



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: Dec. 17, 2019

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

The Tucson Urban League Inc., an Arizona nonprofit corporation

**\*Project Title/Description:**

Tucson Urban League Lease agreement for office space in 801 W. Congress St 85745

**\*Purpose:**

To lease office space to Tucson Urban League so they may continue to serve underprivileged families and individuals.

**\*Procurement Method:**

"Exempt pursuant to Pima County Code section 11.04.020.D."

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

This lease provides Tucson Urban League affordable office and conference space to use so it may continue its mission to serve underprivileged families and individuals through education, vocational training, after-school programs and more.

**\*Public Benefit:**

Easily accessible education/training environments for adults and children. Additionally, Tucson Urban League mission is compatible with other Pima County service providers located at 801 W. Congress St.

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

Reduced poverty and increased employment opportunities within Pima County. Easily accessible education/training environments for adults and children.

**\*Retroactive:**

No

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**Contract / Award Information**

Document Type: CTN Department Code: FM Contract Number (i.e., 15-123): 20\*87  
Effective Date: 12/31/2019 Termination Date: 12-30-20 <sup>HL</sup> Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount: \$\* 00.00 ☒ Revenue Amount: \$ \$4,431.00

**\*Funding Source(s) required:** Revenue from Lease

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 22-10.*

**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: Kevin Button

Department: Facilities Management

Telephone: 520.409.4614

Department Director Signature/Date: [Signature] 12/10/19

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: C. R. Schelberg 12/10/19  
(Required for Board Agenda/Addendum Items)

**DEPARTMENT:** Pima County Facilities Management

**Project:** Tucson Urban League Office Space Lease at Pima County Housing Center

**LANDLORD:** Pima County, a political subdivision of the State of Arizona

**ADDRESS:** 801 W Congress St, Tucson, AZ 85745

**CONTRACTOR:** The Tucson Urban League Inc., an Arizona nonprofit corporation ("Tenant")

**Amount:** \$4,431.00

**CONTRACT #:** CTN-FM-20\*87

### LEASE AGREEMENT

1. **PARTIES:** This Lease is made by and between Pima County ("**County**"), a political subdivision of the State of Arizona and the Tucson Urban League Inc., an Arizona nonprofit corporation (hereinafter referred to as "**Tenant**").
2. **BACKGROUND & PURPOSE:**
  - 2.1. County owns a building located at 801 West Congress St, Tucson, AZ 85745 (the "**Building**"), containing 6,441 square feet of furnished office space shown in **Exhibit A**.
  - 2.2. The Building has five (5) available office spaces, consisting of three (3) offices, and two (2) cubicles, for a total of approximately 422 square feet of rentable space. These rooms are identified as Rooms 105, 115, 117, 130A and 130B ("**Office Space**") shown in **Exhibit B**. Additionally, there are four (4) associated conference/classrooms ("**Shared Spaces**") in the Building, identified in Section 6.3 and shown in **Exhibit C**, which Tenant wishes to use when not scheduled for use by other Building occupants.
  - 2.3. In addition to the Shared Spaces, the Building has, associated with it, certain interior and exterior areas for the common use of all Building occupants, including but not limited to, streets, sidewalks, canopies, roadways, parking lots, landscaped areas, loading platforms, entryways, lobbies, stairways, hallways, washrooms, patios, ramps, and other similar facilities (the "**Common Areas**").
  - 2.4. Tucson Urban League ("**Tenant**") is an Arizona nonprofit corporation whose mission is to advance the economic and social prosperity for African Americans and other underserved Tucson area residents by creating access to opportunity through advocacy, community partnerships, and other supportive programs and services. This mission is compatible with the Pima County Community Development and Neighborhood Conservation Department, the Building's current occupant.

- 2.5. County desires to let to Tenant, and Tenant desires to lease from County, the Office Space, under the terms and conditions set forth in this agreement (the "**Lease Agreement**"). County has authority to lease the Office Space to Tenant under A.R.S. § 11-254.01, and has published notice of this lease as required by law.

### 3. OFFICE SPACE AND TERM:

- 3.1. **Office Space.** In consideration of rent monies and all terms, conditions, covenants, and agreements contained herein, County hereby lets to Tenant, and Tenant hereby leases from County, the Office Space identified in Section 2.2, under the terms and conditions set forth in this Lease Agreement, including the furnishings located in the Office Space. Tenant will also have the right to use all Common Areas and Shared Spaces in common with other Building occupants.
- 3.2. **Parking.** Tenant's employees and visitors may park in any unassigned spaces in the Building parking lot as shown in **Exhibit D**. County will not reserve or assign Tenant parking spaces and makes no guarantee of parking availability. All unassigned spaces are available on a first come, first served basis.
- 3.3. **Term.** The term of this Lease will be for a period of 12 months commencing on December 31, 2019 (the "**Commencement Date**").
- 3.4. **Option To Extend.** If Tenant is not in default under the Lease, Parties may, by mutual written agreement, extend the Initial Term of the Lease for up to four (4) additional 1-year periods (each, an "**Extension Term**"). Tenant must provide their request to extend by written notice to the County sixty (60) days prior to end of the Initial Term or the prior Extension Term, as applicable. "**Term**" means the initial term and any Extension Term(s).

### 4. RENT:

- 4.1. **Base Rent.** Tenant will pay to County rent ("**Base Rent**") of \$369.25 per month. The rent will be increased by 3% at the beginning of each extension year.
- 4.2. **Payment of Rent.** Tenant will pay Rent in advance, on or before the 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. Rent must be delivered to Pima County Government, Finance-Revenue Management 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 that is not paid when due, at the rate of 8% per annum from the date due until paid.

5. **COUNTY'S REPRESENTATIONS AND WARRANTIES:** County warrants and represents, that to the best of its knowledge, the Building is in compliance with and will, during the Term of this Lease, remain in compliance with all applicable Federal, State or local building and other applicable codes, including the Americans with Disabilities Act.

6. **USE OF OFFICE SPACE, SHARES SPACES, AND COMMON AREAS:**

6.1. **Permitted Uses.** Tenant may use and occupy the Office Space for office use in connection with its operations as described in Section 1 above.

6.2. **Prohibited Uses.** Tenant will not use, or knowingly permit the Office Space or any portion of the Building to be used in any way that would constitute a violation of any law, ordinance, or governmental regulation or order, or that would constitute a nuisance or waste.

6.3. **Shared Spaces.** The Shared Spaces consist of the following rooms shown in Exhibit C.

Room Name	Room Number	Must Be Scheduled
Small Conference Room	132	No
Large Conference Room	102	Yes
Small Community Room	126	Yes
Large Community Room B	106	Yes

Tenant must schedule and reserve, in advance, the use of any Shared Space except for Room 132, with Pima County Community Development and Neighborhood Conservation Department (CDNCD). CDNCD has priority when scheduling these spaces. Tenant may use Room 132, without reserving it in advance, provided it is not being used by CDNCD. Tenant will tidy up any Shared Space after using it.

6.4. **Common Areas.** The Common Areas and Shared Spaces will at all times be subject to the control and management of County, and County has the right from time to time to change the area, level, location and arrangement of improvements and landscaping within Common Areas and Shared Spaces, provided that it does not materially interfere with Tenant's operations. County has the right at any time to temporarily close any portion of the Common Areas or Shared Spaces for the purpose of making repairs, changes or additions thereto, and County may enter into agreements with adjacent owners for cross-easements for parking, ingress or egress.

6.5. **Rules and Regulations:** Tenant and its employees, contractors, agents and invitees will abide by the rules and regulations for the Building, which are set forth in **Exhibit E** attached hereto and incorporated herein. County has the right, from time to time, to modify or make additional reasonable rules and regulations, including but not limited to, reasonable requirements pertaining to sanitation, handling of trash and debris, loading and unloading of trucks and other vehicles, and safety and security against fires, theft, vandalism, personal injury and other hazards, provided that such rules and regulations

are applied in a non-discriminatory manner and do not unreasonably impair Tenant's permitted operations.

- 6.6. **Use of Building by Others:** County currently uses the other areas within the Building for offices and related purposes, but has the right to make any legal use of the Building, and may lease space within the Building to other organizations and agencies for any legal use.

7. **UTILITIES; SERVICES:**

- 7.1. This is a full service lease; in consideration of the Base Rent being paid by Tenant, County will provide electricity, sewer and water; trash removal and recycling services; janitorial services; replacement of light bulbs and fluorescent tubes and lighting fixtures, as needed; and interior and exterior pest control services to the Building.
- 7.2. **Telecommunications.** Unless arrangements are made under separate agreement, Tenant will at its own expense, be responsible for its telecommunications systems and equipment, including computers, telephones, data and Internet services. Tenant may obtain Internet/data network connection(s) from a local ISP and will maintain it at its own expense. If ISP connection requires building penetration, Tenant will get written approval for location of same.
- 7.3. **Additional Services:** In addition, County will furnish the services specified in Exhibit G, labeled Additional Services, for which Tenant will pay the charges listed.
- 7.4. **Heating, Ventilation and Air-Conditioning (HVAC).** HVAC will be furnished during normal building hours (8:00 a.m. to 8:00 p.m. Monday through Friday ("Building Hours")). After-hours HVAC may be requested by contacting Facilities Management through FM-TenantRequest@pima.gov email address with at least forty-eight (48) hours advance notice. Tenant will pay County a standard hourly charge (currently \$35.00 for after-hours HVAC) payable in the same manner as rent within thirty days from receipt of invoice.
- 7.5. **Emergency Notification.** In the event of an emergency involving the Office Space, Tenant will notify County or its agent, via email at FM-TenantRequest@pima.gov or by phone at 520-724-3085, as soon as possible.

8. **REPAIRS AND MAINTENANCE:**

- 8.1. **Maintenance:** County will clean and maintain the exterior and structural portions of the Building, and all major building systems, such as HVAC, electrical, and plumbing, in compliance with all applicable standards and codes.
- 8.2. **Repairs:** County will make all repairs in and to the Office Space, including furnishings in the Office Space, except when the disrepair is attributable to the negligence of Tenant, its servants, invitees, agents or employees.
- 8.3. **Access to the Premises:** Tenant will permit County and County's authorized

representatives to enter the Office Space for purposes of inspection, making any repairs and performing any work therein as may be necessary for County to comply with its obligations under this Lease Agreement. County, in the performance of any such work, will cause as little inconvenience, annoyance, disturbance, or damage to Tenant as reasonably possible under the circumstances, but without being required to incur additional expenses. If necessary, during emergencies, Tenant will provide keys and immediate, unrestricted access to first responders.

9. **LICENSURE AND REGISTRATION.** Tenant will apply for and obtain any license, registration or permit that is required during the Term of this Lease for its operations in the Office Space and will maintain such license, registration or permit in good standing throughout the Term of this Lease.
10. **ALTERATIONS AND IMPROVEMENTS:** Tenant will not make or cause to be made any alterations, additions or improvements ("**Alterations**") to the Office Space without first obtaining County's written approval, and may not make any Alterations to any other portion of the Building.
11. **SURRENDER OF OFFICE SPACE:** Tenant, upon expiration or earlier termination of this Lease, will restore the Office Space to its original condition, except for ordinary wear and tear, unless this obligation is waived in writing.
  - 11.1. Upon the termination of the tenancy, Tenant will deliver to County all keys and/or security access cards for the Office Space or Building that have been furnished to Tenant.
12. **CHANGE OF OWNERSHIP.** Any transfer of title to the Building will be subject to this Lease.
13. **DAMAGE OR DESTRUCTION:**
  - 13.1. **Destruction of Premises:** If at any time during the Term of the Lease, the Office Space becomes 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 Office Space within ninety (90) days through no fault of Tenant then Tenant will be relieved of any further obligation, duty or liability under this Lease. If the Office Space can be and is repaired fully in ninety (90) days, then the Lease will continue in full force and effect while the repairs are being made, and Rent will be abated by the percentage of the total space which is unavailable or not reasonably useful to Tenant.
  - 13.2. **Rendering Premises Unusable:** In the event of the partial destruction of the Building (by any cause whatsoever) not rendering the Office Space unusable, County will immediately repair or restore the Building at County's sole cost and expense. If any area of the Office Space is, during this period, unusable by Tenant, the Rent will abate by the same ratio that the unusable area bears to the total area of the Office Space.

#### 14. CONDEMNATION:

14.1. **Complete Taking.** If the whole of the Building is taken or condemned for any public or quasi-public use or purpose, by right of eminent domain or by purchase in lieu thereof, or if a substantial portion of the Building is taken or condemned so that the portion or portions remaining is or are insufficient or unsuitable, in the mutual reasonable judgment of County and Tenant, for the continued operation of the business contemplated by this Lease, so as to effectively render the Office Space untenable, then this Lease will cease and terminate as of the date on which Tenant is required to vacate the Office Space as a result of the condemning authority taking possession and all Rent will be paid by Tenant to County up to that date or refunded by County to Tenant if Rent has previously been paid by Tenant beyond that date.

14.2. **Partial Taking.** If a portion of the Building is taken, and the portion or portions remaining can, in the mutual reasonable judgment of County and Tenant, be adapted and used for the conduct of Tenant's business operation, then the County will promptly restore the remaining portion or portions thereof to a condition comparable to their condition at the time of such taking or condemnation, less the portion or portions lost by the taking, and this Lease will continue in full force and effect except that the Rent payable hereunder will, if necessary, be equitably adjusted to take into account the portion or portions of the Building lost by the taking.

15. **DAMAGE TO PROPERTY.** Tenant covenants that it will permit no waste or damage to the Building; that it will keep all improvements placed upon the Office Space in reasonably good order and reasonably good state of repair, subject to Section 8 with respect to repair obligations.

16. **TAXES.** Tenant is responsible for all taxes, if any, related to this lease, the Office Space, Tenant's payments of or County's receipt of Rent, or Tenant's personal property.

#### 17. INSURANCE

17.1. **Landlord's Insurance.** County will obtain and maintain fire and other property insurance for the Building, and may self-insure for such losses.

17.2. **Commercial General Liability (CGL).** Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

17.3. **Workers' Compensation (WC) and Employers' Liability.** Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

17.4. **Additional Insured.** The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards,



commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

17.5. **Subrogation.** The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

17.6. **Primary Insurance.** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

17.7. **Approval and Modifications.** Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

18. **INDEMNIFICATION.** Tenant covenants that it shall defend, indemnify and hold County, its officers, agents and employees harmless from any and all claims, demands, causes for action, complaints, suits, losses, damages, injuries and liabilities whatsoever, including, but not limited to, costs, expenses and attorney fees, brought by or on behalf of any person, persons or property injured as a result of, or in any way related to, the activities of Tenant or any employee, agent or invitee of Tenant, or Tenant's use of the Building or Office Space, excepting only such injuries as are directly caused by the gross negligence or willful misconduct of County.

19. **HAZARDOUS MATERIALS:** Tenant will not store or use hazardous chemicals or perform hazardous chemical operations in the Building or Office Space that would be prohibited in a standard property insurance policy.

20. **PERSONAL PROPERTY:** All personal property placed in the Building or Office Space by the Tenant will remain the property of the Tenant. Repair of any damage caused by the placing or removing of Personal Property will be the sole responsibility of the Tenant.

21. **QUIET ENJOYMENT:** County covenants that so long as Tenant performs and observes all of Tenant's obligations under this Lease, County will ensure that Tenant has quiet, peaceful and uninterrupted possession, use and enjoyment of the Office Space.

22. **NON-PROFIT STATUS:** Tenant acknowledges it is a nonprofit corporation exempt from taxation under Section 501 (c)(6) of the United States Internal Revenue Code (26 UCS § 501 (c)(6)) and will, upon written request of County, provide, within ten days, County a copy of Tenant's letter of exemption from the Internal Revenue Service.

23. **SUBLEASE AND ASSIGNMENT:** Tenant may not assign its interest in this Lease, or sublet any portion of the Office Space, without County's prior written consent. Any assignment of

this Lease or subletting of the Office Space, if permitted, does not release Tenant from any of its obligations under this Lease.

## **24. DEFAULT AND REMEDIES:**

**24.1. 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 County may terminate this Lease:

**24.2. Monetary Default.** The failure by Tenant to make any payment required to be made by Tenant hereunder, as and when due, when such failure continues for a period of ten (10) calendar days after notice from County that such payment is overdue.

**24.3. Violation of Law.** Use of the Building for any unauthorized, unlawful or illegal purpose when such use continues for a period of three (3) days after written notice from County; provided that Tenant will not be entitled to the benefit of more than one (1) such grace period of three (3) days under this subparagraph during the Term of this Lease.

**24.4. Health and Safety Violation.** Any action or omission by Tenant 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, when such use continues for a period of two (2) days after written notice from County. Tenant's failure to obtain and maintain any required license and/or registration for its operations at the Building is considered a violation under this paragraph.

**24.5. 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, when such failure continues for a period of thirty (30) days after County gives Tenant written notice of the failure; 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 County.

**24.6. County Default.** County will be deemed to 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 Tenant (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 days, or thereafter fails to diligently pursue the same to completion).

**24.7. Remedies.** Either party may pursue any remedies provided by law and in equity for the breach of this Lease, including termination of the Lease.

**25. HOLDOVER:** In the event that Tenant remains in possession of the Office Space after the expiration of the Term, and no new lease agreement has been negotiated and agreed to by both parties, this Lease will be deemed to be automatically extended on a month-to-month

basis and Tenant shall pay Rent (on a per-month basis without reduction for any partial month) at a rate equal to 120% of the Base Rent applicable during the last calendar month of the Term. At any time during such a holdover period, either party may terminate this Lease by giving the other party thirty (30) days prior written notice of its intention to do so.

## **26. GENERAL PROVISIONS:**

- 26.1. **Pronouns:** The use of the neuter singular pronoun in referring to a party will, nevertheless, be deemed a proper reference even though the party may be an individual, a corporation, a partnership or a group of two or more individuals or corporations.
- 26.2. **Successors and Assigns:** All provisions of this Lease Agreement apply to and bind the heirs, successors, executors, administrators and assigns of the parties.
- 26.3. **Termination/Non-Appropriation:** Tenant acknowledges County's funding will come from government agencies subject to budgeting and appropriation rules and that County is subject to certain statutory restrictions with respect to its leasing of real property. Notwithstanding any other provision of this Lease, County may terminate this Lease upon a minimum of ninety (90) days written notice for any reason, including, but not limited to, if sufficient monies for the purpose of maintaining County's obligations under this Lease are not appropriated or available to County.
- 26.4. **Conflict of Interest:** This Lease is subject to cancellation for conflict of interest provisions of A.R.S. 38-511, the pertinent provisions of which are incorporated into and made part of this lease as if set forth in full.
- 26.5. **No Liens or Interference.** Tenant agrees not to incur, or if incurred to promptly remove, any obligations, judgements or other actions which result in a lien or encumbrance on the Building.
- 26.6. **Americans with Disabilities Act.** Both parties agree to comply with all current applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 26.7. **Sustainability Plan.** In accordance with the County's Sustainability Plan, Tenant will use all reasonable efforts to use recycled products or re-use and recycle materials used in the Premises.
- 26.8. **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," a copy of which is attached as **Exhibit F**, 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.

- 26.9. **Books and Records:** Pursuant to ARS 35-214, Tenant will retain, for inspection and audit by County and the Arizona Auditor General, all books, accounts, reports, files and other records relating to performance of the lease for a period of five years after its completion, or until any related proceedings initiated during the five (5) year period are completed. Upon request by County or the Auditor General, Tenant will produce a legible copy or the original of all such records at the administrative office of County or the office of the Auditor General.
- 26.10. **Non-Discrimination in Employment:** Tenant will comply with all provisions and requirements of Arizona Executive Order 75-5, as amended by Executive Order 2009-09, which is hereby incorporated into this contract as if set forth in full herein, including flow down of all provisions and requirements to any subcontractors. During the performance of this Agreement, Tenant will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- 26.11. **Force Majeure:** If either County or Tenant is delayed or prevented from the performance of any act required hereunder by reason of acts of god, strikes, lockouts, labor troubles, civil disorder, inability to procure materials, restrictive governmental laws or regulations, or any other cause without fault and beyond the reasonable control of County or Tenant, as applicable, (financial inability excepted) performance of such act will be excused for the period of delay.
- 26.12. **Severability:** If any provision of this Lease is held to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable to the full extent permitted by law.
- 26.13. **Interpretation of Lease.** The parties acknowledge that each has had the opportunity to review this Lease with counsel of their choice. This Lease will not be construed more strongly in favor or 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 and their successors and assigns.
- 26.14. **Entire Lease Agreement:** This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Lease cannot be modified, amended, altered or extended except through a written amendment signed by the parties.
- 26.15. **Authority:** Tenant warrants its right and power to enter into this Lease. County will have no liability to Tenant or any third party if this Lease is declared null and void in a judicial or administrative proceeding.

26.16. **Counterparts:** This Agreement may be executed in counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

26.17. **Notices:** Any notice required or permitted to be given under this Lease must be in writing and must be served by personal delivery, United States mail service, electronic transmission, or by fax, upon the other party. Notice to County will be addressed and mailed as follows:

Director, Pima County Facilities Management  
150 W. Congress, 3rd Floor  
Tucson, Arizona 85701  
Phone: (520)740-3090  
Fax: (520)740-3900

Notice to Tenant will be addressed and mailed as follows:

Tucson Urban League  
4710 N CAIDA PLACE  
TUCSON, AZ 85718  
Attn: \_\_\_\_\_

Either party may change its address for notifications, by sending the other party written notice of the change, following the procedures set forth above.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease as of the day, month and year written below.

**COUNTY:**

PIMA COUNTY, ARIZONA

**TENANT:**

Tucson Urban League

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

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

By: \_\_\_\_\_  
Authorized Signer

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

**ATTEST:**

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

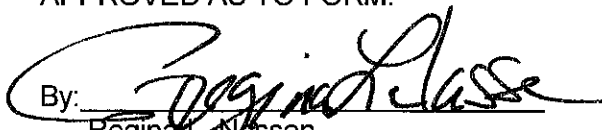
Date: \_\_\_\_\_

**APPROVED AS TO CONTENT:**

By:  \_\_\_\_\_  
Lisa Josker, Director  
Pima County Facilities Management

Date: 12/6/19

**APPROVED AS TO FORM:**

By:  \_\_\_\_\_  
Regina L. Nassen  
Deputy County Attorney

Date: 12-6-2019

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease as of the day, month and year written below.

**COUNTY:**

PIMA COUNTY, ARIZONA

**TENANT:**

Tucson Urban League

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

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

By:  \_\_\_\_\_  
Authorized Signer

**ATTEST:**

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

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

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
Lisa Josker, Director  
Pima County Facilities Management

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

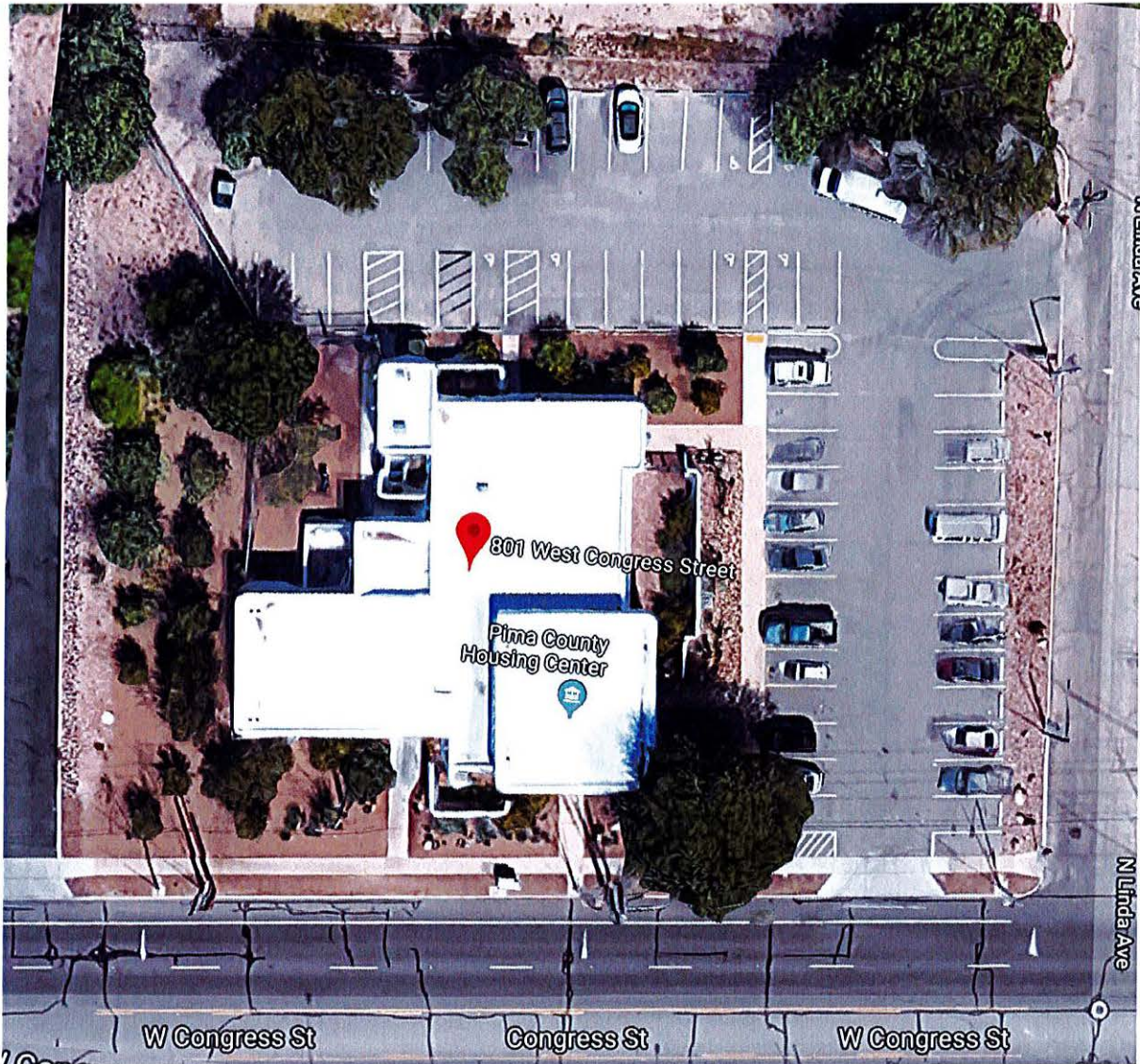
**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Regina L. Nassen  
Deputy County Attorney

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

EXHIBIT A

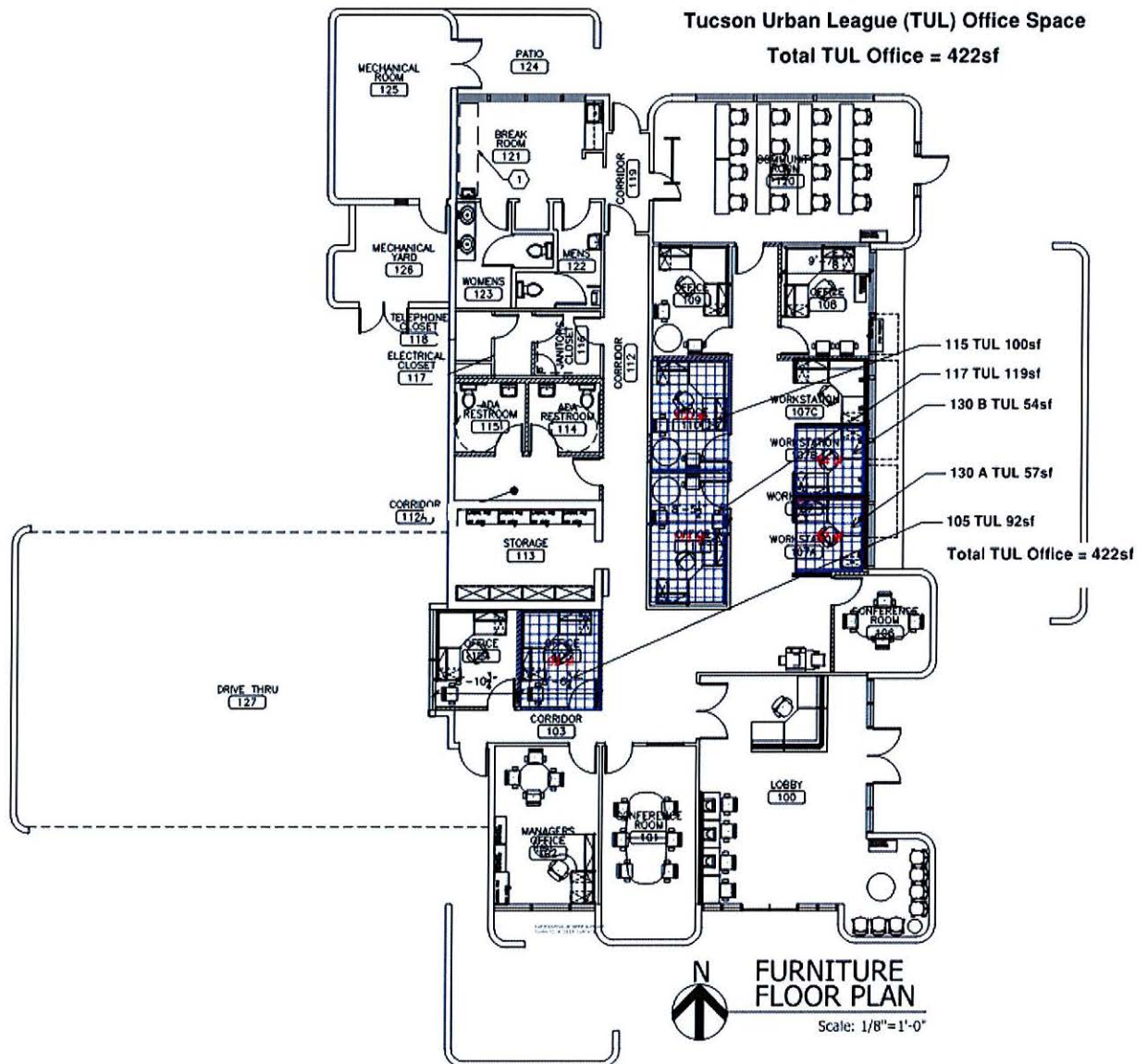
Building





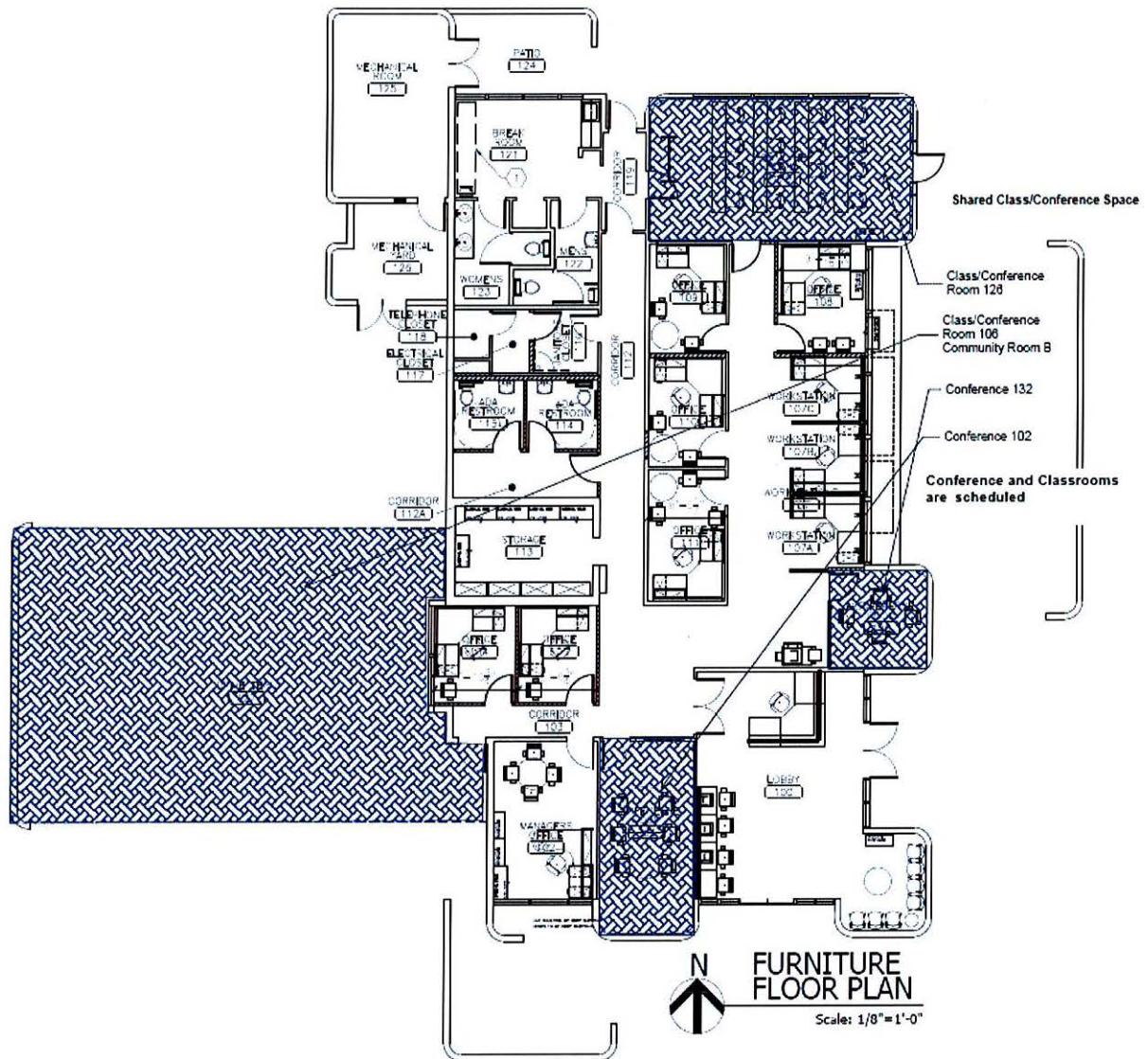
## EXHIBIT B

### Office Space



## EXHIBIT C

### Shared Space

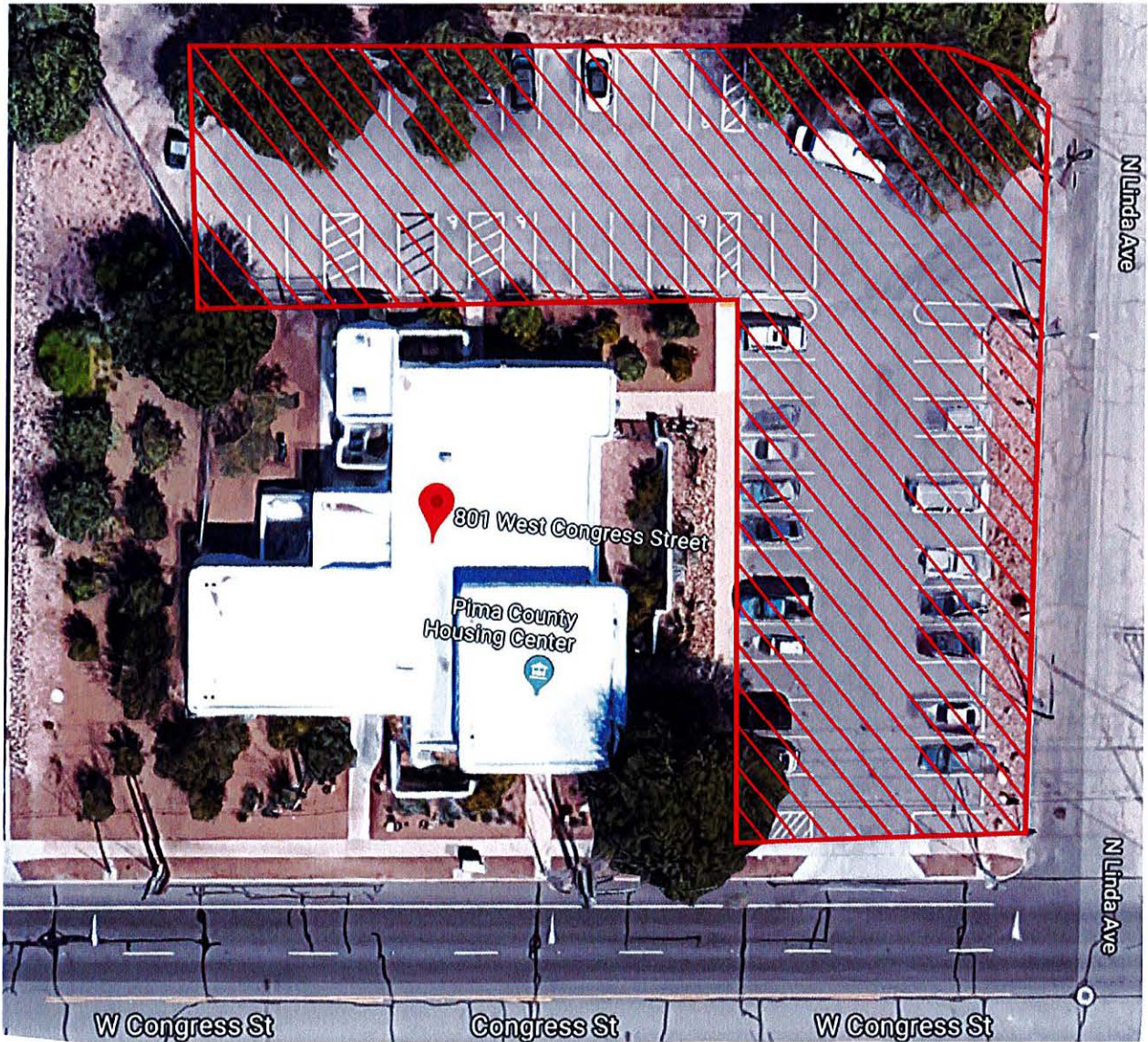


Room Name	Room Number	Must Be Scheduled
Small Conference Room	132	No
Large Conference Room	102	Yes
Small Community Room	126	Yes
Large Community Room B	106	Yes



EXHIBIT D

Parking Lot



Note: Assigned spaces not shown

EXHIBIT E (1 of 3 pages)

**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.

EXHIBIT E (2 of 3)

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.

EXHIBIT E (3 of 3)

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 except in County approved bike storage racks/ facilities or refuse containers.
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, floor fans or floor lamps are allowed at any time in the Premises.
23. The noise level will be kept to a level so as not to interfere with or annoy other Building occupants.
24. Immediately following Tenant's use of Shared Space, Tenant shall clean up and return the space and equipment to the state and condition it was in prior to Tenant's use. If not, County may charge Tenant for any other expenses required to restore the conference space and/or equipment to its original condition.
25. Tenant shall cooperate, be courteous, respectful and act in professional manner with all Building occupants, at all times.

EXHIBIT F (1 of 2 pages)

**PIMA COUNTY, ARIZONA  
BOARD OF SUPERVISORS POLICY  
Subject: Tobacco-Free Environment**

**Policy Number C3.18** (page 1 of 2)

**Purpose:**

Smoking and the use of tobacco related products are a major cause of preventable disease and death. As a leading employer and health proponent Pima County is committed to the promotion of health, wellness, and the prevention / treatment of diseases. Pima County also serves as a model for the public influencing attitudes about smoking and the dangers of tobacco products. The purpose of this tobacco-free policy is to create tobacco-free environments for all Pima County facilities, public buildings and adjacent properties, to provide Pima County employees and the public with guidelines for managing and supporting this policy, and to encourage a healthy lifestyle for all personnel and visitors.

**Background:**

As a major entity involved in the promotion of public health and safety within Pima County, the Board of Supervisors promotes and encourages the establishment of a tobacco-free zone on County facilities, public buildings and adjacent properties. The Board of Supervisors has previously established wellness as a priority for all County employees, by the adoption of the long-range Sustainability Program and employee incentives in the way of premium discounts for health insurance benefits. The establishment of a tobacco-free policy is the natural continuance of those efforts.

**Policy:**

It is the policy of the Board of Supervisors that to provide a safe and healthy environment for all employees, and the general public.

The Board of Supervisors prohibits the use of tobacco products at all times on County facilities, public buildings and adjacent properties, and in County vehicles. This prohibition applies to all employees, and to all visitors and other persons at any County sponsored activity or event conducted on County facilities, in public buildings or on adjacent properties.

**Definitions:**

Tobacco Products include cigarettes, cigars, pipes, smokeless tobacco, water pipes, hookah, e-cigarettes, chewing tobacco, snuff and other products containing tobacco.

County Facilities, Public Buildings and Adjacent Properties including County owned or leased properties and a facility occupied or used by any County personnel, visitor, or vendor, and includes but is not limited to buildings, courtyards, walkways, breeze-ways, parking lots, parking structures, County vehicles (owned or leased), loading docks or construction sites.

EXHIBIT F (page 2 of 2)

**PIMA COUNTY, ARIZONA  
BOARD OF SUPERVISORS POLICY  
Subject: Tobacco-Free Environment**

**Policy Number C3.18 (page 2 of 2)**

**Compliance:**

County personnel are responsible for compliance with the policy.

Visitors and vendors observed to violate this policy shall be respectfully informed of the Tobacco-Free Environment Policy and asked to comply. If a visitor or vendor neglects to comply, that neglect to comply may be used as grounds for prohibiting access to Office Space 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 G

### Additional Services

Tucson Urban League will be responsible for providing 6.55% of cost for printing and copying consumables, including, but not limited to, paper and toner.