



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

**Requested Board Meeting Date:** July 5, 2016

**or Procurement Director Award** ☐

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**Contractor/Vendor Name (DBA):** Pima Prevention Partnership, Inc., an Arizona nonprofit corporation

**Project Title/Description:**

Lease of Space in 160 North Stone building

**Purpose:**

Support Pima Prevention Partnership's nonprofit programs, while ensuring that 97 E. Congress is available for occupancy by Caterpillar.

**Procurement Method:**

No auction required. Notice of the lease is being published as required by A.R.S. 11-256.01. The Board is being asked to approve the basic lease terms because it normally approves non-auctioned leases under A.R.S. 11-256.01. But the lease is within the Procurement Director's signature authority, so the final form of lease will be approved and executed by her after approval by the County Attorney's Office.

**Program Goals/Predicted Outcomes:**

Pima Prevention Partnership operates a teen court program that provides a sentencing option for 12-17 year old youths who are arrested for shoplifting, marijuana possession, criminal damage, theft, assault, and other first and second offense misdemeanors. These youths and their parents and/or guardians are referred by the Juvenile Court Probation Officers and a peer jury decides their constructive sentence. The sentence typically includes family education in basic communication skills, gang prevention, responsible decision-making, letters of apology, Teen Court jury duty and a series of educational workshops and community service learning experiences.

**Public Benefit:**

PPP has been operating its teen court program using leased space in the County's 97 E. Congress building since 2008. Entering into this new lease will enable PPP to continue its important work, while vacating the space in 97 E. Congress for occupancy by Caterpillar. The Caterpillar lease was previously approved by the Board.

**Metrics Available to Measure Performance:**

The premises consists of approximately 2,947 square feet of space on the third floor of the 160 N. Stone building. The Lease is for a 2-year term. PPP will pay rent of \$1,468.00 per month, which is the same amount it is paying now.

**Retroactive:**

No.

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**Original Information**

Document Type: CTN Department Code: FM Contract Number (i.e., 15-123): 16\*199  
Effective Date: 8/1/2016 Termination Date: 7/31/2018 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount: \$ \_\_\_\_\_ ☒ Revenue Amount: \$ 35,232.00  
Funding Source(s): not applicable

Cost to Pima County General Fund: \$0.00

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.

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**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: \_\_\_\_\_

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Contact: Melissa Loeschen

Department: Facilities Management Telephone: 724-8230

Department Director Signature/Date: [Signature] 6/22/16

Deputy County Administrator Signature/Date: [Signature] 6-22-16

County Administrator Signature/Date: [Signature] 6/23/16  
(Required for Board Agenda/Addendum Items)

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## **LEASE AGREEMENT**

This Lease Agreement (this "Lease") is made and entered into as of July 16, 2016 (the "Effective Date"), by and between Pima Prevention Partnership, an Arizona non-profit corporation ("Tenant"), and Pima County, a political subdivision of the State of Arizona ("Landlord").

### **RECITALS**

- A. Landlord owns a three story building located at the southeast corner of North Stone Avenue and Alameda Street with a street address of 160 N. Stone in Tucson, Arizona (the "Building").
- B. Tenant operates, on a nonprofit basis, a teen court program that provides a sentencing option for 12-17 year old youths who are arrested for first and second offense misdemeanors. The program includes family education, gang prevention, instruction in responsible decision-making, letters of apology, and community service learning experiences.
- C. Tenant has been successfully leasing premises in a different downtown office building owned by Landlord, and wishes to continue its presence in the downtown business district.
- D. This Lease is being entered into pursuant to A.R.S. § 11-256.01. Notice of the Lease has been published as required by law.

### **AGREEMENT**

- 1) **EFFECTIVE DATE.** This Lease will not become effective if, as of the Effective Date, the County has received a bid for the lease under A.R.S. § 11-256.01.
- 2) **LEASE/PREMISES.** In consideration of the rent to be paid and all terms, conditions, covenants, and agreements contained in this Lease Agreement, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, approximately 2,947 rentable sq. ft. of space on the third floor of the Building, (the "Premises") as shown on the diagram attached as Exhibit A. Parking is not included in the Premises. Tenant will also have the right to use, on a shared basis, a conference room on the third floor, as shown on Exhibit A. Tenant must coordinate this use with the Landlord or, if the conference room has been leased to another entity, then with that entity.
- 3) **TERM.** The term of this Lease (the "Term") will commence on the date that Tenant begins moving into the Premises (the "Commencement Date"), which must be no later than August 1, 2016, and will continue until the date that is 2 years after the first day of the month following the Commencement Date. This Lease will automatically terminate if Landlord receives a bid for the Lease requiring an auction under A.R.S. § 11-256.01.
- 4) **EARLY TERMINATION BY TENANT.** Tenant may terminate this Lease at any time with written notice to Landlord if Tenant shows that its funding has dropped so materially that

Tenant cannot reasonably maintain its obligations under this Lease and that Tenant, as a result, is either ceasing its operations, or moving into a space at a rental rate that is less than the rent paid by Tenant under this Lease. Tenant will give Landlord at least 30 days' advance written notice of such a termination.

5) IMPROVEMENTS OR ALTERATIONS TO THE PREMISES.

- a) *Landlord's Approval Required.* Tenant may not make or cause to be made any alterations, additions or improvements ("Alterations") to the Premises, including any non-structural cosmetic changes, without first obtaining written approval from the Director of the Pima County Facilities Management Department (the "Director"), which will not be unreasonably withheld. Tenant may not make any change to the exterior of the Building.
- b) *Plans, Specifications, Permits.* Tenant will provide plans, specifications and any other related document for any Alterations requiring Landlord's approval, prior to applying for any permits. Prior to commencement of the work, Tenant will obtain any necessary governmental approvals and permits needed for the work.
- c) *Workmanship.* Tenant will construct or install any approved Alterations at its own expense in a good and workmanlike manner, with all work being performed by licensed contractors. Landlord has the right to inspect Alterations as they are being built.
- d) *Compliance with Law.* All improvements must comply with all applicable federal, state and local statutes, codes, ordinances, rules and regulations.
- e) *Indemnification.* All construction contracts must include an indemnification provision requiring the contractor to indemnify, defend, and hold harmless Landlord from all losses, claims, suits, demands, expenses, attorney's fees, or actions of any kind or nature arising from any negligent or intentional act, error, or omission of contractor or any employee or subcontractor of contractor.
- f) *Insurance.* Tenant will require all contractors to obtain insurance coverage of a type and amount acceptable to Landlord and name Tenant and Landlord as additional insureds with respect to liability arising out of the performance of said contracts. Within thirty (30) days after completion of any alterations or improvements, Tenant will deliver to Landlord a complete and reproducible set of the plans and specifications of the Alterations as built.
- g) *Property of County.* All improvements placed upon the Property will become the property of Landlord at the time they are placed thereon, and will be surrendered to Landlord upon termination of this Agreement free and clear of all liens and encumbrances of every kind and in good and operable condition, excluding

reasonable wear and tear.

- i) *Contractor's Insurance.* Tenant will provide or have its contractors provide to Landlord, builder's risk coverage in the amount equal to the full construction cost including change order costs of the Alterations. The policy must satisfy the following conditions:

1. Pima County, Contractor, subcontractor and any others with an insurable interest in the work shall be Insureds on the policy, excluding contractor's, subcontractor's and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees, which insurance Contractor shall maintain in effect until the Project is complete.
2. Coverage shall be written on a "special form", replacement cost basis with a company reasonably acceptable to the County and shall include coverage for soft costs, flood and earth movement as well as coverage for losses that may occur to the existing County building or any damage during equipment testing.
3. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than Pima County, has an insurable interest in the property required to be covered.
4. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.
5. Policy shall specifically cover loss or damage arising as a consequence of faulty workmanship or materials;
6. Policy shall include coverage for delay costs to include loss of revenue, loss of investment income, continued payment of debt service, and the costs of Project redesign if a covered loss ensues as a result of design error;
7. The Policy/Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.
8. Policy shall contain a waiver of subrogation against Pima County.
9. Contractor is responsible for the payment of all deductibles under the Builder's Risk/Installation Floater policy and the deductibles shall be the sole responsibility of the Tenant or its contractor.

- 6) USE.

- a) Permitted Uses: Tenant may use the Premises only for the operation of its nonprofit programs as described in the recitals.
- b) Prohibited Activities: Tenant will not permit any unlawful activities on the Premises, or any activities that unduly interfere with other Building occupants or the activities of neighboring property owners/occupants.
- c) 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 or the Building 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 Building occurring during the term of this Lease that is caused by Tenant or its agents, employees, contractors or invitees.
- d) Rules and regulations. Tenant and its employees, agents, contractors and invitees will abide by Landlord's rules and regulations for the Building, as they may be amended from time to time by Landlord, concerning, among other things, sanitation, handling of trash and debris, loading and unloading of trucks and other vehicles, safety and security. Such rules and regulations will not unduly limit or impair Tenant's permitted use of the Premises. The current Rules and Regulations are set forth in Exhibit B.
- e) Sustainability Plan. In accordance with Landlord's Sustainability Plan, Tenant will use all reasonable efforts to use recycled products or re-use and recycle materials used in the Premises.
- f) Security. Tenant will provide at its expense all security systems and/or personnel for the Building
- g) Parking. No parking is provided under this Lease. Tenant is responsible for the cost of obtaining off-site parking spaces for its employees, clients and guests.
- h) Move-In. Landlord will move Tenant's personal property (including furnishings, fixtures, and equipment) from the building located at 97 E. Congress Street, into the Premises, installing any fixtures as necessary, and bearing all expenses associated with move-in.

7) RENT.

- a) Base Rent. Tenant will pay Landlord rent, in advance, in the amount of \$1,468.00 per month. The first installment of rent will be due on the Commencement Date and will be prorated if the Commencement Date is not on the 1<sup>st</sup> of a month. Subsequent installments will be due on or before the first of each month thereafter. Tenant will pay a late fee in the amount of \$100 if rent is not received by the County the 10<sup>th</sup> day of any month. Rent will be delivered to Pima County Government, Finance-Revenue Management Division, 33 N. Stone, 6<sup>th</sup> Floor, Mail Stop: DT-BAB6-404, Tucson, Arizona 85701 or such other location as Landlord instructs Tenant in writing.
  - b) Taxes. In addition to Base Rent, Tenant will pay all applicable taxes related to this Lease, including any applicable rental taxes for which Landlord is responsible. Tenant will also pay the government property lease excise tax under A.R.S. § 42-6201 et seq. if it is subject to that tax.
- 8) MAINTENANCE AND REPAIRS.
- a) Structural and Building Systems. Subject to Section 14) concerning damage resulting from a casualty, Landlord will make maintain and repair the exterior and structural portions of the Building and Premises and all major Building systems. This includes maintenance and repair of the roof, facade, HVAC system (including air conditioning motor, compressor and chiller), elevator inspections, annual fire suppression inspection, and annual back flow preventer inspection. Landlord is not responsible for maintenance and/or repair of Tenant's installed furniture, fixtures, equipment, signage or glass breakage.
  - b) Notification to Landlord. If repairs for which Landlord is responsible are needed, Tenant will notify Landlord or its agent, and Landlord will cause any necessary repairs and/or replacements to be done within a reasonable period of time.
  - a) Access to the Premises. Tenant will permit Landlord and Landlord's authorized representatives to enter the Premises at times reasonably convenient to Tenant for purposes of inspection, making any repairs and performing any work necessary for Landlord to comply with the provisions of this Section 8). Landlord, in the performance of any such work, will cause as little inconvenience, annoyance, disturbance, or damage to Tenant as reasonably possible under the circumstances.
  - b) Cleaning & Interior Maintenance. Tenant will provide and pay for janitorial supplies and services to the Premises. Tenant is also responsible for all maintenance, replacement and minor repair of all interior flooring, wall finishes, ceilings, lighting fixtures (including ballasts and bulbs), doors and windows (including breakage of any interior or exterior glass, interior or exterior window washing, hardware and locks, toilet stoppage, plumbing fixtures, and of any Tenant signage).

- c) Tenant Damage. Tenant will, with Landlord's advance approval, promptly repair any damage done to the Premises or the Building caused by any employee, student, agent, contractor or invitee of Tenant to Landlord's building standards.
- 1) **UTILITIES**. Landlord will provide all utilities to the Premises, including electricity, gas, water, sewer, and trash collection. Tenant is responsible for supplying and installing its own telephone equipment, and obtaining its own telephone and internet service at Tenant's expense.
- 2) **INSURANCE**. Landlord will obtain and maintain property insurance for the Building, and may self-insure for such losses. Tenant will insure its personal property at the Premises. Tenant will also carry, at all times during the Term, commercial general liability insurance or its equivalent in the amount of \$2,000,000.00 for each occurrence. The policy must be endorsed to include Landlord as an additional insured and must be primary insurance and non-contributory with respect to all other available sources. Tenant must provide Landlord with evidence of insurance prior to moving into the Premises. The Tenant's insurance shall be. Landlord, from time to time, may reasonably increase the amount of coverage for insurance upon giving Tenant thirty (30) day written notice.
- 8) **DEFAULT**.
  - a) Tenant Default. The occurrence of any one or more of the following events constitutes a default and breach of this Lease by Tenant:
    - i) *Non-use of Premises*. Tenant vacates or abandons the Premises or ceases its activities at the Premises, and this abandonment continues for a period of ten (10) calendar days after Landlord sends notice of the default to Tenant.
    - ii) *Monetary Obligations*. Tenant fails to make any payment due under this Lease, and this failure continues for a period of ten (10) calendar days after the payment is due.
    - iii) *Violation of Law*. Tenant conducts, permits (either tacitly or explicitly) or fails to take reasonable steps to prevent or stop, any unlawful activity on the Premises.
    - iv) *Health and Safety Violation*. Tenant does anything that, in Landlord's reasonable judgment, causes a material threat to the health or safety of the general public or any occupants or users of any part of the Building.
    - v) *Other Covenants*. Tenant fails to observe or perform any other restriction or obligation to which Tenant is subject under this Lease, and that failure continues for a period of thirty (30) days after Landlord provides Tenant with written notice of the problem; provided, however, that if the nature of the problem is such that it cannot reasonably be cured within 30 days, then



Tenant will not be in default if Tenant commences the cure within that 30-day period and diligently prosecutes it to completion, which must occur no later than one hundred twenty (120) days after the notice from Landlord.

- b) Landlord Default. Landlord will be in default of this Lease if it fails to observe or perform any restriction or obligation to which it is subject under this Lease, and that failure continues for a period of thirty (30) days after Tenant provides Landlord with written notice of the problem; provided, however, that if the nature of the problem is such that it cannot reasonably be cured within 30 days, then Landlord will not be in default if Landlord commences the cure within that 30-day period and diligently prosecutes it to completion.
  - c) Remedies. Either party may pursue any remedies provided by law and in equity for the breach of this Lease, including termination of the Lease.
- 9) **NOTICES.** All notices to be given under this Lease must be in writing and 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: Chairman, Board of Directors  
Pima Prevention Partnership  
d/b/a Teen Court  
160 N. Stone Avenue, 3<sup>rd</sup> Floor  
Tucson, Arizona 85701
- LANDLORD: Pima County  
Attn: Director, Pima County Facilities Management  
150 W. Congress St., 3<sup>rd</sup> Floor  
Tucson, Arizona 85701
- 10) **ASSIGNMENT/SUBLEASE.** Tenant may not assign its rights or obligations under this Lease or sublease the Premises in whole or in part without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Such an assignment or sublease, if permitted, does not release the Tenant from any obligation under this Lease.
  - 11) **SALE OF BUILDING.** If Landlord desires to sell the Building, it will do so only subject to the terms and conditions of this Lease and will provide at least thirty (30) days' notice of any such sale. Landlord's rights and obligations under this Lease will be automatically assigned to the new owner as of the closing of the sale, and Landlord will be fully released from any obligation under this Lease.
  - 12) **FURNISHINGS.** Tenant has the right to remove from the Premises all furnishings, fixtures, and equipment installed in the Premises by Tenant. However, in removing any such furnishings, fixtures, or equipment, Tenant will make repairs at Tenant's expense so the

Premises are left in “rentable” condition, 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.

- 13) **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, except as to any leasehold improvements to the Premises owned by the Tenant.
- 14) **DESTRUCTION OF PREMISES.** If at any time during the Term of this 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 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 abate by the percentage of the total space which is unavailable or not reasonably useful to Tenant.
- 15) **INSPECTION.** Landlord will be given access to Premises to view and inspect its condition and state of repair of any building system upon reasonable notice to Tenant.
- 16) **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, this lease may be terminated by the Landlord or the Tenant without further obligation on the part of either party.
- 17) **DAMAGE TO PROPERTY.** Tenant will permit no waste or damage to the Building and that it will keep all improvements placed upon the Premises in reasonably good order and reasonably good state of repair.
- 18) **QUIET ENJOYMENT.** Landlord owns the Building and has the full right to make this Lease. 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.
- 19) **SIGNS.** Tenant may, upon obtaining any necessary permits from governmental authorities, and the advance written approval of the design and location of the signs by Landlord, install, maintain and repair at Tenant's own expense signage to the Building. Landlord's consent will not be unreasonably withheld.
- 20) **CHANGE IN OWNERSHIP.** If ownership of the Building or the name or address of the party entitled to rent under this Lease 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.
- 21) **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 125% of the monthly rent due during the last full month of the preceding term.

- 22) **INTERPRETATION OF LEASE.** Each party has had the opportunity to review this Lease with counsel of its 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.
- 23) **ENTIRE AGREEMENT.** This agreement contains the entire agreement between the parties with respect to the Building and the Premises, and any previous agreements, negotiations, or understandings regarding the Building and the Premises 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.
- 24) **NON-DISCRIMINATION.** 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.
- 25) **APPROPRIATION OF FUNDS.** Landlord's ability to perform its obligations under this Lease is dependent upon the appropriation of funds by the Pima County Board of Supervisors. If the Board fails to appropriate the necessary funds, or if funding becomes otherwise not legally available to Landlord, then Landlord may cancel this Lease without further duty or obligation to Tenant. Landlord will notify Tenant as soon as reasonably possible after the unavailability of said funds comes to its attention.
- 26) **CONFLICT OF INTEREST.** This Lease is subject to cancellation under A.R.S. § 38-511 for conflicts of interest.
- 27) **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 C, 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 must be brought and maintained 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 without the necessity of amending the Lease.

- 28) **AMERICANS WITH DISABILITIES ACT.** Both parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and 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.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and date first written above.

PIMA PREVENTION PARTNERSHIP  
d/b/a TEEN COURT

PIMA COUNTY, a political subdivision  
of the State of Arizona

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Mary Jo Furphy  
Procurement Director

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

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Director, Facilities Management Dept.

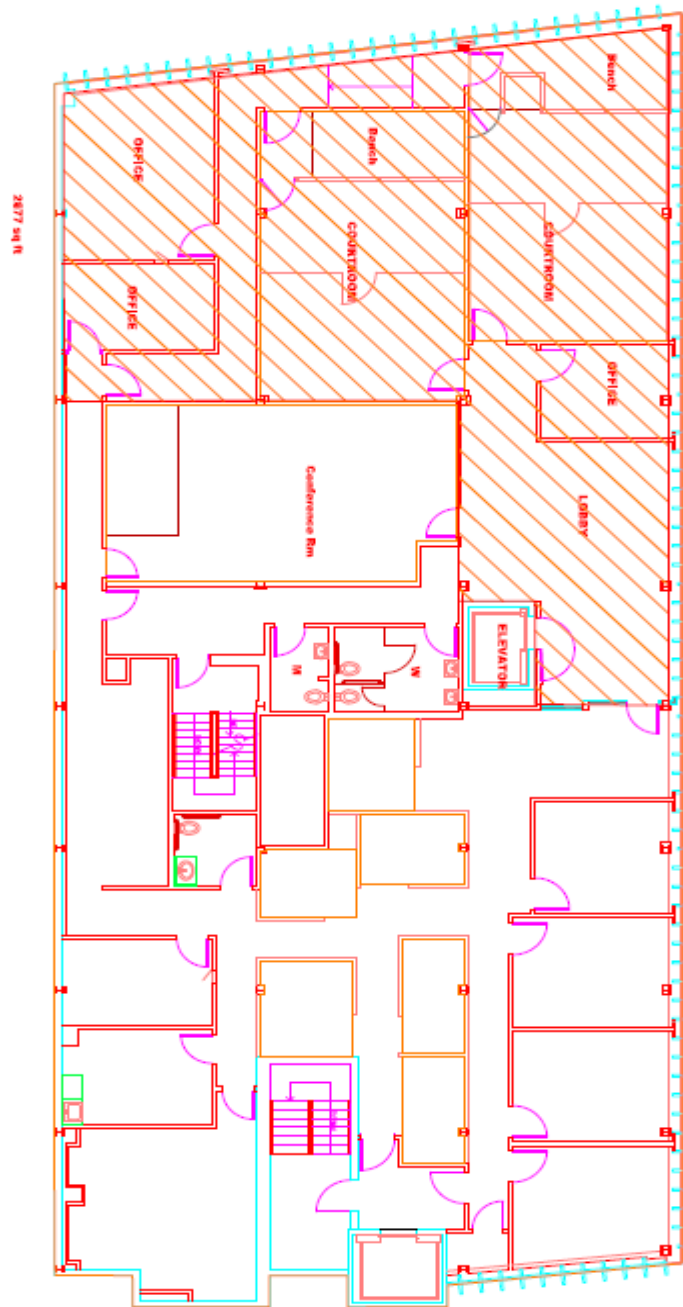
APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Attorney

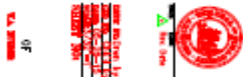
Exhibits:

- A: Exterior diagram showing Building footprint.
- B: Rules and Regulations for the Building.
- C: Pima County Board of Supervisors' Policy # C. 3.18 Tobacco-Free Environment

# EXHIBIT A



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



County Building 160  
160 N Stone Avenue  
Tucson, Arizona

3rd FLOOR  
TEEN COURT —Proposed

## **EXHIBIT B**

### **RULES AND REGULATIONS**

Re: 160 N. Stone, Tucson, Arizona

Tenant: Pima Prevention Partnership

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. 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 by reason of noise, odors and/or vibrations. 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 the Tucson Fire Department or other 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. Tenant will direct their 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. 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 keys provided by Landlord or other keys Tenant has made with Landlord's approval. 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 Tenant's occupants and the protection of the Building.
14. 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.
15. 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 Tenant, in such manner as Landlord deems best for the benefit and safety of the Tenant.
16. 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.
17. The exterior areas 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.



18. Upon the termination of the tenancy, Tenant will deliver to Landlord all keys to the Premises that have been furnished to Tenant.
19. No electrical cooking appliances other than microwave ovens and coffee machines are allowed in the Premises.

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## EXHIBIT C

 <b>PIMA COUNTY, ARIZONA BOARD OF SUPERVISORS POLICY</b>		
<b><u>Subject:</u></b> Tobacco-Free Environment	<b>Policy Number</b>	<b>Page</b>
	C 3.18	1 of 2

### **Purpose:**

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

### **Background:**

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

### **Policy:**

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

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

### **Definitions:**

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

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



## PIMA COUNTY, ARIZONA BOARD OF SUPERVISORS POLICY

<b><u>Subject:</u></b> Tobacco-Free Environment	<b>Policy Number</b>	<b>Page</b>
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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