

**OFFICE LEASE AGREEMENT BETWEEN
COCHISE COUNTY
AND
ARIZONA BOARD OF REGENTS on behalf of the UNIVERSITY OF ARIZONA
COOPERATIVE EXTENSION**

THIS AGREEMENT is made between the COUNTY OF COCHISE, a political subdivision of the State of Arizona (“COUNTY”), and the Arizona Board of Regents, a body corporate, for and on behalf of the University of Arizona Cooperative Extension (“Cooperative Extension”).

WHEREAS, Arizona Revised Statutes (“A.R.S.”) section 3-123 provides for cooperative agricultural extension work mutually agreed upon by the board of regents of the universities and state college of Arizona and the agricultural extension board of each county; and

WHEREAS, A.R.S. section 3-124(C) provides that the Board of Supervisors of each county will provide reasonable office space for the conduct of extension work in that county.

In consideration of the above and the mutual covenants contained herein, the parties agree as follows:

1. PREMISIS

- 1.1. The COUNTY agrees to provide to COOPERATIVE EXTENSION, in accordance with the provisions set forth herein, 140 square feet of office space (“Office Space”) located at 1012 N. G Avenue, Lobby Level, Suite #104, Douglas, Arizona 85607 for the uses and purposes specified herein.
- 1.2. Parking for the purpose of this Agreement is made available by the COUNTY in that COOPERATIVE EXTENSION may utilize the Cochise County employee parking lots located near the Office Space for COOPERATIVE EXTENSION employee and client parking.

- 1.3. All buildings and property are accepted by COOPERATIVE EXTENSION in their present condition. The COUNTY makes no warranty as to their condition. The Office Space, parking and other COUNTY property are provided "AS IS". THE COUNTY EXPRESSLY DISCLAIMS ANY WARRANTY OF HABITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

2. USE OF OFFICE SPACE

- 2.1. Business Office Environment. COOPERATIVE EXTENSION will occupy and use the Office Space and parking specified in paragraph 1 above solely and exclusively for COOPERATIVE EXTENSION'S business related to cooperative agricultural extension purposes. All other uses are prohibited including that COOPERATIVE EXTENSION is not authorized to use the Office Space as a residence nor for any other purpose other than as specified in paragraph 1 of this Agreement, without prior written consent of the COUNTY.
- 2.2. COOPERATIVE EXTENSION may access the County's Guest Wi-Fi but is not authorized to access any other County system, network, or printers.
- 2.3. COOPERATIVE EXTENSION will provide and utilize its own computer equipment (i.e., laptops, desktops, etc.) and printers.
- 2.4. COOPERATIVE EXTENSION may provide non-permanent signage for its office, if desired, with prior written consent of the COUNTY including as to signage form, content and placement.
- 2.5. Signs, equipment, and other personal property provided by COOPERATIVE EXTENSION will remain its property subject to the provisions of this Agreement. COOPERATIVE EXTENSION will have the right, provided it is not then in breach hereunder, at any time to remove any and all of the same, subject to the restrictions of this Agreement.
- 2.6. COOPERATIVE EXTENSION will not allow anyone to bring pets or non-service animals onto the premises.
- 2.7. COOPERATIVE EXTENSION will abide by all County facility safety/security protocols (i.e., participate in fire drills, maintain County hours of operation, no access to Office Space on County holidays or weekends, etc.)

- 2.8. COOPERATIVE EXTENSION will be provided with a key to the Office Space only. COOPERATIVE EXTENSION will not be provided with a key to the County building.
- 2.9. The COUNTY will provide one (1) desk telephone and telephone landline. The COUNTY will not provide cellular telephones. The COUNTY will provide basic office furniture to consist of: one (1) desk; one (1) chair, and one (1) filing cabinet. These items are not warranted by the COUNTY and are provided in “as is” condition.
- 2.10. COOPERATIVE EXTENSION will not conduct or permit to be conducted any public or private nuisance in the Office Space, nor commit or permit to be committed any waste thereon. COOPERATIVE EXTENSION will maintain the Office Space in a clean and wholesome condition. COOPERATIVE EXTENSION will not use or permit the Office Space to be used in any manner that is not in conformity with all federal, state, county, and municipal laws, rules, and regulations.

3. RENTAL PAYMENTS. COOPERATIVE EXTENSION will pay the COUNTY the sum of \$0 per month as and for rent for the Office Space.

4. UTILITIES AND SERVICES

- 4.1. The COUNTY will provide custodial and major structural maintenance services for the Office Space.
- 4.2. The COUNTY will pay for the costs of electricity, gas, water, the already existing Guest Wi-Fi internet and one landline telephone.
- 4.3. The COUNTY will provide maintenance, janitorial, and proper refuse handling and disposal. No hazardous wastes, as defined by the Federal government or County, will be disposed of on the premises unless by special permit. All hazardous wastes will be handled and removed from the premises in accordance with Federal and State laws, rules, and regulations.

5. TERM

- 5.1. The Term of this Agreement will be for a period of one (1) year commencing on January 1, 2025 (“Commencement Date”) and ending on December 31, 2025 (“Expiration Date”), unless sooner cancelled or terminated as provided herein.

- 5.2. This Agreement may be extended subject to mutual agreement of both parties and as approved by the Cochise County Board of Supervisors. The maximum total term will be in accordance with A.R.S. § 11-256. COOPERATIVE EXTENSION will give the COUNTY written notice of intent to renew the Agreement with sixty (60) days prior notice.
- 5.3. In the event this Agreement is not renewed, Cooperative Extension will peaceably surrender possession of the Office Space and the COUNTY's other property upon expiration of the Term of this Agreement.
- 6. ALTERATIONS, ADDITIONS, IMPROVEMENTS.** COOPERATIVE EXTENSION will not make improvements, alterations, or additions to the Office Space.
- 7. LIENS.** COOPERATIVE EXTENSION will keep the Office Space free and clear of any and all mechanics, material men and other liens arising out of COOPERATIVE EXTENSION's use and occupancy of the Office Space. Filing of a lien against this property will constitute a default of this Agreement.
- 8. ASSIGNMENT, SUBLEASE, OR LICENSE.** COOPERATIVE EXTENSION will not assign, mortgage, or encumber the premises, or any other right or privilege connected therewith, or allow any other person except agents and employees of COOPERATIVE EXTENSION to occupy the Office Space or any part thereof without first obtaining the written consent of the COUNTY for each instance. No such assignment, subletting or occupancy will be deemed a waiver, or the acceptance of an assignee, subtenant, or occupant as tenant, as a release of COOPERATIVE EXTENSION of the covenants of this lease. An unauthorized assignment, sublease, or license to occupy by COOPERATIVE EXTENSION will be void and will terminate this Agreement at the option of the COUNTY.
- 9. COMPLIANCE WITH LAWS AND REGULATIONS.** COOPERATIVE EXTENSION will comply with all federal, state and county laws, rules, and regulations, controlling or in any manner affecting the use or occupancy of the Office Space. All Cochise County regulations and ordinances as applicable to this facility or the operations therein and any future amendments thereto, are incorporated by reference into this Agreement and will be considered part of the regulations that COOPERATIVE EXTENSION must comply with under the terms of this Agreement.

10. RELATIONSHIP OF THE PARTIES.

- 10.1. No officer, employee or agent of the COUNTY will be considered an employee or agent of COOPERATIVE EXTENSION. Likewise, no officer, employee, volunteer, or agent of COOPERATIVE EXTENSION will be considered an employee or agent of the COUNTY.
- 10.2. COOPERATIVE EXTENSION will be solely and entirely responsible for the acts of its agents, employees, volunteers or officials regarding COOPERATIVE EXTENSION's use of the Office Space and parking lots.

11. INDEMNIFICATION

- 11.1. COOPERATIVE EXTENSION will defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees, from all claims, demands, suits, damages, and loss ("claim") which result from the negligence or intentional torts of COOPERATIVE EXTENSION, its agents, officers, volunteers and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts.
- 11.2. The COUNTY will hold harmless, defend, and indemnify COOPERATIVE EXTENSION, its officers, agents, and employees, from all claims, demands, suits, damages, and loss ("claims") which result from the negligence or intentional torts of the COUNTY, its agents, officers, and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts.
- 11.3. The extent of the foregoing liabilities will be limited to and determined by the respective fault of the parties, their agents, subcontractors, volunteers and employees, in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise.

12. INSURANCE

- 12.1. During the lease term, COOPERATIVE EXTENSION will, at its own expense, take out and maintain liability insurance. This liability insurance will provide a minimum of \$2,000,000 liability coverage for each occurrence and with

such insurance companies, as will be satisfactory to the COUNTY to protect and indemnify the COUNTY from all damages or claims of any kind whatsoever, arising from COOPERATIVE EXTENSION's use and occupancy of the Office Space. COOPERATIVE EXTENSION will cause these insurance policies to name the COUNTY as an additional insured.

- 12.2. In addition, COOPERATIVE EXTENSION will, at its own expense, take out and maintain business property and liability insurance in an amount sufficient to cover the value of all property owned, leased, or stored by COOPERATIVE EXTENSION on the Office Space.
- 12.3. COOPERATIVE EXTENSION will provide the COUNTY with certificates evidencing the coverage and the additional insured within thirty (30) days of signing this Agreement or prior to occupancy, whichever is sooner. A current certificate will be provided each January 2 or on the anniversary of the policy, to the COUNTY at the above address. Should insurance be canceled, notification must be sent to the COUNTY within ten (10) working days.

13. FIRE AND CASUALTY DAMAGE

- 13.1. If the Office Space will be damaged by fire or other casualty, but the Office Space are either tenantable or if untenable, the Office Space can reasonably be expected to be repaired within thirty (30) working days after the commencement of repair work, the lease will continue in full force and effect. In such case, COOPERATIVE EXTENSION may at its own cost, promptly and diligently repair and restore the Office Space to substantially the same condition existing prior to such damage. Without limiting such obligation on the part of COOPERATIVE EXTENSION, the proceeds of any insurance covering such damage or destruction will be made available to the COUNTY for such repair and restoration.
- 13.2. If the Office Space will be totally destroyed by fire or other casualty, or if the Office Space should be so badly damaged by fire or other casualty as to become untenable, and such damage cannot reasonably be expected to be repaired within thirty (30) working days after the commencement of repair work, COOPERATIVE EXTENSION may terminate the lease, without further obligation by giving thirty (30) days prior written notice of such election to terminate, to the COUNTY. In such event, then all insurance

money received or recoverable for the loss of the Office Space will belong to and be paid to the COUNTY.

14. DEFAULT OR BREACH

14.1. Each of the following events will constitute a default or breach of this Agreement by COOPERATIVE EXTENSION:

14.1.1. If COOPERATIVE EXTENSION fails to perform or comply with any of the conditions of this Agreement.

14.1.2. If COOPERATIVE EXTENSION vacates or abandons the Office Space.

14.1.3. If COOPERATIVE EXTENSION fails to maintain current, required amounts of insurance coverage.

15. CONDITIONS OF GRANTING USE

15.1. This Agreement grants COOPERATIVE EXTENSION only those rights expressly and unequivocally granted herein, and the COUNTY retains and reserves all other rights in the Office Space and parking lots.

15.2. COOPERATIVE EXTENSION agrees that the privilege to use said public facilities in common with others authorized to do so will be exercised only subject to and in accordance with the laws of the United States of America, the State of Arizona, and Cochise County; the rules and regulations promulgated by their authority and all applicable standards, rules, regulations, and ordinances of the County or by direction of the County now in force or hereafter prescribed or promulgated by County or by law.

15.3. The COUNTY reserves the right to further develop or improve all areas of the Office Space as it sees fit, regardless of the desires or views of COOPERATIVE EXTENSION, and without interference or hindrance from any such COOPERATIVE EXTENSION.

15.4. The COUNTY will maintain keys for the Office Space and with reasonable notice be allowed to inspect the Office Space as deemed necessary and appropriate.

15.5. The COUNTY may enter the Office Space at any time for the purpose of maintenance or janitorial services and in the case of fire or an emergency. The COUNTY has the right to inspect the Office Space at any time and the right to enter upon the Office Space at any time, for the purpose necessary, incidental to or connected with any matter related to the exercise of its governmental functions, or as may be required in the operation, maintenance or development of the premises, or to determine whether or not COOPERATIVE EXTENSION is in compliance with this Agreement; provided, however, that except in emergency circumstances or in situations where inspections must necessarily be undertaken during other than normal business hours, such inspections will occur only after reasonable notice to COOPERATIVE EXTENSION, during regular business hours, and in such a manner as to minimize interference with COOPERATIVE EXTENSION's use of the Office Space.

15.6. The COUNTY has the right and easement to install, maintain, repair, replace or remove and replace water or sewer pipes, electrical or phone lines, gas pipes, pavement or any other utilities or services on the Office Space along with the right to enter the Office Space to accomplish such actions related to this right at all times.

16. SECURITY

16.1. COOPERATIVE EXTENSION will, at its sole cost and expense, take such measures as may be necessary to keep the Office Space secure and safe at all times with the understanding that the COUNTY will have access to the Office Space at all times. The COUNTY has no obligation or responsibility to keep the Office Space policed, secured or safe.

16.2. COOPERATIVE EXTENSION is fully responsible for any lost, stolen, or damaged keys or access cards, and agrees that COOPERATIVE EXTENSION will reimburse the COUNTY for all costs for the replacement of such keys, door hardware cores and access cards.

17. TERMINATION

17.1. In the event of any default or breach by COOPERATIVE EXTENSION of any provisions of this Agreement, and if such default continues for a period of

thirty (30) days after written notice of default has been delivered by the COUNTY to COOPERATIVE EXTENSION, this Agreement will, at the option of the COUNTY, be terminated forthwith upon COOPERATIVE EXTENSION's receipt of a written notice of termination from the COUNTY. In such event, COOPERATIVE EXTENSION agrees to deliver peaceful and lawful possession thereof, and to pursue any other legal remedy for damages or otherwise arising out of the default by COOPERATIVE EXTENSION.

17.2. **MUTUAL CANCELLATION.** This Agreement may be terminated as to all or part of the Office Space prior to the expiration date upon written agreement signed by both the COUNTY and COOPERATIVE EXTENSION.

17.3. In the event of termination, upon expiration of the applicable term or as otherwise authorized herein, COOPERATIVE EXTENSION will vacate the premises and leave them in a good and clean condition, not worse than existed at time of occupancy, ordinary wear and tear excepted. COOPERATIVE EXTENSION will remove or arrange for the removal of all of its remaining personal property and waste from the Office Space on or before vacating the premises. Any property or materials not removed within thirty (30) days of the termination of the Agreement will be deemed to be abandoned and may be disposed of by the COUNTY at COOPERATIVE EXTENSION's expense, as the COUNTY deems appropriate.

17.4. This Agreement may be terminated for conflict of interest, pursuant to A.R.S. § 38-511.

18. RIGHTS AND REMEDIES.

18.1. The parties hereby agree to make a good faith effort to resolve any controversy or claim through informal negotiation. Any claim or controversy must first be presented in writing, with supporting documentation, to the agent of the other party. The recipient will have seven (7) days to prepare and deliver a response. Thereafter, if the parties fail to resolve the claim or controversy following a reasonable period for such resolution, but not less than ten (10) days, the aggrieved party may pursue its legal remedies in the appropriate forum.

18.2. **ARBITRATION:** The parties agree that any dispute arising under this Agreement involving the sum of \$65,000 or less in money damages only

shall be resolved by arbitration pursuant to A.R.S. § 12-1501, et. seq. The decision of the arbitrator shall be final.

- 18.3. No provision in this document will be construed, expressly or by implication, as a waiver by the COUNTY of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of any party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract or by law, or the acceptance of materials or services, or the payment for materials or services, will not release the other party(s) from any responsibilities or obligations imposed by the contract or by law, and will not be deemed a waiver of a right of a party(s) to insist upon the strict performance of the contract.

19. AMENDMENTS

- 19.1. This Agreement may be modified only by a written Amendment signed by persons duly authorized to act in this capacity on behalf of the COUNTY and COOPERATIVE EXTENSION. This Agreement may be amended only as permitted by law, in writing and upon written agreement signed by the COUNTY and COOPERATIVE EXTENSION.

- 19.2 The COUNTY reserves the right to clarify or amplify any contractual terms, with the written concurrence of COOPERATIVE EXTENSION, and such written contract will govern in case of conflict with the applicable requirements stated herein. The terms of this Agreement will take precedence and be superior to the terms or conditions of any other incorporated documents in the event of any conflict or inconsistency among these respective terms or conditions.

20. SEVERABILITY. If any provision of this Agreement or any application thereof will be invalid or unenforceable, the Agreement will remain in full force and effect if such provision was not a material inducement to the benefitted party and the remaining provisions permit the parties to achieve the practical benefits of the arrangements contemplated hereby.

21. NOTICES. Any notice to be given or other document to be delivered to COOPERATIVE EXTENSION or the COUNTY hereunder will be in writing and delivered to

COOPERATIVE EXTENSION or the COUNTY by depositing same in the United States Mail, with prepaid postage thereon and addressed as follows:

TO the COUNTY:

J. Darrel Crowley
Facilities Management
1415 Melody Lane
Bisbee, Arizona 85603

TO COOPERATIVE EXTENSION:

Carol Holden
Cochise Extension Director
450 S. Haskell Avenue
Wilcox, AZ 85643

COOPERATIVE EXTENSION must notify the COUNTY by written notice of any change in address within thirty (30) days. The COUNTY may, by written notice to COOPERATIVE EXTENSION, designate a different address. Notice will be deemed given upon delivery in case of personal delivery or five (5) days following deposit in the United States mail.

22. JURISDICTION/VENUE. This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Arizona. Any legal proceeding arising out of this Agreement will be brought in the Superior Court of Arizona, Cochise County.

23. NON-DISCRIMINATION. Neither party will unlawfully discriminate against any employee, applicant, patient, or student based on race, color, creed, sex (including sexual preference/identity), religion, marital status, disability, veteran status, age, or national origin.

24. INSPECTION AND AUDIT. The parties agree to keep all books, accounts, reports, files and other records relating to this Agreement for five (5) years after completion of this contract. In addition, the parties agree that such books, accounts, reports, files and other records will be subject to audit pursuant to A.R.S. section 35-214.

25. INDEMNIFICATION AND HOLD-HARMLESS CLAUSES. Each party (as “indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as “indemnitee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable court-awarded 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 indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

26. PUBLIC RECORDS LAWS. Notwithstanding any provision in this Agreement to the contrary, disclosure of any documents or records are subject to Arizona public records law, A.R.S. section 39-121, et. seq.

27. IMMIGRATION LAWS. The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. section 23-214(A). The parties will further ensure that each agent and sub-contractor who performs any work for the parties under this Agreement likewise complies with the State and Federal Immigration Laws.

28. CERTIFICATION PURSUANT TO A.R.S. section 35-393.01. If the parties engage in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, the parties certify they are not currently engaged in and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. section 4842 or a regulation issued pursuant to 50 U.S.C. section 4842.

29. CERTIFICATION PURSUANT TO A.R.S. section 35-394. The parties certify they do not currently, and agree for the duration of the contract, that they will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forces labor of ethnic Uyghurs in the People's Republic of China. If a party becomes aware during the term of the contract that it is not in compliance with the written certification, the party will notify the other party within five (5) business days after becoming aware of the noncompliance. If the party does not provide the other with a written certification that it has remedied the noncompliance within 180 days after the notice of the noncompliance, this Agreement terminates, except that if the Agreement termination date occurs before the end of the remedy period, the Agreement terminates on the Agreement termination date. The parties retain the legal right to inspect the other parties' records to ensure compliance with this certification for the duration of this Agreement.

30. The titles and subtitles to the paragraphs of this Agreement have no effect upon the construction or interpretation of any part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

BY THE UNIVERSITY OF ARIZONA COOPERATIVE EXTENSION:

Bruce M. Vaughn
Director of Real Estate

BY COCHISE COUNTY

Frank Antenori, Chairman
Board of Supervisors

ATTEST:

Lara Loewenheim
Clerk of the Board

APPROVED AS TO FORM:

March 3, 2025

Denise Riden

Denise Riden
Civil Deputy County Attorney