



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 10/15/2024
or Procurement Director Award: ☐

**=Mandatory, information must be provided*

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

Friends of Robles Ranch, Inc.

***Project Title/Description:**

Lease Agreement for newly-built Building located at 16150 W. Ajo Highway, Tucson AZ 85735 (Robles Ranch Community Center)

***Purpose:**

Friends of Robles Ranch, Inc. is a non-profit corporation which distributes clothing, nutritional assistance, and a food pantry program at low cost to members of the general public needing such assistance. County has a newly-built facility, which replaces the existing Robles Ranch Community Center building, which is slated to be demolished. The new facility is located 16150 W. Ajo Hwy, Tucson, AZ. and Friends of Robles Ranch, Inc. wishes to lease, for a one-year term, for no rent in exchange for services provided. County and Friends of Robles Ranch, Inc. may, by written agreement, extend the term of the Lease for up to four one-year periods. Notice of the proposed Lease was advertised as required by law.

***Procurement Method:**

Exempt Per Section 11.04.020.

***Program Goals/Predicted Outcomes:**

To provide a new facility to house the Robles Ranch Community Center, to Friends of Robles Ranch, Inc. to facilitate its food and clothing distribution programs to needy residents of Pima County.

***Public Benefit:**

The Lease will provide Friends of Robles Ranch, Inc. a new facility, which is safe and secure, to distribute clothing and nutritional assistance to general public in need of assistance.

***Metrics Available to Measure Performance:**

Improved access to clothing and food for vulnerable members of the public.

***Retroactive:**

No

To: COB, 9-11-2024 (1)
Vers: 0
Pg 5: 32

SEP10'24PM0453 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: SC Department Code: FM Contract Number: (i.e.,15-123): SC2400002278

Commencement Date: 10/15/2024 Termination Date: 10/14/2025 Prior Contract Number (Synergen/CMS): N/A

☐ Expense Amount \$: 0* ☐ Revenue Amount \$: 0

*Funding Source(s) required: No Revenue / No Expense

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

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

Were Insurance or Indemnity Clauses modified? ☐ Yes ☒ No If Yes attach Risk's approval

Vendor is using a Social Security Number? ☐ Yes ☒ No If Yes, attach the required form per Administrative Procedure 22-10

Amendment / Revised Award Information

Document Type: Department Code: Contract Number:

Amendment Number: AMS Version:

Commencement Date: New Termination Date: Prior Contract Number.(Synergen/CMS):

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$

Is there revenue included? ☐ Yes ☐ No If Yes \$:

*Funding Source(s) required:

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

Grant / Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):

Commencement Date: Termination Date: Amendment Number:

☐ Match Amount: \$ ☐ Revenue Amount: \$

*All Funding Source(s) required:

*Matching Funding from General Fund? ☐ Yes ☐ No If Yes, \$ %

*Matching Funding from Other Sources? ☐ Yes ☐ No If Yes, \$ %

*Funding Source:

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

Contact: Kevin Button Telephone: 520-724-8230

Department: Facilities Management

Department Director Signature: Date: 9.5.2024

Deputy County Administrator Signature: Date: 9-10-2024

County Administrator Signature: Date: 9/10/2024

Pima County Department of Facilities Management

Project: Lease Agreement for newly-built Building located at 16150 W. Ajo Highway, Tucson AZ 85735 (Robles Ranch Community Center)

Contractor: FRIENDS OF ROBLES RANCH, INC

Amount: \$0.00

Contract No.: SC2400002278

LEASE AGREEMENT

This Lease Agreement ("**Lease**") is entered into by and between PIMA COUNTY, a political subdivision of the State of Arizona ("**Landlord**" or "**County**"), and FRIENDS OF ROBLES RANCH, INC, an Arizona nonprofit corporation ("**Tenant**" or "**Friends**"). Each individually a "Party" and collectively the "Parties."

1. Background and Purpose.

- 1.1. County owns a building (the "**Building**") located at 16150 W Ajo Hwy, Tucson AZ 85735. The Building has, associated with it, certain interior and exterior areas for the common use of all occupants of the Building, including (but not limited to) streets, sidewalks, canopies, driveways, entryways, lobbies, stairways, hallways, washrooms, landscaped areas and related common areas (the "**Common Areas**"). Building and Common Areas are situated on Tax Parcel #208-64-013B and shown on **Exhibit A**.
- 1.2. Tenant operates a non-profit corporation organized under the laws of the State of Arizona for the purpose of providing household goods, clothing assistance, and food pantry items to Pima County residents. Tenant is exempt from payment of federal income tax under Section 501(c)(3) of the Internal Revenue Code.
- 1.3. County desires to lease to Tenant, and Tenant desires to lease from County.

2. Lease/Premises.

- 2.1. **Lease.** In consideration of the foregoing, which are incorporated herein, and in further consideration of the valuable social services to be provided by Tenant, the County hereby lets to Tenant and Tenant hereby leases from County, the Building located at 16150 W Ajo Hwy, Tucson AZ 85735 and identified on the attached **Exhibit B**, consisting of approximately 3,490 rentable square feet (the "**Premises**"). In addition, Tenant will have the right to use the Common Areas on a non-exclusive

basis together with other occupants of the Building. Tenant's employees will have the right to utilize the parking lot, shown in **Exhibit C** on a non-exclusive and non-reserved basis.

- 2.2. Termination of Previous Lease.** Upon execution of this Lease, the previous Lease, known internally to the County as CTN-PW-21-0050 and subsequently CTN-RPS-22-072, becomes null and void. This Lease is intended to replace the previous Lease in its entirety.
3. **Term.** The initial term of this Lease will be for a period of one year (the “**Initial Term**”) beginning on October 15, 2024 (the “**Commencement Date**”) and ending on October 14, 2025 (the “**Termination Date**”).
4. **Option to Extend.** If Tenant is not in default under the Lease, Tenant may extend the Initial Term of the Lease for up to four additional 1-year periods (each, an “**Extension Term**”), by providing written notice to the County of Tenant’s desire to exercise option to extend, not more than one year nor less than 4 months prior to end of the Initial Term or the prior Extension Term, as applicable. “Term” means the Initial Term and any Extension Term(s) exercised by Tenant.
- 4.1. If Tenant properly exercises its option to extend the Term, County will prepare an amendment (the “**Amendment**”) to reflect any mutually agreed upon changes in the Base Rent, Term, Expiration Date and other appropriate terms and conditions, and Tenant will execute and return the Amendment to County within fifteen (15) days after Tenant’s receipt of Amendment. If no changes are mutually agreed upon, the terms and conditions of the Lease, except for the ending date of the Term, will remain the same during all Extension Terms.
5. **Condition of the Premises.** Tenant hereby agrees to accept the Premises in its “as is” condition during the Initial Term and any Extension Term. County has no obligation to make any improvements, alterations or modifications to the Premises, nor will County provide Tenant with any improvement allowances or other allowances or payments. Tenant will maintain the Premises at all times in a good, clean, safe and sanitary condition, at its sole cost and expense, upon the expiration or earlier termination of this Lease, in a condition at least as good as when Tenant first took possession, reasonable wear and tear excepted.
6. **Rent.** In consideration of the valuable social services that Tenant is to provide to the residents of Pima County pursuant to this Lease. Tenant will pay no rent to County during the Term of this Lease.

7. **Utilities.** With the exception of phone and Internet services, the cost of all utility service to the Premises, including electricity, gas, water and sewer will be paid for by the County. Notwithstanding the foregoing, at the request of Tenant and with the approval of County, County may provide trash disposal and recycling service if trash and recycling generated on site is properly deposited in on-site containers at no cost to the Tenant.
8. **Non-Profit Status.** Tenant shall at all times during any term of this Lease be a non-profit organization exempt from taxation under Section 501 (c)(3) of the United States Internal Revenue Code (26 USC§ 501(c)(3)). On each anniversary date, Tenant shall provide to County a certificate of good standing from the Arizona Corporation Commission as an Arizona non-profit Corporation. Tenant will provide County a copy of Tenant's letter of exemption from the United States Internal Revenue Service granting Tenant such tax-exempt status and any analogous ruling from the Arizona Department of Revenue. Tenant will notify County in writing and provide County with a copy of any ruling or inquiry from any government member, officer, employee, or any related entity serving in a similar manner. Because this Lease is a lease of public land for a public purpose to a non-profit entity, Tenant agrees that any compensation paid by Tenant to its members, officers, employees, or any related entity, must be reasonable, not excessive compensation for a non-profit entity. County has the right to inspect Tenant's records to verify the levels of compensation paid by Tenant. If County reasonably determines that such compensation is excessive, County may terminate this Lease unless Tenant adjusts its compensation to reasonable levels.
9. **Tenant Improvements.** Should Tenant wish to make Tenant improvements to the Premises, Tenant may, at Tenant's expense, improve the Premises as explained below. These Tenant improvements will be referred to as ("**Improvements**" or "**TIs**") and must adhere to guidelines and regulations outlined in Title 34 - Public Buildings and Improvements.
 - 9.1. **Plans.** Tenant will, at Tenant's expense, develop plans and specifications necessary for permitting and constructing the Improvements (the "**Plans**"), and with County's previous written approval, may award a contract for construction of the Improvements. The Plans will be reviewed and approved by County. Any changes to the Plans during construction will be submitted to County for its review and approval, which will not be unreasonably withheld.
 - 9.2. **Construction.** Tenant may construct, or cause to be constructed, the Improvements in a good and workmanlike manner, according to the Plans.
 - 9.3. **Ownership of Improvements.** Once approved by County in writing, all Improvements constructed or installed by Tenant on the Premises pursuant to this Section 8, become the property of County once built.

10. **Permitted Use.** Tenant will provide household goods and clothing assistance for the benefit of members of the general public through the collection and sale of household goods and clothing at low cost to residents or Pima County who need such assistance (the "**Permitted Use**"). Additionally, Tenant will operate the Robles Ranch Food Pantry Program out of the designated space within the new Building. Tenant will use the Premises solely for the Permitted Use and will conduct the Permitted Use for the Term of this Lease.
11. **Prohibited Uses.** Tenant will not use or knowingly permit any portion of the Premises to be used in any way that would constitute a violation of any law, ordinance (including zoning), or governmental regulation or order, or that would constitute a nuisance or waste or would interfere with neighboring properties.
12. **Licensure/Permits.** Tenant will apply for and obtain any license, registration or permit which will be required during the Term of this Agreement by the State of Arizona or any other governmental or regulatory authority and will maintain such license, registration or permit in good standing throughout the Term of this Agreement. Tenant will immediately notify County in writing if the license, registration or permit is denied or terminated. In the event of such denial or termination County may, in its sole discretion, terminate this Agreement with no further obligation to Tenant.
13. **Common Areas.** The Common Areas will at all times be subject to the control and management of County and County will have the right from time to time to change the area, level, location, appearance and furnishing or landscaping of the Common Areas provided that such activity does not materially interfere with Tenant's operations. County will have the right at any time to temporarily close any portion of the Common Areas for the purpose of making repairs, changes or additions thereto and County may enter into agreements with adjacent owners for cross-easements for parking, ingress or egress.
14. **Hours of Operation.** Tenant is authorized to receive donations at the Premises only when the facility is staffed and only during open hours which are currently on Wednesdays from 12:00pm to 5pm and Saturdays from 9am to 1pm and by appointment. Additional or modified collection days/hours may be approved by Pima County Director of Facilities Management or their designee. Tenant agrees to educate donors and potential donors that donations may not be dropped off at the unattended Premises but must be accepted by Tenant staff during scheduled operating hours.
15. **Restrictions on Donated Items.** For handling and safety reasons, Tenant will not accept for donation at the Premises and item identified as "Prohibited" by government regulation, items include, but are not limited to, air conditioning units, box springs, futons, mattresses, sleep number beds, water beds, cribs, bowling balls, broken items, wet items,

built-in appliances (includes portable dishwashers), carpets, chemicals, paint, strollers, car seats, construction materials, couches w/ built in beds or recliners, propane tanks, oxygen tanks, diver tanks, encyclopedias, magazines, newspapers, fish tanks, flammable items, hot tubs, spas, office cubicles, organs, pianos, plumbing fixtures, tires, tire Rims, TV'S (old box style including analog and CRT), weight sets, window blinds, and window rods.

16. **Storage.** Tenant is required to store all donated items within Premises or at an appropriate off-site location. Tenant is not permitted to store donated items on-site outside of the Building and agrees that items temporarily placed outside will be removed to off-site storage as soon as feasible, but in no cases will the time exceed 24 hours. Tenant is encouraged to hold frequent community outreach events to liquidate donated items in inventory.
17. **Food Pantry Operations.** Tenant agrees to properly staff the Food Bank program and to comply with all Community Food Bank rules and regulations.
18. **Operator Contract.** Tenant may not contract with a third party to conduct Permitted Use without County prior written consent. Should County agree to a third party contract, no officer, director, or employee of Tenant may receive pecuniary benefit from such contract directly or indirectly. Such a contract will not relieve Tenant of any of its obligations, responsibilities, or liabilities hereunder, and Tenant is fully liable for, and hereby indemnifies County from and against any liability, losses, or expenses suffered or incurred by County as a result of Tenant's contractor's operations on the Premises. Tenant's contractors must be bound by all provisions of this Lease, including limits on compensation in Section 7 above.
19. **Expense of Tenant.** Tenant will conduct all of the Permitted Use at the Premises at its own expense and without contribution from County. Tenant will not suggest, state or imply that County will participate, guarantee or otherwise assist in any financial obligation undertaken by Tenant with respect to Tenant's operations on the Premises.
20. **Compliance with Laws.** Tenant will comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, standards, policies, and executive orders with respect to its operations on the Premises.
20. **Alcohol Prohibited.** Possession, consumption, distribution or sale of alcoholic beverages is not permitted on the Premises. No exceptions will be permitted.
21. **Background Checks.** Given the location of the Premises and adjacent to a public community center with children's programs, County may require Tenant's employees and volunteers to be fingerprinted and background checked in accordance with applicable policies.

22. **Expulsion of a Member of the Public.** When the Premises are open, Tenant will provide suitable staffing. Members of the public will not be excluded from the Premises unless they are in material violation of Tenant's or County's rules with respect to use of the Premises. Tenant's rules must be reasonable, approved in advance by County, and posted in a prominent place or places on the Premises. In the event that Tenant excludes a member of the public from the Premises. Tenant will first give that individual (the "**Excluded Person**") written notice of the reasons for the Tenant's decision to exclude that person. Tenant will also submit a written report to County detailing the reasons for exclusion and describing Tenant's interaction with the Excluded Person. Tenant will, in its written notice, inform the Excluded Person that the Excluded Person has the right to appeal Tenant's decision to the Director of the Pima County Facilities Management (the "**Director**") or their designee. Tenant will instruct the Excluded Person to submit the Excluded Person's appeal in writing to the Director or the Director's designee at the address given in this Lease for notices. If the Excluded Person exercises the right to appeal, the Director or the Director's designee will review Tenant's decision and may reverse it if the Director or the Director's designee finds that Tenant has acted in an arbitrary or capricious matter. Tenant is bound by this decision. Notwithstanding the requirement for written notice, Tenant may cause a person to be removed from the Premises for violation of law, breach of the peace or other serious infraction of a rule. Nothing in this section prohibits Tenant from contacting local law enforcement to preserve the peace.
23. **Repair and Maintenance.**
- 23.1. **Repairs and Maintenance.** Subject to Section 47 of this Lease concerning damage resulting from a casualty, County will be responsible for repair and maintenance of the Premises and Common Areas, including making any necessary repairs, maintenance or replacements in and to the Premises and all improvements thereon. County will not be responsible to pay for any such repairs or replacements that become necessary by reason of Tenant's, or its agent's contractor's employee's, invitee's or visitor's negligence, acts or omissions.
- 23.2. **Parking Lot.** County will maintain and repair the parking lot, parking lot lighting.
- 23.3. **Notification to County.** In the event of a breakdown or needed repairs to the Premises or equipment associated therewith, Tenant will notify County or its agent of such breakdowns or needed repairs by emailing FM-TenantRequest@Pima.gov and County will, in a timely manner, cause repairs and/or replacements to be made.
- 23.4. **Tenant Damage.** Tenant will promptly repair any damage done to the Premises by any employee, agent, contractor or invitee of Tenant.

- 23.5. **Furniture, Fixtures and Equipment.** County has installed certain furniture, fixtures, and equipment (“FF&E”). Tenant may use any and all County installed FF&E present within the Premises as of the Commencement Date. Tenant will be responsible for maintenance and repair of all FF&E provided and installed by the County. Any FF&E owned, paid for, and installed in the Premises by Tenant, including but not limited to security cameras, office equipment, kitchen appliances, conference room appliances and other equipment, which may include vending services equipment, will remain the property of the Tenant, and be maintained and repaired by the Tenant and may be removed at any time during the Term provided Tenant restores the Premises to its condition prior to the installation. Upon expiration or early termination of the Lease, with County’s advance approval, Tenant may leave said items in place and they will become the property of the County.
- 23.6. **Janitorial.** Tenant will maintain the Premises at all times in a good, clean, safe and sanitary condition, at its sole cost and expense.
- 23.7. **Landscaping.** County is responsible for providing and paying for landscaping services to the Premises.
- 23.8. **Pest Control.** County is responsible for providing and paying for termite and pest control services to the Premises.
- 23.9. **Security.** Tenant is responsible for securing the Premises and preventing any unlawful or unauthorized use thereof. When the Premises are not open to the public, the Premises will be secured in order to prevent unsupervised use or entry into the Premises. Tenant will contact law enforcement authorities when it appears necessary to protect the Premises and any persons or property thereon, and Tenant will assist in any resulting prosecution.
- 23.10. **Fire Safety Systems.** County will, at all times have access to any and all Fire Risers and all related fire safety infrastructure and will be responsible to maintain all fire safety systems.
24. Access / Keys.
- 24.1. **Hours of Access.** Tenant will have access to the Premises twenty-four (24) hours a day, seven (7) days per week, three hundred sixty-five days (365) days per year. County will utilize its own access technology to secure the Premises.
- 24.2. **Keys.** Keys/Key Cards for the Premises will be provided by County to designated Tenant staff. Tenant will pay to County a standard charge (\$100.00) for any key that

is lost, stolen or damaged and must be replaced by County.

- 24.3. **County Access to the Premises.** Tenant will permit County and County's authorized representatives to enter the Premises, with reasonable prior notice for purposes of inspection, making any repairs and performing any work therein as may be necessary for County to comply with its obligations under this Lease Agreement. County, in the performance of any such work, will cause as little inconvenience, annoyance, disturbance, or damage to Tenant as is reasonably possible under the circumstances, but without being required to incur additional expenses. If necessary, during emergencies, County may access the Premises at any time should County be required to respond to any emergency situation at the Premises. If necessary, Tenant will provide access and/or keys to first responders.
25. **Insurance.** During the Term of this Lease, Tenant will at its sole expense maintain in full force and effect the following:
- 25.1. **Commercial General Liability (CGL).** Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.
- 25.2. **Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.
- 25.3. **Workers' Compensation (WC) and Employers' Liability.** Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.
- 25.4. **Additional Insured.** The General Liability and Business Automobile Liability Policies will each be endorsed to include County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Tenant.
- 25.5. **Subrogation.** The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Tenant.

- 25.6. **Primary Insurance.** The Tenant 's policies will stipulate that the insurance afforded the Tenant will be primary and that any insurance carried by County, its agents, officials, or employees will be excess and not contributory insurance unless County has failed to meet its responsibilities pursuant to this agreement.
- 25.7. **Approval and Modifications.** Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.
26. **County's Insurance.** County will obtain and maintain fire and other property insurance for the Building, and may self-insure for such losses.
27. **Alterations/Modifications.** Tenant will not make, or cause to be made, any structural modifications ("**Alterations**") to the Premises without prior written approval of County.
- 27.1. **Quality.** All County-approved Alterations will be carried out by Tenant using licensed contractors and subcontractors in good standing with the Arizona Registrar of Contractors and reasonably acceptable to County. Alterations shall be constructed in a good and workmanlike manner using materials of a quality that is at least equal to the quality approved by County and in compliance with any County-approved Plans. Tenant shall assure that the Alterations comply with all insurance requirements and all applicable laws. County's approval of Alterations will not be a representation by County that the Alterations comply with applicable laws or will be adequate for Tenant's use.
- 27.2. **Liens.** Tenant will timely pay all contractors, subcontractors, mechanics, laborers, or materialmen providing materials or services with respect to the Alterations, and will not permit any lien to attach to the Premises or any interest therein, or will bond or insure over the lien, or discharge the lien, and will indemnify and defend County against all legal costs and charges resulting from any such lien. If Tenant fails to discharge the lien, then, in addition to any other right or remedy of County, County may bond or insure over the lien or otherwise discharge the lien. Tenant shall reimburse County for any amount paid by County to bond or insure over the lien or discharge the lien, including, without limitation, reasonable attorneys' fees (if and to the extent permitted by law) within thirty (30) days after receipt of an invoice from County.
- 27.3. **Removal of Alterations.** With written approval from County, non-structural Alterations made by Tenant may not be subject to removal or restoration obligations at the end of the Term or earlier termination of this Lease.

- 27.4. **Telecommunications.** Tenant will pay the cost of phone and Internet service used in connection with its operation of the Premises. Tenant is responsible for all telecommunications, information technology, networks, systems, equipment and infrastructure that is under its control, and for securing the same from intrusion or damage.
28. **Sublease and Assignment.** Tenant may not assign its rights and obligations under this Lease or sublease any portion of the Premises without County's prior written consent, which may be withheld by County in County's sole and unfettered discretion. Such an assignment or sublease, if permitted, does not constitute a release of any obligations of the Tenant due under this Lease. The County agrees that should it desire to sell the Building, it will do so only subject to the terms and conditions of this Lease and further agrees to give at least one hundred and eighty (180) day Notice to Tenant, of any such intent.
29. **Non-Waiver.** The failure of either party to insist in any one or more instances upon the full and complete performance of any or the terms and provision of this Lease to be performed by the other party, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing to it at any time is not an accord and satisfaction.
30. **Personal Property.** All personal property placed or removed in the Premises will be at the risk of the party placing such property on the Premises or moving such property in the Premises. Any items or personal property left on the Premises upon expiration or earlier termination of this Lease become the property of County and may be sold or otherwise disposed of by County without liability to Tenant.
31. **Damage to Property.** The Tenant covenants that it will permit no waste or damage to the leased property; that it will keep all improvements placed upon the Premises in reasonably good order and reasonably good state of repair.
32. **Termination for Convenience of County.** Notwithstanding County's ability to terminate this Lease for a material breach pursuant to Section 38. County may terminate this Lease without cause at any time upon one hundred twenty (120) days written notice to Tenant.
33. **Surrender / Holding Over.** On termination of Tenant's occupancy, Tenant shall surrender the Premises in the condition in which Tenant is required to maintain them under this Lease. Tenant will repair any damage done by the removal of Personal Property and be responsible for all associated costs. If Tenant for any reason and with written consent of

County remains in possession after the expiration of this Lease (including any optional extension), or after the date specified in any notice of termination given by either party, such possession shall be as a month-to-month Tenant, subject to all conditions of this Lease.

34. **Parking.** Tenant's employees and visitors may park in any unassigned spaces in the Building parking lot as shown in **Exhibit C**. County will not reserve or assign Tenant parking spaces and makes no guarantee of parking availability. All unassigned spaces are available on a first come, first served basis.
35. **Rules and Regulations.** Tenant and its employees, contractors, agents and invitees will abide by the rules and regulations for the Building, which are set forth in **Exhibit D** attached hereto and incorporated herein. County has the right, from time to time, to modify or make additional reasonable rules and regulations, including but not limited to, reasonable requirements pertaining to sanitation, handling of trash and debris, loading and unloading of trucks and other vehicles, and safety and security against fires, theft, vandalism, personal injury and other hazards, provided that such rules and regulations are applied in a non-discriminatory manner and do not unreasonably impair Tenant's permitted operations.
36. **Signs.** Tenant may affix and maintain upon the Premises such signs relating to the services provided on the Premises as Tenant deems appropriate, provided however, if such signs are visible outside of the Premises, such signs must first receive the written approval of County. All signs utilized by Tenant on or about the Premises, whether visible outside the Premises or not will at all times comply with the Pima County Sign Code and will be installed and maintained at Tenant's sole cost. Any and all signs placed by Tenant on the Premises will be immediately removed by Tenant upon termination of this Lease, and any damage resulting from such removal will be repaired immediately by Tenant at its sole cost. Tenant will pay all costs for construction, erection, installation, maintenance, and repair of any sign either currently in existence or to be erected or installed or otherwise placed on the Premises. Tenant will, through coordination with County Facilities Management, identify the Premises as belonging to County, should any signs be placed at the entrances to the Premises. Additionally, Tenant will acknowledge the contribution of County in providing the Premises to Tenant in Tenant's annual report and publications.
37. **Reporting.** Each year during the Term and within 90 days after the end of County fiscal year ending on June 30, Tenant will provide to County a progress report covering all permitted activities. At a minimum, the report will summarize program totals concerning participants served, program expenditures and revenues, funding sources and community outreach efforts.
38. **Accounting Records/Audit:**

- 38.1. *Accounting Records.* In connection with the operation of the Premises, Tenant will keep and maintain accounting records on a tax basis consistently applied and the same will be open for inspection and audit by duly authorized representatives of County staff during reasonable times.
- 38.2. *Annual Unaudited Financial Reports.* Tenant will provide County on an annual basis within sixty (60) days after Tenant's fiscal year end a year-end balance sheet and a year-end statement of income and expenses prepared in accordance with generally accepted accounting principles. The financial statements must show all revenues from operation of the Premises and all expenses incurred in connection with the operation of the Premises for Tenant's applicable fiscal year.
39. **Indemnification.** To the fullest extent permitted by law, Tenant will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "**Indemnatee**") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "**Claims**") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Tenant or any of Tenant's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Tenant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, be indemnified by Tenant from and against any and all Claims. Tenant is responsible for primary loss investigation, defense and judgment costs to which this indemnity applies. This indemnity will survive the expiration or termination of this Lease.
40. **Warranties.** County makes no warranties or representations to Tenant as to the suitability of the Premises for its intended purpose. County makes no warranties or representations that the Premises complies with applicable zoning ordinances, building codes, fire and safety regulations, or ADA provisions.
41. **Tenant not an Agent of County.** Tenant is not an agent of County for any purpose under this Lease or otherwise. Tenant will control its activities on the Premises, and County will not control those activities. Tenant's employees and servants are not under the control of County.
42. **Default.**
- 42.1. **Tenant Default.** The occurrence of any one or more of the following events will constitute a default and breach of this Lease by Tenant for which County may terminate this Lease:

- 42.1.1. *Operations of the Premises.* The vacating or abandonment of the Premises, or cessation of activities by Tenant, except during scheduled closures, where such abandonment shall continue for a period of thirty (30) calendar days after notice of such default is sent by County to Tenant.
- 42.1.2. *Monetary Obligations.* The failure by Tenant to make any payment required to be made by Tenant under this Lease, as and when due, where such failure continues for a period of 21 calendar days after notice from County that the payment is due.
- 42.1.3. *Violation of Law.* Violation of any law by Tenant, or the conduct of any unlawful activities on the Premises that are permitted by Tenant, either tacitly or explicitly, or which Tenant has not taken reasonable means to prevent after Tenant becomes aware or, in the exercise of reasonable diligence, should have become aware that such activities are being conducted.
- 42.1.4. *Health and Safety Violation.* Any action or omission by Tenant that, in the County's reasonable judgment, causes a threat to the health or safety of the general public or the users of the Building, which continues for a period of 3 days after written notice from County. Tenant's failure to obtain and maintain any required license and/or registration for its operations at the Premises is considered a violation under this paragraph.
- 42.1.5. *Other Covenants.* The failure by Tenant to observe or perform any other of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, where such failure continues for a period of 30 days after written notice from County to Tenant; provided, however, that if the nature of Tenant 's default is such that more than 30 days are reasonably required for its cure, then Tenant will not be deemed to be in default if Tenant commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion provided such cure is completed within one hundred and twenty (120) days of the notice by County.
- 42.2. **County Default.** County will be deemed to be in default under this Lease if County fails to perform any covenant or condition of this Lease to be performed by County

and such failure continues for 30 days after written notice and demand from Tenant (unless the failure is of such a character as to require more than 30 days to cure, in which event County will be in default only if it fails to initiate the cure within thirty days and thereafter diligently pursue the same to completion), provided such cure is completed within one hundred and twenty (120) days of the notice by Tenant.

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

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

Tenant : FRIENDS OF ROBLES RANCH, INC.
 10390 S. Sierrita Mountain Rd.
 Tucson, Az 85736
 Attention: Pat King, President
 Email: anvilranch@gmail.com

COUNTY: Pima County Facilities Management
 150 W. Congress St.
 Tucson, AZ 85701
 FM_Leasing_Services@pima.gov

44. **Receipt of Notice.** Any notice given as indicated in section 30 will be deemed to have been given on the date of receipt, or if delivery is refused, on the date of such refusal.

45. **Non-Disturbance.** County represents and warrants that there is currently no monetary encumbrance or lien on the Premises. Tenant will subordinate its interest in this Lease to any future encumbrance if Tenant receives a commercially reasonable non-disturbance and attornment agreement from the holder of such encumbrance. Tenant will have thirty (30) days following receipt of a written request from County to execute such agreement so long as the agreement states (a) the lease is unmodified and in full force and effect; (b) the dates to which rent has been paid; (c) whether or not, to Tenant's best knowledge, County or Tenant is in default in the performance of any obligation hereunder and, if so specifying in reasonable detail the nature of such default; (d) that Tenant has accepted the Premises, and (e) that the holder of the encumbrance agrees to be bound by the terms of this Lease.

46. **Environmental.** Tenant will comply with all present and future laws and regulations regulating the environment, hazardous or toxic waste, ambient air, groundwater, surface water, and land use.
- 46.1. **Medical Waste & Material Disposal.** At its own expense, Tenant will properly dispose of any medical supplies and medical waste-including but not limited to syringes, vials, prescriptions and any materials containing blood or other biological material used or generated on the Premises. Tenant's disposal may include using appropriate medical waste containers and/or contracting with a third-party medical waste disposal company. Tenant will never dispose of any medical supplies or medical waste outside of the Premises in the Building's Common Areas. Tenant will indemnify and defend County from and against any liability incurred by County as a result of any unlawful or inappropriate disposal of medical supplies or medical waste by Tenant.
- 46.2. **Hazardous Material.** For the purposes of this section, "Hazardous Material" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the State of Arizona, or the United States Government and includes, without limitation, any material or substance that is (i) defined as a "hazardous waste" under NRS 459.400 et seq., (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1321), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 6903), (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (42 U.S.C. 9601) or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. 6991 et seq.
- 46.3. **Hazardous Materials Prohibited; Clean Air Act.** Tenant may not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Facility by Tenant or Tenant's agents, employees, contractors, or invitees without the prior written consent of County, other than such Hazardous Materials that are necessary or useful to Tenant's business and will be used, kept, and stored in a manner that complies with all laws regulating those Hazardous Materials. Tenant will comply with applicable provisions of the Clean Air Act, 42 U.S.C. 7401 et seq. and Arizona Revised Statutes, Title 49, Chapter 3.
- 46.4. **Environmental Indemnity.** In the event an Environmental Act occurs, Tenant 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 Building or any part thereof, damages

for the loss or restriction on use of usable space or of any amenity of the Building or any part thereof, damages arising from any adverse impact on marketing of space with respect to the Building or any part thereof, and sums paid in settlement of claims, attorney's fees, consultant fees, and expert fees) that arose or arises during or after the term of this Lease as a result of such contamination. This obligation of Tenant to indemnify, protect, defend, and hold County harmless includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, restoration, or other response work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material presence, as a result of any action or inaction on the part of Tenant or Tenant's agents, employees, contractors, or invitees, on the Building or the soil or groundwater on, under or adjacent to the Building, or elsewhere in connection with the transportation by Tenant of Hazardous Material to or from the Building or any part thereof.

46.5. **Environmental Act.** For purposes of this section, "Environmental Act" means an occasion in which:

46.5.1. Tenant breaches the obligations stated in section 38;

46.5.2. the presence (whether consented to by County or otherwise) of Hazardous Material on the Building or any part thereof or on or in the soil or groundwater under or adjacent to the Building caused or permitted by Tenant or Tenant's agents, employees, contractors, or invitees results in contamination of the Building or any part thereof, or such soil or groundwater;

46.5.3. contamination of the Building or any part thereof, or such soil or groundwater by Hazardous Material otherwise occurs for which Tenant is legally liable to County for damage resulting therefrom; or

46.5.4. if contamination occurs elsewhere in connection with the transportation by Tenant of Hazardous Material to or from the Building or any part thereof.

46.6. **Clean-Up.** Without limiting the foregoing, if the presence of any Hazardous Material within the Building or any part thereof, or the soil or groundwater under or adjacent to the Facility caused or permitted by Tenant or Tenant's agents, employees, contractors, or invitees results in any suspected contamination of the Building or any part thereof or the soil or groundwater under or adjacent to the Building or any part thereof, Tenant will promptly notify County in writing and take all actions, at Tenant's expense, as are necessary to return the Building or any part thereof or such

soil or groundwater to the condition existing prior to the introduction of any such Hazardous Material to the Building or any part thereof or to such soil or groundwater; provided that Tenant will first obtain County's approval of such actions, which approval County will not unreasonably withhold so long as such actions would not potentially have any material adverse long-term or short-term effect on the Facility.

46.7. **Notices Regarding Environmental Conditions.** Tenant will, within ten (10) business days following receipt, provide County 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 against Tenant or the Building or any part thereof alleging any violation of any local, state, or federal environmental law or regulation or requiring Tenant to take any action with respect to any release on or in the Building or any part thereof or the soil or groundwater under or adjacent to the Building or any part thereof of Hazardous Material, or (ii) any notices from a federal, state, or local governmental agency or private party alleging that Tenant might be liable or responsible for cleanup, remedial, removal, restoration, or other response costs in connection with Hazardous Material on or in the Building or any part thereof or the soil or ground water under or adjacent to the Building or any part thereof or any damages caused by such release.

46.8. **Survival.** Tenant's and County's obligations under this Section 34 will survive the expiration or earlier termination of this Agreement and vacation of the Facility.

47. **Destruction of Premises.** If at any time during the Term of the Lease, the Premises becomes partially or totally destroyed by reason of any damage by fire, flood, hurricane, windstorm or other casualty or act of God and the County cannot or does not fully repair the Premises within ninety (90) days through no fault of Tenant then, Tenant will be relieved of any further obligation, duty or liability under this Lease. If the Premises can be and are repaired fully in ninety (90) days, then the Lease will continue in full force and effect while the repairs are being made, and rent will be abated by the percentage of the total space that is unavailable or not reasonably useful to Tenant.

48. **Condemnation.**

48.1. **Complete Taking.** If the whole of the Premises is taken or condemned for any public or quasi-public use or purpose, by right of eminent domain or by purchase in lieu thereof, or if a substantial portion of the Premises is taken or condemned so that the portion or portions remaining is or are insufficient or unsuitable, in the reasonable judgment of Tenant, for the continued operation of the business contemplated by

this Lease, so as to effectively render the Premises untenable, then this Lease will cease and terminate as of the date on which Tenant is required to vacate the Premises as a result of the condemning authority taking possession and all Rent will be paid by Tenant to County up to that date or refunded by County to Tenant if Rent has previously been paid by Tenant beyond that date.

- 48.2. **Partial Taking.** If a portion of the Premises is taken, and the portion or portions remaining can, in the reasonable judgment of Tenant, be adapted and used for the conduct of Tenant's business operation, then County will promptly restore the remaining portion or portions thereof to a condition comparable to their condition at the time of such taking or condemnation, less the portion or portions lost by the taking, and this Lease will continue in full force and effect except that the Rent payable hereunder will, if necessary, be equitably adjusted to take into account the portion or portions of the Premises lost by the taking.
49. **Quiet Enjoyment.** County warrants that County is seized of the Premises and has the full right to make this Lease. County further covenants that Tenant will have quiet and peaceful possession of the Premises during the entire Term as against lawful acts of third parties and as against the acts of all parties claiming title to, or a right to possess, the Premises.
50. **Expenses Advanced by Tenant.** If County fails within thirty days (or such lesser time as is appropriate if there is a threat to health or safety) after requested by Tenant to make necessary repairs to the Premises or perform another act required of County under this Lease, Tenant may cause such repairs to be made or such acts to be performed at the expense of County. Tenant may apply such claims against any subsequent installment of Rent.
51. **Interpretation of Lease.** The parties acknowledge that each has had the opportunity to review this Lease with counsel of their choice. This Lease will not be construed more strongly in favor or against either of the parties but will be interpreted fairly and equitably to effectuate the intent of the parties. All provisions contained in this Lease will bind and inure to the benefit of the parties and their successors and assigns.
52. **Non-Discrimination.** The parties will comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.
53. **Legal Arizona workers Act Compliance.** Tenant hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Tenant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the State and Federal Immigration laws). Tenant will further ensure that each

subcontractor who performs any work for Tenant under this Agreement likewise complies with the State and Federal Immigration Laws. County has the right at any time to inspect the books and records of Tenant and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of Tenant's or any subcontractors warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Lease subjecting Tenant to penalties up to and including suspension or termination of this Lease. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Tenant must take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion. Tenant must advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially) in the following form:

- 53.1. Subcontractor hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that Pima County may inspect the subcontractor's books and records to insure that subcontractor is in compliance with these requirements.
- 53.2. Any breach of this paragraph 53.1 by subcontractor is a material breach of this Agreement subjecting subcontractor to penalties up to and including suspension or termination of this Agreement.
- 53.3. Any additional costs attributable directly or indirectly to remedial action under this Section are the responsibility of Tenant. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Tenant's approved construction or critical milestones schedule, such period of delay is excusable delay for which Tenant is entitled to an extension of time, but not costs.
- 54. **Arbitration.** The parties agree that any dispute arising under this Agreement involving the sum of fifty thousand (\$50,000) or less in money damages only shall be resolved by arbitration pursuant to the Arizona Uniform Rules of Procedure for Arbitration. The decision of the arbitrator(s) shall be final.
- 55. **American with Disabilities Act.** Both parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act as it pertains to the Building and use of the Premises. This will not obligate County to make any modifications to the Building or Premises, as a result of any change in the law or regulations, if such repairs are not otherwise legally required.

56. **Non-Profit Status.** If Tenant claims it is a nonprofit organization exempt from taxation under the United States Internal Revenue Code it will, upon written request from County, provide to the County within ten days, a copy of Tenant's letter of exemption from the Internal Revenue Service.
57. **Non-appropriation.** The Parties recognize that the performance by County may be dependent upon the appropriation of funds by the Board of Supervisors of the County, or the availability of funding from other sources. Should the Board of Supervisors fail to appropriate the necessary funds, or if funding becomes otherwise not legally available to the County to fund its responsibilities under this Lease, the County may terminate this Lease without further duty or obligation. County agrees to notify Tenant as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.
58. **Conflict of Interest.** This Lease is subject to cancellation pursuant to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.
59. **Law to Govern.** This Lease is made under and will be interpreted according to Arizona law. Any action relating to this Lease will be brought in a court of the State of Arizona in Pima County.
60. **Sustainability Plan.** In accordance with the County's Sustainability Plan, Tenant will use all reasonable efforts to use recycled products or re-use and recycle materials used in the Premises.
61. **Applicable Law.** The parties will comply with all applicable federal, state and local laws, rules, regulations, standards, Executive Orders, and with any applicable Pima County Board of Supervisors' policies, including Policy Number C. 3.18 entitled "Tobacco-Free Environment," a copy of which is attached as **Exhibit E**.
62. **Entire Agreement.** This Lease contains the entire agreement between the parties and all previous Leases, amendments, negotiations, or understandings are superseded by and merged in this Lease. This Lease may be modified by the parties only by writing executed with the same formalities as this Lease.
63. **Counterparts and Copies.** This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one agreement with the same force and effect as if all signatures had been entered on one document. Electronic, scanned, copied, or facsimile images of signatures in lieu of original signatures, transmitted electronically, are acceptable and shall be deemed the equivalent of an original.

REMAINDER OF PAGE INTENTIONALLY BLANK

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

PIMA COUNTY, ARIZONA

**Friends of Robles Ranch /dba My
Friends Closet**

By: _____

Adelia S. Grijalva
Chair, Board of Supervisors

By: Patricia King
Authorized Signer

Date: _____

Date: 9/1/2024

ATTEST:

By: _____

Melissa Manriquez
Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:

By: _____

Tony Cisneros, Director
Pima County Facilities Management

Date: _____

APPROVED AS TO FORM:

By: Kyle Johnson

Kyle Johnson
Deputy County Attorney

Date: 9/3/2024

SC2400002278

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

PIMA COUNTY, ARIZONA

**Friends of Robles Ranch /dba My
Friends Closet**

By: _____

Adelia S. Grijalva
Chair, Board of Supervisors

By: _____
Authorized Signer

Date: _____

Date: _____

ATTEST:

By: _____

Melissa Manriquez
Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:

By: _____

Tony Cisneros, Director
Pima County Facilities Management

Date: 9.5.2024

APPROVED AS TO FORM:

By: _____

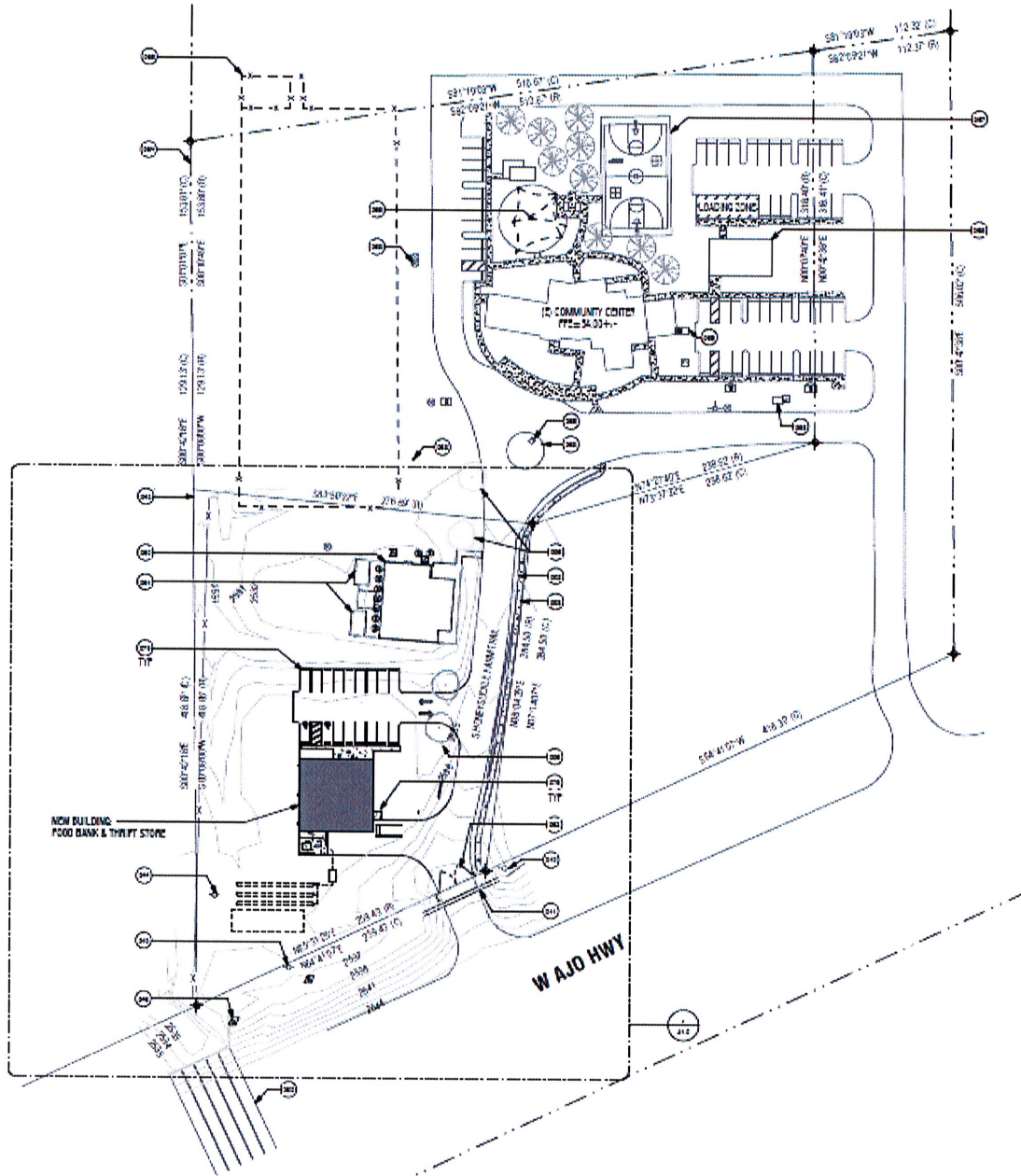
Kyle Johnson
Deputy County Attorney

Date: _____

EXHIBIT A (page 1 of 2)
Parcel/Site



Parcel/Site



SITE DATA

SITE AREA (PARCEL CROSS ST):
ZONING (JIMA COUNTY):
PARCEL:

EXHIBIT B
Premises (~3,490 sf)

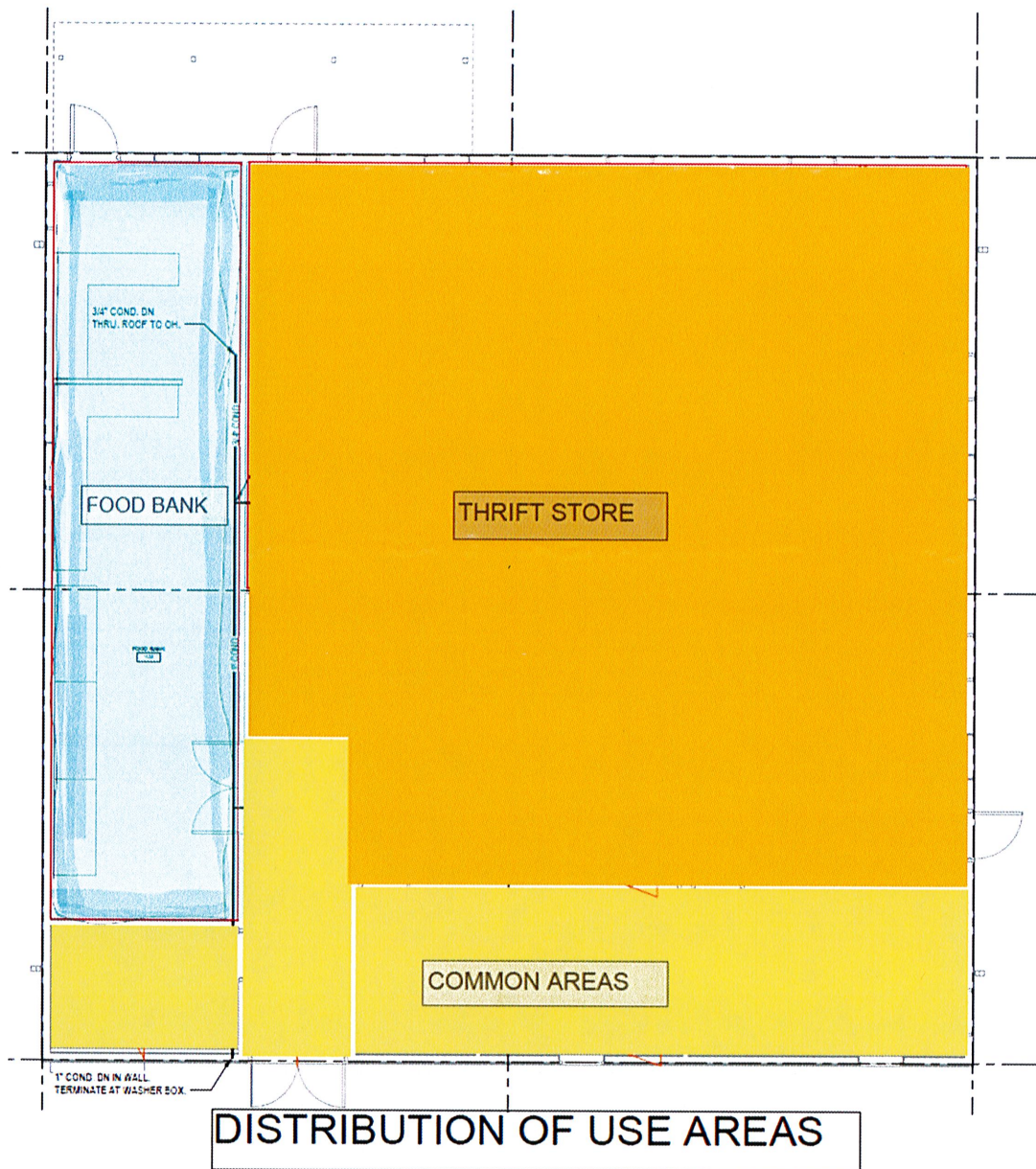


EXHIBIT C
Parking Lot

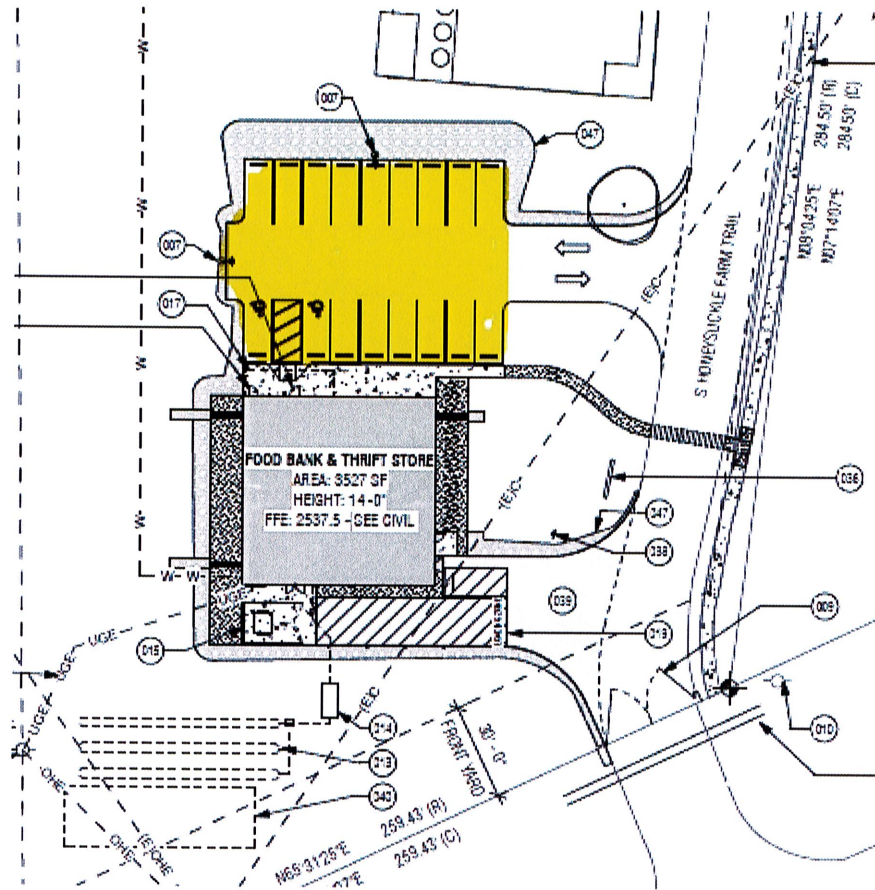


EXHIBIT D (3 pages)

COUNTY'S RULES & REGULATIONS

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

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

responsibility for protecting its Premises from theft, robbery, and pilferage, including but not limited to, keeping all means of entry to Premises closed and locked.

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

11. County will direct electricians and/or phone installation employees or contractors as to where and how telephone and computer network cables are to be introduced. No boring or cutting for wires will be allowed without the consent of the County. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of County.
12. Outside of Business Hours, Tenant and its employees may access the Building or the Premises by using keys assigned by County. The County shall in no case be liable for damages with regard to the admission to or exclusion from the Building or Premises of any person. In case of invasion, mob, fire alarm, bomb threat, riot, public excitement, or other commotion, County reserves the right to prevent access to the Building or Premises during the continuance of the same by closing of the doors or otherwise, for the safety of the Building or Premises occupants and the protection of the Building Or Premises.
13. County reserves the right to exclude or expel from the Building any person who, in the judgment of County, is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building or impair the safety of any Tenant, employee, or contractor of County.
14. County reserves the right, in its sole discretion, to increase security personnel, equipment and related services for the Property, Building and Premises. Each Tenant will be responsible for its share of costs associated with additional security.
15. No machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the County.
16. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same by others.
17. County shall have the right to control and operate the Common Area(s), and the public facilities, and heating and air conditioning, in such manner as County deems best for the benefit and safety of the Building occupants generally.
18. All entrance doors in the Premises shall be locked when the Premises are not in use. All emergency fire exit doors must remain free of debris from both the interior and exterior and remain locked when not in use.
19. All exterior areas adjacent to the Premises shall be kept clean and free from dirt and rubbish by Tenant and Tenant shall not place or permit any obstruction or merchandise in such areas.
20. There will be no storage, temporary or permanent, of bicycles, refuse containers or other such unsightly materials outside of the Premises except in County approved bike storage racks/ facilities or refuse containers.
21. Upon the termination of the tenancy, Tenant shall deliver to County all keys to the Premises and security access cards for the Building that have been furnished to Tenant.
22. No electrical cooking appliances of any type other than microwave ovens and coffee machines located in the kitchen/breakroom are allowed in the Premises.
23. No space heaters, floor fans or floor lamps are allowed at any time in the Premises.

EXHIBIT E
TOBACCO FREE POLICY C 3.18 Page 1 of 2

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

Policy Number C 3.18

Purpose:

Smoking and the use of tobacco-related products are a major cause of preventable disease and death. As a leading employer and health proponent, Pima County is committed to the promotion of health, wellness, and the prevention/treatment of diseases. Pima County also serves as a model for the public, influencing attitudes about smoking and the dangers of tobacco and vape products. The purpose of this policy is to create tobacco and vape-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 and vape-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 and vape-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 and vape 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.

Vape (or Vaping Device) is a piece of equipment used for inhaling vapor that may contain nicotine, flavoring, and/or other substances.

EXHIBIT E

TOBACCO FREE POLICY C 3.18 Page 2 of 2

Compliance:

County personnel are responsible for compliance with the policy.

Visitors and vendors observed to violate this policy shall be respectfully informed of the Tobacco and Vape-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 and Vape-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 and Vape-Free Policy to such events or conferences for attendees.

All new employees of Pima County will be informed on and educated about the Tobacco and Vape-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:

Smoke-Free Arizona Act, A.R.S. § 36-601.01

Pima County Ordinance, Chapter 2.12

Pima County Code, Section 8.50

Adopted Date:	November 13, 2012
Revised Date:	November 15, 2022
Effective Date:	November 15, 2022