

## LEASE

THIS LEASE ("Lease") is made this 21<sup>st</sup> day of July, 2021 by and between the Town of Queen Creek, an Arizona municipal corporation ("Lessor"), and American Medical Response of Maricopa, LLC, an Arizona limited liability company ("Lessee"). Lessor and Lessee may be jointly called "Parties" or individually "Party".

## WITNESSETH

**WHEREAS** Lessor is the owner of certain real property within the jurisdiction of Town of Queen Creek and the fire stations located thereon; and

**WHEREAS** Lessee desires to lease a portion of the real property herein described for the housing of an ambulance and associated emergency medical crew; and

**WHEREAS** it is in the best interests of the Town of Queen Creek to lease space to Lessee to house ambulances and associated emergency medical crews in Town of Queen Creek fire stations.

**IN CONSIDERATION OF THE PREMISES** and the mutual covenants herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each Party to the other, the Parties hereto agree as follows:

1. **PREMISES.** That the subject of this Lease is more particularly described as space, as set forth below, located within Queen Creek Fire Station(s) designated as follows:

**Station Number 4: 20155 S. Signal Butte Road, Queen Creek, AZ 85142**

The "Leased Premises" shall be an area located within Lessor's Fire Station, and shall include: (i) one (1) parking bay to be used for the housing of an ambulance, (ii) sleeping quarters for an ambulance crew consisting of two (2) individuals, and (iii) space allocated at the Fire Station to store required medical equipment. The exact location of the Leased Premises within the Fire Station shall be subject to the approval of the Queen Creek Fire Chief, or his designee, in his sole and absolute discretion. The Parties acknowledge that by virtue of the physical layout of the Fire Station, the Lessee may be permitted to the non-exclusive use of various "Common Areas" of the Fire Station. Common Areas shall not include any designated office space of Fire Captains or any law enforcement personnel. The designation and use of such Common Areas may be agreed upon by the Lessee and the Queen Creek Fire Chief. The Lessee shall have no access to Lessor's Emergency Medical Service (EMS) supply area.

## **2. OCCUPANCY PERIOD**

Lessor hereby grants to Lessee 24-hour use of the Leased Premises. Any changes to this Lease to use the Leased Premises to house a "day-car" for only portions of a day (minimum twelve-hour periods) shall only be by written amendment executed by both parties.

## **3. TERM.**

**A.** Unless otherwise not renewed as herein provided, the "Term" of this Lease shall be three (3) years commencing on **July 1, 2021 (the "Commencement Date") and ending on June 30, 2024.**

**B.** After one (1) calendar year, Lessor will meet with Lessee and review the cost to the Lessor of certain consumables (including without limitation office, cleaning and restroom supplies). Lessor reserves the right to either raise or lower the Lease rent at Lessor's discretion, supported by documentation, and in consultation with Lessee. Any resulting increase in rent shall not exceed five percent (5%) of the then existing Lease rent. Any such adjustment shall be provided to Lessee in writing.

**C.** This Lease shall automatically renew for up to three (3) consecutive one (1) year periods (each a "Renewal Term") under the same terms and conditions as set forth herein unless either of the Parties hereto gives written notice to the other at least ninety (90) days prior to the expiration of the then existing term of its intent not to renew this Lease.

4. **WARRANTY.** Upon the Commencement Date, Lessee shall accept the Leased Premise and fixtures in its existing condition. Lessee agrees that no representations, statements or warranties, express or implied, have been made by or on behalf of the Lessor as to the condition thereof. In no event shall the Lessor be liable for any defect in such Leased Premises or for any limitation on its use.

5. **RENT.**

A. Lessee shall pay to Lessor annual "Rent" in the amount of **Seventeen Thousand Five Hundred Ninety Eight and 36/100 (\$17,598.36)**. Lessee shall pay Rent in equal monthly installments, on the first (1st) day of each month during the Term, of **One Thousand Four Hundred Sixty Six and 53/100 (\$1,466.53)** per month.

B. Rent for each Renewal Term after the initial Term shall be increased by the sum of three percent (3%) over the immediately preceding term.

C. All rental payments due under the terms of this Lease shall be addressed to the Lessor at the below, unless and until another address is designated by Lessor for receipt of payments:

Town of Queen Creek  
22358 S. Ellsworth Road  
Queen Creek, Arizona 85142  
Attn: Finance Director

All rental payments due herein are due and payable on the first (1st) day of each month without setoff or deduction, notice or demand. A late charge of Three Hundred Dollars (\$300.00) shall be added to each payment received by the Lessor ten (10) days after said rent becomes due and payable. Additionally, an additional Two Hundred Dollars (\$200.00) shall be due and payable every fifth (5th) day thereafter until thirty (30) days have elapsed. Thereafter, interest shall accrue on the outstanding balance as set forth in paragraph 23 below.

D. If the Leased Premises is occupied and used to house a "day-car" for portions of a day (minimum twelve-hour periods), the rent charged will be a pro-rated amount based on the occupied use by the Lessee. Example: if Lessee occupies for twelve hours a day the rent charged will be one-half the amount provided for in Paragraph 5(A). Any changes to the occupancy period (*i.e.* 12-hour or 24-hour use) of the Leased Premises or to the applicable Rent (except as provided for in Paragraph 5(B)) shall be by written amendment to this Lease signed by both Parties.

6. **CITY AND STATE TAXES.** In addition to the rent specified above, Lessee

shall be responsible for all taxes, fees, and assessments arising as a result of this Lease, if any. Lessee further understands and agrees that in the event the Leased Premises become subject to government property lease excise tax pursuant to A.R.S. Title 42, Chapter 6, Article 5, Lessee shall pay such excise tax and Queen Creek shall have no responsibility whatsoever for such excise taxes.

**7. SURRENDER OF PREMISES.** Subject to the terms and conditions herein provided, it is agreed that at the expiration of any term of this Lease, or any sooner termination thereof, Lessee will quit and surrender the Leased Premises. At the termination of this Lease, Lessee shall surrender the Leased Premises to Lessor in the same condition as received, ordinary wear and tear excepted. If the Lessee should hold over the said term with the consent, express or implied, of Lessor, such holding over shall be construed as a tenancy only from month to month, and the Lessee shall continue to pay the prevailing rent for such term as Lessee holds same.

**8. USE.**

A. Lessee shall use the Leased Premises solely for the housing of an ambulance, associated crew, and necessary equipment, and for no other purpose without Lessor's prior written consent, which consent may be withheld in Lessor's sole and absolute discretion.

B. Lessee shall, at Lessee's expense, comply with all applicable statutes, ordinances, rules, regulations, orders, and requirements in effect during the term or any part of the Term hereof regulating the use by Lessee of the Leased Premises.

C. Lessee hereby accepts the Leased Premises in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of the Leased Premises, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Lessee acknowledges that neither Lessor nor Lessor's agent have made any representation or warranty as to the suitability of the Leased Premises for the conduct of Lessee's business.

D. Lessee acknowledges that its use of the Leased Premises described herein are non-exclusive, and that the Leased Premises will also be used by the Lessor as a fire station, and for other municipal and governmental purposes as determined by Lessor.

**9. SIGNS.** Lessee shall place no signs, flags, or posters or other advertising or promotional materials on the Leased Premises, on the exterior of the building in which the Leased Premises are located, or in the windows of the Leased Premises without having obtained Lessor's prior written consent, which consent may be withheld at the sole discretion of the Lessor.

**10. REPAIRS.** Any repairs which are required to be done to the Leased Premises which are necessitated by the negligence or acts of the Lessee, its employees or agents, shall be repaired as determined by the Lessor, the cost of which shall be borne by the Lessee.

**11. KEEPING PREMISES CLEAN.** Lessee agrees to assist in keeping the Leased Premises inside and outside clean and neat at all times, including sidewalks, parking area and front and rear yards. Lessee is responsible for keeping their designated sleeping quarters and ambulance parking bay clean.

**12. ALTERATIONS AND ADDITIONS.** Alterations and additions may not be made to the Leased Premises without the prior written consent of the Lessor, which consent may be withheld in Lessors sole and absolute discretion. Any alteration of or addition to the Leased Premises shall become part of the realty and shall belong to the Lessor upon termination of this Lease. Storage equipment that is freestanding and not mounted to any wall shall remain the property of the Lessee, and shall be removed upon expiration of this Lease or earlier termination thereof

**13. LIENS CREATED BY LESSEE.** Lessee shall have no power to do any act or to make any contract that may create or be the foundation for any lien upon the property on which the Leased Premises are located or other estate or reversion of the Lessor in the Leased Premises or upon any building or improvement thereon, and should any such lien be filed, the Lessee, at its sole cost and expense, shall bond or otherwise discharge the same within ten (10) days after the filing thereof

**14. PROHIBITION AGAINST ASSIGNMENT.** Lessee shall not assign, mortgage or encumber this Lease nor sublet nor permit the Leased Premises or any part thereof to be used by others, without the prior written consent of the Lessor in each instance, which consent may be withheld in Lessors' sole and absolute discretion.

**15. PROHIBITION AGAINST LESSEE.** Lessee shall not, at any time, without first obtaining the Lessor's express written consent, which consent may be withheld in Lessors' sole and absolute discretion:

A. Perform any act or carry on any practice which may damage, mar or deface the Leased Premises, the building in which the Leased Premises is located, or the property on which the Leased Premises is located;

B. Install, operate or maintain in the Leased Premises any electrical equipment which will overload the electrical system therein or any part thereof, beyond its reasonable capacity

for proper and safe operation as determined by Lessor, in Lessors' sole and absolute discretion.

**16. DAMAGE OR INJURY TO PERSON OR PROPERTY.**

A. Lessee hereby agrees to indemnify and hold harmless the Lessor from any and all liability for any damage or injury to person or property caused by or resulting from any act or omission of Lessee, its employees or agents arising from or relating to Lessee's use or occupation of the Leased Premises, the building in which the Leased Premises is located, or the property on which the Leased Premises is located.

B. Lessor hereby agrees to exempt, indemnify and hold harmless the Lessee from any and all liability for any damage or injury to person or property caused by or resulting from any act or omission of gross negligence of Lessor, its employees or agents, except as set forth immediately below.

C. Notwithstanding paragraph B above, Lessee hereby agrees to indemnify and hold harmless the Lessor in every circumstance from any and all liability for any damage or injury to person or property arising from Lessee personnel's use of any of Lessor's weight room or exercise equipment.

**17. INSURANCE.** Lessee shall maintain a comprehensive public liability insurance policy in an amount of not less than Two Million Dollars (\$2,000,000.00), insuring against liability for bodily injury and property damage, for the benefit of Lessor, and in all respects maintain said insurance as set forth in Sections 41 and 42 of the August 2015 Regional Emergency Medical Transportation Service Agreement.

**18. LANDLORD'S OBLIGATIONS.** Notwithstanding any other terms hereof, except for damage caused by any act or omission of Lessee, Lessee's agents, employees, or invitees, Lessor, at Lessor's expense, shall keep in good condition and repair the fire stations in which the Leased Premises are located.

**19. DEFAULTS.** The occurrence of any one or more of the following events shall constitute a material default and breach of this lease by Lessee:

A. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, or to provide proof of payment of said amounts upon demand of Lessor.

B. The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Lessee, other than described in paragraph A above, where such failure shall continue for a period of fifteen (15) days after written notice

hereof from Lessor to Lessee; provided however, that if the nature of Lessee's default is such that more than fifteen (15) days are reasonably required for its cure, then Lessee shall not be deemed to be in default, if Lessee commenced such cure within said fifteen (15) day period and thereafter diligently prosecutes such cure to completion.

C. (i) The making by Lessee of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in the lease, where possession is not restored to Lessee within thirty (30) days; or (iv) the attachment, execution, or other judicial seizure of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

## **20. REMEDIES.**

A. If Lessor or Lessee determines that the other Party has not fulfilled its duties or obligations under this Lease, this Lease may be terminated by that Party upon thirty (30) days written notice to the other Party. However, the Party desiring to terminate this Lease must provide notice as to the specific manner in which the other Party has not fulfilled the aforementioned duties. The Party deemed to be failing its duties or obligations would then have fourteen (14) days to implement a solution before final notice of termination is issued.

B. Notwithstanding the provisions in Paragraph 20(A) above, if Lessee is in material breach of this Lease for failure to make payment of rent, Paragraph 21 hereof shall apply.

**21. NON-PAYMENT OF RENT.** In addition to any other remedy provided for in this lease, Lessee further agrees with Lessor that upon the non-payment of the whole or any part of the said rent or other payment due hereunder at the time when same is promised to be paid by the said Lessee, the Lessor, at its election, may declare this Lease at an end and recover possession of said Leased Premises, as though the same were held by forcible detainer, said Lessee hereby waiving any notice of such election or any demand for rent; and further, that in the event the Leased Premises or part thereof shall be deserted during said term or of the breach of any of the other terms, covenants or agreements herein contained, and by the Lessee to be kept and performed, the Lessor may declare this Lease to be at an end and become entitled to the immediate possession of the

Leased Premises and may pursue any other remedy provided for herein; or they may treat this Lease as continuing and take, have and recover any damages they may have sustained by reason of such breach.

**22. INDEPENDENT COVENANT FOR PAYMENT OF RENT.** The covenant of the Lessee to pay rent shall at all times be recognized as an independent covenant under the terms of this Lease and shall in no way be construed to be dependent upon any other clause, condition or covenant contained herein.

**23. DEFAULT BY LESSOR.** Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event earlier than thirty (30) days after written notice by Lessee specifying wherein Lessor has failed to perform such obligations; provided however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for performance then Lessor shall not be in default if Lessor commences performance within such thirty-day period and thereafter diligently prosecute the same to completion.

**24. INTEREST ON PAST DUE OBLIGATIONS.** Except as expressly herein provided, any amount due to Lessor not paid when due shall bear interest at eighteen percent (18%) per annum from the date due. Payment of such interest shall not excuse or cure any default by Lessee under this Lease.

**25. NOTICES.** Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by regular mail, addressed to Lessor or Lessee respectively at the following addresses (until written notice of change of address is provided by either Party to the other):

To Lessor:

Town of Queen Creek Fire &  
Medical Department  
22358 S. Ellsworth Rd.  
Queen Creek, Arizona, 85142

With a copy to the Town Manager at the following address:

John Kross  
Town of Queen Creek 22358  
S. Ellsworth Rd. Queen  
Creek, Arizona 85142



To Lessee:  
American Medical Response of Maricopa,  
LLC6363 S. Fiddler's Green Circle, 14<sup>th</sup>  
Floor Greenwood Village, CO 80111

**26. WAIVER BY LESSOR.** The waiver by either Party of any breach or breaches by the other of any one or more of the covenants, agreements, conditions, or obligations herein contained shall not bar either Party's right to employ any rights or remedies in the event of any subsequent breach of any such or other covenants, agreements, conditions, or obligations. Any entry and/or re-entry by the Lessor, whether had or taken under what is generally known as summary proceedings, or otherwise, as provided by the terms of this Lease, shall not be deemed to absolve or discharge the Lessee from liability hereunder.

**27. SEVERABILITY.** The invalidity of any provision of this Lease as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the Parties is not defeated thereby.

**28. CHANGE IN LEASE.** The making, execution and delivery of this Lease has not been induced by any representation, statement, warranties or agreements other than those herein expressed. It is mutually agreed by and between the Parties hereto that this Lease supersedes all other previous and/or other agreements bearing upon the Leased Premises, and it is further agreed that no changes to or in this Lease shall be made without being in writing, signed by all of the Parties hereto.

**29. RESERVATION BY LESSOR.** Lessor reserves the right to make improvements and additions upon the Leased Premises. Any such additions or improvements, if not an integral part of the Leased Premises, shall be property of Lessor and shall not be deemed part of the Leased Premises.

**30. CONFLICT OF INTEREST.** Pursuant to A.R.S. § 38-511, the Town of Queen Creek may cancel this Lease, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Lease on behalf of the Town is, at any time while the Lease or any extension of the Lease is in effect, an employee or agent of any other Party to the Lease in any capacity or a consultant to any other Party of the Lease with respect to the subject matter of the Lease. In the foregoing event, the Town of Queen Creek further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Lease on behalf of the Town of Queen Creek from

any other Party to the Lease arising as a result of this Lease.

**31. CONSTRUCTION.** The terms and conditions of this Lease shall be construed and governed in accordance with the laws of the State of Arizona without regard to conflict of law principles.

**32. DISPUTE RESOLUTION.** The Parties hereto expressly covenant and agree that in the event of a dispute arising from this Lease, each of the Parties hereto waives any right to a trial by jury. In the event of litigation, the Parties hereby agree to submit to a trial before the Court. The Parties hereto further expressly covenant and agree that in the event of litigation arising from this Lease, neither Party shall be entitled to an award of attorneys' fees, either pursuant to the Lease, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

**33. TIME IS OF THE ESSENCE.** Time is of the essence of this Lease. The failure of either Party to require the strict performance by the other of any provision of this Lease shall not be deemed a waiver of the right of said Party thereafter to require strict performance of that or any other provision of this Lease in accordance with the terms hereof, and without notice.

**34. NON-DISCRIMINATION CLAUSE.** The Lessee, with regard to the provisions of services to the general public pursuant to this Lease, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status. The Lessee will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Orders 99-4 and 2000-4.

**35. CONTRACT ADMINISTRATOR.** The Contract Administrator for the purposes of this Lease shall be the Fire Chief (or his designee), until such time that a different contract administrator is designated by the Queen Creek Town Manager. Whenever the consent of the Town of Queen Creek is required pursuant to the terms of this Lease, the Contract Administrator is hereby empowered to give such consent on behalf of the Lessor, with the exception of any material changes to the Lease pursuant to Paragraph 28, which are required to be approved by the Queen Creek Town Council.

**36. COUNTERPARTS.** This Lease may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Lease shall be deemed to possess the full force and effect of the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on or as of the day and year first written above.

LESSOR: TOWN OF QUEEN CREEK

LESSEE: AMERICAN MEDICAL  
RESPONSE OF MARICOPA, LLC

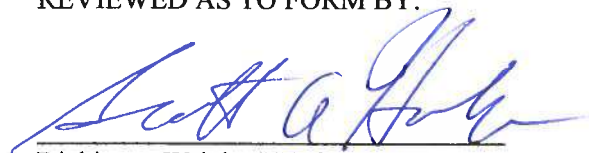
  
Gail Barney, Mayor

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ATTEST:

  
Maria Gonzalez, Town Clerk

REVIEWED AS TO FORM BY:

  
Dickinson Wright, PLLC  
Attorney for the Town

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on or as of the day and year first written above.

LESSOR: TOWN OF QUEEN CREEK

LESSEE: AMERICAN MEDICAL RESPONSE OF MARICOPA, LLC

\_\_\_\_\_  
Gail Barney, Mayor

DocuSigned by:  
  
\_\_\_\_\_  
Name: Glenn Kasprzyk

ATTEST:

\_\_\_\_\_  
Maria Gonzalez, Town Clerk

REVIEWED AS TO FORM BY:

\_\_\_\_\_  
Dickinson Wright, PLLC  
Attorney for the Town