



City of Flagstaff

Grants and Contracts Office

URGENT

INDEX #: LEA-2020-084-AG1-AM1

(assigned by Grants and Contracts Office)

Prior Index #: _____

DOCUMENT TRACKING FORM

DOCUMENT TYPE:	CONTRACT/AGREEMENT TYPE:	DOCUMENT SUBTYPE:
<input checked="" type="checkbox"/> Contract/Agree. <input type="checkbox"/> Grant <input type="checkbox"/> Deed <input type="checkbox"/> Easement <input type="checkbox"/> Other	<input type="checkbox"/> Term <input checked="" type="checkbox"/> Lease <input type="checkbox"/> License <input type="checkbox"/> General/Other <input type="checkbox"/> Grant Funded <input type="checkbox"/> Development <input type="checkbox"/> Intergovernmental <input type="checkbox"/> Reclaimed Water <input type="checkbox"/> Construction: General <input type="checkbox"/> Proprietary/Sole Source	<input type="checkbox"/> Primary <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> Extension <input type="checkbox"/> Change Order <input type="checkbox"/> Deliverable <input type="checkbox"/> Sublease <input type="checkbox"/> Other

Document Title: First Addendum to Office Lease Agreement

Parties: Hopi Tribe Economic Development Corporation

Project/Subject: Addendum to the Lease of the Hopi Building at Heritage Square (Park Flag)

Amount: \$5,129.06 - \$5,441.41 per month **Effective Date:** 01/01/2020 **Expiration Date:** 12/31/2022

Approved by Council: Yes If yes, Council Meeting Date: _____ (Attach copy of approved staff summary)
 No If no, Reason: Under \$50k Emergency JOC Other: _____

Insurance? Yes No *If yes, attach Certificate of Insurance approved by Risk Management.*

Submitted By: Charity Lee **Date Submitted:** 12/13/2019 **Number of Originals:** 1
Key Contact: C. Lee / J. Portillo / D. McIntire **Department:** Economic Vitality **Telephone Extension:** x 2072 / x 2960 / x 2907

Comments: _____

ROUTING INFORMATION

Needed Reviewers: Grants and Contracts Manager SBK Date: 12/13/19
 Purchasing Manager _____ Date: _____

Date Sent to Legal: 12.13.19 **Legal Review Number:** _____ **Date Returned from Legal:** 12.13.19

Executing Official: Mayor City Manager Division Director

Date Sent to Executing Official: 12.13.19 **Date Returned to Contracts:** _____

FIRST ADDENDUM TO LEASE
(Park Flag)

This FIRST ADDENDUM TO LEASE ("ADDENDUM") is effective January 1, 2020, and is incorporated by reference into the Lease. This ADDENDUM amends and supplements the Lease. In the event of any conflict between the terms of the Lease and the ADDENDUM, the terms of this ADDENDUM shall prevail. The paragraph numbers below correspond to the Lease.

2. TERM (EXTENDED TERM). If the term is extended, rent shall be as set forth in 3.1.

3.1. RENT. The Minimum Monthly Rent during the initial Lease Term shall be as follows:

YEAR	MONTHLY RENT	TAX*	MONTHLY TOTAL*
1	\$5,000.00	\$129.05	\$5,129.05
2	\$5,150.00	\$132.92	\$5,282.92
3	\$5,150.00	\$132.92	\$5,282.92

*Based on the current rate of 2.581% and subject to change.

Upon full execution of Lease Documents, Tenant shall pay a total of \$10,129.05, which includes the Security Deposit of \$5,000.00

OPTION TO EXTEND

YEAR	MONTHLY RENT	TAX*	MONTHLY TOTAL*
4	\$5,304.50	\$136.91	\$5,441.41
5	\$5,304.50	\$136.91	\$5,441.41

*Based on the current rate of 2.581% and subject to change.

4. ADDITIONAL RENT/EXPENSE STOP. This is a gross lease. The terms of the Lease, paragraphs 4, paragraphs 4.2; 4.3, and 4.4 are deleted and shall not apply.

13. RIGHTS RESERVED BY LANDLORD. Except in case of emergencies, Landlord shall give at least 48 hours' notice to Tenant before exercising its rights to enter the Premises for any purposes allowed under the Lease.

16. UTILITIES AND JANITORIAL SERVICES. Paragraph 16.2 is deleted. Tenant will not use space heaters, air conditioners, or any other apparatus or device that may result in overloading electrical circuits or cause disruption to a neighboring tenant. Tenant and its subtenants will have the following office hours, and these will necessitate utility services:

- Park Flag: 7 days a week, 7:30 a.m. to 10:00 p.m.
- Downtown Business Alliance: Monday through Friday, 9:00 a.m. to 5:00 p.m.
- FMPO: Monday through Friday, 8:30 a.m. to 5:00 p.m.

18. ACCEPTANCE OF THE PREMISES, LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD. Prior to commencement of the Lease, Landlord will professionally clean the Premises, including carpets and all facilities, and patch and repaint the walls of the Premises.

Tenant shall be granted access prior to commencement of the Lease:

- To establish telephone, internet, and similar communication services at its expense;
- To rekey any locks on the Premises at Tenant's expense, provided Landlord is given a master set of the keys.

22. ASSIGNMENT AND SUBLETTING. Landlord has approved Downtown Business Alliance and Flagstaff Metropolitan Planning Organization ("FMPO") as subtenants of Tenant. Tenant understands that Tenant shall be fully responsible for the full terms of this Lease.

All other terms and conditions of the Lease apply.

ACCEPTED AND APPROVED:

Landlord:

Hopi Tribe Economic Development Corporation,
A federally chartered corporation, wholly owned
By the Hopi Tribe, a federally recognized
Indian tribe

By: Lucinda Smith 11/5/19

(Date)

Name Printed: Lucinda Smith

Its: CEO

ACCEPTED AND APPROVED:

Tenant:

City of Flagstaff

By: Coral Evans

(Date)

Coral Evans, Mayor

Attest:

By: Stacy Saltyburg

Approved as to form:

By: Angie Wendel