



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 02/20/2024
or Procurement Director Award: ☐

**=Mandatory, information must be provided*

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

C-Cubed Unlimited, Inc. /DBA Quik Print

***Project Title/Description:**

Amended and restated Lease Quik Print at 33 N. Stone.

***Purpose:**

Execute a new Lease for space within 33 N. Stone, to replace in its entirety, existing Lease and multiple amendments. Amend and restate Lease for long-time Tenant Quik Print for space within 33 N. Stone. Original 1986 Lease has been amended 10 times and suite numbers, and Tenant square footage within the Building have changed many times.

***Procurement Method:**

Exempt Per Section 11.04.020.

***Program Goals/Predicted Outcomes:**

Execute a new Lease for space within 33 N. Stone, to replace in its entirety, existing Lease and multiple amendments.

***Public Benefit:**

Additional Revenue for the County for operating and maintenance of 33 N. Stone. Clearer, more efficient, and cost effective processing of Lease and any amendments going forward.

***Metrics Available to Measure Performance:**

Additional Revenue. Clear terms and conditions for Lease

***Retroactive:**

No.

TO: COB, 2-7-2024 (1)
VER: 1
PGS: 27

FEB06 24PM0408 PD

THE APPLICABLE SECTIONS(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: CTN

Department Code: FM

Contract Number: (i.e.,15-123): 24-113

Commencement Date: 03/01/2024 Termination Date: 02/28/2027 Prior Contract Number (Synergen/CMS): CTN-

FM-CMS141917 ☐ Expense Amount \$: 0*

☒ Revenue Amount \$: 170,894.09

*Funding Source(s) required: Lease Revenue

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: 2-6-2024

Deputy County Administrator Signature: _____ Date: 2-6-2024

County Administrator Signature: _____ Date: 2/6/2024

FEB 08 24 AM 08:19 PC CLK OF BD

Pima County Department of Facilities Management

Project: Amended and Restated Lease Quik Print at 33 N. Stone

Contractor: C-Cubed Unlimited, Inc. /DBA Quik Print

Amount: \$170,894.09

Contract No.:CTN-FM-24-113

**AMENDED AND RESTATED
LEASE AGREEMENT**

This Amended and Restated Lease Agreement ("**Lease**") is entered into by and between PIMA COUNTY, a political subdivision of the State of Arizona ("**County**" or "**Landlord**"), and C-Cubed Unlimited, Inc. /DBA Quik Print, ("**Tenant**" or "**Quik Print**"). County and Quik Print are each individually a "Party" and collectively the "Parties."

1. Background and Purpose.

- 1.1. In September, 1986, Quik Print entered into a Lease agreement with Tucson Investors, Ltd. for approximately 1,284 sf of space (suite 145) within the building 33 N. Stone ("**Building**"). Aerial of Building is shown on **Exhibit A**.
- 1.2. In December of 1991 Quik Print entered into a second Lease agreement with Property Reserve Inc., for approximately 1,701 sf of additional space (suite 150) in Building.
- 1.3. These Leases (known to County as contracts numbered 04-13-P-141917-0392 and CTN-FM-CMS141917) ("**Previous Lease**") were amended and extended multiple times by previous Landlords.
- 1.4. In May 2007, County acquired the Building from U. S. Bank National Association in a Lease-Purchase agreement.
- 1.5. In May of 2009, per Amendment 5, County and Quik Print acknowledged that Tenant is the Tenant under the Previous Lease and has assumed all Tenant obligations under the Previous Lease, and Landlord is Landlord and has assumed all obligations of Landlord under the Previous Lease.
- 1.6. Parties continued to amend and extend the Previous Lease.
- 1.7. Many provisions of the Previous Lease have been modified and suite numbering and square footage is no longer applicable.

Therefore, Parties now wish amend and restate the Lease as follows:

CTN-FM-24-113

2. **Amended and Restated Lease.** This Lease is intended to replace, in its entirety, the Previous Lease.
3. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the office space now identified as Suite 145 and Suite 160, which together total 2163 rentable square feet ("**RSF**"), of the Building located at 33 N. Stone and shown in **Exhibit B ("Premises")**. 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, loading platforms, entryways, lobbies, stairways, elevators, hallways, washrooms, shelters, ramps, landscaped areas and related common areas (the "**Common Areas**"). Building is situated on Tax Parcel #11712032B, The Building and Parcel are shown on **Exhibit A**.
4. **Term.**
 - 4.1. **Initial Term.** The initial term will be for 3 years ("**Initial Term**") will commence on March 1, 2024 ("**Commencement Date**") and terminate on February 28, 2027 ("**Expiration Date**").
5. **Option to Extend.** If Tenant is not in default under the Lease, Tenant may extend the Initial Term of the Lease for up to two additional 3-year periods (each, an "**Extension Term**"), by providing written notice to the County of Tenant's desire to exercise option to extend no fewer than 90 days prior to end of the Initial Term or the prior Extension Term, as applicable. "Term" means the Initial Term and any Extension Term(s) exercised by Tenant.
 - 5.1. If Tenant properly exercises an option to extend the Term, County will prepare an amendment (the "**Amendment**") to reflect any mutually agreed upon changes, if any, 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.
 - 5.2. 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.
6. **Security Deposit.** Original security deposit for \$4,628.09 was refunded to Tenant on 6-23-2014.
7. **Rent.** Tenant will pay to County Base Rent as set forth below.

- 7.1. **Rental Rate.** The rental rate for the will be \$25.82 per rentable square foot per year ("**Rental Rate**").
- 7.2. **Rentable Square Footage.** The rentable square footage of the Premises is approximately 2163 square feet. ("**RSF**") which equals \$55,840.44 Annually.
- 7.3. **Annual Escalation.** On the anniversary of the Commencement Date and every year thereafter, Base Rent will increase by 2%.
- 7.4. **Base Rent.** Beginning on the Commencement Date and each month thereafter during the Initial Term, Tenant will pay to County an annual base rent in equal monthly installments as follows ("**Base Rent**"):

Lease Year	Annual Base Rent	Monthly Payment
Year 1	\$55,840.44	\$4,653.37
Year 2	\$56,957.25	\$4,746.44
Year 3	\$58,096.40	\$4,841.37

- 7.5. **Payment of Rent.** Tenant will pay Rent in advance, in equal monthly installments as provided above, on or before the Commencement Date and the first day of each month thereafter during the Term, except that the first and last payments will be prorated if the Commencement Date is not the first of the month. Rent must be delivered to Pima County Government, Finance-Revenue Management Division, 33 N. Stone, 6th floor, Mail Stop DT-BAB6-404, Tucson, Arizona 85701.
8. **Base Year Amount.** Base year used for the calculation of Operating Expenses will be fiscal year 2023 and the dollar amount for Base Year for the Building will be set to \$833,968.00 or \$3.74/ square foot per year ("**Base Year Amount**").
9. **Operating Expenses.** In addition to the Base Rent set forth above, Tenant will pay Tenant's Proportional Share of all Operating Expenses *above* the Base Year Amount for the Building and all associated Common Areas as described below.
10. "Tenant's Proportionate Share" is the percentage calculated by dividing the total rentable area of the Premises by the total rentable area of the Building. Parties agree the Tenant's Proportionate share is 0.947%.

11. "Operating Expenses" means all direct costs of operation, repair and maintenance of the Building and all Common Areas including but not limited to any applicable special assessments; utilities (including electrical, water and sewer charges); insurance premiums; HVAC maintenance, elevator maintenance costs, and any other Building systems maintenance costs; the cost of repairs to Common Areas; landscaping costs; costs associated with maintaining, painting, repairing or resurfacing the parking areas; janitorial supplies and services; security services; Landlord's direct and indirect labor costs for any work done by Landlord's own labor force; and a 10% administrative charge. Operating expenses will not include the cost of capital improvements.

11.1. **Commercial Lease Tax and GPLET.** Commercial Lease tax and Government Property Lease Excise Tax (GPLET) will be paid monthly by Tenant and will not be considered part of Operating Expenses defined above.

12. **Reconciliation/Audit.** Landlord will, no less often than annually, give to Tenant a reasonably detailed itemized statement reconciling estimated Operating Expenses paid with actual Operating Expenses incurred. If such a reconciliation reveals that Tenant has underpaid, Tenant will pay any additional amounts due within thirty (30) days of receipt of the statement or completion of the audit; if Tenant has overpaid, Tenant will receive a credit in the amount of the overpayment against subsequent Operating Expense payments due hereunder.

12.1. **Audit.** Landlord agrees that it will maintain complete and accurate records of all costs, expenses and disbursements paid or incurred by Landlord, its employees, agents and contracts, with respect to the Operating Expenses in accordance with generally accepted accounting principles, consistently applied. Provided Tenant is not then in default of this Lease, Tenant shall have the right to have Tenant's financial officer or a certified public accountant audit Landlord's Operating Expenses, subject to the terms & conditions hereof. In no event, however, shall such auditor be compensated by Tenant on a "contingency" basis, or on any other basis tied to the results of the audit. Tenant shall give notice to Landlord of Tenant's intent to audit within ninety (90) days following delivery of the Statement for each calendar year. Following at least ten (10) business days notice to Landlord, such audit shall be conducted at a mutually agreeable time during normal business hours at the office of Landlord or its management agent where the records are maintained. Landlord shall make such records available to Tenant's employees and agents for inspection during normal business hours, Tenant's employees and agents shall be entitled to make photostatic copies of such records, provided Tenant bears the expense of such copying and further provided that Tenant keeps such copies in a confidential manner and does not discuss, display or distribute such copies to any other third party. If Tenant's audit determines that actual Operating Expenses have been overstated by more than ten percent (10%), then subject to Landlord's right to review and contest the audit results, Landlord shall reimburse Tenant for the reasonable out-of-pocket costs of such audit Tenant's Operating Expenses and the statements relating to such charges shall be appropriately adjusted to reflect any overstatement in

Operating Expenses. Landlord shall also reimburse Tenant for any overpayment made by Tenant to Landlord for previous payments made during the term of the Lease, and shall adjust any following payments to the proper adjusted amount based on the findings of the Audit. All of the information obtained by Tenant and its auditor in connection with such audit, as well as any compromise, settlement or adjustment reached between Landlord and Tenant as a result of the Audit shall be held in strict confidence and, except as may be required pursuant to litigation, shall not be disclosed to any third party, directly or indirectly, by Tenant or its auditor or any of their officers, agents or employees. Landlord may require Tenant's auditor to execute a separate confidentiality agreement affirming the foregoing as a condition precedent to any audit.

13. **Tenant Improvements.** Should Tenant wish to make Tenant improvements to the Premises, Tenant may, with County's prior written approval and 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.
 - 13.1. **Plans.** Tenant will, at Tenant's expense, develop plans and specifications necessary for permitting and constructing the Improvements (the "**Plans**"), and will 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.
 - 13.2. **Non-Structural Modifications.** Tenant may, at Tenant's expense and with County prior written approval, make non-structural modifications to the Premises. For minor modifications, County Project Design and Construction Department has minimum quality standards for paint, carpet and furnishings. Parties agree to work together on non-structural modifications.
 - 13.3. **Construction.** Tenant will construct, or cause to be constructed, the Improvements in a good and workmanlike manner, according to the Plans.
14. **Permitted Use.** Tenant will use the Premises to operate a retail copy and print shop, office space, and other activities associated with copy and print shop operations.
15. **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 other users of the Building or neighboring properties.

16. **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.
17. **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.
18. **Use of Building by Others.** County may lease space within the Building to public and/or non-profit organizations and agencies. County will have the right to make any legal use of the Building or portions thereof, provided that such use does not materially interfere with Tenant's operations.
19. **Furniture, Fixtures and Equipment.** Any Furniture, Fixtures and Equipment ("FF&E") paid for and installed in the Premises by Tenant will remain the property of 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 Landlord. Tenant will maintain all furnishings provided and installed by Tenant.
20. **Repairs, Service.**
 - 20.1. **Repairs.** Subject to Section 30 of this Lease concerning damage resulting from a casualty, County will make all necessary repairs in and to the Building and Premises, except as provided below. 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.
 - 20.2. **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 by emailing FM-TenantRequest@Pima.gov and Landlord will, in a timely manner, cause repairs and/or replacements to be made.

20.3. **Janitorial.** Landlord is responsible for providing and paying for janitorial services to the Premises. Landlord is responsible for providing janitorial services for all other areas, including the Common Areas of the Building which will be included in the Operating Expenses.

20.4. **Pest Control.** Landlord is responsible for providing and paying for termite and pest control services which will be included in the Operating Expenses.

20.5. **Security.** Tenant will comply with any County rules regarding security procedures, which may include checking in and out of the Building after regular business hours. Tenant's regular business hours will be as follows: Monday-Friday 9:00am to 4:00pm ("**Business Hours**"). Tenant is responsible for providing and paying for any security personnel that are assigned exclusively to the Premises. Landlord is responsible for providing the security personnel for all other areas of the Building including the front lobby.

21. **Tenant Damage.** Tenant will promptly repair any damage done to the Premises by any employee, agent, contractor or invitee of Tenant.

21.1. **Equipment.** Tenant will maintain, repair and replace all FF&E provided and installed 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.

22. **Access / Keys.**

22.1. **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.

22.2. **Keys.** Keys/Key Cards for the Property 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.

22.3. **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.

22.4. 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.

23. Utilities. Landlord will provide all utilities to the Premises and the Common Areas, including electricity, gas, water, sewer, recycling, and trash collection. Electricity, heating, ventilation and air conditioning services will be provided during Business Hours. Tenant will pay for its own telecommunications and data services.

24. 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 sales, rental or transactional taxes for which Landlord is responsible including, if applicable, the government property lease excise tax pursuant to A.R.S. §-42-6201 et seq.

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 insure the building and may self-insure. Insured will be responsible for insuring building contents and improvements.
27. **Alterations/Modifications.** Tenant will not make, or cause to be made, any structural modifications ("**Alterations**") to the Premises without written approval of Landlord. Landlord approves all Alterations made to date.
- 27.1. **Plans.** Tenant will, for County review and at Tenant's expense, develop plans and specifications necessary for permitting and constructing the Alterations. County may, at its sole discretion, withhold approval of Alterations.
- 27.2. **Quality.** All County-approved Alterations will be carried out by Tenant, or if otherwise agreed with County, 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.
- 27.3. **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 Landlord 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.

- 27.4. **Removal of Alterations.** Non-structural Alterations made by Tenant may be subject to removal or restoration obligations at the end of the Term or earlier termination of this Lease. County and Tenant will discuss removal and restoration options during review of Plans.
- 27.5. **Telecommunications.** Tenant, at its sole cost, will install its own telecommunication systems and equipment including telephone, data and internet, and will be responsible for maintaining the systems and equipment and will directly pay for all such services and equipment. Tenant will obtain internet/data network connectivity from an Internet Service Provider ("ISP") and will maintain the same at its own expense. 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. **Personal Property.** All personal property placed or removed in the Premises shall be at the risk of the party placing such property on the Premises or moving such property in the Premises.
30. **Damage to Property.** The 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.
31. **Change in Ownership.** If ownership of the Premises or the name or address of the party entitled to Rent changes, 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. Any

transfer of title to the Premises will be subject to this Lease.

32. **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 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 shall be as a month-to-month Tenant, subject to all conditions of this Lease except the term hereof, and the rent for the first 6 months will be 125% of the rent being paid by Tenant's prior to the expiration or termination, and for the next 6 months will be 150% of that amount.
- 32.1. **Keys.** Tenant will surrender to Landlord all Keys to the Premises.
- 32.2. **Removal / Restoration.** With County's advance written approval, Tenant may leave all TIs and Alterations in place, otherwise Tenant will return the Premises to the same condition it was in at the time of this Lease execution, ordinary wear and tear excepted.
- 32.3. **Personal Property and FF&E.** Unless the Parties agree otherwise in writing upon notice from the County, Tenant will remove all Personal Property and FF&E from the Premises. Thirty days following receipt of written demand for such removal, should Tenant fail to complete removal, Personal Property and FF&E will be deemed abandoned and County may, without notice or payment of any compensation to Tenant, use, sell, destroy, or dispose of such Personal Property and FF&E without any further liability or obligation to Tenant.
33. **Parking.** Depending on availability, Tenant may under separate agreement with Pima County Parking Operations, contract for parking space within Building. As of the writing of this Lease, Tenant contracts with Parking Operations for one parking space.
34. **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 C** 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.
35. **Signs.** Tenant may, upon obtaining any necessary permits from governmental authorities and with the advance written approval of County, erect, maintain, and repair at Tenant's own

expense, signs of such dimensions and materials as it may desire. Tenant is responsible for all costs associated with the design, manufacture, installation, permitting, and connecting of any utilities necessary for any signage on the interior or exterior of the Building or in the Premises. County's consent shall not be unreasonably withheld.

36. **Indemnification.** To the fullest extent permitted by law, each party will indemnify, defend, and hold harmless the other, its officers, employees and agents from and against any and all losses, costs, or expenses (including reasonable attorney fees) incurred or suffered by the indemnified party 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 indemnifying party, its agents, employees, invitees or anyone under its direction or control or acting on its behalf.

37. **Default.**

37.1. **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:

37.1.1. *Operations of the Premises.* The vacating or abandonment of the Premises, or cessation of activities thereon, or any portion thereof, by Tenant, where such abandonment shall continue for a period of thirty (30) calendar days after notice of such default is sent by Landlord to Tenant.

37.1.2. *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.

37.1.3. *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.

37.1.4. *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.

37.1.5. *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.

37.2. **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.

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

38. **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 :

C-Cubed Unlimited, Inc. /DBA Quik Print
Attention: Melissa Perez
33 N. Stone Suite 145
Tucson, AZ 85701
Email: melissa@quikprintonline.com

County:

Director, Pima County Facilities Management
150 W. Congress Street, 3rd Floor
Tucson, Arizona 85701
Email: FM_Leasing_Services@pima.gov

39. **Receipt of Notice.** Any notice given as indicated in section 38 will be deemed to have been given on the date of receipt, or if delivery is refused, on the date of such refusal.
40. **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.
41. **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.
- 41.1. **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.
- 41.2. **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.

41.3. **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.

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

41.4.1. Tenant breaches the obligations stated in section 41;

41.4.2. 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;

41.4.3. 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

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

41.5. **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 Building 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 Building.

41.6. **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.

41.7. **Survival.** Tenant's and County's obligations under this Section 41 will survive the expiration or earlier termination of this Agreement and vacation of the Facility.

42. **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.

43. **Condemnation.**

- 43.1. **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.
- 43.2. **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.
44. **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.
45. **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.
46. **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.
47. **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.

48. **Professional Fees.** County represents and warrants to Tenant it has not dealt with any broker in connection with this Lease transaction. If there are any associated third-party commissions, fees or costs, related to this Lease that have been incurred by Tenant, they will be paid by Tenant pursuant to a separate agreement between Tenant and third party.
49. **Non-Discrimination.** The parties will comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.
50. **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.
51. **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.
52. **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.
53. **Conflict of Interest.** This Lease is subject to cancellation pursuant to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.
54. **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.
55. **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.
56. **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 D**.

57. **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.

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

PIMA COUNTY, ARIZONA

C-Cubed Unlimited, Inc. /DBA Quik
Print

By: _____

Adelita S. Grijalva
Chair, Board of Supervisors

By: 
Authorized Signer C. JAEGER

Date: _____

Date: 2/5/2024

ATTEST:

By: _____

Melissa Manriquez
Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:

By: 

Tony Cisneros, Director
Pima County Facilities Management

Date: 2-6-2024

APPROVED AS TO FORM:

By: 

Kyle Johnson
Deputy County Attorney

Date: 2/2/2024

EXHIBIT A
Aerial of Building

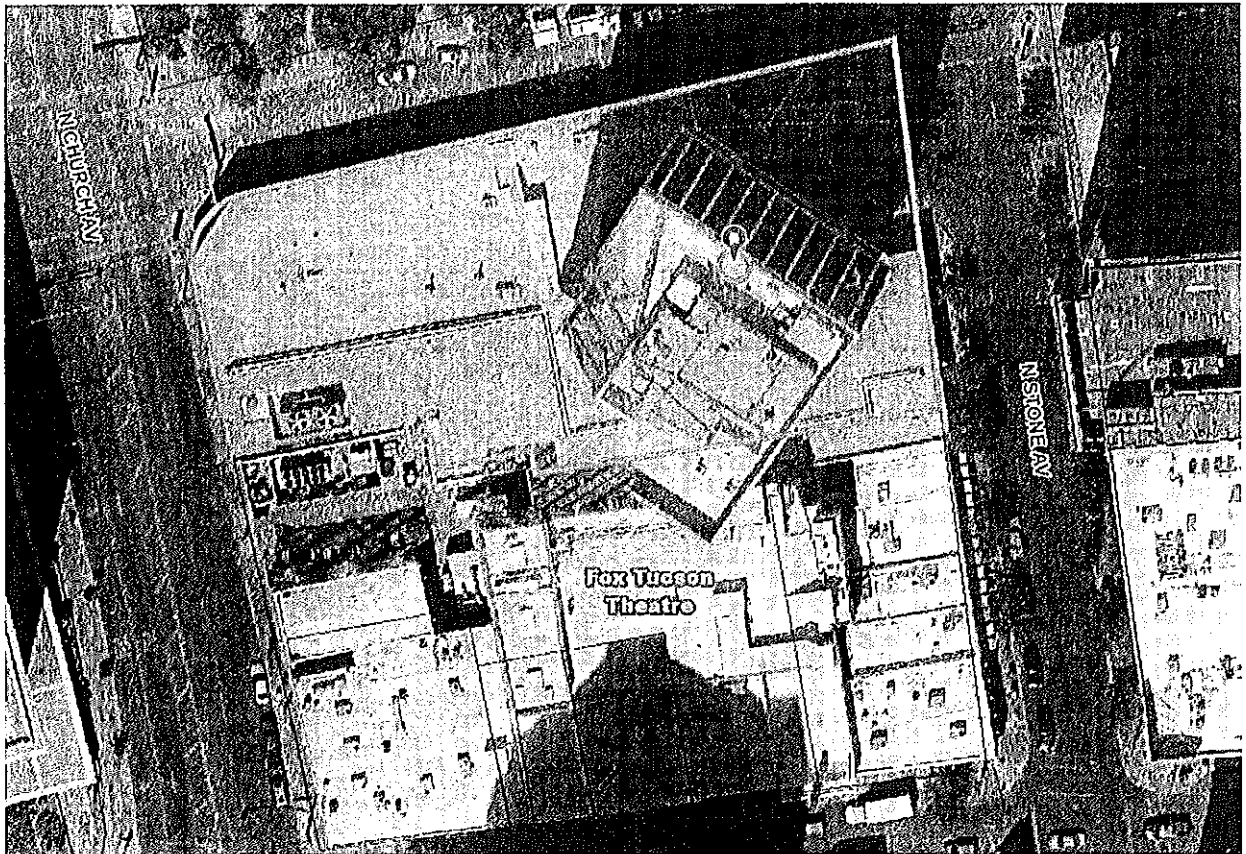
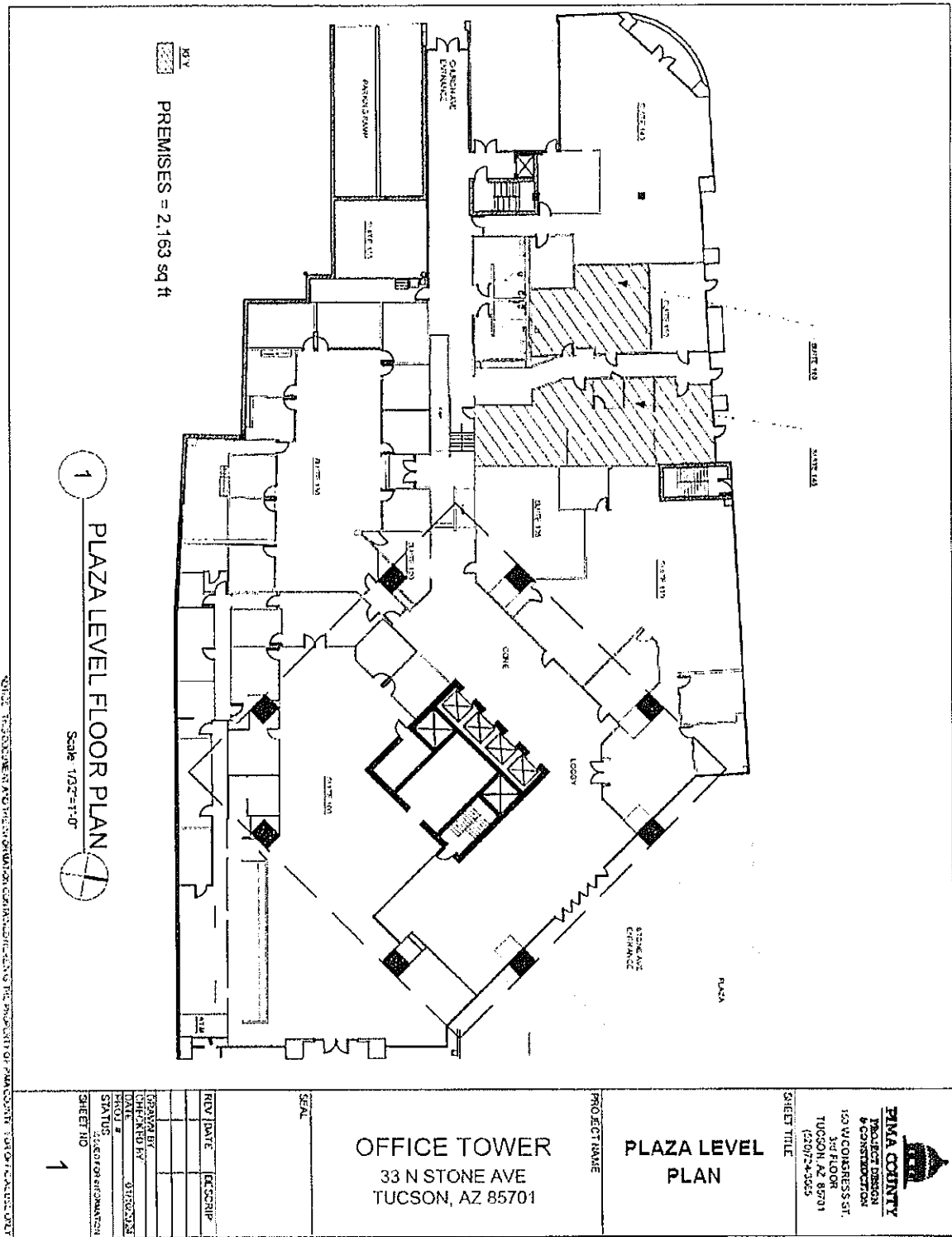


EXHIBIT B
Premises



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 D
TOBACCO AND VAPE-FREE POLICY C 3.18 Page 1 of 2

PIMA COUNTY, ARIZONA

BOARD OF SUPERVISORS POLICY

Subject: Tobacco and Vape-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 D

TOBACCO AND VAPE-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