



# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## **RESOLUTION NO. 668**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, TO AUTHORIZE THE LEASE AGREEMENT BETWEEN CITY OF SAN LUIS AND THE OFFICE OF THE ATTORNEY GENERAL, AN OFFICE OF THE STATE OF ARIZONA.

WHEREAS, the Office of the Attorney General is requesting renewal of the lease agreement for office space;

WHEREAS, The Office of the Attorney General has been operating at the Fernando Padilla Community Center for some time, serving our community;

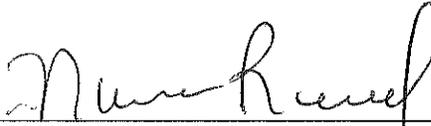
WHEREAS, The Office of the Attorney General serves our community by bringing local representation to San Luis;

WHEREAS, City of San Luis residents may obtain information about the Office of the Attorney General or may file complaints. The use of office space is limited to a desk area;

WHEREAS, the requested office space is limited and does not represent a significant charge to the city;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of San Luis authorize the approval of the renewal of the lease agreement with the Office of the Attorney General;

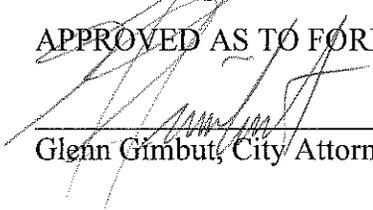
PASSED AND ADOPTED by the Mayor and Council of the City of San Luis,  
Arizona, 10<sup>th</sup> day of May, 2006.

  
\_\_\_\_\_  
Nieves Garcia Riedel

ATTEST:

  
\_\_\_\_\_  
Sonia Sanchez, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Glenn Gimbut, City Attorney



## LEASE AGREEMENT

Office of the Attorney General  
1275 West Washington Street  
Phoenix, AZ 85007-2926

**LESSOR:** City of San Luis

**LESSEE:** Arizona Office of the Attorney General

**THIS LEASE** is made by and between City of San Luis hereinafter called Lessor, and the Office of the Attorney General, an Agency of the State of Arizona, hereinafter called Lessee or AGO.

### 1. PREMISES

**LESSOR** hereby leases to AGO and AGO hereby leases from Lessor those premises (hereinafter called "premises") consisting of Fernando Padilla Community Center, located at 800 E. Juan Sanchez Boulevard with the Office open Mondays, Wednesdays and Fridays from 9 a.m. to 1 p.m.

### 2. TERM

The term of this lease is for one year (or until sooner terminated in writing by either party), commencing April 1, 2006 and expiring on April 1, 2007

### 3. RENT

AGO agrees to pay \$1 as rent. Payment shall be made yearly. This is a full service lease including all utilities (e.g. lights, heating, cooling) and janitorial service. If funds are not allocated and available for the continuance of this contract, this contract may be terminated at the end of the period for which funds were available without any liability accruing to the AGO.

### 4. REPAIRS

Lessor shall keep premises, including all common areas, parking areas, the structural systems, roofs, lighting fixture ballasts, exterior and interior walls, heating, plumbing, air conditioning, doors, windows, corridors and surrounding grounds in good repair. Lessor shall not be responsible for repairs caused by the sole negligence of AGO, its employees, contractors or clients.

### 5. COMPLIANCE WITH THE LAW

The Lessor shall promptly execute and comply with all statutes, rules orders, building codes, fire codes, ordinances, requirements and regulations of the City, County, State and Federal governments, including O.S.H.A., the Americans with Disabilities Act of 1990 (42 USC Sec. 12101 through 12213 and 47 USC Sections 225,611), Arizonans with Disabilities Act of 1992 (ARS Sec. 41-1492 et seq.) and their underlying regulations and rules, which are applicable to the premises. Nothing herein contained shall be construed to restrict the Lessor from contesting the applicability of any such regulations, rule or ordinance, provided the Lessor indemnifies the AGO



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to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

### 6. SELF-INSURANCE BY AGO

Lessor and AGO acknowledge that AGO is self-insured and will provide Lessor with a certificate of self-insurance providing \$500,000 of general liability coverage upon request. This self-insurance protects the AGO only.

### 7. PROHIBITION OF DISCRIMINATION

The Lessor agrees to comply with State of Arizona Executive Order No. 99-4, "PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS, NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS."

### 8. ARBITRATION

The parties agree to use arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. 12-1518. In the event such a dispute is arbitrated, the parties hereby agree that the prevailing party is entitled to recover its attorneys' fees and costs. Attorney's fees shall be based on the prevailing hourly rate for attorneys in Phoenix, Arizona.

### 9. CONFLICT OF INTEREST

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

### 10. ARIZONA LAW

This lease shall be governed and interpreted by the laws of the State of Arizona.



**LEASE AGREEMENT**

Office of the Attorney General  
1275 West Washington Street  
Phoenix, AZ 85007-2926

IN WITNESS WHEREOF, the parties hereto have executed this instrument by proper persons thereunto duly authorized so to do the day and year first above written.

**LESSOR:**

By:

Signature : *Rosadora*

Printed Name: Rosalicia Cordora

Title: City Manager

Date: 5/16/06

**Arizona Office of the Attorney General:**

By:

Signature : \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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