



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

Requested Board Meeting Date: November 22, 2016

or Procurement Director Award

Contractor/Vendor Name (DBA): Ajo Community Health Care, an Arizona non-profit corporation ("Tenant").

Project Title/Description:

Lease with Ajo Community Health Care for office space located at 120 West Estrella Avenue, Ajo, Arizona, also known as Desert Senita Community Health Center.

Purpose:

This Lease Agreement provides office space for preventative and primary health care administrative and support services to residents of Ajo, Arizona

Procurement Method:

D 29.4XI.H "Other Non-Procurement Method", using A.R.S. § 11-256.01

Program Goals/Predicted Outcomes:

To provide health support services so Ajo residents have access to a variety of health-related services and preventative primary and dental care.

Public Benefit:

Tenant's activities are consistent with County's statutory responsibility of providing health care services to residents of Ajo, Arizona

Metrics Available to Measure Performance:

Ajo resident's access to preventative, primary and dental care and educational programs including community outreach.

Retroactive:

No.

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To: COB. 11-24-16 (1)
Ver. - 1
Pgs. - 18 Addendum

Procure Dept 11/16/16 09:12

Original Information

Document Type: CTN Department Code: FM Contract Number (i.e., 15-123): CTN-FM 17*098
Effective Date: 11/22/2016 Termination Date: 11/21/2021 Prior Contract Number (Synergen/CMS): _____
 Expense Amount: \$ 00.00 Revenue Amount: \$ 76,020.00
Funding Source(s): N/A

Cost to Pima County General Fund: 00.00

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards
Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
 Expense Revenue Increase Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Melissa Loeschen

Department: Facilities Management Telephone: 520-724-8230

Department Director Signature/Date: [Signature] 11/14/16

Deputy County Administrator Signature/Date: [Signature] 11-14-16

County Administrator Signature/Date: [Signature] 11/16/16
(Required for Board Agenda/Addendum Items)

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into this ____ day of _____, 2016, by and between PIMA COUNTY, a political subdivision of the State of Arizona ("Landlord") and AJO COMMUNITY HEALTH CARE, an Arizona non-profit corporation ("Tenant").

RECITALS

- A. Landlord owns a building (the "Building") located at 120 West Estrella Avenue in Ajo, Arizona, which has been used as a public health building. The Building has, associated with it, certain interior and exterior areas for the common use of all occupants of the Building, including (but not limited to) streets, a parking lot, sidewalks, ramp, entryways, lobbies, hallways, restrooms, a break room, landscaped areas and other similar facilities (the "Common Areas").
- B. Tenant needs office space for employees to provide preventative and primary health care administrative and support services to residents of Ajo, Arizona. Tenant also provides dental and behavioral health services in addition to education programs and outreach for the community.
- C. This Lease is being entered into by Landlord pursuant to A.R.S. § 11-256.01 and Landlord has published notice of the Lease as required by law.

AGREEMENT

- 1) LEASE/PREMISES. In consideration of the rent hereinafter received and all terms, conditions, covenants, and agreements hereinafter contained, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, certain portions of the Building containing approximately 3,100 usable square feet in size, as shown on the diagrams attached as Exhibit A (the "Premises"). Landlord will not provide any furnishings for Tenant's use in the Premises other than those furnishings currently located in the Premises as shown on the attached Exhibit B. In addition, Tenant will have the right to use the Common Areas on a non-exclusive basis together with the other occupant of the Building.
- 2) TERM. This Lease will be for an initial term of five (5) years, commencing on the date this Lease is executed by all parties. If Tenant is not in default under this Lease, and both parties agree, Tenant will have the right to extend the term upon the same terms and conditions, for an additional five (5) years. Tenant must give Landlord ninety (90) days advance written notice of its intent to extend the term of this Lease.
- 3) Move-In. Tenant will be responsible for moving its personal property (including furnishings, fixtures, and equipment) into the Premises, installing any fixtures as necessary, and bearing all expenses associated with move-in. Tenant will coordinate its move-in with the other Building occupant so that any disruption is minimized as much as reasonably possible.
- 4) USE.
 - a) Permitted Uses: Tenant will use the Premises for offices, child or health care services.

- b) Hours of Operations: Tenant anticipates using the Premises from 8:00 A.M. – 6:00 P.M. Monday-Friday. Tenant will notify Landlord of any change to the hours of operations if necessary, during the Lease term.
- c) Prohibited Activities: Tenant will not permit any unlawful activities on the Premises, or any activities that unduly interfere with activities of the other occupant of the Building or neighboring property owners or occupants.
- d) Hazardous Materials Prohibited; Clean Air Act. Tenant will not cause or permit any hazardous or toxic materials or substances to be brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord, other than such hazardous or toxic materials or substances that are necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all laws regulating any such materials or substances. Tenant's operations on the Premises will comply with all applicable provisions of environmental laws and regulations, including the Clean Air Act, 42 U.S.C. 7401 et seq. and Arizona Revised Statutes, Title 49, Chapter 3. Tenant will remediate and clean up, at its sole cost and expense, any contamination of the Premises occurring during the term of this Lease.
- e) Common Areas. The Common Areas will at all times be subject to the control and management of Landlord, and Landlord will have the right from time to time to change the area, level, location, appearance and furnishing or landscaping of Common Areas, provided that it does not materially interfere with Tenant's operations. Landlord will have the right at any time to temporarily close any portion of the Common Areas for the purpose of making repairs, changes or additions thereto, and Landlord may enter into agreements with adjacent owners for cross-easements for parking, ingress or egress.
- f) Parking. Tenant will have the right to utilize the Building's parking lot on a non-exclusive and non-reserved basis, in common with the other Building occupant.
- g) Rules and regulations. Tenant and its employees, agents, contractors and invitees will abide by rules and regulations for the Building that are established and may be revised from time to time by Landlord. The current rules are attached as Exhibit C These rules and regulations concern, among other things, sanitation, handling of trash and debris, smoking prohibitions, loading and unloading of trucks and other vehicles, safety and security, after hours use and procedures, and use of Common Areas. Such rules and regulations will be applied in a non-discriminatory manner and will not unduly limit or impair Tenant's permitted use of the Premises.
- h) Use of other areas of the Building. Tenant is aware a portion of the building is used by a State of Arizona court employee as shown in Exhibit A, who will share the break room, conference room and restrooms with Tenant. Landlord will, have the right to make any legal use of the Building or portions thereof during the Lease term.

5) RENT.

- a) Rental Rate. The base rent ("Base Rent") is Six Dollars (\$6.00) per rentable square foot per year for the entire Term. Landlord will give Tenant six (6) months advance notice of any increase of rent that will apply to the extension period.

- b) Rentable Square Footage. The rentable square footage of the Premises is 2,534 rentable square feet.
- c) Payment of Rent. Tenant will pay Rent in advance, in equal monthly installments, on or before the Commencement Date and the first day of each month thereafter during the Term, except that the first month's Rent will be prorated if necessary to reflect a partial month. Rent will be delivered to Pima County Government, Finance-Revenue Management Division, 33 N. Stone, 6th Floor, Mail Stop DT-BAB6-404, Tucson, Arizona 85701.

6) REPAIRS & UTILITIES.

- a) Repairs. Subject to Section 14) concerning damage resulting from a casualty, and except as provided below, Landlord will make all repairs in and to the Building and Premises. This will include the roof, structural portions of the Building, and major Building systems such as air-conditioning motors or compressors, major plumbing requirements (in-wall plumbing), heating units and in-wall electrical connections.
- b) Notification to Landlord. In the event of a breakdown or needed repairs to the Premises or equipment associated therewith, Tenant will notify Landlord or its agent of such breakdowns or needed repairs, and Landlord will cause such repairs or replacements as are necessary to correct such condition to be done within a reasonable period of time.
- c) Cleaning & Minor Maintenance. Landlord will provide at its expense, janitorial services to the Building, including those areas occupied by State of Arizona Court employees.
- d) Equipment. Tenant will maintain, repair and replace all equipment including but not limited to office, health or child care equipment, provided and installed by Tenant.
- e) Tenant Damage. Tenant will promptly repair any damage done to the Premises, the Common Area, or the Building caused by any employee, patient, client, agent, or contractor of Tenant.
- f) Access to the Premises. Tenant will permit Landlord and Landlord's authorized representatives to enter the Premises at times convenient to Tenant for purposes of inspection, making any repairs and performing any work therein as may be necessary for Landlord to comply with the provisions of this Section 6). Landlord, in the performance of any such work, will cause as little inconvenience, annoyance, disturbance, or damage to Tenant as may reasonably be possible under the circumstances.
- g) Utilities. Landlord will provide all utilities to the Premises and the Common Areas, including electricity, gas, water, sewer, and trash collection.
- h) HVAC. Heating, ventilation and air conditioning services ("HVAC") will be available to the Premises during Tenant's business hours five (5) days a week, excluding holidays observed by Tenant.
- i) Telephone/Internet/Cabling. Tenant is responsible for supplying, installing, repairing, maintaining and replacing its own telephone equipment, service and internet/data service at

Tenant's expense. Any equipment installed by Tenant will remain the property of Tenant and may be removed upon termination or expiration of the Lease.

- 7) TAXES. Tenant will be responsible for all taxes related to this Lease and will pay to Landlord, in addition to any other sums due hereunder, any applicable rental taxes for which Landlord is responsible including, if applicable, the government property lease excise tax pursuant to A.R.S. § 42-6201 et seq.
- 8) INSURANCE. Tenant will procure, prior to beginning any activities on the Premises, and maintain throughout the term of this Lease, the following insurance from an insurance company or companies reasonably acceptable to Landlord:
 - 8.1 Commercial General Liability insurance with coverage at least as broad as ISO form CG 00 01 in an amount not less than \$2,000,000, covering the Premises and all activities thereon, endorsed to include Pima County as an additional insured with coverage at least as broad as ISO form CG 20 10.
 - 8.2 Commercial Automobile Liability insurance with coverage at least as broad as ISO form CA 00 01 in an amount not less than \$1,000,000 for vehicles actually used in the operations at the Premises (as compared to used for simple commuting).
 - 8.3 Workers' Compensation insurance with statutory limits, with Employers' Liability coverage in an amount not less than \$1,000,000 per injury, illness, or disease.
 - 8.4 Commercial Property insurance covering Tenant's personal property within the Premises.
 - 8.5 Property Insurance. Landlord will obtain property insurance insuring the Building.
 - 8.6 Certificates. Tenant will provide Landlord with copies of certificates of insurance showing the current status of all insurance policies. All certificates of insurance will provide for a guaranteed thirty (30) days written notice of cancellation, non-renewal, or material change. Any modifying language in a certificate of insurance must be deleted. Landlord will be an "additional insured" on all liability insurance policies.
 - 8.7 Waiver of Subrogation. Each party waives its claims and subrogation rights against the other for losses typically covered by property insurance coverage.
 - 8.8 Indemnification. To the fullest extent permitted by law, Tenant will indemnify, defend, and hold harmless Landlord, its officers, employees and agents from and against any and all losses, costs, or expenses (including reasonable attorney fees) incurred or suffered by Landlord as a result of any damages to property or injuries to persons (including death), or any suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of or directly related to any act, omission, fault or negligence by the Tenant, its agents, employees, invitees or anyone under its direction or control or acting on its behalf, or anyone permitted by Tenant to conduct any activity on the Premises, or in

connection with any use or occupancy of the Premises under the terms of this Lease.

9) **DEFAULT.**

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

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

TENANT: Chief Executive Officer
Desert Senita Community Health Center
410 N. Malacate Street
Ajo, Arizona 85321
Telephone: 520/387-5651

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

With a copy to:

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

- 11) ASSIGNMENT. Tenant will not have the right to assign this Lease or sublease the Premises in whole or in part without the prior written consent of the Landlord. Because of the special nature of this Lease, such consent may be withheld by Landlord in Landlord's sole and unfettered discretion. Such an assignment or sublease, if permitted, does not constitute a release of any obligations of the Tenant due under this lease. The Landlord agrees that should it desire to sell the Building, it will do so only subject to the terms and conditions of this lease and further agrees to give at least thirty (30) days' notice of any such intent to the Tenant.
- 12) MODIFICATIONS. Tenant will make no modifications to the Premises without written approval of Landlord, which approval will not unreasonably be withheld.
- 13) FURNISHINGS. Tenant will have a right to remove from the Premises all furnishings, fixtures, and equipment installed in the Premises by the Tenant. However, in removing any such furnishings, fixtures, or equipment, Tenant will restore the Premises to its condition prior to the installation of said furnishings, fixtures, or equipment or at Tenant's option and with Landlord's approval, will leave said items in place and they will become the property of the Landlord.
- 14) NO LIENS OR INTERFERENCE. Tenant agrees not to incur or if incurred to promptly remove any obligations, judgments or other actions which result in a lien or encumbrance on the Premises.
- 15) DESTRUCTION OF PREMISES. If at any time during the term of the lease or any extension hereof, the Premises becomes partially or totally destroyed by reason of any damage by fire, flood, hurricane, windstorm or other casualty or act of God and Landlord 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 Tenant's rent will be abated by the percentage of the total space which is unavailable or not reasonably useful to Tenant.

- 16) **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.
- 17) **INSPECTION.** Landlord will be given access to Premises to view and inspect its condition and state of repair upon reasonable notice to Tenant.
- 18) **CONDEMNATION.** If all or any part of the Premises are taken under the power of eminent domain or sold under the threat of exercise of that power, Landlord or Tenant may terminate this lease without further obligation on the part of either party.
- 19) **DAMAGE TO PROPERTY.** Tenant covenants that it will permit no waste or damage to the lease property; that it will keep all improvements placed upon the Premises in reasonably good order and reasonably good state of repair.
- 20) **QUIET ENJOYMENT.** Landlord warrants that Landlord is seized of the Premises and has the full right to make this lease. Landlord further covenants that Tenant will have quiet and peaceful possession of the Premises during the entire term as against lawful acts of third parties and as against the acts of all parties claiming title to, or a right to possess, the Premises.
- 21) **EXPENSES ADVANCED BY TENANT.** If Landlord fails within thirty (30) days (or such lesser time as is appropriate if there is a threat to health or safety) after requested by Tenant to make such repairs or perform such other act as may be required of Landlord under this Lease, Tenant may cause such repairs to be made or such acts to be performed at the expense of Landlord. Tenant may apply such claims against any subsequent installment of rent.
- 22) **SIGNS.** Tenant may, upon obtaining any necessary permits from governmental authorities, and the advance written approval of Landlord, erect and maintain at Tenant's own expense signs of such dimensions and materials as Landlord may approve. Landlord will not unreasonably withhold its consent to such sign installation. Tenant acknowledges that nothing may be mounted on wood doors or other finished wood surfaces. Tenant is responsible for all costs associated with the design, manufacture and connecting any utilities necessary for any signage in the Premises. Tenant is responsible for repairing any damage caused by the removal of Tenant's signage installed in the Premises or the common areas of the Building.
- 23) **CHANGE IN OWNERSHIP.** If ownership of the Premises or the name or address of the party entitled to rent will be changed, Tenant may, until receipt of written notice of such change, continue to pay rent to the party to whom and in the manner in which the last preceding installment of rent was paid. Tenant will not be subject to double liability for any rent so paid.
- 24) **SURRENDER/HOLDING OVER.** On termination of Tenant's occupancy, Tenant will surrender the Premises in the condition in which Tenant is required to maintain them under this Lease. If Tenant for any reason and with written consent of Landlord remains in possession after the expiration of this Lease (including any optional extension), or after the date specified in any notice of termination given by either party, such possession will be as a month to month

Tenant, subject to all conditions of this Lease other than the term hereof, at a monthly rent equal to that accruing during the last month of the preceding term.

- 25) **INTERPRETATION OF LEASE.** The parties acknowledge that each has had the opportunity to review this agreement with counsel of its or their choice. This lease will not be construed most strongly in favor nor most strongly against either of the parties but will be interpreted fairly and equitably to effectuate the intent of the parties. All provisions contained in this lease will bind and inure to the benefit of the parties hereto, their successors and assigns.
- 26) **ENTIRE AGREEMENT.** This agreement contains the entire agreement between the parties and all previous agreements, negotiations, or understandings are superseded by and merged in this Lease. This Lease may be modified by the parties only by writing executed with the same formalities as this Lease.
- 27) **NON-DISCRIMINATION.** The parties will comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.
- 28) **NON-DISCRIMINATION IN EMPLOYMENT:** The parties will comply with all provisions and requirements of Arizona Executive Order 75-5, as amended by Executive Order 2009-09, which is hereby incorporated into this contract as if set forth in full herein, including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, neither party will discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- 29) **ARBITRATION.** The parties agree that any dispute arising under this Agreement involving the sum of FIFTY THOUSAND DOLLARS (\$50,000) or less in money damages only will be resolved by arbitration pursuant to Rule 72 of the Rules of Civil Procedure. The decision of the arbitrator(s) will be final.
- 30) **COUNTY OBLIGATION.** The parties recognize that the performance by Landlord may be dependent upon the appropriation of funds by the Board of Supervisors of Pima County. Should the Board of Supervisors fail to appropriate the necessary funds or is reduced during the fiscal year, Landlord may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. Landlord agrees to notify Tenant as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.
- 31) **CONFLICT OF INTEREST.** This Lease is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.
- 32) **APPLICABLE LAW.** The parties will comply with all federal, state and local laws, rules, regulations, standards, Executive Orders, and Pima County Board of Supervisors' policies, including Policy Number C. 3.18 entitled "Tobacco-Free Environment" attached hereto as Exhibit D, without limitation to those designated within this Lease. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Lease and any disputes hereunder. Any action relating to this Lease will be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, regulations, and Board of Supervisors' policies during the terms of this Lease will apply but do not require an amendment.

33) AMERICANS WITH DISABILITIES ACT. Both parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act as it pertains to facilities and use of the facilities. This will not obligate Landlord to make any modifications to the Building, as a result of any change in the law or regulations, if such repairs are not otherwise legally required.

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

AJO COMMUNITY HEALTH CARE

PIMA COUNTY, a political subdivision
of the State of Arizona

By: 
Jonathan B. Leonard
Chief Executive Officer

By: _____
Chair, Board of Supervisors

Date: 10/28/2016

Date: _____


ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:


Director, Facilities Management
Department

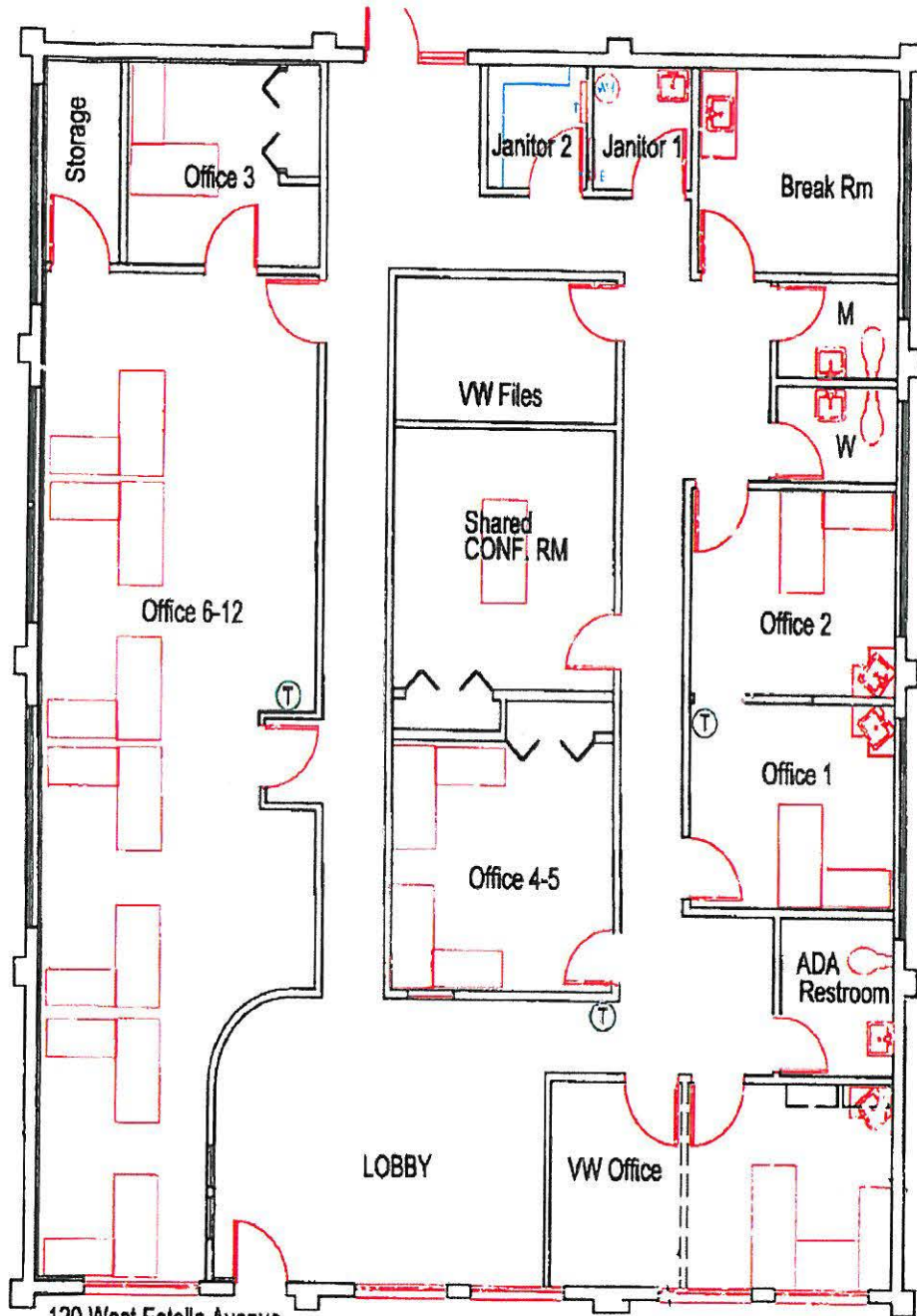
APPROVED AS TO FORM:

 11/16
Deputy County Attorney
TOBIN ROSEN

Exhibits:

- A: Premise floor plan
- B: Furnishings of Premises provided by Landlord
- C: Rules & Regulations
- D: Tobacco Free Environment Policy C.3.18

EXHIBIT A



120 West Estella Avenue
Ajo, Arizona

AREA CALCULATIONS

Building gross area	3,100 SF
Victim Witness Rentable	566 SF
Desert Serita Rentable	2,534 SF

EXHIBIT B

EXISTING EQUIPMENT

<u>Description</u>	<u>Quantity</u>
Refrigerator	1

EXHIBIT C

RULES AND REGULATIONS

Re: 120 W. Estrella Avenue, Ajo, Arizona

Tenant: Desert Senita Community Health Center

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

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

the applicable lock on the existing building master keyway. Tenant will bear the entire cost of rekeying, unless the rekeying is requested by Landlord. Any installation or repair of specialty locks will be at Tenant's expense. Tenant assumes all responsibility for protecting its Premises from theft, robbery, and pilferage, including but not limited to, keeping all means of entry to Premises closed and locked.


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

other individuals who may require special assistance in the event of an emergency.

11. Pursuant to the Smoke-Free Arizona Act, A.R.S. section 36-601.01, no smoking is allowed in any part of the Building, or within 20' of doors outside the Building. Tenant will instruct its employees of this regulation.
12. Landlord 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 Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises will be subject to the approval of Landlord.
13. Landlord reserves the right, in its sole discretion, to increase security services for the Building. Each Tenant will be responsible for its share of costs associated with such additional security.
14. Outside of Business Hours, Tenant and its employees may access the Building or halls, elevators or stairways in the Building or to the Premises by using the security access card assigned by Landlord. The Landlord will in no case be liable for damages with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, fire alarm, bomb threat, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of the same by closing of the doors or otherwise, for the safety of the Building occupants and the protection of the Building.
15. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of alcohol or drugs, or who will in any manner do any act in violation of any of the rules and regulations of the Building or impair the safety of any Tenant, employee, or contractor of Landlord.
16. No machines of any description will be installed, maintained or operated upon the Premises without the written consent of the Landlord.
17. Tenant will not disturb, solicit, or canvass any occupant of the Building and will cooperate to prevent same by others.
18. Landlord will have the right to control and operate the Common Area(s), and the public facilities, and heating and air conditioning, as well as facilities furnished for the common use of the Building occupants, in such manner as Landlord deems best for the benefit and safety of the Building occupants generally.
19. All entrance doors in the Premises will be locked when the Premises are not in use, and all doors opening to public corridors will be kept closed except for normal ingress and egress from the Premises. All emergency fire exit doors must remain free of debris from both the interior and exterior and remain locked when not in use.
20. The common hallway immediately adjoining the Premises will be kept clean and free from dirt and rubbish by Tenant and Tenant will not place or permit any obstruction or merchandise in such areas.

21. All patio areas will be utilized solely by the Tenant, its employees, guests or invitees. No unsightly storage will be placed upon the patios. Tenant agrees to limit the use of the patio to outdoor furniture such as tables and chairs. There will be no storage, temporary or permanent, of bicycles, refuse containers or other such unsightly materials on any patio.
22. Upon the termination of the tenancy, Tenant will deliver to Landlord all keys to the Premises and security access cards for the Building that have been furnished to Tenant.
23. No electrical cooking appliances other than microwave ovens and coffee machines are allowed in the Premises.

EXHIBIT D

 PIMA COUNTY, ARIZONA BOARD OF SUPERVISORS POLICY		
<u>Subject:</u> Tobacco-Free Environment	Policy Number	Page
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Purpose:

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

Background:

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

Policy:

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

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

Definitions:

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

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



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

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Compliance:

County personnel are responsible for compliance with the policy.

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

Effective Date: January 1, 2013