

Recorded by:
City Clerk's Office
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

CITY OF GLENDALE, ARIZONA

DOCUMENT TO BE RECORDED:

**Bank of America Building Suites Lease Agreement with
Arizona Department of Child Safety
(Agreement C-10112)**

(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)

**CITY CLERK
ORIGINAL**

**C-10112
06/15/15**

LEASE

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LESSOR: City Of Glendale
an Arizona Municipal Corporation
5850 West Glendale Avenue, #315
Glendale, Arizona 85301

LESSEE: ARIZONA DEPARTMENT OF CHILD SAFETY
an Agency of the State of Arizona
3003 N Central Avenue, Suite #2100
Phoenix, Arizona 85012

THIS LEASE prepared this 15th day of June, 2015, by and between City of Glendale, an Arizona Municipal Corporation, hereinafter called Lessor, and the ARIZONA DEPARTMENT OF CHILD SAFETY, an Agency of the State of Arizona, or its successor, hereinafter called Lessee.

WITNESSETH:

LESSOR hereby leases to Lessee and Lessee hereby leases from Lessor those premises (hereinafter called "premises") consisting of:

Approximately 36,540 square feet of office space located at
5800 West Glenn Drive, Suites 150, 200, 225, 300, 315-320, 325, 350 and 360,
Glendale, Arizona 85301.

01. TERM

The term of this Lease is for five (5) years (or until sooner terminated as herein provided) commencing on January 1, 2016 and expiring December 31, 2020.

In the event of the inability of Lessor to deliver possession of the premises at the commencement of the Lease Term, Lessor shall reimburse Lessee for any increase in expenses incurred in excess of the expenses Lessee would have paid, had Lessor delivered the premises to Lessee by the lease term commencement date. Lessee shall provide Lessor with documentation for all increased expenses incurred not to exceed the sum of SEVENTEEN THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS (\$17,100) per month. Lessee shall not be liable for any rent until such time as Lessor delivers possession of the premises to Lessee. Rental shall begin on the date that Lessee takes possession of the premises. If the Lessee takes possession on other than the first day of a calendar month, rental for the remainder of that month shall be paid by Lessee on a pro rata basis.



1 **02. RENT**

2 Lessee agrees to pay as base rental, at such a place as may be designated from time to
3 time by Lessor, the sum of FIFTY-TWO THOUSAND SIX HUNDRED SEVENTY-EIGHT DOLLARS AND
4 FIFTY CENTS (\$52,678.50) PER MONTH, which includes all applicable rental occupancy taxes pursuant
5 to Arizona Revised Statutes, Section 42-6001 et seq.

6 Said payment shall be initiated at the end of each month and shall be mailed to the
7 address stated in Paragraph 22 of this Lease.

8 Any partial month shall be prorated for that portion of the month Lessee occupies said
9 premises.

10 **03. TERMINATION**

11 In the event the Lessee is directed by the Arizona Department of Administration to move
12 into an existing State owned or leased facility, including, but not limited to, any newly purchased,
13 constructed or wholly leased facility, during the term or renewal of this Lease, Lessee may terminate this
14 Lease upon sixty (60) days prior written notice to Lessor. In this event Lessee will be responsible for all
15 obligations to Lessor incurred prior to the termination date specified in the notice.

16 In the event no funds or insufficient funds are available or allocated to Lessee for any
17 payment that may be due under this Lease, including no funds or insufficient funds resulting from an act of
18 the Legislature, for any portion of the term or renewal of this Lease, Lessee will be without further
19 obligation under this Lease and will remove its personnel and property from the premises by the end of the
20 period for which funds are available. Lessee will advise Lessor at any time it appears that there may be
21 insufficient funds to fully pay its Lease payments. No liability shall accrue to the Lessee or any other
22 agency of the State of Arizona in the event the provision of this paragraph is exercised, and neither the
23 Lessee nor any other agency of the State of Arizona shall be obligated or liable for any future payments or
24 for any damages as a result of termination under this paragraph.

1 Notwithstanding any other provision or language in this Agreement to the contrary, and so
2 long as Tenant is not in default for any other reason under this Lease, Tenant shall have the right to
3 terminate the Lease, in Tenant's sole discretion, and with no penalty, at the end of the 24th lease-month
4 by providing the Landlord with sixty (60) days advance written notice.

5 Tenant may terminate the lease prior to the 24th month, only if Tenant shall pay a
6 termination fee equal to the prorated cost of the construction of tenant improvements, engineering and
7 architectural fees, contract administration fees, and other related costs based on a twenty-four (24) month
8 schedule. The termination fee shall be due on the effective date of the termination. This provision shall be
9 subject to legislative funding, and nothing in this provision shall bind the State to expenditures in excess of
10 funds authorized and appropriated for the purposes outlined in this provision. The lessee, however,
11 agrees to seek legislative funds in good faith and agrees to have them satisfy this obligation if they are so
12 appropriated.

13 **04. REPAIRS**

14 Lessor shall promptly make all repairs and replacements to the premises, including all
15 common areas and parking areas, which include, but are not limited to, all structural systems, roofs,
16 lighting fixture ballasts, light bulbs and tubes, exterior and interior walls, heating, plumbing, air
17 conditioning, ventilation system filters, doors, windows, ceiling systems, corridors, any generators and
18 uninterrupted power supply (UPS) used for building power, employee access systems, automatic door
19 openers and surrounding grounds, including landscaping. Any repairs that adversely affect the Lessee's
20 business operations shall be performed outside the core business hours specified in Paragraph 18, of this
21 lease, unless approved by Lessee. Scheduling of such repairs shall have the prior approval of the
22 Lessee. Lessor shall not be responsible for damage caused by the negligence of Lessee, its employees,
23 contractors or clients.

24 **05. UTILITY CHARGES**

25 Lessor agrees to furnish and pay for, at no cost to the Lessee during the term, water, gas,
26 electricity, sewer and waste removal services, consumed on said premises occupied by the said Lessee
27 except for telephone service. Lessor agrees to furnish fuel, pest control, parking lot sweeping, snow and
28 ice removal, fire extinguishers, fire suppression systems certification and services. However, Lessor shall

1 not be liable to Lessee for any stoppage or interruption of such services and utilities, due to causes
2 beyond control of the Lessor.

3 **06. JANITORIAL**

4 Lessor agrees to provide and pay for five (5) days per week janitorial service, including
5 all supplies and materials and shall be performed to comply with the requirements listed in Schedule B,
6 Janitorial Requirements. Janitorial services will comply with Lessee's janitorial requirements attached as
7 Schedule B.

8 Lessee is required to participate in the State-recycling program and will identify certain of
9 its workstation waste containers as for recyclable paper. Lessor shall collect the paper from these
10 containers and place it in the centralized containers provided by Lessee for that purpose. Lessor shall
11 allow the State's paper recycling program contractor access to the building at times convenient to the
12 contractor for purposes of removing the accumulated recyclable paper.

13 **07. IMPROVEMENTS AND ALTERATIONS**

14 Lessor shall construct and install those items as provided in the plans and specifications
15 attached as Schedule A. Prior to construction, Lessor shall deliver to the Lessee certification in writing as
16 attached as Exhibit 1, Certification of Regulatory Compliance and Lessee shall sign off on all construction
17 plans and specifications and no changes shall be made without written consent of the Lessee and Lessor.

18 Lessee shall contribute ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO
19 CENTS (\$150,000.00) towards the "Turn-Key" build out within 30 days of the lease being fully executed.
20 Any amount below EIGHT HUNDRED FIFTEEN THOUSAND DOLLARS AND ZERO CENTS
21 (\$815,000.00) for the cost of construction, engineering and architectural fees, contract administration and
22 any other related costs shall be credited back to the Tenant in the form of rental abatement at the
23 beginning of the lease term.

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

1 **08. OFFSET**

2 In the event the Lessor fails to maintain the premises in a clean, orderly and safe
3 condition; fails to provide repairs, maintenance or services as required in Paragraph 4; fails to pay for
4 utility charges required in Paragraph 5; fails to provide Janitorial services required in Paragraph 6; fails to
5 complete improvements, by the substantial completion date or fails to obtain a Certificate of Occupancy as
6 stated in Schedule A, or fails to provide improvements or alterations required in Paragraph 7, then Lessee
7 may make written demand upon the Lessor to provide such repairs, maintenance, service, improvements
8 or alterations. If the repairs, maintenance, service, improvements, utility services, alterations or other
9 obligations are not provided within ten (10) calendar days after written demand has been made to the
10 Lessor by the Lessee, then the Lessee may obtain the same and deduct the cost from any rental payment
11 due after such repairs, service, improvements, alterations, maintenance or other obligation has been so
12 obtained.

13 **09. USE OF PREMISES**

14 The premises described above are leased to Lessee for the sole purpose of providing
15 services of the Department of Child Safety. Lessee agrees to comply with all applicable laws, ordinances,
16 regulations and building codes, now or hereafter in force in connection with its use of the leased premises.
17 Lessee shall not commit or suffer the commission of any waste, overload any floor of the premises beyond
18 the load limit established by Lessor or knowingly permit any explosives to enter the building. Lessor or
19 Lessor's tenants shall not interfere with Lessee's right to quiet enjoyment throughout the term of this
20 lease. Lessee shall not interfere with Lessor's tenants' right to quiet enjoyment throughout the term of the
21 lease.

22 **10. PARKING**

23 The Lessor shall provide one hundred seventy-five (175) parking spaces of which thirty-
24 five (35) parking spaces will be covered and reserved for the Lessee throughout the term of this lease or
25 any renewal and the cost being included in the base rent.

26 In the event Lessor commences renovations and expansion involving the parking, Lessor
27 shall provide comparable temporary parking spaces to be approved by Lessee.

1 Should a parking structure be erected on the existing parking lot, Lessor shall provide
2 parking in the proposed structure upon completion of same with no increase in base rent during the term
3 of this Lease.

4 **11. RENEWAL**

5 It is mutually agreed, this Lease may be renewed for an additional five (5) year term.
6 Terms and conditions to be negotiated at the time of renewal. Lessee must give a minimum of ninety (90)
7 days written notice of its intent to renew this Lease. The effective date of renewal shall be January 1,
8 2021.

9 **12. COMPLIANCE WITH THE LAW**

10 The Lessor shall promptly execute and comply with all statutes, rules, orders, building
11 codes, fire codes, ordinances, requirements and regulations of the City, County, State and Federal
12 governments, including O.S.H.A., the Americans With Disabilities Act of 1990 (42 USC Sec. 12101
13 through 12213 and 47 USC Sections 225, 611), Arizonans With Disabilities Act of 1992 (ARS Sec. 41-
14 1492 et seq.) and their underlying regulations and rules, which are applicable to the premises. Nothing
15 herein contained shall be construed to restrict the Lessor from contesting the validity of any such
16 regulations, rules or ordinance, provided the Lessor indemnifies the Lessee to its reasonable satisfaction
17 against the consequences of non-compliance during the period of dispute.

18 In order to comply with the law when requesting that a person carrying a deadly weapon
19 remove the weapon, a public establishment owned, leased or operated by the state must provide
20 temporary and secure storage. A weapons storage locker and two keys will be provided by Lessor and
21 installed by Lessor in a location designated by Lessee. Lessee shall be responsible for providing access
22 to the container to persons requiring its use.

23 **13. EMINENT DOMAIN**

24 In the event the building, the land on which it is located or any portion of the leased
25 premises is taken under, or a conveyance is made under the threat of condemnation proceedings, Lessee
26 will be entitled to recover the value of its leasehold including all moveable furniture and trade fixtures.

27

1 **14. ASSIGNMENT AND SUBLEASE**

2 Lessee shall not assign, transfer, mortgage or encumber this Lease nor sublet the leased
3 premises or any portion thereof without the prior written consent of Lessor, said consent shall not be
4 unreasonably withheld, and any such act shall constitute a breach of this Lease. Consent to an
5 assignment, subletting, occupation or use by other persons shall not release Lessee from any of Lessee's
6 obligations or be deemed to be a consent to any subsequent assignment, subletting, occupation or use.

7 **15. DESTRUCTION OF THE PREMISES**

8 A. In the event the premises are totally destroyed, this Lease shall terminate.

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

15 C. The word "tenantable" shall mean useable for the purpose of performing the
16 duties and services provided by Lessee.

17 **16. SUBORDINATION AND ATTORNMENT**

18 This Lease is junior, subject and subordinate to all mortgages, deeds of trust, and other
19 security instruments of any kind now covering the property of which the leased premises are a part, or
20 portion thereof. Lessor reserves the right to place liens or encumbrances on said property or any part
21 thereof or interest therein superior in lien and effect to this Lease. This Lease, at the option of Lessor,
22 shall be subject and subordinate to any and all such liens or encumbrances now or imposed by Lessor
23 without the necessity of the execution and delivery of any further instruments on the part of the Lessee to
24 achieve such subordination. Notwithstanding the foregoing, Lessee covenants and agrees to execute and
25 deliver upon demand the instrument, attached as Exhibit 2, evidencing such subordination of this Lease.

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

6 **17. SALE BY LESSOR**

7 In the event of a sale or conveyance by Lessor of the building containing the premises,
8 the same shall operate to release Lessor as of the date from any and all future liability under this Lease.
9 The Lease shall not be affected by any such sale, and Lessee agrees to attorn to the purchaser of the
10 building.

11 **18. ENVIRONMENTAL CONTROL**

12 The Lessor shall maintain adequate heating, ventilation, cooling and lighting equipment in
13 operation to maintain the following environmental conditions within the leased space, during Core
14 Business Hours and Days. Core business days shall be Monday through Friday with the core business
15 hours of 7 am to 6 pm and Saturday the core business hours of 8 am to 1 pm and 24 hours per day, 7
16 days per week within the Communication Equipment rooms. Excluding the Communication Equipment
17 rooms, utilities for Lessee's usage, outside of core business hours, will be charged at a rate not to exceed
18 \$25 per hour/per floor.

19
20 Temperature in winter - 70°F - 75°F
21 Temperature in summer - 74°F - 78°F

22
23 The air handling system shall provide outdoor air introduction at a rate of fifteen (15) to
24 twenty (20) cubic feet per minute, at all times the work area is occupied. The system
25 shall be operated and maintained consistent with the American Society of Heating,
26 Refrigeration and Air Conditioning Engineers (ASHRAE) Standard 62-1989, "Ventilation
27 for Acceptable Air Quality".

28
29 Lighting on all workstations – 50' foot candles maintained at desk height.

30
31 For the purpose of this clause summer is defined as the months April through October,
32 inclusive and winter is defined as the months November through March, inclusive. Lessor shall replace
33 ventilation system filters quarterly with air filtration devices rated with an 85% efficiency rating.

1 All air conditioning systems shall be serviced regularly per manufacturer specifications
2 and Lessor service agreement with a licensed air conditioning contractor.

3 **19. SELF INSURANCE BY LESSEE**

4 Lessor and Lessee acknowledge that Lessee is self-insured and shall provide Lessor with
5 a certificate of self-insurance providing the maintenance of One Million Dollars (\$1,000,000) of general
6 liability coverage. This self-insurance protects the Lessee only.

7 **20. ATTORNEY'S FEES**

8 In the event of any legal action or proceeding brought by either party against the other
9 arising out of this Lease, the prevailing party shall be entitled to recover costs and reasonable attorney's
10 fees, as determined by the court, not the jury, based on the prevailing hourly wage for attorneys in
11 Phoenix, Arizona, and such other matters deemed relevant by the court, and such amount shall be
12 included in any judgment rendered in such proceedings.

13 **21. WAIVER**

14 No waiver by Lessor of any provision of this Lease or of any breach by Lessee shall be
15 deemed to be a waiver of any other provision hereof, or of any subsequent breach by Lessee of the same
16 or any other provision. Lessor's consent to or approval of any act by Lessee requiring Lessor's consent to
17 or approval shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of
18 any subsequent act of Lessee.

19 **22. NOTICES**

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

22 LESSOR: City of Glendale
23 5850 West Glendale Avenue, #315
24 Glendale, Arizona 85301
25 Attn: Property Manager
26

27 With a copy: MODE Real Estate Management Services, LLC
28 4414 N. Civic Center Plaza, #100
29 Scottsdale, Arizona 85251
30 Attn: Patty Hartley
31

32 LESSEE: ARIZONA DEPARTMENT OF CHILD SAFETY
33 OFFICE OF REAL ESTATE
34 3003 N. Central Avenue, Suite #2100
35 Phoenix, Arizona 85012
36

1 **23. TIME**

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

3 **24. DEFINED TERMS AND MARGINAL HEADINGS**

4 The word "Lessor" and "Lessee" as used herein shall include the plural as well as the
5 singular. The marginal headings and titles to the articles of this Lease are not a part of this Lease and
6 shall have no effect upon the construction or interpretation of any part of the Lease.

7 **25. HOLD OVER**

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

11 Either Lessor or Lessee shall have the right to terminate any holdover tenancy with thirty
12 (30) calendar days written notice to the Lessee or Lessor's last known address without incurring any
13 penalty or damages.

14 **26. ESTOPPEL CERTIFICATE**

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

21 **27. AGREEMENTS IN WRITING**

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

25 **28. PROHIBITION OF DISCRIMINATION**

26 The Lessor agrees to comply with State of Arizona Executive Order No. 2009-09,
27 "PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS, NONDISCRIMINATION IN
28 EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS".

1 Except with the express authorization of Congress, the Lessor, its employees or agents
2 shall not utilize any Federal funds under the terms of this contract to solicit or influence, or attempt to
3 solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective
4 legislation.

5 **29. LIENS**

6 The Lessee shall keep the premises free from any liens arising out of any work
7 performed, materials furnished or obligations incurred by Lessee. In the event that Lessee shall not,
8 within ten (10) days following the imposition of any such lien, cause the same to be released of record by
9 payment or posting of a proper bond, Lessor shall have, in addition to all other remedies provided by law,
10 the right to cause the same to be released by such means as Lessor shall deem proper, including the
11 payment of the claim giving rise to such lien.

12 All such sums paid by Lessor and all expenses incurred by Lessor shall be considered
13 additional rent and shall be payable by Lessee on demand with interest at the maximum rate per annum
14 chargeable under the laws of the State of Arizona.

15 **30. INSPECTION AND AUDIT**

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

20 **31. ARBITRATION**

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

22 **32. RIGHT OF RECOVERY**

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

26

1 **33. AMENDMENTS OR MODIFICATIONS**

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

- 5 A. Change in the address or telephone number of the Lessor or Lessee;
- 6 B. Change in authorized signatory;
- 7 C. Change in the name and/or address of the person to whom notices are to be
8 sent;
- 9 D. Change of leased property address, due to postal reconfiguration; and/or
- 10 E. Change in property management.

11 **34. ASSIGNMENT OF OVERCHARGES**

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

15 **35. CONFLICT OF INTEREST**

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

18 **END OF TEXT**

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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
City of Glendale
an Arizona Municipal Corporation
By: Richard A. Cowser
Position: Acting City Manager
Date: 7/2/15

LESSEE: FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF CHILD SAFETY
By: [Signature]
DEPUTY DIRECTOR
Date: 6/15/15

APPROVED
By: [Signature]
MANAGER,
OFFICE OF REAL ESTATE
Date: 6.15.15

ARIZONA ATTORNEY GENERAL'S OFFICE
By: [Signature]
ASSISTANT ATTORNEY GENERAL
Date: 7-13-2015

Approved Pursuant to ARS Section 41-792
By: [Signature]
DIRECTOR,
DEPARTMENT OF ADMINISTRATION
Date: July 20, 2015

ATTEST: (City of Glendale)
[Signature]
City Clerk

Approved as to form
[Signature]
City Attorney

1 EXHIBIT 1

2 CERTIFICATION OF REGULATORY COMPLIANCE

3
4 To protect the safety and health of Department of Child Safety (Lessee) employees and clients, the
5 Lessors, their Vendors and Contractors are required to be knowledgeable and adhere to all existing
6 regulations related to environmental quality and occupant safety for the entire lease term.

7
8 Documentation is required to support compliance with these regulations throughout any
9 alteration/addition/improvement process. Lessee reserves the right to review and retain copies of any and
10 all documentation that supports this compliance effort and to ask for additional documentation it deems
11 necessary.

12
13 Examples of typical documentation required although not limited to the following would be:

- 14
15 1. Asbestos Inspection
16 2. Indoor Air Quality Survey
17 3. Lead Containing Paint Survey
18 4. Abatement Project Completion Documentation

19
20 The Lessor certifies that all regulatory requirements have been met and that appropriate documentation
21 substantiating said compliance has been provided. In addition, the Lessor certifies that it shall provide
22 supplemental information to Lessee at such time as Lessor is required to discharge future regulatory
23 duties.

24
25
26 LESSOR: _____

27
28 DATE: _____

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1 EXHIBIT 2

2 SUBORDINATION AND ATTORNMENT AGREEMENT

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

4 1. The undersigned is the Lessee under a lease dated [REDACTED] for premises located at [REDACTED], [REDACTED],
5 Arizona [REDACTED], as amended by the following amendments (the Lease):
6 [REDACTED].

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, shall 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 shall operate to release Lessor as of the date from any and all future liability under this Lease.
23 The Lease shall not be affected by any such sale, and Lessee agrees to attorn to the purchaser of
24 the building.

25 LESSEE: FOR AND ON BEHALF OF THE ARIZONA
26 DEPARTMENT OF CHILD SAFETY

27 By: _____
28 Manager – Office of Real Estate

29 Date: _____
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EXHIBIT 3
ESTOPPEL CERTIFICATE

The undersigned hereby certifies to you and agrees as follows:

1. The undersigned is the tenant under a Lease dated [REDACTED] for premises located at [REDACTED], [REDACTED], Arizona [REDACTED], as amended by the following amendments (the Lease):
[REDACTED].
If no amendments are listed, the undersigned certifies that the Lease has not been amended.
2. The Lease is in full force and effect and has not been amended, modified, supplemented or superseded (except as specifically stated above), and together herewith constitutes the entire agreement between the undersigned and the Lessor with respect to the Premises.
3. Neither the undersigned nor the Lessor is in default under the Lease, unless so noted herein.
4. Rent and other charges due under the term of the Lease have been paid through [REDACTED].

LESSEE: FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF CHILD SAFETY

By: _____
Manager – Office of Real Estate

Date: _____

SCHEDULE A

TENANT IMPROVEMENT REQUIREMENTS

Lessee's minimum requirements for office space at 5800 West Glenn Drive, Suites 150, 200, 225, 300, 315-320, 325, 350 and 360, Glendale, Arizona 85301 as outlined in these requirements, along with those items on the floor plan provided by Lessee and attached. Improvements are to be completed by Lessor and substantially completed by December 14, 2015, with a Certificate of Occupancy issued by January 1, 2016. Any reference to a particular product or brand name is defined as that product or equivalent. All electrical products shall be Energy Star rated.

I. Exterior Requirements

- A. Exterior sign(s) designated by Lessee – **Lessor to Provide**
- B. Exterior perimeter building and parking area lighting for security with unbreakable lens and controlled by timer or photo electric cell – **As Existing**
- C. Roof over entrance(s) – **As Existing**

II. Parking – Site Layout

- A. ADA Accessible Parking
 - 1. Parking at or near entrance(s) designated by Lessor – **As Existing**
 - 2. Ramps (meeting ADA requirement(s) at entrance(s) for access to parking lot areas, as required – **As Existing**
 - 3. Provide universal ADA accessible spaces – **As Existing**

III. Thermal Considerations

- A. Insulation
 - 1. Roof R-30 Fiberglas batt – **As Existing**
 - 2. Wall R-19 Fiberglas batt – **As Existing**

IV. H.V.A.C.

- A. Package unit (with gas pack, if available) sufficient to maintain entire facility, in accordance with Paragraph 18 of this Lease – **As Existing**
- B. Temperature control override required on Full Service leases, for use outside of core business hours – **Lessor to Provide**
- C. Install and maintain an energy management system or programmable thermostats to have secure access or tamper proof covers with locking device and shall be located in a separate secure area with remote sensors located in return air ductwork – **Lessor to Provide**

1 **V. Finishes**

- 2
- 3 A. Suspended acoustical ceiling (10' maximum) throughout, except in building mechanical
- 4 equipment rooms – **Lessor to Provide**
- 5
- 6 B. Sound dampening material in all hard walls (restrooms, offices, lounge, conference
- 7 rooms, etc.) – **Lessor to Provide**
- 8
- 9 C. Floor coverings (color selected and sample approved by Lessee) – **Lessor to Provide**
- 10
- 11 1. General work area carpet tile,
- 12 a. Carpet shall have a wear and soil warrantee for a minimum term of lease
- 13 b. Product must be running line with minimums no greater than 1 carton
- 14 c. Color selection must be multicolored and patterned, containing a minimum
- 15 of 4 distinct differing color threads for soil hiding purposes. Pattern must
- 16 have a distinguishable random pattern considered medium to large scale.
- 17 d. Product must be dye-lot independent, meaning multiple dye-lots can be
- 18 used in a single installation or replacement
- 19 e. Carpet width to be either 18"x18" or 24"x24" square carpet tiles
- 20 f. Construction to be tufted, dense multicolored, level patterned loop pile
- 21 g. Minimum carpet density 7,500 oz/yd³ (ounces per cubic yard)
- 22 h. Minimum of 108 stitches(tufts) per square inch of carpet
- 23 i. Minimum carpet weight of 18 oz/yd² (ounces per square yard)
- 24 j. Fiber Content: 100% premium branded nylon, type 6 or 6.6 with minimum
- 25 80% solution dyed; recycled content in yarn is preferable
- 26 k. Protective Treatment: must have stain, soil and antistatic treatments and
- 27 must pass AATCC 174 anti-microbial test
- 28 l. Secondary backing
- 29 1) closed cell Thermoplastic construction
- 30 2) PVC free with recycled content preferred
- 31 3) Lifetime warranty for overall dimensional stability; covering edge ravel,
- 32 de-lamination, zippering, cupping and curling
- 33 4) Backing must be installable and backed by the manufacturer to
- 34 perform at up to 5 lbs. of moisture reading from a cement slab utilizing
- 35 the calcium chloride method of testing
- 36 m. Appearance retention – must score 3.3 or higher on ASTM D5252 Hexapod
- 37 Test 12,000 cycles
- 38 n. Carpet tile installation method must be recommended by manufacturer to
- 39 install via Random Method; product must not be limited to Ashler,
- 40 Monolithic or quarter-turn installation
- 41 o. Must be Class I flammability rated
- 42 p. Must be C.R.I. Green Label Plus Certified
- 43 q. 4 1/2" hemmed, minimum 26 oz. carpet base should be a solid coordinating
- 44 broadloom for 4 1/2" cove base that matches carpet tile submittal, with
- 45 action back, color to be selected by Lessee
- 46
- 47 2. Provide walk-off mat, inserted into carpet tile, at each exterior entrance – **Lessor**
- 48 **to Provide**
- 49 a. must be a course, dense, heavily constructed product designed to
- 50 accumulate the soil and other contaminants commonly brought in from
- 51 outside traffic
- 52 b. carpet density must be a minimum of 9,000 oz/yd³ (ounces per cubic yard)
- 53 c. carpet weight must be a minimum of 40 oz/yd² (ounces per square yard)
- 54
- 55 3. Lobby, restrooms and employee lounge – medical grade sheet vinyl with integral
- 56 flash cove, with cap, extending 4", supported by a minimum radius 3/4" cove stick
- 57 – **Lessor to Provide**
- 58

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4. Janitor closet, equipment room(s) and storage room(s) – VCT with 4" cove base with toe in – **Lessor to Provide**
 5. 4" ceramic tile base in ceramic tile areas – **Lessor to provide**
- D. Plastic corner molding on all high traffic areas attached with screws – **Lessor to Provide**
- E. Chair rail (1" x 6") in lobby – hardwood, stained and varnished – **Lessor to Provide**
- F. Paint (base and accent color's selected by Lessee) – **Lessor to Provide**
1. Semi gloss latex enamel
 2. Scuffmaster or equivalent in lobby and restrooms
 3. Lessor shall touch-up paint the interior premises every 2 years
- G. Counters – radius corners – **Lessor to Provide**
- H. Shatter-proof glass (minimum of one-half inch thickness) installed at all reception counter(s) with stainless steel deal trays, as designated and approved by Lessee, installed in counter(s) at each workstation identified by the Lessee – **Lessor to Provide**

VI. Doors

- A. Interior
1. Restrooms – solid core 3'0" x 6'8" with pre-finished steel door frames and lever action (privacy locking hardware on all unisex restrooms) – **Lessor to Provide**
 2. Other doors – solid core 3'0" x 6'8" with pre-finished steel door frames and side lights, along with lever action master system keyed lock sets – **Lessor to Provide**
 3. Concave wall stops – **Lessor to Provide**
- B. Exterior
1. Entrance(s) – 3'0" x 6'8", glass with metal frame and electric automated ADA accessible opener, as approved by Lessee – **Lessor to Provide**
 2. Rear – 3'0" x 6'8", steel composition with metal frame – **Lessor to Provide**
 3. Panic hardware on all designated emergency exits – **Lessor to Provide**
- C. Door Closers
1. Install per building code and where designated by Lessee – **Lessor to provide**

VII. Window Treatment

- A. Vertical or mini-blinds on all windows, except lobby doors (type / color selected by Lessee) – **Lessor to Provide**
- B. Window film on all exterior glass (they should meet current building standards) – **Lessor to Provide**

1 **VIII. Restrooms (minimum of two)**

- 2
3 A. Designed to meet ADA accessibility standards – **Lessor to Provide**
4
5 B. No sink stoppers – **Lessor to Provide**
6
7 C. Stainless steel framed mirror at each sink – **Lessor to provide**
8
9 D. Electric hand dryers in all restrooms – **Lessor to Provide**
10
11 E. Liquid soap dispenser at each sink, surface mounted, push up type – **Lessor to Provide**
12
13 F. Stainless steel feminine napkin disposal in each women's stall and/or unisex restrooms –
14 **Lessor to Provide**
15
16 G. Stainless steel toilet tissue dispenser (jumbo roll), continuous feed – **Lessor to provide**
17
18 H. Stainless steel seat cover dispenser in each stall of employee restrooms – **Lessor to**
19 **Provide**
20
21 I. Stainless steel C-Fold paper towel dispenser and disposal in employee restrooms –
22 **Lessor to Provide**
23
24 J. Floor mounted, overhead braced, partitions (powder coated, baked enamel) with ADA
25 paddle handle – **Lessor to Provide**
26
27 K. Ceramic tile to cover wet walls to 4' above finished floor in restrooms (color selected by
28 Lessee) – **Lessor to Provide**
29
30 L. Sensor water controls at all faucets, toilets and urinals – **Lessor to Provide**
31
32 M. Provide diaper changing station, supplies and waste receptacle in lobby and family
33 restrooms, in designated Lessee facilities – **Lessor to Provide**
34
35 N. All sinks are to be supplied with both hot and cold water – **Lessor to Provide**
36

37 **IX. Communication Equipment Room**

- 38
39 A. Provide and mount to wall, fire retarding $\frac{3}{4}$ " x 4' x 8' plywood board (quantity to be
40 designated by the Lessee's Department of Technology Services (DTS) – **Lessor to**
41 **Provide**
42
43 B. Provide 20 amp dedicated circuit(s) terminating at a duplex outlet, as shown on Lessee's
44 floor plan – **Lessor to Provide**
45
46 C. Lessee to provide data and phone locations to ensure proper placement by Lessor of
47 conduit and pull strings for cabling – **Lessor to Provide**
48
49 D. Install four inch conduit from telecom demarcation to phone / data room – **Lessor to**
50 **Provide**
51
52 E. Provide one #6 AWG building ground and one #6 isolated ground – **Lessor to Provide**
53
54 F. Provide dedicated HVAC (air conditioning/heating/ventilation) equipment for seven days
55 per week and twenty-four hours per day operation – **Lessor to Provide**
56
57 G. Install tile or some other smooth finished surface that does not produce dust – **Lessor to**
58 **Provide**

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- H. Doors accessing Communication Equipment Room must be 36" wide and 6'8" tall and must open outward, with locking passage set – **Lessor to Provide**
- I. Communication Equipment Room entrance doors cannot be moved once they are installed, unless requested by DTS – **Lessor to Provide**
- J. Provide or have access to fiber optic service – **Lessor to Provide**

X. Electrical

- A. Two foot by four foot energy efficient fluorescent, indirect lighting fixtures – **Lessor to Provide**
- B. Light level at work stations to equal 50 foot candles in work areas and 15 foot candles in all remaining areas – **Lessor to Provide**
- C. Dedicated outlets to have distinguishing color – **Lessor to Provide**
- D. Lessor to provide install and connect power poles, approved by Lessee or to wall receptacles, as specified on floor plan – **Lessor to Provide**
- E. GFI protected outlets within six feet of any water supply – **Lessor to Provide**
- F. Tamper-Resistant electrical outlets in lobby area(s), interview rooms, visitation rooms, resource rooms and any other room(s) designated by Lessee – **Lessor to Provide**
- G. Dedicated circuit in lounge for microwave and refrigerator – **Lessor to Provide**
- H. All rooms to have individual light switches with motion detectors with overrides – **Lessor to Provide**
- I. Provide interior night lights throughout – **Lessor to Provide**
- J. Provide emergency lights – **Lessor to Provide**
- K. Stub out telephone/data outlets in locations specified by Lessee with 2" x 4" box or mud ring in wall and pull string above ceiling, in new wall construction – **Lessor to Provide**
- L. Provide switches for lighting in the open area(s) at both lobby and rear exits – **Lessor to Provide**

XI. Miscellaneous

- A. Provide and maintain two (2) 25 cu. ft. refrigerator with freezer and two (2) 1.5 cu. ft., 1,000 watt microwave for each employee lounge; basic cleaning of the appliances will be the responsibility of Lessee – **Lessor to Provide**
- B. Provide upper and lower cabinets with ADA accessible sink supplying hot and cold water with in employee lounge and administrative support areas – **Lessor to Provide**
- C. Recessed, stainless steel (C fold) towel dispenser / disposal in employee lounge – **Lessor to Provide**
- D. Provide two (2) high-low ADA accessible electric water fountain(s) as shown on floor plan – **Lessor to Provide**

- 1 E. Electric door strike(s) installed at each door, with remote release button(s), as designated
2 by Lessee – **Lessor to Provide**
3
- 4 F. Provide fire extinguishers at designated areas and provide annual service to each –
5 **Lessor to Provide**
6
- 7 G. Provide proximity reader at each employee access point, with a minimum 150 code
8 capacity, including all hardware, software and 100 access cards, as designated by Lessee
9 – **Lessor to Provide**
10
- 11 H. Provide and post signage, noting the occupant load, in a conspicuous place near the main
12 exit in each room or space that is an assembly area, to include but not limited to lobbies,
13 conference rooms, training rooms and employee lounges or as designated by Lessee –
14 **Lessor to Provide**
15
- 16 I. Provide and maintain one FASC Brand Model FLC-707-4 4 Comp Pistol Locker (or
17 equivalent) with pedestal or wall mount; top to be 48" above finished floor (AFF) – **Lessor**
18 **to Provide**
19
- 20 J. Provide and maintain one (1) washer and one (1) Dryer for the kids lounge per the
21 attached floor plan; basic cleaning of the appliances will be the responsibility of Lessee –
22 **Lessor to Provide**
23
- 24 K. Provide and maintain one (1) farmers sink for the kids lounge per the attached floor plan
25 – **Lessor to Provide**
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SCHEDULE B

ARIZONA DEPARTMENT OF CHILD SAFETY JANITORIAL REQUIREMENTS

Service to be provided Monday through Friday between the hours of 6 p.m. and 6 a.m.

1. OFFICES, CORRIDORS and LOBBIES

A. Required Daily Services

1. Sweep all entrances, steps and porches. Vacuum entrance walk-off mats.
2. Clean building entry doors, glass, handles, hardware and doorframes.
3. Empty, clean all ashtrays, refill sand urns as needed.
4. Empty and clean wastebaskets. Replace plastic liners as necessary. Return baskets to proper positions. All trash shall be removed from the building and emptied into the dumpster available outside.
5. Clean, disinfect and polish all drinking fountains.
6. Vacuum all carpeted areas, including walk-off mats and spot clean carpet as required.
7. Sweep and damp mop all non-carpeted floors.
8. Police perimeter of building which includes all outside planters and adjacent areas.
9. Replace all burned out and/or flickering light bulbs.

B. Required Weekly Services

1. Thoroughly clean and wet mop all hard surface floors. Spray buff all VCT floors.
2. Clean and remove soil marks and fingerprints from glass, tables and counter tops, walls, doors and partition glass.
3. Clean tile walls.
4. Spot clean walls and doors.
5. Dust chairs, tables, file cabinets, and any other furniture and accessories.

C. Required Monthly Services

1. Clean / dust stairs and handrails.
2. Perform all high and low level dusting at tops of partitions, window ledges, doorframes, baseboards, cabinet tops, etc.
3. Remove cobwebs from all areas and inside and outside of building.
4. Spot clean all partitions as required.
5. Wash all non-fabric furniture.

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6. Vacuum all fabric-covered furniture.

D. Required Quarterly Services

1. Thoroughly clean all doors, walls, base boards.
2. Wipe clean all window blinds.
3. Strip, wax and polish all VCT floors.
4. Wash all window glass inside and outside.

E. Required Semi-Annually Services

1. Dust or vacuum all vents and ceiling tile around vents.
2. Clean light fixtures.

F. Required Annually services

1. Shampoo carpet.

2. RESTROOMS

A. Required Daily Services

1. Refill soap, towels, seat covers, toilet paper, toilet bowl deodorizer, deodorant containers, and waste receptacle liners as needed.
2. Empty and wipe out all waste paper receptacles. Disinfect as needed. Replace plastic liners as needed. Return baskets to proper positions. All trash shall be removed from the building and emptied into the dumpster available outside.
3. Clean mirrors with glass cleaner.
4. Clean and polish all metal surfaces, dispensers and furniture.
5. Clean and disinfect wash basins, toilet bowls, and urinals.
6. Disinfect underside and tops of toilet seats.
7. Wipe all walls and partitions clean of splashes, fingerprints, smears and dirt.
8. Sweep floors and wet mop with a germicidal solution.
9. Disinfect restroom fixtures.
10. Replace light bulbs as required.
11. Clean and disinfect diaper-changing station and replace supplies, if applicable.

B. Required Bi-Weekly Services

1. Spray buff VCT floors.

C. Required Monthly Services

1. Perform dusting; window ledges, high corners, etc.

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2. Thoroughly clean all walls and toilet partitions with high-strength detergent.

3. De-scale fixtures.

D. Required Quarterly Services

1. Strip and wax VCT floors.

2. Clean undersides of basins.

E. Required Semi-Annually Services

1. Clean light fixtures.

2. Dust or vacuum all vents and ceiling tiles around vents.

3. **BREAKROOMS/LOUNGES**

A. Required Daily Services

1. Refill soap, towel and waste receptacle liners as needed.

2. Empty and wipe out all waste paper receptacles. Disinfect as needed. Replace plastic liners as needed. Return baskets to proper positions. All trash shall be removed from the building and emptied into the dumpster available outside.

3. Clean and polish all metal surfaces, dispensers, counter/counter tops and furniture.

4. Clean and disinfect wash sinks.

5. Wipe all walls clean of splashes, fingerprints, smears and dirt.

6. Sweep and wet mop floors.

7. Disinfect fixtures.

8. Replace light bulbs as required.

B. Required Bi-Weekly Services

1. Spray buff VCT floors.

C. Required Monthly Services

1. Perform dusting; window ledges, corners, etc.

2. Thoroughly clean all walls.

3. De-scale fixtures.

D. Required Quarterly Services

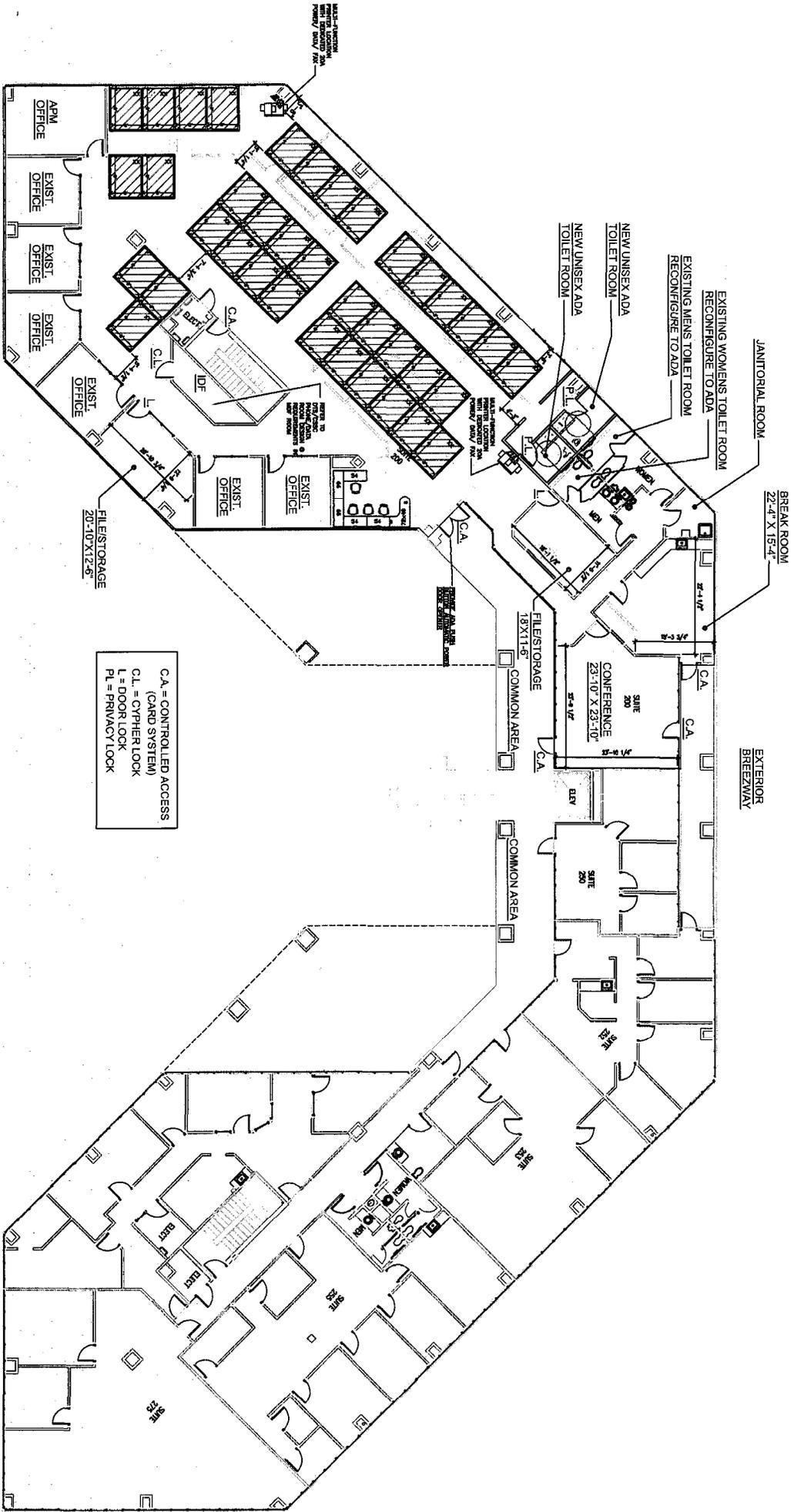
1. Strip and wax VCT floors.

2. Clean undersides of sinks.

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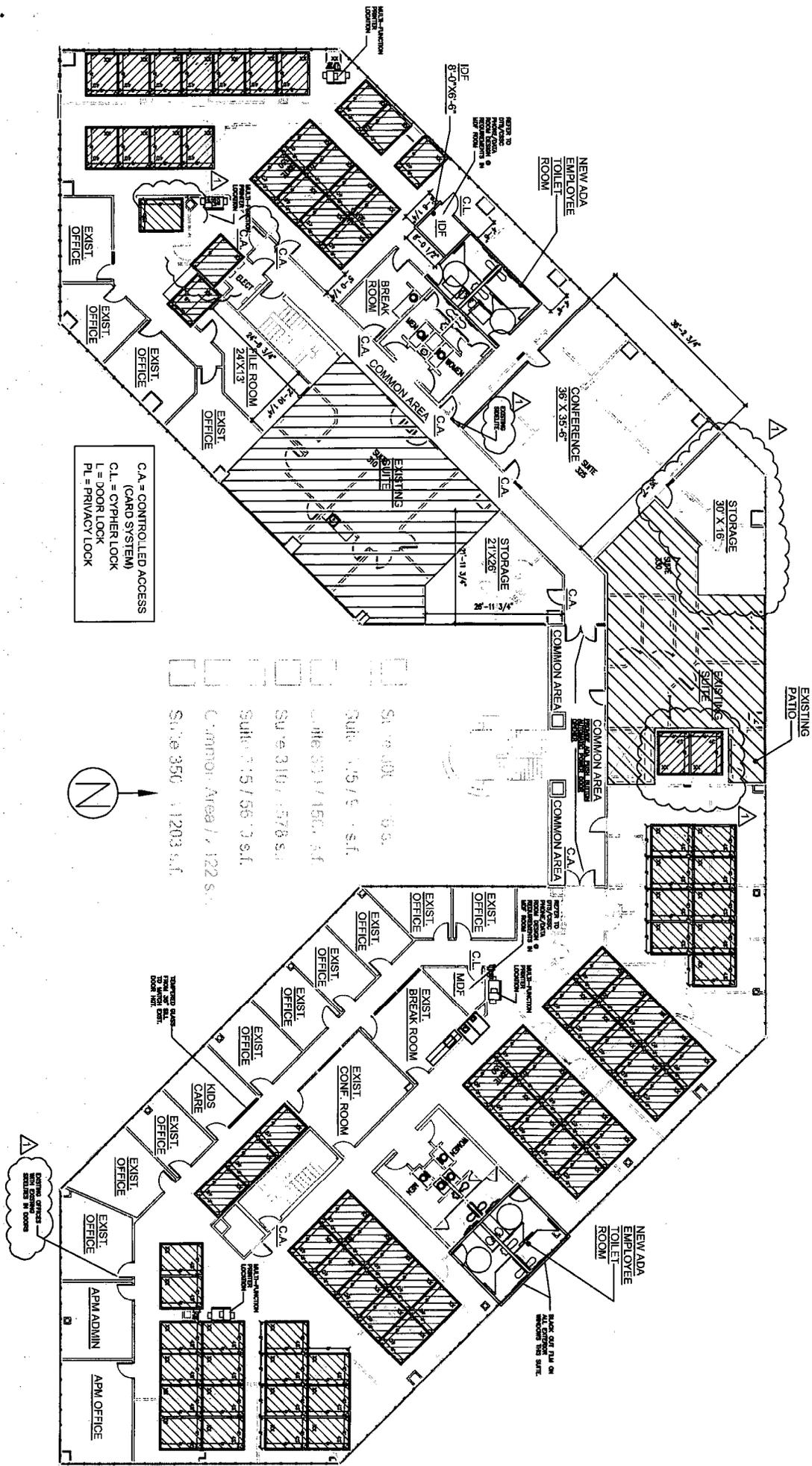
E. Required Semi-Annually Services

1. Dust or vacuum all vents
2. Clean light fixtures.



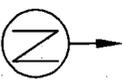
C.A. = CONTROLLED ACCESS
 (CARD SYSTEM)
 CL. = CYBER LOCK
 L. = DOOR LOCK
 PL. = PRIVACY LOCK

AS



C.A. = CONTROLLED ACCESS
 (CARD SYSTEM)
 C.L. = CYPHER LOCK
 L = DOOR LOCK
 PL = PRIVACY LOCK

- ☐ Suite 300 - 1,500 s.f.
- ☐ Suite 305/5 - 1,500 s.f.
- ☐ Suite 310 - 1,578 s.f.
- ☐ Suite 315/56 - 1,031 s.f.
- ☐ Common Area / 122 s.f.
- ☐ Suite 350 - 1,203 s.f.



AS