



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

Award  Contract  Grant

Requested Board Meeting Date: March 20, 2018

or Procurement Director Award

\* = Mandatory, information must be provided

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

The Arizona Board of Regents, for and on behalf of the University of Arizona ("University")

**\*Project Title/Description:**

Lease Agreement with University for a total of 20,789 sq. ft. consisting of exhibit space on the first floor in addition to lab, community and storage space on the lower levels of the historic courthouse located at 115 N. Church Avenue. The initial term is 15 years, with one option to extend for an additional 10 years. Tenant will be moving from a building on the University campus that is shared with another University department, since its current premises are too small to exhibit or store the University's large collection of gems and minerals.

**\*Purpose:**

Tenant will use the exhibit space for the operation of a gem and mineral museum and the lower level space for uses related to the museum in addition to community events and/or classes. The leasing of premises to the University in this historic, renovated building will provide educational and recreational opportunities for County residents and visitors, and will complement the County's Visitor Center located in the same building. Tenant will be responsible for paying rent, reimbursement of tenant improvements which are estimated to be \$4,000,000 plus interest amortized over three years, and their share of operating expenses not covered by the rent payment during the lease term and any subsequent extension.

**\*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 gem and mineral museum 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 Metropolitan Tucson Convention & Visitors Bureau.

**\*Public Benefit:**

Pima County will receive revenue during the lease term while the University operates the museum in downtown Tucson that will continue to provide recreational, educational and community events to Pima County visitors and residents.

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

Pima County will benefit from the University's gem and mineral museum being conveniently located near the County's Visitor Center and the Metropolitan Tucson Convention & Visitors Bureau in the historic courthouse.

**\*Retroactive:**

no.

To: COB. 3-7-18  
Ver. - 1  
975-29 (21)

Procure Dept 03/07/18 PM02:55

**Contract / Award Information**

Document Type: CTN Department Code: FM Contract Number (i.e.,15-123): 18-124

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

Expense Amount: \$\* \_\_\_\_\_  Revenue Amount: \$ 6,450,039.

\*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)

CONTRACT

NO. <u>CTN-FM-18-124</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

**LEASE AGREEMENT**

This Lease Agreement (this "Lease"), dated March 20, 2018 for reference purposes, is made and entered into by and between the ARIZONA BOARD OF REGENTS, a body corporate, for and on behalf of The University of Arizona ("University"), 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.
- A. 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.
- B. University would like to establish a mineral museum in downtown Tucson.
- C. The Board of Supervisors has determined that locating the mineral museum in the Building will provide educational and recreational opportunities for County residents and visitors, and will complement the visitor center.
- D. 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 University and University hereby leases from County the space within the Building shown on the diagrams attached as Exhibit A (the "Premises"). The Premises consists of 11,690 square feet of space on Level 1 (the "Exhibit Space"), and 9,099 square feet of space on the Lower Level. The Lower Level space consists of the Lab & Community Space (4,517 square feet), Storage Area A (2,647 square feet), and Storage Area B (1,935 square feet). A table showing the square footages for the various areas in the Building 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. University has the right to use the Common Areas on a non-exclusive basis together with the other Building occupants. The exterior courtyard and breezeway are not part of the Common Areas for purposes of calculating Building Operating Expenses under Section 7) below, and they are subject to use by the general public under Section 12)b) below. They will, however, also be available to University 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 University's operations or its 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 will 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. University employees can obtain monthly parking passes for the Public Works Garage, and other downtown garages operated by the County, subject to availability, or may make their own parking arrangements at other parking facilities in the area. University 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 13j) below. 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 University employees. County will work with University, however, to make arrangements for University 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 5) below (the "Initial Term").
  - b) Extension Term. University has one (1) option to extend the Initial Term of this Lease for ten (10) years (the "Extension Term") if University is in material compliance with all terms and conditions of this Lease at the time University submits written notice to County of its exercise of this option. The option must be exercised by University not more than twelve (12) months nor less than six (6) months prior to the end of the Initial Term. "Term" as used in this Lease includes the Initial Term and the Extension Term if utilized.
- 5) **TENANT IMPROVEMENTS.** County will, at University's expense, build out the Premises as explained below. These improvements, which include everything beyond the Building shell and historic ceilings, will be referred to as "Tenant Improvements."
  - a) Plans. County will, at County's expense, develop plans and specifications necessary for permitting and constructing the Tenant Improvements (the "Plans"). County will provide the Plans to University for review and approval at both the concept, preliminary plans, and final stages. University will promptly review the Plans and provide input to County. County will work with University to ensure that the Tenant Improvements meet University needs. County will not, without

University's approval, make material changes to the Plans once University has approved them.

- b) Construction. County will construct the Tenant Improvements in a good and workmanlike manner, according to the Plans.
  - c) Payment; Reimbursement. County will spend up to \$4,000,000 for the Tenant Improvements (including design services, construction, and any included furniture, fixtures and equipment), but University will reimburse County for the cost of the Tenant Improvements, plus interest, 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. Interest will begin accruing on the Rent Commencement Date. University will pay the amount due in 36 equal monthly installments (but with first and last months prorated if necessary), at the same time that it pays Rent, commencing on the Rent Commencement Date.
  - d) Excess Costs. If the Tenant Improvements cost more than \$4,000,000. After County's payments have reached that maximum amount, County will periodically, no more often than monthly, as additional costs are incurred by County, invoice University for those excess costs. County will provide back-up documentation to substantiate those costs. University will pay the County within 30 days after receipt of the invoice. University may inspect the Premises to verify that the work for which it is being charged has been completed.
- 6) RENT COMMENCEMENT DATE.
- a) Completion Notice. County will provide University a "Substantial Completion Notice" from County's architect, using the AIA Document G-704-2017 form, when the Tenant Improvements are substantially complete in the Lab & Community Space, subject only to minor "punch list" items, such that University can begin moving into the Lab & Community Space. The date of the Substantial Completion Notice will be the "Commencement Date."
  - b) Move-In. University will be given possession of the Premises upon the date of the Substantial Completion Notice and will be responsible for moving its personal property (including but not limited to furnishings, donated or loaned minerals, phone, computer and office or laboratory equipment) into the Premises, and will bear all expenses and liability associated with move-in. University will coordinate its move-in with County so that any disruption to the Building's occupants is minimized as much as reasonably possible.
- 7) BASE RENT.
- a) Base Rental Rate. University will pay no Base Rent for the Exhibit Space. University will, starting on the Rent Commencement Date, pay Base Rent at the rate of \$18.00 per square foot per year for the Lab & Community Space and Storage Area A (7,164 square feet), and at the rate of \$8.00 per square foot per



year for Storage Area B (1,935 square feet). If the square footages do not change, the Base Rent will be \$144,432.00 for the initial year or \$12,036.00 per month. "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 University completes its move-in to the Lab & Community Space.

- b) Base Rent Adjustment. If the total Base Rent paid by University during the Base Year is less than University's Share of Operating Expenses for the Base Year (as those terms are defined below), the Base Rent will be increased, as of the end of the Base Year, to equal that amount.
  - c) Base Rent Increases. Starting with the third lease year, and every year thereafter, Rent will increase at the same rate as the increase, if any, in the Consumer Price Index All Urban Consumers – U.S. City Average All Items, not seasonally adjusted, 1982-1984 = 100 reference base, above the immediately preceding year.
  - d) Payment of Rent. University will pay Base Rent in advance, in equal monthly installments of one-twelfth (1/12) of the annual 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. University will send the Base Rent 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. University 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, University will pay its Share of increases in Operating Expenses over Operating Expenses incurred in the Base Year, as described below.
- 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.
  - b) Operating Expense 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 University separately reimburses County, or which County provides selectively to one or more tenants of the Building, other than University, 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) University's "Share" is calculated by dividing the square footage of the Premises 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 38% (20,789/54,756).
- d) "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 Lab & Community Space and the Storage Areas are substantially complete, and (2) the date that is 18 months after the Commencement Date of the Visit Tucson 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.

- e) **Operating Expense Budgets.** On or before each June 1 during the Term, County will provide University 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.
  - f) **Expense Reports; Payment.** Within 90 days after the end of the Base Year, County will provide University with a reasonably itemized report showing the actual Operating Expenses for the Base Year. After the Base Year, on or before each September 30th during the Term, and 90 days following the expiration/termination thereof, County will provide University 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 University's Share of that increase. University 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.
  - g) **Books & Records.** University 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. Any underpayment by University will be promptly remedied with appropriate corrective payments, and University will receive a credit against amounts owed under this Lease in the amount of any overpayment.
- 9) **Square Footages.** The parties agree that all calculations of area in the Premises and 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 layout of the Premises, as shown on Exhibit A. The square footages may need to be adjusted somewhat as the final Plans are developed. If that occurs, County will notify University of the final square footages to be used for calculation of Base Rent and University's Share of Operating Expenses at the same time as it delivers the Substantial Completion Notice.
- 10) **ALTERATIONS.** University 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.** University may make any Minor Alterations that it deems necessary or desirable to adapt the Premises for University'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, University will notify the County Facilities Management Director, in writing, and provide a general description of the Alterations.

- b) **Substantial Alterations.** University may make no Alterations that (i) will cost in excess of \$50,000 (which amount is subject to increase based on changes in the CPI in the same manner as Base Rent); or (ii) are not Minor Alterations, unless University 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.** Approved Alterations will be carried out by University 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 the approved plans and specifications, and with all governmental permits and requirements, including University's procurement and construction policies and procedures and Title 34 of the Arizona Revised Statutes. University will require all of its contractors to name the County as additional insured and additional indemnitee on all insurance policies covering work performed, and will require them to furnish payment and performance bonds. University 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.** University 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) **UNIVERSITY'S USE OF PREMISES.**

- a) **Permitted Uses:** University will use the Exhibit Space for operation of a gem and mineral museum (the "Museum"), and the remainder of the Premises for ancillary uses related to the Museum and community events and/or classes. The Museum's normal and standard operating hours are as follows:

9:00 A.M. – 5:00 P.M. Monday – Thursday  
9:00 A.M. – 10:00 P.M. Friday  
10:00 A.M. – 10:00 P.M. Saturday  
12:00 P.M. – 5:00 P.M. Sunday

University may charge an admission fee for the Museum at rates that are competitive and similar to other venues in Tucson and surrounding areas. University will inform County of the fee structure and any subsequent changes to it. UA will inform Pima County of any proposed change to the fee structure, and Pima County shall have sixty (60) days to object if Pima County concludes that the fee structure is non-competitive or inappropriately high given the public nature of the site. If Pima County does not object to the new schedule within sixty (60) days after UA's submission of the new schedule, Pima County shall be deemed to have approved the schedule.

- b) **Prohibited Activities:** University will not permit any unlawful activities on the Premises or any activities that unduly interfere with activities of other Building occupants or visitors. University will not conduct or permit any activities in the Premises that require special environmental controls (i.e. activities requiring hoods, gases or activities creating dust, etc.).
- c) **Hazardous Materials Prohibited; Clean Air Act.** University 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 University, 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 University's business and will be used, kept and stored in a manner that complies with all laws regulating any such materials or substances. University'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. University will remediate and clean up, at its sole cost and expense, any contamination of the Premises occurring during the Term of this Lease.
- d) **Rules and Regulations.** University and its employees, agents, contractors and invitees will abide by rules and regulations for the Building that are 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 University'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 Level 1 of the Building for operation of a visitor center (the "Visitor Center"), as shown on Exhibit A. County will use a portion of the Visitor Center space for retail sales and displays. It will make other areas available to University, 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 University items are sold in the Visitor Center, University will pay County 5% of the gross proceeds of those sales. University will submit a quarterly report showing the calculation of the 5% payment to the County's Finance Revenue Division to the address stated in Section 7)d.
- b) Event Areas. County intends to utilize space on Level 1 of the Building for an auditorium, and space on Level 2 as a large event/meeting room, as shown on Exhibit A. Level 2 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 will 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. University 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.

Some of the outside events 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 University notice of these events. Events permitted by the County will not materially interfere with University's use of the Common Areas and its Premises; University will have access to its Premises during events.

- c) Office Space. Other areas on Level 2, and all of Level 3, will be office space occupied by the County or another entity. University understands that County currently intends to lease substantial office space to the Metropolitan Tucson Convention & Visitor's Bureau. Any additional leases entered into by the County for space within the Building must be for uses compatible with the Visitor Center concept and with the operation of the Mineral Museum. The County will give priority to uses that complement and enhance the Visitor Center and UA Mineral Museum.

13) REPAIRS, SERVICES & UTILITIES & EMERGENCY NOTIFICATION.

- a) **Repairs.** Subject to Section 22) of this Lease concerning damage resulting from a casualty, County will make all repairs in and to the Building and Premises, except as provided below. This includes the roof, structural portions of the Building, and Building systems such as HVAC, in-wall plumbing, mechanical systems, elevators, electrical systems and fire-safety systems. University is solely responsible for repairing, maintaining and replacing as necessary all building systems installed for the operation of any of its equipment, phones, computers, exhibits or furnishings.
- b) **Notification to County.** If repairs are needed to the Premises, University will notify County or its agent via email at FM-TenantRequest 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.** University is responsible for providing and paying for janitorial services to the Premises. University's janitorial contractor must obtain and maintain, during the entire period that it is performing work in the Premises, commercial general liability of one million dollars (\$1,000,000.00) per occurrence, and worker's compensation insurance in statutory amounts if required by law, and must cause County to be named as an additional insured on the liability policy. University must provide proof of this insurance to County prior to the janitorial contractor performing any work in the Premises. If University is performing janitorial services through its Facilities Management Department, or otherwise self-performing, the parties acknowledge that the University's self-insurance will satisfy this insurance requirement.
- 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. University is responsible for providing and paying for any additional security for the Premises and all personal property located within or being transported to or from the Premises.
- e) **Equipment.** University will maintain, repair and replace all equipment including but not limited to security cameras, office and laboratory equipment provided and installed by University.
- f) **University Damage.** University will promptly repair any damage done to the Premises, the Common Area, or the Building caused by any employee, agent, contractor, donor or invitee of University to the County's standards.

- g) Access to the Premises. University will permit County and County's authorized representatives to enter the Premises during County'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 will, except in the case of an emergency, provide University 24 hours prior notice of such entry. University 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 University 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. University will pay any costs incurred by the County to provide any additional exterior trash or recycling pick up requested by University.
- i) Telephone/Internet. University is responsible for obtaining and paying for all telecommunications and data services.
- j) After-Hours HVAC.
- i) HVAC will be furnished to the Premises during the hours set forth in Section 11)a) above, excluding State-recognized holidays, in a manner and in amounts customary for newly refurbished Class A office space, but taking into account the historical nature of the Building. If University plans to use any of these the areas within its Premises 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, University will pay a standard hourly charge for any period of time that HVAC is provided to any part of the Premises 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, University 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.** University 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 Lease.
- 15) **TAXES.** University is responsible for all taxes, if any, related to this Lease, the Premises, University's payment of or County's receipt of Rent, or University's personal property.
- 16) **INSURANCE.**
- a) **County.** County is responsible for fire and other property insurance for the Building, and may self-insure for such losses. University is responsible for insuring any improvements it makes, its personal property or loaned mineral specimens stored in or brought to the Premises.
  - b) **University.** University will provide commercial general liability insurance or its equivalent in the amount of two million dollars (\$2,000,000.00) each occurrence in addition to worker's compensation. The policies must be endorsed to include County as an additional insured.
  - c) **State Self-Insurance.** County acknowledges that it has been informed that Tenant is a participant in the State of Arizona Department of Administration's insurance program under A.R.S. § 41-621 and that coverage under said program will be sufficient and acceptable to fulfill the Tenant's insurance obligations under this Lease.
- 17) **DEFAULT.**
- a) **University Default.** The occurrence of any one or more of the following events constitutes a default and breach of this Lease by University for which County may terminate this Lease:
    - i) ***Monetary Obligations.*** The failure by University to make any payment required to be made by University hereunder, as and when due, where such failure shall continue for a period of ten (10) calendar days after 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 University 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 University 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) days after written notice from County. University's failure to obtain and maintain any required license and/or registration for

its operations at the Premises is considered a violation under this paragraph.

- iv) *Other Covenants.* The failure by University to observe or perform any other of the covenants, conditions or provisions of this Lease to be observed or performed by University, where such failure continues for a period of thirty (30) days after written notice thereof by County to University; provided, however, that if the nature of University's default is such that more than thirty (30) days are reasonably required for its cure, then University will not be in default if University 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 University, unless the failure is of such a character as to 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 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:

UNIVERSITY:                      Director  
    Real Estate Administration  
    220 W. 6<sup>th</sup> Street  
    Tucson, AZ 85721

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.** University 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. Because of the special nature of this Lease, such consent may be

withheld by County in County's sole and unfettered discretion. No consent by County to an assignment or subletting will release University from any of its obligations under this Lease.

- 20) **FURNISHINGS.** University has the right to remove from the Premises all furnishings, fixtures, and equipment installed in the Premises by the University. However, in removing any such furnishings, fixtures, or equipment, University will make repairs to County's standards, at University's expense so the Premises are left in "rentable" condition, or at University's option and with County's approval, will leave said items in place and they will become the property of County.
- 21) **NO LIENS OR INTERFERENCE.** University 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 and Common Areas within ninety (90) days through no fault of the University then University will be relieved of any further obligation, duty or liability under this Lease. If the Premises and 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 University's Base Rent will be abated by the percentage of the total space which is unavailable or not reasonably useful to the University, and its Share will be recalculated.
- 23) **CONDEMNATION.** If all or any part of the Premises are taken under the power of eminent domain or sold under the threat of exercise of that power, this lease may be terminated by County or University 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 University 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 under this Lease is changed, University may, until receipt of written notice of such change, continue to pay Base Rent and other sums due to the party to whom and in the manner in which the last preceding installment of Base Rent was paid. University will not be subject to double liability for any Rent or other sums so paid.
- 26) **SURRENDER/HOLDING OVER.** On termination of University's occupancy, University will surrender the Premises in the condition in which University is required to maintain them under this Lease. If University for any reason and with written consent of County remains in possession after the expiration of this Lease (including any optional

extension), or after the date specified in any notice of termination given by either party, such possession will be 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 both University and County may be dependent upon the appropriation of funds by the State Legislature of Arizona, the Board of Supervisors of the County, or the availability of funding from other sources. Should the relevant governing body fail to appropriate the necessary funds, if either party's appropriation is reduced during the fiscal year, or if funding becomes otherwise not legally available to a party hereunder, that party may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. Each party agrees to notify the other party as soon as reasonably possible after the unavailability of said funds comes to its Board's attention.
- 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, University will use all reasonable efforts to use recycled products or re-use and recycle materials used in the Premises, subject to compliance with ABOR's Procurement Code.
- 35) **APPLICABLE LAW.** The parties will comply with all 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 a court of the State of Arizona 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.

**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.

ARIZONA BOARD OF REGENTS FOR  
THE UNIVERSITY OF ARIZONA

PIMA COUNTY, a political subdivision  
of the State of Arizona

By: \_\_\_\_\_  
Gregg Goldman, SVP for Business Affairs  
& CFO

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

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

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

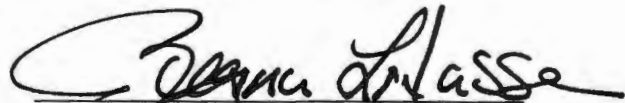
ATTEST:

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

APPROVED AS TO CONTENT:

  
Director, Facilities Management Dept.

APPROVED AS TO FORM:

  
Deputy County Attorney

Date: 3.7.2018

**REGINA NASSEN**

Exhibits:

- Exhibit A: Site Plan of Building
- Exhibit A-2: Building Square Footages
- Exhibit B: Rules and Regulations
- Exhibit C: Tobacco-Free Environment Policy
- Exhibit D: square footage methodology




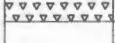
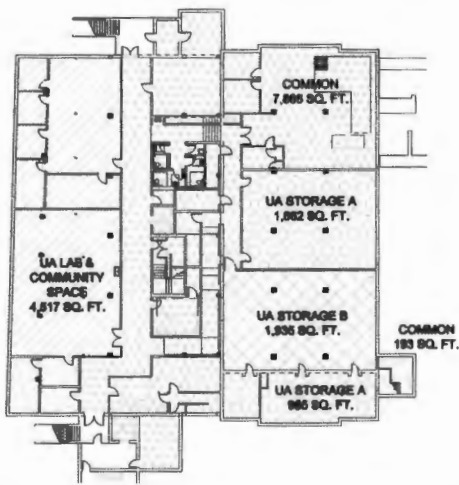
	UA LAB & COMMUNITY SPACE	4,517 S.F.
	UA STORAGE A	2,647 S.F.
	UA STORAGE B	1,935 S.F.
	COMMON	8,059 S.F.
	GROSS	17,158 S.F.

EXHIBIT A



LOWER LEVEL

1

SCALE 1/8"=1'-0"



CFM.XOCH03

BUILDING MEASUREMENTS

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



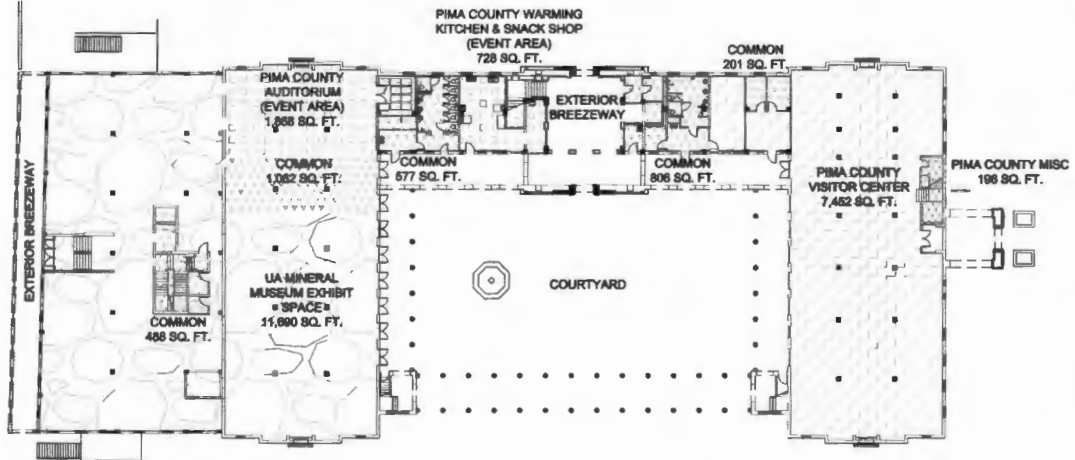
DATE: 2/10/2016

SHEET NO:

LL

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

	UA MINERAL MUSEUM EXHIBIT SPACE	11,890 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.
	<b>GROSS</b>	<b>25,068 S.F.</b>



FIRST FLOOR

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

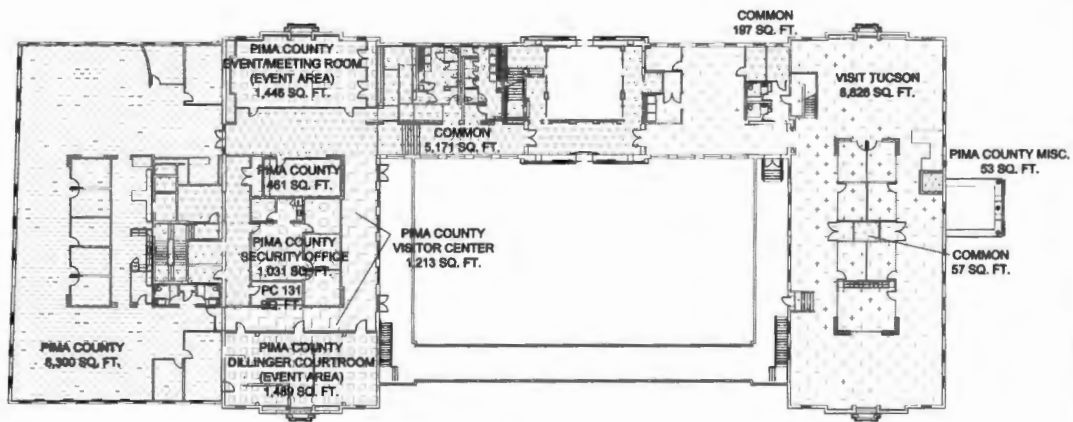


DATE: 2/13/2008

SHEET NO:

1

	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)	1,446 S.F.
	COMMON	5,425 S.F.
	GROSS	28,375 S.F.



SECOND FLOOR

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: 2/13/2016

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.

CFM.XOCH03

BUILDING MEASUREMENTS

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

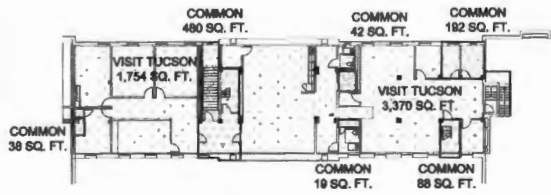


PIMA COUNTY FACILITIES MANAGEMENT, 150 WEST CONGRESS, TUCSON ARIZONA 85701 (520)724-3085

DATE: 9/13/99

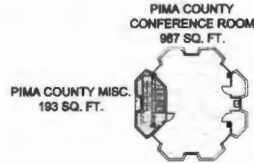
SHEET NO.

**3**



THIRD FLOOR

1 ————— SCALE: 1/32"=1'-0"



FOURTH FLOOR

2 ————— SCALE: 1/32"=1'-0"



Historic Courthouse Square Footage Calculations

EXHIBIT A-2

2/12/2018

	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>0</b>	<b>9,099</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			
Meeting Kitch/Snackshop (Event Area)	Pima County					728		
Auditorium (Event Area)	Pima County					1,868		
Misc	Pima County					196		
* Common Area							3,134	
<b>First Floor Total</b>		<b>25,068</b>	<b>0</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		8,826					
Offices	Pima County					8,892		
Vet Sec Offices	Pima County					1,031		
Visitor Center	Pima County				1,213			
Misc	Pima County					53		
Dillinger Crtrm (Event Area)	Pima County					1,489		
Event/Meeting Rm (Event Area)	Pima County					1,446		
* Common Area							5,425	
<b>Second Floor Total</b>		<b>28,375</b>	<b>8,826</b>	<b>0</b>	<b>1,213</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>0</b>	<b>859</b>	
<b>Fourth Floor (1,180 GSF)</b>								
Conference Room	Pima County					987		
Misc	Pima County					193		
<b>Forth Floor Total</b>		<b>1,180</b>	<b>0</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>0</b>	<b>1,200</b>
<b>TOTAL SQ. FT.</b>		<b>77,764</b>	<b>13,950</b>	<b>20,789</b>	<b>8,665</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								

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

These Rules & Regulations have been adopted by County in order 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 and/or additions to these Rules and Regulations from time to time. These Rules and Regulations are in addition to and shall not be construed to modify or amend any of the terms, covenants, or agreements and conditions of a tenant's lease. Each tenant shall be responsible for informing its employees and invitees as to the provisions of these Rules and Regulations and to enforce same with respect to its employees and invitees. County may waive compliance with any one or more of these Rules and Regulations for the benefit of a tenant. Such waiver shall not be construed as a waiver for any other tenant, nor shall it prevent County from enforcing the same against any or all other tenants. These rules may only be enforced by County. The failure of County to enforce any Rule or Regulation shall not give any tenant the right to enforce same against another Building occupant. Any concerns about violations of the Rules and Regulations should be addressed to the Building Manager's office or to such other place as County may designate from time to time.

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the inside of the Building without the prior written consent of County. County shall have 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. All approved signs shall be printed, painted, inscribed, affixed or removed at the expense of Tenant by a person approved by County. All walls or other structures where Tenant's signs have been affixed or attached must be restored to their original condition at Tenant's expense after removal of such signs.
2. Tenant shall 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 shall Tenant cause any window in the Premises to be color treated.
3. The sidewalks, exits and entrances, shall not be obstructed by Tenant or used for any purpose other than for ingress and egress from Tenant's Premises.
4. Tenant shall 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 will not be unreasonably withheld. County shall have no obligation to open Tenant's Premises due to the loss of keys by Tenant. All requests to open Tenant's Premises to guests or employees must be made by Tenant to County. If Tenant needs to have its leased Premises rekeyed for any reason, Tenant shall use the County's authorized building locksmith. Any rekeying shall keep the applicable lock on the existing building master keyway. Tenant shall bear the entire cost of rekeying, unless the rekeying is requested by County. Any installation or repair of specialty locks shall 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. The plumbing facilities shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by the Tenant whose employee, agent or invitee shall have caused it.
6. Tenant shall 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 and/or weight load structural tests prior to granting approval for any rooftop installation. Tenant shall 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 shall be done at such time and in such manner as County will designate and considers the schedule of the other Building occupant. Any damage to the doors, frames, walls or ceilings caused by Tenant or Tenant's invitees or moving contractors will be repaired at Tenant's expense to County's satisfaction.
8. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to the County or the other occupant of the Building by reason of noise, odors and/or vibrations, or that would interfere in any way with the other Building occupant or those having business therein. No animals shall be brought in or kept in or about the Premises or the Building except service animals.
9. Tenant shall 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 other than that supplied by County.
10. Tenant acknowledges that periodically the Tucson Fire Department or other contractor or representative of the County will inspect the Premises for Fire Code compliance and fire, sprinkler, and alarm testing. Tenant, and its employees, contractors and invitees shall comply with any fire safety and handicap procedures and regulations established by the County and/or any governmental agency. Tenant shall distribute to its employees, representatives, contractors and invitees a copy of these Rules and Regulations and all fire drill safety and handicap material provided to it from time-to-time by County and/or any governmental agency. If an audible fire alarm is sounded in the Building 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 shall notify County in writing of the emergency contact information of two on-site employees or representatives who are responsible for emergency evacuations or fire drills for their 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 and/or phone installation employees or contractors as to where and how telephone and computer network cables are to be introduced. No boring or cutting for wires will be allowed without the consent of the County. The location of telephones, call boxes and other office equipment affixed to the Premises shall be 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 shall in no case be liable for damages with regard to the admission to or exclusion from the Building or Premises of any person. In case of invasion, mob, fire alarm, bomb threat, riot, public excitement, or other commotion, 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 shall in any manner do any act in violation of any of the rules and regulations of the Building or impair the safety of any Tenant, employee, or contractor of County.
14. No machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the County.
15. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same by others.
16. County shall have 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 shall 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. All exterior areas adjacent to the Premises shall be kept clean and free from dirt and rubbish by Tenant and Tenant shall 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.
20. Upon the termination of the tenancy, Tenant shall deliver to County all keys to the Premises and security access cards for the Building that have been furnished to Tenant.
21. No electrical cooking appliances of any type other than microwave ovens and coffee machines located in the kitchen/breakroom are allowed in the Premises.
22. No space heaters, fans or personal lighting are allowed at any time in the Premises.

## EXHIBIT C



### PIMA COUNTY, ARIZONA BOARD OF SUPERVISORS POLICY

<b>Subject:</b> Tobacco-Free Environment	<b>Policy Number</b>	<b>Page</b>
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#### **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

<b><u>Subject:</u></b> Tobacco-Free Environment	<b>Policy Number</b>	<b>Page</b>
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**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

## EXHIBIT D

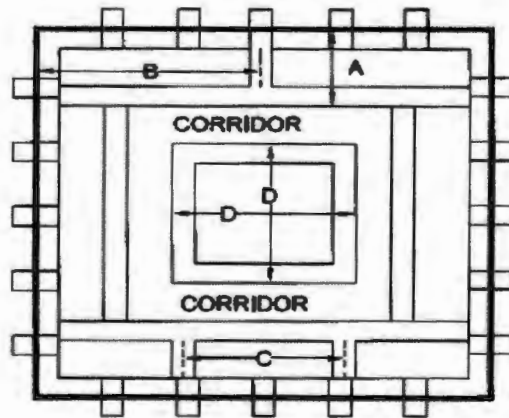
### County Methodology for Measurement of Space

#### 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- $\zeta$  of demising partition to  $\zeta$  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.