



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: November 10, 2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Vector Launch, LLC, a Delaware limited liability company ("Tenant")

***Project Title/Description:**

Lease of warehouse/office space located at 350 S. Toole Ave and storage lot located at 5707-5711 N. Camino De La Tierra

***Purpose:**

Lease of warehouse/office space located at 350 S. Toole Ave and storage lot located at 5707-5711 N. Camino De La Tierra to Vector Launch, LLC

***Procurement Method:**

"Exempt pursuant to Pima County Code section 11.04.020.D."

***Program Goals/Predicted Outcomes:**

Lease warehouse/office space and storage lot to the newly formed Vector Launch, LLC, so they may operate in the same location as their predecessor and continue their work developing rocket technologies and rapid, economical deployment of commercial micro-satellites.

***Public Benefit:**

Leasing this space allows Vector Launch to continue to employ and potentially expand its workforce within Pima County, allowing for high-paying jobs and additional economic development opportunities for the County. Rental revenue for the space affords the County additional revenue streams necessary for growth and development.

***Metrics Available to Measure Performance:**

Greater economic activity, higher paying jobs, lower unemployment. Expansion and continued development of businesses focused on forward-looking, leading-edge technologies.

***Retroactive:**

No.

To: COB-10-16-20
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(1)

Contract / Award Information

Document Type: CTN Department Code: FM Contract Number (i.e., 15-123): 21-035
Commencement Date: 11/10/2020 Termination Date: 11/09/2021 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$* _____ ☒ Revenue Amount: \$ 151,439.40

***Funding Source(s) required:**

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

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

If Yes, is the Contract to a vendor or subrecipient?

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 (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
☐ Expense or ☐ 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:**

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match 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

Department: Facilities Management

Telephone: 520-724-8230

Department Director Signature/Date: [Signature] 10/15/2020

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. Delaney 10/15/20

(Required for Board Agenda/Addendum Items)

Pima County Department of Facilities Management

Project: Lease of warehouse/office space at 350 S. Toole Ave and storage lot located at 5707-5711 N. Camino De La Tierra

Contractor: Vector Launch, LLC, a Delaware limited liability company ("Tenant")

Amount: \$151,439.40

Contract No.: CTN-FM-21-035

LEASE AGREEMENT

This Lease Agreement ("**Lease**") is entered into by and between Vector Launch, LLC, a Delaware limited liability company ("**Tenant**" or "**Vector**"). PIMA COUNTY, a political subdivision of the State of Arizona ("**County**"), and PIMA COUNTY FLOOD CONTROL DISTRICT, a special taxing district and political subdivision of the State of Arizona ("**District**").

1. Background and Purpose.

- 1.1. County owns a building (the "**Building**") located at 350 S. Toole Avenue, Tucson, AZ 85701, situated on Tax Parcel #117-06-320D, which contains approximately 43,500 square feet. Interior space consists of approximately 35,625 square feet of warehouse space and 7,875 square feet of office space. The Building and Parcel are shown on **Exhibit A**.
- 1.2. Tenant has developed rocket technology, and a business model, that allows for rapid and economical commercial deployment of micro-satellites.
- 1.3. Tenant's predecessor previously occupied the Building under a lease agreement with the previous building owners and Tenant was occupying portions of the interior of the Building when County acquired it. Tenant wishes to continue occupying a portion of the Building.
- 1.4. The Building has associated with it certain exterior areas for the common use of all Building occupants, including but not limited to, streets, sidewalks, canopies, roadways, parking lots, landscaped areas, loading platforms, and other similar facilities (the "**Common Areas**").
- 1.5. County has authority, pursuant to A.R.S. § 11-256(F), to lease property, without an auction, to an "entity that owned, leased or otherwise possessed the property to be leased immediately before purchase or acquisition by the county or to other persons or entities leasing property for a term that would expire within four years after the purchase or acquisition by the county."

- 1.6. County staff obtained an appraisal of the fair rental value of the Building, and the rental rate in this Lease is based on that appraisal.
- 1.7. District posted and published notice of this Lease in compliance with A.R.S. § 48-3603(K) and received no request to submit the lease to public auction. The rent for the Lot reflects the market rental value of the property as determined by the District.

2. **Lease/Premises.**

- 2.1. **Lease.** In consideration of rent monies and all terms, conditions, covenants, and agreements contained herein, County hereby lets to Tenant and Tenant hereby leases from County, approximately 21,640 rentable square feet ("**RSF**") within the Building, which includes approximately 2,700 square feet of office space ("**Office Space**"), and 18,940 square feet of warehouse space ("**Warehouse Space**"), as shown in **Exhibit B**. Tenant may also use the Common Areas on a nonexclusive basis in common with Landlord and any other Building occupants.
- 2.2. **Lot.** Tenant may also use, for the storage of personal property, a 10,440 square-foot portion of a 10.20 acre fenced/gated lot, tax parcel # 101-07-111A, located at 5707-5711 N. Camino De La Tierra, as shown on **Exhibit C** (the "**Lot**" and, together with the Office Space and Warehouse Space, the "**Premises**"). The Lot is owned by the District. "**Landlord**" as used in this Lease means the County with respect to the Building and District with respect to the Lot. Tenant acknowledges that the access gate for the Lot will be shared with District. Tenant will position its personal property on the Lot in a manner that does not interfere with District's access, taking into account the size, type, and turning radius of District's vehicles.
- 2.3. **Condition of Premises.** Landlord will deliver the Premises in its "as-is" condition, with no warranties regarding its condition or its suitability for Tenant's intended uses.
3. **Term.** The Initial Term of this Lease is a period of one-year commencing on the date the Lease Agreement is fully executed.
4. **Options to Extend.** If Tenant is not in default under the Lease, Tenant may extend the Initial Term of the Lease for up to 2 additional 1-year periods (each, an "**Extension Term**") by providing written notice to the Landlord two (2) months prior to end of the Initial Term or the prior Extension Term, as applicable. "Term" means the Initial Term and any Extension Term(s) exercised by Tenant.
5. **Early Termination Fee.** Tenant may terminate this Lease at any time but if Tenant does so before the end of the Initial Term, Tenant will pay County an Early Termination fee in an amount equal to the actual cost of any TIs installed for the specific benefit of the Tenant or \$5,000 whichever is less, plus \$5.626. This Early Termination fee will not preclude, or take the place of, any rent due for the period of time prior to the effective date of the termination.

6. **Rent.**

- 6.1. **Base Rent for Office Space and Warehouse Space.** Tenant will pay County rent in the amount of \$150,614.40 annually, which equals \$12,551.20 per month. The Rent will increase 3% for each Extension Term:

Lease Year	Rent/year
Year 1	\$150,614.40
Year 2	\$155,132.83
Year 3	\$159,786.82

- 6.2. **Rent for Lot.** Tenant will pay District Rent of \$825.00 annually, which equals \$68.75 per month.
- 6.3. **Rent Payments.** 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. Tenant will pay interest (simple interest, not compounded) on any late payments of rent, or any other sum due under this Lease that is not paid when due, at the rate of 9% per annum from the date due until paid.
7. **Tenant Improvements.** County will make, or cause to be made, improvements to the portion of the Premises in the Building ("TIs") as follows: construction of full height demising walls to separate warehouse space between Pima County and the Tenant; separation of HVAC and lighting controls for the Tenant's portion of the Building for individual access and control; new doors and walls to separate Tenant's Office Space from the County's areas; construction of a new Pima County ITD Room and lobby; adding access controls to fire riser room and mechanical chase. County will construct the TIs in a good and workmanlike manner, according to specific plans and specifications to be developed by County. Tenant will cooperate fully with County by repositioning and removing its personal property in a timely and expeditious manner to accommodate the construction of the TIs. If Tenant does not remove or reposition Personal Property in a timely manner, and County is unable to move forward with the TIs, County may move Tenant's personal property.

- 7.1. **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 connection(s) from a local ISP and will maintain it at its own expense. Tenant will use its own ISP connection hardware. Tenant is responsible all aspects of information technology, networks, systems, equipment and infrastructure that is under its control, and for securing same from intrusion or damage.
 - 7.2. **TI Completion.** County will notify Tenant when the TIs are substantially complete, subject to minor "punch list" items, such that Tenant may begin moving into new spaces. If square footage has been altered from what is initially described in **Exhibit B**, the Director of Facilities Management will provide a letter indicating the revised RSF and the Rent will be adjusted in a proportionate manner.
8. **Alterations.** Tenant during the Term will not make, or cause to be made, any changes, alterations, additions, substitutions or improvements to the Premises (collectively, "**Alterations**"), without first obtaining prior written consent from the Landlord and may not make any Alterations to any other portion of the Building.
 - 8.1. **Quality.** All Landlord-approved Alterations will be carried out by Tenant using licensed contractors and subcontractors in good standing with the Arizona Registrar of Contractors and reasonably acceptable to Landlord. Alterations will be made in a good and workmanlike manner in compliance with all codes and other applicable laws and regulations, and in compliance with any Landlord-approved Plans.
 - 8.2. **Liens.** Tenant will timely pay all contractors, subcontractors, mechanics, laborers, or materialmen providing materials or services with respect to the Alterations, and will not permit any lien to attach to the Premises or any interest therein, and will indemnify and defend Landlord against all legal costs and charges resulting from any such lien.
 - 8.3. **Removal of Alterations.** Tenant, upon Lease expiration, will not be required to remove any wiring, cabling or any improvement or alterations made by Tenant, whether as part of the initial buildout or as a later Alteration.
9. **Operating Expenses.** In addition to Rent, Tenant will pay Tenant's Proportionate Share of all Operating Expenses.
 - 9.1. **Tenant's Proportionate Share.** Tenant's Proportionate Share is 49.74% based on the RSF of the Warehouse Space and Office Space divided by the total RSF of the Building ($21,640/43,500 = 49.74\%$). Landlord will provide Tenant with an estimate of monthly Operating Expenses and Tenant's Proportionate Share of the estimated Operating Expenses and Tenant will pay this amount in addition to its Rent each month. The Director of Facilities Management may adjust the estimate at any time and from time to time with written notice to Tenant.

92. **"Operating Expenses"** means all of Landlord's direct costs of operation, repair and maintenance of the Premises. Operating Expenses include, but are not limited to, utilities including electrical, water, and sewer charges, trash and recycling collection, security system operation and maintenance, fire and safety equipment and systems, pest control; and Landlord's direct and indirect labor costs for any work done by Landlord's own workforce.
93. **Reconciliation/Audit.** Within ninety (90) days after the end of each fiscal year (July 1 to June 30) and 90 days after termination of the Lease or expiration of the Term, Landlord will give to Tenant a reasonably detailed itemized statement reconciling estimated Operating Expenses paid with actual Operating Expenses during the fiscal year just ended. In addition, Tenant will be entitled, at any time to inspect or audit, at Tenant's expense, Landlord's books and records in order to verify the amount of Operating Expenses for which Tenant is responsible. If such reconciliation or audit reveals that Tenant underpaid, Tenant will pay and additional amounts due within thirty (30) days of receipt of statement or completion of audit; if Tenant overpaid, Tenant will receive a credit in the amount of the overpayment against subsequent Operating Expense payments due hereunder.

10. Landlord Responsibilities.

- 10.1. **Repairs.** Subject to section 19 concerning damages resulting from casualty during the Term, Landlord is responsible for repairs to Building exterior, roof, facade, exterior lighting, structural portions of the Building, all major Building systems such as HVAC systems (including air conditioning), major plumbing systems, (in-wall plumbing and domestic water), and in-wall electrical connections (excluding those necessary for operation of Tenant's computer, office equipment or other Tenant-installed production or manufacturing equipment). Landlord is not responsible for maintenance and/or repair of any of Tenant's installed equipment or systems.
- 10.2. **Maintenance.** Except as set forth in section 11 below, Landlord will perform all routine and periodic maintenance of the Building, annual fire alarm maintenance, certification and maintenance of a back-flow preventer valve, service associated with HVAC and equipment, and security systems.
- 10.3. **Landscaping.** Landlord is responsible for landscaping.

11. Tenant Responsibilities.

- 11.1. **Repair & Maintenance.** Tenant is responsible for the repair and routine maintenance of the interior leased portions of the Premise. This includes, but is not limited to interior walls, floors, carpet, ceiling, windows, doors, glass, garage bay doors and related equipment for opening and closing same, and camera and security systems owned and under the control of Tenant. Tenant is responsible for any and all repairs of trade fixtures, equipment, systems, or anything owned, operated or installed by Tenant.

- 11.2. **Utilities.** Landlord will provide electricity, water, sewer, and trash-and-recycle-collection services to the Premises and the cost of those utilities will be included in the Operating Expenses.
- 11.3. **Electrical Metering of Warehouse Space.** County is in the process of evaluating the Building electrical system to determining if the leased portion of the Building may be separately metered. If the County decides that separate or submetering is possible and practical, County may, at its sole discretion, and at its own expense, install, or cause to be installed submeter(s) within the Building for the purpose of separating service and/or separately calculating electrical usage for the leased portion of the Building. Should this occur, Tenant will pay the actual cost of its electricity usage on a monthly basis, either directly to the provider or to the County, as appropriate, and electricity costs will no longer be included in Operating Expenses.
- 11.3.1. **Separately Metered Service.** Tenant has made certain improvements to the electrical service to accommodate electrical demands for Carbon Fiber Winding machines. If this equipment is used and County, in its sole discretion, determines during the Term that Tenant's Proportionate Share is not sufficient to cover increased electrical costs, Tenant agrees to renegotiate Tenant's Proportional Share or, at its own expense, install or cause to be installed a separate meter or metering system for electrical service operating their Carbon Fiber Winding machines, or any other "high-demand" equipment and pay for all usage.
- 11.4. Tenant will obtain and pay for janitorial services for the Premises.
- 11.5. Tenant will obtain and pay for security services and systems for the Premises.
12. **Taxes.** Tenant will reimburse Landlord for any taxes or assessments that Landlord is required to pay related to this Lease, the Premises, or the rent paid to Landlord under this Lease (including any commercial lease tax and any taxing district assessments that County has agreed to pay under A.R.S. § 48-582(D)), and will pay when due all property taxes on its personal property, and all government property lease excise taxes ("GPLET") due under Title 42, Chapter 6, Article 5 of the Arizona Revised Statutes. Within 30 days after execution of this Lease, the parties will execute and the Landlord will record a memorandum of this Lease in compliance with A.R.S. § 42-6202(C)(1), and the Landlord will provide the County Treasurer with a copy of this Lease as required by A.R.S. § 42-6202(C)(2). On or before November 15 each year during the Term County will calculate the GPLET due and submit it to the County Treasurer on a return form prescribed by the department of revenue and submit a copy of the return to Tenant. Tenant will pay the amount due to the County Treasurer by December 1.
- 12.1. **Sublease and Assignment.** Tenant may not assign its rights and obligations under this Lease or sublease any portion of the Premises without Landlord's prior written consent, which may not be unreasonably withheld.

13. **Common Areas.** Common Areas will at all times be subject to the control and management of County, and County has the right from time to time to change the area, level, location and arrangement of improvements and landscaping within Common Areas and provided that it does not materially interfere with Tenant 's operations. County has the right at any time to temporarily close any portion of the Common Areas for the purpose of making repairs, changes or additions thereto, and County may enter into agreements with adjacent owners for cross-easements for parking, ingress or egress.
14. **Use of Building by Others.** Tenant understands and agrees that County may, at its sole discretion, use or lease other areas within the Building for offices, warehousing or other related purposes. County has plans to utilize a portion of the Building for warehouse, office, and storage space. County retains the right to make any legal use of the Building, and may lease space within the Building to other organizations and agencies for any legal use.
15. **Parking.** Tenant's employees and visitors may park in any unassigned spaces in the Building parking lot as shown in **Exhibit D**. County will not reserve or assign Tenant parking spaces and makes no guarantee of parking availability. All unassigned spaces are available on a first come, first served basis.
16. **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 E** 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.
17. **Permitted Use.** Tenant may use and occupy the Premises for office and warehouse uses and light industrial operations.
18. **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.
 - 18.1. **Licensure/Permits.** Tenant will, if necessary for its operations on the Premises, apply for and obtain any licenses, registrations or permits that may be required during the Term of this Lease and will maintain same in good standing throughout the Term of this Lease.
19. **Tenant Damage.** Tenant will promptly repair any damage done to the Premises by any employee, agent, contractor or invitee of Tenant. Tenant will also be responsible for any maintenance or repairs necessitated by any use of all or a portion of the Premises for other

than normal and customary business operations and/or to the extent required because of Tenant's installation of Improvements or Alterations that are not normal, typical and customary business Improvements.

19.1. **Notification to County.** If a repair is needed, for which County is responsible, Tenant will notify County by email addressed to FM-Tenant_Request@pima.gov, and County will make any necessary repairs and/or replacements within a reasonable period of time.

19.2. **Equipment.** Tenant will maintain, repair and replace all fixtures and equipment 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.

20. **Security and Access.**

20.1. **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. Landlord will utilize its own access technology to secure the Premises.

20.2. **Keys.** Keys/Key Cards for the Property will be provided by Landlord to designated Tenant staff. Tenant will pay to Landlord a standard charge (\$100.00) for any key that is lost, stolen or damaged and must be replaced by Landlord. Tenant will comply with any Landlord rules regarding security procedures. Tenant will, at its own expense, provide any additional security needed for its operation.

20.3. **Security Systems and Services.** Tenant will, at its own expense, provide for its own security systems, security cameras, and security personnel.

20.4. **Landlord Access to the Premises.** Tenant will permit Landlord and Landlord's authorized representatives to enter the Premises for purposes of inspection, making any repairs and performing any work therein as may be necessary for Landlord to comply with its obligations under this Lease Agreement. 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, but without being required to incur additional expenses. If necessary, during emergencies, Tenant will provide keys and immediate, unrestricted access to first responders.

20.5. **Fire Safety Systems.** Landlord 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.

20.6. **Emergency Access.** Landlord may access the Premises at any time should Landlord be required to respond to any emergency situation at the Premises. Tenant will provide keys to first responders.

21. **Signs.**

21.1. **Installation and Maintenance.** Tenant may with Landlord approval, which will not be unreasonably withheld, install exterior and interior signage at its expense, and will maintain, repair and replace all installed signs at its expense. Tenant will remove all exterior signs, and repair any damage done by the removal, at the expiration or termination of the Term.

21.2. **Exterior Signs.** Exterior signs must comply in all respects with the City of Tucson sign codes and are subject to Landlord's approval, which will not be unreasonably withheld. Subject to City sign code requirements, exterior signage may be placed at the top of the Building.

22. **Surrender of Office Space/Warehouse.** Tenant, upon expiration or earlier termination of this Lease, will restore the Office and Warehouse Space to its original condition, except for ordinary wear and tear, unless this obligation is waived in writing.

22.1. Upon the termination of the tenancy, Tenant will deliver to Landlord all keys and/or security access cards for the Office Space or Building that have been furnished to Tenant.

23. **INSURANCE**

23.1. **Landlord's Insurance.** Landlord will obtain and maintain fire and other property insurance for the Building, and may self-insure for such losses.

Tenant will, during the Term, at its sole expense, maintain in full force and effect the following:

23.2. **Commercial General Liability (CGL).** Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

23.3. **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.

23.4. **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.

23.5. **Additional Insured.** The General Liability and Business Automobile Liability Policies shall each be endorsed to include Landlord, 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 .

- 23.6. **Subrogation.** The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Landlord, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Tenant.
- 23.7. **Primary Insurance.** The Tenant's policies shall stipulate that the insurance afforded the Tenant shall be primary and that any insurance carried by Landlord, its agents, officials, or employees shall be excess and not contributory insurance unless Landlord has failed to meet its responsibilities pursuant to this agreement.
- 23.8. **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.
24. **Indemnification.** To the fullest extent permitted by law, Tenant will indemnify, defend, and hold harmless Landlord, its officers, employees and agents from and against any and all losses, costs, or expenses (including reasonable attorney fees) incurred or suffered by Landlord as a result of any damages to property or injuries to persons (including death), or any suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of or directly related to any act, omission, fault or negligence by the Tenant, its agents, employees, invitees or anyone under its direction or control or acting on its behalf, or anyone permitted by Tenant to conduct any activity on the Premises, or in connection with any use or occupancy of the Premises under the terms of this Lease.
25. **Default.**
- 25.1. **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 Landlord may terminate this Lease:
- 25.1.1. *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 Landlord that the payment is due.
- 25.1.2. *Violation of Law.* Use of the Premises for any unlawful or illegal purpose, which use continues for a period of 5 days after written notice from Landlord; provided that Tenant will not be entitled to the benefit of more than one such 5-day grace period during the Term.
- 25.1.3. *Health and Safety Violation.* Any action or omission by Tenant that, in the Landlord's reasonable judgment, causes a threat to the health or safety of the general public or the users of the Building, which continues for a period of 3 days after written notice from Landlord. 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.

25.1.4. *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 Landlord 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 Landlord.

25.2. **Landlord Default.** Landlord will be deemed to be in default under this Lease if Landlord fails to perform any covenant or condition of this Lease to be performed by Landlord 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 Landlord will be in default only if it fails to initiate the cure within thirty days and thereafter diligently pursue the same to completion).

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

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

Tenant : Vector Launch, LLC
 15 E. Putnam Ave., Suite 280
 Greenwich, CT 06830

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

With a copy to:

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

27. **No Liens or Interference.** Tenant agrees not to incur, or if incurred to promptly remove, any obligations, judgments or other actions that would result in a lien or encumbrance on the Premises.

28. **Non-Disturbance.** Landlord 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 shall have thirty (30) days following receipt of a written request from Landlord 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 Tenants best knowledge, Landlord or tenant is in default in the performance of any obligation hereunder and, if so specifying in reasonable detail the nature of such default; and (d) that Tenant has accepted the Premises.
29. **Environmental.** Tenant shall comply with all present and future laws and regulations regulating the environment, hazardous or toxic waste, ambient air, groundwater, surface water, and land use.
- 29.1. **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.
- 29.2. **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 Landlord, 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.
- 29.3. **Environmental Indemnity.** In the event an Environmental Act occurs, Tenant will indemnify, protect, defend, and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities, or losses (including,

without limitation, diminution in value of the Facility or any part thereof, damages for the loss or restriction on use of usable space or of any amenity of the Facility or any part thereof, damages arising from any adverse impact on marketing of space with respect to the Facility 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 Landlord 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 Facility or the soil or groundwater on, under or adjacent to the Facility, or elsewhere in connection with the transportation by Tenant of Hazardous Material to or from the Facility.

29.4. **Environmental Act.** For purposes of this Section 28, "Environmental Act" means an occasion in which:

29.4.1. Tenant breaches the obligations stated in Section 28. Environmental:

29.4.2. the presence (whether consented to by Landlord or otherwise) of Hazardous Material on the Facility or on or in the soil or groundwater under or adjacent to the Facility caused or permitted by Tenant or Tenant's agents, employees, contractors, or invitees results in contamination of the Facility or such soil or groundwater;

29.4.3. contamination of the Facility or such soil or groundwater by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom; or

29.4.4. if contamination occurs elsewhere in connection with the transportation by Tenant Hazardous Material to or from the Facility.

29.5. **Clean-Up.** Without limiting the foregoing, if the presence of any Hazardous Material within the Facility or the soil or groundwater under or adjacent to the Facility caused or permitted by Tenant or Tenant's agents, employees, contractors, or invitees results in any suspected contamination of the Facility or the soil or groundwater under or adjacent to the Facility, Tenant will promptly notify Landlord in writing and take all actions, at Tenant's expense, as are necessary to return the Facility or such soil or groundwater to the condition existing prior to the introduction of any such Hazardous Material to the Facility or to such soil or groundwater; provided that Tenant will first obtain Landlord's approval of such actions, which approval Landlord will not

unreasonably withhold so long as such actions would not potentially have any material adverse long-term or short-term effect on the Facility.

- 29.6. **Notices Regarding Environmental Conditions.** Tenant will, within ten (10) business days following receipt, provide Landlord 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 Facility 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 Facility or the soil or groundwater under or adjacent to the Facility 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 Facility or the soil or ground water under or adjacent to the Facility or any damages caused by such release.
- 29.7. **Survival.** Tenant's and Landlord's obligations under this Section 28 will survive the expiration or earlier termination of this Agreement and vacation of the Facility.
30. **Material Safety Data Sheets.** Prior to Commencement Date, Landlord may request Material Safety Data Sheets ("MSDS") or Safety Data Sheets ("SDS") for materials and chemicals stored and used on the Premises. Should the Landlord, in its sole judgement, determine any of those materials or chemicals stored or used on the Premise create a health and safety threat to the general public or Building occupants, the Landlord may immediately request proper removal and disposal of material or chemicals. If Tenant refuses or fails to comply with Landlord's request in a timely manner, Landlord reserves the right to withdraw from this lease agreement and Tenant agrees to hold Landlord harmless from any and all claims for damages arising from that withdrawal.
31. **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 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 rent will be abated by the percentage of the total space that is unavailable or not reasonably useful to Tenant.
32. **Condemnation.**
- 32.1. **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 mutual reasonable judgment of Landlord and 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 Landlord up to that date or refunded by Landlord to Tenant if Rent has previously been paid by Tenant beyond that date.

- 32.2. **Partial Taking.** If a portion of the Premises is taken, and the portion or portions remaining can, in the mutual reasonable judgment of Landlord and Tenant, be adapted and used for the conduct of Tenant's business operation, then the Landlord 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.
33. **Quiet Enjoyment.** Landlord warrants that Landlord is seized of the Premises and has the full right to make this Lease. Landlord further covenants that Tenant will have quiet and peaceful possession of the Premises during the entire Term as against lawful acts of third parties and as against the acts of all parties claiming title to, or a right to possess, the Premises.
34. **Expenses Advanced by Tenant.** If Landlord 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 Landlord under this Lease, Tenant may cause such repairs to be made or such acts to be performed at the expense of Landlord. Tenant may apply such claims against any subsequent installment of Rent.
35. **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.
36. **Holding Over.** If Tenant for any reason remains in possession after the expiration of the Term, 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. 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.

37. **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.
38. **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.
39. **Professional Fees.** Landlord represents and warrants to Tenant it has not dealt with any broker in connection with this Lease transaction other than Baker, Peterson, Baker & Associates, Inc. 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.
40. **Non-Discrimination.** The parties will comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.
41. **Non-appropriation.** The parties recognize that the performance by Landlord may be dependent upon the appropriation of funds by the Board of Supervisors of the Landlord, 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 Landlord to fund its responsibilities under this Lease, the Landlord may terminate this Lease without further duty or obligation. Landlord agrees to notify Tenant as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.
42. **Conflict of Interest.** This Lease is subject to cancellation pursuant to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.
43. **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.
44. **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.
45. **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 F**.

REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGE FOLLOWS

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

PIMA COUNTY, ARIZONA

VECTOR LAUNCH LLC

By: _____
Ramon Valadez
Chair, Board of Supervisors
Date: _____

By: Benjamin J Doramus
Authorized Signer
Date: 10/14/20

**PIMA COUNTY FLOOD
CONTROL DISTRICT**

By: _____
Ramon Valadez
Chair, Board of Directors
Date: _____

ATTEST:

By: _____
Julie Castaneda
Clerk of the Board of Supervisors
and Board of Directors

APPROVED AS TO CONTENT:

By: [Signature]
Lisa Josker, Director
Pima County Facilities Management
Date: 10/15/2020

APPROVED AS TO CONTENT:

By: [Signature]
Suzanne Shields, Director
Regional Flood Control District
Date: 10/15/2020

APPROVED AS TO FORM:

By: [Signature]
Regina L. Nassen
Deputy County Attorney
Date: _____

EXHIBIT A
SITE PLAN (Parcel shown in blue)



This detailed floor plan illustrates the layout of the 10000th Street Warehouse. The plan is divided into several color-coded zones: orange for storage and office areas, blue for the main warehouse floor, and light blue for the mezzanine. Key features include:

- Storage Areas:** Multiple zones labeled "STORAGE CASES IN PILING AREAS" and "STORAGE CASES IN GLP BAY" are distributed throughout the orange and blue sections.
- Office and Support Spaces:** An "OFFICE AREA" and "LOBBY" are located in the upper right, while a "PERA COUNTRY OFFICE SPACE (GLP BAY)" is situated on the mezzanine level.
- Structural and Utility Elements:** The plan shows "300 PALLETS IN ABUTMENT BAY", "HVAC" units, and various structural columns and beams.
- Access and Logistics:** "LOADING DOCK" and "DOOR" are indicated at the bottom of the plan.
- Orientation:** The plan includes a grid system with letters (M, L, K, J, H, G, F, E, D, C, B, A) along the bottom and numbers (1, 2, 3, 4) along the right side.

EXHIBIT C
Storage Lot



EXHIBIT D -Parking (blue shaded area)



EXHIBIT E

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. No machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the County.
15. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same by others.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. No electrical cooking appliances of any type other than microwave ovens and coffee machines located in the kitchen/breakroom are allowed in the Premises.
22. No space heaters, floor fans or floor lamps are allowed at any time in the Premises.

EXHIBIT F
TOBACCO FREE POLICY C 3.1.18
Page 1 of 2

PIMA COUNTY, ARIZONA
BOARD OF SUPERVISORS POLICY
Subject: Tobacco-Free Environment
Policy Number C 3.1.18

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 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.

EXHIBIT F
TOBACCO FREE POLICY C 3.1.18
Page 2 of 2

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.

Compliance:

County personnel are responsible for compliance with the policy.

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

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

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

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

References:

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

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

Website:

http://webcms.pima.gov/UserFiles/Servers/Server_6/File/Government/Clerk%20of%20the%20Board/Policy%20C3-18.pdf