

Contract Number: CTN-FM-14*91
Effective Date : 12-10-13
Term Date : 12-09-18
Cost : 4200,449.80
Revenue :
Total : NTE:
Action
Renewal By : 9-1-18
Term : 12-9-18
Reviewed by:

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: December 10, 2013

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

This Lease will allow the State of Arizona Department of Economic Security Child Protective Services office to continue leasing office space in the Interagency Victim Advocacy Center building. The DES employees in this office work entirely on cases of crimes against children which benefits the safety and health of children in Pima County.

CONTRACT NUMBER (If applicable) CTN FM 14*91

STAFF RECOMMENDATION(S):

Approve this Lease to allow the State of Arizona Department of Economic Security Child Protective Services office to continue leasing office space in the Interagency Victim Advocacy Center building.

CORPORATE HEADQUARTERS: _____

Page 1 of 2

Var. 1
Vendor 1
Pgs. 30

To: CHH- 11-27-13 By
Dip
CoB- 12-5-13
Agenda 12-10-13
Addendum (2)

DEC 10 11:00 AM 2013
BT
Procure Dept 11/27/13 PM 04:18

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

REVENUE TO PIMA COUNTY: \$200,449.80

COST TO PIMA COUNTY: \$0.00

FUNDING SOURCE(S): _____

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

		YES	X	NO
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Board of Supervisors District:

1		2		3		4		5		All	X
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IMPACT:

IF APPROVED: The State of Arizona Department of Economic Security Child Protective Services office which handles cases of crimes against children will continue leasing office space in the Interagency Victim Advocacy Center building for five years.

IF DENIED: The State of Arizona Department of Economic Security Child Protective Services will not have offices to work on cases of crimes against children which will endanger the safety of children in Pima County.

DEPARTMENT NAME: Facilities Management

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

CONTRACT

NO. CTN-FM-1400000000000000000091

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

LEASE

LESSOR: PIMA COUNTY, a body politic
Facilities Management Department
150 W. Congress, 3rd Floor
Tucson, AZ 85701

LESSEE: ARIZONA DEPARTMENT OF ECONOMIC SECURITY
an Agency of the State of Arizona
1789 West Jefferson
Phoenix, Arizona 85007

THIS LEASE is dated this ____ day of _____, 2013 by and between Pima County ("Lessor"), and the ARIZONA DEPARTMENT OF ECONOMIC SECURITY, an Agency of the State of Arizona, or its successor ("Lessee").

Lessor has the authority, pursuant to A.R.S. § 11-256.01, to lease to another governmental entity real property owned by Lessor at less than fair market value, and without a public auction.

WITNESSETH:

01. PREMISES; FURNITURE; CARD ACCESS

LESSOR hereby leases to Lessee and Lessee hereby leases from Lessor those premises("Premises") consisting of: Approximately 140 square feet of office space located on the first floor of the building known as 2329 E. Ajo Way, Tucson, Arizona, 85713 ("Building") as shown on Exhibit A which will contain the systems furniture as shown on Exhibit B, and 1,947 square feet of office space located on the second floor of that building as shown on Exhibit A-1 which will contain the systems furniture as shown on Exhibit B-1. Lessor will provide the systems furniture as shown in Exhibit B and Exhibit B-1, which is owned entirely by the Lessor, to Lessee at no cost or expense. Lessee agrees that the furniture listed on Exhibit B and Exhibit B-1 will remain in the Premises at all times during the Lease term and upon the expiration of this Lease after Tenant has vacated the Premises. Lessee is responsible for providing additional furniture, equipment, and supplies for its operations on the Premises, and any fixtures beyond those installed by Lessor. Fixtures installed by Lessee will remain the personal property of Lessee and, at its election, may be removed by Lessee at, or prior to, the expiration or earlier termination of this Lease. Lessee will repair any material damage to the Premises caused by such removal.

1 Lessee acknowledges that Lessor is not responsible for furnishing the Common Area conference
2 rooms. Lessee, and/or other occupants of portions of the Building, may furnish or agree upon furnishings
3 for such areas.

4 Access to the Building and the parking area will be secured using a key card system. Lessee will furnish
5 to Lessor (and shall update as needed) a list of all Lessee's employees who Lessee wishes to be given
6 key cards or already have received key cards, and Lessor will issue to Lessee that number of key cards,
7 which will be distributed by Lessee to its employees. Key cards may be re-issued or replaced from time to
8 time by Lessor for security reasons, and damaged key cards will be replaced by Lessor upon Lessee's
9 request. Lessee will pay for each key card furnished from time to time, at the County's then applicable
10 standard rate (currently \$50.00 per card). Lessee will be responsible for each employee's use of the key
11 card issued to such employee, will collect the key card from an employee when that employee ceases
12 working for Lessee at the Building and will promptly return the key card to Lessor. If any key card issued
13 to Lessee or an employee of Lessee is lost or misused in a manner that necessitates Lessor replacing the
14 key cards or changing the codes for the Building, Lessee will pay to Lessor the then applicable costs of
15 such replacement/re-coding which is currently \$50.00 per card.

16 **02. TERM**

17 The term of this Lease is for five (5) years (or until sooner terminated as herein provided)
18 commencing on the date this lease is executed by both parties (the "Effective Date") and expiring five (5)
19 years thereafter. This lease may be renewed for an additional FIVE (5) year term, upon terms and
20 conditions to be negotiated at time of renewal. Lessee must give a minimum of One Hundred Twenty
21 (120) days written notice to lessor of its intention to renew this lease.

22 Lessee is liable for rent commencing on the Effective Date. If the Lessee takes
23 possession on other than the first day of a calendar month, Lessee will pay for the remainder of that
24 month on a pro-rata basis.

25 **03. RENT; OPERATING EXPENSES; PHONE CHARGES**

26 In consideration of the public purpose of this Lease, Lessee is not required to pay rent,
27 but agrees to pay Lessee's proportionate share of all Operating Expenses for the Building and Common
28 Areas at such a place as may be designated from time to time by Lessor. The current sum is currently

1 One Thousand Seven Hundred Twenty, DOLLARS AND Twenty-Four CENTS (\$1,720.24)) PER MONTH,
2 which does not include applicable rental occupancy taxes pursuant to Arizona Revised Statutes, Section
3 42-6001 et seq.

4 "*Lessee's Proportionate Share of All Operating Expenses*" are calculated by dividing the total amount of
5 the Operating Expenses by the rentable square footage of the entire Building, and then multiplying the
6 resulting per-foot amount by the total rentable area of the Premises. Based on the plans for the Building,
7 the total rentable area of the Premises (which means the area exclusively occupied by Lessee, plus
8 Lessee's pro-rata share of Common Areas) is 3,120 square feet, and the total rentable area of the
9 Building is 21,460 square feet. Lessee will be paying approximately 14.54% of the total Operating
10 Expenses of the Building for Lessee's occupancy of the Premises.

11 "*Operating Expenses*" means all direct costs of operation, repair and maintenance of the Building and
12 Common Areas, including (but not necessarily limited to) any applicable utilities (including water and
13 sewer charges); insurance premiums; elevator maintenance; trash service; pest control; the cost of
14 repairs to Common Areas; landscaping costs; costs associated with maintaining, painting, repairing or
15 resurfacing the parking area; janitorial supplies and services; Lessor's direct and indirect labor costs for
16 any work done by Lessor's own labor force; and an administrative fee equal to ten percent (10%) of the
17 other Operating Expenses.

18 *Payment of Lessee's Proportionate Share.* Lessee shall pay, on the Effective Date, and on the last day of
19 each month during the term of this Lease thereafter, Lessee's Proportionate Share of the estimated
20 Operating Expenses for the current month. (If the first and last months are partial months, the amount
21 shall be prorated.) Lessee will mail the payment to Lessor's address in Section 22. Lessor will advise
22 Lessee from time to time of the amount of the monthly estimated Operating Expenses and Lessee's
23 Proportionate Share of same, and Lessee will pay that amount on a monthly basis, without demand or
24 offset, until such time as Lessor advises Lessee of any new estimate.

25 *Reconciliation/Audit.* Lessor will, no less often than annually, give to Lessee a reasonably detailed
26 itemized statement reconciling estimated Operating Expenses paid with actual Operating Expenses
27 incurred. Lessee may, at any time, inspect or audit, at Lessee's expense, Lessor's books and records in
28 order to verify the amount of Operating Expenses and Lessee's Proportionate Share. If such a

1 reconciliation or audit reveals that Lessee has underpaid, Lessee will pay any additional amounts due
2 within thirty (30) days of receipt of the statement or completion of the audit; if Lessee has overpaid, Lessor
3 will refund to Lessee the amount of the overpayment. Lessor will perform a final reconciliation for the last
4 year of the Lease term within one hundred twenty (120) days after this Lease expires or is earlier
5 terminated, and Lessor will refund to Lessee any overpaid amounts, or Lessee will pay to Lessor any
6 additional amounts due.

7 *Phone/Internet Charges.* In addition to Operating Expenses, as set forth above, Lessee will pay to Lessor
8 on a monthly basis, without demand or offset, fees for internet and local telephone service. As of the
9 Effective Date, the fee is \$22.97 per month per phone line for phone service and \$21.03 per month per
10 internet connection for internet service. The amount of this fee is based on the amount charged to the
11 budgets of the various County departments for phone and internet service and Lessor may increase or
12 decrease the rate from time to time.

13 *Capital Reserves/Administrative Fee.* Lessee will also pay to Lessor each month an amount equal to ten
14 percent (10%) of Lessee's Proportionate Share of Operating Expenses, which amount will be placed by
15 Lessor in a capital reserve account to be used by Lessor for capital repairs to the Building and the
16 Common Areas.

17 **04. TERMINATION**

18 In the event the Lessee is directed by the Arizona Department of Administration to move
19 into an existing State owned or leased facility, including, but not limited to, any newly purchased,
20 constructed or wholly leased facility, during the term or renewal of this Lease, Lessee may terminate this
21 Lease upon one hundred twenty (120) days' prior written notice to Lessor. In that event Lessee will be
22 responsible for all obligations to Lessor incurred prior to the termination date specified in the notice.

23 In the event no funds or insufficient funds are available or allocated to Lessee or Lessor
24 for any payment that may be due under this Lease or Lessor's ownership, maintenance, operation or
25 repair of the Building or Premises, including no funds or insufficient funds resulting from an act of the
26 Legislature, or the Pima County Board of Supervisors for any portion of any term of this Lease, Lessee or
27 Lessor may immediately terminate this Lease and the parties will be without further obligation under this
28 Lease except for payments already due and owing from Lessee to Lessor. In the event of termination

pursuant to this paragraph, Lessee will remove its personnel and property from the premises by the end of the period for which funds are available. Lessee will advise Lessor at any time it appears that there may be insufficient funds to fully pay its Lease payments. Lessor will advise Lessee any time it appears that there may be insufficient funds to own, maintain, operate and/or repair the Building or Premises. No liability will accrue to the Lessee or any other agency of the State of Arizona after the termination date in the event the provision of this paragraph is exercised, and neither the Lessee nor any other agency of the State of Arizona will be obligated or liable for any future payments after the termination date or for any damages as a result of termination under this paragraph.

05. REPAIRS

Lessor will promptly make all repairs and replacements to the Premises, including all common areas and parking areas, which include, but are not limited to, all structural systems, roofs, lighting fixture ballasts, light bulbs and tubes, exterior and interior walls, heating, plumbing, air conditioning, ventilation system filters, doors, windows, ceiling systems, corridors, any generators and uninterrupted power supply (UPS) used for building power, employee access systems, automatic door openers and surrounding grounds, including landscaping. If Lessee requires any repairs that adversely affect Lessee's business operations to be performed outside the core business hours specified in Paragraph 18, of this Lease, Lessee will pay the additional cost to Lessor. Scheduling of such repairs outside of the core business hours will have the prior approval of the Lessee. Lessor is not responsible for damage caused by the negligence of Lessee, its employees, contractors or clients; Lessee will promptly repair any such damage or, if Lessee fails to do so, Lessor may make the repairs, in which event Lessee will pay to Lessor all of Lessor's costs in doing so. Lessee shall be responsible for cleaning and minor cosmetic maintenance of the interior of the Premises, and for cleaning up Common Area conference rooms after use by Lessee (subject to Paragraph 7 regarding janitorial services).

Lessee will permit Lessor and Lessor's authorized representatives to enter the Premises at times convenient to Lessee for purposes of inspection, making any repairs and performing any work therein as may be necessary for Lessor to comply with the provisions of this Lease. Lessor, in the performance of any such work, will cause as little inconvenience, annoyance, disturbance, or damage to Lessee as may reasonably be possible under the circumstances.

1 **06. UTILITY CHARGES**

2 Lessor agrees to furnish and pay for, at no cost to the Lessee during the term, water,
3 electricity, sewer and waste removal services, consumed on the Premises except for telephone service
4 which is subject to payment as provided in Paragraph 3 above. Lessor agrees to furnish, pest control,
5 parking lot sweeping, fire extinguishers, fire suppression systems certification and services. However,
6 Lessor will not be liable to Lessee for any stoppage or interruption of such services and utilities, due to
7 causes beyond control of the Lessor.

8 **07. JANITORIAL**

9 Lessor agrees to provide and pay for TWO (2) days per week janitorial service to the
10 Premises and FIVE (5) days per week janitorial service to the restrooms, including
11 all supplies and materials and such services will be performed to comply with the requirements listed in
12 **Exhibit C** Janitorial Requirements.

13 Lessee is required to participate in the State-recycling program and will provide at
14 Lessee's expense certain workstation waste containers to be used for recyclable paper. Lessee is
15 responsible for collecting the paper from these containers and placing it in the centralized containers
16 provided by Lessee for that purpose. Lessor will allow the State's paper recycling program contractor
17 access to the building during business hours except County holidays for purposes of removing the
18 accumulated recyclable paper from the Premises.

19 **08. IMPROVEMENTS AND ALTERATIONS**

20 Lessee will not make any alterations, additions or improvements to the Premises without
21 the prior written consent of Lessor. Lessor's consent will not be unreasonably withheld. Any such
22 alterations, additions or improvements (except moveable furniture and trade fixtures) will at once become
23 a part of the Building and belong to Lessor, with Lessor assuming responsibility for repair and
24 maintenance.

25 **09. OFFSET**

26 In the event the Lessor fails to maintain the premises in a clean, orderly and safe
27 condition; fails to provide repairs, maintenance or services as required in Paragraph 5; fails to pay for
28 utility charges required in Paragraph 6; or fails to provide Janitorial services required in Paragraph 7, then

1 Lessee may make written demand upon Lessor to provide such repairs, maintenance, service or
2 improvements. If the repairs, maintenance, service, improvements, utility services, or other obligations
3 are not provided within ten (10) calendar days after written demand has been made to Lessor by Lessee,
4 then Lessee may obtain the same and deduct the cost from any rental payment due after such repairs,
5 service, improvements, maintenance or other obligation has been so obtained.

6 **10. USE OF PREMISES**

7 The Premises are leased to Lessee for the sole purpose of providing services of the
8 Department of Economic Security. Lessee agrees to comply with all applicable laws, ordinances,
9 regulations and building codes, now or hereafter in force in connection with its use of the Premises.
10 Lessee will not commit or suffer the commission of any waste, overload any floor of the Premises beyond
11 the load limit established by Lessor or knowingly permit any explosives to enter the Building. Lessor or
12 Lessor's tenants will not interfere with Lessee's right to quiet enjoyment throughout the term of this lease.
13 The Common Areas will at all times be subject to the control and management of Lessor, and Lessor will
14 have the right from time to time to change the area, level, location, appearance and furnishing or
15 landscaping of Common Areas, provided that it does not materially interfere with Lessee's operations.
16 Lessor has the right at any time to temporarily close any portion of the Common Areas for the purpose of
17 making repairs, changes or additions thereto, and Lessor may enter into agreements with adjacent
18 owners for cross-easements for parking, ingress or egress. Lessor will not, however, be responsible for
19 day-to-day scheduling and management of any shared conference rooms.

20 Lessee and its employees, agents, contractors and invitees will abide by rules and regulations for
21 the Building that are established from time to time by Lessor concerning, among other things, sanitation,
22 handling of trash and debris, loading and unloading of trucks and other vehicles, safety and security, after
23 hours use and procedures, and use of Common Areas. Such rules and regulations will be applied in a
24 non-discriminatory manner and will not unduly limit or impair Lessee's permitted use of the Premises.

25 Lessor utilizes the Building primarily for an interagency victim advocacy center and leases space
26 within the Building to other public and non-profit organizations and agencies for such use. In the event,
27 however, that one or more occupants of space within the Building vacate the Building, Lessor has the right

1 to utilize any unoccupied space for other purposes, such as for office space for County personnel,
2 provided that such use is not incompatible with Lessee's use.

3 Lessor reserves the right to enter the Premises to inspect the same; provided that if such entry is
4 not during normal business hours, Lessor will give Lessee at least twenty-four (24) hours advance notice.
5 Lessor will make reasonable efforts to not interrupt Lessee's business at the Premises. Lessor at any and
6 all times has the right to use any and all means which Lessor may deem proper to open doors in an
7 emergency in order to obtain entry to the Premises, without liability to Lessee, except for any damage to
8 Lessee's property caused by gross negligence of Lessor, and any entry to the Premises obtained by
9 Lessor by any such means, or otherwise, will not under any circumstances be construed or deemed to be
10 a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Lessee from the Premises
11 or any portion thereof

12 **11. PARKING**

13 Lessor will provide thirty-four (34) visitor parking spaces and sixty-one (61) staff parking
14 spaces for the Building throughout the term of this Lease or any renewal which shall be available for use
15 by all tenants in the Building on a first-come-first-served basis.

16 In the event Lessor commences renovations and expansion involving the parking, Lessor
17 shall provide comparable temporary parking spaces.

18 Should a parking structure be erected on the existing parking lot, Lessor shall provide
19 parking in the proposed structure upon completion of same at a rate comparable to similar parking
20 structures in the geographic area..

21 **12. COMPLIANCE WITH THE LAW**

22 Lessor will promptly execute and comply with all statutes, rules, orders, building codes,
23 fire codes, ordinances, requirements and regulations of the City, County, State and Federal governments,
24 including O.S.H.A., the Americans With Disabilities Act of 1990 (42 USC Sec. 12101 through 12213 and
25 47 USC Sections 225, 611), Arizonans With Disabilities Act of 1992 (ARS Sec. 41-1492 et seq.) and their
26 underlying regulations and rules, which are applicable to the Premises. Nothing herein contained will be
27 construed to restrict Lessor from contesting the validity of any such regulation, rule or ordinance, provided
28 Lessor indemnifies the Lessee to its reasonable satisfaction against the consequences of non-compliance

1 during the period of dispute. Lessor is not obligated to make any alterations to the Building or the
2 Premises to comply with any such laws, codes, or regulations that become effective or applicable to the
3 Building or the Premises after the Effective Date, unless legally required to do so.

4 Lessee will comply with all federal, state and local laws, rules, regulations, standards,
5 Executive Orders, and Pima County Board of Supervisors' policies, including Policy Number C. 3.18
6 entitled "Tobacco-Free Environment" (attached hereto as **Exhibit D**), without limitation to those
7 designated within this Lease. The laws and regulations of the State of Arizona will govern the rights of the
8 parties, the performance of this Lease and any disputes hereunder. Any action relating to this Lease will
9 be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules,
10 regulations, and Board of Supervisor policies during the terms of this Lease shall apply but do not require
11 an amendment.

12 Lessee and its employees, agents, contractors and invitees will abide by rules and
13 regulations for the Building shown in **Exhibit E** that are established from time to time by Lessor
14 concerning, among other things, sanitation, handling of trash and debris, loading and unloading of trucks
15 and other vehicles, safety and security, after hours use and procedures and use of Common Areas. Such
16 rules and regulations will not unduly limit or impair Lessee's permitted use of the Premises.

17 **13. EMINENT DOMAIN**

18 In the event the building, the land on which it is located or any portion of the leased
19 premises is taken under, or a conveyance is made under the threat of condemnation proceedings,
20 Lessor shall be entitled to all proceeds. Lessee shall not be entitled to any proceeds but will be entitled to
21 relocation expenses as may be provided by law.

22 **14. ASSIGNMENT AND SUBLEASE**

23 Lessee will not assign, transfer, mortgage or encumber this Lease nor sublet the
24 Premises or any portion thereof without the prior written consent of Lessor, and any such act is a breach
25 of this Lease. Consent to an assignment, subletting, occupation or use by other persons will not release
26 Lessee from any of Lessee's obligations or be deemed to be a consent to any subsequent assignment,
27 subletting, occupation or use. Because of the special nature of this Lease and the Building and Premises,

Lessor may withhold its consent to any proposed assignment, subletting, occupation or use in Lessor's sole discretion.

15. DESTRUCTION OF THE PREMISES

A. In the event the Premises are totally destroyed, this Lease will terminate.

B. In the event the Premises are partially destroyed, Lessor, with reasonable promptness and dispatch, will commence repairing and/or rebuilding the same within one hundred eighty (180) calendar days. Lessee will pay rent, if the remaining premises are tenantable, during such period of repair or rebuilding in the proportion of tenantable premises occupied by Lessee. In case the remaining portion of the Premises, following a partial destruction, are untenable by Lessee, Lessee will have the option to cease occupancy and all rent payments until the Premises are tenantable or terminate the Lease.

C. The word "tenantable" means useable for the purpose of performing the duties and services provided by Lessee.

16. SUBORDINATION AND ATTORNMENT

This Lease is junior, subject and subordinate to all mortgages, deeds of trust, and other security instruments of any kind now covering the property of which the leased premises are a part, or portion thereof. Lessor reserves the right to place liens or encumbrances on said property or any part thereof or interest therein superior in lien and effect to this Lease. This Lease, at the option of Lessor, is subject and subordinate to any and all such liens or encumbrances now or hereafter imposed by Lessor without the necessity of the execution and delivery of any further instruments on the part of the Lessee to achieve such subordination. Notwithstanding the foregoing, Lessee covenants and agrees to execute and deliver upon demand the instrument, attached as **Exhibit F**, evidencing such subordination of this Lease.

In the event of the foreclosure of any mortgage, deed of trust or other lien, Lessee will attorn to the owner who acquires title to the property and will recognize such owner as Lessor under this lease. Lessee hereby waives any rights to terminate this Lease because of the foreclosure of any such mortgage, deed of trust or other security instrument provided that neither Lessor nor the new owner is in default of any provision of this Lease.

17. SALE BY LESSOR

1 In the event of a sale or conveyance by Lessor of the Building, the same will operate to
2 release Lessor as of the date from any and all future liability under this Lease. The Lease will not be
3 affected by any such sale, and Lessee agrees to attorn to the purchaser of the building.

4 **18. DEFAULT/TERMINATION**

5 Either party may present written notice of default or non-performance to the other party.

6 *Lessee Default.* The occurrence of any one or more of the following events constitutes a default
7 and breach of this Lease by Lessee for which Lessor may terminate this Lease:

8 a. The vacating or abandonment of the Premises, or cessation of activities thereon,
9 or any portion thereof, by Lessee, where such abandonment continues for a period of ten (10)
10 calendar days after notice of such default is sent by Lessor to Lessee.

11 b. The failure by Lessee to make any payment required to be made by Lessee
12 hereunder, as and when due, where such failure continues for a period of ten (10) calendar days
13 after notice from Lessor that such payment is due.

14 c. Violation of any law by Lessee, or the conduct of any unlawful activities on the
15 Premises that are permitted by Lessee, either tacitly or explicitly, or which Lessee has not taken
16 reasonable means to prevent after Lessee becomes, or in the exercise of reasonable diligence
17 should have become, aware that such activities are being conducted.

18 d. Any action or omission by Lessee that, in the Lessor's reasonable judgment,
19 causes a threat to the health or safety of the general public or the users of the Premises.

20 e. The failure by Lessee to observe or perform any other of the covenants,
21 conditions or provisions of this Lease to be observed or performed by Lessee, where such failure
22 continues for a period of thirty (30) days after written notice thereof by Lessor to Lessee; provided,
23 however, that if the nature of Lessee's default is such that more than thirty (30) days are
24 reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee
25 commences such cure within said thirty (30) day period and thereafter diligently prosecutes such
26 cure to completion provided such cure is completed within one hundred and twenty (120) days of
27 the notice by Lessor.

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

6 *Remedies.* Either party may pursue any remedies provided by law and in equity for the breach of
7 this Lease except that Lessee, because of the special nature of this rent-free Lease, which does not
8 generate net revenues for Lessor, is not entitled to pursue any monetary damages or penalties.

9 *Termination; Change in Circumstances.* Lessee acknowledges that Lessor intends to lease the
10 rest of the space in the Building, other than Lessee's Premises and the Common Areas, to other public
11 agencies and non-profit organizations involved in victim advocacy and criminal investigation and
12 prosecution. The principal tenant is the Southern Arizona Child Advocacy Center (SACAC), which
13 occupies most of the first floor of the Building. In the event that SACAC vacates the Building without
14 assigning its interest in its lease, or subletting its portion of the Building to another agency or organization
15 with a use compatible with Lessee's use, then either Lessee or Lessor may terminate this Lease with at
16 least sixty (60) days' written notice to the other party.

17 **19. ENVIRONMENTAL REGULATIONS**

18 Lessee shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought
19 upon, kept, or used in or about the Premises by Lessee, its agents, employees, contractors or invitees. If
20 the presence of any Hazardous Material on or in the Premises, or the soil or ground water under or
21 adjacent to the Building caused or permitted by Lessee, or its agents, employees, contractors or invitees
22 results in any suspected contamination of the Building, the soil or ground water under or adjacent to the
23 Building, Lessee shall promptly notify Lessor in writing and take all actions at its sole expense as are
24 necessary to return the Building and Land, or such soil or ground water to the condition existing prior to
25 the introduction of any such Hazardous Material to the Building or Land, or to such soil or ground water;
26 provided that Lessor's approval of such actions shall first be obtained, which approval shall not be
27 unreasonably withheld so long as such actions would not potentially have any material adverse long-term
28 or short-term effect on the Land or Building.

1 **20. ENVIRONMENTAL CONTROL**

2 Lessor will maintain adequate heating, ventilation, cooling and lighting equipment in
3 operation to maintain the following environmental conditions within the Premises, during Core Business
4 Hours and Days. Core business days are Monday through Friday with the core business hours of 7 am to
5 6 pm (except holidays on which County offices are closed) and Saturday the core business hours of 8 am
6 to 1 pm, and 24 hours per day, 7 days per week within the Communication Equipment rooms. Excluding
7 the Communication Equipment rooms, utilities for Lessee's usage, outside of core business hours, will be
8 charged at a rate not to exceed \$30.00 per hour as of the Effective Date. Lessor may increase this rate
9 based on actual utility costs.

10
11 Temperature in winter - 70°F - 75°F
12 Temperature in summer - 74°F - 78°F

13
14 The air handling system shall provide outdoor air introduction at a rate of fifteen (15) to
15 twenty (20) cubic feet per minute, at all times the work area is occupied. The system
16 shall be operated and maintained consistent with the American Society of Heating,
17 Refrigeration and Air Conditioning Engineers (ASHRAE) Standard 62-1989, "Ventilation
18 for Acceptable Air Quality".

19
20 Lighting on all workstations – 50' foot candles maintained at desk height.
21

22 For the purpose of this clause summer is defined as the months April through October,
23 inclusive and winter is defined as the months November through March, inclusive. Lessor shall replace
24 ventilation system filters monthly with air filtration devices rated with an 85% efficiency rating.

25 All air conditioning systems shall be serviced regularly per manufacturer specifications.

26 **21. SELF INSURANCE BY LESSEE**

27 Lessor and Lessee acknowledge that Lessee is self-insured as an agency of the State of
28 Arizona and will provide Lessor with a certificate of self-insurance providing the maintenance of One
29 Million Dollars (\$1,000,000) of general liability coverage. This self-insurance protects the Lessee only.

30 **22. ATTORNEY'S FEES**

31 In the event of any legal action or proceeding brought by either party against the other arising out
32 of this Lease, the prevailing party shall be entitled to recover costs and reasonable attorney's fees, as
33 determined by the court and not by a jury, based on the prevailing hourly wage for attorneys in the

1 metropolitan area in which the legal proceeding takes place, and such other matters deemed relevant by
2 the court, and such amount shall be included in any judgment rendered in such proceedings.

3 **23. WAIVER**

4 No waiver by Lessor of any provision of this Lease or of any breach by Lessee is a waiver
5 of any other provision hereof, or of any subsequent breach by Lessee of the same or any other provision.
6 Lessor's consent to or approval of any act by Lessee requiring Lessor's consent to or approval will not
7 render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act of Lessee.

8 **24. NOTICES**

9 All notices to be given by one party to the other will be in writing and sent by electronic
10 mail (e-mail), certified mail or hand delivered to each as follows:

11

12

13 LESSOR: Director, Pima County Facilities Management
14 Department
15 150 W. Congress Street, 3rd Floor
16 Tucson, Arizona 85701
17

18

19 LESSEE: ARIZONA DEPARTMENT OF ECONOMIC SECURITY
20 REAL ESTATE SERVICES - 810Z-8
21 1789 West Jefferson
22 Phoenix, Arizona 85007

23 **25. TIME**

24 Time is of the essence of this Lease and each and all of its provisions.

25 **26. DEFINED TERMS AND MARGINAL HEADINGS**

26 The words "Lessor" and "Lessee" as used herein include the plural as well as the
27 singular. The marginal headings and titles to the articles of this Lease are not a part of this Lease and
28 have no effect upon the construction or interpretation of any part of the Lease.

29 **27. HOLD OVER**

30 Should Lessee hold possession after expiration of the lease term or any renewal thereof, Lessee will
31 become a Lessee on a month-to-month basis upon the same terms and conditions of said Lease.

32 Either Lessor or Lessee will have the right to terminate any holdover tenancy with thirty
33 (30) calendar days' written notice to the Lessee or Lessor without incurring any penalty or damages.

1 **28. ESTOPPEL CERTIFICATE**

2 Lessee from time to time will , upon not less than ten (10) business days' prior written
3 request by Lessor, deliver to Lessor a statement in writing, as attached as **Exhibit G**, certifying: (1) that
4 this Lease is unmodified and in full force and effect or if there have been modifications, that this Lease as
5 modified is in full force and effect; (2) the dates to which rent and other charges have been paid, and (3)
6 that Lessor is not in default under any provisions of this Lease, or if in default, a detailed description of
7 such default.

8 **28. AGREEMENTS IN WRITING**

9 All negotiations, considerations, representations, and understandings between the parties
10 are incorporated and expressly stated and may be modified and altered only by agreement in writing
11 between the parties.

12 **29. PROHIBITION OF DISCRIMINATION**

13 Lessor and Lessee agree to comply with State of Arizona Executive Order No. 2009-09,
14 "PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS, NONDISCRIMINATION IN
15 EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS".

16 Except with the express authorization of Congress, Lessor and Lessee and their
17 employees or agents will not utilize any Federal funds under the terms of this contract to solicit or
18 influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding
19 pending or prospective legislation.

20 **30. LIENS**

21 Lessee will keep the premises free from any liens arising out of any work performed,
22 materials furnished or obligations incurred by Lessee. In the event that Lessee has not, within ten (10)
23 days following the imposition of any such lien, caused the same to be released of record by payment or
24 posting of a proper bond, Lessor has, in addition to all other remedies provided by law, the right to cause
25 the same to be released by such means as Lessor deems proper, including the payment of the claim
26 giving rise to such lien.

1 All such sums paid by Lessor and all expenses incurred by Lessor are considered
2 additional rent and are payable by Lessee on demand with interest at the maximum rate per annum
3 chargeable under the laws of the State of Arizona.

4 **31. INSPECTION AND AUDIT**

5 In accordance with Arizona Revised Statutes, Section 35-214, all books, accounts,
6 reports, files and other records relating to this Lease shall be subject at all reasonable times to inspection
7 and audit by the Lessee, its agents, or employees at the Lessor's office or at the Lessee's offices
8 designated in Paragraph 22 at any time during the terms of the Lease and for five years after termination.

9 **32. ARBITRATION**

10 The parties agree to use arbitration as required by ARS Section 12-1518.B.

11 **33. RIGHT OF RECOVERY**

12 The parties to the Lease mutually agree to waive all rights of recovery each against the
13 other for damage to the property of either caused by fire, lightning, or the perils insured under the
14 Standard Extended Coverage Endorsement in use in the State of Arizona.

15 **34. AMENDMENTS OR MODIFICATIONS**

16 An authorized representative of either party may initiate any non-material alteration that
17 affects the provisions of this Lease by written notice to the other party, and an amendment to the Lease is
18 not necessary. Non-material alterations that do not require a written amendment are as follows:

- 19 A. Change in the address or telephone number of the Lessor or Lessee;
- 20 B. Change in authorized signatory;
- 21 C. Change in the name and/or address of the person to whom notices are to be
22 sent;
- 23 D. Change of leased property address, due to postal reconfiguration; and/or
- 24 E. Change in property management.

25 **35. ASSIGNMENT OF OVERCHARGES**

26 The parties recognize that in actual economic practice, overcharges resulting from anti-
27 trust violations are in fact borne by the purchaser. Therefore, Lessor hereby assigns to Lessee any and all

1 claims for such overcharges to the extent that such claimed overcharges are the direct result of a
2 purchase by Lessee.

3 **36. CONFLICT OF INTEREST**

4 All parties hereby are put on notice that this agreement is subject to cancellation pursuant
5 to Arizona Revised Statutes, Section 38-511, the provisions of which are incorporated herein.

6 **END OF TEXT**

7

IN WITNESS, the parties have executed this instrument by proper persons duly

authorized so to do the day and year first above written.

LESSOR: FOR AND ON BEHALF OF PIMA COUNTY

LESSEE: FOR AND ON BEHALF OF THE
ARIZONA DEPARTMENT OF ECONOMIC
SECURITY

By: _____
Chairman, Board of Supervisors

By: _____
Assistant Director

Date: _____

Date: _____

ATTEST

APPROVED

By: _____
Clerk of the Board of Supervisors

By: _____
Regional Manager
Real Estate Services

Date: _____

APPROVED AS TO FORM:

ARIZONA ATTORNEY GENERAL'S OFFICE

By:  **TOBIN ROSEN**
Deputy County Attorney

By: _____
Assistant Attorney General

Date: 11/14/13

Date: _____

APPROVED AS TO CONTENT:

Approved Pursuant to ARS Section 41-792

By: 
Director, Facilities Management Department

By: _____
Director, Department of Administration

Date: 11.18.13

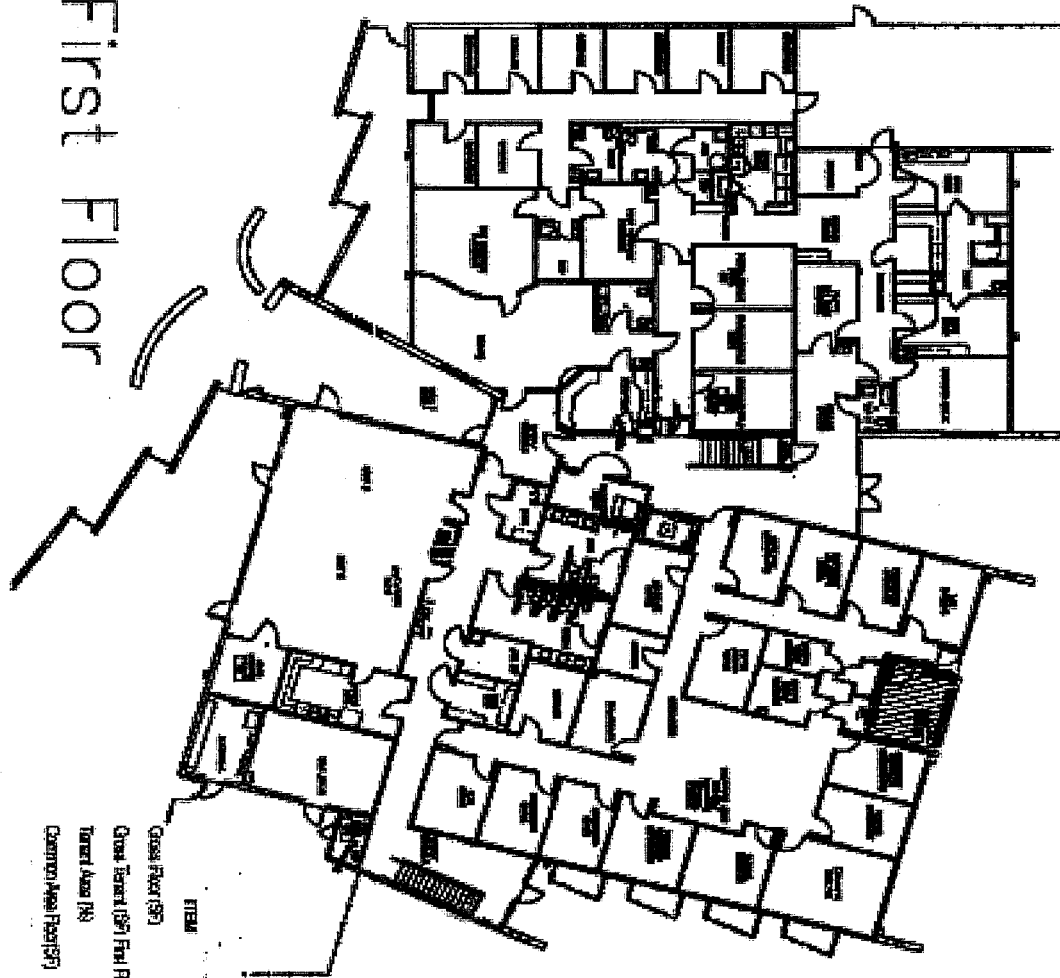
Date: _____

Exhibits:

- A - First floor office floor plan
- A-1 - Second floor office floor plan
- B - First floor systems furniture plan
- B-1 - Second floor systems furniture plan
- C - Janitorial
- D - Tobacco-Free Environment Policy
- E - Rules & Regulations
- F - Subordination & Attornment Agreement
- G - Estoppel Certificate

EXHIBIT A

First Floor



ITEM	AREA	RATE	LEASE AMT
Gross Floor (SF)	5,147	\$	
Gross Rent (SF) First Floor	146		
Taxable Area (Sq)	13,285		
Common Area Rent (SF)	7,145		
TOTAL \$			

PIMA COUNTY FACILITIES MANAGEMENT, 150 WEST CONGRESS, TUCSON ARIZONA 85701 (520)745-3085

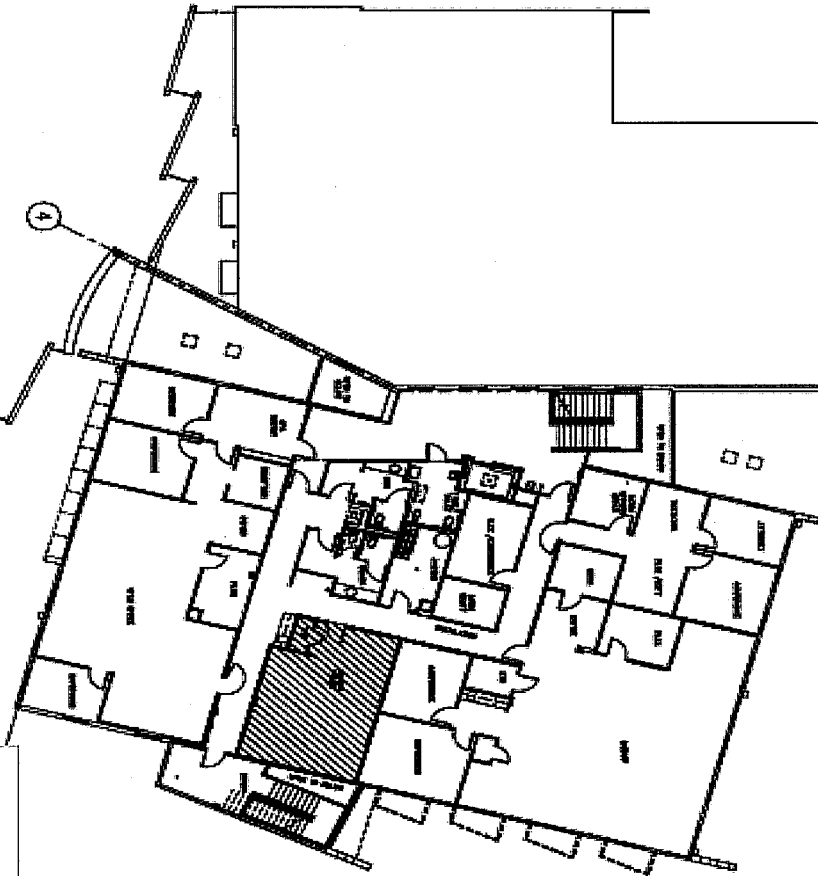


Children's Advocacy Center
2000 E. Aljo Way
TUCSON, AZ

Boarder Center
Lease Exhibit B

EXHIBIT A-1

Second Floor



Tucson Police Department			
ITEM	AREA	RATE	LEASE AMT
Ground Floor (SF) - Shared Floor	5000		\$
Ground Floor (SF)	500		
Second Floor (SF)	3,400		
Common Area (SF)	700		
Common Area (SF)			
TOTAL \$			

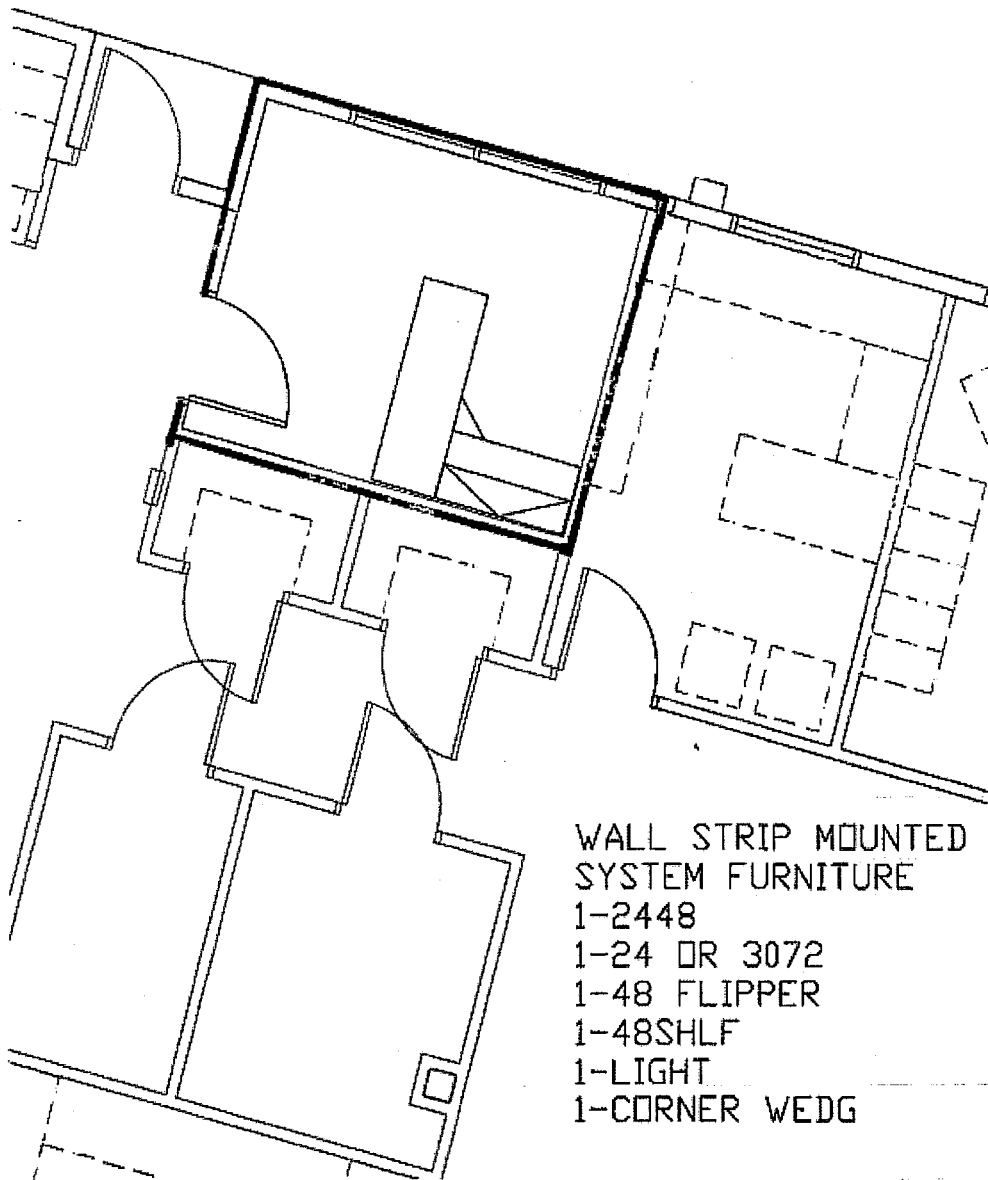
PIMA COUNTY FACILITIES MANAGEMENT, 150 WEST CONGRESS, TUCSON ARIZONA 85701 (520)740-3085



Children's Advocacy Center
2324 E. Ajo Way
TUCSON, AZ

Tucson Police Department
Lease Exhibit B

EXHIBIT B



WALL STRIP MOUNTED
SYSTEM FURNITURE
1-2448
1-24 OR 3072
1-48 FLIPPER
1-48SHLF
1-LIGHT
1-CORNER WEDG

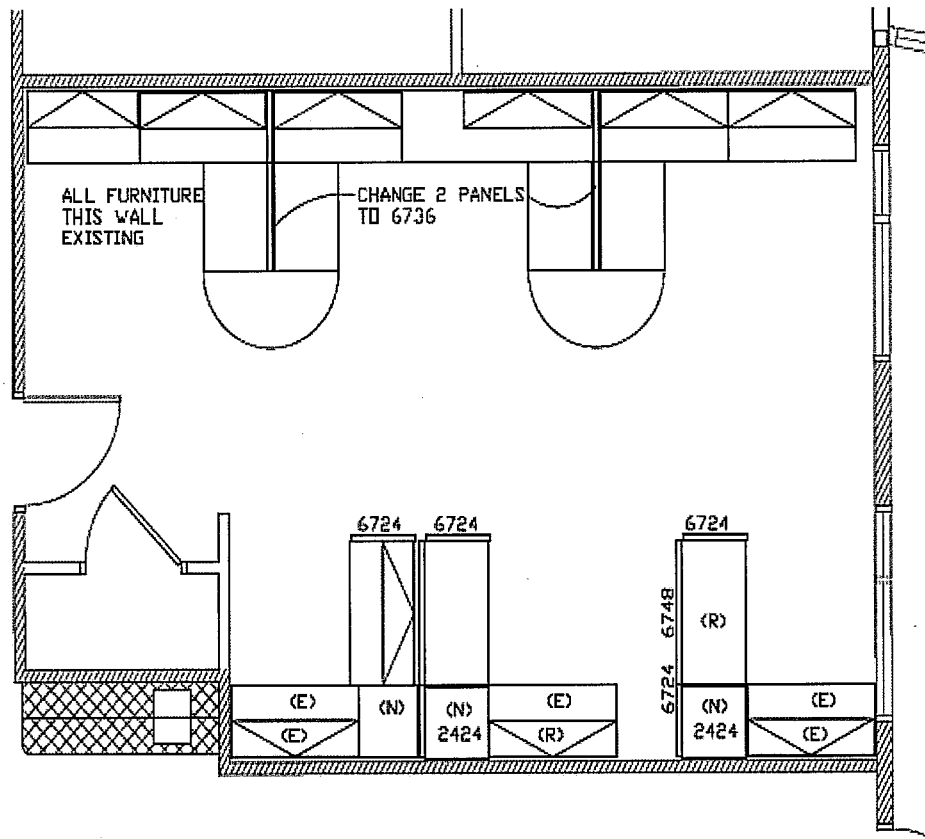
PIMA COUNTY FACILITIES MANAGEMENT, 150 WEST CONGRESS, TUCSON ARIZONA 85701 (520)740-3085



DES
FURNITURE PLAN 1st fl
Children's Advocacy Center
2329 East Ajo Way
Tucson, Arizona

DATE:	Date	SCALE:	Scale
CHECKED BY:	Chk'd By	DRAWN BY:	Drawn by:
WORK AUTHORIZATION:	Proj #	DATE:	Rev Date
SHEET NO:	OF #	<small>HAVING THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF PIMA COUNTY, FOR OFFICIAL USE ONLY.</small>	

EXHIBIT B-1



NOTES:
(R) RELOCATE
(E) EXISTING
(N) NEW

(N) 6724 & 6748 PANELS
(N) 67 2-WAY X2
(N) 2448 SURFACE
(N) 2424 SURFACE X2
(N) 2422 CTF SURFACE X1
(N) 67 WALL START X3 w/SHIM
(R) 2448 SURFACE X2
(R) FLIPPER X1

FINISH ENDS & ACCESSORIES
AS TYPICAL
SURFACES COLOR: 1X
PANEL FABRIC: INFUSION 'FENNEL' 04
TRIM COLOR: MT

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



DES
FURNITURE PLAN - 2nd floor
Children's Advocacy Center
2329 East Ajo Way
Tucson, AZ

DATE:	Date	SCALE:	1/4"=1'-0"
CHECKED BY:	gqc	DRAWN BY:	gqc
WORK AUTHORIZATION:	Proj #	REVS:	0 DATE: Rev Date
SHEET NO:	OF #	NOTES: THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF PIMA COUNTY. FOR OFFICIAL USE ONLY.	

EXHIBIT C

ARIZONA DEPARTMENT OF ECONOMIC SECURITY JANITORIAL SERVICES

Facility: Children's Advocacy Center

A. Location: 2329 E. Ajo Way

B. Approximate square footage to be cleaned: 2,087

C. Nature of Building: Office Building.

D. Work Schedule: 2 times a week general cleaning; restrooms, kitchens/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 5 times a week. If additional service is required, contact Michael Foster at 724-8319 or by e-mail at Michael.Foster@pima.gov.

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

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

Purpose:

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

Background:

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

Policy:


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

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

Definitions:

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

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

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

Compliance:

County personnel are responsible for compliance with the policy.

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

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

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

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

References:

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

Effective Date: January 1, 2013

EXHIBIT E

LESSOR'S RULES & REGULATIONS

Re: 2329 E. Ajo Way, Tucson, Arizona

Lessee: Arizona Department of Economic Security

These Rules & Regulations have been adopted by Lessor in order to set forth standards of conduct that will allow all Lessees to enjoy a professional working environment that is compatible with the general character of the building. Lessor 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 Lessee's lease. Lessee will be responsible for informing its employees and invitees as to the provisions of these Rules and Regulations and to enforce same with respect to its employees and invitees. Lessor may waive compliance with any one or more of these Rules and Regulations for the benefit of a Lessee. Such waiver shall not be construed as a waiver for any other Lessee, nor shall it prevent Lessor from enforcing the same against any or all other Lessees. These rules may only be enforced by Lessor. The failure of Lessor to enforce any Rule or Regulation will not give any Lessee the right to enforce same against another Building occupant. Any concerns about violations of the Rules and Regulations should be addressed to Lessor's Facilities Management employee or to such other place as Lessor may designate from time to time.

1. No sign, placard, picture, advertisement, name or notice will be inscribed, displayed, printed or affixed on or to any part of the inside of the Building without the prior written consent of Lessor. Lessor will have the right to remove any unapproved sign, placard, picture, advertisement, name or notice without notice to and at the expense of Lessee. All approved signs must be placed or affixed on the wall adjacent to Lessee's entry doors. All approved signs will be printed, painted, inscribed, affixed or removed at the expense of Lessee by a person approved by Lessor. All walls or other structures where Lessee's signs have been affixed or attached must be restored to their original condition at Lessee's expense after removal of such signs. Nothing may be mounted on wood doors or finished wood surfaces.
2. Lessee will not place anything or allow anything to be placed near any window, door, partition or wall that may appear unsightly from outside the Premises, nor will Lessee cause any window in the Premises to be color treated.
3. The sidewalks, halls, passages, exits, entrances, elevators and stairways will not be obstructed by Lessee or used for any purpose other than for ingress and egress from Lessee's Premises.
4. Lessee will not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises without prior written consent of Lessor, which will not be unreasonably withheld. Lessor will have no obligation to open Lessee's Premises due to the loss of keys by Lessee. All requests to open Lessee's Premises to guests or employees must be made by Lessee to Lessor. If Lessee needs to have its leased Premises rekeyed for any reason, Lessee will use the Lessor's authorized building locksmith. Any rekeying will keep the applicable lock on the existing building master keyway. Lessee will bear the entire cost of rekeying, unless the rekeying is requested by Lessor. Any installation or repair of specialty locks will be at Lessee's expense. Lessee assumes all responsibility for protecting its Premises from theft, robbery, and pilferage, including but not limited to, keeping all means of entry to Premises closed and locked.
5. The plumbing facilities will not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from a violation of this provision will be borne by the Lessee whose employee, agent or invitee will have caused it.
6. Lessee will not deface the Premises or any part thereof. Lessee will not install, affix or fasten to the rooftop any signs, satellites, or antennas without the prior written approval of Lessor. Lessor may require design drawings, specifications and/or weight load structural tests prior to granting approval

- 1 for any rooftop installation. Lessee will bear the entire expense of any drawings or tests to be
2 submitted to Lessor for approval.
3
- 4 7. No furniture, freight or equipment of any kind will be brought into the Building without prior notice to
5 Lessor. All moving of items into or out of the Building will be done at such time and in such manner
6 as Lessor will designate. Any damage to the elevators, doors, frames, walls or hallway surfaces
7 caused by Lessee or Lessee's invitees or moving contractors will be repaired at Lessee's expense
8 to Lessor's satisfaction. Lessor will have the right to prescribe the weight, size and position of all
9 heavy equipment brought into the Building. Heavy objects, will, stand on supports of such thickness
10 as is necessary to properly distribute the weight.
11
- 12 8. Lessee will not use, keep or permit to be used or kept any foul or noxious gas or substance in the
13 Premises, or permit or allow the Premises to be occupied or used in a manner offensive or
14 objectionable to the Lessor or other occupants of the Building by reason of noise, odors and/or
15 vibrations, or that would interfere in any way with other Building occupants or those having business
16 therein. No animals will be brought in or kept in or about the Premises or the Building except
17 service animals.
18
- 19 9. Lessee will not use or keep in the Premises or the Building any kerosene, gasoline, or flammable or
20 combustible fluid or material, or use any method of heating or air conditioning other than that
21 supplied by Lessor.
22
- 23 10. Lessee acknowledges that periodically the Tucson Fire Department or other contractor or
24 representative of the Lessor will inspect the Premises for Fire Code compliance and fire, sprinkler,
25 and alarm testing. Lessee, and its employees, contractors and invitees will comply with any fire
26 safety and handicap procedures and regulations established by the Lessor and/or any governmental
27 agency. Lessee will distribute to its employees, representatives, contractors and invitees a copy of
28 these Rules and Regulations and all fire drill safety and handicap material provided to it from time-
29 to-time by Lessor and/or any governmental agency. If an audible fire alarm is sounded in the
30 Building, Lessee must take immediate and prudent actions to evacuate its employees, guests or
31 patients from the Building through designated exits as posted by Lessor. Lessee will notify Lessor in
32 writing of the emergency contact information of two on-site employees or representatives who are
33 responsible for emergency evacuations or fire drills for their Premises. Lessee is responsible for
34 notifying the Lessor in writing of any changes to such assignments. Each Lessee will notify the
35 Lessor of any handicapped occupants or other individuals who may require special assistance in the
36 event of an emergency.
37
- 38 11. Pursuant to the Smoke-Free Arizona Act, A.R.S. section 36-601.01, no smoking is allowed in any
39 part of the Building, or within 20' of doors outside the Building. Lessee will instruct it employees of
40 this regulation.
41
- 42 12. Lessor will direct electricians and/or phone installation employees or contractors as to where and
43 how telephone and computer network cables are to be introduced. No boring or cutting for wires will
44 be allowed without the consent of the Lessor. The location of telephones, call boxes and other office
45 equipment affixed to the Premises will be subject to the approval of Lessor.
46
- 47 13. Lessor reserves the right, in its sole and reasonable discretion, to increase security services for the
48 Building. Each Lessee will be responsible for its share of costs associated with such additional
49 security, based on the percentage of the Building's useable square footage occupied by each
50 Lessee.
51
- 52 14. Outside of Business Hours, Lessee and its employees may access the Building or halls, elevators or
53 stairways in the Building or to the Premises by using the security access card assigned by Lessor.
54 The Lessor will in no case be liable for damages with regard to the admission to or exclusion from
55 the Building of any person. In case of invasion, mob, fire alarm, bomb threat, riot, public excitement,
56 or other commotion, Lessor reserves the right to prevent access to the Building during the
57 continuance of the same by closing of the doors or otherwise, for the safety of the Building
58 occupants and the protection of the Building.
59

- 1 15. Lessor reserves the right to exclude or expel from the Building any person who, in the judgment of
2 Lessor, is intoxicated or under the influence of alcohol or drugs, or who will in any manner do any
3 act in violation of any of the rules and regulations of the Building or impair the safety of any Lessee,
4 employee, or contractor of Lessor.
5
- 6 16. No machines of any description will be installed, maintained or operated upon the Premises without
7 the written consent of the Lessor.
8
- 9 17. Lessee will not disturb, solicit, or canvass any occupant of the Building and will cooperate to prevent
10 same by others.
11
- 12 18. Lessor will have the right to control and operate the Common Area(s), and the public facilities, and
13 heating and air conditioning, as well as facilities furnished for the common use of the Building
14 occupants, in such manner as Lessor deems best for the benefit and safety of the Building
15 occupants generally.
16
- 17 19. All entrance doors in the Premises will be locked when the Premises are not in use, and all doors
18 opening to public corridors will be kept closed except for normal ingress and egress from the
19 Premises. All emergency fire exit doors must remain free of debris from both the interior and
20 exterior and remain locked when not in use.
21
- 22 20. The common hallway immediately adjoining the Premises will be kept clean and free from dirt and
23 rubbish by Lessee and Lessee will not place or permit any obstruction or merchandise in such
24 areas.
25
- 26 21. All patio areas may be utilized only by the Building Lessees, and their employees, guests or invitees.
27 No unsightly storage will be placed upon the patios. Lessee agrees not to place any outdoor
28 furniture such as tables and chairs on the patio. There will be no storage, temporary or permanent,
29 of bicycles, refuse containers or other such unsightly materials on any patio.
30
- 31 22. Upon the termination of the tenancy, Lessee will deliver to Lessor all keys to the Premises and
32 security access cards for the Building that have been furnished to Lessee.
33
- 34 23. No electrical cooking appliances other than microwave ovens and coffee machines are allowed in
35 the Premises.
36
37
38

1 EXHIBIT F

2
3 SUBORDINATION AND ATTORNMENT AGREEMENT

4 The undersigned hereby certifies to you and agrees as follows:

- 5 1. The undersigned is the Lessee under a lease dated _____ for premises located at 2329 E. Ajo
6 Way, Tucson, Arizona 85713, (the Lease):

7 **If no amendments are listed, the undersigned certifies that the Lease has not been**
8 **amended.**

- 9 2. This Lease is junior, subject and subordinate to all mortgages, deeds of trust, and other security
10 instruments of any kind now covering the property of which the leased premises are a part, or
11 portion thereof. Lessee recognizes the Lessor has the right to place liens or encumbrances on
12 said property or any part thereof or interest therein superior in lien and effect to this Lease. This
13 Lease, at the option of the Lessor, will be subject and subordinate to any and all such liens or
14 encumbrances now or hereafter imposed by Lessor without the necessity of the execution and
15 delivery of any further instruments on the part of the Lessee to effectuate such subordination.

- 16 3. In the event of the foreclosure of any mortgage, deed of trust or other lien, Lessee will attorn to
17 the owner who acquires title to the property and will recognize such owner as Lessor under this
18 Lease. Lessee hereby waives any rights to terminate this Lease because of the foreclosure of
19 any such mortgage, deed of trust or other security instrument provided that neither Lessor nor the
20 new owner is in default of any provision of this Lease.

- 21 4. In the event of a sale or conveyance by Lessor of the building containing the premises, the same
22 will operate to release Lessor as of the date from any and all future liability under this Lease. The
23 Lease will not be affected by any such sale, and Lessee agrees to attorn to the purchaser of the
24 building.

25
26 LESSEE: FOR AND ON BEHALF OF THE ARIZONA
27 DEPARTMENT OF ECONOMIC SECURITY

28
29 By: _____
30 Regional Manager - Real Estate Services

31
32 Date: _____
33

1 EXHIBIT G

2
3 ESTOPPEL CERTIFICATE

4 The undersigned hereby certifies to you and agrees as follows:

5
6 1. The undersigned is the tenant under a Lease dated _____ for premises located at 2329
7 E. Ajo Way, Tucson, Arizona 85713.

8 **If no amendments are listed, the undersigned certifies that the Lease has not been**
9 **amended.**

10 2. The Lease is in full force and effect and has not been amended, modified, supplemented or
11 superseded (except as specifically stated above), and together herewith constitutes the entire
12 agreement between the undersigned and the Lessor with respect to the Premises.

13 3. Neither the undersigned nor the Lessor is in default under the Lease, unless so noted herein.

14 4. Rent and other charges due under the term of the Lease have been paid through ____.

15
16 LESSEE: FOR AND ON BEHALF OF THE ARIZONA
17 DEPARTMENT OF ECONOMIC SECURITY

18
19 By: _____
20 Regional Manager
21 Real Estate Services

22
23 Date: _____