



## COUNTY ADMINISTRATOR'S OFFICE

PIMA COUNTY GOVERNMENTAL CENTER  
130 W. CONGRESS, FLOOR 10, TUCSON, AZ 85701-1317  
(520) 724-8661 FAX (520) 724-8171

C.H. HUCKELBERRY  
County Administrator

March 27, 2018

Mr. Mike Finkelstein, Board Chair  
Community Performing Arts Center Foundation  
P.O. Box 1301  
Green Valley, Arizona 85622

Re: **Operating Agreement Green Valley Community Performing Arts and Learning Center**

Dear Mr. Finkelstein:

As you know, the County has previously discussed the development of a longer term agreement for the Green Valley Performing Arts Center. The desire was to allow the Center to manage all of the improvements, including those in the Pima Community College buildings. The County now has an Operating and Management Agreement with Pima Community College (Attachment 1) allowing the County to operate and manage their portion of this property subject only to the Osher Life Long Learning Institute at the University of Arizona (OLLI – UA) Facility License Agreement (Attachment 2), which has subsequently been assigned to Pima County. We have completed all of our work associated with a longer term operating agreement, I am enclosing a draft of a proposed operating agreement (Attachment 3), since the County and Pima College will not provide any direct uses or programming of the facilities, the overall management is being transferred to our Attractions and Tourism Office headed by Diane Frisch.

We are now prepared to discuss in detail this proposed Operating Agreement of these County and Pima Community College Facilities, our objectives remain the same as they were nearly a year ago, that is to have the facilities operated for a public benefit by a non-profit entity at essentially no cost to the County with the exception of appropriate and reasonable capital repairs associated with the facilities provided either by Pima County or Pima Community College. The appropriate County Staff will attend these discussions with the Community

Mr. Mike Finkelstein, Board Chair, Community Performing Arts Center Foundation  
RE: **Operating Agreement Green Valley Community Performing Arts and Learning Center**  
DATE  
Page 2

Performing Arts Center Board or Staff to facilitate and provide clarity for these conditions and or cost that may be involved in operating the facility.

Please contact Diane Frisch at 520-724-7355 to initiate these discussions.

Sincerely,



C.H. Huckelberry  
County Administrator

CHH/mp

Enclosure

c: The Honorable Steve Christy, Member Pima County Board of Supervisors  
Jan Leshar, Chief Deputy County Administrator  
Tom Burke, Deputy County Administrator for Administration  
Lisa Josker, Director Facilities Management  
Diane Frisch, Director Attractions and Tourism

# ATTACHMENT 1

**Operating and Management Agreement  
of the Pima Community College Learning Center  
and the Pima County Performance Arts Center in Green Valley**

This Operating Agreement ("Agreement") is made and entered into by and between Pima County, a political subdivision of the state of Arizona (hereinafter the "County"), and Pima County Community College District, a political subdivision under the laws of the state of Arizona (hereinafter the "College"). The County and the College are sometimes referred to herein as a "Party" or collectively the "Parties."

WITNESSETH

WHEREAS, the County and the College share common concerns for the education, health and leisure pursuits of the residents of Pima County; and

WHEREAS, the College and the County entered into an Intergovernmental Agreement (the "IGA") dated May 21, 2002, for design and construction of a community performing arts and learning center in Green Valley, which consists of a learning center including, but not limited to administrative offices, classrooms, a meeting room, and activity rooms (the "Learning Center") owned by the College depicted in Exhibit A, and a performing arts center including, but not limited to a rehearsal hall, store room, and office space (the "Arts Center") owned by the County depicted in Exhibit B, together with attendant furnishings and equipment, parking lots, driveway areas and related facilities, landscaping, and related improvements (collectively the "Facilities"); and

WHEREAS, in Article 2.2 of the IGA, each Party has granted to the other Party a license for the joint use of the portion of the Facilities owned and controlled by such Party and the Parties have agreed to reasonably cooperate with one another with respect to scheduling such use; and

WHEREAS, under Article 3.1 and Article 3.3 of the IGA, each Party is responsible for staffing and scheduling with respect to the portion of the Facilities owned by such Party; and

WHEREAS, the County and the College have entered into a Ground Lease Agreement dated May 21, 2002, (the "Ground Lease") pursuant to which the County leases to the College the ground underlying the Learning Center; and

WHEREAS, the Parties entered into an Operating Agreement dated June 15, 2004, as amended, pursuant to which the College will perform maintenance with respect to the Facilities and the County will reimburse the College for a portion of the costs thereof; and

WHEREAS, "final completion" of the Facilities occurred on September 15, 2003; and

WHEREAS, the Operating Agreement dated June 15, 2004, and the corresponding amendments expired on May 20, 2015; and

WHEREAS, both the County and the College manage and operate portions of the Facilities, with the County operating the Arts Center and the College operating the Learning Center; and

WHEREAS, the County and the College desire to enter into this Agreement to address the day-to-day management, operations and maintenance of the Facilities as a single building complex rather than separately as the Learning Center and the Arts Center with the County being primarily responsible for the Facilities.

Now, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1) **Incorporation by Reference:** The Parties hereby incorporate the foregoing recitals of this Agreement as though fully set forth herein, agreeing that such recitals are material, true and correct. This Agreement is intended to be, and shall be interpreted to be, consistent in all material ways with the IGA and the Ground Lease.
- 2) **Agreement of the Parties.** The principal function of this Agreement is to effect a mutually satisfactory planned operation and maintenance of the Facilities. The County is hereby empowered to exercise primary responsibility and oversight concerning such maintenance, unless otherwise specifically provided for herein or subsequently otherwise agreed by the Parties.
- 3) **Term.** The term of this Agreement shall commence on September 1, 2017, and shall continue until June 30, 2027. The College and the County may renew the term of this Agreement for three (3) additional terms of ten (10) years each by agreeing in writing to do so at least ninety (90) days prior to the expiration of the initial term hereof, and any subsequent term hereof, in which event the Parties' rights and obligations shall continue to be governed by the terms, conditions, covenants and provisions hereof.
- 4) **Control and Scheduling of Facilities.** County shall have the primary management and control of the activities undertaken within the Facilities. For purposes of this Agreement, the Parties agree the County will continue to utilize the Learning Center for educational purposes to further the greater good of the community. The Parties intend and agree that County is responsible for the day-to-day scheduling and conducting of activities and programs of the Facilities.
- 5) **Utilities, Maintenance and Custodial.** The County will no longer pay the College a square foot cost for the Arts Center as specified in the Operating Agreement dated June 15, 2004. The County will be responsible for the routine maintenance and custodial services for the Facilities. The

County will obtain utility service for the Facilities including (water, sewer and electrical). The landscape areas surrounding the Facilities will be maintained by the County at its sole expense. County will maintain, in a neat and clean condition, the associated parking lots and roadways surrounding the Facilities and both the interior and exterior portions of the Facilities.

6) **Capital Improvements.** College and County acknowledge that the County will, from time to time, have to make certain capital improvements to maintain the Facilities in a condition suitable for County's activities. Capital Improvements, as defined by General Accepted Accounting Practices (GAAP), include the cost of design and construction of building additions, construction of additional parking, paving of existing parking lots, roof replacement, HVAC unit replacement, structural repairs, replacement or installation of life safety systems such as sprinkler systems or alarm systems, replacement of plumbing or electrical systems and other major building equipment replacement or installations. Capital Improvements to the Learning Center portion of the Facilities shall be approved by College and shall include verification that the dollars spent are for "Capital Improvement Costs". Said costs shall be approved, in writing, in advance by the College. Any improvements made to the Learning Center for the direct purpose of accommodating the County's occupancy (e.g. communication wiring, interior partition walls, upgrades to the class rooms, bathrooms) and not specifically requested by the College shall be defined as County improvements and not Capital Improvements.

7) **Repairs.**

a) By entry hereunder, the County shall be deemed to have accepted the Facilities as being in good, sanitary order, condition and repair except as identified on Exhibit C. County shall, at County's sole cost and expense, keep the Facilities and every part thereof in good condition and repair including without limitation, the maintenance, replacement and repair of any doors, window casements, glazing, plumbing, pipes, electrical wiring and lighting fixtures and conduits, heating and air conditioning system and maintain them. County shall, upon the expiration or sooner termination of this Agreement, surrender the Learning Center to College in good condition, clean, ordinary wear and tear and damage from causes beyond the reasonable control of County excepted. Any damage to the Learning Center or adjacent property caused by County's use of the Facilities shall be repaired at the sole cost and expense of County ordinary wear and tear and damage from causes beyond the reasonable control of County excepted.

b) Notwithstanding any other provisions hereof, County shall, also at its expense, maintain and repair the heating and air conditioning system, structural portions of the Facilities, including the exterior walls and the structural portions of the roof. Except as provided in Sections 7(c) and 8 hereof, there shall be no liability of College by reason of any injury to or interference with County's business arising from the making of any repairs,

alterations or improvements in or to any portion of the Facilities, property or to fixtures, appurtenances and equipment therein.

- c) Notwithstanding the stated provisions above in paragraphs a and b, should the County replace items which are Capital Improvements, as defined in Section 6, the costs of these replacements, if approved in advance by the College, shall be shared equally by the College and County. The County will invoice the College for College approved Capital Improvements.
  - i) Except in the case of emergencies, the County is responsible for obtaining such Capital Improvements and shall notify the College in writing prior to conducting the work. The notice shall describe the repairs needed, why they are needed, and the estimated costs thereof. If the College does not, within ten (10) business days of receipt of such notification, object to the proposed repairs, it shall be deemed to have approved them and the County may proceed to obtain the repairs. Both Parties recognize that funding for repairs or replacement could require a capital funding requests, such requests could also require the approval of either Parties governing board or officers. Parties agree that sufficient time will be granted for the approval and funding process, prior to obtaining services and or equipment for Capital Improvements. If the College does object, and the Parties are unable to reach agreement, this shall be treated as a dispute under Section 22 hereof, and Article 6 of the IGA. In such event, the County may, but shall not be obligated to, obtain the repair, but the College shall not be obligated to pay its share of the cost until the dispute is resolved by agreement of the Parties or otherwise. Except in the case of such a dispute, the College shall reimburse the County for 50% of the cost of the repair within thirty (30) days of receipt of an invoice.

**8) Reconstruction.**

- a) In the event the Facilities are damaged by fire or other perils covered by extended coverage insurance required hereunder, County agrees to forthwith repair same, and this Agreement shall remain in full force and effect.
- b) In the event the Learning Center is damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, College shall have the option: (1) to repair, reconstruct or restore the Learning Center, in which event this Agreement shall continue in full force and effect; (2) to give notice to County at any time within sixty (60) days after such damage, terminating this Agreement as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Agreement shall expire and

all interest of County in the Learning Center shall terminate on the date so specified in such notice.

- c) College shall not be required to repair an injury or damage by fire or other causes, or to make any repairs or replacement of any improvements, fixtures, or other personal property of County.

9) **Damage Caused by Parties.** Notwithstanding the above, each Party shall be solely responsible for repairing any damage to the Facilities caused by the negligence or intentional misconduct of such Party's employees, licensees, invitees, agents or contractors.

10) **Not-to -Exceed Amount/Non-Appropriation.** The total amount paid by the College under this Agreement shall not exceed \$100,000 per year or \$1,000,000 total over the initial term. The annual amount thereafter shall be agreed upon at the time of any extension to this Agreement. Notwithstanding any other provision herein, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining the College's obligations under this Agreement. In the event of such a termination, College shall have no further obligation hereunder other than to pay County for services rendered prior to the termination.

11) **Furnishings and Equipment.** County shall be solely responsible for all attendant furnishings and equipment in the Facilities. However, to further the collaborative nature of this agreement, the College will allow the County use of its furnishings and equipment currently located at the Learning Center and listed on Exhibit D. County will update this inventory as needed, but not less than annually. College will, at its expense prior to the effective date of this Agreement:

- a) Cause to be removed any and all of Colleges' information technology data and voice network equipment including all of the College's personal computers, monitors and printers listed on Exhibit E. The existing data and voice cabling from the MDF/IDF rooms to the office data and voice outlets; fiber cabling between the MDF and IDF; Century Link business fiber; the two (2) post racks in the MDF and IDF will remain within the Learning Center. County and College will coordinate and collaborate efforts during the transition to minimize disruption with daily operations.
- b) Cause the Fireworks fire suppression system alarm panel and annunciator to be reprogrammed by a contractor selected by the College, so notifications will be transmitted to the County, instead of to the College.

12) **Energy Management System.** County will, at County's expense, modify, alter or install a new energy management system for the Facilities.

- 13) **Telephone Service.** County shall provide and pay for telephone and Internet service.
- 14) **Access Control.** The County shall be solely responsible for all Access Control measures including keys and any future equipment for the Facilities. County may, at County's expense install a new electronic access control system that currently does not exist. County will receive all keys and an itemization of the names of who the keys have been issued to from College immediately after this document is fully executed. College will coordinate and collaborate in efforts during the transition to minimize disruption with daily operations.
- 15) **Existing Licensee.** College has an existing Facility License Agreement as shown in Exhibit F for portions of the Facilities with the Osher Lifelong Learning Institute at the University of Arizona (OLLI-UA) which expires on July 31, 2020 which will be assigned to County. County or any subsequent Operator contracted by County, will honor the remaining term of the OLLI-UA agreement and may renew the OLLI-UA agreement upon its expiration provided that any such renewal complies with A.R.S. § 11-256.01 and is in the best interests of the community.
- 16) **Rehearsal Hall.** College or its lessee (OLLI-UA) who occupies portions of the Facilities shall be permitted to utilize the Rehearsal Hall, room 105 in the Arts Center, for a maximum of twenty (20) hours per week under the terms of this Agreement. Any additional use of the Rehearsal Hall shall be billed by County to the user as specified at the time of rental at the County's current rate. Any request by the College or their lessee to use the Rehearsal Hall will be submitted to the County and coordinated by the County. The County shall schedule all uses of the Rehearsal Hall and shall approve all reasonable requests for use of the Rehearsal Hall, unless such a request conflicts with a previously scheduled activity. Written requests for the use of the Rehearsal Hall must be received by the County no later than two (2) weeks prior to each planned activity.
- 17) **Insurance.** Each Party shall procure and maintain insurance, covering both liability and premises, in accordance with the provisions of Article 5.2 of the IGA. The Parties agree to act cooperatively in the application for, issuance of, and maintenance of such insurance coverage.
- 18) **Licenses, Permits, etc.** The College and the County shall each procure and maintain each and every license, permit, certificate or other authorization, and any and all renewals, extensions and/or continuations thereof, necessary in order to operate the Facilities and their respective programs thereat, all in connection with the uses and purposes thereof.

19) **Employees of Parties**: Neither the College, its governing board, officers, and employees, nor persons or entities engaged by the College shall be considered as employees or agents of the County. Neither the County, its elected officials, officers, and employees, nor persons or entities engaged by the County, shall be considered employees or agents of the College.

20) **Indemnification**: To the extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party, its officers, employees, agents, and governing board from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines, damages, consequential damages, liability, interest, attorney's and accountant's fees, costs and expenses, of whatsoever kind and nature, in any manner, directly or indirectly caused, occasioned or contributed to, in whole or in part, by reason of any act, omission, fault, negligence, or violation or alleged violation of any law, whether active or passive, of the indemnifying Party its agents, employees, or anyone acting under its control, in connection with or incident to the performance of the obligations of the indemnifying Party under this Agreement. The foregoing indemnity from the indemnifying Party to the other Party shall not, however, be applicable to any claim, suit, action, proceeding, situation, occurrence or matter arising solely from any act, negligence, conduct, fault or omission of the indemnified Party, its officers, agents, contractors, servants, employees, representatives, governing board or anyone acting under its control. The foregoing indemnity, hold harmless and defense obligations shall survive the expiration of the term of this Agreement, including any renewal thereof, or any other termination of this Agreement.

21) **Cross-Default**. A default by either Party in the obligations under this Agreement shall also constitute a default under the IGA and the Ground Lease.

22) **Negotiated Resolution**. Nothing in this Agreement shall preclude the Parties from agreeing upon alternate terms pertaining to the foregoing contingencies, obligations, duties and provisions in light of the circumstances in existence at the time of any such subsequent agreement, provided, however, that no Party shall be compelled to negotiate for or to accept any such alternate terms. Disputes hereunder shall be resolved as set forth in Article 6 of the IGA.

23) **Termination**. Termination or cancellation of this Agreement shall be resolved as set forth in Article 7.3 of the IGA.

24) **General Provisions**.

- a) This Agreement is subject to the provisions of A.R.S. §38-511 regarding the cancellation of contracts involving conflict of interest.

- b) If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- c) The various headings and numbers herein and the groupings of the provisions of the Agreement into separate articles and paragraphs are for the purpose of convenience only, and shall not be considered or construed otherwise.
- d) Time is of the essence of this Agreement.
- e) This Agreement, and any exhibit or addendum attached hereto, sets forth the entirety of all covenants, promises, agreements, conditions and undertakings, either oral or written, between the County and the College with respect to the subject matter hereof, namely, the day-to-day maintenance of the Facilities, provided that the Parties acknowledge the existence and validity of the IGA and the Ground Lease between the County and the College relating to the Facilities (as therein defined), which are intended to be read in concert with this Agreement. Except as herein otherwise provided no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the County or the College unless reduced to writing and signed by both Parties.
- f) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- g) No covenant, term or condition of this Agreement shall be waived except by a writing signed by the Party against whom such waiver is sought, and the forbearance or indulgence by a Party in any regard whatsoever shall not constitute a waiver of any provision.

25) **Notices:** All notices, demands or other communications required or permitted to be given hereunder shall be in writing and shall be served upon the other Party by personal delivery (including by any messenger or courier service) or by first class registered or certified U.S. mail, postage prepaid, with return receipt requested, addressed to the Parties as follows:

To the College: Pima County Community College District  
 Facilities Fiscal and Management Operations  
 4905D E. Broadway Blvd.  
 Tucson, Arizona 85709-1400

With a copy to: Pima County Community College District  
 Attn: Fiscal Analyst  
 6680 S. Country Club Rd.

Tucson, Arizona 85709

Pima County Community College District  
Attn: Contracts Office  
4905 E. Broadway Blvd., Building D, Room 232  
Tucson, Arizona 85709

To the County: Pima County Facilities Management Department  
Attn: Director  
150 W. Congress, 3<sup>rd</sup> Floor  
Tucson, Arizona 85701

Or to such other address as any Party notifies the other Party of by advance writing. Such notices or communications shall be deemed effective, if by personal delivery, on the date of such delivery, against receipt therefore (or upon refusal of acceptance), or if by first class or certified mail, on the earlier of three days after the date of such mailing or the signature date of the return receipt.

**26) Further Development of Facilities.** The IGA contemplates that the Parties may further develop the Facilities. In the event of such further development, the Parties will amend this Agreement to provide for the maintenance and operation of the added improvements.

**27) Alcohol.** Parties agree to permit any person or entity with appropriate permission to be on the property for such event to serve alcohol for special events or fundraisers on the property, including outdoor patios, provided that the party serving alcohol has, prior to any such event or fundraiser, provided proof of liquor liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence, or such other reasonable amount requested by County, naming both County and College as an additional insured. The party serving alcohol shall further agree to defend, indemnify, and hold County and College, and their officers, agents, and employees, harmless from and against any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries and liabilities whatsoever (including costs, expenses and attorney's fees) suffered or incurred as a result of (1) the party's use of the Facilities and/or (2) alcohol being served at the Facilities at the direction or with the approval of the party. County agrees that, with respect to any special event or fundraiser where alcohol is served, it shall require the party (1) to conduct the special event or fundraiser in a manner so as not to disrupt any educational activities, and (2) to provide reasonable supervision of and cleanup after such special event or fundraiser.

28) **Management By Third Party.** The Parties acknowledge that the County may, in its discretion, contract with a third party entities through operating agreements or lease agreements to perform the management contemplated by the Agreement on behalf of the County, provided any such agreement with a third party entity shall be subject to the terms of this agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

PIMA COUNTY BOARD OF SUPERVISORS

PIMA COUNTY COMMUNITY COLLEGE  
DISTRICT

*Sharon Bronson*

*[Signature]*

By: Sharon Bronson  
Title: Chair  
Date: SEP 19 2017

By: *Lee Lambert*  
Title: *Chancellor*  
Date: 9/29/2017

ATTEST

*[Signature]*

Clerk of the Board of Supervisors

APPROVED AS TO FORM

APPROVED AS TO FORM

*[Signature]*

*[Signature]*

By: Tobin Rosen  
Title: Deputy County Attorney  
Date: 9/5/17

By:  
Title:  
Date: 9/29/2017

APPROVED AS TO CONTENT

*[Signature]*

By: Lisa Josker  
Title: Director, Facilities Management Department  
Date: 9/6/17

Exhibits:

- A – College Learning Center
- B – County Arts Center
- C – Exceptions to the Facilities being in good condition
- D – College furnishings and equipment to remain
- E – College furnishings and equipment to be removed
- F – College’s Facility License Agreement with Osher Lifelong Learning Institute at the University of Arizona

# EXHIBIT A



GREEN VALLEY LEARNING CENTER

ADDITIONAL SQUARE FEET	
CLASSROOM	74
LABORATORY	100
OFFICE	74
TOTAL	248

ROOM NO.	ROOM NAME	AREA (SQ. FT.)	SQUARE FEET
101	CLASSROOM	74	74
102	CLASSROOM	74	74
103	CLASSROOM	74	74
104	CLASSROOM	74	74
105	CLASSROOM	74	74
106	CLASSROOM	74	74
107	CLASSROOM	74	74
108	CLASSROOM	74	74
109	CLASSROOM	74	74
110	CLASSROOM	74	74
111	CLASSROOM	74	74
112	CLASSROOM	74	74
113	CLASSROOM	74	74
114	CLASSROOM	74	74
115	CLASSROOM	74	74
116	CLASSROOM	74	74
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149	CLASSROOM	74	74
150	CLASSROOM	74	74

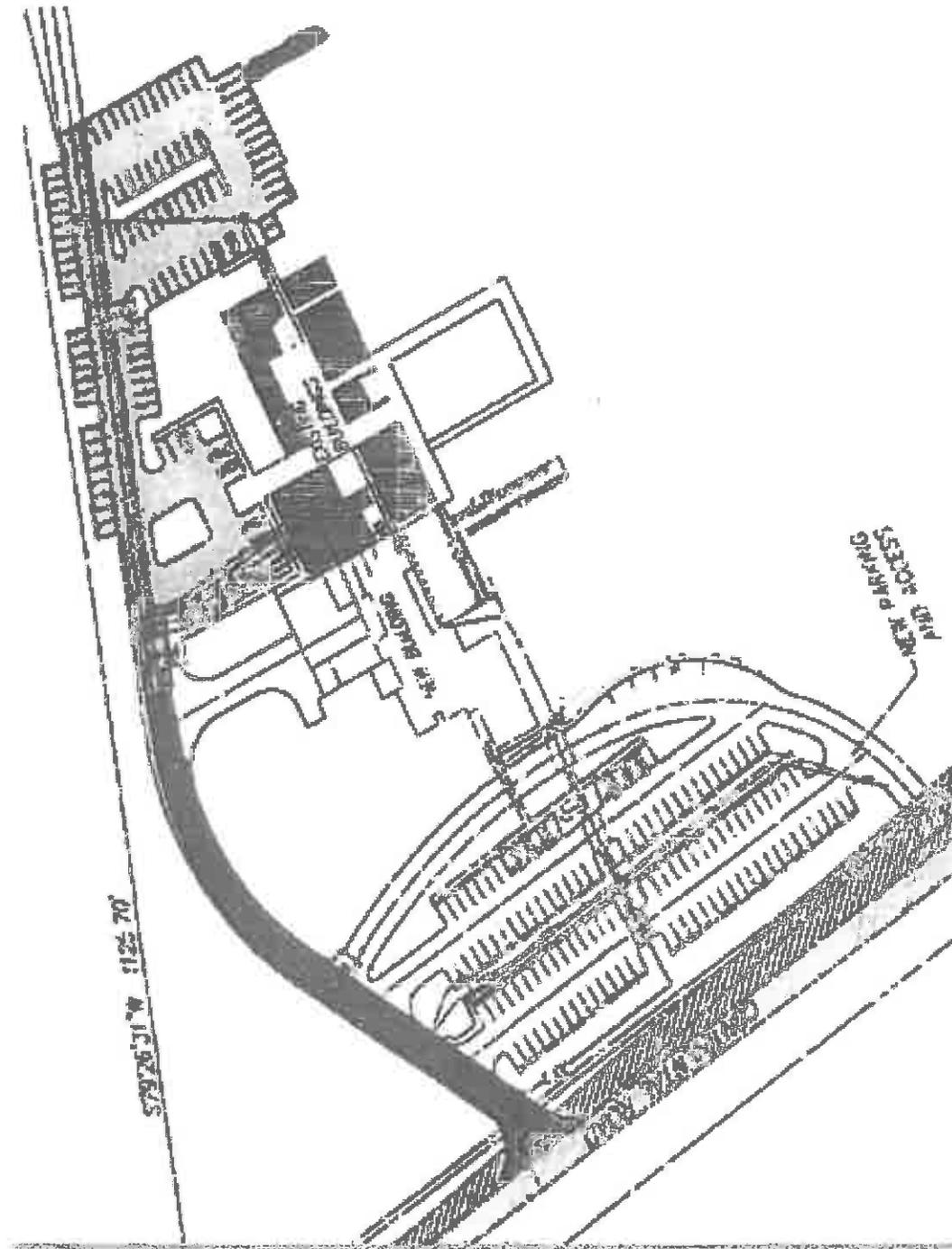


**PIMA COMMUNITY COLLEGE**  
 COMMUNITY CAMPUS - GREEN VALLEY LEARNING CENTER  
 1. COURSE & ROOM INFORMATION

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Pima Community College  
 Attached Parking  
 6650 S. Country Club Rd.  
 Tucson, AZ 85708-1010  
 520.797.2222 FAX 520.797.2227

EXHIBIT B



Phase I - ■  
Phase II = white/no color

### EXHIBIT C

<b>Address: P.C.C. Learning Center 1250 W. Continental Rd Green Valley 85622</b>			
<b>Building Inspection Date: 7/14/2017</b>			
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>CONDITION</b>	<b>COMMENTS</b>
1	Parking Lot	FAIR	Asphalt seems good. No holes minor fractures or shrinkage. Will need a sealant coat to maintain.
2	Grounds-	GOOD	Desert plants and grounds trimmed low maintenance
3	Exterior Walls	NEEDS ATTENTION	Block needs to be sealed, and some fracturing where iron structure penetrates walls.
4	Chiller	FAIR	Trane Mod # RAUCC404BX13A0DF00010. 33Ton. Aircooled.
5	Air Handler	FAIR	Supplied from the one chiller, Trane Mod. information plate sun bleached blank
6	A.C.	GOOD	Trane 5 Ton system supplies Elect and ldf rooms-
7	Heat	FAIR	In duct heat strips at where supplies enter room. At 5 rooms . 208V
8	Exhaust Fan	GOOD	One on roof exhausting restrooms.
9	Water Heater	GOOD	Electric, American Water Heater Company, 40gl 208V Mod #E62-4CR-045D
10	Water Heater	GOOD	Electric, Rheem, 10gl 120V, Mod# 81VP10S. Expansion tank has hole and leaks . Calcium sealed now.
11	Water Heater	GOOD	Under sink Tankless, Powerstream, 240V Mod# 45793214
12	Fire Riser	NEEDS ATTENTION	At South end of facility system needs inspection plate to be compliant.
13	Electrical	FAIR	Panels labeled and good condition. Some have clutter in front of needs removed.
14	Light Fixtures	FAIR	T-8 dimmable fixtures. Some recessed fixtures
15	Mens Rm	GOOD	2 Toilets, 2 Urinals, 3 Sinks No sign of leaks or damage
16	Womens Rm	GOOD	4 Toilets, 3 Sinks No sign of damage, minor leak at toilet head.
17	Ceiling	GOOD	Mostly open w/ suspended lighting and circular duct work. Felt lined deck.
18	Floors	GOOD	Mostly stained concrete, some tile
19	Interior	GOOD	Interior walls, saw no signs of leaks or damage
20	Ductwork	NEEDS ATTENTION	Exterior ducting between the structures bowing some and connecting straps beginning to fail
21	Roof	FAIR	Some fractures around the parapets and some needed sealing at penetrations roof is good

Photo of Item #3 Exterior Walls Needs Sealed - Needs Attention



Photo of Item #3 Exterior Walls Needs Sealed - Needs Attention



Photo of Item #3 Exterior Walls Needs Sealed - Needs Attention



Photo of Item #3 Exterior Walls - Needs Attention



Photo of Item #10 Rheem Water Heater Model 81VP10S - Needs Attention



Photo of Item #12 Fire Riser on South End - Needs Attention

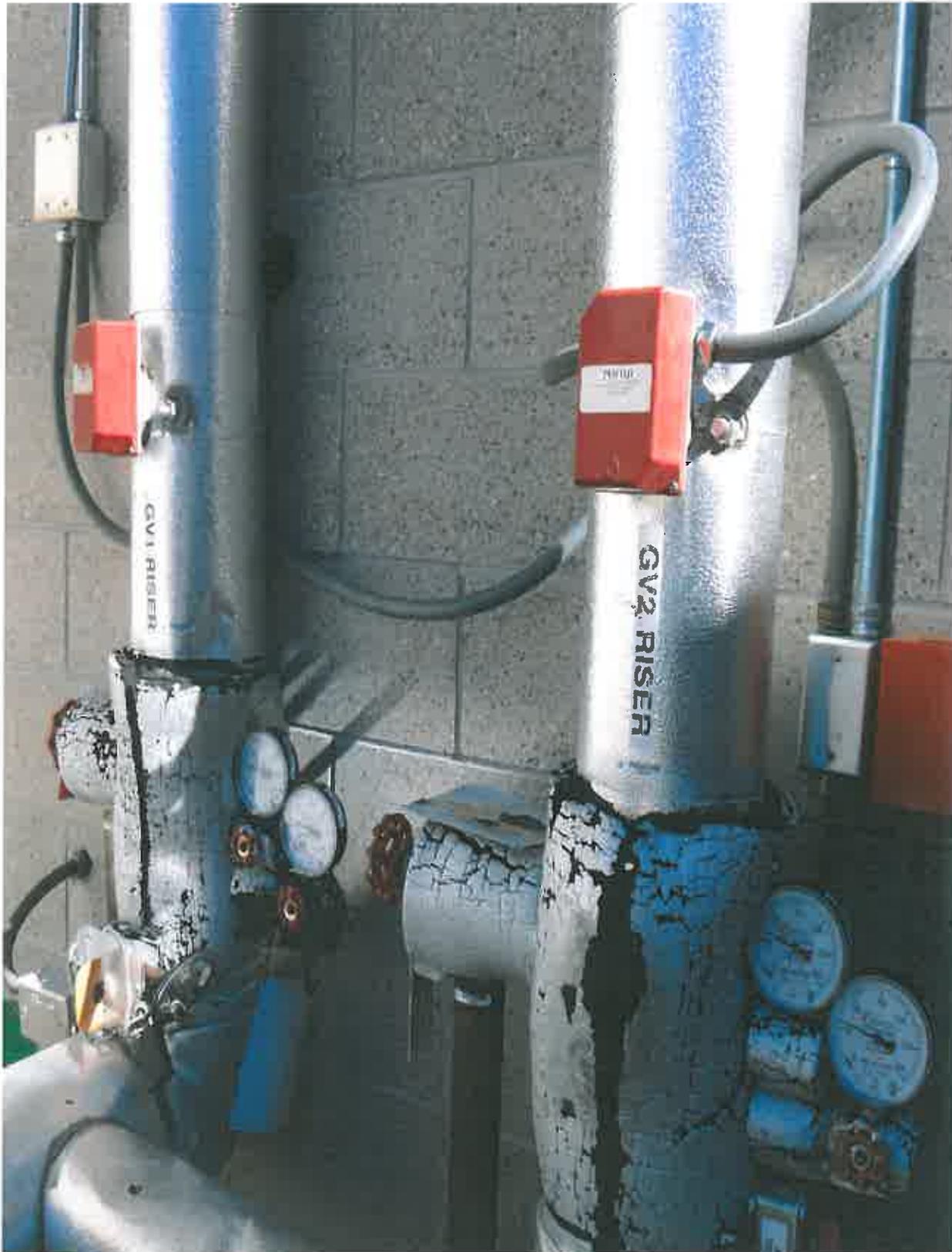


Photo of Item #12 Close Up of Fire Riser South End = Needs Attention



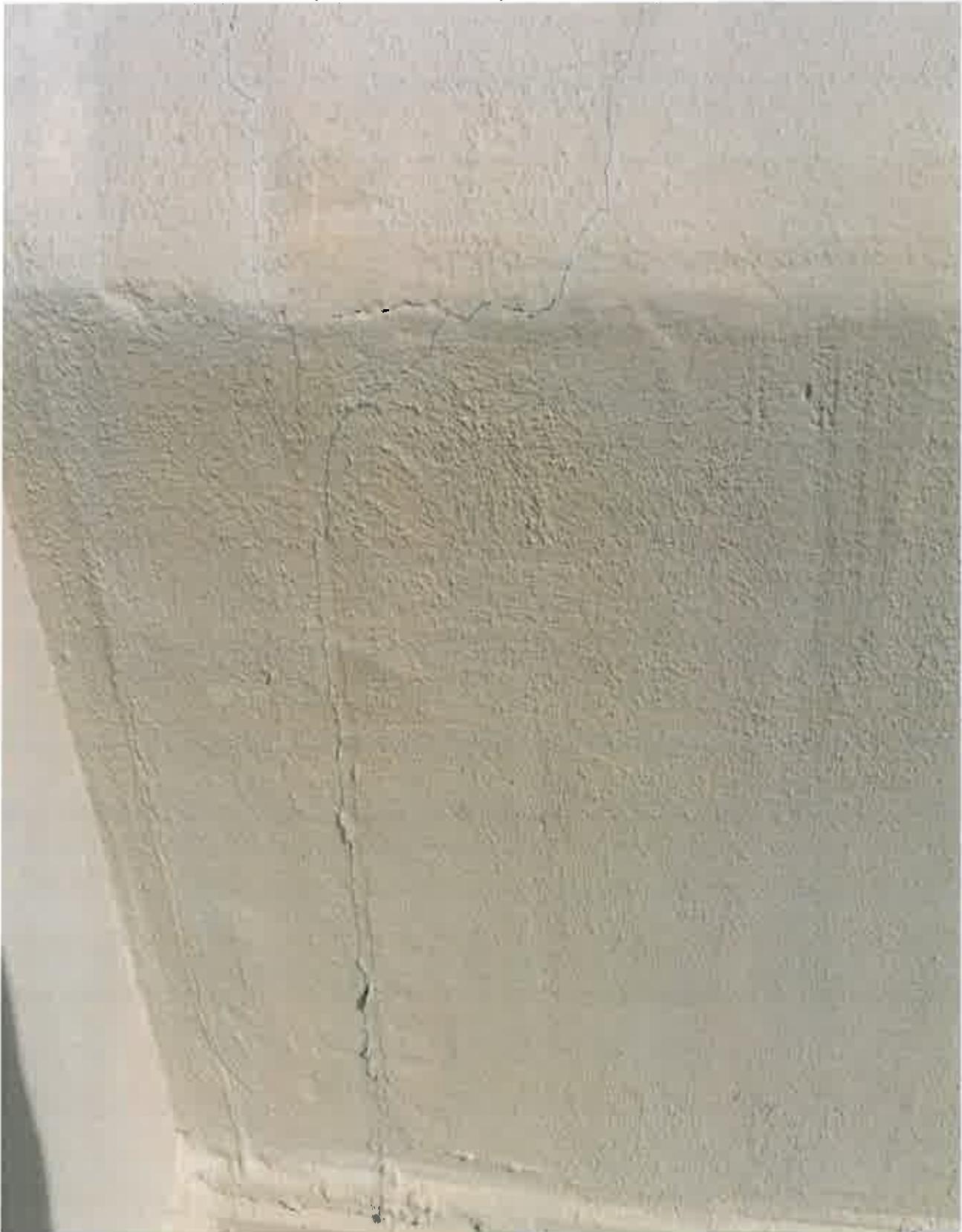
Photo of Item #20 Exterior Duct Work Needs Attention



Photo of Item #21 Parapet Roof Fracture - Needs Attention



Photo of Item #21 Inside of Parapet Located Directly Below the Photo Above - Needs Attention



## EXHIBIT D

Description	Location													Totals
	100	101	102	103	200	201	203	205	206	207	208	210	Common	
A/V Cart			1			1	1	1				1		5
Arm Chair							4							4
Avaya Phone			1	1	1		1	1				1		6
Cabinet					1		1		1					3
Conference Table						1								1
Corkboard							3	1						4
Desktop Podium												1		1
Epson Projector					1		1	1				1		4
Fire Extinguisher - In wall	1				1		1	1				1		5
Fire Extinguisher - Wall Mounted						1								1
Georgia Pacific Towel Dispenser						1								1
Kimberly Clark Soap Dispenser					1									1
Kimberly Clark Towel Dispenser					2									2
Lateral File Cabinets												3		3
Lateral+Cabinet Combo		1	1	1										3
Leg Chairs	6	3	2	1	34		10	11				22		89
Master Lock Keybox									1			2		3
NEC Display 50"												1		1
Overhead Screen					1		1							2
Podium							1							1
Portable Heater												1		1
Rolling Chairs		1	2	1	10	12	24	11	2			1		64
Shure Wireless Audio System					1		1	1				1		4
Smartboard							1	1				1		3
Stool					1		2							3
Systems Furniture (office arrangement)		1	1	1										3
Systems Furniture (work area - 3 stations)	1													1
Table	4				19		25	11	1			3		63
TC Enriched Hand Sanitizer Dispenser					1			1				1		3
Trash Can			1		1	1		1				1		5
Trash Receptacle - Concrete													3	3
Wall Mounted Bulletin Board													2	2
Wall Mounted Key Cabinet				1										1
Whiteboard					2		3	2				3		10
Whiteboard Cabinet						1								1
Whiteboard Portable						1								1
WiFi Ceiling Mount	1													1

### EXHIBIT E

Description						Totals
	102	103	200	206	210	
HP Printer	1	1	1		1	4
PC Computer		1	1	1	1	4
PC Display		1	1	1	1	4

## EXHIBIT F

### FIRST AMENDMENT TO FACILITY LICENSE AGREEMENT

THIS FIRST AMENDMENT TO FACILITY LICENSE AGREEMENT ("Amendment") is dated as of the 1<sup>st</sup> day of December, 2016 by and between Pima County Community College District ("District"), a political subdivision of the State of Arizona, and the Osher Lifelong Learning Institute at the University of Arizona (OLLI-UA) ("Licensee"), a non-profit 501(c)(3) organization.

THIS AMENDMENT IS ENTERED INTO on the basis of the following facts, intentions and understanding of the parties:

- A. District and Licensee entered into a Facility License Agreement dated June 9th, 2015 ("Agreement"). Pursuant to the Agreement, Licensee has licensed from District certain Facilities described in the Agreement as: Four (4) classrooms, one (1) conference room, and one (1) office (collectively "Facilities") located at the District's Green Valley Learning Center ("Green Valley Campus"), with an address at 1250 W. Continental Road, Green Valley, Arizona. The Facilities licensed by the Agreement are identified on the floor plan of the Green Valley Campus in Attachment A-1, which is attached to and made part of the Agreement.
- B. Licensee shall have access to and use of the Facilities on the dates and during the hours described in Attachment A-2, which is attached to and made part of the Agreement.
- C. District and Licensee desire to modify the dates of use described in Section 1.1 of Attachment A-2 of the Agreement.

NOW, THEREFORE, IN CONSIDERATION of the usual covenants and promises, the parties agree as follows:

1. Section 1.1 of Attachment A-2 shall be deleted in its entirety and replaced with:

1.1 ~~Weeks~~

Semester	Number of Weeks of Facilities Use	Dates of Facilities Use
Fall Semester (August 1 – December 31)	8 consecutive weeks	From the last Monday in the month of September until the third Friday of the month of November
Spring Semester (January 1 – May 31)	13 consecutive weeks	From the first Monday in the month of January until the last Friday of the month of March

2. **Third Party Charges.** Each party shall be responsible for paying its own third party charges associated with all License amendments, extensions, renewals and/or expansions, including, but not limited to, all legal costs and brokerage fees, if any.

3. **Expiration.** If this Amendment is not signed by Licensee and received by District prior to December 1, 2016, this Amendment shall be null and void.

In all other respects, the terms, covenants and conditions of the Agreement shall remain in full force and effect.

This Amendment may be executed in counterparts, each of which shall be deemed an original and shall be deemed duly executed upon the signing of the counterparts by the parties hereto. The parties agree that facsimile signatures hereto shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have executed the Amendment to the Agreement on the date(s) set forth below.

For DISTRICT

For LICENSEE

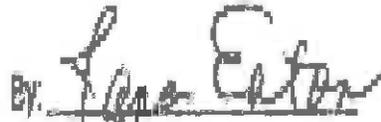
PIMA COUNTY COMMUNITY

OSHER LIFELONG LEARNING

COLLEGE DISTRICT:

INSTITUTE AT UNIVERSITY  
OF ARIZONA OLLI/UA:

By: 

By: 

Print Name: David Bea

Print Name: Jane Eston

Title: Executive Vice Chancellor for Finance  
and Administration

Title: OLLI/UA Board President

Date: 11/30/16

Date: 10-29-16

## FACILITY LICENSE AGREEMENT

This FACILITY LICENSE AGREEMENT ("Agreement") is made as of June 9th, 2015, between the Pima County Community College District ("District"), a political subdivision of the State of Arizona, and the Osher Lifelong Learning Institute at the University of Arizona (OLLI-UA) ("Licensee"), a non-profit 501(c)3 organization.

In consideration of mutual promises and other good and valuable consideration described herein, the parties agree as follows:

### 1. LICENSE.

- 1.1 Subject to the conditions set forth in this Agreement, District grants Licensee limited, temporary and non-exclusive license ("License") to access and use the following facilities owned by District: Four (4) classrooms, one (1) conference room, and one (1) office (collectively "Facilities") located at the District's Green Valley Learning Center ("Green Valley Campus"), with an address at 1250 W. Continental Road, Green Valley, Arizona. The Facilities licensed by this Agreement are identified on the floor plan of the Green Valley Campus in Attachment A-1, which is attached to and made part of this Agreement.
- 1.2 Licensee may also have access to the parking lot, hallways, and restrooms located at the Green Valley Campus on the days and during hours Licensee uses the Facilities under this Agreement.

2. **TERM.** The License shall commence on August 1, 2015 and expire on July 31, 2020 ("Term"). Each year during the Term, with each year commencing on August 1 and ending on July 31 ("Academic Year"), Licensee shall have access to and use of the Facilities on the dates and during hours described in Attachment A-2, which is attached to and made part of this Agreement.

3. **PURPOSE.** Licensee shall have the right to use the Facilities during the Term for the following and no other purpose: Continuing and Professional Education courses and related activities and events ("Activities") conducted by the Osher Lifelong Learning Institute at the University of Arizona ("OLLI - UA").

### 4. LICENSE FEE; PAYMENTS; OTHER CHARGES

- 4.1 Licensee shall pay District for License granted by this Agreement the total fee of twenty five thousand (\$25,000) dollars ("License Fee"), paid in ten (10) equal installments of twenty five hundred dollars (\$2,500) each.
- 4.2 Each installment payment of twenty five hundred dollars (\$2,500) is due twice per Academic Year, on or before December 31 and on or before April 30, with the first such payment due on or before December 31, 2015.

- 4.3 Other than the existing equipment included in the Facilities and specified in Attachment A-2, the License Fee does not cover any other costs associated with the Licensee's use of the Facilities, including but not limited to, the use of the District-owned media and audio equipment. Any additional equipment may be available to Licensee for a fee in accordance with the District's rental fee schedule.
- 4.4 Additionally, Licensee shall be responsible for the payment of all additional charges resulting from Licensee's use of the Facilities, including any damages or alterations to the Facilities, or failure to leave the Facilities upon expiration of the Term. District will assess charges for late departures in accordance with District's Facilities Rental Fee Schedule. All other charges will be assessed based on District's actual costs. Licensee shall submit all payments for additional charges within thirty (30) days of receiving an invoice from District.
- 4.5 For any payment received after the due date, District shall charge Licensee a late fee of ten (10%) percent.

## 5. TERMINATION; CANCELLATION

- 5.1 Either party may cancel this Agreement upon one (1) year's prior written notice to the other party.
- 5.2 In the event Licensee fails to comply with or observe any provision of this Agreement, District may, in addition to any other remedy available, immediately terminate this Agreement and all rights of Licensee. In the event of termination, Licensee forfeits any amounts already paid to District and shall be responsible for payment of any additional charges provided in Article 4.3. In no event shall District be liable to Licensee for any other costs expended by Licensee or for any lost profits and revenue.
- 5.3 Additionally, the parties understand that the continuation of the Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the governing bodies for Licensee and District. Each party shall notify the other party in writing of insufficient funding as soon as reasonably possible.

## 6. TERMS OF LICENSE

- 6.1 **No Unlawful Purpose.** Licensee shall not use the facilities for any unlawful purpose.
- 6.2 **No Interference.** Licensee shall not interfere with the normal operation and activities of District.
- 6.3 **Smoking.** Smoking is permitted in designated areas only. Smoking is prohibited in all indoor areas and within twenty five (25) feet of main entrances and exits to and from indoor facilities.
- 6.4 **Firearms.** Firearms are prohibited at all times while in the Facilities and at any other location on District property, except by specially-designated persons.

- 6.5 **Third-party Vendors.** Licensee may use services of third-party vendors ("Vendors") during the Term, provided that Licensee will be responsible for ensuring Vendor's compliance with the terms of this Agreement.
- 6.6 **Control and Access to Facilities.** The Facilities shall at all times be under the control of District. District's authorized personnel may access the Facilities at any time for any business purpose of District and in the event of emergency.
- 6.7 **Manner of Use.** Licensee shall use the Facilities in safe manner and shall comply with all applicable state, federal, and local laws and regulations applicable to the intended use of the Facilities.
- 6.8 **Use of District's Name.** Licensee shall not use the name or any sign, symbol, or mark of District for any purpose without prior written consent of District in each instance. Furthermore, Licensee shall not make any statement, including any promotional materials, related to Licensee's use of the Facilities which could cause confusion as to the entity sponsoring the Activities taking place within the Facilities.
- 6.9 **Hazardous Substances.** Licensee will not permit any hazardous substance to be used, stored, generated or disposed of on, in or about, or transported in or from, the Facilities, by Licensee, Licensee's employees, agents, and invitees.
- 6.10 **Supervision; Security.** Licensee shall be solely responsible for the activities, supervision, safety and welfare of its employees, agents, and invitees at all times during the Term while occupying the Facilities and while in common areas, parking, restrooms, and other property of District.

**7. ALTERATIONS; DAMAGES.**

- 7.1 Licensee shall leave the Facilities in the same condition as of the commencement of the Term, except for ordinary wear and tear.
- 7.2 Licensee shall not displace or remove District-owned furniture, equipment, and property from the Facilities without prior written authorization from District.
- 7.3 Licensee shall be responsible for any damages or alterations to the Facilities, and for any damages to or loss of furnishings, fixtures and equipment caused by Licensee, its employees, agents, or patrons.

**8. ABANDONED PROPERTY.** Any property left at the Facilities shall, after thirty (30) days from the expiration, termination, or cancellation of this Agreement, be deemed abandoned and shall become property of District to be disposed of or utilized at the District's sole discretion.

**9. INSURANCE**

- 9.1 Licensee agrees to procure, at its expense, and maintain during the term hereof, a policy of general liability insurance against claims for bodily injury, death, and property damage occurring in connection with Licensee's use of any portion of facility and/or facility's contents, which insurance shall name College as an additional insured and be primary and non-contributing to any coverage maintained by or on behalf of College. Such insurance shall have minimum limits of \$1,000,000.00 per

occurrence and Licensee shall provide College with evidence such insurance coverage is in effect.

- 9.2** Licensee shall, prior to commencement of the Term of this Agreement, provide District proof of coverage required by this Article 9.

**10. COMPLIANCE WITH ALL LAWS.** The parties shall comply with the requirements of all applicable state and federal rules and regulations, including the Equal Employment Opportunity, Non-Discrimination, and Immigration.

**11. NON-ASSIGNMENT.** The right to use the Facilities is personal to Licensee. Licensee shall not transfer or assign its right to use the Facilities to others. Any attempt to transfer or assign shall terminate this Agreement.

**12. FORCE MAJEURE.** In the event that the Facilities are rendered unsuitable for general use or for a specific purpose of intended use by Licensee by reason or cause beyond the control or authority of District, District shall not be liable to Licensee for any fees already paid to District by Licensee, or for any revenue loss and other inconvenience that may result.

**13. NOTICE.** Any notice to be given under this Agreement must be in writing and sent to the intended party's address indicated below:

To DISTRICT:  
Pima County Community College District  
Attn: William Ward – VC of Facilities  
4905 E. Broadway Blvd  
Tucson, AZ 85789

To LICENSEE:  
OLLI-UA  
Attn: Jana Eaton – Board President  
888 N. Euclid Avenue  
Tucson, AZ 85721

With copies to:  
U/A Global Initiatives  
Attn: Rebecca Cook – Director, Continuing & Professional Education  
888 N. Euclid Avenue  
Tucson, AZ 85721

and

OLLI-UA/GV Campus  
Attn: Blaine Nelson - Council Chair  
132 E. Santa Rebecca Drive  
Green Valley, AZ 85614

#### 14. STANDARD PROVISIONS

- 14.1 **Scope of Relationship; Non-Endorsement.** Nothing in this Agreement will be construed as establishing a partnership, joint venture or similar relationship between District and Licensee, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.
- 14.2 **Inspection and Audit.** Each party shall retain all books, accounts, reports, files, and other records related to this Agreement ("Records") for five (5) years after the expiration, termination, or cancellation of the Agreement. The parties acknowledge that, to the extent applicable, all such Records are subject to audit pursuant to A.R.S. § 35-214 and the public records law, A.R.S. § 39-121 *et seq.*
- 14.3 **Cancellation for Conflict of Interest.** Either party may cancel this Agreement for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 14.4 **Indemnification.** Each party shall be responsible only for liabilities arising out of the conduct of its employees, officers, and agents in connection with the License under this Agreement.
- 14.5 **Governing Law.** Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this agreement shall exclusively rest in the Pima County, Arizona.
- 14.6 **Dispute Resolution.** This Agreement is subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518, and Rule 3.9 of Pima County Superior Court Local Rules.
- 14.7 **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both parties.

[CONTINUES ON NEXT PAGE]

IN WITNESS WHEREOF, the persons duly authorized to execute this Agreement on behalf Licensee and District executed this Agreement as of the last date indicated below

For DISTRICT

PIMA COUNTY COMMUNITY  
COLLEGE DISTRICT:

By:  \_\_\_\_\_

Print Name: David Ben

Title: Executive Vice Chancellor for  
Finance and Administration

Date: June 9, 2015

For LICENSEE

OSHER LIFELONG LEARNING  
INSTITUTE AT UNIVERSITY OF  
ARIZONA (OLLI-UA)

By:  \_\_\_\_\_

Print Name: JANA EATON

Title: OLLI-UA BOARD PRESIDENT

Date: JUNE 9, 2015

**Attachments:**

- A-1 - Facilities Floor Plan
- A-2 - Schedule of Facilities Use



GREEN VALLEY

SCALE 1" = 40'

0 5 10 20 30 40 60

0 5 10 20 30 40 60

0 5 10 20 30 40 60

0 5 10 20 30 40 60

0 5 10 20 30 40 60

0 5 10 20 30 40 60

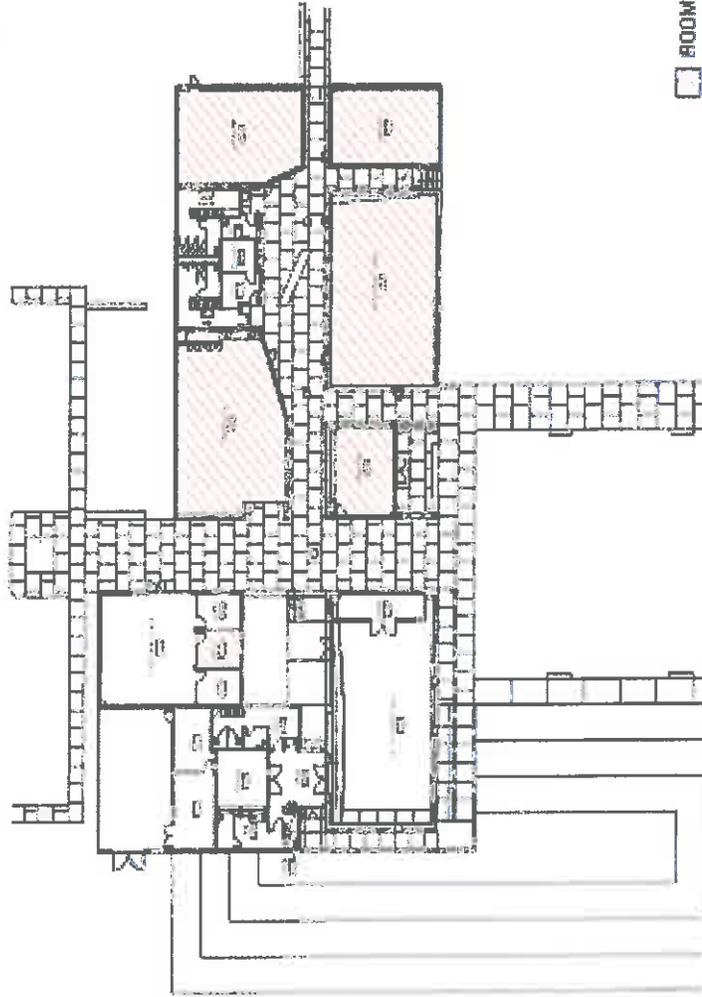
0 5 10 20 30 40 60

0 5 10 20 30 40 60



GREEN VALLEY LEARNING CENTER

# ATTACHMENT A-1



ROOMS OCCUPIED BY OLLI-UAGBY

**ATTACHMENT A-2  
To FACILITY LICENSE AGREEMENT**

**SCHEDULE OF FACILITIES USE**

- Each Academic Year during the Term of this Agreement, Licensee will have access to and use of the Facilities for a total of twenty (20) weeks, Monday through Friday during each week, according to the following schedule:

**1.1 Weeks**

Semester	Number of Weeks of Facilities Use	Dates of Facilities Use
Fall Semester (August 1 - December 31)	8 consecutive weeks	From the last Monday in the month of September until the third Friday of the month of November
Spring Semester (January 1 - May 31)	8 consecutive weeks	From the first Monday in the month of February until the last Friday in the month of March
Summer Semester (June 1 - July 31)	4 consecutive weeks	During the entire month of June

- 1.2 Hours**. During each day of the Facilities use, Licensee shall have access to and use of the Facilities from 8 a.m. to 5 p.m.
- Notwithstanding Section 1 of this Attachment, the days and hours for the Licensee's access to and use of Room 201 ("Conference Room"), during the Term of the Agreement shall be based upon the room's availability as determined by District.
- Additionally, Licensee may have access to and use of one (1) classroom at the Facilities ("Classroom") each Academic Year during the Term of this Agreement for a total of forty (40) consecutive weeks, Monday through Friday during each week, subject to such Classroom's availability as determined by District.
- As part of this agreement, Licensee will have access to use the equipment and furniture that is part of the room infrastructure in the Facilities, including existing computers and related hardware, phones, printers, projectors, smart boards and/or overhead screens. Internet and local telephone service access will be provided on the District's public network. Licensee to contact District User Support Services for maintenance on computer related equipment as required.

# ATTACHMENT 2



# PimaCommunityCollege

## ASSIGNMENT OF LICENSE

THIS ASSIGNMENT OF LICENSE (“Assignment”) is made as of December 21, 2017 by and between Pima County Community College District, a political subdivision of the State of Arizona (“College” or “Assignor”) and Pima County, a political subdivision of the State of Arizona (“County” or “Assignee”).

### RECITALS:

- A. College and the Osher Lifelong Learning Institute at the University of Arizona (“OLLI-UA”) entered a Facilities License Agreement, dated June 9, 2015, as shown in Exhibit A and as amended on December 16, 2015 (“License”), as shown in Exhibit B. Under the License, College, as Licensor, granted OLLI-UA, as Licensee, a temporary, non-exclusive license to use and access certain facilities located at the College’s Green Valley Campus, located at 1250 W. Continental Road, in Green Valley, Arizona 85614 (“Property”). The term of the License expires on July 31, 2020.
- B. On August 1, 2017, College and County executed an Operating and Management Agreement, pursuant to which County will undertake all primary management and control of the Property. Under the terms of the Operating and Management Agreement, College will assign to County and County will assume and honor the OLLI-UA License for its remaining term.

**NOW THEREFORE**, in consideration of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. ASSIGNMENT. College, as Assignor, hereby assigns to County, as Assignee, all of its rights and interests in the License including any and all fees, and other rights or entitlements of College under the License, subject to all of the terms, covenants, conditions and provisions of the License.
- 2. ASSUMPTION. County, as Assignee, hereby assumes, covenants and agrees to keep and perform each and every obligation of College under the License. County shall be bound by every provision of the License as if it had executed the same. County hereby assumes all liability, demands, claims, causes of action and loss arising under the License.
- 3. EFFECTIVE DATE. This Assignment becomes effective as of the last signature date below.
- 4. NOTICE TO OLLI-UA. No later than seven (7) business days after the execution of this Assignment, College will notify, by written letter, the OLLI-UA of this Assignment. College will provide County a copy of the notice.
- 5. SUCCESSORS AND ASSIGNS. This Assignment is binding upon and inures to the benefit of the successors and assigns of the parties.



# PimaCommunityCollege

6. ENTIRE AGREEMENT. This Assignment constitutes the entire understanding of the parties and there are no other agreements or understandings written or oral in effect between the parties relating to the subject matter of this Assignment.

IN WITNESS WHEREOF, the parties' duly authorized representatives have executed this Assignment as of the date indicated below:

For COLLEGE

For COUNTY

PIMA COUNTY COMMUNITY COLLEGE DISTRICT:

PIMA COUNTY:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: *Mary Jo Furphy*  
Name: Mary Jo Furphy  
Title: Director, Procurement Department  
Date: 12-21-17

APPROVED AS TO CONTENT:

By: *Lisa Josker*  
Name: Lisa Josker  
Title: Director, Facilities Management Dept.  
Date: 12/20/17

APPROVED AS TO FORM:

By: *Tobin Rosen*  
Name: Tobin Rosen  
Title: Deputy County Attorney  
Date: 12/13/17

**Attachments:**

- Attachment A – Facility License Agreement
- Attachment B – Amendment 1 to Facility License Agreement



# PimaCommunityCollege

6. ENTIRE AGREEMENT. This Assignment constitutes the entire understanding of the parties and there are no other agreements or understandings written or oral in effect between the parties relating to the subject matter of this Assignment.

**IN WITNESS WHEREOF**, the parties' duly authorized representatives have executed this Assignment as of the date indicated below:

For **COLLEGE**

**PIMA COUNTY COMMUNITY COLLEGE DISTRICT:**

By:   
Print Name: David Bea  
Title: EVC Finance and Administration  
Date: 12-18-17

By: \_\_\_\_\_  
Name: Lisa Josker  
Title: Director, Facilities Management Dept.  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: Tobin Rosen  
Title: Deputy County Attorney  
Date: \_\_\_\_\_

For **COUNTY**

**PIMA COUNTY:**

By: \_\_\_\_\_  
Name: Mary Jo Furphy  
Title: Director, Procurement Department  
Date: \_\_\_\_\_

**APPROVED AS TO CONTENT:**

**Attachments:**

Attachment A – Facility License Agreement

Attachment B – Amendment 1 to Facility License Agreement

## EXHIBIT A to ASSIGNMENT OF LICENSE

### FACILITY LICENSE AGREEMENT

This FACILITY LICENSE AGREEMENT ("**Agreement**") is made as of June 9th, 2015, between the Pima County Community College District ("**District**"), a political subdivision of the State of Arizona, and the Osher Lifelong Learning Institute at the University of Arizona (OLLI-UA) ("**Licensee**"), a non-profit 501(c)3 organization.

In consideration of mutual promises and other good and valuable consideration described herein, the parties agree as follows:

#### 1. LICENSE.

1.1 Subject to the conditions set forth of this Agreement, District grants Licensee limited, temporary and non-exclusive license ("**License**") to access and use the following facilities owned by District: Four (4) classrooms, one (1) conference room, and one (1) office (collectively "**Facilities**") located at the District's Green Valley Learning Center ("**Green Valley Campus**"), with an address at 1250 W. Continental Road, Green Valley, Arizona. The Facilities licensed by this Agreement are identified on the floor plan of the Green Valley Campus in Attachment A-1, which is attached to and made part of this Agreement.

1.2 Licensee may also have access to the parking lot, hallways, and restrooms located at the Green Valley Campus on the days and during hours Licensee uses the Facilities under this Agreement.

2. **TERM.** The License shall commence on August 1, 2015 and expire on July 31, 2020 ("**Term**"). Each year during the Term, with each year commencing on August 1 and ending on July 31 ("**Academic Year**"), Licensee shall have access to and use of the Facilities on the dates and during hours described in Attachment A-2, which is attached to and made part of this Agreement.

3. **PURPOSE.** Licensee shall have the right to use the Facilities during the Term for the following and no other purpose: Continuing and Professional Education courses and related activities and events ("**Activities**") conducted by the Osher Lifelong Learning Institute at the University of Arizona ("**OLLI - UA**").

#### 4. LICENSE FEE; PAYMENTS; OTHER CHARGES

4.1 Licensee shall pay District for License granted by this Agreement the total fee of twenty five thousand (\$25,000) dollars ("**License Fee**"), paid in ten (10) equal installments of twenty five hundred dollars (\$2,500) each.

4.2 Each installment payment of twenty five hundred dollars (\$2,500) is due twice per Academic Year, on or before December 31 and on or before April 30, with the first such payment due on or before December 31, 2015.

- 4.3 Other than the existing equipment included in the Facilities and specified in Attachment A-2, the License Fee does not cover any other costs associated with the Licensee's use of the Facilities, including but not limited to, the use of the District-owned media and audio equipment. Any additional equipment may be available to Licensee for a fee in accordance with the District's rental fee schedule.
- 4.4 Additionally, Licensee shall be responsible for the payment of all additional charges resulting from Licensee's use of the Facilities, including any damages or alterations to the Facilities, or failure to leave the Facilities upon expiration of the Term. District will assess charges for late departures in accordance with District's Facilities Rental Fee Schedule. All other charges will be assessed based on District's actual costs. Licensee shall submit all payments for additional charges within thirty (30) days of receiving an invoice from District.
- 4.5 For any payment received after the due date, District shall charge Licensee a late fee of ten (10%) percent.

## 5. TERMINATION; CANCELLATION

- 5.1 Either party may cancel this Agreement upon one (1) year's prior written notice to the other party.
- 5.2 In the event Licensee fails to comply with or observe any provision of this Agreement, District may, in addition to any other remedy available, immediately terminate this Agreement and all rights of Licensee. In the event of termination, Licensee forfeits any amounts already paid to District and shall be responsible for payment of any additional charges provided in Article 4.3. In no event shall District be liable to Licensee for any other costs expended by Licensee or for any lost profits and revenue.
- 5.3 Additionally, the parties understand that the continuation of the Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the governing bodies for Licensee and District. Each party shall notify the other party in writing of insufficient funding as soon as reasonably possible.

## 6. TERMS OF LICENSE

- 6.1 **No Unlawful Purpose.** Licensee shall not use the Facilities for any unlawful purpose.
- 6.2 **No Interference.** Licensee shall not interfere with the normal operation and activities of District.
- 6.3 **Smoking.** Smoking is permitted in designated areas only. Smoking is prohibited in all indoor areas and within twenty five (25) feet of main entrances and exits to and from indoor facilities.
- 6.4 **Firearms.** Firearms are prohibited at all times while in the Facilities and at any other location on District property, except by specially-designated persons.

- 6.5 **Third-party Vendors.** Licensee may use services of third-party vendors (“Vendors”) during the Term, provided that Licensee will be responsible for ensuring Vendor’s compliance with the terms of this Agreement.
- 6.6 **Control and Access to Facilities.** The Facilities shall at all times be under the control of District. District’s authorized personnel may access the Facilities at any time for any business purpose of District and in the event of emergency.
- 6.7 **Manner of Use.** Licensee shall use the Facilities in safe manner and shall comply with all applicable state, federal, and local laws and regulations applicable to the intended use of the Facilities.
- 6.8 **Use of District’s Name.** Licensee shall not use the name or any sign, symbol, or mark of District for any purpose without prior written consent of District in each instance. Furthermore, Licensee shall not make any statement, including any promotional materials, related to Licensee’s use of the Facilities which could cause confusion as to the entity sponsoring the Activities taking place within the Facilities.
- 6.9 **Hazardous Substances.** Licensee will not permit any hazardous substance to be used, stored, generated or disposed of on, in or about, or transported to or from, the Facilities, by Licensee, Licensee’s employees, agents, and invitees.
- 6.10 **Supervision; Security.** Licensee shall be solely responsible for the activities, supervision, safety and welfare of its employees, agents, and invitees at all times during the Term while occupying the Facilities and while in common areas, parking, restrooms, and other property of District.

**7. ALTERATIONS; DAMAGES.**

- 7.1 Licensee shall leave the Facilities in the same condition as of the commencement of the Term, except for ordinary wear and tear.
- 7.2 Licensee shall not displace or remove District-owned furniture, equipment, and property from the Facilities without prior written authorization from District.
- 7.3 Licensee shall be responsible for any damages or alterations to the Facilities, and for any damages to or loss of furnishings, fixtures and equipment caused by Licensee, its employees, agents, or patrons.

**8. ABANDONED PROPERTY.** Any property left at the Facilities shall, after thirty (30) days from the expiration, termination, or cancellation of this Agreement, be deemed abandoned and shall become property of District to be disposed of or utilized at the District’s sole discretion.

**9. INSURANCE.**

- 9.1 Licensee agrees to procure, at its expense, and maintain during the term hereof, a policy of general liability insurance against claims for bodily injury, death, and property damage occurring in connection with Licensee’s use of any portion of facility and/or facility’s contents, which insurance shall name Coliege as an additional insured and be primary and non-contributing to any coverage maintained by or on behalf of College. Such insurance shall have minimum limits of \$1,000,000.00 per

occurrence and Licensee shall provide College with evidence such insurance coverage is in effect.

**9.2** Licensee shall, prior to commencement of the Term of this Agreement, provide District proof of coverage required by this Article 9.

**10. COMPLIANCE WITH ALL LAWS.** The parties shall comply with the requirements of all applicable state and federal rules and regulations, including the Equal Employment Opportunity, Non-Discrimination, and Immigration.

**11. NON-ASSIGNMENT.** The right to use the Facilities is personal to Licensee. Licensee shall not transfer or assign its right to use the Facilities to others. Any attempt to transfer or assign shall terminate this Agreement.

**12. FORCE MAJEURE.** In the event that the Facilities are rendered unsuitable for general use or for a specific purpose of intended use by Licensee by reason or cause beyond the control or authority of District, District shall not be liable to Licensee for any fees already paid to District by Licensee, or for any revenue loss and other inconvenience that may result.

**13. NOTICE.** Any notice to be given under this Agreement must be in writing and sent to the intended party's address indicated below:

To DISTRICT:  
Pima County Community College District  
Attn: William Ward – VC of Facilities  
4905 E. Broadway Blvd.  
Tucson, AZ 85709

To LICENSEE:  
OLLI-UA  
Attn: Jana Eaton – Board President  
888 N. Euclid Avenue  
Tucson, AZ 85721

With copies to:  
UA Global Initiatives  
Attn: Rebecca Cook – Director, Continuing & Professional Education  
888 N. Euclid Avenue  
Tucson, AZ 85721

and

OLLI-UA/GV Campus  
Attn: Blaine Nisson - Council Chair  
132 E. Santa Rebecca Drive  
Green Valley, AZ 85614

#### 14. STANDARD PROVISIONS

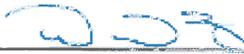
- 14.1 Scope of Relationship; Non-Endorsement.** Nothing in this Agreement will be construed as establishing a partnership, joint venture or similar relationship between District and Licensee, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.
- 14.2 Inspection and Audit.** Each party shall retain all books, accounts, reports, files, and other records related to this Agreement ("Records") for five (5) years after the expiration, termination, or cancellation of the Agreement. The parties acknowledge that, to the extent applicable, all such Records are subject to audit pursuant to A.R.S. § 35-214 and the public records law, A.R.S. § 39-121 *et seq.*
- 14.3 Cancellation for Conflict of Interest.** Either party may cancel this Agreement for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 14.4 Indemnification.** Each party shall be responsible only for liabilities arising out of the conduct of its employees, officers, and agents in connection with the License under this Agreement.
- 14.5 Governing Law.** Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in the Pima County, Arizona.
- 14.6 Dispute Resolution.** This Agreement is subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518, and Rule 3.9 of Pima County Superior Court Local Rules.
- 14.7 Entire Agreement; Amendments.** This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both parties.

[CONTINUES ON NEXT PAGE]

IN WITNESS WHEREOF, the persons duly authorized to execute this Agreement on behalf Licensee and District executed this Agreement as of the last date indicated below.

For DISTRICT

PIMA COUNTY COMMUNITY  
COLLEGE DISTRICT:

By:  \_\_\_\_\_

Print Name: David Bea

Title: Executive Vice Chancellor for  
Finance and Administration

Date: June 9, 2015

For LICENSEE

OSHER LIFELONG LEARNING  
INSTITUTE AT UNIVERSITY OF  
ARIZONA (OLLI-UA):

By: 

Print Name: JANA EATON  
Title: OLLI-UA BOARD PRESIDENT  
Date: JUNE 9, 2015

**Attachments:**

- A-1 – Facilities Floor Plan
- A-2 – Schedule of Facilities Use



GREEN VALLEY

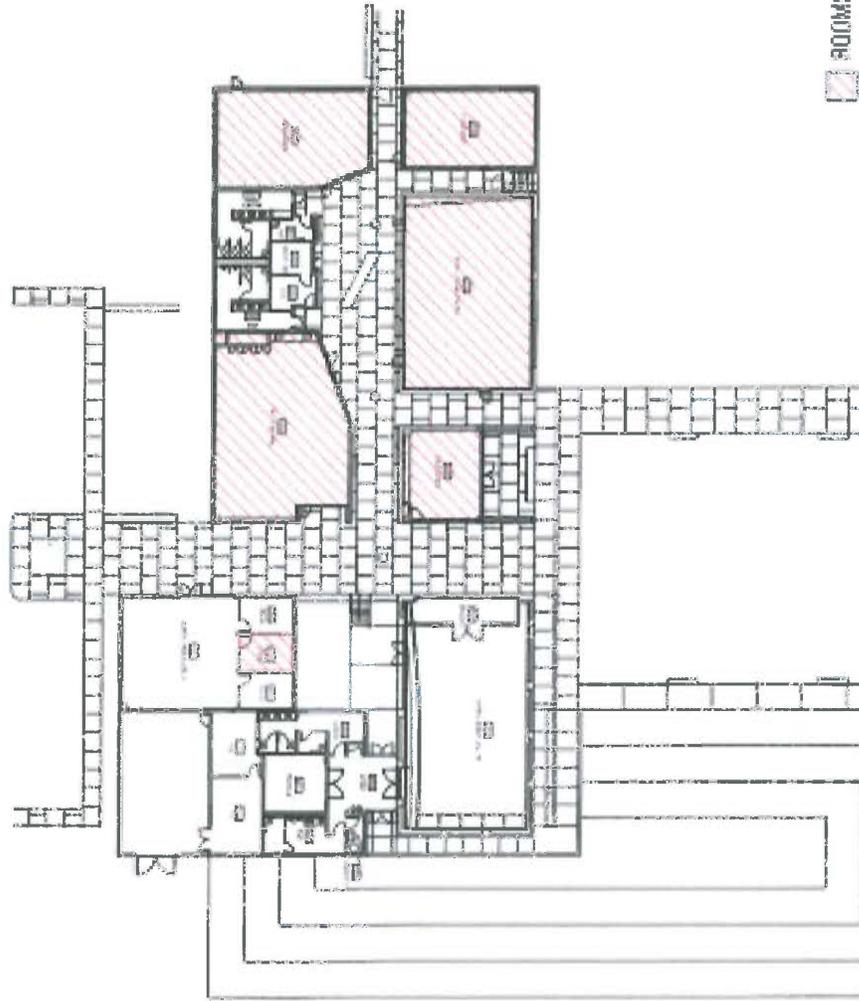


GREEN VALLEY LEARNING CENTER

SCALE 1" = 40'

0 5 10 20 30 40 60 80

# ATTACHMENT A-1



ROOMS OCCUPIED BY OLU-UAGV

**ATTACHMENT A-2  
To FACILITY LICENSE AGREEMENT**

**SCHEDULE OF FACILITIES USE**

1. Each Academic Year during the Term of this Agreement, Licensee will have access to and use of the Facilities for a total of twenty (20) weeks, Monday through Friday during each week, according to the following schedule:

**1.1 Weeks**

<b>Semester</b>	<b>Number of Weeks of Facilities Use</b>	<b>Dates of Facilities Use</b>
Fall Semester (August 1 - December 31)	8 consecutive weeks	From the last Monday in the month of September until the third Friday of the month of November
Spring Semester January 1 - May 31)	8 consecutive weeks	From the first Monday in the month of February until the last Friday in the month of March
Summer Semester (June 1 - July 31)	4 consecutive weeks	During the entire month of June

- 1.2 **Hours**. During each day of the Facilities use, Licensee shall have access to and use of the Facilities from 8 a.m. to 5 p.m.

2. Notwithstanding Section 1 of this Attachment, the days and hours for the Licensee's access to and use of Room 201 ("Conference Room"), during the Term of the Agreement shall be based upon the room's availability as determined by District.
3. Additionally, Licensee may have access to and use of one (1) classroom at the Facilities ("Classroom") each Academic Year during the Term of this Agreement for a total of forty (40) consecutive weeks, Monday through Friday during each week, subject to such Classroom's availability as determined by District.
4. As part of this agreement, Licensee will have access to use the equipment and furniture that is part of the room infrastructure in the Facilities, including existing computers and related hardware, phones, printers, projectors, smart boards and/or overhead screens. Internet and local telephone service access will be provided on the District's public network. Licensee to contact District User Support Services for maintenance on computer related equipment as required.

## EXHIBIT B to ASSIGNMENT OF LICENSE

### FIRST AMENDMENT TO FACILITY LICENSE AGREEMENT

**THIS FIRST AMENDMENT TO FACILITY LICENSE AGREEMENT** ("Amendment") is dated as of the 1<sup>st</sup> day of December, 2016 by and between Pima County Community College District ("**District**"), a political subdivision of the State of Arizona, and the Osher Lifelong Learning Institute at the University of Arizona (OLLI-UA)("Licensee"), a non-profit 501(c)3 organization.

**THIS AMENDMENT IS ENTERED INTO** on the basis of the following facts, intentions and understanding of the parties:

- A. District and Licensee entered into a Facility License Agreement dated June 9th, 2015 ("**Agreement**"), Pursuant to the Agreement, Licensee has licensed from District certain Facilities described in the Agreement as: Four (4) classrooms, one (1) conference room, and one (1) office (collectively "**Facilities**") located at the District's Green Valley Learning Center ("Green Valley Campus"), with an address at 1250 W. Continental Road, Green Valley, Arizona. The Facilities licensed by the Agreement are identified on the floor plan of the Green Valley Campus in Attachment A-1, which is attached to and made part of the Agreement.
  
- B. Licensee shall have access to and use of the Facilities on the dates and during the hours described in Attachment A-2, which is attached to and made part of the Agreement
  
- C. District and Licensee desire to modify the dates of use described in **Section 1.1 of Attachment A-2** of the Agreement.

**NOW, THEREFORE, IN CONSIDERATION** of the usual covenants and promises, the parties agree as follows:

- 1. Section 1.1 of Attachment A-2 shall be deleted in its entirety and replaced with:

1.1 **Weeks**

<b>Semester</b>	<b>Number of Weeks of Facilities Use</b>	<b>Dates of Facilities Use</b>
Fall Semester (August 1 – December 31)	8 consecutive weeks	From the last Monday in the month of September until the third Friday of the month of November
Spring Semester (January 1 – May 31)	13 consecutive weeks	From the first Monday in the month of January until the last Friday of the month of March

2. **Third Party Charges.** Each party shall be responsible for paying its own third party charges associated with all License amendments, extensions, renewals and/or expansions, including, but not limited to, all legal costs and brokerage fees, if any.
  
3. **Expiration.** If this Amendment is not signed by Licensee and received by District prior to December 1, 2016, this Amendment shall be null and void.

In all other respects, the terms, covenants and conditions of the Agreement shall remain in full force and effect.

This Amendment may be executed in counterparts, each of which shall be deemed an original and shall be deemed duly executed upon the signing of the counterparts by the parties hereto. The parties agree that facsimile signatures hereto shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have executed the Amendment to the Agreement on the date(s) set forth below.

For DISTRICT

PIMA COUNTY COMMUNITY

COLLEGE DISTRICT:

By: 

Print Name: David Bea

Title: Executive Vice Chancellor for Finance  
and Administration

Date: 11/30/16

For LICENSEE

OSHER LIFELONG LEARNING

INSTITUTE AT UNIVERSITY  
OF ARIZONA OLLI-UA:

By: 

Print Name: Jana Eaton

Title: OLLI-UA Board President

Date: 10-29-16

# ATTACHMENT 3

## OPERATING AGREEMENT

### GREEN VALLEY COMMUNITY PERFORMING ARTS AND LEARNING CENTER

THIS OPERATING AGREEMENT (The "Operating Agreement") is entered into by and between PIMA COUNTY, a political subdivision of the State of Arizona (hereinafter "County"), and Community Performing Arts Center Foundation, Inc., an Arizona non-profit corporation (hereinafter "Operator").

#### RECITALS

- A. Pima County owns the land as depicted on Exhibit A, consisting of approximately 20 acres, portions of which are improved with the Facilities defined below and portions of which are currently undeveloped (collectively the "Site"). Both Pima County and Pima Community College own portions of the Facilities, which are located at 1250 West Continental Road, Green Valley, Arizona.
- B. The improvements consist of a community performing arts and learning center (the "Learning Center") owned by the College depicted in Exhibit B, a performing arts center (the "Arts Center") owned by the County depicted in Exhibit B, together with attendant furnishings and equipment, parking lots, driveway areas and related facilities, landscaping, and related improvements (collectively, the "Facilities"). Pima Community College and the County entered into an Operating and Management Agreement (CT 18\*42) dated September 19, 2017 for the Facilities which transferred primary responsibility for the day-to-day management, operation and maintenance as a single building complex to the County.
- C. County desires to have Operator manage, repair, maintain, develop and operate the Facilities for the educational, health, leisure, and recreational benefit of residents of Pima County.
- D. The County has the authority pursuant to A.R.S. § 11-932 to enter into agreements for the operation of recreational areas.

#### AGREEMENT

1. **Incorporation by Reference.** The parties hereby incorporate the foregoing recitals of this Operating Agreement as though fully set forth herein, agreeing that such recitals are material, true and correct.
2. **Management of Facilities and Site.** Operator agrees that it will, at its own expense, manage, repair, maintain, develop and operate the Facilities and Site under the terms and conditions set forth in this Operating Agreement.
3. **Term.** The Term of this Operating Agreement will commence on the date it is executed by both parties and will continue for five (5) years (the "Initial Term"), subject to earlier termination as provided in Section 4 of this Operating Agreement. The term of this Operating Agreement may be extended by written agreement of both parties for an additional five (5) years. Operator must give County 180 days advance written notification of its desire to extend the initial term of this

Operating Agreement. County may refuse to extend the initial term for any reason. The Initial Term and any renewal term are referred to herein as the "Term".

4. **Early Termination.** Either party may terminate this Operating Agreement, without cause, at any time with no less than one (1) year advance written notice to the other party.
5. **Operation of the Facilities and Site.**
  - 5.1. **Operator Responsibility.** The Operator may not contract with a third party to perform Operator's duties without County's prior written consent, which will be at County's sole discretion. County's consent to a third party contract will not relieve the Operator of any of its obligations, responsibilities, or liabilities hereunder, and the Operator agrees that it will be fully liable for, and hereby agrees to indemnify County from and against any liability, losses, or expenses suffered or incurred by County as a result of the Operator's contractor's operations at the Facilities or the Site.
  - 5.2. **Permitted Uses.** Subject to the other terms and provisions set forth in this Operating Agreement, the Operator agrees to develop, implement and maintain programs at the Facilities, and operate the Facilities continuously during the Term as a community recreational, educational and arts facilities for the benefit of the public, providing opportunities for community classes, theater, dance, and fine arts ("Permitted Uses"). The specific program plan will be subject to the review and approval of the County, which will not unreasonably withhold or condition such approval. The parties will meet regularly to assess the needs of the community and address the creation and implementation of programs designed to meet those needs.
  - 5.3. **Food and Beverage.** The Operator may sell light snacks and beverages in the performance arts lobby, but under no circumstances will any equipment or device that produces an open flame be allowed. County encourages the Operator to include healthy products in the food and beverages that are sold. All applicable regulations and laws will be complied with at Operator's expense. Alcoholic beverages may be served or sold in the performance arts lobby only if the necessary liquor license and insurance are both current. Operator may sell concession rights, provided that Operator charges a market rate for such rights. All revenues obtained by Operator from food and beverage sales or from a concession agreement must be reinvested by Operator into the operation of the Facilities. No principal or employee of Operator, and no family member of a principal or employee, may have an interest in the sale of food or beverage for the Facilities.
  - 5.4. **Advertising.** Operator may sell advertising space in the performance programs provided that such advertising does not interfere with the use of the Facilities for the Permitted Uses and complies with any County policies regarding advertising in County-owned facilities. Revenues from advertising must be used for the operation of the Facilities.
  - 5.5. **Smoking.** Smoking is not permitted in the Facilities and Site (including the parking lot) in accordance with Pima County Board of Supervisors Tobacco-Free Environment Policy C 3.18 as shown on Exhibit C. Operator will install and maintain signage, in both interior and exterior area of the Facilities, prohibiting smoking.

- 5.6. Site Development. The County at any time during the term of this Operating Agreement may develop the unimproved portion of the Site.
- 5.7. Laws. The Operator will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, standards, policies, and executive orders with respect to its operations at the Facilities.
- 5.8. Safety Precautions. Operator will prescribe and enforce safety precautions for participants, instructors, and others using or present in the Facilities. Operator will ensure that the users of the Facilities or Site are properly supervised at all times. Operator will be solely responsible for calling emergency personnel or treating any physical injury or medical condition that may arise on the Facilities or Site. Operator must have at least one (1) staff member who is trained in first aid and CPR procedures.

6. **Financial Matters**.

- 6.1. Use Fees; Revenues. Operator may charge reasonable use fees for the Facilities, in amounts approved from time to time by the County Administrator or designee, which approval will not be unreasonably withheld. All revenues derived from operation of the Facilities, including all revenues from concessions and advertising, will be used by Operator to fund programs and operations at the Facilities.
- 6.2. Financial Statements. Operator will, within ninety (90) days after the end of each fiscal year (June 30) during the Term, and within ninety (90) days after the end of the Term, provide County copies of reasonably itemized financial statements for the prior year (or stub period ending on the date the Term ends) showing actual expenses and revenues (including donations) at the Facilities, together with back-up documentation if requested. County may at any time inspect Operator's books and records, or may have them audited by a third party. If any material discrepancies are found as a result of County's audit, Operator will pay the cost of the third party audit.
- 6.3. "Operator's Net Revenues" means all of Operator's revenues, including donations (but excluding other donations received by Operator that are earmarked by the donor for a special or specific purpose other than operation or programming at the Facilities), less (i) Operator's reasonable and actual expenses in operating the Facilities, and (ii) reasonable operating reserves.
- 6.4. Operator Salaries. Because this Operating Agreement concerns the operation of public property for a public purpose the Operator agrees that any compensation paid by the Operator to its members, officers, employees, or any related entity, will be reasonable, not excessive, compensation. Members of Operator's board of directors, and corporate officers, will serve without compensation (though this will not preclude a director or officer from receiving compensation as an employee or independent contractor for specific services rendered in connection with operating the Facilities). County will have the right to inspect the Operator's records to verify the levels of compensation paid by the Operator. If County reasonably determines that such compensation is excessive, County may terminate this Agreement unless the Operator adjusts its compensation to reasonable levels within sixty

(60) days of receiving notice from County of its objection to the Operator's compensation levels.

7. **Employees of the Parties.** Neither the Operator, nor any of its directors, officers and employees, or persons or entities engaged by the Operator, will be considered as employees or agents of the County. Neither the County, nor its elected officials, officers, employees, or persons or entities engaged by the County, will be considered employees or agents of the Operator. Each party will independently bear all expenses necessary to satisfy its obligations under this Agreement, unless otherwise herein provided.
8. **Maintenance, Repairs and Utilities.**
  - 8.1. **Duty to Maintain.** Operator will maintain, repair and replace (to the extent necessary) the Facilities, including the interior and the roof and exterior walls of the Learning Center and Arts Center; all major building systems (including (HVAC) and similar mechanical systems); provide all equipment, janitorial supplies and annual maintenance of the wood floor of Room 105; maintain and repair the landscaping; maintain, repair and periodically restripe the driveways and parking areas; maintain, repair and replace of all theatre mechanical, lighting or sound equipment, and the theater stage and seats (including the property owned by the County, as listed on Exhibit \_\_\_); and provide all security services/systems.
  - 8.2. **Facilities Services.** Operator will directly obtain and perform all janitorial and custodial services and cleaning of the interior of the Facilities. Operator will install, maintain, repair, replace and support Operator's computer, phone and internet system and equipment. Operator will install, maintain, repair and replace all furniture, office and theatre equipment, fixtures, and art used or displayed at the Facilities.
  - 8.3. **Negligence & Vandalism.** Operator will pay for the cost of any repairs to the Facilities necessitated by the negligence or deliberate criminal actions of Operator, its contracted instructors, guests, agents, invitees, or employees or necessitated by vandalism by others.
  - 8.4. **Utilities.** Operator will contract for and provide all utilities to the Facilities, including water, wastewater, electrical, gas, water, sewer, telephone, internet, trash and/or recycling services, and any other utilities as required to operate the Facilities. Due to its 24/7/365 Central Plant Operations, County will retain the ability to monitor the Energy Management Controls System (EMCS). The Operator will be provided the ability to control the EMCS for the Facilities.
  - 8.5. **Capital Repair or Replacement.** Operator will pay the costs for landscaping repair, capital repair or replacement (e.g. new roof(s), HVAC equipment, etc.) and must inform Pima County Facilities Management Department prior to any capital expense in excess of \$15,000.
  - 8.6. **Damage from Casualty.** In the event the Facilities or any portion thereof is damaged by fire or other casualty, County may either repair the damage at its expense, restoring the Facilities to the condition that existed prior to the casualty, and this Agreement will remain in full force and effect; or, if the damage is material and makes the Facilities unsuitable for

its intended use, either party may terminate this Agreement, without further liability to the other.

9. **Licenses, Permits, Etc.** The Operator will procure and maintain each and every license, permit, certificate or other authorization, and any and all renewals, extensions and/or continuations thereof, necessary in order to operate the Facilities and programs offered there.
10. **County Inspection.** County reserves the right to enter the Facilities at any time without notice to perform County's obligations under this Operating Agreement or to inspect the condition of the Facilities and determine whether the Operator is acting in compliance with this Operating Agreement.
11. **Alterations and Improvements to Facilities/Right of Entry/Site Development.**
  - 11.1. **Consent Required:** Operator may not further improve the Site or make any improvements, alterations, additions, or changes to the Facilities (collectively the "Alterations") without obtaining prior written consent from:
    - 11.1.1. The Pima County Facilities Management Director or designee if the cost of the Alterations is less than \$15,000.00;
    - 11.1.2. The Pima County Administrator or his designee if the cost of the Alterations is between \$15,000.00 and \$250,000.00; and
    - 11.1.3. The Pima County Board of Supervisors if the cost of the Alterations is \$250,000.00 or more.
  - 11.2. **Plans and Specifications.** Operator will provide County with plans and specifications for any proposed Alterations, developed by an Arizona registered architect or engineer for county's review prior to initiating any work. County will have forty-five (45) business days after receipt of notice of intent to perform Alterations, together with the plans and specifications, to approve or reject the proposed Alterations. Failure of County to respond to the Notice of Alterations within forty-five (45) business days after receipt of the Notice of Alterations by County will be deemed approval.
  - 11.3. **Consent Withheld.** County will not unreasonably withhold consent to proposed Alterations; provided, however, it will be reasonable for County to withhold consent if the Alterations, in the County's judgment:
    - 11.3.1. Adversely affect the integrity of any structural, mechanical, or electrical system of any portion of the Facilities or affect the integrity of the Facilities or the Facilities features or its infrastructure;
    - 11.3.2. Result in County being required to perform any work that County could otherwise avoid or defer;

- 11.3.3. Result in an increase in the premiums for any hazard or liability insurance carried by County or result in an increased risk of liability or pose a safety hazard;
- 11.3.4. Result in an increase in the demand for utilities or services (including wastewater treatment).
- 11.4. No County Liability for Approval of Alterations. County's review of the plans and specifications will be solely for County's purposes and will not imply that County has reviewed the plans and specifications for quality, design, laws, compliance or other like matters. Accordingly, notwithstanding that any construction drawings are reviewed by any County architects, engineers, or consultants, County will have no liability whatsoever in connection therewith and will not be responsible for any omissions or errors contained in any construction drawings, and Operator's indemnity set forth in the Indemnification Clause of this Agreement will specifically apply to the construction drawings. County's review will be to determine that the proposed Alterations are consistent with the purposes of this Agreement.
12. **Security.** The Operator will be responsible for operating any alarm system and for locking or securing the Facilities and will use its best efforts to prevent any unlawful or unauthorized use thereof. Each portion of the Facilities will be locked and secured in order to prevent unsupervised use or entry into the Facilities when they are not open to the public. The Operator will contact law enforcement authorities when it appears necessary to protect the Facilities and any persons or property thereon, and it will assist in any resulting prosecution. Notwithstanding the above, Operator is not obligated to contract with or hire any third party security persons.
13. **Signs.** The Operator may affix and maintain on the interior or exterior of the Facilities such signs relating to services, rules and regulations, sponsorship or advertising ; however, Operator must first receive the advance written approval of County as to type, size, color, location, content, copy nature and display qualities. All signs utilized by the Operator on or about the Facilities, whether visible outside the Facilities or not, will at all times comply with the Pima County Code and will be constructed, erected, installed, maintained and repaired at the Operator's sole cost. Operator agrees that the County may install and maintain signage on the exterior and interior of the Facilities displaying the County seal and acknowledging the County's ownership of the Facilities.
14. **Trade Fixtures/Personal Property.** All trade fixtures and personal property currently owned by the Operator will remain the property of the Operator, and may be removed by the Operator not later than the date on which the term of this Agreement expires, or within a reasonable time after its earlier termination. Any damage resulting from such removal must be repaired immediately to the County's satisfaction by the Operator at its sole cost. Any furnishings not removed at the expiration or termination of the Lease will, at the election of County, become the property of County without payment to Operator, or be deemed abandoned and (if Operator did not have County's written permission to leave the furnishings) removed by County at Operator's expense. Trade fixtures and equipment installed in, affixed to the Facilities that are currently owned by the County including theatre, sound or lighting equipment will remain as part of the Facilities. Operator has no right to remove such fixtures from the Facilities during the Term unless Operator does so as part of an approved Alteration that involves the replacement of the removed fixtures.

## 15. Insurance

15.1. Policies Required. The Operator will at its expense, maintain the following insurance during the term of this Agreement:

15.1.1. *Commercial General Liability*. Coverage must be in an amount not less than \$1,000,000.00, for each occurrence to include bodily injury, broad form property damage, products and completed operations and blanket contractual liability.

15.1.2. *Commercial Business Automobile Liability*. Insurance coverage with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Operator's owned, hired, and non-owned vehicles used in the performance of this Contract.

15.1.3. *Commercial Property Insurance*.

a. *Property Premium Allocation*. To determine the value of the building, a building appraisal shall be done every 2 years or after a major renovation to determine the replacement value of the building and improvements. The appraisal report shall assess the building and provide the replacement values. The building's insurance premium will be based on the appraisal's percentage of replacement value.

b. *Commercial Property Insurance Procurement*. The County will procure Commercial Property Insurance for special extended perils (all risk) at full replacement cost of the property insured.

15.1.4. *Personal Property Insurance*. Operator will insure, at its own expense, its personal property currently owned or brought onto the Premises at full replacement cost.

15.1.5 *Workers' Compensation*. Insurance to cover obligations imposed by Arizona state statutes having jurisdiction of Operator's employees engaged in the performance of the work or services under this Agreement; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 policy limit. Policy will contain a waiver of subrogation against Pima County.

15.2. Injury Reports. By the 15<sup>th</sup> of each month, the Operator will provide to Pima County, Risk Management Department, 130 E. Congress, Tucson, Arizona 85701, with a copy to Facilities Management, whose address is provided in Section 20 below, a report listing any incident involving material injury to persons or damage to property occurring at the Facilities. If any such injury to persons requires emergency medical treatment, the Operator will contact County within one (1) business day of such incident. County will have the right to investigate any incident involving injury to persons or property occurring at the Facilities and the Operator will provide County with all information available to the Operator about such incident.

15.3. Insurance Certificates. The Operator will provide County with current certificates of insurance showing County as an additional insured where required. All certificates of

insurance must provide for guaranteed thirty (30) days written notice of cancellation, non-renewal or material change.

- 15.4. Waiver of Subrogation. Each party waives its claims and subrogation rights against the other for losses typically covered by property insurance coverage.
- 15.5 Changes to Insurance Requirements. County retains the right to reasonably increase the limits or types of coverage from time to time as determined in the best interests of County by Pima County Risk Management.
- 15.6 Insurers Requirements. Neither the Operator nor the County will violate or permit to be violated any of the conditions or provisions of their commercial property policy to include satisfactory compliance with appropriate fire codes. Both the Operator and the County will perform and satisfy the requirements of the companies writing such policies so that at all times companies of good standing shall be willing to write and continue such insurance.
- 15.7 Additional Insurance Requirements. The General Liability and Auto Liability policies and/or certificates of insurance will be endorsed to include the following additional insured language: "Pima County is an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Operator." The Operator's insurance will be primary insurance and non-contributory with respect to all other available sources. All certificates and endorsements are to be received and approved by the County. Each insurance policy must be in effect and remain in effect for the duration of this Operating Agreement. By signing the signature page of this Operating Agreement, the Operator agrees to this requirement and failure to meet this requirement will result in cancellation of this Operating Agreement.

**Indemnification**. To the fullest extent permitted by law, the Operator will defend, indemnify, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, losses, damage, cost and expense, including but not limited to reasonable attorney's fees and/or litigation expenses, arising out of or resulting from the conduct or management of the Facilities, or any accident, injury, damage, or violation of law whatsoever occurring in or at the Facilities allegedly caused by any act or omission of the Operator or anyone directly or indirectly employed by it, its agents, representatives, contractors, subcontractors, licensees, or anyone for whose acts it may be liable, unless and to the extent caused in part by the negligent act or omission of County or any of its officers, agents, or employees. To the fullest extent permitted by law, the Operator will also indemnify County against any claim, liability, damage, cost, or expense arising out of the release of any hazardous substance, hazardous waste, hazardous materials, or petroleum products or by products on, from or under the Facilities during the term of this Agreement. Survival. The terms of this Section 16 will survive the termination of this Agreement.

16. **Non-Discrimination**. The Operator agrees that during the performance of this Operating Agreement, the Operator 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. The Operator will comply with the provisions of Arizona Executive Order 75-5, as

amended by Executive Order 99-4 and 2009-09 issued by the Governor of the State of Arizona, which is incorporated into this Agreement as if set forth in full herein.

**17. Environmental Responsibility.**

17.1. Hazardous Materials Prohibited; Clean Air Act. Operator will not cause or grant permission for any Hazardous Material to be brought upon, kept, or used in or about the Site by Operator, its agents, employees, contractors or invitees, without the prior written consent of County, other than such reasonable quantities of Hazardous Materials which are necessary or useful to Operator's business and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Materials. Operator's operations on the Site will comply with all applicable federal, state, and local environmental laws and regulations including applicable provisions of the Clean Air Act, 42 U.S.C. 7401 et seq. and Arizona Revised Statutes, Title 49, Chapter 3 Indemnity. If Operator breaches the obligations stated in the preceding paragraph and such breach results in contamination of the Site or soil or ground water with Hazardous Materials then, except to the extent caused by County, its agents, employees, or contractors, Operator will indemnify, protect, defend and hold County harmless from any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities or losses (including, without limitation, diminution in value of the Facilities or any part thereof, damages for the loss or restriction on use of usable space or of any amenity of the Site or any part thereof, damages arising from any adverse impact on marketing of space with respect to the Site or any part thereof, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arose or arises during or after the term of this Agreement as a result of such contamination. The foregoing obligation of Operator to indemnify, protect, defend and hold County harmless includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal, restoration or other response work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present as a result of a breach of this Section 18 by Operator.

17.2. Clean-Up. Without limiting the foregoing, if the presence of any Hazardous Material on or in the Site, or the soil or ground water under or adjacent to the Site caused or permitted by Operator, or its agents, employees, contractors or invitees results in any suspected contamination of the Site, the soil or ground water under or adjacent to the Site, Operator will promptly notify County in writing and take all actions at its sole expense as are necessary to return the Site, or such soil or ground water to the condition existing prior to the introduction of any such Hazardous Material to the Site, or to such soil or ground water; provided that County's approval of such actions must first be obtained, which approval will not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Site. In effecting such a cleanup, Operator will comply with all federal, state, and local laws and regulations. Operator will provide County with copies of all reports, investigative data, and correspondence associated with the clean-up activities. County must be adequately informed of and have the option of attending all meetings with regulatory agencies.

17.3. Pre-Existing Contamination; Contamination by County. County agrees that Operator will not be liable for any contamination of the Site (except to the extent that such contamination

is actually caused or aggravated by any action of Operator) that occurs prior to this Operating Agreement being executed by both parties, or that originates outside the Site during the Term of this Operating Agreement. Operator will take all actions at its sole expense as are necessary to return the Site to the condition existing prior to its breach of the foregoing sentence in the event of any Hazardous Materials contamination to the Site caused by Operator, its agents or employees, during the Term of this Agreement.

17.4. Notices Regarding Environmental Conditions. County and Operator will, within ten (10) business days following either party's receipt thereof, provide the other party with a copy of (i) any notice from any local, state or federal governmental authority of any violation or administrative or judicial order or complaint having been filed or about to be filed in connection with the Site alleging any violation of any local, state or federal environmental law or regulation or requiring either County or Operator to take any action with respect to any release on or in the Site or the soil or ground water under or adjacent to the Site of Hazardous Material, or (ii) any notices from a federal, state or local governmental agency or private party alleging that either County or Operator may be liable or responsible for cleanup, remedial, removal, restoration or other response costs in connection with Hazardous Material on or in the Site or the soil or ground water under or adjacent to the Site or any damages caused by such release.

17.5. Hazardous Material. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Arizona or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) petroleum or petroleum products; or (ii) defined as a Hazardous Material under A.R.S. § 26-301(8).

17.6. Sustainability Plan. Operator will prepare and implement an integrated waste management plan to re-use, recycle, and/or compost any consumable materials utilized in the performance of this Agreement, and will submit the plan for County review at least annually.

## 18. Default and Remedies.

18.1. Notice & Cure. In the event either party fails to perform any material term or condition of this Agreement when due, then before an event of default will allow the non-defaulting party to exercise its remedies, the following must take place: the non-defaulting party must give the defaulting party written notice of the default, and thereafter the defaulting party will have thirty (30) calendar days to cure the default if it is a non-monetary default, and ten (10) days to cure a monetary default. In the event the default is not cured within the applicable time limit, then the non-defaulting party may pursue all rights and remedies under this Operating Agreement at law or in equity, including, without limitation, terminating this Operating Agreement. Notwithstanding the above, upon the occurrence of a third default by Operator within any twelve month period, the County may immediately exercise its remedies, including termination of this Operating Agreement, without a cure period.

18.2. Suspension of Operations. In addition to the above, upon the occurrence of any of the following events County may at County's option order Operator to immediately suspend operations at the Facilities until the matter is cured or addressed to the County's reasonable satisfaction, or the Agreement is terminated:

18.2.1. failure of the Operator to carry the required insurance;

18.2.2. failure of the Operator to provide financial statements in a timely manner;

18.2.3. loss by the Operator of its tax-exempt status or an action by the IRS challenging that status;

18.2.4. violation of any law by the Operator, or any unlawful activities carried out on the Facilities;

18.2.5. any action or omission by Operator that, in the County's sole judgment, causes a threat to the health or safety of the general public or the users of the Facilities;

18.2.6. the Operator creates or permits any waste or nuisance on the Facilities;

18.2.7. failure by Operator to conduct the Permitted Uses on the Facilities for any consecutive period of thirty (30) days or more.

18.3. Rights & Remedies. No right or remedy conferred or reserved is intended to be exclusive of any other right or remedy, and each will be cumulative and in addition to any other right or remedy conferred or reserved in this Agreement.

**19. General Provisions.**

19.1. Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511 regarding the cancellation of contracts involving conflict of interest.

19.2. Venue. This Operating Agreement will be construed in accordance with the laws of the State of Arizona and venue for resolution of any dispute arising under this Agreement must be Pima County, Arizona.

19.3. Severability. If any term, covenant, condition or provision of this Operating Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof will remain in full force and effect, and will in no way be impaired or invalidated.

19.4. Headings. The various headings and numbers herein and the groupings of the provisions of this Operating Agreement into separate articles and paragraphs are for the purpose of convenience only, and will not be considered or construed otherwise.

19.5. Entire Operating Agreement; Amendments. This Operating Agreement, together with all exhibits, schedules and addenda attached hereto, sets forth the entirety of all covenants, promises, conditions and undertakings, either oral or written, between the County and the Operator with respect to the subject matter hereof. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Operating Agreement will

be binding upon the County or the Operator unless reduced to writing and signed by both parties.

- 19.6. Assignment. Operator will not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Operating Agreement without the prior written approval of the Pima County Board of Supervisors.
- 19.7. Liens and Encumbrances. Operator will keep the Facilities free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Operator.
- 19.8. Waiver. No covenant, term or condition of this Operating Agreement can be waived except by a writing signed by the party against whom such waiver is sought, and the forbearance or indulgence by a party in any regard whatsoever will not constitute a waiver of any provision.
- 19.9. Compliance with ADA. Operator 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, at any time Operator remodels, renovates, or conducts alterations of the Facilities. County reserves the right but not the obligation to enter onto the Facilities to make improvements, at Pima County's cost, to provide reasonable ADA accommodations.
- 19.10. Non-Discrimination in Employment. Operator 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 Operator's duties pursuant to this Operating Agreement. Operator will comply with the provisions of Arizona Executive Orders 75-5, as amended by Executive Order 99-4, which are incorporated into this Operating Agreement by reference as if set forth in full herein.
- 19.11. Non-Appropriation. Notwithstanding any other provision in this Operating Agreement, if there are not sufficient appropriated and available monies for the purpose of maintaining County's obligations under this Operating Agreement, County will have no further obligation to Operator; provided, however, Operator may continue to occupy the Facilities if Operator performs all of Operator's obligations under this Operating Agreement.
20. **Notices**. All notices, demands or other similar communications required or permitted to be given hereunder must be in writing and must be served upon the other party by either (i) personal delivery to the party to whom such notice is addressed (including by any messenger or courier service) or (ii) by first class registered or certified U.S. mail, postage prepaid, with return receipt requested, addressed to the respective parties as follows:

To the County:                      Clerk of the Board of Supervisors  
   Pima County  
   130 West Congress Street, Fifth Floor  
   Tucson, Arizona 85701

With a copy to:                      Pima County Facilities Management Director  
   150 West Congress, 3<sup>rd</sup> Floor  
   Tucson, Arizona 85701

To the Operator:           Community Performing Arts Center Foundation  
  1250 W. Continental Road  
  Green Valley, AZ 85622

Or to such other address as any party notifies the other party of by advance writing, delivered in accordance with the above procedure. Such notices or communications will be deemed effective, if by personal delivery, on the date of such delivery, against receipt therefore (or upon refusal of acceptance), or if by first class mail, three (3) days after the date so mailed.

21. **Force Majeure.** If either party hereto will be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor trouble, civil disorder, inability to procure materials, restrictive governmental laws or regulations or other unforeseen circumstances without fault and beyond the control of party obligated, performance of such act will be executed for the period of delay and then for a period of time reasonably necessary to perform the act.
22. **Solar Equipment.** Operator will pay all costs associated with the County's solar contract for the installation, operation, repair or replacement of solar equipment if installed on the Facilities during the term of this Operating Agreement.

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

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the day and year fully executed below.

PIMA COUNTY BOARD OF SUPERVISORS

COMMUNITY PERFORMING ARTS CENTER  
FOUNDATION, INC. an Arizona non-profit  
corporation

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Chris Ashcraft, Executive Director

ATTEST:  
  
\_\_\_\_\_  
Clerk of the Board of Supervisors  
Date: \_\_\_\_\_

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

APPROVED AS TO CONTENT:  
  
\_\_\_\_\_  
Lisa Josker, Director  
Facilities Management Department  
Date: \_\_\_\_\_

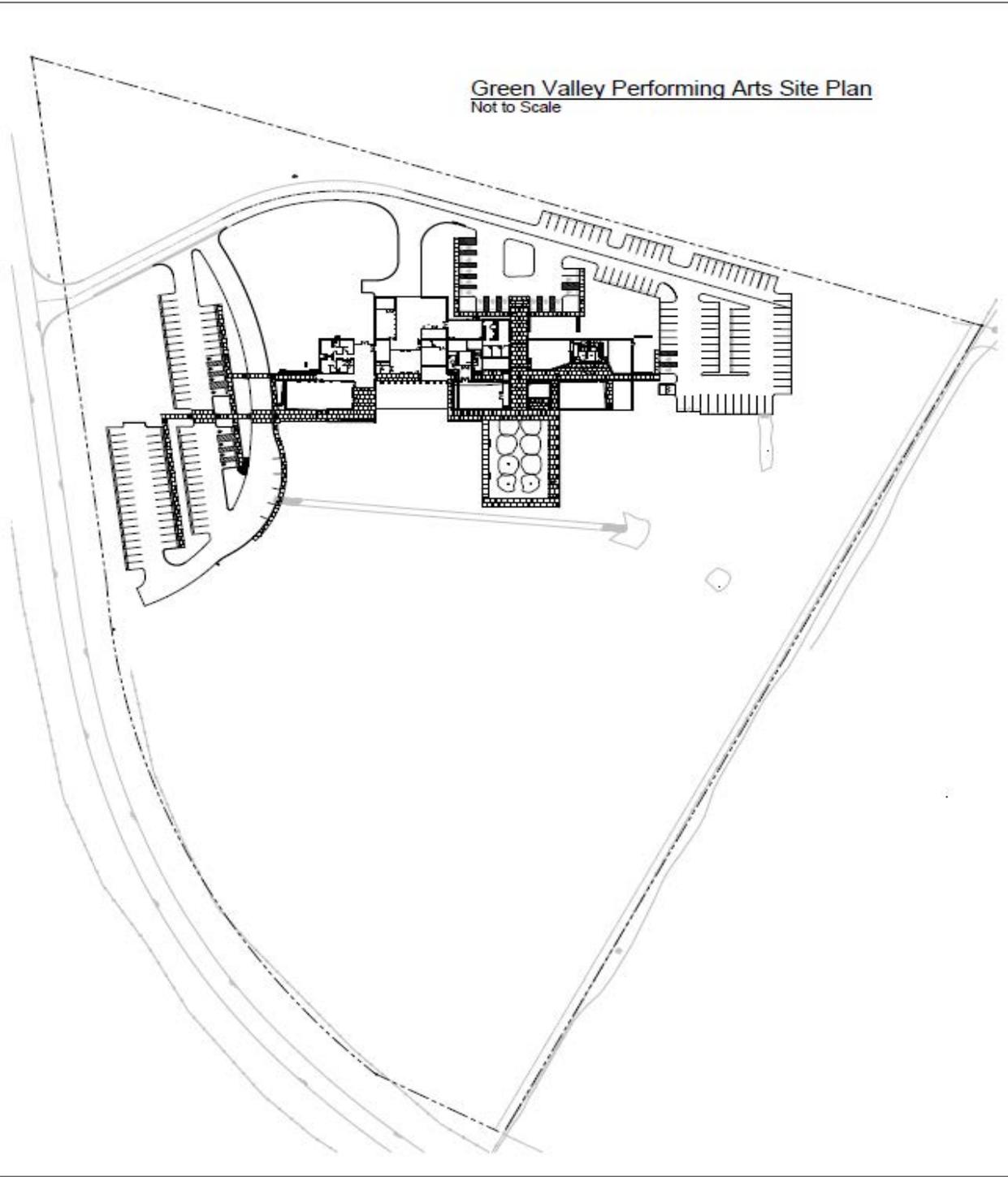
APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Regina L. Nassen  
Civil Deputy County Attorney  
Date: \_\_\_\_\_

EXHIBITS:

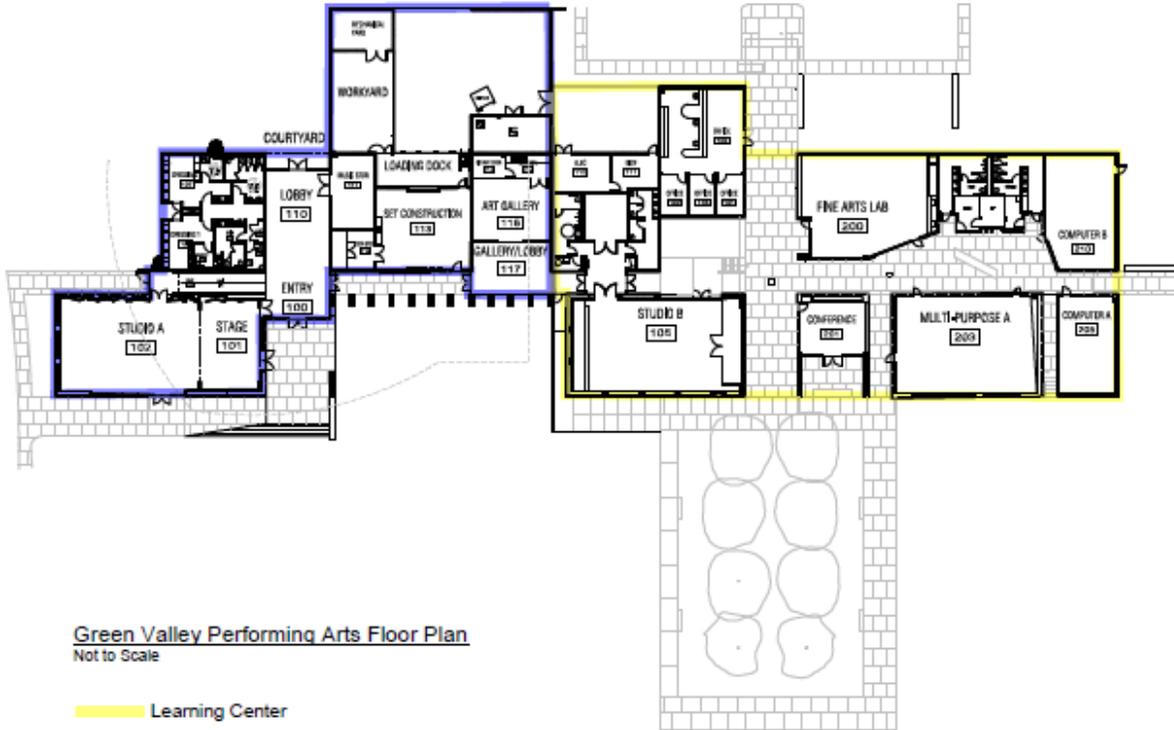
- A – Site Map
- B – Facilities
- C – Board of Supervisors Tobacco-Free Policy C 3.18 Facilities Maintenance Costs
- [D – Theatre, lighting and sound equipment owned by the County](#)

**EXHIBIT A**

**Site plan Entire owned site**



**EXHIBIT B**



**Green Valley Performing Arts Floor Plan**  
Not to Scale

-  Learning Center
-  Arts Center

EXHIBIT C



**PIMA COUNTY, ARIZONA  
BOARD OF SUPERVISORS POLICY**

<b><u>Subject:</u></b> <b>Tobacco-Free Environment</b>	<b>Policy Number</b>	<b>Page</b>
	C 3.18	1 of 2

**Purpose:**

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

**Background:**

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

**Policy:**

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

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

**Definitions:**

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

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



**PIMA COUNTY, ARIZONA  
BOARD OF SUPERVISORS POLICY**

<b><u>Subject:</u> Tobacco-Free Environment</b>	<b>Policy Number</b>	<b>Page</b>
	C 3.18	2 of 2

**Compliance:**

County personnel are responsible for compliance with the policy.

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

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

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

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

References:

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

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

EXHIBIT D

DRAFT