



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: September 18, 2018

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

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

***Project Title/Description:**

A new Lease Agreement for a term of five (5) years with one (1) option that allows the tenant to extend the term for an additional five (5) years.

***Purpose:**

This lease will allow the University of Arizona College of Medicine faculty to continue occupying offices in the Herbert K. Abrams Public Health building. The tenant has leased these same premises for the past ten years.

***Procurement Method:**

Exempt per Section 11.04.020

***Program Goals/Predicted Outcomes:**

The tenant will pay rent and their proportionate share of operating expenses during the initial five year term. If tenant exercises the option to extend the term for an additional five years, the rental rate will be determined by an appraisal of the current market rent at that time as stated in section 2b of this lease.

***Public Benefit:**

The convenient location of the leased premises within walking distance of the Banner-University Medical Center South Hospital allows medical faculty easy access to their patients, which benefits the patients' health and well being. Consultations or supervision with medical residents can be conducted quickly if necessary to enhance their medical education.

***Metrics Available to Measure Performance:**

Lease of the office premises for public health complies with the use of the 1997 voter approved General Obligation bond H-10 CFMB13105.

***Retroactive:**

No.

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Contract / Award Information

Document Type: CTN Department Code: FM Contract Number (i.e., 15-123): 19*27
Effective Date: 9/18/2018 Termination Date: 9/17/2023 Prior Contract Number (Synergen/CMS): FM CMS 140517
☐ Expense Amount: \$* ☒ Revenue Amount: \$ 1,568,429.20

***Funding Source(s) required:**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ %

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

If Yes, 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:

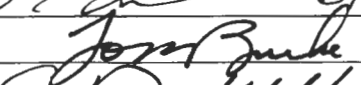
***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Melissa Loesch

Department: Facilities Management

Telephone: 724-8230

Department Director Signature/Date:  3/22/18

Deputy County Administrator Signature/Date:  8-28-18

County Administrator Signature/Date:  8/28/18
(Required for Board Agenda/Addendum Items)

CONTRACT	
NO. <u>CTN-FM-19-027</u>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

LEASE AGREEMENT

This Lease Agreement (this "Lease") is made and entered into this ____ day of _____, 2018, by and between the ARIZONA BOARD OF REGENTS, a body corporate, for and on behalf of The University of Arizona (hereinafter referred to as the "Tenant") and PIMA COUNTY, a political subdivision of the State of Arizona (hereinafter referred to as the "Landlord").

RECITALS

- A. Landlord owns a building (the "Building") located at 3950 S. Country Club Road in Tucson, Arizona, which it uses as a public health building. The Building has, associated with it, certain interior and exterior areas for the common use of all occupants of the Building, including (but not limited to) shelters, ramps, landscaped areas, streets, sidewalks, canopies, loading platforms, entryways, lobbies, stairways, elevators, hallways, washrooms, conference rooms, and other similar facilities (the "Common Areas") as shown on the diagrams attached as Exhibits A and B.
- B. Tenant has a medical education residency program that is based, in part, in the hospital adjacent to the land on which the Building is located, known as Banner - University Medical Center South Hospital (the "Hospital"), and needs additional office space for teaching faculty, near the Hospital.
- C. Tenant has, under a prior lease, been occupying certain premises on the 2nd floor of the Building, approximately 13,556 square feet in size, as shown on the diagrams attached as Exhibit C (the "Premises"), pursuant to a lease agreement dated December 13, 2007. The term of that lease ends on September 18, 2018. Tenant desires to continue leasing the Premises.
- D. This Lease is being entered into pursuant to A.R.S. § 11-256.01 and notice of the Lease was published as required by law.

AGREEMENT

- 1) **LEASE/PREMISES.** In consideration of the rent hereinafter received and all terms, conditions, covenants, and agreements hereinafter contained, Landlord hereby leases and demises to the Tenant and Tenant hereby hires, leases and takes from the Landlord, the Premises. In addition, Tenant will have the right to use the Common Areas on a non-exclusive basis together with other occupants of the Building.
- 2) **TERM.**
 - a) The term of this Lease will be for a period of five (5) years (the "Initial Term") commencing on September 19, 2018 (the "Commencement Date").

- b) If Tenant is in material compliance with all terms and conditions of this Lease, Tenant will have the right to extend the term for one additional five year period (the "Extension Term"), by sending written notice of such election to Landlord (the "Extension Notice") not more than nine (9) nor less than six (6) months prior to the end of the Initial Term. Landlord will, within the forty-five (45) business days after receipt of the Extension Notice, notify Tenant in writing of the proposed rental rate for the Extension Term based on an appraisal of the current market rate. Landlord will send a copy of the appraisal to Tenant with the written notice. Tenant will, within the next thirty (30) business days, notify Landlord in writing of its acceptance or rejection of the proposed rate. If Landlord and Tenant are unable to agree upon the rental rate for the Extension Term, then the Lease will terminate at the end of the Initial Term as if the Extension Notice had never been given.
 - c) The Initial Term, together with the Extension Term if exercised, as sooner terminated or further extended as provided herein, will be referred to herein as the "Term."
- 3) USE.
- a) Permitted Uses: The Premises will be used by Tenant only for office space for medical college faculty, in connection with the residency program conducted by Tenant at the Hospital, and uses reasonably related thereto.
 - b) Prohibited Activities: Tenant will not permit any unlawful activities on the Premises, or any activities that unduly interfere with activities of the other occupants of the Building or neighboring property owners/occupants.
 - c) Hazardous Materials Prohibited; Clean Air Act. Tenant will not cause or permit any hazardous or toxic materials or substances to be brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord, other than such hazardous or toxic materials or substances that are necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all laws regulating any such materials or substances. Tenant's operations on the Premises will comply with all applicable provisions of environmental laws and regulations, including the Clean Air Act, 42 U.S.C. 7401 et seq. and Arizona Revised Statutes, Title 49, Chapter 3. Tenant will remediate and clean up, at its sole cost and expense, any contamination of the Premises occurring during the term of this Lease.
 - d) Common Areas. The Common Areas will at all times be subject to the control and management of Landlord, and Landlord will have the right from time to time to change the area, level, location, appearance and furnishing or landscaping of Common Areas, provided that it does not materially interfere with Tenant's operations. Landlord will have the right at any time to temporarily close any portion of the Common Areas for the purpose of making repairs, changes or additions

thereto, and Landlord may enter into agreements with adjacent owners for cross-easements for parking, ingress or egress.

- e) Parking. Tenant will have the right to utilize the parking lot on the south side of the Building, which is labeled "Abrams Parking" on Exhibit A, on a non-exclusive and non-reserved basis, in common with other Building occupants. Landlord and Tenant will determine the Tenant's employees use and monthly cost of any new parking garage which Landlord may construct during the term of this Lease.
 - f) Rules and regulations. Tenant and its employees, agents, contractors and invitees will abide by rules and regulations for the Building shown on Exhibits D and E that are established from time to time by Landlord concerning, among other things, sanitation, handling of trash and debris, loading and unloading of trucks and other vehicles, safety and security, after hours use 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 Tenant's permitted use of the Premises.
 - g) Use of other areas of the Building. It is Landlord's intent to utilize the Building for public health, office, and related purposes, as stated in the recitals, and may lease space within the Building to other public and/or non-profit organizations and agencies for such use. Landlord will, however, have the right to make any legal use of the Building or portions thereof.
 - h) Security. Tenant will comply with Landlord's security system, which may include checking in and out of the Building after hours, and utilizing ID badges or key cards. If Landlord requires the use of ID badges or key cards, Landlord will furnish them, and Tenant will pay to Landlord the cost thereof. Tenant will pay Landlord \$50.00 for each key card that Tenant has lost or damaged and Landlord must replace.
- 4) RENT.
- a) Rental Rate. The base rent will be \$225,029.60 per year. Rent for the Extension Term, if Tenant exercises its extension option, will be determined as set forth in Section 2) above.
 - b) Payment of Rent. Tenant will pay rent in advance, in equal monthly installments, on or before the Commencement Date and the first day of each month thereafter during the term, except that the first month's rent will be prorated if necessary to reflect a partial month. Rent will be delivered to the Pima County Finance-Revenue Division, 33 N. Stone, 6th Floor, Mail Stop DT-BAB6-404, Tucson, Arizona 85701. Tenant will pay interest (simple interest, not compounded) on any late payments of rent, or any other sum due under this Lease, at the rate of 8% per annum from the date due until paid.

c) Operating Expenses. Tenant will, in addition to the base rent set forth above, pay Tenant's Proportionate Share of all Operating Expenses for the Building and all associated Common Areas.

i) "*Tenant's Proportionate Share*" is the percentage calculated by dividing the total rentable area of the Premises by the total rentable area of the Building. Based on the Plans, Tenant's Proportionate Share is 7.19%.

ii) "*Operating Expenses*" means all direct costs of operation, repair and maintenance of the Building and Common Areas, including (but not necessarily limited to) any applicable real estate taxes or special assessments; utilities (including electrical, water and sewer charges); insurance premiums; elevator maintenance; the cost of repairs to Common Areas; landscaping costs; costs associated with maintaining, painting, repairing or resurfacing the parking area; janitorial supplies and services; Landlord's direct and indirect labor costs for any work done by Landlord's own labor force; and a 10% administrative charge.

iii) *Payment of Tenant's Share*. Tenant will pay, on the Commencement Date, and on the first day of each month during the term of this Lease thereafter, Tenant's Proportionate Share of the estimated Operating Expenses for the next month. (If the first and last months are partial months, the amount will be prorated.) Landlord will advise Tenant from time to time of the amount of the monthly estimated Operating Expenses and Tenant's Proportionate Share of same, and Tenant will pay that amount on a monthly basis, without demand or offset, until such time as Landlord advises Tenant of any new estimate.

iv) *Reconciliation/Audit*. Landlord will, no less often than annually, give to Tenant a reasonably detailed itemized statement reconciling estimated Operating Expenses paid with actual Operating Expenses incurred. In addition, Tenant will be entitled, at any time, to inspect or audit, at Tenant's expense, Landlord's books and records in order to verify the amount of Operating Expenses. If such a reconciliation or audit reveals that Tenant has underpaid, Tenant will pay any additional amounts due within thirty (30) days of receipt of the statement or completion of the audit; if Tenant has overpaid, Tenant will receive a credit in the amount of the overpayment against subsequent Operating Expense payments due hereunder.

5) REPAIRS & UTILITIES.

a) Repairs. Subject to Section 14) concerning damage resulting from a casualty, and to subsection d below, Landlord will make all repairs in and to the Building and Premises, except as provided below. This will include the roof, structural portions of the Building, and major Building systems such as air conditioning motors or

compressors, major plumbing requirements (in-wall plumbing), heating units and in-wall electrical connections.

- b) Notification to Landlord. In the event of a breakdown or needed repairs to the Premises or equipment associated therewith, Tenant will notify Landlord or its agent of such breakdowns or needed repairs, and Landlord will cause such repairs and/or replacements as are necessary to correct such condition to be done within a reasonable period of time.
 - c) Cleaning & Minor Maintenance. Landlord will provide janitorial services to the Premises, as described on Exhibit F attached hereto. The cost of these services will be included in Operating Expenses.
 - d) Tenant Damage. Tenant will promptly repair any damage done to the Premises, the Common Area, or the Building caused by any employee, agent, contractor or invitee of Tenant.
 - e) Access to the Premises. Tenant will permit Landlord and Landlord's authorized representatives to enter the Premises at times convenient to Tenant for purposes of inspection, making any repairs and performing any work therein as may be necessary for Landlord to comply with the provisions of this Section 5). Landlord, in the performance of any such work, will cause as little inconvenience, annoyance, disturbance, or damage to Tenant as may reasonably be possible under the circumstances.
 - f) Utilities. Landlord will provide all utilities to the Premises and the Common Areas, including electricity, gas, water, sewer, and trash collection. All utilities other than telecommunications services (which are paid separately, by the Tenant, pursuant to paragraph g below) will be included in operating Expenses.
 - g) Telephone/Internet Charges. Tenant will be responsible for supplying and installing its own telephone equipment, and obtaining its own telephone and internet service.
- 6) **TAXES.** Tenant will be responsible for all taxes related to this Lease and will pay to Landlord, in addition to any other sums due hereunder, any applicable rental taxes for which Landlord is responsible including, if applicable, the government property lease excise tax pursuant to A.R.S. § 42-6201 et seq.
- 7) **INSURANCE.** Landlord will be responsible for fire and other property insurance for the Building, and may self-insure for such losses. Tenant will be responsible for insuring its personal property brought to the Premises. Tenant will provide commercial general liability insurance or its equivalent in the amount of \$2,000,000 each occurrence. Landlord acknowledges that it has been informed that Tenant is a participant in the State of Arizona Department of Administration's insurance program under A.R.S. § 41-621 and that coverage

under said program will be sufficient and acceptable to fulfill the Tenant's liability insurance obligation under this lease.

8) DEFAULT.

- a) Tenant Default. The occurrence of any one or more of the following events will constitute a default and breach of this Lease by Tenant for which Landlord may terminate this Lease:
- i) *Operation of Premises.* The vacating or abandonment of the Premises, or cessation of activities thereon, or any portion thereof, by Tenant, where such abandonment will continue for a period of ten (10) calendar days after notice of such default is sent by Landlord to Tenant.
 - ii) *Monetary Obligations.* The failure by Tenant to make any payment required to be made by Tenant hereunder, as and when due, where such failure will continue for a period of ten (10) calendar days after notice from Landlord that such payment is due.
 - iii) *Violation of Law.* Violation of any law by Tenant, or the conduct of any unlawful activities on the Premises that are permitted by Tenant, either tacitly or explicitly, or which Tenant has not taken reasonable means to prevent after Tenant becomes or in the exercise of reasonable diligence should have become aware that such activities are being conducted.
 - iv) *Health and Safety Violation.* Any action or omission by Tenant that, in the Landlord's reasonable judgment, causes a threat to the health or safety of the general public or the users of the Building.
 - v) *Other Covenants.* The failure by Tenant to observe or perform any other of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, where such failure will continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant will not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion provided such cure is completed within one hundred and twenty (120) days of the notice by Landlord.
- b) Landlord Default. Landlord will be deemed to be in default hereunder if Landlord fails to perform any covenant or condition of this Lease to be performed by Landlord and such failure continues for thirty (30) days after written notice and demand from Tenant (unless the failure is of such a character as to require more than thirty (30)

days to cure, in which event Landlord will be in default only if it fails to initiate the cure within thirty days, and thereafter 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, except that Tenant, because of the special nature of this rent-free Lease, which does not generate net revenues for Landlord, will not be entitled to pursue any monetary damages or penalties.

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

TENANT: Planning, Design & Construction
Attn: Real Estate
The University of Arizona
220 W. 6th Street, 3rd Floor
Tucson, Arizona 85721
Telephone: 520-621-3775

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

With a copy to:

Director, Pima County Facilities Management
150 W. Congress Street, 3rd Floor
Tucson, Arizona 85701

- 10) **ASSIGNMENT.** Tenant will not have the right to assign or sublease the Premises in whole or in part without the prior written consent of the Landlord. Because of the special nature of this Lease, such consent may be withheld by Landlord in Landlord's sole and unfettered discretion. Such an assignment or sublease, if permitted, does not constitute a release of any obligations of the Tenant due under this lease. The Landlord agrees that should it desire to sell the Building, it will do so only subject to the terms and conditions of this lease and further agrees to give at least thirty (30) days notice of any such intent to the Tenant.
- 11) **MODIFICATIONS.** Tenant will make no modifications to the Premises without written approval of Landlord, such approval will not unreasonably be withheld.
- 12) **FURNISHINGS.** Tenant will have a right to remove from the Premises all furnishings, fixtures, and equipment installed in the Premises by the Tenant. However, in removing any such furnishings, fixtures, or equipment, the Tenant will restore the Premises to its condition

prior to the installation of said furnishings, fixtures, or equipment or at Tenant's option and with Landlord's approval, will leave said items in place and they will become the property of the Landlord.

- 13) NO LIENS OR INTERFERENCE. Tenant 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 demised Premises.
- 14) DESTRUCTION OF PREMISES. If at any time during the term of the lease or any extension hereof, the Premises becomes partially or totally destroyed by reason of any damage by fire, flood, hurricane, windstorm or other casualty or act of God and the Landlord cannot or does not fully repair the Premises within ninety (90) days through no fault of the Tenant then the Tenant will be relieved of any further obligation, duty or liability under this lease. If the Premises can be and are repaired fully in ninety (90) days, then the lease will continue in full force and effect while the repairs are being made, and the Tenant's rent will be abated by the percentage of the total space which is unavailable or not reasonably useful to the Tenant.
- 15) PERSONAL PROPERTY. All personal property placed or removed in the Premises will be at the risk of the party placing such property on the Premises or moving such property in the Premises.
- 16) INSPECTION. Landlord will be given access to Premises to view and inspect its condition and state of repair upon reasonable notice to Tenant.
- 17) CONDEMNATION. If all or any part of the Premises are taken under the power of eminent domain or sold under the threat of exercise of that power, this lease may be terminated by the Landlord or the Tenant without further obligation on the part of either party.
- 18) DAMAGE TO PROPERTY. The Tenant covenants that it will permit no waste or damage to the lease property; that it will keep all improvements placed upon the Premises in reasonably good order and reasonably good state of repair.
- 19) QUIET ENJOYMENT. Landlord warrants that Landlord is seized of the Premises and has the full right to make this lease. Landlord further covenants that Tenant will have quiet and peaceful possession of the Premises during the entire term as against lawful acts of third parties and as against the acts of all parties claiming title to, or a right to possess, the Premises.
- 20) EXPENSES ADVANCED BY TENANT. If Landlord fails within thirty days (or such lesser time as is appropriate if there is a threat to health or safety) after requested by Tenant to make such repairs or perform such other act as may be required of Landlord under this Lease, Tenant may cause such repairs to be made or such acts to be performed at the expense of Landlord. Tenant may apply such claims against any subsequent installment of rent.

- 21) **SIGNS.** Tenant may, upon obtaining any necessary permits from governmental authorities, and the advance written approval of Landlord, erect and maintain at Tenant's own expense signs of such dimensions and materials as it may desire. Landlord's consent will not be unreasonably withheld.
- 22) **CHANGE IN OWNERSHIP.** If ownership of the Premises or the name or address of the party entitled to rent will be changed, Tenant may, until receipt of written notice of such change, continue to pay rent to the party to whom and in the manner in which the last preceding installment of rent was paid. Tenant will not be subject to double liability for any rent so paid.
- 23) **SURRENDER/HOLDING OVER.** On termination of Tenant's occupancy, Tenant will surrender the Premises in the condition in which Tenant is required to maintain them under this Lease. If Tenant for any reason and with written consent of Landlord remains in possession after the expiration of this Lease (including any optional extension), or after the date specified in any notice of termination given by either party, such possession will be as a month to month Tenant, subject to all conditions of this Lease other than the term hereof, at a monthly rent equal to that accruing during the last month of the preceding term.
- 24) **INTERPRETATION OF LEASE.** The parties acknowledge that each has had the opportunity to review this agreement with counsel of its or their choice. This lease will not be construed most strongly in favor nor most strongly against either of the parties but will be interpreted fairly and equitably to effectuate the intent of the parties. All provisions contained in this lease will bind and inure to the benefit of the parties hereto, their successors and assigns.
- 25) **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.
- 26) **NON-DISCRIMINATION.** The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this lease as if set forth in full herein, **including flow down of all provisions and requirements to any subcontractors.** 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
- 27) **ARBITRATION.** The Parties agree that if a dispute arises between them concerning this Agreement, the Parties may be required to submit the matter to arbitration pursuant to Arizona law.
- 28) **STATE OBLIGATION.** The parties recognize that the performance by both Tenant and Landlord may be dependent upon the appropriation of funds by the State Legislature of Arizona, the Board of Supervisors of the County, or the availability of funding from other

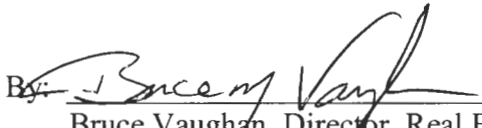
sources. Should the relevant governing body fail to appropriate the necessary funds, if either party's appropriation is reduced during the fiscal year, or if funding becomes otherwise not legally available to a party hereunder, that party may reduce the scope of this Agreement if appropriate or cancel 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 the Board's attention.

- 29) CONFLICT OF INTEREST. This Lease is subject to cancellation pursuant to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.
- 30) 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" attached hereto as Exhibit G, 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.
- 31) AMERICANS WITH DISABILITIES ACT. Both parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act as it pertains to facilities and use of the facilities. This will not obligate Landlord to make any modifications to the Building, as a result of any change in the law or regulations, if such repairs are not otherwise legally required.
- 32) SUSTAINABILITY PLAN. In accordance with the Landlord's Sustainability Plan, Tenant will use all reasonable efforts to use recycled products or re-use and recycle materials used in the Premises.

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IN WITNESS WHEREOF, we have set our hands and seals on the day and date first written above.

ARIZONA BOARD OF REGENTS
FOR THE UNIVERSITY OF ARIZONA

By: 
Bruce Vaughan, Director, Real Estate

Date: 8/24/18

PIMA COUNTY, a political subdivision
of the State of Arizona

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST:

Julie Castaneda
Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:



Director, Facilities Management Department

APPROVED AS TO FORM:



Deputy County Attorney

Exhibits:

- A: Exterior diagram showing Building footprint and parking lots.
- B: Interior diagram of the Building showing the Premises and Common Areas.
- C: Premises Floor Plan
- D: Rules & Regulations
- E: Photos of desk lamps and light permitted in Rules Regulations
- F: Janitorial services.
- G: Board of Supervisors Tobacco Free Environment Policy # C.3.18.

EXHIBIT A

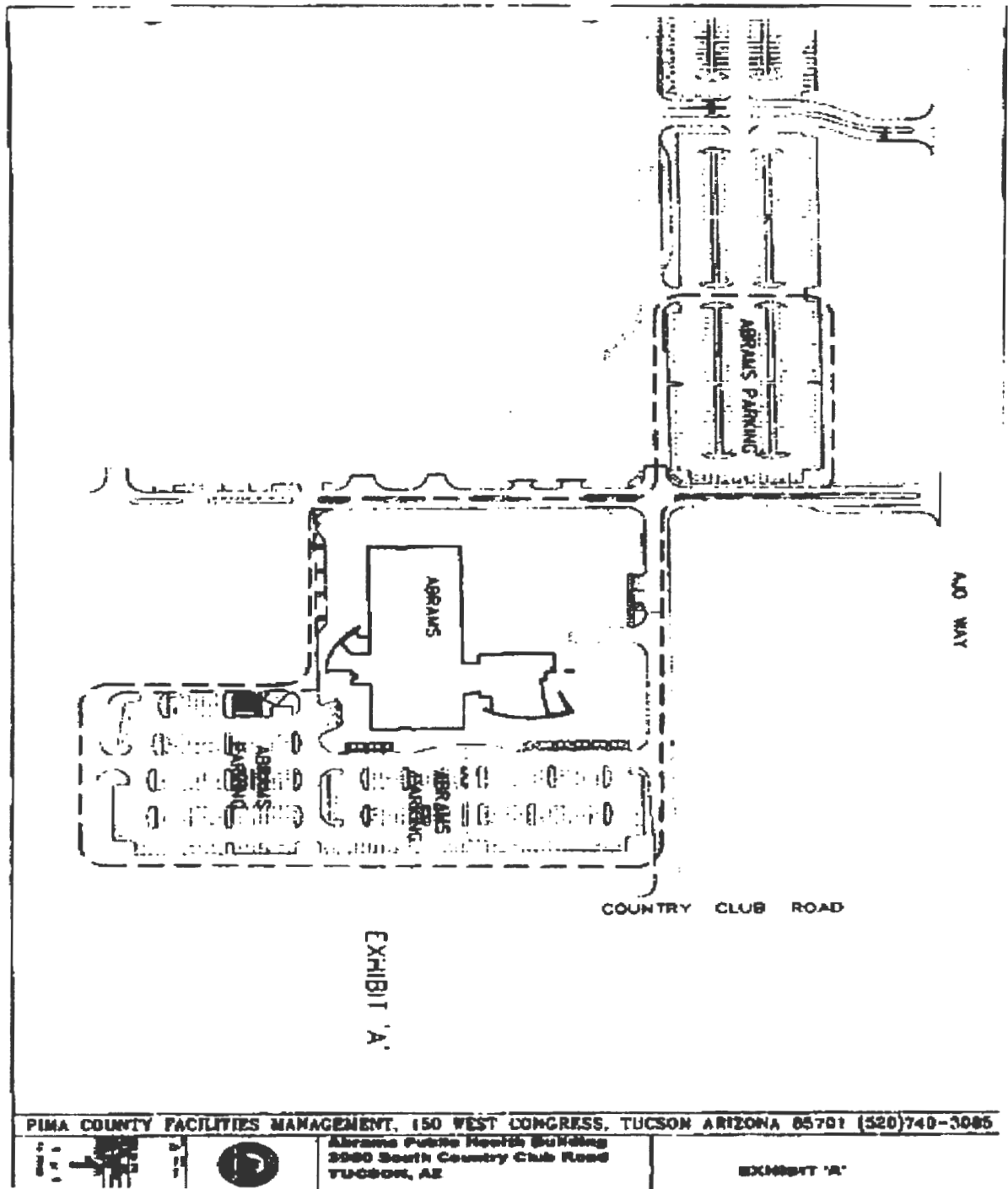
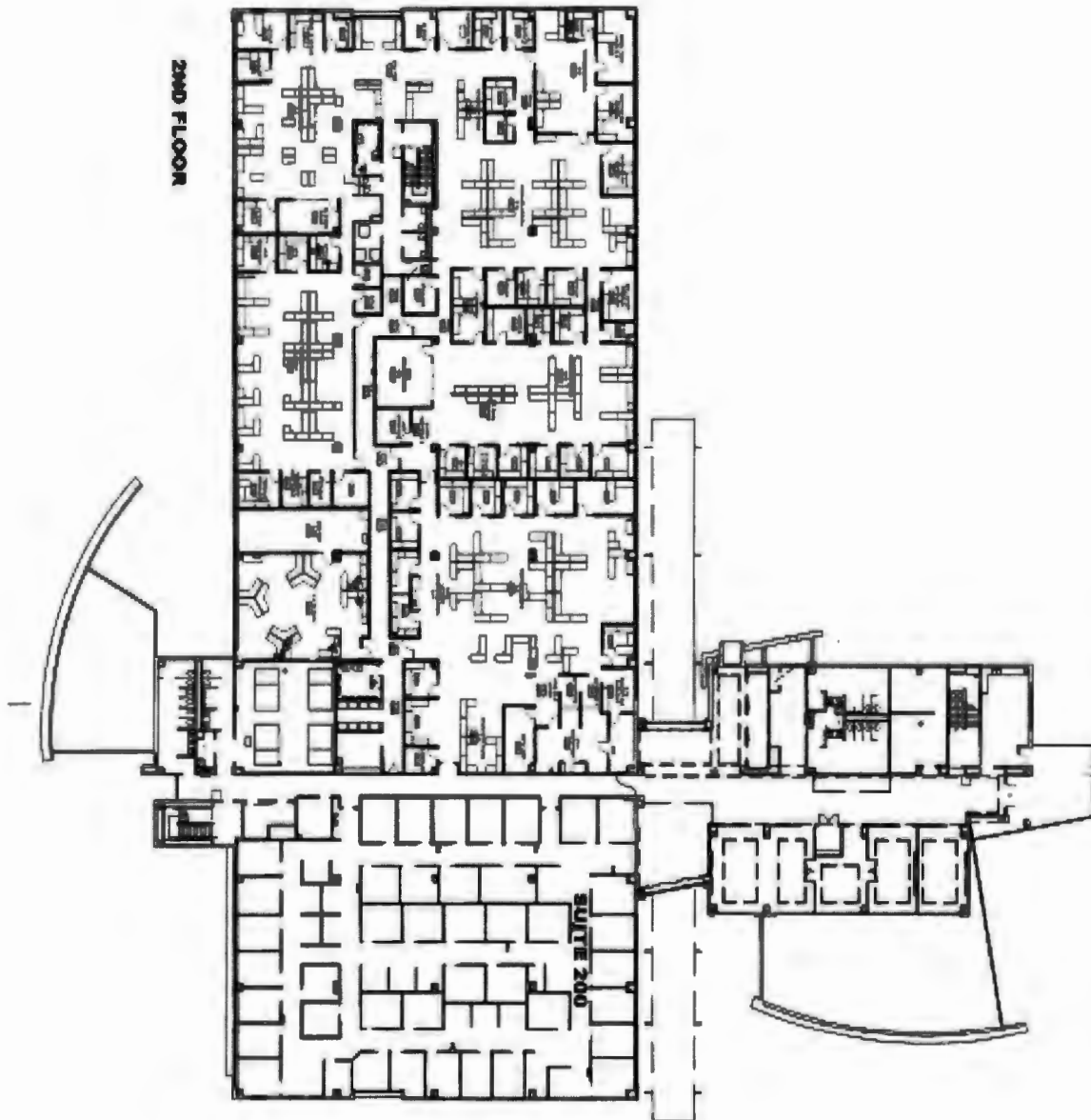


EXHIBIT B



PIMA COUNTY FACILITIES MANAGEMENT, 150 WEST CONGRESS, TUCSON ARIZONA 85701 (520)740-3085



Abrams Public Health Building
3950 S. Country Club Rd
Tucson, Arizona

FLOOR PLAN
2nd FLOOR

EXHIBIT C

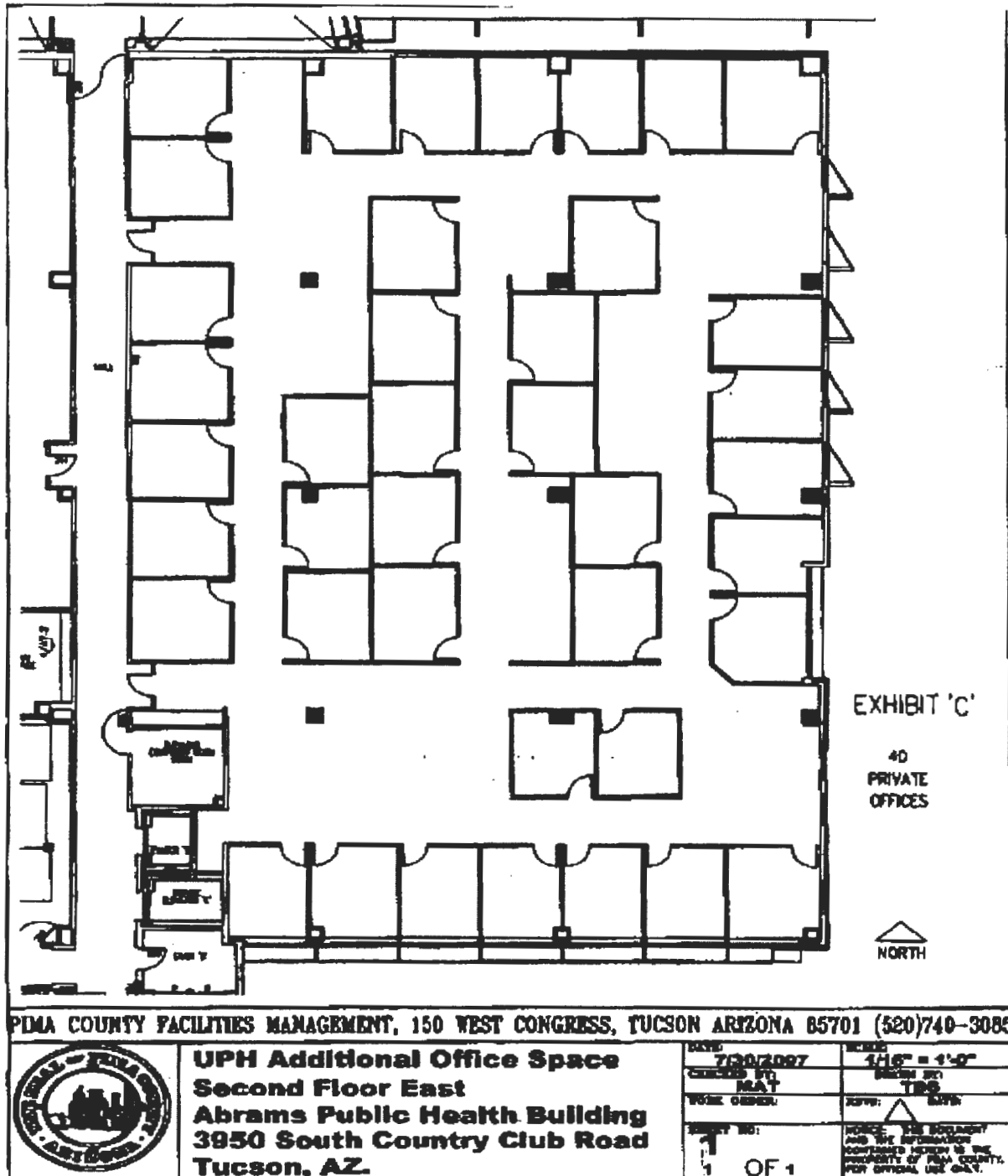


EXHIBIT D

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 will not be construed to modify or amend any of the terms, covenants, or agreements and conditions of a tenant's lease. Each tenant will be responsible for informing its employees and invitees as to the provisions of these Rules and Regulations and to enforce same with respect to its employees and invitees. County may waive compliance with any one or more of these Rules and Regulations for the benefit of a tenant. Such waiver will not be construed as a waiver for any other tenant, nor will 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 will 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 will 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 will 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 will 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 will 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 will Tenant cause any window in the Premises to be color treated.
3. The sidewalks, exits and entrances, will not be obstructed by Tenant or used 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 will not be unreasonably withheld. County will 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 will 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 the rekeying is requested by County. 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. The plumbing facilities will not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever will be thrown therein. The expense of any breakage, stoppage or damage resulting from a violation of this provision will be borne by the Tenant whose employee, agent or invitee will have caused it.
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 and/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 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 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 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 will be brought in or kept 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 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 will comply with any fire safety and handicap procedures and regulations established by the County and/or any 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 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 will notify County in writing of the emergency contact information of two on-site employees or representatives who are responsible for emergency evacuations or fire drills for their 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 will 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 will 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 will 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 will be installed, maintained or operated upon the Premises without the written consent of the County.
15. Tenant will not disturb, solicit, or canvass any occupant of the Building and will cooperate to prevent same by others.
16. County will 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 will 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 will be kept clean and free from dirt and rubbish by 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 County approved bike storage racks/ facilities or refuse containers.
20. Upon the termination of the tenancy, Tenant will 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, floor fans or floor lamps are allowed at any time in the Premises. Existing small desk top personal fans and lights as shown in **Exhibit E** are permitted.

EXHIBIT E




EXHIBIT F

PIMA COUNTY CUSTODIAL SERVICES-REQUIREMENTS CONTRACT THE ABRAMS PUBLIC HEALTH BUILDING

Facility: Herbert K. Abrams Public Health Building

- A. Location: 3950 South Country Club Road, Suite 200
- B. Approximate Square Footage to be Cleaned: 13,492
- C. Nature of Building: Office Building
- D. Work Schedule: Two (2) times a week general cleaning; restrooms, kitchens/lounges five (5) times a week.
- E. Staff Schedule: During business hours
- F. General cleaning requirements specified herein will be performed. All floor work, including stripping and waxing, spray buffing, carpet cleaning per manufacturer's specifications is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of Tenant. All schedules are to be approved by Landlord's representative.
- G. Facility Specific Requirements: Two (2) times a week general cleaning; restrooms, kitchens/lounges five (5) times a week. If additional service is required, contact Michael Foster at 724-8319 or by e-mail at michasel.foster@pima.gov.
- H. Building Keys will be Issued to Tenant. All employees will have uniforms. Supervisor will perform a visual inspection to ensure nothing is being taken out of the Building that does not belong to the employee.

EXHIBIT G

 PIMA COUNTY, ARIZONA BOARD OF SUPERVISORS POLICY		
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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

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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 faculties 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

Effective Date: January 1, 2013