into this Lease as if set forth in full herein.

20. **Choice of Law.** The laws of the State of Arizona apply to any action relating to this Lease and any court action must be filed and maintained in a court in Pima County, Arizona.

21. **Default/Termination.**

21.1. Termination by Landlord Without Notice. In addition to and notwithstanding Landlord's right to terminate this Lease without cause upon ninety (90) days' written notice to Tenant pursuant to paragraph 4.2, Landlord may terminate this Lease immediately without advance notice to Tenant for any of the following:

21.1.1. failure of Tenant to carry the required insurance;

21.1.2. violation of any law by Tenant, or any unlawful activities carried out on the Premises;

21.1.3. any action or omission by Tenant that, in Landlord's sole judgment, causes a threat to the health or safety of the general public or the users of the facility;

21.1.4. any actions or omissions by Tenant that unduly interfere with activities of Landlord, or which unduly disturb the quiet enjoyment of neighboring property owners/occupants;

21.1.5. Tenant creates or permits any waste or nuisance on the Premises;

21.1.6. Tenant commits three (3) defaults in a twelve (12) month period, regardless of whether or not Tenant timely cured such defaults as provided below;

21.1.7. Tenant permits the consumption of alcohol on the Premises; or

21.1.8. any other activity or omission that in Landlord's reasonable judgment is not a condition subject to "cure".

21.2. Curable Default. Failure of Tenant to pay the rent in a timely manner as set forth in Section 6 above, or to provide Landlord with its Annual Report by the due date set forth in Section 7.7. above shall each constitute an event of default subject to the Opportunity to Cure provisions as set forth in Section 21.3 below.

21.3. Breach and Opportunity to Cure. Either party may present written notice of default or non-performance to the other party. For any default other than those listed in section 21.1, the non-breaching party may terminate the Lease only if the breaching party fails to cure the default within thirty (30) days of receiving the notice from the non-breaching party. Both parties may pursue any other remedies provided by law for the breach of this Lease. No right or remedy conferred or reserved is intended to be exclusive of any other right or remedy, and each is cumulative and in addition to any other right or remedy conferred or reserved in this Lease.

22. **Personal Property.** Tenant will maintain a current inventory of all items of

personal property owned by Tenant and placed or kept on the Premises by Tenant. Any items of personal property left on the Premises upon expiration or earlier termination of this Lease become the property of Landlord and Landlord may sell or otherwise dispose of them without liability to Tenant.

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

24. **Non-Waiver.** The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Lease to be performed by the other party, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future.

25. **Assignment/Subletting.** Any attempted assignment of this Lease by Tenant without prior written consent from Landlord is void. Because of the special nature of this Lease, Landlord may withhold such consent 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. This Lease is binding on any and all successors and permitted assigns. Tenant will not sublet any portion of the Premises without the prior written consent of Landlord, which consent is at Landlord's sole discretion.

26. **Entire Agreement.** This Lease constitutes the entire contract between Landlord and Tenant with respect to the Premises and no modification hereof is binding unless in writing and signed by both parties.

27. **Exhibits.** The following exhibits to this Lease are fully incorporated herein as if set forth at length:

<u>Exhibit A</u>	Description of the Property
<u>Exhibit B</u>	Depiction of the Premises

28. **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 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 Reimbursement Amount will be abated by the percentage of the total space which is unavailable or not reasonably useful to the Tenant.

29. **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 the Landlord or the Tenant without further obligation on the part of either party.

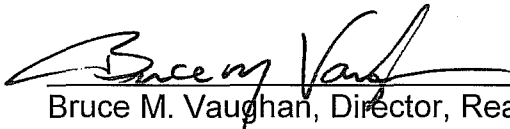
30. **Quiet Enjoyment.** Landlord warrants that Landlord owns the Property and has the full right to make this Lease. Landlord further covenants that Tenant will have quiet and peaceful possession of the Premises during the entire Term as against lawful acts of third parties and as against the acts of all parties claiming title to, or a right to possess, the Premises.

31. **Interpretation of Lease.** The parties acknowledge that each has had the opportunity to review this agreement with counsel of its or their choice. This lease will not be construed most strongly in favor nor most strongly 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 bind and inure to the benefit of the parties hereto, their successors and assigns.

32. **Non-appropriation of Funds.** 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 Pima 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 reduce the scope of this Lease if appropriate or terminate the 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 attention.

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

**TENANT: ARIZONA BOARD OF REGENTS
for and on behalf of the University of Arizona**



Bruce M. Vaughan, Director, Real Estate
Planning, Design & Construction

5/15/17
Date

LANDLORD: PIMA COUNTY, a body politic and corporate of the State of Arizona:

Chair, Board of Supervisors


Date

ATTEST:

Julie Castaneda, Clerk of the Board

Date

APPROVED AS TO CONTENT:



Chris Cawein, Director,
Natural Resources, Parks & Recreation



Neil J. Konigsberg, Manager
Pima County Real Property Services

APPROVED AS TO FORM:



5/23/17

Tobin Rosen, Deputy County Attorney, Civil Division

EXHIBIT A

CONTINENTAL COMMUNITY CENTER

530 E. Whitehouse Canyon Road, Continental, AZ 85614

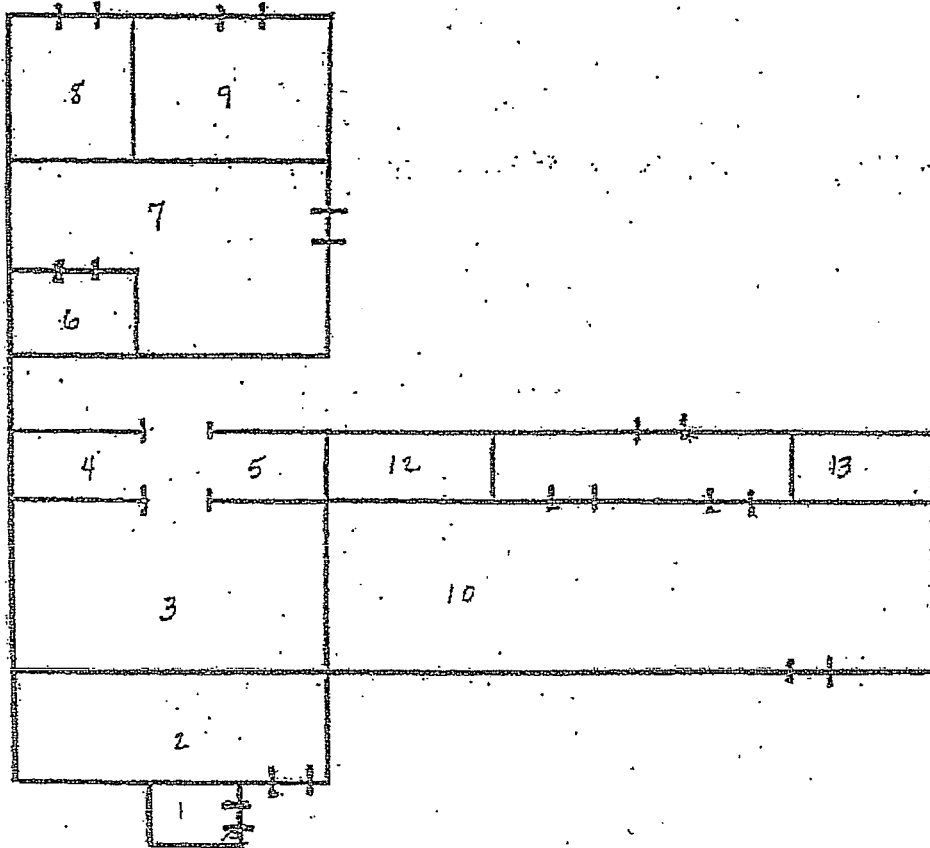
IRR PCL LYG S & W OF WHITE HOUSE CANYON RD
& E OF SPRR IN CONTINENTAL CANOA LAND GRANT
1.26 AC SEC 24-18-13

Map, Book, Parcel 304-18-9750.

Continental Community Center Exhibit "B"

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