



Contract Number: CTN-FM-15*57
Effective Date: 12-2-14
Term Date: 2-17-2019
Cost: _____
Revenue: \$3,006.95
Total: _____
NTE: _____
Action: 11-1-2018
Renewal By: 11-1-2018
Term: 2-17-2019
Reviewed by: OF

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: December 2, 2014

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

This Sublease will allow the Arizona Department of Child Safety to utilize a first floor office currently leased to the Southern Arizona Children's Advocacy Center, a non-profit organization, for the supervisor of an additional unit of the Office of Children's Welfare (OCWI). The additional OCWI employees will occupy premises currently leased to the State of Arizona on the second floor of the Interagency Advocacy Center building. The tenant will be paying operating and maintenance expenses during the term of this Sub Lease.

CONTRACT NUMBER (If applicable) CTN FM 15*57

STAFF RECOMMENDATION(S):

Approve this Sublease which allows the State of Arizona Department of Child Safety to expand their premises in the Interagency Advocacy Center building.

CORPORATE HEADQUARTERS: _____

Page 1 of 2

To: Var-1
Vendor-1
Pgs. 30

To: CHH- 11-25-14
CoB- 11-25-14
Agenda 12-2-14
Addendum (2)

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

COST TO PIMA COUNTY: \$0.00

REVENUE TO PIMA COUNTY: \$3,006.45

FUNDING SOURCE(S): _____ (i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

<input type="checkbox"/>	X	YES	<input type="checkbox"/>	NO
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Board of Supervisors District:

1	<input type="checkbox"/>	2	<input checked="" type="checkbox"/> X	3	<input type="checkbox"/>	4	<input type="checkbox"/>	5	<input type="checkbox"/>	All	<input type="checkbox"/>
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IMPACT:

IF APPROVED: The State of Arizona Department of Child Safety will increase the number of employees working in the Interagency Advocacy Center who investigate crimes against children in southern Arizona.

IF DENIED: The State of Arizona Department of Child Safety will be unable to increase the number of employees who investigate crimes against children in southern Arizona.

DEPARTMENT NAME: Facilities Management

CONTACT PERSON: Melissa Loeschen TELEPHONE NO.: 724-8230

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3 **5. OPERATING EXPENSES**

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5 In accordance with Section 8.2 of the Master Lease, Sublessee agrees to pay their proportionate share of
6 .92% (197 rentable square feet including common area) of operating expenses, at such place as may be
7 designated by Sublessor, in the amount of One Hundred One Dollars and Twenty-Three Cents (\$101.23)
8 per month for the first year, due on the last day of each month.

9 **6. OTHER CHARGES**

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1 In addition to the above Operating Expenses, Sublessee shall pay all Phone/Internet Charges for the
2 Sublease Premises, as stated in Section 8.3 of the Master Lease, which is currently \$22.97 per month for
3 each phone line and \$21.03 per month for each internet/data line. In addition, Sublessee shall pay the
4 Capital Reserve/Administrative Fee stated in Section 8.4 of the Master Lease which is estimated to be
5 \$10.12 per month for the first year.

6 **7. TERMINATION**

7

8 Sublessor or Sublessee may terminate this Sublease at any time prior to the expiration date given in
9 Section 3 by providing the other party and the Lessor written notice at least sixty (60) days prior to such
0 termination.

1 **8. HOLDOVER TENANCY**

2

3 If Sublessee remains in possession of the Sublease Premises after expiration of the initial lease term or
4 earlier termination by Sublessor, Sublessee's possession of the Sublease Premises shall be considered a
5 holdover tenancy by the parties on a month-to-month basis subject to the same terms and conditions of
6 this Sublease. Either the Sublessor or the Sublessee shall have the right to terminate any holdover
7 tenancy with thirty (30) day notice to the addresses stated in Paragraph 13, without incurring any penalty
8 for the holdover period. In the event the Lessor gives the Sublessor notice to vacate, Sublessor shall give
9 Sublessee reasonable notice to vacate concurrent with the date of Sublessor's notice to vacate.

0 **9. MASTER LEASE PROVISIONS**

1

2 The provisions of the Master Lease are, except as otherwise provided herein, hereby incorporated in this
3 Sublease with the same effect as if entirely rewritten herein and shall fix the rights and obligations of
4 the parties hereto with respect to the Subleased Premises with the same effect as if Sublessor and
5 Sublessee were, respectively, the Landlord and Tenant named in the Master Lease. Sublessee hereby
6 covenants to perform the covenants and undertakings of Sublessor as Tenant under the Master Lease to
7 the extent the same are applicable to the Subleased Premises during the term of this Sublease, and
8 agrees not to do or permit to be done any act which shall result in a violation of any of the terms and
9 conditions of said Master Lease. Except as otherwise specifically provided herein, Sublessee is to have
0 the benefit of the covenants and undertakings of Lessor as Landlord in the Master Lease to the extent the
1 same are applicable to the Subleased Premises during the term of this Sublease. It is expressly
2 understood and agreed, however, that Sublessor is not in the position to render any of the services or to
3 perform any of the obligations required of Lessor by the terms of this Sublease, and that performance by
4 Sublessor of its obligations hereunder are conditioned upon due performance by Lessor of its
5 corresponding obligations under the Master Lease. It is further understood and agreed, therefore, that
6 notwithstanding anything to the contrary contained in this Sublease, Sublessor shall not be in default
7 under this Sublease for failure to render such services or perform such obligations required of Sublessor
8 by the terms of this Sublease which are the ultimate responsibility of Lessor under the Master Lease, but

1 Sublessor agrees to take all reasonable measures to ensure that Lessor performs said obligations. The
2 term "reasonable measures" shall not include legal action against Lessor for its failure to so perform
3 unless Sublessee agrees to pay all costs and expenses in connection therewith. Lessor will not release
4 Sublessor from any financial responsibility of the Master Lease if this Sublease is terminated early for
5 any reason by Sublessor or Sublessee.

6 **10. REPAIRS**

7 Sublessor shall cause, through the Lessor, repairs and replacements to the premises, as provided for in
8 the Master Lease. Sublessee shall be responsible for damage caused by the negligence of Sublessee, its
9 employees, contractors or clients.

10 **11. IMPROVEMENTS and ALTERATIONS**

11 Sublessee accepts the Subleased Premises in "As Is" condition. Sublessee may make alterations,
12 additions or improvements with the prior written consent of Sublessor and Lessor. Any such alterations,
13 additions or improvements shall be made by Sublessee at Sublessee's sole cost and expense, and shall at
14 once become a part of the realty owned by Lessor.

15 **12. USE OF PREMISES and COMPLIANCE WITH THE LAW**

16 Sublessee shall utilize the Subleased Premises only for an office. As of the date the Sublessee takes
17 occupancy and thereafter, the Sublessee shall promptly execute and comply with all statutes, rules,
18 orders, building codes, fire codes, ordinances, requirements and regulations of the City, County, State
19 and Federal governments, as provided for in the Master Lease.

20 **13. LIABILITY INSURANCE BY SUBLESSEE**

21 Sublessee shall obtain and keep in force general insurance coverage insuring Sublessee against personal
22 injury and property damage arising from Sublessee's use, occupancy or maintenance of the Subleased
23 Premises. Such insurance shall be a combined single limit in the amount of not less than ONE
24 MILLION DOLLARS (\$1,000,000) per occurrence with no aggregate limit.

25 The Parties acknowledge that Sublessee is a self-insured agency and agree that Sublessee's insurance
26 obligation under this Agreement may be satisfied through its program of self-insurance provided that it
27 is in compliance with all applicable laws.

28 **14. ATTORNEY'S FEES**

29 In the event of any legal action or proceeding brought by any party against the other arising out of this
30 Sublease, the prevailing party shall be entitled to recover costs and reasonable attorney's fees as
31 determined by the arbitrator or by the court in Pima County based on the then prevailing hourly fees for
32 attorneys in Tucson, Arizona, and such amount shall be included in any judgment rendered in such
33 proceedings.

34 **15. WAIVER**

35 No waiver by Sublessor of any provision of this Sublease, or of any breach by Sublessee hereunder, shall
36 be deemed to be a waiver of any other provision hereof or of any subsequent breach by Sublessee of the
37 same or any other provision. Sublessor's consent to or approval of any act by Sublessee requiring
38 Sublessor's consent or approval shall not be deemed to render unnecessary the obtaining of Sublessor's
39 consent or approval of any subsequent act of Sublessee.

1
2 **16. NOTICES**

3 All notices to be given by one party to the other shall be in writing, certified mail, or such other means
4 as shows proof of delivery and delivered to each as follows:

5 **SUB-LESSOR:** Southern Arizona Children's Advocacy Center
6 2329 E. Ajo Way, 1st Floor
7 Tucson, AZ 85713

8 **SUB-LESSEE:** Arizona Department of Child Safety
9 Office of Real Estate and Operational Services
10 1789 West Jefferson
11 Phoenix, AZ 85007
12 SITE CODE 940A

13 **LESSOR:** Pima County.
14 150 W. Congress, 3rd Floor
15 Tucson, AZ 85701

16 **17. TIME**

17 Time is of the essence of this Sublease and each and all of its provisions.

18 **18. AGREEMENTS IN WRITING**

19 All negotiations, considerations, representations, and understandings between the parties are
20 incorporated and expressly stated herein and may be modified and altered only by agreement in writing
21 between the parties.

22 **19. PROHIBITION OF DISCRIMINATION**

23 Sublessor and Sublessee agree to comply with State of Arizona Executive Order No. 2009-09,
24 "PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS, NONDISCRIMINATION IN
25 EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS".

26 **20. LIENS**

27 The Sublessee will keep the Subleased Premises free from any liens arising out of any work performed
28 in behalf of materials furnished to or obligations incurred by Sublessee. In the event that Sublessee does
29 not, within ten days following the imposition of any such lien, cause the same to be released of record
30 by payment or posting of a proper bond, Lessor will have, in addition to all other remedies provided
31 herein by law, the right to cause the same to be released by such means as it deems proper, including the
32 payment of the claim giving rise to such lien. All such sums paid by Lessor and all expenses incurred by
33 it in connection herewith will be considered additional rent and will be payable by Sublessee on demand
34 to Lessor. Sublessee's failure to reimburse any expenses paid by Lessor within ten (10) days will cause
35 the Sublessee to be in default of this Sub-Lease.

36 **21. ARBITRATION**

37 The parties agree to use arbitration insofar as required by A.R.S. Section 12-1518(B).

38 **22. CONFLICT OF INTEREST**

This Agreement is subject to cancellation pursuant to A.R.S. Section 38-511, the provisions of which are incorporated herein by this reference.

23. SUBLESSEE'S RESPONSIBILITY REGARDING HAZARDOUS SUBSTANCES

Sublessee will not commit or suffer the commission of any waste or knowingly permit any explosives or hazardous chemicals to enter the Building or Subleased Premises. Sublessee hereby assumes all responsibility for any Hazardous Substance on, under, or about the Subleased Premises as a result of the conduct of the Sublessee, its officers, employees, contractors, or agents. Sublessee expressly indemnifies Sublessor, Lessor, the Certificate Insurer, and all real parties in interest, against and from any and all claims arising out of either hazardous conditions or the existence of the above defined substances on the Subleased Premises caused or permitted by the Sublessee to be located on, in or above the Subleased Premises as provided in the insurance and indemnification clauses herein. Sublessee's obligations and liability under this paragraph will survive the expiration of this Sublease.

24. DEFAULT, REMEDIES AND DAMAGES

A. Each of the following events shall constitute an "Event of Default" hereunder:

1. If Sublessee shall default in the payment, when due, of any installment of operating expenses, or in the payment, when due, of any additional rent or other item of rental, and Sublessee shall fail to remedy such default within ten days after Sublessee received notice of such default from Sublessor; or
2. If Sublessee fails to reimburse any expenses paid by Lessor within ten (10) days after Sublessee received notice of the amount due; or
3. If Sublessee shall default in the observance or performance of any other term, covenant or condition of this Sublease on Sublessee's part to be observed or performed, and Sublessee shall fail to remedy such default within ten days after notice by Sublessor to Sublessee of such default, or if such default is of such a nature that it cannot be completely remedied within said period and Sublessee shall not commence within said period of ten days, or shall not thereafter diligently prosecute to completion, all steps necessary to remedy such default.

- B. If an Event of Default occurs, Sublessor shall be permitted to exercise any remedy it has at law, or equity.
- C. If there shall occur any Event of Default, and at Sublessor's option, this Sublease and the term shall expire and come to an end as provided in Subparagraph C. Sublessee will quietly and peacefully surrender the premises to Sublessor, and Sublessor and its agents at Sublessor's option, may immediately or at any time after such default or after the date upon which this Sublease and the term may expire and come to an end, reenter and repossess the Subleased Premises or any part thereof.
- D. All of the provisions of this Sublease are conditions. Breach of any of these conditions by Sublessee shall be sufficient grounds for cancellation of this Sublease by Sublessor, subject to the other provisions of this Section.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

1
2 IN WITNESS WHEREOF, the parties hereto have executed this instrument by proper persons
3 thereunto duly authorized so to do the day and year as given.
4

5 **SUBLESSEE:**
6 ARIZONA DEPT. OF CHILD SAFETY
7

8 By: Eric Jorgensen, Deputy Director
9

0 Date: _____
1

2 **SUBLESSOR:**
3 SOUTHERN ARIZONA CHILDREN'S
4 ADVOCACY CENTER, a non-profit corporation
5

6 By: Kathy Rau
7 Kathy Rau, President EXECUTIVE
8 DIRECTOR
9 Date: October 28, 2014
0

1 **LESSOR/LANDLORD:**
2 PIMA COUNTY
3

4 Chair, Board of Supervisors
5

6 ATTEST:
7

8 _____
9 Clerk of the Board of Supervisors
0

1 APPROVED AS TO FORM:
2

3 Tobin Rosen, Deputy County Attorney
4

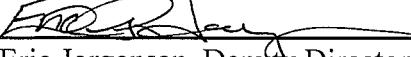
5 APPROVED AS TO CONTENT:
6

7 Michael L. Kirk
8 Michael L. Kirk, FMP - Director, Facilities Management Department
9

0 Exhibit A – Master Lease
1 Exhibit B – Sublease Premises
2

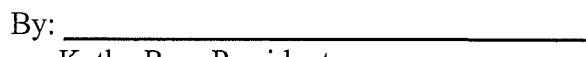
1
2 IN WITNESS WHEREOF, the parties hereto have executed this instrument by proper persons
3 thereunto duly authorized so to do the day and year as given.
4

5 **SUBLESSEE:**
6 ARIZONA DEPT. OF CHILD SAFETY
7

8 By: 
9 Eric Jorgensen, Deputy Director
0

1 Date: 11/4/2014
2

3 **SUBLESSOR:**
4 SOUTHERN ARIZONA CHILDREN'S
5 ADVOCACY CENTER, a non-profit corporation
6

7 By: 
8 Kathy Rau, President
9

0 Date: _____
1

2 **LESSOR/LANDLORD:**
3 PIMA COUNTY
4

5 Chair, Board of Supervisors
6

7 ATTEST:
8

9 _____
0 Clerk of the Board of Supervisors
1

2 APPROVED AS TO FORM:
3

4 _____
5 Tobin Rosen, Deputy County Attorney
6

7 APPROVED AS TO CONTENT:
8

9 _____
0 Michael L. Kirk, FMP - Director, Facilities Management Department
1

2
3
4 Exhibit A – Master Lease
5 Exhibit B – Sublease Premises
6

EXHIBIT A

PC-FAC MGT 08/11/08 PM01:00

LEASE
PIMA COUNTY
INTERAGENCY ADVOCACY CENTER

CONTRACT
NO: 24-13-S-141091-0908
AMENDMENT NO.
This number must appear on all invoices, correspondence and documents pertaining to this

This Lease is entered into by and between Pima County, a political subdivision of the State of Arizona ("County" or "Landlord"), and Southern Arizona Children's Advocacy Center, an Arizona nonprofit corporation ("Tenant").

RECITALS

- A. County owns the property legally described and depicted on the attached Exhibit A and Exhibit A-1 (the "Land"), which is an approximately three acre parcel located on the north side of Ajo Way near Kino Parkway in Tucson, Arizona.
- B. Tenant is a non-profit charitable organization exempt from the payment of federal income tax under Section 501(c) (3) of the United States Internal Revenue Code. Tenant coordinates with various other local service organizations and governmental agencies, including the Pima County Sheriff's Department and the Pima County Attorney's Office, in order to provide various services to juvenile victims of crime and their families.
- C. The Pima County InterAgency Council, a collaboration of over twenty local victims' service providers, including Tenant, was formed in 1998. The Council recently completed a master plan for a comprehensive victim service center, which envisions a multi-level building of approximately 113,000 square feet at which various agencies and organizations will be located in order to provide services to victims efficiently and with a minimum of additional trauma. Because of funding constraints, the project is planned to be constructed in phases. The first phase is to be a core facility of approximately 21,000 square feet to provide victim services to children and their families.
- D. A Special Bond Election was held in Pima County on May 18, 2004 in which the citizens of Pima County voted to approve the issuance of Pima County General Obligation Bonds to fund various public projects.
- E. Pima County Ordinance No. 2004-18, as subsequently revised by Ordinance No. 2005-93 and 2006-21 (the "Bond Ordinance") lists the first phase of the victim services center as an approved 2004 bond-funded project (Project No. 3.5). The Bond Ordinance allocates Six Million Dollars (\$6,000,000) in bond proceeds for the project.
- F. The County intends to construct the first phase of the victim services center (the "Building") on the Land, utilizing available and allocated bond proceeds, and lease space within the Building to Tenant and to other local agencies and organizations that provide victim services to the community, all as more specifically set forth herein. The Building will have, associated with it, certain interior and exterior areas for the common use of all tenants in the Building, including (but not limited to) sidewalks, canopies, roadways, parking areas, landscaped areas, loading platforms, entryways,

lobbies, stairways, elevators, hallways, washrooms, a kitchen, a janitorial closet, shared conference rooms and other similar facilities (the "Common Areas"), as shown on Exhibits B and B-1.

G. The County has the authority, pursuant to A.R.S. § 11-256.01, to lease to a nonprofit corporation or another governmental entity real property owned by the County at less than fair market value, and without a public auction. The County previously published notice of its intent to enter into this Lease as required by law, and the Board of Supervisors has unanimously approved this Lease.

AGREEMENT

Now therefore, the parties agree as follows:

1. Premises; Furniture; Card Access.

- 1.1. Premises; Furniture. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord those premises (hereinafter called "Premises") consisting of approximately 8,850 square feet of office space located on the first floor of the Building to be built by Landlord as provided above, as shown on the attached Exhibit B and B-1A, which shall contain the systems furniture as shown on Exhibit D. The systems furniture which is owned entirely by the Landlord, shall be provided by Landlord to Tenant at no cost or expense. Tenant agrees that the systems furniture listed on Exhibit D shall remain in the Premises at all times during the Lease term and after the expiration of this Lease when Tenant has vacated the Premises. The designation of the Premises and the furniture layout is based on conceptual plans for the Building; the exact dimensions and location of the Premises and the furniture layout may be altered based on the final configuration of the Building as it is actually constructed. Tenant shall also have the right to use all Common Areas, in common with other Building occupants.
- 1.2. Fixtures. Tenant shall be responsible for providing furniture, equipment, and supplies for its operations on the Premises, and any fixtures beyond what is installed by Landlord. Fixtures installed by Tenant shall remain the personal property of Tenant and, at its election, may be removed by Tenant at, or prior to, the expiration or earlier termination of this Lease. Tenant shall repair any material damage caused by such removal.
- 1.3. Conference Room Furnishings. Tenant acknowledges that Landlord is not responsible for furnishing the Common Area conference rooms. Tenant, and/or other occupants of portions of the Building, may furnish or agree upon furnishings for such areas.
- 1.4. Security Access Cards. Access to the Building and the parking area will be secured using a key card system. Tenant shall furnish to Landlord (and shall update as needed) a list of all Tenant's employees who Tenant wishes to be given key cards, and Landlord shall issue to Tenant that number of key cards,

which shall be distributed by Tenant to its employees. Key cards may be re-issued or replaced from time to time by Landlord for security reasons, and damaged key cards will be replaced upon request. Tenant shall pay \$10.00 for each key card furnished from time to time. Tenant shall be responsible for each employee's use of the key card issued to such employee, shall collect the key card from an employee when that employee ceases working for Tenant at the Building and shall promptly turn the key card in to Landlord. If any key card issued to Tenant or an employee of Tenant is lost or misused in a manner that necessitates Landlord replacing the key cards or changing the codes for the Building, Tenant shall pay the costs of such replacement/re-coding.

2. Term. This Lease shall be for an initial term of twenty-five (25) years beginning on the Commencement Date as defined in Section 5 below and ending on the date that is twenty-five (25) years thereafter.
3. Construction of Improvements; Furnishings.
 - 3.1. Building Design and Construction. Landlord shall construct the shell of the Building and related improvements, including a parking lot, on the Land (together, the "Improvements"), all as shown generally on the conceptual drawings attached to this Lease as Exhibit B. Landlord shall install a security system, conduit for cable lines, and shall provide data connections and a telephone switch and telephone equipment. Landlord shall construct the Improvements in a good and workmanlike manner, according to specific plans and specifications to be developed by Landlord. Tenant shall cooperate with Landlord to determine, in a timely manner, the number of telephones and data connections to be installed in the Premises.
 - 3.2. Tenant Furniture and Improvements. Tenant shall be responsible for providing furniture, equipment, and supplies for its operations on the Premises, and any fixtures beyond what is installed by Landlord. Fixtures installed by Tenant shall remain the personal property of Tenant and, at its election, may be removed by Tenant at, or prior to, the expiration or earlier termination of this Lease. Tenant shall repair any material damage caused by such removal.
 - 3.3. Furnishing of Conference Rooms. Tenant acknowledges that Landlord is not responsible for furnishing the Common Area conference rooms. Tenant, and/or other occupants of portions of the Building, may furnish or agree upon furnishings for such areas.
4. Alterations.
 - 4.1. Landlord's Approval Required. Tenant shall 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

Landlord's written approval. Tenant shall not make any change to the exterior of the Building or the Common Areas.

- 4.2. *Plans, Specifications, Permits.* Tenant shall present to Landlord plans and specifications for any alteration requiring approval, at the time Landlord's approval is sought. Prior to commencement of the work, Tenant shall obtain any necessary building permits and other governmental approvals needed for the work.
- 4.3. *Workmanship.* Tenant shall construct or install any approved Alterations in a good and workmanlike manner, in substantial compliance with the approved plans, and in compliance with all applicable laws, rules, regulations and orders of all governmental authorities having jurisdiction thereof, using new or completely reconditioned materials. Tenant's work shall be conducted in a manner that does not unreasonably interfere with other work in progress in the Premises or the Building, or with the use of the Building and Common Areas by others.
5. Move-In. Landlord shall notify Tenant when the Improvements are substantially complete, subject only to minor "punch list" items, such that Tenant can begin moving into the Premises. The "Commencement Date" shall be September 1, 2008 or whenever Landlord gives written notice as stated above to Tenant. Tenant shall be responsible for moving its personal property (including furnishings, fixtures, and equipment) into the Premises, installing any fixtures as necessary, and bearing all expenses associated with move-in. Tenant shall coordinate its move-in with other Building occupants.
6. Use of Premises.
 - 6.1. Use. Tenant shall utilize the Premises solely for the purpose of providing victim services to children and their families in Pima County.
 - 6.2. Prohibited Activities. Tenant shall not permit any unlawful activities on the Premises, or any activities that unduly interfere with activities of the other occupants of the Building or neighboring property owners/occupants.
 - 6.3. Common Areas. The Common Areas shall at all times be subject to the control and management of Landlord, and Landlord shall have the right from time to time to change the area, level, location, appearance and furnishing or landscaping of Common Areas, provided that it does not materially interfere with Tenant's operations. Landlord shall have the right at any time to temporarily close any portion of the Common Areas for the purpose of making repairs, changes or additions thereto, and Landlord may enter into agreements with adjacent owners for cross-easements for parking, ingress or egress. Landlord shall not, however, be responsible for day-to-day scheduling and management of any shared conference rooms.

- 6.4. Rules and regulations. Tenant and its employees, agents, contractors and invitees shall abide by rules and regulations for the Building that are established 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, after hours use and procedures and use of Common Areas. Such rules and regulations shall be applied in a non-discriminatory manner and shall not unduly limit or impair Tenant's permitted use of the Premises.
- 6.5. Use of other areas of the Building. It is Landlord's intent to utilize the Building for an interagency victim advocacy center, as stated in the recitals, and to lease space within the Building to other public and non-profit organizations and agencies for such use. In the event, however, that Landlord does not lease out all the space within the Building (other than Common Areas) for such uses, or in the event that one or more occupants of space within the Building vacate the Building, Landlord shall have the right to utilize any unoccupied space for other purposes, such as for office space for County personnel, provided that such use is not incompatible with Tenant's use.

7. Maintenance, Cleaning, and Repair.

- 7.1. Maintenance. Landlord shall clean and maintain the Common Areas; shall maintain the exterior and structural portions of the Building, and all major Building systems, such as HVAC, electrical, and plumbing; and shall provide basic janitorial service to the premises as listed in Exhibit C. Tenant shall be responsible for other cleaning and minor maintenance of the interior of the Premises, and for cleaning up Common Area conference rooms after use by Tenant. Tenant shall promptly repair any damage done to the Premises, the Common Area, or the Building caused by any employee, agent, contractor or invitee of Tenant.
- 7.2. Repairs. Subject to Section 14 related to damage resulting from a casualty, Landlord shall make all repairs in and to the Building and Premises, except that Tenant shall be responsible for repairing any damage caused by any employee, agent, contractor or invitee of Tenant. In the event of a breakdown or needed repairs to the Premises or equipment associated therewith, Tenant shall notify Landlord or its agent of such breakdowns or needed repairs, and Landlord shall cause such repairs and/or replacements as are necessary to correct such condition to be done within a reasonable period of time.
- 7.3. Access to the Premises. Tenant shall permit Landlord and Landlord's authorized representatives to enter the Premises at times convenient to Tenant for purposes of inspection, making any repairs and performing any work therein as may be necessary for Landlord to comply with the provisions of this Article. Landlord, in the performance of any such work, shall cause as little inconvenience,

annoyance, disturbance, or damage to Tenant as may reasonably be possible under the circumstances.

8. Utilities. Landlord shall provide all utilities to the Premises and the Common Areas, including electricity, gas, water, sewer and trash collection.
9. Rent and other Charges.

- 9.1. Rent. Tenant shall not be required to pay base rent for the Premises in addition to the sums due as set forth below.
- 9.2. Operating Expenses. Tenant shall pay Tenant's Proportionate Share of all Operating Expenses for the Building and all associated Common Areas.
 - 9.2.1. "*Tenant's Proportionate Share of all Operating Expenses*" shall be calculated by dividing amount of the Operating Expenses by the rentable square footage of the entire Building, and then multiplying the resulting per-foot amount by the total rentable area of the Premises. Based on the conceptual plans for the Building, the total rentable area of the Premises (which means the area exclusively occupied by Tenant, plus Tenant's pro-rata share of Common Areas) is expected to be approximately 13,230, and the total rentable area of the Building is expected to be 21,460, but the actual square footages will be calculated after final completion of the Building. Based on these current estimates, Tenant will be paying approximately 61.7% of the total Operating Expenses for the Building.
 - 9.2.2. "*Operating Expenses*" means all direct costs of operation, repair and maintenance of the Building and Common Areas, including (but not necessarily limited to) any applicable real estate taxes or special assessments; utilities (including water and sewer charges); insurance premiums; elevator maintenance; trash service; pest control; the cost of repairs to Common Areas; landscaping costs; costs associated with maintaining, painting, repairing or resurfacing the parking area; janitorial supplies and services; Landlord's direct and indirect labor costs for any work done by Landlord's own labor force; and an administrative fee equal to 10% of the other Operating Expenses.
 - 9.2.3. *Payment of Tenant's Share.* Tenant shall pay, on the Commencement Date, and on the first day of each month during the term of this Lease thereafter, Tenant's Proportionate Share of the estimated Operating Expenses for the next month. (If the first and last months are partial months, the amount shall be prorated.) Landlord shall advise Tenant from time to time of the amount of the monthly estimated Operating Expenses and Tenant's Proportionate Share of same, and Tenant shall pay that amount on a monthly basis, without demand or offset, until such time as Landlord advises Tenant of any new estimate.

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

9.3. Phone/Internet Charges. In addition to Operating Expense, as set forth above, Tenant shall pay to Landlord on a monthly basis fees for phone and internet service. The fee shall initially be \$22.97 per month per phone line for phone service and \$21.03 per month per internet connection for internet service. The amount of this fee is based on the amount charged to the budgets of the various County departments for phone and internet service and the rate may be increased or decreased by Landlord from time to time. In addition to these fees, Tenant shall be charged on a monthly basis for its long-distance phone service. Long distance telephone service shall be provided and billed by Pima County.

9.4. Capital Reserves/Administrative Fee. Tenant shall also pay to Landlord each month an amount equal to 10% of Tenant's Share of Operating Expenses, which amount will be placed by Landlord in a capital reserve account to be used by Landlord for capital repairs to the Building and the Common Areas.

9.5. Cost of Repairs Necessitated by Tenant. If Tenant fails to make repairs for which Tenant is responsible under Section 7, Landlord may elect to make such repairs, in which event Tenant shall pay to Landlord, within ten (10) days after receipt of an invoice from Landlord, all costs incurred by Landlord to make the repairs.

10. Tax Exempt Status. Tenant shall at all times during the term of this Lease be a non profit organization exempt from taxation under Section 501(c)(3) of the United States Internal Revenue Code (26 USC § 501(c)(3)). Tenant shall provide Landlord a copy of Tenant's letter of exemption from the U.S. Internal Revenue Service granting Tenant such tax exempt status and any analogous ruling from the Arizona Department of Revenue. Tenant shall notify Landlord in writing and provide Landlord with a copy of any ruling or inquiry from any governmental authority affecting or potentially affecting such status. Tenant shall provide Landlord with audited financial statements each year regarding its operations on the Premises.

Because this Lease is a lease of public land for a public purpose to a non-profit entity, Tenant agrees that any compensation paid by Tenant to its members,

officers, employees, or any related entity, shall be reasonable, not excessive, compensation for a non-profit entity. Landlord shall have the right to inspect Tenant's records to verify the levels of compensation paid by Tenant.

11. Compliance with Laws. Tenant shall, at its sole cost and expense, promptly comply with all laws, rules and regulations, whether federal, state or local, in connection with its use of the Premises. Any changes in the governing laws, rules and regulations during the terms of this Lease shall apply without the necessity of an amendment. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant or any other person or entity has violated any law, shall be conclusive of that fact as between Landlord and Tenant.
12. Personal Property. Tenant shall maintain a current inventory of all items of personal property owned by Tenant and placed or kept on the Premises. Any items of personal property left on the Premises upon expiration or earlier termination of this Lease shall become the property of Landlord and may be sold or otherwise disposed of by Landlord without liability to Tenant.
13. Environmental Compliance.
 - 13.1. Hazardous Materials Prohibited; Clean Air Act. Tenant shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord, other than such Hazardous Materials which 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 Hazardous Materials. Tenant's operations on the Premises shall comply with applicable provisions of the Clean Air Act, 42 U.S.C. 7401 et seq. and Arizona Revised Statutes, Title 49, Chapter 3.
 - 13.2. Indemnity. If (i) Tenant breaches the obligations stated in the preceding paragraph, (ii) the presence (whether consented to by Landlord or otherwise) of Hazardous Material on the Premises or on or in the soil or ground water under or adjacent to the Premises is caused or permitted by Tenant, its agents, employees, contractors or invitees results in contamination of the Premises or such soil or ground water, (iii) contamination of the Premises or such soil or ground water by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, or (iv) contamination occurs elsewhere in connection with the transportation by Tenant of Hazardous Material to or from the Premises, then Tenant shall 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 Premises or any part thereof, damages for the loss or restriction on use of usable space or of any amenity of the Premises or any part thereof, damages arising from any adverse impact on marketing of space with respect to the Premises or any part

thereof, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arose or arises during or after the term of this Agreement as a result of such contamination. The foregoing 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 present, as a result of any action or inaction on the part of Tenant, its agents, employees, contractors or invitees, in the Premises or the soil or ground water on, under or adjacent to the Premises, or elsewhere in connection with the transportation by Tenant of Hazardous Material to or from the Premises.

- 13.3. Clean-Up. Without limiting the foregoing, if the presence of any Hazardous Material on or in the Premises, or the soil or ground water under or adjacent to the Premises caused or permitted by Tenant, or its agents, employees, contractors or invitees results in any suspected contamination of the Premises, the soil or ground water under or adjacent to the Premises, Tenant shall promptly notify Landlord in writing and take all actions at its sole expense as are necessary to return the Premises, or such soil or ground water to the condition existing prior to the introduction of any such Hazardous Material to the Premises, or to such soil or ground water; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises.
- 13.4. Pre-existing Contamination. Landlord agrees that any Hazardous Materials contaminating the Premises prior to possession of the Premises by Tenant shall not result in liability for Tenant under this Paragraph except to the extent such contamination is aggravated by the action or inaction of Tenant.
- 13.5. Notices Regarding Environmental Conditions. Tenant shall, within ten (10) business days following receipt thereof, 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 Premises 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 Premises or the soil or ground water under or adjacent to the Premises of Hazardous Material, or (ii) any notices from a federal, state or local governmental agency or private party alleging that Tenant may be liable or responsible for cleanup, remedial, removal, restoration or other response costs in connection with Hazardous Material on or in the Premises or the soil or ground water under or adjacent to the Premises or any damages caused by such release.
- 13.6. Hazardous Material. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes

regulated by any local governmental authority, the State of Arizona or the United States Government. The term "Hazardous Material" 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.

- 13.7. Survival. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease and vacation of the Premises.
14. Damage or Destruction. In the event that the Premises, Building, or Common areas are damaged or destroyed as a result of a casualty, Landlord shall apply available insurance proceeds to repair the damage, but shall not be required to expend sums in excess of available insurance proceeds. If insurance proceeds are not sufficient, in Landlord's reasonable judgment, to repair the damage, and Landlord does not elect to fund the additional cost of the repair, Landlord shall so notify Tenant and the Lease shall terminate as of the date of the damage or destruction and any charges paid by Tenant hereunder, including estimated Operating Expenses, shall be adjusted and apportioned as of the date of such damage or destruction. If Landlord does elect to make the repairs, the Lease shall continue but the charges under Section 9 above shall abate during the period from the date of such damage until such time as the repairs shall have been completed.
15. Taxes. Tenant shall be responsible for payment of all taxes, whether personal property taxes, income taxes, lease excise taxes, or any other taxes, if any, that are or may be assessed relating to use of the Premises by Tenant. Real property taxes, if any, assessed against the Building or Land shall be included in Operating Expenses.
16. Entry by Landlord. Landlord reserves the right to enter the Premises to inspect the same; provided that if such entry is not during normal business hours, Landlord shall give Tenant at least twenty-four (24) hours advance notice. Landlord shall make reasonable efforts to not interrupt Tenant's business at the Premises. Landlord at any and all times shall have the right to use any and all means which Landlord may deem proper to open gates or doors in an emergency in order to obtain entry to the Premises, without liability to Tenant, except for any damage to Tenant's property caused by gross negligence of Landlord, and any entry to the Premises obtained by Landlord by any such means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or

a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

17. Insurance; Indemnification.

17.1. Types of Insurance Required. Tenant shall procure, prior to beginning any activities on the Premises, and maintain throughout the term of this Lease, the following insurance from an insurance company or companies reasonably acceptable to Landlord:

17.1.1. Commercial General Liability insurance with coverage at least as broad as ISO form CG 00 01 in an amount not less than \$5,000,000, covering the Premises and all activities thereon, endorsed to include Pima County as an additional insured with coverage at least as broad as ISO form CG 20 10.

17.1.2. Commercial Automobile Liability insurance with coverage at least as broad as ISO form CA 00 01 in an amount not less than \$1,000,000 for vehicles actually used in the operations at the Premises (as compared to used for simple commuting).

17.1.3. Workers' Compensation insurance with statutory limits, with Employers' Liability coverage in an amount not less than \$1,000,000 per injury, illness, or disease.

17.1.4. Commercial Property insurance covering Tenant's personal property within the Premises.

17.2. Property Insurance. Landlord shall obtain property insurance insuring the Building and other related improvements.

17.3. Certificates. Tenant shall provide Landlord with copies of certificates of insurance showing the current status of all insurance policies. Tenant shall, in addition, provide full, certified copies of all required insurance policies when requested by Landlord in writing. All certificates of insurance shall provide for a guaranteed thirty (30) days written notice of cancellation, non-renewal, or material change. Any modifying language in a certificate of insurance must be deleted. Landlord shall be an "additional insured" on all liability insurance policies.

17.4. Waiver of Subrogation. Each party waives its claims and subrogation rights against the other for losses typically covered by property insurance coverage.

17.5. Changes to Insurance Requirements. Landlord may review the coverage, form, and amount of insurance required hereunder at any time. Landlord shall notify Tenant in writing of any changes to the aforesaid insurance requirements, and Tenant shall have sixty (60) days to comply with the requirements as changed.

- 17.6. **Indemnification.** To the fullest extent permitted by law, Tenant shall 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.
18. **Default/Termination.** Either party may present written notice of default or non-performance to the other party.
 - 18.1. **Tenant Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant for which Landlord may terminate this Lease:
 - 18.1.1. ***Operation of Premises.*** The vacating or abandonment of the Premises, or cessation of activities thereon, or any portion thereof, by Tenant, where such abandonment shall continue for a period of ten (10) calendar days after notice of such default is sent by Landlord to Tenant.
 - 18.1.2. ***Monetary Obligations.*** The failure by Tenant to make any payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) calendar days after notice from Landlord that such payment is due.
 - 18.1.3. ***Insurance.*** The failure by Tenant to maintain insurance policies as set forth above for any period of time, in which event Tenant must immediately cease all operations at the Premises until such insurance is obtained. In the event of such a default, Landlord may, in Landlord's sole discretion, obtain necessary insurance coverage in which event Tenant shall, within five (5) days of demand, reimburse and pay to Landlord the full amount of any costs and premiums expended by Landlord to obtain such coverage.
 - 18.1.4. ***Violation of Law.*** Violation of any law by Tenant, or the conduct of any unlawful activities on the Premises that are permitted by Tenant, either tacitly or explicitly, or which Tenant has not taken reasonable means to prevent after Tenant becomes or in the exercise of reasonable diligence should have become aware that such activities are being conducted.

18.1.5. *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 Premises.

18.1.6. *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 shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion provided such cure is completed within one hundred and twenty (120) days of the notice by Landlord.

18.2. Landlord Default. Landlord shall be deemed to be in default hereunder if Landlord fails to perform any covenant or condition of this Lease to be performed by Landlord and such failure continues for thirty (30) days after written notice and demand from Tenant (unless the failure is of such a character as to require more than thirty (30) days to cure, in which event Landlord shall be in default only if it fails to initiate the cure within thirty days, and thereafter diligently pursue the same to completion).

18.3. Remedies. Either party may pursue any remedies provided by law and in equity for the breach of this Lease except that Tenant, because of the special nature of this rent-free Lease, which does not generate net revenues for Landlord, shall not be entitled to pursue any monetary damages or penalties.

19. Notices. Any notices required hereunder shall be delivered personally or by certified mail, directed as follows (or to such other address as one party may furnish to the other from time to time):

If to Landlord:

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

With a copy to:

Director, Pima County Facilities Management
150 W. Congress St., 5th Floor
Tucson, Arizona 85701

If to Tenant:

Wilene M. Lampert, PhD.
2530 E Broadway Blvd. Suite C
Tucson, Arizona 85716

20. Assignment/Subletting.

- 20.1. Tenant shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (except for the employees, agents, servants and invitees of Tenant) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Landlord. Tenant acknowledges that Landlord has approved this Lease, with a nominal rental rate, based on the special nature of Tenant and the public benefits provided by Tenant's operations, and that Landlord may therefore withhold consent to a proposed sublease or assignment if in Landlord's sole judgment the operations of the proposed sublessee or assignee do not provide the same public benefit.
- 20.2. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any other assignment, subletting, occupation, or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease and shall not impose any additional burden or obligation on Landlord. Any such assignment or subletting without such consent shall be void, and shall constitute a default under the terms of this Lease.
21. Surrender of Premises. Tenant shall, upon expiration or earlier termination of this Lease, surrender the Premises in as good condition as the same shall have been in at the time possession thereof was delivered to Tenant, except for ordinary wear and tear; damage by the elements, fire or explosion (regardless of how or by whom any such damage may be caused), and damage caused by any other casualty or by any unavoidable or unforeseen cause.
22. Cancellation for Conflict of Interest. This Lease may be cancelled for conflict of interest pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by this reference.
23. Tenant not an Agent of Landlord. Tenant is not an agent of Landlord for any purpose under this Lease or otherwise. Tenant shall control activities on the Premises, and Landlord shall not control those activities. Tenant's employees and servants shall not be under the control of Landlord.
24. Non-Discrimination. Tenant shall comply with applicable local, state and federal laws, rules and regulations concerning equal employment opportunity and non-

discrimination. Tenant shall further comply with the Americans with Disabilities Act, to the extent applicable to Tenant's operations on the Premises.

25. Choice of Law. The laws of the State of Arizona shall apply to any action relating to this Lease and any court action shall be brought in a court in Pima County, Arizona.
26. Non-Waiver. The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Lease to be performed by the other party, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing to it at any time shall not be construed as an accord and satisfaction.
27. Entire Agreement. This Lease shall constitute the entire contract between Landlord and Tenant with respect to the Premises and no modification hereof shall be binding unless in writing and signed by both parties.

LANDLORD:

PIMA COUNTY, ARIZONA

By: 
Chairman of the Board of Supervisors

Date: AUG 05 2008

TENANT:

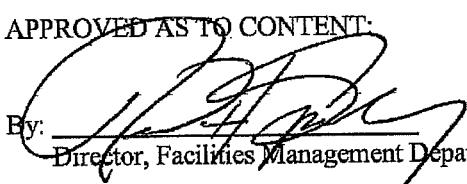
**SOUTHERN ARIZONA
CHILDREN'S ADVOCACY
CENTER, an Arizona nonprofit
corporation**

By: Wilene M. Lampert
Wilene M. Lampert PhD.
Its: Executive Director
Date: 7-10-08

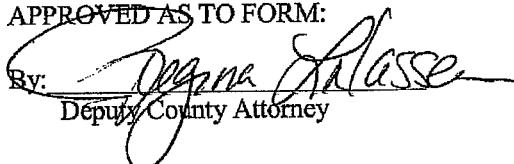
ATTEST:

Tom Goddard
Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:

By: 
Director, Facilities Management Department

APPROVED AS TO FORM:

By: 
Deputy County Attorney

Exhibits:

- A: Legal Description
- A-1: Site Plan
- B: Diagram Showing Interior Common Areas and Leased Spaces
- B-1: Diagram Showing Interior Common Areas and Leased Spaces
- C: Custodial Services
- D: Furniture Diagrams

Exhibit A

LEGAL DESCRIPTION

A portion of the Southwest ¼ of Section 29, Township 14 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona being further described as follows:

Commencing at the Southwest corner of the Southwest ¼ of said Section 29, thence N 89° 51' 52" E, along the South boundary line of the said Southwest ¼, said line also being the centerline of Ajo Way as is now exists, a distance of 2243.94 feet;

Thence N 00° 08' 08" W, a distance of 75.00 feet to the North right-of-way line of said Ajo Way and the centerline of an existing entrance drive;

Thence N 89° 51' 52" E, along the North right-of-way line of said Ajo Way, a distance of 35.00 feet to the "POINT OF BEGINNING";

Thence N 00° 08' 08" W, a distance of 73.00 feet;

Thence S 89° 51' 52" W, along a line parallel with the North right of way line of said Ajo Way, a distance of 226.00 feet;

Thence N 00° 08' 08" W, a distance of 267.00 feet;

Thence N 89° 51' 52" E, along a line parallel with the North right of way line of said Ajo Way, a distance of 445.00 feet;

Thence S 00° 08' 08" E, a distance of 340.00 feet to the North right of way line of said Ajo Way;

Thence S 89° 51' 52" W, along the North right of way line of said Ajo Way, a distance of 219.00 feet to the "POINT OF BEGINNING".

The above described property contains 3.095 acres more or less.

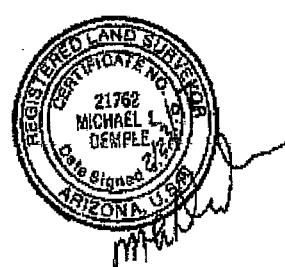
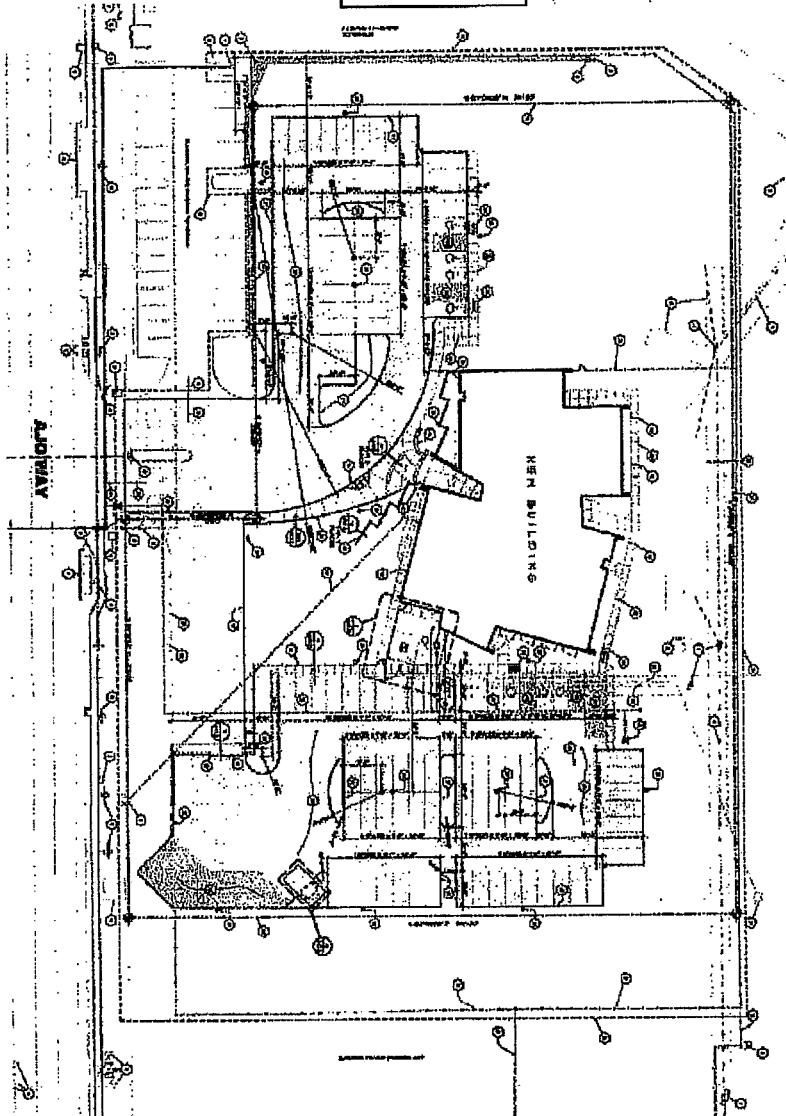


Exhibit A-1



PIMA COUNTY FACILITIES MANAGEMENT, 150 WEST CONGRESS, TUCSON ARIZONA 85701 (520)740-3085



Children's Advocacy Center
2225 E. Ajo Way
TUCSON, AZ

Lease Drawings

Exhibit B

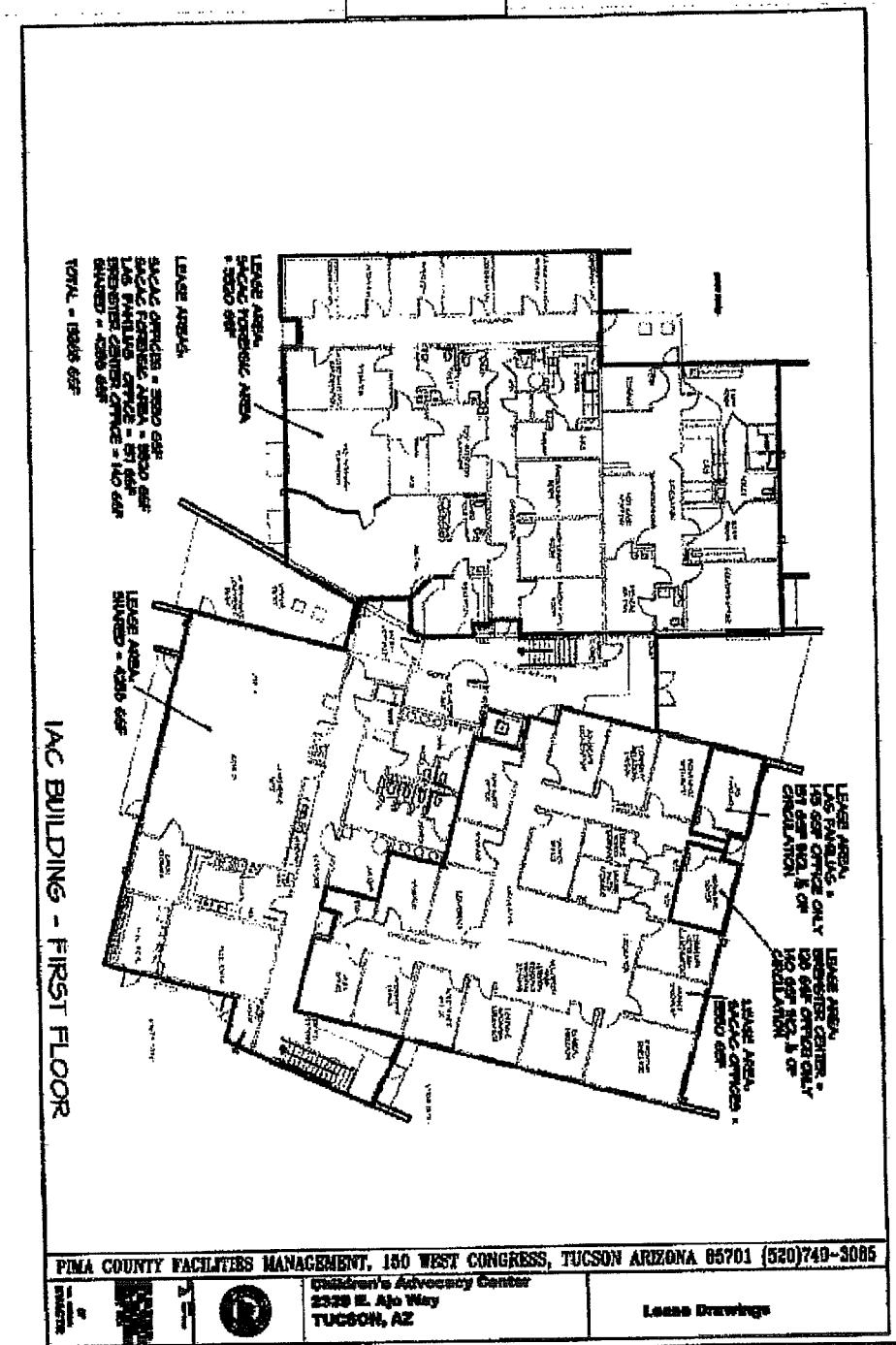


Exhibit B-1

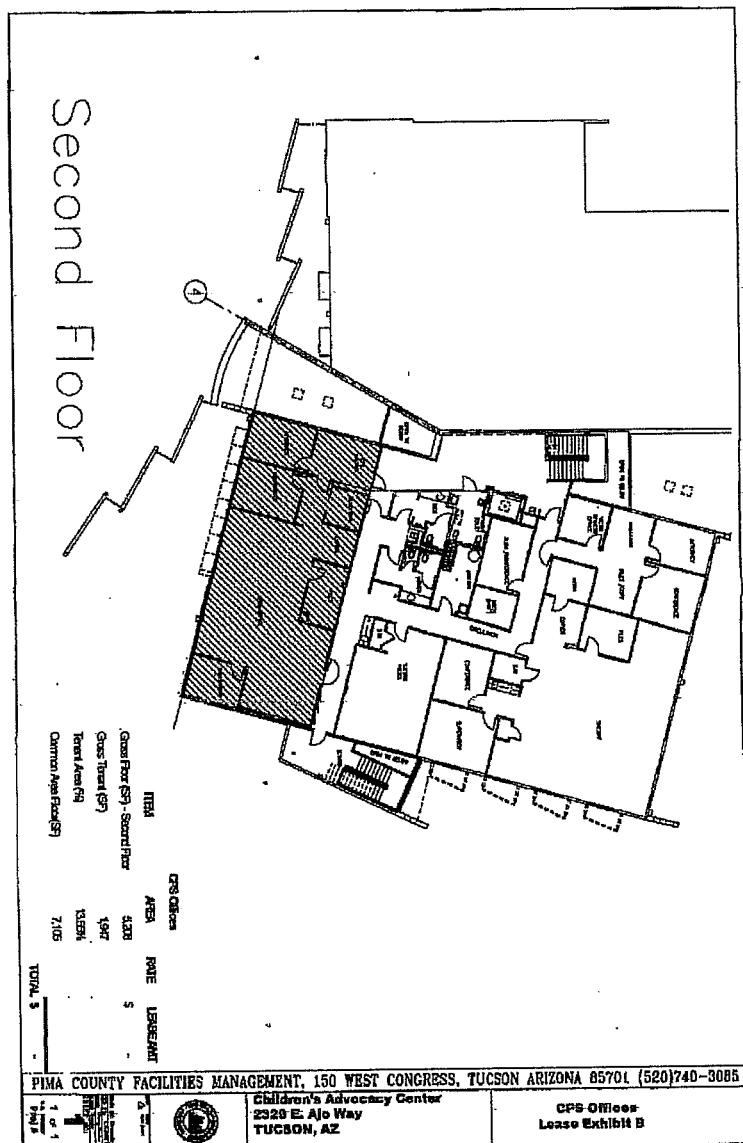


Exhibit C

**PIMA COUNTY
CUSTODIAL SERVICES-REQUIREMENTS CONTRACT**

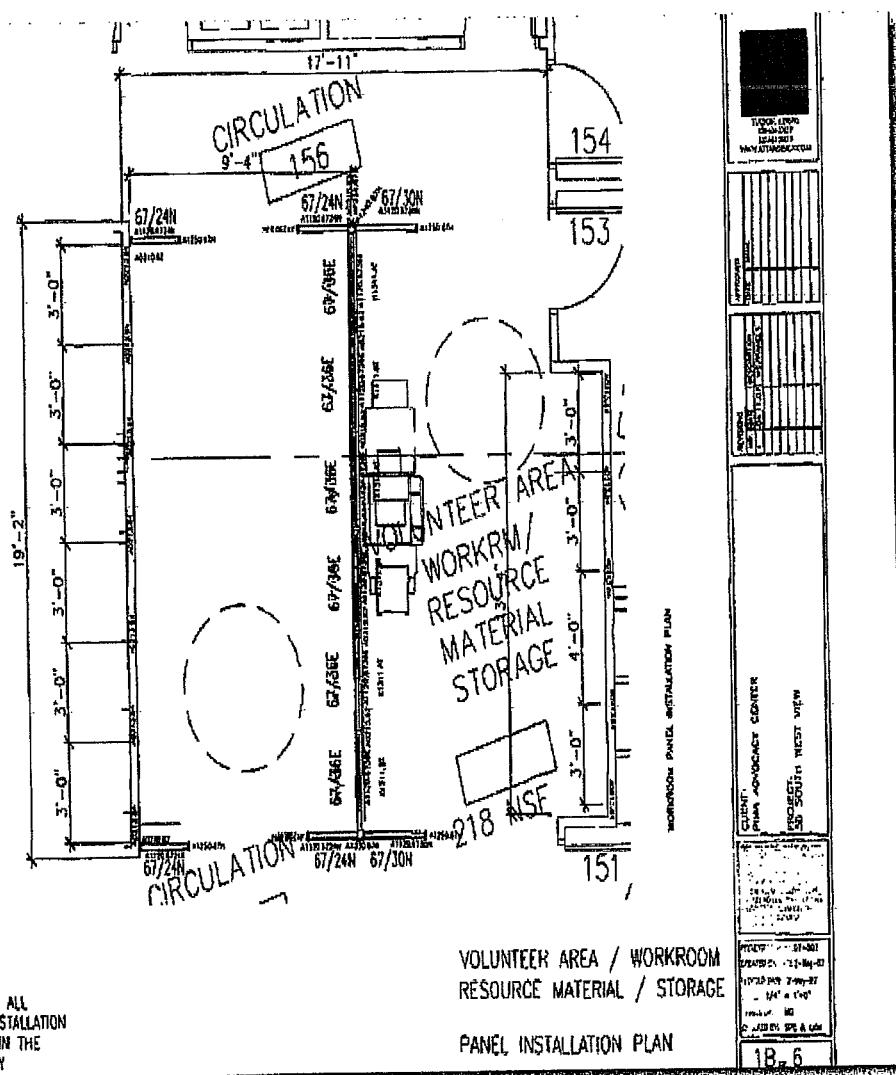
LOCATION-Facility Listing

Facility: Children's Advocacy Center

- A. Location: 2329 E. Ajo Way
- B. Approximate square footage to be cleaned: 8,850
- C. Nature of Building: Office Building
- D. Work Schedule: 2 times a week general cleaning, restrooms/lounges 5 times a week.
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein shall be performed. All floor work, including stripping and waxing, spray buffing, carpet Shampooing (extraction), and carpet bonnet cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.
- G. Facility specific requirements: 2 times a week general cleaning, restrooms/lounges 5 times a week.

Building keys will be issued to the CONTRACTOR. All employees will have uniforms. Supervisor shall perform a visual inspection to ensure nothing is being taken out of the building that does not belong to the employee.

Exhibit D



VENDOR TO FIELD VERIFY ALL
DIMENSIONS PRIOR TO INSTALLATION
- NOTIFY AVIAR DESIGN IN THE
EVENT OF A DISCREPANCY

EXHIBIT B



PIRA COUNTY FACILITIES MANAGEMENT AND MAINTENANCE, FACILITY MAINTENANCE AND PROPERTY MAINTENANCE

FLOOR PLANS - LEVEL 1
Children's Advocacy Center
2328 East 4th Way
Tucson, Arizona