



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

Award  Contract  Grant

Requested Board Meeting Date: March 20, 2018

\* = Mandatory, information must be provided

or Procurement Director Award

**\*Contractor/Vendor Name/Grantor (DBA):**

Metropolitan Tucson Convention & Visitors Bureau d/b/a Visit Tucson

**\*Project Title/Description:**

Lease Agreement with Metropolitan Tucson Convention & Visitors Bureau d/b/a Visit Tucson for a total of 13,950 sq. ft. of office space in the second and third floors of the historic courthouse located at 115 N. Church Avenue. Tenant will also lease 1,200 sq. ft. of storage space in the El Presido garage located at 165 W. Alameda Street. The initial term is 15 years, with two options to extend, each for an additional 5 years. Tenant, who is recognized as the tourism promotion agency in Pima County, will be moving from another downtown building it owns which Visit Tucson plans to sell.

**\*Purpose:**

Tenant will use the offices for their headquarters and the storage space for supplies and property related to its operation. Leasing premises to the tenant in this historic, renovated building will complement the County's operation of its Visitor Center in the same building. Tenant will be responsible for paying rent, reimbursement of tenant improvements estimated to be \$975,000 plus interest amortized over three years, and their share of increases in operating expenses over the first year of full building operation during the lease term and any extension(s).

**\*Procurement Method:**

Exempt pursuant to Pima County Code section 11.04.020 D; lease pursuant to ARS §11-256.01.

**\*Program Goals/Predicted Outcomes:**

Tenant's headquarters will be located in a historically prominent building in downtown Tucson that will in the future also be occupied by Pima County's Visitor Center and the University of Arizona Mineral Museum.

**\*Public Benefit:**

Pima County will receive revenue during the lease term while tenant retains their headquarters in downtown Tucson that will continue to promote tourism.

**\*Metrics Available to Measure Performance:**

Pima County will benefit from the headquarters of the tenant's offices being located near the County's Visitor Center and the UA Mineral Museum, while promoting the cultural, recreational, business and housing opportunities to visitors and tourists.

**\*Retroactive:**

no.

To: COB - 3-7-18  
Ver. - 1  
995-37 (2)

Procure Dept 03/07/18 PM02:55

**Contract / Award Information**

Document Type: CTN Department Code: FM Contract Number (i.e.,15-123): 18-123

Effective Date: 3/20/2018 Termination Date: 3/19/2033 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* \_\_\_\_\_  Revenue Amount: \$ 5,373,117.

\*Funding Source(s) required: not applicable

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No

\*Is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified?  Yes  No

If Yes, attach Risk's approval

Vendor is using a Social Security Number?  Yes  No

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

**Amendment / Revised Award Information**

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

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense or  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included?  Yes  No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required:

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)  Award  Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e.,15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required:

\*Match funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? \_\_\_\_\_

Contact: Melissa Loeschen

Department: Facilities Management Department Telephone: 724-8230

Department Director Signature/Date: [Signature] 3/6/18

Deputy County Administrator Signature/Date: [Signature] 3-7-18

County Administrator Signature/Date: [Signature] 3/7/18  
(Required for Board Agenda/Addendum Items)

NO. CTN-FM-18-123

AMENDMENT NO. \_\_\_\_\_

This number must appear on all  
invoices, correspondence and  
documents pertaining to this  
contract.

## LEASE AGREEMENT

This Lease Agreement (this "**Lease**"), dated as of March 20, 2018 for reference purposes, is made and entered by and between the METROPOLITAN TUCSON CONVENTION & VISITORS BUREAU, an Arizona nonprofit corporation, dba Visit Tucson ("**Visit Tucson**"), and PIMA COUNTY, a political subdivision of the State of Arizona ("**County**").

### RECITALS

A. County owns a historic building (the "**Building**") known as the Pima County Historic Courthouse, located at 115 N. Church Avenue, Tucson, AZ. County is restoring the Building and intends to utilize some of the space for a Visitor Center.

B. The County also operates the El Presidio Parking Garage (the "**El Presidio Garage**"), located at 165 W. Alameda Street. It is an underground parking garage, under the El Presidio Plaza, west of the Building.

C. Visit Tucson receives a share of the County's hotel tax revenue as the "recognized tourism promotion agency in the county," under A.R.S. § 42-6108(C)(3).

D. Visit Tucson owns and currently occupies a building located at 100 S. Church Avenue (the "**Visit Tucson Building**"), which it intends to sell. Visit Tucson therefore needs new office space for its operations.

E. The Board of Supervisors has determined that locating Visit Tucson in the Building will complement the County's operation of its Visitor Center.

F. County is also leasing space in the Building to the Arizona Board of Regents for and on behalf of the University of Arizona (the "**University**"), for operation of a mineral museum (the "**Mineral Museum**") and related uses.

G. Notice of this lease was published in accordance with § 11-256.01.

### AGREEMENT

1. LEASE/PREMISES. In consideration of rent monies and all terms, conditions, covenants, and agreements contained herein, County hereby leases to Visit Tucson and Visit Tucson hereby leases from County the spaces within the Building and within the El Presidio Garage shown on the diagrams attached as **Exhibits A and A-1** (collectively, the "**Premises**"). The Premises consists of 8,826 square feet of office space on the second floor of the Building and 5,124 square feet of office space on the third floor (collectively, the "**Office Space**;" a total of 13,950 square feet), and approximately 1,200 square feet of climate-controlled storage space to be located on the A Level of

the El Presidio Garage (the “**Storage Space**”). A table showing the square footages for the various areas in the Building and El Presidio Garage is attached as **Exhibit A-2**.

2. **COMMON AREAS.** The Building also has certain shared areas accessible to, or used for the benefit of, all Building occupants, and their invitees including, without limitation, hallways, stairways, elevators, mechanical closets, risers and shared restrooms (collectively, the “**Common Areas**”), as shown on **Exhibit A**. Visit Tucson has the right to use the Common Areas on a non-exclusive basis together with the other Building occupants. The exterior courtyard and breezeway on the ground floor of the Building, as shown on **Exhibit A**, are not part of the Common Areas for purposes of calculating Building Operating Expenses under **Section 7(c)** below, and they are subject to use by the general public under **Section 12(c)** below, but they will be available to Visit Tucson and other Building occupants for access to their premises.

The Common Areas are at all times subject to the control and management of County and County has the right from time to time to change the area, level, location, or appearance of the Common Areas, provided that such changes do not materially interfere with Visit Tucson’s operations or use and enjoyment of the Premises or the Common Areas. County has the right at any time to temporarily close any portion of the Common Areas for the purpose of repair or modification, but shall use reasonable efforts to minimize the impact and length of such closure.

3. **PARKING.** Public parking is available throughout the downtown area, including in the El Presidio Garage, and the above-ground parking garage located at 50 W. Alameda St. (the “**Public Works Garage**”), both of which are managed by the County. Visit Tucson employees can obtain monthly parking passes for the Public Works Garage, and other downtown garages operated by the County, or may make their own parking arrangements at other parking facilities in the area. Visit Tucson may validate parking in the El Presidio garage for visitors to its Premises and pay those parking charges itself. County will keep the El Presidio Garage open for use by Building visitors during the Building Hours set forth in **Section 13(j)(ii)**. In order to ensure that the El Presidio Garage is available for Building visitors, monthly passes for that garage will not be issued by County to Visit Tucson employees. County will, however, make arrangements for Visit Tucson employees to have access to the El Presidio Garage, without charge, during any Building Hours that the Public Works Garage is closed.

4. **TERM.**

(a) **Initial Term.** The initial term of this Lease is a period of fifteen (15) years beginning on the Commencement Date as defined in **Section 6(a)** below (the “**Initial Term**”).

(b) **Extension Term.** Visit Tucson has two (2) options to extend the Initial Term of this Lease for five (5) years each (each, an “**Extension Term**”) if Visit Tucson is in material compliance with all terms and conditions of this Lease at the time Visit Tucson submits written notice to County of its exercise of an option. Each option must be exercised by Visit Tucson, if at all, not more than twelve (12) months nor less than six (6) months prior to the end of the Initial Term or

the preceding Extension Term, as applicable. “**Term**” as used in this Lease includes the Initial Term and any Extension Terms utilized.

(c) Early Termination by Visit Tucson. County acknowledges that Visit Tucson is a nonprofit organization that relies heavily on the funding it receives under A.R.S. § 42-6108 as Pima County’s recognized tourism promotion agency, and on grants from other local governments, and some private donations. If Visit Tucson at any point demonstrates that its funding or grants have dropped so significantly that, given its other obligations, it is not feasible to continue paying the sums due under this Lease, County and Visit Tucson will negotiate a mutually acceptable amendment to this Lease or, if an amendment is not mutually acceptable, Visit Tucson may terminate the Lease; provided, however, Visit Tucson will give at least ninety (90) days’ written notice of its desire to either amend this Lease or terminate the Lease as aforesaid.

5. **TENANT IMPROVEMENTS**. County will, at Visit Tucson’s expense, improve the Office Space as set forth in this **Section 5**. These improvements to the Office Space, which include everything beyond the Building shell and historic ceilings (which will be improved at County’s expense), as well as systems furniture (Herman Miller Ethospace) and fixtures, and are intended to provide Visit Tucson with “turn key” space, will be referred to as “**Tenant Improvements**.”

(a) Plans. County has, at County’s expense, developed plans and specifications necessary for permitting and constructing the Tenant Improvements (the “**Plans**”), and has awarded a contract for construction of the Tenant Improvements. The Plans, which have been reviewed and approved by Visit Tucson, are detailed on **Exhibit A-4**. Any material changes to the Plans will be submitted to Visit Tucson for its review and approval, which will not be unreasonably withheld. Based on the accepted construction bid, and the furniture plans approved by Visit Tucson, the cost of the Tenant Improvements is estimated to be \$975,000. County will inform Visit Tucson of the actual cost of the Tenant Improvements when it delivers the Certificate of Substantial Completion, as defined below.

(b) Construction. County will construct the Tenant Improvements in a good and workmanlike manner, according to the Plans.

(c) Payment. Visit Tucson will reimburse County for the actual cost of the Tenant Improvements, but in no event to exceed \$975,000 (the “**TI Cost**”), plus interest, amortized over a 3-year period. Interest will be at the net effective interest rate actually paid by the County on the certificates of participation issued by the County as authorized by the Board of Supervisors on December 19, 2017, in Resolution 2017-100, but in no event to exceed 4.5% per annum. Visit Tucson will pay the amount due in 36 equal monthly installments at the same time that it pays Base Rent, commencing on the Rent Commencement Date. Visit Tucson may, at its discretion, prepay the remaining principal balance of the TI Cost, without penalty or premium, at any time rather than make monthly principal and interest payments.

6. COMMENCEMENT DATE.

(a) Completion Notice. County will provide Visit Tucson a "**Certificate of Substantial Completion**" from County's architect on the AIA Document G-704-2017 when the Tenant Improvements are substantially complete according to AIA standards, subject only to minor "punch list" items, such that Visit Tucson can begin moving into the Premises. The date the Certificate of Substantial Completion is delivered will be the "**Commencement Date**."

(b) TI Deadline. County will use reasonable efforts to cause the Tenant Improvements to be substantially completed, as evidenced by the issuance of the Certificate of Substantial Completion, on or before December 4, 2018 (the "**TI Deadline**").

(i) County acknowledges that Visit Tucson is currently seeking to sell the Visit Tucson Building and that, if it enters into a binding agreement (the "**Sales Agreement**") to sell the Visit Tucson Building, it may become obligated to vacate the Visit Tucson Building by a particular date. If that occurs, and provided that the date agreed upon on or after the TI Deadline, and if County then fails to cause the Tenant Improvements to be substantially completed by the TI Deadline, as evidenced by the Certificate of Substantial Completion, County will (a) at its expense, by the date that Visit Tucson is obligated to be out of the Visit Tucson Building, move Visit Tucson into temporary space in the County's building located at 33 North Stone Avenue, which Visit Tucson may occupy, without paying any rent, while the Tenant Improvements are being completed; and (b) pay to Visit Tucson any liquidated damages received by the County from its contractor because of the delay. County will not, however, be obligated to do that to the extent the delay is caused by Visit Tucson or by *force majeure*.

(ii) If the Tenant Improvements are not substantially completed by February 1, 2019 (the "**TI Termination Date**"), Visit Tucson shall have the right by notice to County within 14 days after the TI Termination Date, to terminate this Lease without further obligation to County. The TI Termination Date shall be extended to the extent any delay in completing the Tenant Improvements is caused by Visit Tucson or by *force majeure*.

(c) Move-In. Visit Tucson will be given possession of the Premises upon the date of the Certificate of Substantial Completion and will be responsible for moving its personal property (including but not limited to furnishings, phone, computer and office or manufacturing/packing equipment) into the Premises, and will bear all expenses associated with move-in. Visit Tucson will coordinate its move-in with County so that any disruption to the Building's occupants is minimized as much as reasonably possible.

7. RENT.

(a) Rental Rate. Visit Tucson will pay rent, starting on the Rent Commencement Date (defined below), at the rate of Twenty and No/100 Dollars (\$20.00) per square foot per year for all the Office Space, and at the rate of Eight and No/100 Dollars (\$8.00) per square foot per year for

the Storage Space (the "**Base Rent**"). If the square footages do not change, the annual Base Rent for the first five (5) years of the Term will be Two Hundred Eighty-Eight Thousand Six Hundred and No/100 Dollars (\$288,600.00) per year. "**Rent Commencement Date**" means the earlier of (1) the date that is fourteen (14) calendar days after the Commencement Date, and (2) the date that Visit Tucson completes its move-in and is conducting business in the Office Space.

(b) **Base Rent Increases.** Starting with the sixth (6<sup>th</sup>) Lease Year (defined below), and every Lease Year thereafter, Base Rent will increase at the same rate as the increase, if any, in the Consumer Price Index, All Urban Consumers (CPI-U) – U.S. City Average, All Items, not seasonally adjusted, 1982-1984 = 100 reference base (the "**CPI**"), from the first day of such applicable Lease Year above the CPI on the first day of the immediately preceding Lease Year. A "**Lease Year**" shall be a 12-month period starting on the Rent Commencement Date (or the first day of the succeeding month if the Rent Commencement Date is not the first day of a month) and every such period thereafter during the Term.

(c) **Payment of Base Rent.** Visit Tucson will pay Base Rent in advance, in equal monthly installments of one-twelfth (1/12) of the annual Base Rent amount, on or before the Rent Commencement Date and the first day of each month thereafter during the Term, except that the first and last month's Base Rent will be prorated if necessary to reflect a partial month. Visit Tucson will send the Base Rent payments and any annual Operating Expense payments to Pima County Government, Finance-Revenue Management Division, 33 N. Stone, 6th Floor, Mail Stop DT-BAB6-404, Tucson, Arizona 85701, or may make the payments electronically with the permission of County's Director of Finance. Visit Tucson will pay interest (simple interest, not compounded) on any late payments of Base Rent, or any other sum due under this Lease, at the rate of 8% per annum from the date that is three (3) days after the date due until paid.

8. **Operating Expenses.** In addition to the Base Rent, during the Initial Term, Visit Tucson will pay its Share of increases in Operating Expenses over Operating Expenses incurred in the Base Year, as described below. Should Visit Tucson exercise its option for the first Extension Term, in addition to the Base Rent, during the Extension Term(s), Visit Tucson will pay its Share of increases in Operating Expenses over "**CPI Adjusted Operating Expenses incurred in the Base Year**," as described below. "**CPI Adjusted Operating Expenses incurred in the Base Year**" means Operating Expenses incurred in the Base Year increased at the same rate as the increase, if any, in the CPI from the first day of the Base Year to the first day of the first Extension Term.

(a) "**Operating Expenses**" means all direct and indirect costs of operating, repairing and maintaining the Building, including (but not necessarily limited to) any applicable special assessments; utilities; security; trash and recycling service; insurance premiums; elevator maintenance; pest control; the cost of maintaining and repairing Common Areas, including Building systems such as HVAC, plumbing, fire alarm system, and electrical; janitorial supplies and services; County's direct and indirect labor costs for any work done by County's own labor force; and an

administrative fee equal to 10% of the other Operating Expenses (but, for such purposes only, less insurance premiums).

(b) Exclusions. Operating Expenses shall not include any cost that is capital in nature; leasing commissions; the cost of providing tenant improvements to any tenants or the cost of renovating space leased to new tenants or space vacated by any tenant; goods or materials provided to any tenant for which separate charge to such tenant is made; advertising costs incurred in renting space in the Building; any costs or expenses for which County is or will otherwise be reimbursed or indemnified (whether by an insurer, condemnor, tenant or otherwise); overhead and administrative costs of County not directly incurred in the operation and maintenance of the Building; depreciation or amortization of the Building or its contents or components; expenses for repairs or other work the cost of which is covered by insurance carried by County or required to be carried by County hereunder; expenses in addition to leasing commissions incurred in leasing or obtaining new tenants or retaining existing tenants, including legal expenses, entertaining or promotion; interest, amortization or other costs, including legal fees, associated with any mortgage, loan or refinancing of the Building or any interest of County in the Building; expenses incurred for any necessary replacement of any item to the extent that it is covered under warranty, provided the warranty is honored; the cost of any item or service for which Visit Tucson separately reimburses County, or which County provides selectively to one or more tenants of the Building, other than Visit Tucson, whether or not County is reimbursed by such other tenant(s); legal fees relating to the ownership, construction, leasing, sale of or relating to any litigation in any way involving the Building, or any Common Areas, or to the enforcement of the terms of any lease; any interest or penalty incurred due to the late payment of any operating expense; the cost of any penalty or fine incurred for noncompliance with any applicable building or fire code or any other applicable law relating to the Building or the Common Areas; County's general office expenses, and expenses for travel, entertainment, gifts, dues, subscriptions, memberships, tuition, seminars, errors and omissions insurance, automobile allowances, provided that in no event shall the payroll, payroll related and other expenses related to any employees of County above the building manager or equivalent operational level or not working full-time on the management or operation of the Building be included in Operating Expenses, and further provided that such expenses of part-time workers may be included if equitably allocated to reflect actual time spent on the Building; the cost of overtime or other expense to County in performing work expressly provided in this Lease to be borne at County's expense; all bad debt loss, rent loss, or reserve for bad debt or rent loss; and any amount for work, goods or services provided by County which exceed the amount that would have been paid for comparable work, goods or services in an arms-length transaction between unrelated parties in the greater Tucson metropolitan area.

(c) Share. Visit Tucson's "Share" is calculated by dividing the square footage of the Office Space by the total square footage of the rentable area of the Building excluding the Common Areas, Event Areas and exterior breezeways, as those areas may change from time to time. Currently, that Share is 25.5% (13,950/54,756). "Base Year" with respect to the Initial Term means the first full fiscal year (July 1 through June 30) ("Fiscal Year") after the earlier of (1) the date that



the tenant improvements for the areas leased to the University on the Lower Level are substantially complete, and (2) the date that is 18 months after the Commencement Date of this Lease. If the second date occurs first, and the University does not occupy its premises for the entire Base Year, Operating Expenses will be adjusted to what they would have been had the University premises been occupied for the entire Base Year.

(d) Operating Expense Budgets. On or before each June 1 during the Term, County will provide Visit Tucson with a reasonably itemized budget with estimated Operating Expenses for the Fiscal Year that will begin on July 1. County will update the Operating Expense budget if significant changes occur during the Fiscal Year.

(e) Expense Reports; Payment. Within 90 days after the end of the Base Year, County will provide Visit Tucson with a reasonably itemized report showing the actual Operating Expenses for the Base Year. After the Base Year, on or before each September 30<sup>th</sup> during the Term, and 90 days following the expiration/termination thereof, County will provide Visit Tucson with a report of the actual Operating Expenses for the Fiscal Year that just ended, along with a calculation of any increase in Operating Expenses over the Base Year, and Visit Tucson's Share of that increase. Visit Tucson will pay the amount due within 30 days after receipt of the report. Actual Operating Expenses and Base Year Operating Expenses will be prorated for calculating the amount owed for any partial years.

(f) Books & Records. Visit Tucson may, by giving County seven (7) days' advance written notice, at any time during County's normal operating hours, inspect County's books and records regarding the tracking and calculation of actual Base Year and any subsequent Fiscal Year's Operating Expenses. Visit Tucson will promptly pay County for any underpayment, and will receive a credit against amounts due under this Lease in the amount of any overpayment (or if no further amounts are payable under this Lease, County will promptly pay Visit Tucson for any overpayment).

9. SQUARE FOOTAGES. The parties agree that all calculations of area in the Premises and of the Building are to be made using the methodology described in **Exhibit D** and that the square footages set forth in **Section 1** above are accurate based on the current Plans, as shown on **Exhibits A, A-1 and A-2**. If the Plans are changed, the square footages may need to be adjusted somewhat. If that occurs, County will notify Visit Tucson of the final square footages to be used for calculation of Base Rent and Visit Tucson's Share at the same time as it delivers the Certificate of Substantial Completion, but in no event will increases in the area of the Premises that are not approved by Visit Tucson increase the Base Rent or Visit Tucson's Share.

10. ALTERATIONS. Visit Tucson may from time to time during the Term make changes, alterations, additions, substitutions or improvements to the Premises (collectively, "Alterations"), at its sole cost and expense, as set forth below:

(a) Minor Alterations. Visit Tucson may make any Minor Alterations that it deems necessary or desirable to adapt the Premises for Visit Tucson's use and occupancy, provided the cost is below \$50,000. "Minor Alterations" means alterations that do not involve structural work or changes, removing walls, changing ceilings, constructing new or closing off existing interior or exterior door openings, or modification of the electrical, plumbing, security, fire sprinkler, or HVAC systems. Before beginning any Minor Alterations with a cost in excess of \$10,000, Visit Tucson will notify the County Facilities Management Director, in writing, and provide a general description of the Alterations.

(b) Substantial Alterations. Visit Tucson may make no Alterations that (i) will cost in excess of \$50,000 (which amount shall be subject to increase in the same manner as is Base Rent under **Section 7(b)**); or (ii) are not Minor Alterations, unless Visit Tucson first obtains County's written approval of plans and specifications for the Alterations. County will not unreasonably withhold, delay or condition its approval.

(c) Construction. All Alterations will be carried out by Visit Tucson using licensed contractors and subcontractors in good standing with the Arizona Registrar of Contractors and reasonably acceptable to County. The work will be done in a manner that does not materially interfere with the business of any other Building occupant. The work will be completed promptly and in a good and workmanlike manner in compliance with any approved plans and specifications, and with all governmental permits and requirements, and Title 34 of the Arizona Revised Statutes (including the requirements for obtaining payment and performance bonds). Visit Tucson will require all of its contractors to name the County as additional insured on all insurance policies covering work performed. Visit Tucson will pay any penalties or fines incurred for noncompliance with any applicable building or fire code or other applicable law relating to the Alterations, and will correct any such noncompliance.

(d) Liens. Visit Tucson will timely pay all contractors, subcontractors, mechanics, laborers, or materialmen providing materials or services with respect to the Alterations, and will not permit any lien to attach to the Premises or any interest therein, and will indemnify and defend County against all legal costs and charges resulting from any such lien.

(e) County Inspection. During construction, the Alterations will be subject to inspection by representatives of County who will be permitted access and the opportunity to inspect the Alterations at all reasonable times, but this provision will not in any way whatsoever create any obligation on County to conduct such an inspection.

## 11. VISIT TUCSON'S USE OF PREMISES.

(a) Access; Permitted Uses: Visit Tucson, using keys, key cards or the like provided by County, will have access to the Premises 24-hours per day, every day of the year, subject to *force majeure*. Visit Tucson will use the Office Space as its operational headquarters and for

office uses ancillary thereto, and the Storage Space for storage of property and supplies related to its operation.

(b) Prohibited Activities: Visit Tucson will not permit any unlawful activities on the Premises or any activities that unreasonably interfere with activities of other Building occupants or visitors.

(c) Hazardous Materials Prohibited; Clean Air Act. Visit Tucson 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 Visit Tucson, its agents, employees, contractors or invitees, without the prior written consent of County, other than such hazardous or toxic materials or substances that are necessary or useful to Visit Tucson's business and will be used, kept and stored in a manner that complies with all laws regulating any such materials or substances. Visit Tucson'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. Visit Tucson will remediate and clean up, at its sole cost and expense, any contamination of the Premises not caused by County occurring during the Term of this Lease.

(d) Rules and Regulations. Visit Tucson and its employees, agents, contractors and invitees will abide by rules and regulations for the Building that are reasonably established from time to time by County concerning, among other things, sanitation, handling of trash and debris, loading and unloading of trucks and other vehicles, safety and security, and procedures and use of Common Areas. Such rules and regulations will be applied in a non-discriminatory manner and will not unduly limit or impair Visit Tucson's permitted use of the Premises. The current rules and regulations are attached as Exhibit B. In the event of any inconsistency between this Lease and the rules and regulations, this Lease shall control.

## 12. USE OF OTHER AREAS OF THE BUILDING.

(a) Visitor Center. County intends to utilize space on the first floor of the Building for operation of a visitor center (the "Visitor Center"), as shown on Exhibit A. County anticipates contracting with a third party for operation of the Visitor Center. A portion of the Visitor Center space will be used for retail sales and displays. Other areas in the Visitor Center will be made available to Visit Tucson, and other Building occupants and local organizations, on a fair and reasonable basis, for installation of museum-quality displays providing information about nature, culture, history and recreation of the region, and for information centers showcasing local attractions and resources.

If Visit Tucson items are sold in the Visitor Center, Visit Tucson will pay County 5% of the gross proceeds of those sales. During any period of time that Visit Tucson items are being sold in the Visitor Center, Visit Tucson will submit this payment to the County's Finance Revenue Division at the address stated in Section 7(c), on a quarterly basis, along with a report showing its gross sales and the calculation of the 5%.

(b) Mineral Museum. Visit Tucson acknowledges that County is leasing space on the first floor, and in the lower level, to the University, for use as a public gem-and-mineral museum and related uses. Any additional leases entered into by the County for space within the Building must be for uses compatible with the Visitor Center concept, Visit Tucson's operations, and with the operation of the mineral museum. The County will give priority to uses that complement and enhance the Visitor Center, mineral museum, and Visit Tucson's operations.

(c) Event Areas. County intends to utilize space on the first floor of the Building for an auditorium, and space on the second floor as a large event/meeting room (the "Conference Room"), as shown on Exhibit A. The second floor also contains a historic courtroom, which will be preserved as such. All those areas, as well as the exterior breezeway and courtyard and exterior-access restrooms, warming kitchen, and snack shop, will be referred to in this Lease as "Event Areas." The costs of operating, repairing and maintaining the Event Areas shall not be included in Operating Expenses.

The County will from time to time use, or allow others to use, one or more of the Event Areas for public events and special private events. Visit Tucson may reserve and utilize the Event Areas as well, following normal County procedures, on a first-come-first-served basis. County will charge modest fees for the use of these Event Areas to offset some of the cost of operating the Event Areas. Visit Tucson will not be charged a fee for up to 30 uses of the Conference Room during any 12-month period.

Some of the outside events, such as "Tucson Meet Yourself," an annual event with which Visit Tucson is familiar, will be for several days' duration and may involve substantial set-up and attract significant crowds, which may be a temporary inconvenience for Building occupants. County will give Visit Tucson as much prior notice of these events as is practical under the circumstances and will use reasonable efforts to minimize inconvenience to Visit Tucson. Events permitted by the County will not materially interfere with Visit Tucson's use of its Premises or Common Areas; Visit Tucson will have free and clear access to its Premises during events.

### 13. REPAIRS, SERVICES & UTILITIES.

(a) Repairs. Subject to Section 22 of this Lease concerning damage resulting from a casualty, County will maintain, repair and replace, as necessary, the Building and Premises, except as provided below. This includes the roof, structural portions of the Building, and Building systems such as HVAC systems, plumbing (in-wall plumbing) and mechanical systems, elevators, electrical systems and fire and life safety systems. Visit Tucson is solely responsible for the maintenance, repair and replacement, as necessary, of its office equipment, phones, computers and furnishings.

(b) Notification to County. In the event of needed repairs, maintenance or replacements to the Building or Premises, Visit Tucson will notify County or its agent of the same via e-mail at [FM-TenantRequest@pima.gov](mailto:FM-TenantRequest@pima.gov) or by phone at 520-724-3085, and County will cause

such repairs and/or replacements as are necessary to correct such condition to be done within a reasonable period of time during County's business hours, except in the event of an emergency, in which case County will expedite the response.

(c) Janitorial. Visit Tucson is responsible for providing and paying for janitorial services to the Premises. Visit Tucson's janitorial contractor must obtain and maintain, during the entire period that it is performing work in the Premises, commercial general liability insurance of \$1,000,000 per occurrence, and workers' compensation insurance in statutory amounts if required by law, and must cause County to be named as an additional insured on the liability policy. Visit Tucson must provide proof of this insurance to County prior to the janitorial contractor performing any work in the Premises.

(d) Security. County will provide security services consisting of a security guard who, during the night, periodically checks a number of downtown County buildings. County, at its expense, will install, operate, maintain and monitor a County standard security system for the building door entries. Visit Tucson is responsible for providing and paying for any additional security for the Premises.

(e) Equipment. Visit Tucson will maintain, repair and replace all equipment including but not limited to security cameras, office machines, and any other equipment provided and installed by Visit Tucson.

(f) Visit Tucson Damage. Visit Tucson will promptly repair any damage done to the Premises, the Common Area, or the Building caused by any employee, agent, contractor or invitee of Visit Tucson.

(g) Access to the Premises. Visit Tucson will permit County and County's authorized representatives to enter the Premises during Visit Tucson's business hours for purposes of inspection, making any repairs and performing any work therein as may be necessary for County to comply with the provisions of this **Section 13**. County shall give Visit Tucson 24-hours' notice of such intended entry, except in the event of emergency. Visit Tucson will supply County with keys or keycards to the Premises. County and County's authorized representatives will have access to the Premises twenty-four (24) hours per day, seven (7) days per week to respond to emergencies or to make emergency repairs. County, in the performance of any such work, will cause as little inconvenience, annoyance, disturbance, or damage to Visit Tucson as may reasonably be possible under the circumstances.

(h) Utilities. County will provide all utilities to the Premises and the Common Areas, including electricity, water, sewer, and weekday exterior trash and recycling collection sufficient for the ordinary operations of the Building's occupants. Visit Tucson will pay any costs incurred by the County to provide any additional exterior trash or recycling pick up requested by Visit Tucson.

(i) Telephone/Internet. Visit Tucson is responsible for obtaining and paying for all telecommunications, cabling, and data services.

(j) After-hours HVAC.

(i) HVAC will be furnished to the Office Space between 6am and 6pm, Monday through Friday, and Saturday between 10am and 1pm, excluding State-recognized holidays in a manner and in amounts customary for newly refurbished Class A office space, but taking into account the age and existing exterior shell of the Building. If Visit Tucson plans to use the Office Space during other times and wishes to have HVAC provided, it must notify County Facilities Management via e-mail at [FM-TenantRequest@pima.gov](mailto:FM-TenantRequest@pima.gov) or by phone at 520-724-3085. County will make reasonable efforts to accommodate the request, but will not be liable for any failure to provide HVAC if the request is not made at least 24 hours in advance.

(ii) In addition to Base Rent and its Share of Operating Expenses, Visit Tucson will pay a standard hourly charge for any period of time that HVAC is provided to the Office Space outside of the following hours: 6am to 6pm, Monday through Thursday; 6am to 10pm on Friday; 10am to 10pm on Saturday, and 12pm to 5pm on Sunday ("**Building Hours**"). The rate for the hourly charge is currently \$50.00. The County may from time to time increase the rate if the cost of electricity increases.

(k) Emergency Notification. In the event of an emergency involving the Premises, Visit Tucson will notify County or its agent, via e-mail at [FM-TenantRequest@pima.gov](mailto:FM-TenantRequest@pima.gov) or by phone at 520-724-3085, as soon as possible.

14. LICENSURE and REGISTRATION. Visit Tucson will apply for and obtain any license, registration or permit that is required for its activities on the Premises and will maintain such license, registration or permit in good standing throughout the Term of this Agreement.

15. TAXES. Visit Tucson is responsible for all taxes, if any, related to this Lease, the Premises, Visit Tucson's payment of or the County's receipt of Base Rent or any other sums due under this Lease, or Visit Tucson's personal property.

16. INSURANCE.

(a) County. County is responsible for fire and other property insurance for the Building and for commercial general liability insurance covering the Common Areas and Event Areas, and may self-insure for such losses. County will, to the extent permitted by law, indemnify, defend and hold Visit Tucson harmless from claims, loss, liability or damage suffered or incurred by Visit Tucson as a result of occurrences in the Common Areas or Event Areas that are caused by any negligent or intentionally wrongful acts or omissions of the County, or any of its employees, officials, agents, or contractors. Visit Tucson will indemnify, defend, and hold County harmless from claims, loss, liability or damage suffered or incurred by County as a result any negligent or

intentionally wrongful act of Visit Tucson or any of its employees, agents, or contractors, in connection with this Lease or its use or occupancy of the Premises and the Building.

(b) Visit Tucson. Visit Tucson is responsible for insuring its personal property brought to the Premises. Visit Tucson will provide commercial general liability insurance or its equivalent in the amount of two million dollars (\$2,000,000.00) each occurrence. The policy must be endorsed to include County as an additional insured. Visit Tucson's Worker's Compensation coverage must contain a waiver of subrogation against County if commercially available. Visit Tucson must provide County with evidence of insurance prior to moving into the Premises. Visit Tucson's insurance must be primary insurance and non-contributory with respect to all other available sources.

(c) Waiver of Subrogation. Notwithstanding any other provision in this Lease to the contrary, Visit Tucson and County each hereby waives any and all rights of recovery against the other, or against the officers, partners, employees, members, managers, agents, and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against and actually covered (or where such loss or damage is required hereunder to be insured against and if so insured would have been covered) under any insurance policy in force at the time of such loss or damage, but such waiver extends only to the extent of the actual insurance coverage (or the coverage that would have been applied if the insurance that is required hereunder had been obtained). Visit Tucson and County shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease. Notwithstanding the foregoing, should County elect to self-insure, such waiver shall apply directly to County.

## 17. DEFAULT.

(a) Visit Tucson Default. The occurrence of any one or more of the following events constitutes a default and breach of this Lease by Visit Tucson for which County may terminate this Lease:

(i) *Monetary Obligations*. The failure by Visit Tucson to make any payment required to be made by Visit Tucson hereunder, as and when due, where such failure shall continue for a period of ten (10) calendar days after written notice from County that such payment is due.

(ii) *Violation of Law*. Use of the Premises for any unlawful or illegal purpose and such use shall continue for a period of three (3) days after written notice from County; provided that Visit Tucson is not entitled to the benefit of more than one (1) such grace period of three (3) days under this subparagraph ii) during the Term of this Lease.

(iii) *Health and Safety Violation*. Any action or omission by Visit Tucson 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 and such use continues for a period of two (2) business days after written notice from County; provided, however, that if the nature of Visit Tucson's default is such that more than two (2) business days are reasonably required for its cure, then Visit Tucson will not be in default if Visit Tucson commences such cure within said two (2) business day period and thereafter diligently prosecutes such cure to completion provided such cure is completed within thirty (30) days of the notice by County, and provided Visit Tucson takes any steps necessary to mitigate any impact on the health or safety of the general public and users of the Building during the cure period.

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

(b) County Default. County will be in default hereunder if County fails to perform any covenant or condition of this Lease to be performed by County and such failure continues for thirty (30) days after written notice and demand from Visit Tucson, unless the failure is of such a character as to reasonably require more than thirty (30) days to cure, in which event County will be in default only if it fails to initiate the cure within thirty (30) days, and thereafter fails to diligently pursue the same to completion.

(c) Remedies. Either party may pursue any remedies provided by law and in equity for the breach or default of this Lease, including termination of the Lease.

18. NOTICES. All notices to be given under this Lease will be in writing and be either served personally or sent by certified or registered mail, return receipt requested, to the parties as indicated below or to such other persons, or addressees as either party may designate in writing to the other party:

VISIT TUCSON: Visit Tucson  
115 N. Church Avenue  
Tucson, Arizona 85701  
Attn: President and Chief Executive Officer

COUNTY: 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

19. **ASSIGNMENT & SUBLETTING.** Visit Tucson does not have the right to assign its rights under this Lease or sublease the Premises in whole or in part without the prior written consent of the County. The County may not unreasonably delay, condition or withhold its consent, but it will be reasonable for County to refuse to approve a proposed assignee or subtenant whose purpose and operations are, in County's reasonable judgment, inconsistent with the special nature of the Building and its other occupants. No consent by County to an assignment or subletting will release Visit Tucson from any of its obligations under this Lease.

20. **FURNISHINGS.** Visit Tucson has the right to remove from the Premises all furnishings, fixtures, and equipment installed in the Premises by Visit Tucson or by County as part of the Tenant Improvements. However, in removing any such furnishings, fixtures, or equipment, Visit Tucson will make repairs at Visit Tucson's expense, to reasonable County standards, so the Premises are left in an unfurnished "rentable" condition, or at Visit Tucson's option and with County's approval, will leave said items in place and they will become the property of County. Visit Tucson shall have no obligation to remove those portions of the Tenant Improvements that are built in or attached to the Premises.

21. **NO LIENS OR INTERFERENCE.** Visit Tucson agrees not to incur, or if incurred to promptly remove, any obligations, judgments or other actions which result in a lien or encumbrance on the Premises or Building.

22. **DESTRUCTION OF PREMISES.** If at any time during the Term of the Lease or any extension hereof, the Premises or the Common Areas become partially or totally destroyed by reason of any damage by fire, flood, hurricane, windstorm or other casualty or act of God and the County cannot or does not fully repair the Premises or the Common Areas within ninety (90) days through no fault of the Visit Tucson then Visit Tucson will be relieved of any further obligation, duty or liability under this Lease. If the Premises or the Common Areas 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 Visit Tucson's Base Rent and all other amounts payable under this Lease will be abated by the percentage of the total space which is unavailable or not reasonably useful to Visit Tucson.

23. **CONDEMNATION.** If all or any part of the Premises or any Common Areas necessary to the use and enjoyment thereof are taken under the power of eminent domain or sold under the threat of exercise of that power, this lease may be terminated by County or Visit Tucson without further obligation on the part of either party.

24. QUIET ENJOYMENT. County warrants that County is seized of the Premises and has the full right to make this Lease. County further covenants that Visit Tucson 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.

25. CHANGE IN OWNERSHIP. If ownership of the Premises or the name or address of the party entitled to Base Rent or other sums due hereunder is changed, Visit Tucson may, until receipt of written notice of such change, continue to pay Base Rent and such other sums to the party to whom and in the manner in which the last preceding installment of Base Rent was paid. Visit Tucson will not be subject to double liability for any Base Rent or other sums so paid.

26. SURRENDER/HOLDING OVER. On termination of Visit Tucson's occupancy, Visit Tucson will surrender the Premises in the condition in which Visit Tucson is required to maintain them under this Lease. If Visit Tucson for any reason and with written consent of County remains in possession after the expiration of the Term (including any optional extension), or after the date specified in any notice of termination given by either party, such possession will be a month to month tenancy subject to termination with 30-days written notice, subject to all conditions of this Lease other than the term hereof, at a monthly rent equal to that accruing during the last month of the preceding term.

27. INTERPRETATION OF LEASE. The parties acknowledge that each has had the opportunity to review this Lease 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 shall 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.

28. ENTIRE AGREEMENT. This agreement contains the entire agreement between the parties and all previous agreements, negotiations, or understandings are superseded by and merged in this Lease. This Lease may be modified by the parties only by writing executed with the same formalities as this Lease.

29. 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.

30. NON-DISCRIMINATION IN EMPLOYMENT. The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09 which is incorporated into this Lease as if set forth in full. During the performance of this Lease, neither party will 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.

31. STATE OBLIGATION. The parties recognize that the performance by County may be dependent upon the appropriation of funds by the Board of Supervisors of the County, or the

availability of funding from other sources. Should the Board of Supervisors fail to appropriate the necessary funds for maintaining the County's responsibilities under this Lease, County may reduce the scope of this Lease if appropriate or cancel the Lease without further duty or obligation. In the event of any such reduction in scope that has a material effect on Visit Tucson's rights under this Lease, Visit Tucson shall have the right to terminate this Lease without further obligation to the County. County will notify Visit Tucson as soon as reasonably possible after the adoption of any budget that does not include an adequate appropriation for the Building.

32. CONFLICT OF INTEREST. This Lease is subject to cancellation pursuant to the provisions of Arizona Revised Statutes § 38-511 regarding Conflict of Interest.

33. 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 does not obligate County 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.

34. SUSTAINABILITY PLAN. In accordance with the County's Sustainability Plan, Visit Tucson will use all reasonable efforts to use recycled products or re-use and recycle materials used in the Premises.

35. APPLICABLE LAW. The parties will comply with all applicable federal, state and local laws, rules, regulations, standards, Executive Orders, and Pima County Board of Supervisors' policies, including Policy Number C. 3.18 entitled "Tobacco-Free Environment," shown in Exhibit C without limitation to those designated within this Lease. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Lease and any disputes hereunder. Any action relating to this Lease will be brought in the state or federal courts in the State of Arizona sitting in Pima County. Any changes in the governing laws, rules, regulations, and Board of Supervisors' policies during the terms of this Lease will apply but do not require an amendment.

36. ATTORNEYS' FEES. If either party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party shall be entitled to its reasonable attorneys' fees and costs in any such action, on trial or appeal, to be paid by as fixed by the court. If Visit Tucson or County shall be in breach or default under this Lease, such party (the "**Defaulting Party**") shall reimburse the other party (the "**Non-Defaulting Party**") upon demand for any costs or expenses that the Non-Defaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include reasonable attorneys' fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF, the parties have executed this lease as of the date first written above.

METROPOLITAN TUCSON CONVENTION  
AND VISITORS BUREAU, an Arizona  
nonprofit corporation

PIMA COUNTY, a political subdivision  
of the State of Arizona

By: Bt DeRaad  
Brent DeRaad

By: \_\_\_\_\_  
Richard Elias  
Chairman, Board of Supervisors

President & Chief Executive Officer

Date: March 6, 2018

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

ATTEST:

\_\_\_\_\_  
Julie Castaneda  
Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:




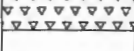
[Signature] 3/6/18  
Lisa Josker  
Director, Facilities Management Dept.

APPROVED AS TO FORM:

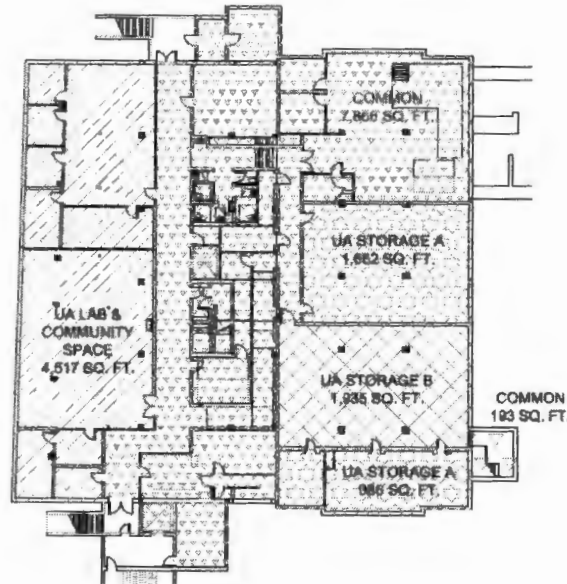
[Signature]  
Deputy County Attorney  
**REGINA NASSEN**

Exhibits:

- Exhibit A: Site Plan of Building
- Exhibit A-1: Site Plan of Level A of El Presidio Garage
- Exhibit A-2: Building Square Footages
- Exhibit A-3: Intentionally Deleted
- Exhibit A-4: Description of Plans, and Space Plan for Office Space
- Exhibit B: Rules and Regulations
- Exhibit C: Tobacco-Free Environment Policy
- Exhibit D: square footage methodology

	UA LAB & COMMUNITY SPACE	4,517 S.F.
	UA STORAGE A	2,647 S.F.
	UA STORAGE B	1,935 S.F.
	COMMON	8,059 S.F.
	GROSS	17,158 S.F.

**EXHIBIT A**



LOWER LEVEL

1

SCALE: 1/32" = 1'-0"



PIMA COUNTY FACILITIES MANAGEMENT, 150 WEST CONGRESS, TUCSON ARIZONA 85701 (520)724-3085

CFM.XOCH03

**BUILDING MEASUREMENTS**

**HISTORIC PIMA COUNTY COURTHOUSE**  
115 N. Church Ave, Tucson, AZ 85701

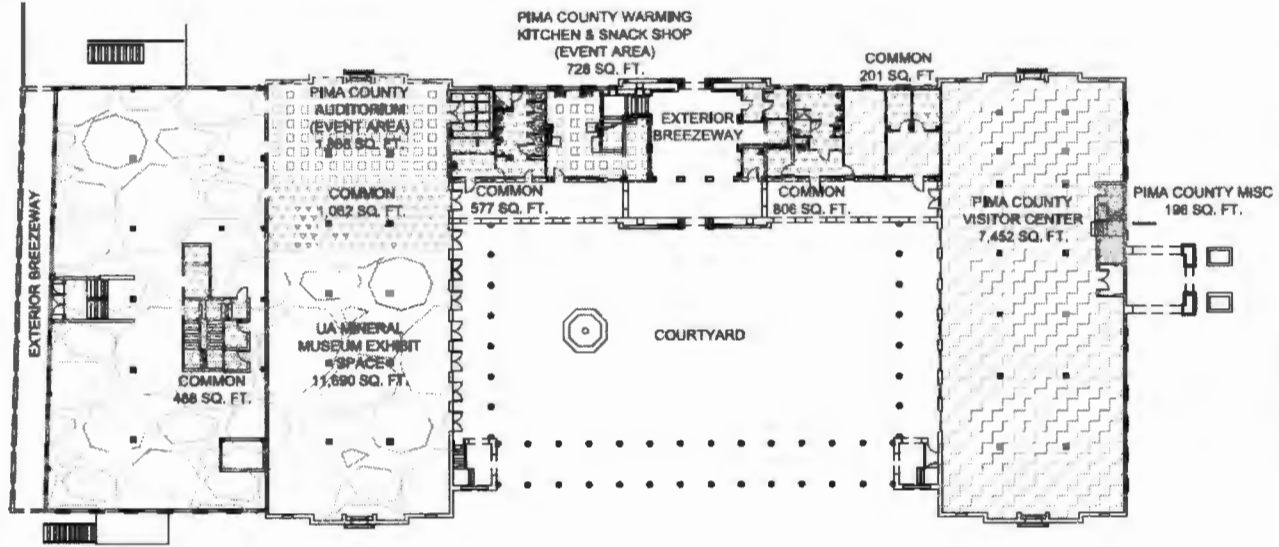


DATE: 2/12/2018

SHEET NO:

**11**

	UA MINERAL MUSEUM EXHIBIT SPACE	11,690 S.F.
	PIMA COUNTY VISITOR CENTER	7,452 S.F.
	PIMA COUNTY (EVENT AREA)	2,596 S.F.
	PIMA COUNTY MISC	196 S.F.
	COMMON	3,134 S.F.
	GROSS	25,068 S.F.



1 ————— SCALE: 1/32"=1'-0" ————— N

PIMA COUNTY FACILITIES MANAGEMENT, 150 WEST CONGRESS, TUCSON ARIZONA 85701 (520)724-3085

**BUILDING MEASUREMENTS**

**HISTORIC PIMA COUNTY COURTHOUSE**  
115 N. Church Ave, Tucson, AZ 85701

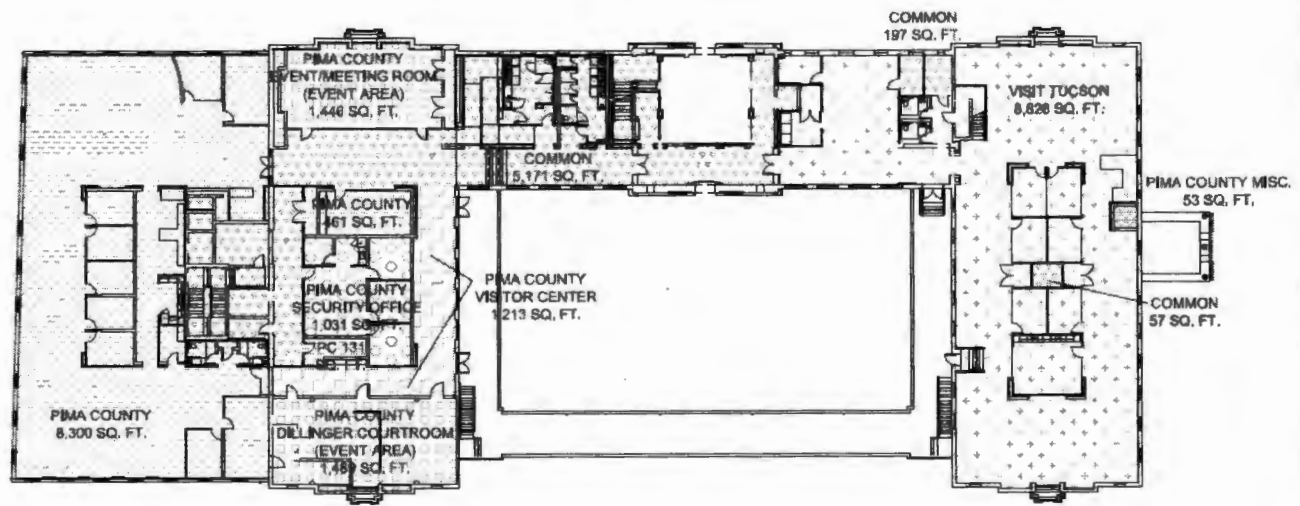


DATE: 2/12/2016

SHEET NO:  
**1**

CFM.XOCH03

	VISIT TUCSON OFFICES	8,826 S.F.
	PIMA COUNTY OFFICES	8,892 S.F.
	PIMA COUNTY SECURITY OFFICE	1,031 S.F.
	PIMA COUNTY VISITOR CENTER	1,213 S.F.
	PIMA COUNTY MISC	53 S.F.
	PIMA COUNTY DILLINGER COURTROOM (EVENT AREA)	1,489 S.F.
	PIMA COUNTY EVENT/MEETING ROOM (EVENT AREA)	1,448 S.F.
	COMMON	5,425 S.F.
	<b>GROSS</b>	<b>28,375 S.F.</b>



SECOND FLOOR

1

SCALE: 1/32"=1'-0"



PIMA COUNTY FACILITIES MANAGEMENT, 150 WEST CONGRESS, TUCSON ARIZONA 85701 (520)724-3085

**BUILDING MEASUREMENTS**


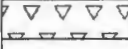
**HISTORIC PIMA COUNTY COURTHOUSE**  
115 N. Church Ave, Tucson, AZ 85701





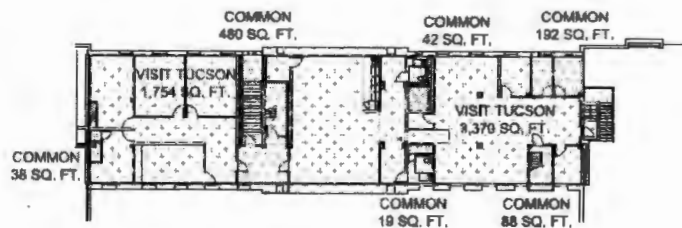
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SHEET NO:

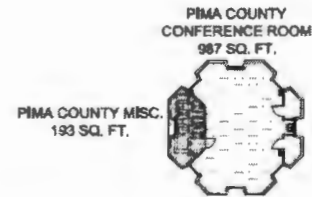
**2**

	VISIT TUCSON	5,124 S.F.
	COMMON	859 S.F.
	GROSS	5,983 S.F.

	PIMA COUNTY CONFERENCE ROOM	987 S.F.
	PIMA COUNTY MISC	193 S.F.
	GROSS	1,180 S.F.



1 ————— SCALE: 1/32"=1'-0" 




2 ————— SCALE: 1/32"=1'-0" 

CFM.XOCH03

BUILDING MEASUREMENTS

HISTORIC PIMA COUNTY COURTHOUSE  
115 N. Church Ave, Tucson, AZ 85701



PIMA COUNTY FACILITIES MANAGEMENT, 150 WEST CONGRESS, TUCSON ARIZONA 85701 (520)724-3085

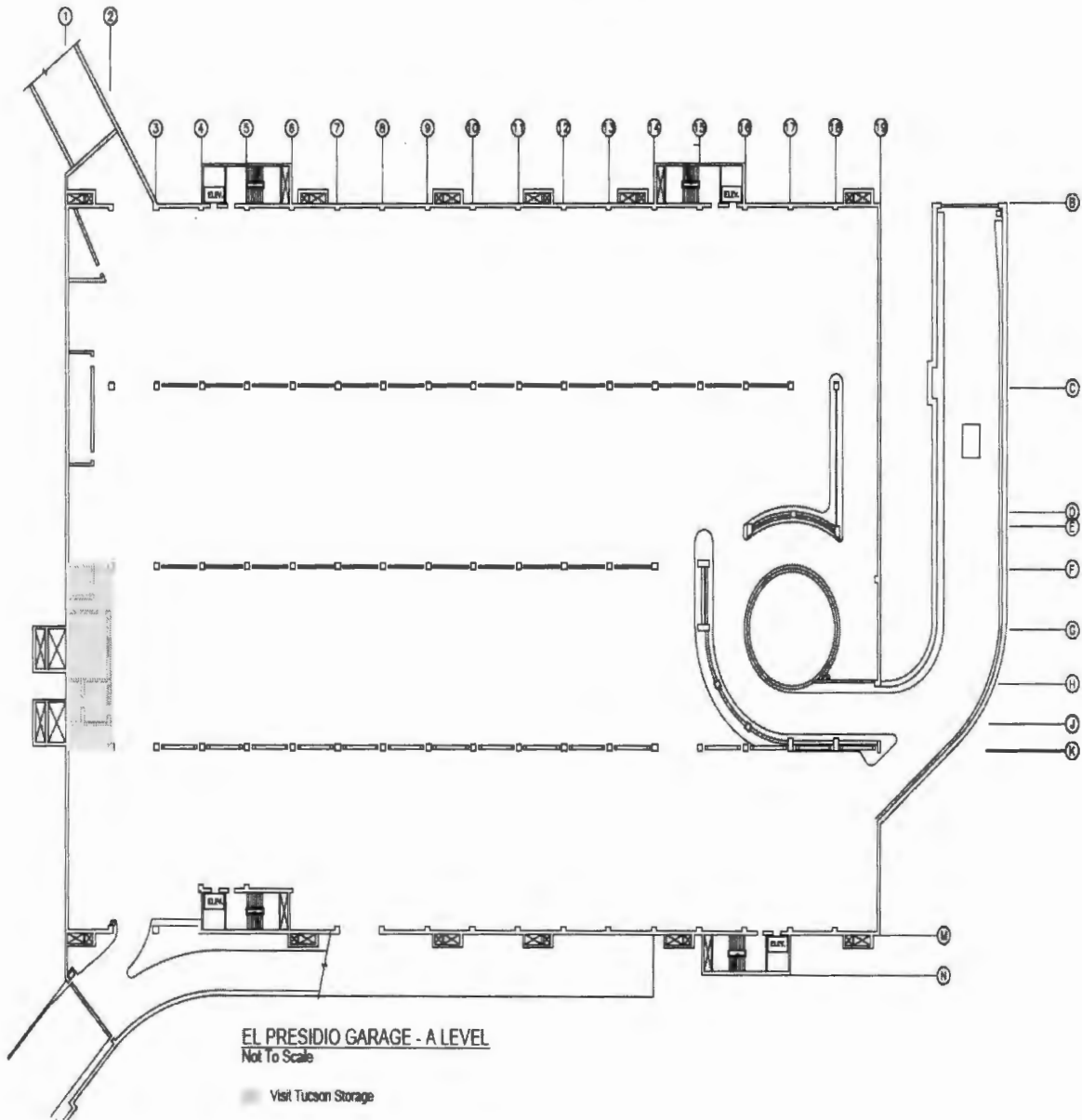
DATE: 2/12/2016

SHEET NO:  
**3**



# EXHIBIT A-1

EXHIBIT A1



## EXHIBIT A-2

### Historic Courthouse Square Footage Calculations

### EXHIBIT A2

	Tenant	HCH Bldg Sq Ft	Visit Tucson Sq Ft	UA Sq Ft	Pima County Visitor Center Sq Ft	Pima County Sq Ft	Common Area	Visit Tucson Storage (El Presidio Garage)
<b>Basement (17,158 GSF)</b>								
	UA Lab & Community Space	UA		4,517				
	Storage Area A	UA		2,647				
	Storage Area B	UA		1,935				
	* Common Area						8,059	
	<b>Basement Total</b>		<b>17,158</b>	<b>9,100</b>	<b>0</b>	<b>0</b>	<b>8,059</b>	
<b>First Floor (25,068 GSF)</b>								
	Mineral Museum	UA		11,690				
	Visitor Center (north)	Pima County			7,452			
	Warming Kitchn/Snackshop	Pima County				728		
	Auditorium	Pima County				1,868		
	Misc	Pima County				196		
	* Common Area						3,134	
	<b>First Floor Total</b>		<b>25,068</b>	<b>11,690</b>	<b>7,452</b>	<b>2,792</b>	<b>3,134</b>	
<b>Second Floor (28,375 GSF)</b>								
	Offices	Visit Tucson	8,825					
	Offices	Pima County				8,892		
	Vet Sec Offices	Pima County				1,031		
	Visitor Center	Pima County			1,213			
	Misc	Pima County				53		
	Dillinger Crim	Pima County				1,489		
	Event/Meeting Rm	Pima County				1,446		
	* Common Area						5,425	
	<b>Second Floor Total</b>		<b>28,375</b>	<b>8,825</b>	<b>0</b>	<b>12,911</b>	<b>5,425</b>	
<b>Third Floor (5,983 GSF)</b>								
	Offices	Visit Tucson	5,124					
	* Common Area						859	
	<b>Third Floor Total</b>		<b>5,983</b>	<b>5,124</b>	<b>0</b>	<b>0</b>	<b>859</b>	
<b>Fourth Floor (1,180 GSF)</b>								
	Conference Room	Pima County				987		
	Misc	Pima County				193		
	<b>Fourth Floor Total</b>		<b>1,180</b>	<b>0</b>	<b>0</b>	<b>1,180</b>	<b>0</b>	
<b>El Presidio Garage Storage (1,200 GSF)</b>								
	Storage	Visit Tucson						1,200
	<b>El Presidio Garage Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,200</b>
	<b>TOTAL SQ. FT.</b>		<b>77,764</b>	<b>13,950</b>	<b>20,789</b>	<b>16,883</b>	<b>17,477</b>	<b>1,200</b>
	<b>Percentage of TOTAL SQ FT</b>		<b>18%</b>	<b>27%</b>	<b>11%</b>	<b>22%</b>	<b>22%</b>	

\* Common Area: Restrooms, stairwells, vertical chases, elevator lobbies, hallways, electrical/mechanical rooms, IDF rooms and janitor closets

01/17/2018

**EXHIBIT A-3**

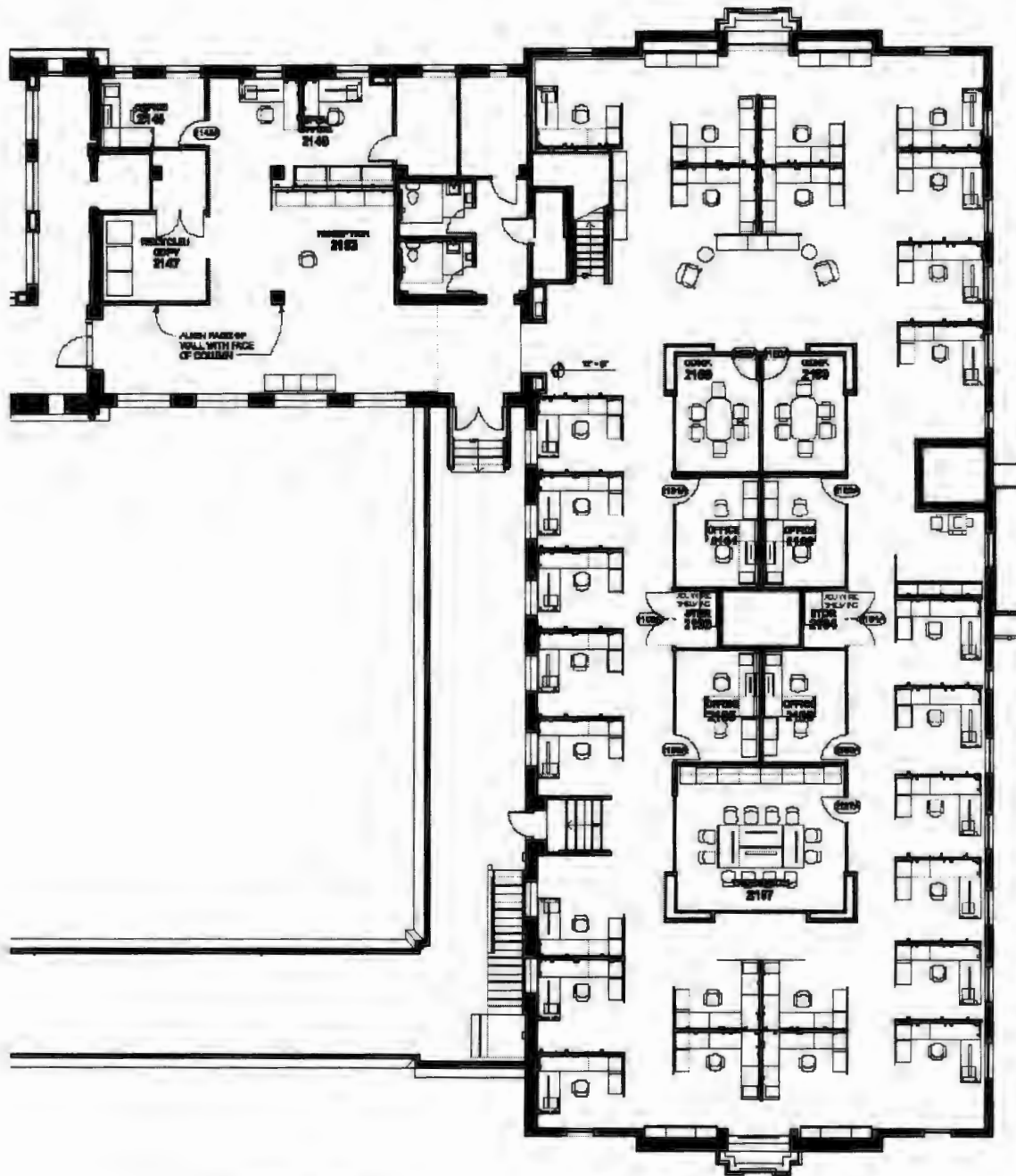
**Intentionally Deleted**

## **EXHIBIT A-4**

### **Plans**

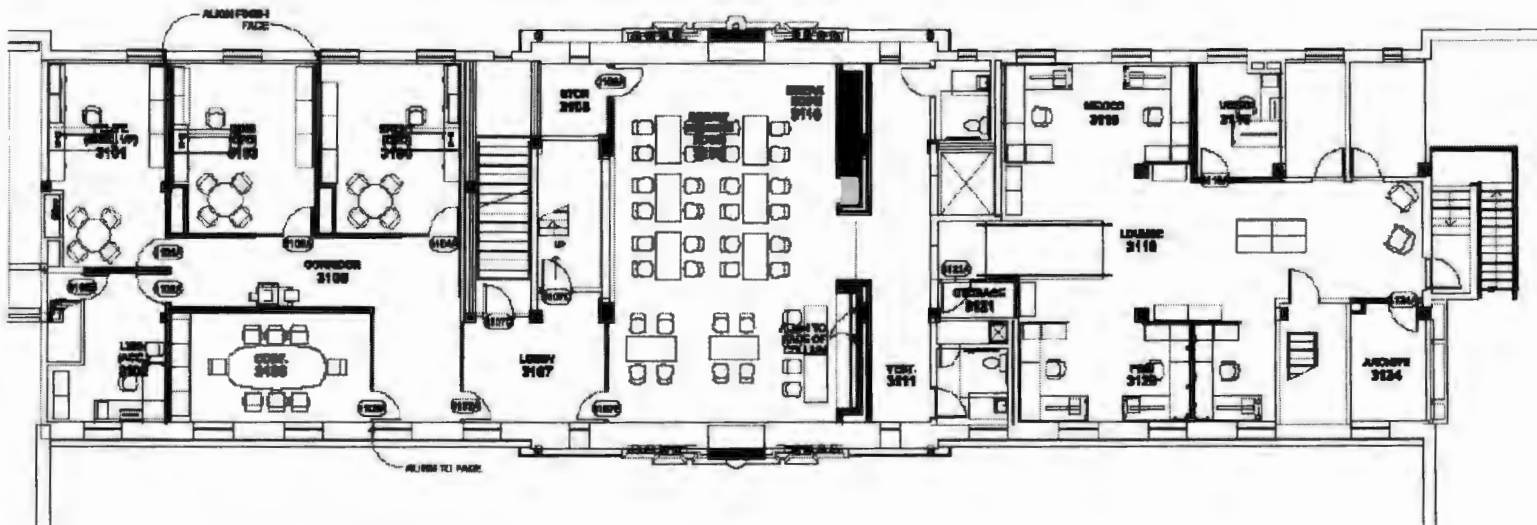
The following sheets contained on the signed and sealed drawings prepared by Poster Frost Mirto, Project No. 1338, entitled, "Historic Courthouse Interior Tenant Improvement"

- Sheet A1.3a (Level 2 Floor Plan, TI Plan – North), dated 12/8/17
- Sheet A1.5 (Level 3-5 Floor Plans), dated 12/8/17, Addendum #1 dated 1/18/18
- Sheet A2.3a (Reflected Ceiling Plans Level 2 – North TI), dated 12/8/17
- Sheet A2.6 (Reflected Ceiling Plan Levels 3 and 4), dated 12/8/17, Addendum #1 dated 1/18/18



**Second Floor Plan  
1-24-18**

**Pima County Historic Courthouse  
Visit Tucson**



**Third Floor Plan  
1-24-18**

**Pima County Historic Courthouse  
Visit Tucson**

**EXHIBIT B**  
**COUNTY'S RULES & REGULATIONS**

Pima County ("County") has adopted these Rules & Regulations to set forth standards of conduct that will allow all tenants to enjoy a professional working environment that is compatible with the general character of the building. County reserves the right to make amendments or additions to these Rules and Regulations from time to time. These Rules and Regulations are in addition to and do not modify or amend any of the terms, covenants, agreements or conditions of a tenant's lease. Each tenant is responsible for informing its employees and invitees as to the provisions of these Rules and Regulations and to enforce them 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 tenant. Any such waiver is not a waiver for any other tenant, nor will it prevent County from enforcing the Rules and Regulations against any or all other tenants. Only County may enforce these Rules and Regulations. The failure of County to enforce any Rule or Regulation does not give any tenant the right to enforce them against another Building occupant. Tenants should address any concerns about violations of the Rules and Regulations to the Building Manager's office or to such other place as County may designate from time to time.

1. No tenant may inscribe, display, print or affix any sign, placard, picture, advertisement, name or notice on or to any part of the inside of the Building without the prior written consent of County. The foregoing does not apply to such items located within the Premises of a Tenant and not visible outside of the Premises. County has the right to remove any unapproved sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant. All approved signs must be placed or affixed on the wall adjacent to Tenant's entry doors and must be printed, painted, inscribed, affixed or removed at the sole expense of Tenant by a County approved installer. Tenants must restore all walls or other structures where Tenant's signs have been affixed or attached to their original condition at Tenant's expense after removal of such signs.
2. Tenant must not place anything or allow anything to be placed near any window, door, partition or wall that may appear unsightly from outside the Premises, nor may Tenant cause any window in the Premises to be color treated.
3. Tenant will not obstruct the sidewalks, exits and entrances or use them for any purpose other than for ingress and egress from Tenant's Premises.
4. Tenant will not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises without prior written consent of County, which County will not unreasonably withhold. County has no obligation to open Tenant's Premises due to the loss of keys by Tenant. Tenant must make all requests to open Tenant's Premises to guests or employees to County. If Tenant needs to have its leased Premises rekeyed for any reason, Tenant must use the County's authorized building locksmith. Any rekeying will keep the applicable lock on the existing building master keyway. Tenant will bear the entire cost of

rekeying, unless County requests the rekeying. Any installation or repair of specialty locks will be at Tenant's expense. Tenant assumes all responsibility for protecting its Premises from theft, robbery, and pilferage, including but not limited to, keeping all means of entry to Premises closed and locked.

5. Tenants will not use the plumbing facilities for any purpose other than that for which they were constructed and will not cause any foreign substance of any kind whatsoever to be deposited therein. A Tenant who, or whose employee, agent or invitee causes a violation of this provision will bear the expense of any breakage, stoppage or damage resulting from the violation.
6. Tenant will not deface the Premises or any part thereof. Tenant 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 or weight load structural tests prior to granting approval for any rooftop installation. Tenant will bear the entire expense of any drawings or tests to be submitted to County for approval.
7. All moving of furniture, freight, equipment or any other items into or out of the Building will occur only at such time and in such manner as County will designate considering the schedules of the other Building occupants. Tenant will repair any damage to the doors, frames, walls or ceilings caused by Tenant or Tenant's invitees or moving contractors at Tenant's expense to County's satisfaction.
8. Tenant will not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or allow any occupancy or use of the Premises in a manner offensive or objectionable to County or other occupants of the Building by reason of noise, odors and/or vibrations, or that would interfere in any way with other Building occupants or those having business therein. No person may bring or keep animals in or about the Premises or the Building except service animals.
9. Tenant will not use or keep in the Premises or the Building any kerosene, gasoline, or flammable or combustible fluid or material, or use any method of heating or air conditioning (including but not limited to individual space heaters or air conditioning or cooling devices) other than those supplied by County.
10. Tenant acknowledges that periodically the Tucson Fire Department or another contractor or representative of County will inspect the Premises for Fire Code compliance and fire, sprinkler, and alarm testing. Tenant, and its employees, contractors and invitees will comply with any fire safety and handicap procedures and regulations established by County or any other governmental agency. Tenant 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 or other any governmental agency. If an audible fire alarm sounds in the Building or Premises, Tenant must take immediate and prudent actions to evacuate its employees, or guests from the Building or Premises through designated exits as



posted by County. Tenant will notify County in writing of the emergency contact information of at least two on-site employees or representatives who are responsible for emergency evacuations or fire drills for their Premises. Tenant is responsible for notifying the County in writing of any changes to such assignments. Each Tenant will notify the County of any handicapped occupants or other individuals who may require special assistance in the event of an emergency.

11. County will direct electricians or phone installation employees or contractors as to where and how to install telephone and computer network cables. No boring or cutting for wires may occur without the prior written consent of County. The location of telephones, call boxes and other office equipment affixed to the Premises is subject to the approval of County.
12. Outside of Business Hours, Tenant and its employees may access the Building or the Premises by using keys assigned by County. The County is in no case liable for damages with regard to the admission to or exclusion from the Building or Premises of any person. In case of any emergency, County reserves the right to prevent access to the Building or Premises during the continuance of the same by closing of the doors or otherwise, for the safety of the Building or Premises occupants and the protection of the Building or Premises.
13. County reserves the right to exclude or expel from the Building any person who, in the judgment of County, is intoxicated or under the influence of alcohol or drugs, or who in any manner does any act in violation of any of the Rules and Regulations of the Building or who impairs the safety of any Tenant, employee, or contractor of County.
14. Tenant will not install, maintain or operate any machines of any description upon the Premises without the written consent of County.
15. Tenant will not disturb, solicit, or canvass any occupant of the Building and will cooperate to prevent any such activity others.
16. County has the right to control and operate the Common Area(s), and the public facilities, and heating and air conditioning, in such manner as County deems best for the benefit and safety of the Building occupants generally.
17. All entrance doors in the Premises must be locked when the Premises are not in use. All emergency fire exit doors must remain free of debris from both the interior and exterior and remain locked when not in use.
18. Tenant will keep all exterior areas adjacent to the Premises clean and free from dirt and rubbish. Tenant and Tenant will not place or permit any obstruction or merchandise in such areas.
19. There will be no storage, temporary or permanent, of bicycles, refuse containers or other such unsightly materials outside of the Premises except in designated areas, if any, for such storage.

20. Upon the termination of the tenancy, Tenant will deliver to County all keys to the Premises and any security access cards for the Building that County has furnished to Tenant.
21. No electrical cooking appliances of any type other than microwave ovens and coffee makers or machines located in a designated kitchen or breakroom are allowed in the Premises. In no event are individual cooking appliances of any type allowed in individual office spaces.
22. No space heaters, fans portable air conditioners or air coolers or personal lighting are allowed at any time in the Premises.

## EXHIBIT C

PIMA COUNTY, ARIZONA  
BOARD OF SUPERVISORS POLICY  
Subject: Tobacco-Free Environment  
Policy Number: C 3.18  
Page 1 of 2

### 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 products. The purpose of this tobacco-free policy is to create tobacco-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-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-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 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.

PIMA COUNTY, ARIZONA  
BOARD OF SUPERVISORS POLICY  
Subject: Tobacco-Free Environment  
Policy Number: C 3.18  
Page 2 of 2

**Compliance:**

County personnel are responsible for compliance with the policy.

Visitors and vendors observed to violate this policy shall be respectfully informed of the Tobacco-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-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-Free Policy to such events or conferences for attendees.

All new employees of Pima County will be informed on and educated about the Tobacco-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:**

Pima County Ordinance, Chapter 2.12  
Pima County Code, Section 8.50  
Adopted Date: November 13, 2012  
Effective Date: January 1, 2013

Website: <http://www.pima.gov/cob/POLICY/C3-18.pdf>

## EXHIBIT D

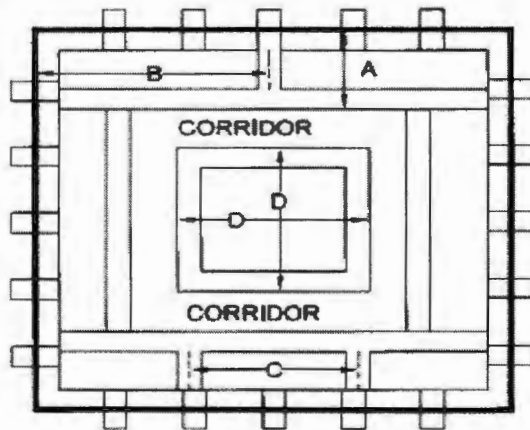
### County Methodology for Measurement of Space

#### PIMA COUNTY FACILITIES MANAGEMENT STANDARD CALCULATIONS FOR BUILDING MEASUREMENTS:

The sample table below defines which measurements should be entered in the block on the floor plans to be attached as exhibits to new leases or amendments.

Gross Tenant Square Footage:	Exterior wall to center line of interior demising wall (with other tenants') or common area side of demising walls that enclose common areas.
Tenant Area Percentage:	Tenant's gross floor square footage divided by gross floor square footage. See diagram on page 3.
Common Floor Sq. Ft.:	Conference rooms are dependent on lease agreements. Restrooms, stairwells, vertical chases, elevator lobbies, hallways, telephone and data rooms, electrical rooms, mechanical, storage, janitorial & fire control rooms are to be considered as Common Floor Areas. Loading docks will NOT be included.

**PLEASE USE FOR ALL MOVES:**



#### SCENARIOS

- A-Exterior face of bldg to corridor side of corridor wall.
- B-Exterior face of bldg to center line of demising partition.
- C- $\frac{1}{2}$  of demising partition to  $\frac{1}{2}$  of demising partition.
- D-Corridor side of corridor wall to corridor side of corridor wall.

**NOTE:** The "exterior face" of the building shall be considered the exterior face of the wall.

In cases where exterior columns extend beyond the exterior faces of walls, the "exterior face" shall be defined as the exterior face of the glass window wall as indicated in the bold line in the above plan.

#### FLOOR PLAN DRAWINGS SHALL CONTAIN:

1. Cross hatch of the area which graphically defines the space to it's wall limits.
2. The name and date of the planner preparing the original drawing or revising the floor plan. The final square footage calculation shall remain constant unless a major tenant improvement project takes place, which MAY require updating of the drawings and it's calculations for all of the tenants located on the individual floor involved. A new calculation MAY also be needed for all of the tenants located on the individual floor involved if a tenant expands or reduces the size of their space. This will be documented through an Amendment to Lease and executed by the BOS.
3. The table on the floor plan will only show the space pertinent to the tenant signing the lease or amendment. If a floor of a building has more than one tenant who shares space with other tenants, separate floor plans shall be drawn for each tenant showing their specific space as well as any "shared spaces". The intent is to prepare individualized lease exhibits for each tenant's lease.

#### STORING AND SAVING THE FLOOR PLAN:

Once the tenant's floor plan is completed with information provided by both the Real Estate and Planning or Design Divisions, the AutoCad version will be saved in the originating Division and a PDF file saved to an FM shared folder to be accessible as "read only" by Real Estate Support workers.

The person responsible for saving the drawing should also copy the Planning Division Manager so that he can update the Access database to be used for periodic reports provided by the Planning Department to the Financial Department. Projects generated and completed in the Planning Division shall be forwarded to the Design Division for inclusion in the master plan files.

#### OTHER ITEMS:

On newly constructed buildings, the monthly rent will include an amount to be used for capital replacement items such as roofs or air conditioning chillers which is held in a separate general ledger account or cost unit from the base rent and operating expenses.

Rent for shared space on a floor will be calculated using the tenant's pro-rata percentage of their space.