



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 1/19/2021

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Downtown Tucson Partnership, Inc. ("Tenant")

**\*Project Title/Description:**

Downtown Tucson Partnership Lease

**\*Purpose:**

Lease to Downtown Tucson Partnership for Suite 170 in the building located at 220 N. Stone Avenue

**\*Procurement Method:**

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

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

To continue to provide suitable space so Downtown Tucson Partnership may continue its mission in the downtown area. In exchange for rent, DTP agrees to expand its services which improve the safety, health and well-being of the public.

**\*Public Benefit:**

As downtown Tucson changes and grows with new attractions and increasing foot traffic, DTP is in a position to help with patrolling, reporting, clean up and other services. As ambassadors of Tucson they establish and ongoing presence in the downtown area, making it safer and more welcoming to visiting tourists and the general public.

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

Safer, cleaner more welcoming downtown environment.

**\*Retroactive:**

No.

To CoB: 12/31/2020

Ver. 1

Pgs: 21

Revised 5/2020

**Contract / Award Information**

Document Type: CTN Department Code: FM Contract Number (i.e., 15-123): 21\*51  
Commencement Date: 1/19/2021 Termination Date: 1/18/2023 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount: \$\* \_\_\_\_\_ ☐ Revenue Amount: \$ 0.00

**\*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 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Commencement 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): \_\_\_\_\_  
Commencement 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: 520-724-8230

Department Director Signature/Date:  \_\_\_\_\_

12/31/2020

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

County Administrator Signature/Date: C. DeChuteau 12/31/20

(Required for Board Agenda/Addendum Items)

**Pima County Department of Facilities Management**

**Project: Downtown Tucson Partnership Lease**

**Contractor: Downtown Tucson Partnership, Inc. ("Tenant")**

**Amount: \$0.00**

**Contract No.: CTN-FM-21\*51**

**LEASE AGREEMENT**

This Lease Agreement ("**Lease**") is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("**County or Landlord**"), and Downtown Tucson Partnership, Inc., an Arizona non-profit 501(c)(6) corporation ("**DTP or Tenant**").

**1. Background and Purpose.**

- 1.1. Property. County owns certain improved real property identified as Pima County Assessor Parcel Number 117-16-015A, on which is located the Pima County Public Service Center, with an address of 240 N. Stone Avenue (the "**PSC Tower**"), and the Public Service Center Parking Garage, with an address of 38 E. Alameda Street (the "**PSC Garage or Building**"), a portion of the PSC Garage, with the address 220 N. Stone has certain retail and office space. The PSC Tower and PSC Garage, along with the retail and office space are collectively referred to herein as the "**Property**" and are depicted in **Exhibit A**.
- 1.2. A portion of the Property contains approximately 1,163 square feet of space, known as 220 N. Stone Avenue, Tucson AZ 85701, Suite 170 ("**Premises**"), and shown in **Exhibit B**.
- 1.3. The Building has associated with it, certain exterior areas for the common use of all Building occupants, including but not limited to, streets, sidewalks, canopies, courtyards, storage areas, and landscaped areas (the "**Common Areas**").
- 1.4. The DTP was created in 1998 to implement enhanced municipal services for the Downtown Business Improvement District. These services include maintenance and cleaning, security, marketing and promotions, advocacy and relationship building, and economic development.
- 1.5. County wishes to support the mission of the Downtown Tucson Partnership.
- 1.6. Authority to Lease. The County Board of Supervisors has authority pursuant to A.R.S. §11-256.01 to lease or sublease any land or building owned by or under the control of County to a nonprofit corporation without holding a public auction. The Board may specify the uses to which the land or building must be devoted and any

terms and conditions for use which the board determines are in the best interests of County. County has properly published notice of its intent to enter into this Lease as required by law.

2. **Lease/Premises.**

2.1. **Lease.** In consideration of DTP's compliance with all terms and conditions of this Lease and timely performance of all its obligations herein, County hereby leases to DTP and DTP hereby leases from County, the Premises. DTP will have the right to use the Common Areas on a non-exclusive basis together with other occupants and users of the Building.

2.2. **Condition of Premises.** DTP has inspected the Premises and determined its current condition is suitable for DTP's occupancy

3. **Term.** This Lease will commence on January 19, 2021 ("**Commencement Date**") and continue for 2 years through January 18, 2023.

4. **Option to Extend.** If Tenant is not in default under the Lease, Tenant may, with County's approval, extend the Initial Term of the Lease for up to 3 additional 1-year periods (each, an "**Extension Term**") by providing written notice to the County two (2) months prior to end of the Initial Term or the prior Extension Term, as applicable. "Term" means the Initial Term and any Extension Term(s) exercised by Tenant.

5. **Rent.**

5.1. **Services In Lieu Of Rent.** In lieu of monetary rent payments, DTP agree to the provide services described in **Exhibit C ("Services")**, to County with a value approximately equal to the estimated value of DTP's occupancy and use rights under this Lease as shown on **Exhibit D**.

5.2. **Full Service Lease.** This Lease is intended to be a full service lease. County will provide and pay for utilities to the Premises including water, electricity, HVAC, and Building standard trash removal and recycling services.

6. **Tenant Responsibilities.** DTP will provide and pay for its own janitorial, data and telecommunication services. Should DTP's trash and recycling use exceed levels reasonably expected for similarly sized office spaces in the downtown Tucson area, DTP will reimburse County the additional costs of such service overages.

6.1. **Lease Taxes.** DTP will pay all taxes and assessments imposed with respect to this Lease and will pay to County, in addition to any other sums due hereunder, all such taxes that County is responsible for billing, collecting, and remitting to the taxing authority. Such taxes may include, but are not limited to, transaction privilege taxes imposed on commercial leases and the Government Property Lease Excise Tax ("GPLET") pursuant to A.R.S. § 42-6201.

6.2. **Late Fees.** If County does not receive any payment due from DTP on or before the

tenth (10th) day after the date of County's invoice to DTP for such payment, DTP will pay a late fee of ten percent (10.0%) of the unpaid amount from the date due until paid in full.

- 6.3. **Permits, Licenses and Certifications.** DTP will obtain and maintain, throughout the Term of this Lease, all required permits, licenses, and certifications for DTP's operations.
- 6.4. **Furnishings, Fixtures, and Equipment.** DTP will provide, maintain, repair and insure all of its furnishings, fixtures and equipment at its own expense.
7. **Non-Profit Status.** DTP will maintain its non-profit and tax exempt status throughout the Term of this Lease and will give notice to County within seven (7) calendar days if its non-profit or tax exempt status changes.
8. **Intended Use.** DTP will use the Premises for general office use and other uses appropriate to provide Services described herein, accomplish its stated goals and mission for citizens of Pima County. DTP may use the Premises daily on a twenty-four (24) hour basis or on other such days and hours as agreed to in writing by County and DTP.
9. **Parking.** Parking is not included in this Lease. Should DTP wish to obtain vehicle parking in a County controlled parking garage or parking lot, it will coordinate with and arrange for parking through County's Parking Operations Department.
10. **Signage.** Upon obtaining the prior written consent of County, which will not be unreasonably withheld, and obtaining all necessary permits from all appropriate governmental authorities, DTP may purchase, erect, install, maintain and repair at its sole expense signs of such dimensions and materials as are permitted by applicable sign codes and the signage criteria specified in Building Rules and Regulations, **Exhibit D**.
11. **Prohibited Activity.** DTP will not permit any unlawful activities on the Premises, or any activities that interfere with activities of other occupants or users of the Property, or the public, or neighboring property owners or occupants.
  - 11.1. **No Hot Work.** DTP may not engage in hot work operations to include but not be limited to welding, plasm cutting, soldering, brazing, grinding, heat treating, thawing pipe, and torch-applied applications or similar applications producing or using spark, flame or heat. Special precautions must be taken to prevent unwanted activation of the automatic fire detection and suppression system due to any operations by DTP.
12. **Hazardous Materials Prohibited; Clean Air Act.** DTP 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 DTP, its agents, employees, contractors or invitees, without the prior written consent of County, other than such materials or substances necessary to DTP's business and will be used, kept and stored in a manner that complies with all laws, rules and regulations regulating such materials or substances. At its sole cost and expense, DTP must clean and remediate any contamination affecting the Premises and County's real and/or personal property resulting from activities of DTP, its employees, clients, contractors, or invitees in the Premises, PSC Garage and Common Areas during the Term.

13. **Common Areas.** The Common Areas are at all times subject to the control and management of County, and County has the right to change the area, level, location, appearance, furnishings or landscaping of the Common Areas, provided that it does not materially interfere with DTP's operations. County has the right at any time to temporarily close any portion or all of the Common Areas for the purpose of making repairs, changes or additions thereto, or when closure is in the best interest of the public. County may enter into agreements with others for cross-easements for parking, ingress or egress.
14. **Building Rules and Regulations.** DTP and its employees, agents, contractors and invitees will abide by all rules and regulations for the Property that County may establish and modify from time to time regarding, 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 unreasonably limit or impair DTP's permitted use of the Premises. A copy of the current Rules and Regulations is attached to this Lease as **Exhibit D**.
15. **County Use of Property.** County has the right, in its sole discretion, to allow any lawful use of the Property. County uses various parts of the Property for County offices, courts, community services, public parking, and other related purposes. County retains the right to lease or license available space within the Property to private, public, or non-profit organizations and agencies for similar or compatible uses.
16. **Security.**
  - 16.1. **Security Systems.** DTP will comply with all security systems of the Property or Building, which may include checking in and out of the Building and utilizing key access cards.
  - 16.2. **Security Personnel.** DTP will be responsible for securing the Premises.
  - 16.3. **Keys and Access Cards.** DTP must furnish to County, and keep updated as needed, a list of all DTP employees who will be, or have been, given keys and/or access cards. County will issue to DTP that number of keys and/or access cards, which DTP will then distribute to its employees. DTP will be responsible for its employees' use of the keys and/or access cards, must collect them from an employee when that employee stops working for DTP, and must promptly turn over the surrendered keys and/or access cards to County. If any key and/or access card issued to DTP or an employee of DTP is lost, damaged or misused in a manner that necessitates County replacing keys and/or access cards, DTP will pay one hundred dollars (\$100.00) to County for each key and/or access card replaced.
17. **Repairs and Maintenance.**
  - 17.1. **Repairs by County.** County will perform all maintenance and make all repairs in and to the Property, Building, and Premises including doors, windows, roof, structural portions, major Building systems including heating, ventilating and air conditioning ("HVAC"), plumbing and electrical distribution and connection, and any County installed equipment and fixtures.

18. **Repairs by DTP.**

18.1. **Equipment and Personal Property.** At its sole cost, DTP is responsible for repair and maintenance of its equipment, systems it installs in and for the Premises, and all of its personal property.

18.2. **Damage.** DTP is responsible for promptly repairing in a good and workman-like manner any damage (other than normal wear and tear) to any part of the Premises, Building or Property caused by it or any of its employees, agents, contractors or invitees, unless such damage is fully covered by a third party insurance policy held by the County. In the event of such damage and before repairs are commenced, DTP will give written notice to County of the damage and needed repairs, and County will have a reasonable period of time to review and approve the repairs and scope of work.

18.3. **Notification to County.** In the event of needed repairs to the Building or Premises, DTP will promptly give written notice to County by e-mail addressed to FM-TenantRequest@pima.gov, and County will make the repairs or replacements it, in its sole discretion, deems necessary to correct such conditions within a reasonable period of time.

18.4. **Access to the Premises.** DTP will permit County and County's authorized representatives to enter the Premises at times reasonably convenient to DTP for purposes of inspection, making any repairs and performing any work therein as may be necessary for County to comply with the provisions of this Lease. County, in the performance of any such work, will cause as little inconvenience, annoyance, disturbance, or damage to DTP as is reasonably possible under the circumstances.

19. **Insurance and Indemnification.** At all times during the Term, Tenant will carry the following insurance coverage, meeting all the below requirements.

19.1. **Commercial General Liability (CGI).** 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.

19.2. **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.

19.3. **Additional Insured.** The General Liability Policy 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 any activities performed by or on behalf of Tenant.

19.4. **Subrogation.** The General 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 activities performed by or on behalf of Tenant.

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

19.6. **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 Term of this lease, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

19.7. **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 Coffee Shop, excepting only such injuries as are directly caused by the gross negligence or willful misconduct of County.

20. **Destruction of Premises.**

20.1. **Casualty Rendering Premises Unusable.** In the event of total destruction of the Premises by any cause not attributable to County, or in the event of partial destruction that renders the Premises untenable and unfit for occupancy, then this Lease will terminate as of the date of such damage or destruction and all Rent and other payments required hereunder including Rent paid in advance, will be adjusted and apportioned as of the date of such damage or destruction. If the Premises are capable of restoration to its previous good tenable condition within ninety (90) days after the date of such damage, and if the damage is covered by a third party insurance policy held by County, County reserves the right to enter and repair the damaged Premises with all reasonable speed and this Lease will continue in full force and effect but Rent will abate during the period from the date of such damage until the repairs are completed and the Premises are again tenable.

20.2. **Casualty Not Rendering Premises Untenable.** In the event of partial destruction of the Premises by any cause not attributable to County and not rendering the Premises untenable, and if the damage is covered by a third party insurance policy held by County, the Premises shall be promptly repaired or restored by County and Rent shall abate in proportion to the area of the Premises that is unusable by DTP until the completion of such repairs or restorations.

20.3. **Assignment and Subletting.** DTP may not, either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and may not sublet the Premises or any part thereof or any right or privilege appurtenant thereto, or allow any other person or entity to occupy or use the Premises or any portion thereof without first obtaining written consent of County, which County will not unreasonably withhold. DTP acknowledges that County is entering into this Lease based on the special nature of DTP and the public benefits provided by DTP's operations, and that County may withhold consent to any proposed sublease or assignment if in County's sole judgment the operations of the



proposed subtenant or assignee do not provide the same type and level of public benefit. Further, any subtenant or assignee must be a nonprofit tax-exempt organization.

- 20.4. Consent to one assignment, subletting, occupancy or use by any other person will not be deemed to be consent to any other assignment, subletting, occupancy, or use by another person. Consent to any such assignment or subletting will in no way relieve DTP of any liability under this Lease and will not impose any additional burden or obligation on County. Any such assignment or subletting without County's written consent will be void and will constitute a default under the terms of this Lease.

21. **Default.**

- 21.1. **DTP Default.** The occurrence of any one or more of the following events will constitute a default and breach of this Lease by DTP for which County may terminate this Lease:

21.1.1. *Operation of Premises.* The vacating or abandonment of the Premises, or cessation of activities thereon or any portion thereof, by DTP which continues for a period of ten (10) calendar days after County sends notice of such default to DTP.

21.1.2. *Monetary Obligations.* The failure of DTP to make any payment required to be made by DTP under this Lease, as and when due, that continues for a period of ten (10) calendar days after DTP's receipt of notice from County that such payment is past due.

21.1.3. *Insurance.* The failure by DTP to maintain insurance policies as set forth above for any period of time, in which event DTP must immediately cease all operations at the Premises until DTP obtains such insurance. In the event of such a default, County may, in County's sole discretion, obtain necessary insurance coverage and DTP must, within five (5) days after demand, reimburse and pay to County the full amount of any costs and premiums expended by County to obtain such coverage.

21.1.4. *Violation of Law.* Violation of any law by DTP, or the conduct of any unlawful activities on the Property that are permitted by DTP, either tacitly or explicitly, or that DTP has not taken reasonable efforts to prevent after DTP becomes aware or in the exercise of reasonable diligence should have become aware that such activities are being conducted.

21.1.5. *Health or Safety Violation.* Any act or omission by DTP that, in County's reasonable judgment, presents a threat to the health or safety of the general public or to the users of the Premises, Property, or neighboring properties.

21.1.6. *Failure to Perform.* The failure by DTP to observe or perform any other covenants, conditions or provisions of this Lease to be observed or performed by DTP, which continues for a period of thirty (30) days after

written notice thereof by County to DTP. Provided, however, if the nature of DTP's default is such that more than thirty (30) days are reasonably required for its cure, then DTP will not be deemed to be in default if DTP commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

21.2. **County Default.** County will be in default hereunder if County fails to perform any covenant or condition of this Lease to be performed by County and such failure continues for thirty (30) days after receipt of written notice and demand to perform from DTP. Provided, however, if the failure is of such a nature that requires more than thirty (30) days to cure, County will be in default only if it fails to initiate the cure within thirty (30) days and thereafter diligently prosecute it to completion.

21.3. **Remedies.**

21.3.1. *All Remedies Available.* Either party may pursue any remedies provided by law and in equity for the breach of this Lease, including termination of the Lease. No right or remedy is intended to be exclusive of any other right or remedy, and each is cumulative and in addition to any other.

21.3.2. *Cure by County.* Should DTP fail to perform in a timely manner any of the covenants or terms of this Lease on its part to be performed, County may (but is not obligated to) perform the same and charge DTP for the actual costs thereof, together with interest thereon at the rate set by statute for interest on judgments, from the date upon which the expense is incurred until paid in full by DTP.

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

If to DTP:

Downtown Tucson Partnership, Inc.  
Attn: Kathleen Eriksen  
CEO  
100 N. Stone, Suite 101  
Tucson, AZ 85701  
[KathleenEriksen@downtowntucson.org](mailto:KathleenEriksen@downtowntucson.org)

If to County:

Pima County Facilities Management Department  
Attn: Director  
150 W. Congress St. 3<sup>rd</sup> Floor  
Tucson, AZ 85701  
[FM\\_Leasing\\_Services@pima.gov](mailto:FM_Leasing_Services@pima.gov)

23. **Surrender of the Premises and Holding Over**

23.1. **Surrender of Premises.** On the last day or earlier termination of the Term of this

Lease, DTP will quit and surrender the Premises in good condition and repair, normal wear and tear excepted. Upon County's written request and at DTP's sole cost, DTP will remove any improvements, furnishings, fixtures, equipment, and personal property paid for and installed by DTP, and will restore the Premises to substantially the same condition it was in at the Commencement Date. With County's prior written approval, DTP may leave said items in place and they will remain the property of County without any payment from County to DTP.

- 23.2. **Holding Over.** Any holding over with written consent of County after the expiration of the Term or earlier termination of the Lease will be deemed a tenancy from month-to-month upon the same terms and conditions of this Lease, except that either party may terminate said tenancy by serving the other party a thirty (30) day notice of termination. If DTP remains in possession of the Premises beyond the Term without County's written consent, DTP's Rent will increase by fifty percent (50%) for any partial or full holdover period. DTP's obligations under this paragraph will survive the Lease's expiration or earlier termination.
24. **Sustainability Plan.** In accordance with Pima County's Sustainability Plan, DTP will make all reasonable efforts to use recycled products for its operations within the Premises, and re-use and recycle materials utilized in the Premises whenever practicable.
25. **Suspension, Revocation, Termination, Cancellation.** County reserves the right to suspend, revoke, or terminate, with or without prior notice, its permission for DTP to use the Premises for reasons of:
- 25.1. **Health and Safety.** The Board of Supervisors or the County Administrator, or their or his designee, determines there is a risk or danger to health or safety or that the interests of the residents of Pima County are served by such suspension, revocation or termination; or,
- 25.2. **Non-appropriation of Funds.** The County Board of Supervisors does not allocate sufficient funds to maintain this Lease.
26. **Conflict of Interest.** This Lease is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding conflict of interest. In any such event, County has no further responsibility or liability to DTP under this Lease or related to the suspension, revocation or termination of this Lease, and DTP's duties to insure and indemnify County will extend to any liability or claim in connection with such suspension, revocation or termination.
- In the event of suspension, revocation or termination, DTP will fully cooperate with County, promptly comply with all reasonable requests made by County, and will exercise reasonable care to protect persons and property and preserve the peace and maintain order. Within seven (7) business days after receipt of written request from DTP, County will issue a written statement to DTP specifying the reason(s) for County's decision to suspend or revoke its permission for DTP to use the Subject Property.
27. **Not an Agent of the County.** DTP is not an agent of County for any purpose under this Lease or otherwise. DTP will control its activities in the Premises and on the Property, and DTP's employees, agents, and representatives will not be under the control of County.

28. **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 all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36 as it pertains to facilities and use of the facilities. This will not obligate County to make any modifications to the Building, as a result of any change in the law or regulations, if such repairs are not otherwise legally required.
29. **Non-Discrimination.** DTP will not discriminate against any County employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out DTP's duties pursuant to this Lease Agreement. DTP shall comply with the provisions of Executive Orders 75-5, as amended by Executive Order 99-4, which are incorporated into this Lease Agreement by reference as if set forth in full herein.
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 E**), without limitation to those designated within this Lease. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Lease and any disputes arising hereunder. Any action relating to this Lease will be brought and maintained in Pima County in a proper court of the State of Arizona. Any changes to the governing laws, rules, regulations, and Board of Supervisors policies during the term of this Lease will apply but do not require an amendment.
31. **Non-Waiver.** The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Lease to be performed by the other party, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing to it at any time is not an accord and satisfaction.
32. **Arbitration.** Any dispute arising under this Lease involving the sum of fifty thousand dollars (\$50,000) or less in monetary damages will be resolved by arbitration pursuant to the Arizona Uniform Rules of Procedure for Arbitration. The decision of the arbitrator(s) will be final.
33. **No liens.** DTP will not incur, or if incurred will promptly remove, any obligations, judgments or other actions which may or will result in a lien or encumbrance on the Premises.
34. **Condemnation.** If all or any part of the Premises is taken under the power of eminent domain or sold under the threat of exercise of that power, this Lease may be terminated by either party without further obligation on the part of the other party.
35. **Interpretation of Lease.** The parties acknowledge that each has had the opportunity to review this Lease with counsel of its choice. This Lease will not be construed 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 bind and inure to the benefit of

the parties hereto and to their successors and assigns.

36. **Force Majeure.** If either County or DTP 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 of DTP, as applicable, (financial inability excepted) performance of such act shall be excused for the period of delay.
37. **Entire Agreement.** This Lease contains the entire agreement between the parties, and all previous agreements, negotiations, or understandings are superseded by and merged into this Lease. This Lease may not be amended except by a written instrument duly executed by both parties.
38. **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.

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

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

COUNTY:

PIMA COUNTY, ARIZONA

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

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

TENANT :

Downtown Tucson Partnership, Inc.

By: K. Eriksen  
Authorized Signer Kathleen Eriksen

Date: 12/11/20

ATTEST:

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

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

APPROVED AS TO CONTENT:

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

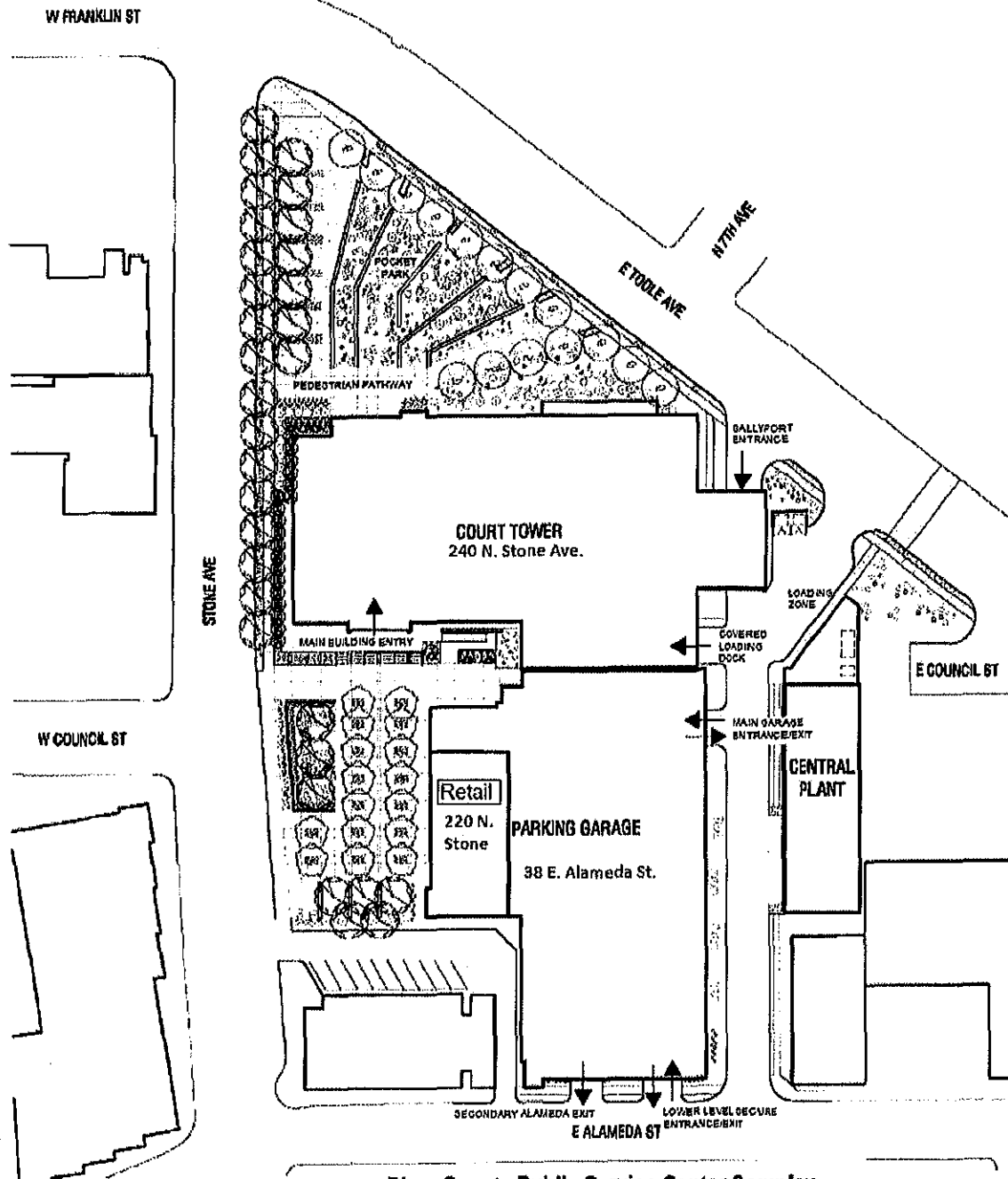
Date: 12/31/2020

APPROVED AS TO FORM:

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

Date: 12/31/2020

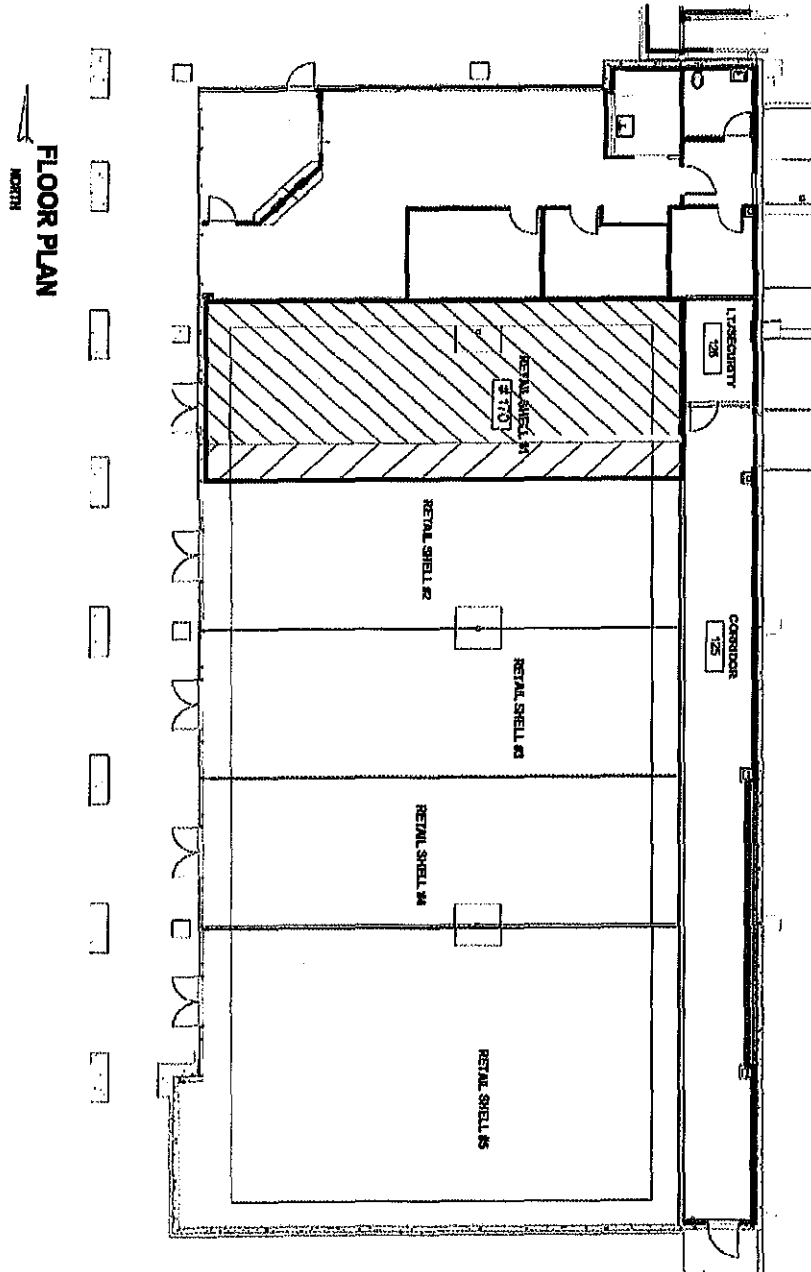
**EXHIBIT A**  
**SITE PLAN (Parcel shown in blue)**



**Pima County Public Service Center Complex**  
**220 & 240 N. Stone Ave. and 38 E. Alameda St., Tucson, AZ**

**EXHIBIT B Premises and Existing Improvements (page 1 of 2)**

**220 N. Stone Ave, Suite 170  
Tucson, AZ**



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



**CPSC - Retail  
220 North Stone Avenue, # 170  
Tucson, Arizona**

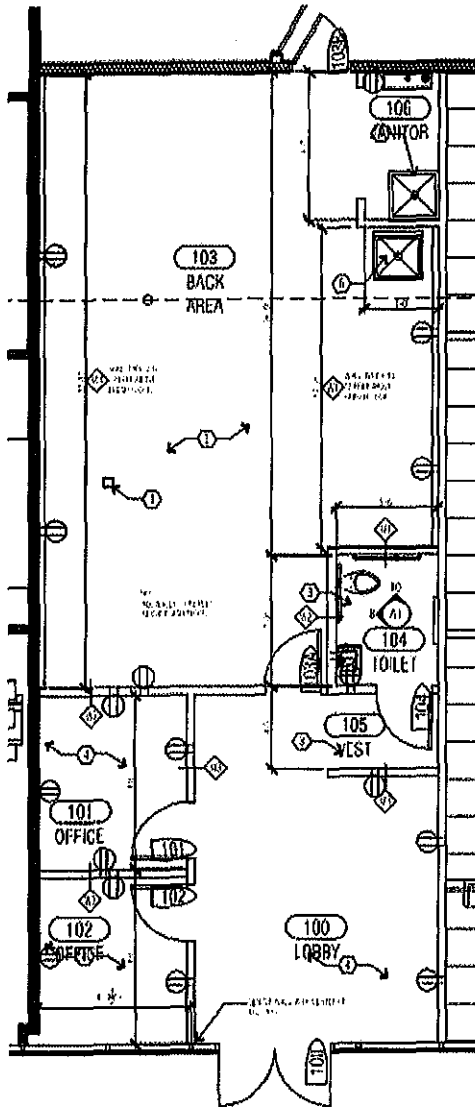
**FLOOR PLAN**



# EXHIBIT B Premises and Existing Improvements (page 2 of 2)

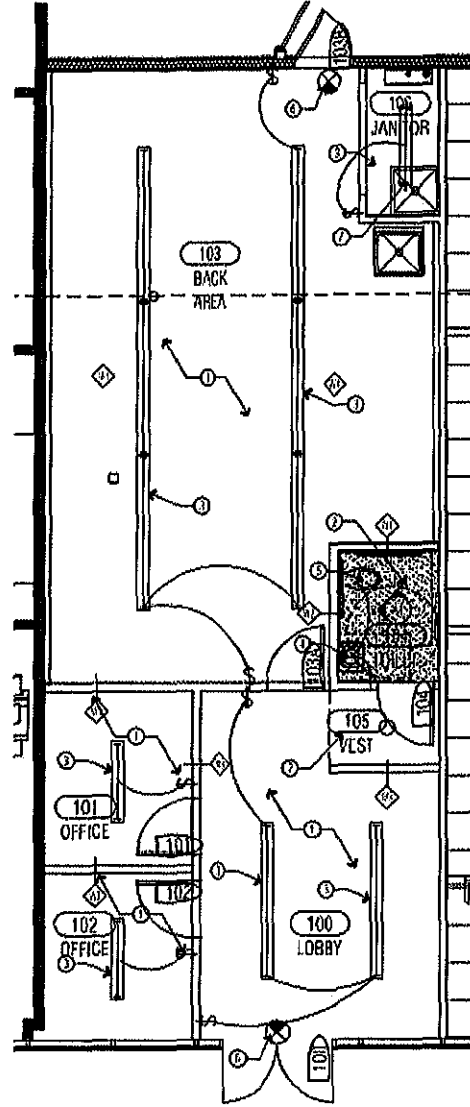
220 N. Stone Ave, Suite 170

Tucson, AZ



## X FLOOR PLAN KEYNOTES

1. EXISTING STEEL COLUMN
2. EXPOSED CONCRETE FLOOR - SEALED
3. SHEET VINYL FLOORING
4. CARPET TILE
5. MOP SINK
6. FREE STANDING SINK



## X REFLECTED CEILING PLAN KEYNOTES

1. EXPOSED TO STRUCTURE
2. GWB CEILING AT 8'-0" A.F.F.
3. LIGHT FIXTURE SUSPENDED FROM STRUCTURE ABOVE
4. WALL MOUNTED LIGHT FIXTURE
5. EXHAUST FAN
6. EXIT LIGHT
7. SURFACE MOUNTED LIGHT FIXTURE

## **EXHIBIT C Services**

DTP agrees to provide the following Services to County in lieu of rent:

The immediate areas around and within El Presidio garage (165 W. Alameda) and Public Works Garage (50 W. Alameda), the exterior areas around the Historic Courthouse (115 N. Church) and the adjoining El Presidio Plaza to the west, and the areas in and around the January 8<sup>th</sup> Memorial ("**Zones**"), will be the primary focus for the **Services**. The overall goal in establishing the Services described herein is to increase surveillance, maintain a clean and healthy environment for the general public and establish a friendly, familiar, vigilant and responsive "presence" in these downtown areas.

### **Services for Zones:**

1. Patrol and report the presence of any general hazards to public health and safety, including but not limited to, broken glass, chemical spills, biohazards, and trash.
2. Parking garages after hours "Lock In" response. DTP will respond to phone calls made by customers who leave their vehicle in El Presidio or Public Works garages after closing. DTP will be "on call" to immediately respond to calls and assist customers in retrieving their "locked in" vehicles.
3. Report trespassing and, if necessary contact homeless support services
4. Enforce no smoking regulations
5. Enforce no skateboarding regulations
6. Enhance tourism ambassador presence
7. Report any vandalism or graffiti
8. Empty Big Belly trash containers

County and DTP will collaborate and mutually agree on a protocol to quickly and efficiently communicate and report hazards found within Zones and to communicate urgent requests from County related to Zones. DTP agrees to make every effort to prioritize and expedite reporting and responses.

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

These Rules & Regulations have been adopted by County in order to set forth standards of conduct that will allow all Tenants to enjoy a professional working environment that is compatible with the general character of the building. County reserves the right to make amendments and/or additions to these Rules and Regulations from time to time. These Rules and Regulations are in addition to and shall not be construed to modify or amend any of the terms, covenants, or agreements and conditions of a Tenant's lease. Each Tenant shall be responsible for informing its employees and invitees as to the provisions of these Rules and Regulations and to enforce same with respect to its employees and invitees. County may waive compliance with any one or more of these Rules and Regulations for the benefit of a Tenant. Such waiver shall not be construed as a waiver for any other Tenant, nor shall it prevent County from enforcing the same against any or all other Tenants. These rules may only be enforced by County. The failure of County to enforce any Rule or Regulation shall not give any Tenant the right to enforce same against another Building occupant. Any concerns about violations of the Rules and Regulations should be addressed to the Building Manager's office or to such other place as County may designate from time to time.

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the inside of the Building without the prior written consent of County. County shall have the right to remove any unapproved sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant. All approved signs must be placed or affixed on the wall adjacent to Tenant's entry doors. All approved signs shall be printed, painted, inscribed, affixed or removed at the expense of Tenant by a person approved by County. All walls or other structures where Tenant's signs have been affixed or attached must be restored to their original condition at Tenant's expense after removal of such signs.
2. Tenant shall not place anything or allow anything to be placed near any window, door, partition or wall that may appear unsightly from outside the Premises, nor shall Tenant cause any window in the Premises to be color treated.
3. The sidewalks, exits and entrances, shall not be obstructed by Tenant or used for any purpose other than for ingress and egress from Tenant's Premises.
4. Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises without prior written consent of County, which will not be unreasonably withheld. County shall have no obligation to open Tenant's Premises due to the loss of keys by Tenant. All requests to open Tenant's Premises to guests or employees must be made by Tenant to County. If Tenant needs to have its leased Premises rekeyed for any reason, Tenant shall use the County's authorized building locksmith. Any rekeying shall keep the applicable lock on the existing building master keyway. Tenant shall bear the entire cost of rekeying, unless the rekeying is requested by County. Any installation or repair of specialty locks shall be at Tenant's expense. Tenant assumes all responsibility for protecting its Premises from theft, robbery, and pilferage, including but not limited to, keeping all means of entry to Premises closed and locked.

5. The plumbing facilities shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by the Tenant whose employee, agent or invitee shall have caused it.
6. Tenant shall not deface the Premises or any part thereof. Tenant will not install, affix or fasten to the rooftop any signs, satellites, or antennas without the prior written approval of County. County may require design drawings, specifications and/or weight load structural tests prior to granting approval for any rooftop installation. Tenant shall bear the entire expense of any drawings or tests to be submitted to County for approval.
7. All moving of furniture, freight, equipment or any other items into or out of the Building shall be done at such time and in such manner as County will designate and considers the schedule of the other Building occupant. Any damage to the doors, frames, walls or ceilings caused by Tenant or Tenant's invitees or moving contractors will be repaired at Tenant's expense to County's satisfaction.
8. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to the County or the other occupant of the Building by reason of noise, odors and/or vibrations, or that would interfere in any way with the other Building occupant or those having business therein. No animals shall be brought in or kept in or about the Premises or the Building except service animals.
9. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline, or flammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by County.
10. Tenant acknowledges that periodically the Tucson Fire Department or other contractor or representative of the County will inspect the Premises for Fire Code compliance and fire, sprinkler, and alarm testing. Tenant, and its employees, contractors and invitees shall comply with any fire safety and handicap procedures and regulations established by the County and/or any governmental agency. Tenant shall distribute to its employees, representatives, contractors and invitees a copy of these Rules and Regulations and all fire drill safety and handicap material provided to it from time-to-time by County and/or any governmental agency. If an audible fire alarm is sounded in the Building or Premises, Tenant must take immediate and prudent actions to evacuate its employees, or guests from the Building or Premises through designated exits as posted by County. Tenant shall notify County in writing of the emergency contact information of two on-site employees or representatives who are responsible for emergency evacuations or fire drills for their Premises. Tenant is responsible for notifying the County in writing of any changes to such assignments. Each Tenant will notify the County of any handicapped occupants or other individuals who may require special assistance in the event of an emergency.
11. County will direct electricians and/or phone installation employees or contractors as to where and how telephone and computer network cables are to be introduced. No boring or cutting for wires will be allowed without the consent of the County. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of County.

12. Outside of Business Hours, Tenant and its employees may access the Building or the Premises by using keys assigned by County. The County shall in no case be liable for damages with regard to the admission to or exclusion from the Building or Premises of any person. In case of invasion, mob, fire alarm, bomb threat, riot, public excitement, or other commotion, County reserves the right to prevent access to the Building or Premises during the continuance of the same by closing of the doors or otherwise, for the safety of the Building or Premises occupants and the protection of the Building Or Premises.
13. County reserves the right to exclude or expel from the Building any person who, in the judgment of County, is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building or impair the safety of any Tenant, employee, or contractor of County.
14. No machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the County.
15. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same by others.
16. County shall have the right to control and operate the Common Area(s), and the public facilities, and heating and air conditioning, in such manner as County deems best for the benefit and safety of the Building occupants generally.
17. All entrance doors in the Premises shall be locked when the Premises are not in use. All emergency fire exit doors must remain free of debris from both the interior and exterior and remain locked when not in use.
18. All exterior areas adjacent to the Premises shall be kept clean and free from dirt and rubbish by Tenant and Tenant shall not place or permit any obstruction or merchandise in such areas.
19. There will be no storage, temporary or permanent, of bicycles, refuse containers or other such unsightly materials outside of the Premises 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.

**EXHIBIT E**  
**TOBACCO FREE POLICY C 3.1.18**  
Page 1 of 2

**PIMA COUNTY, ARIZONA**  
**BOARD OF SUPERVISORS POLICY**  
**Subject: Tobacco-Free Environment**  
**Policy Number C 3.1.18**

**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.

**EXHIBIT E**  
**TOBACCO FREE POLICY C 3.1.18**  
Page 2 of 2

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.

**Compliance:**

County personnel are responsible for compliance with the policy.

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

If any individual violating the policy appears agitated or otherwise confrontational regarding compliance, then County personnel shall immediately inform the staff responsible for the facility or security personnel if available and shall engage in no further intervention.

All vendors doing business with Pima County shall be notified of the Tobacco-Free policy and shall be expected to comply with the policy. Organizers and supervisors of public events, conferences, meetings and work activities on County facilities, work sites, public buildings and adjacent properties shall be responsible to communicating the requirements of the Tobacco-Free Policy to such events or conferences for attendees.

All new employees of Pima County will be informed on and educated about the Tobacco-Free Policy and the requirement that employees comply with the policy. Additionally, new employees shall be made aware of the availability of tobacco cessation programs sponsored or funded by Pima County.

**References:**

Pima County Ordinance, Chapter 2.12  
Pima County Code, Section 8.50

Adopted Date: November 13, 2012  
Effective Date: January 1, 2013

**Website:**

[http://webcms.pima.gov/UserFiles/Servers/Server\\_6/File/Government/Clerk%20of%20the%20Board/Police%20s/C3-18.pdf](http://webcms.pima.gov/UserFiles/Servers/Server_6/File/Government/Clerk%20of%20the%20Board/Police%20s/C3-18.pdf)