

Seat of Government Leasing Procedures

for

Offices

Located in the City of Des Moines

and

Metropolitan Area

Department of General Services

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State Property Leasing Manager

March 13, 2000

SEAT OF GOVERNMENT LEASING PROCEDURES
For Offices Located in the City of Des Moines & Metropolitan Area

Leasing generally occurs in the following contexts:

- 1. An agency located on the Capitol Complex expands a program or establishes a new program, which necessitates additional space.**
- 2. The Department of General Services plans renovation or restoration of a building and must relocate agencies temporarily off the Capitol Complex.**
- 3. An agency opens a "field" office at a location other than in the City of Des Moines.**

In the first two cases, the Department of General Services takes a leadership role and plays an active part in the location of leased space, negotiation of a lease, and coordination of the physical move.

In the third case, the Department of General Services assists the agency with regard to leasing and offers collocation opportunities, if such exist in the city or county where the agency wishes to locate. (See, Iowa Code section 18.12 (12).)

This document outlines, defines and delineates the roles and responsibilities of the leasing agency and the Department of General Services for offices identified in the first and second scenario.

The agencies' role in leasing properties in the first and second scenario consists of the following elements:

- Provide early notification (prior to requesting additional staff through the budget process) to the Department of General Services of the need for additional office space.
- Complete and submit to the Department of General Services a space analysis form with written justification for the requested additional office space. Also include a statement that funds are available, the source of funding, and the estimated budget amount.
- Assign one key staff member to represent the agency during the project.
- Meet with a space representative of the Department of General Services to discuss facility requirements, agency program needs, time frames, and deadlines.
- View potential lease sites and reach agreement on final site selection.
- Review proposed lease.
- Execute lease agreement.
- Provide input on floor plans and attend weekly move meetings.
- Move into lease facility and commence rental payments.

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The Department of General Services' role in leasing properties in the first and second scenario consists of the following steps:

Step 1 Decision Factors

The Department of General Services receives a request for additional office space from an agency. The decision to lease property is determined by the state agency and the Department of General Services when additional office space is not available on the Capitol complex, or when program requirements necessitate a need for a field office.

The agency's decision to lease property or to expand/reduce square footage is determined by a multitude of factors. These factors include, but are not limited to: legislative mandate, customer base, federal, state, and county program driven requirements, or an increase in the agency's FTE's to meet its respective mission. The agency is responsible for justifying the need for leased office space.

Step 2 Guidelines and Standards

The Department of General Services has developed space allocation standards and guidelines (*see attachment B*). These standards assist the department in determining the amount of square footage required for personnel space, as well as, special facilities within the space. Office standards may vary due to space availability, growth potential, acoustics, and specific needs of personnel, program requirements, equipment used, and the type of office furniture used.

An agency representative completes and submits to the Department of General Services a space analysis form (*see attachment A*) to determine appropriate square footage requirements and any special needs requirements.

Step 3 Factors and Criteria Considered for Locating Lease Space

The Department of General Services meets with the agency's representative to discuss and encourage collocation opportunities, facility requirements, agency programmatic objectives, time frames and deadlines.

The method for locating available lease space varies. The following methods are generally used to obtain lease space: Request for Proposals, referrals by peers or community partners, downtown redevelopment corporations, Realtors, and personal knowledge. **Note: State agencies do not pay any finder fees to Realtors.**

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Step 4 Selection Criteria

The Department of General Services and the agency select the specific office site to be leased based on a multitude of factors and criteria.

Selecting the geographical location of the leased facility is based on the varied program requirements of each individual department. The following criteria is considered when selecting a location:

Collocation Opportunities – When possible, an attempt to collocate agencies is pursued in an effort to reduce costs. Costs can be reduced by sharing reception areas, conference rooms, receiving areas, restroom facilities, break rooms, communication systems, computer systems, fax/copier/mail centers, common janitorial services, and support personnel. Collocating facilities also promotes economy and efficiency by better coordinating the delivery of services to the general public throughout the state and allowing easier centralized public access to the various services offered by state government. These locations are generally in downtown areas and close to mass transit and major highways.

Urban Redevelopment Areas or Revitalization Areas – When possible, the agency considers locating in economically depressed neighborhoods in order to stimulate revitalization of the area.

Federal Program Requirements – Agencies administering federally funded programs may be required to observe specific guidelines and parameters. For example, an agency may be required to collocate in an existing federal facility or locate within a program specified geographical boundary.

County Program Requirements – Agencies administering county funded programs may be required to observe specific guidelines and parameters. Again, an agency may be required to collocate in an existing county facility or locate within a program specified geographical boundary.

State Program Requirements - Authorities established under the Code of Iowa, or issued Executive Orders, may play a role in establishing certain criteria for geographical locations. For example, some agencies may be required to locate in large geographical areas.

Proximity to Critical Facilities – Agencies' program requirements may mandate locating within a specified boundary to critical facilities, such as, courthouses and other municipal buildings.

Convenient Location to Customer Base – Certain agencies are often located in specific targeted areas and neighborhoods to better serve their clientele.

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Step 4 Selection Criteria cont.

Mass Transit – Due to the nature of certain agencies' services, those agencies are often required to locate on a public transportation route for convenience and accessibility of their clientele.

Facility Requirements – All potential leased facilities must meet federal, state and local building codes, the Iowa Occupational Safety and Health Act, Life Safety Codes, and accessibility under the ADA.

Facility Limitations – Some major factors in determining a potential lease location are fair market value, overall move costs, equitable lease terms and targeted occupancy dates. An equally important factor is the availability and cost consideration of communications to the facility, including both telephone and data. Additionally, leased properties must have adequate security and enough parking to accommodate the general public, as well as, agency staff. Landlords must also be responsive to the agencies needs.

Step 5 Lease Negotiations

The Department of General Services negotiates for the required space and general lease terms with the prospective Landlord. The following guidelines are used to ensure the state receives the most favorable terms:

Industry Sources - Quarterly reports indicating the amount and percentage of Class A, B, and C office space leased in the city of Des Moines and the range of costs per square foot.

Comparison of Similar Facilities and Leases - Review of available and existing properties on the market and conduct site evaluations to ensure the state receives the best available market rate.

Buy-Down of Lease Rate with Extended Term - A considerable factor in the rate per square foot is based on the length of a lease. Typically, the longer the lease term the lower the rate.

Additional Considerations - Other factors evaluated in the cost per square foot of a lease include the Tenant Improvement Allowance or build-out costs, building operating expense costs, the age of the facility, parking availability and costs.

Early/Timely Negotiation of Leases - New leases should be negotiated thirty to sixty days prior to commencement of the lease to allow time for design, build-out of tenant improvements, installation of modular office furniture and installation of communication and data equipment. Negotiations for lease renewals should be completed six months prior to commencement of the lease to allow for relocation if negotiations are unsuccessful.

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Step 6 ADA Accessibility

When negotiating a lease, lease renewal or lease addendum, an American with Disabilities (ADA) assessment must be conducted on the proposed office space. The Department of Human Rights, Division of Persons with Disabilities representative in cooperation with a Department of General Services representative conducts a physical site inspection to ensure compliance with federal and state laws on accessibility (see *attachment C*). The Department of Human will then prepare a letter indicating any structural alterations that may be required and restrictive time frames of when those alterations are to be completed. Written approval from the Division of Persons with Disabilities must be submitted with the lease, lease renewal, or lease addendum indicating that the proposed facility has been inspected and complies with ADA requirements of the State of Iowa.

There must be an updated letter attached to any lease, lease renewal, or lease addendum (see example attachment D).

A current ADA letter will ensure all State agencies' offices meet the Governor's Executive Order number 46 and the Governor's directive that the leased facility be inspected and comply with current State Building code, Division 7 (see *attachment E*).

Step 7 Preparation and Execution of Lease Contract

The lease agreement, lease renewal, or lease amendment is prepared using the standard lease agreement format with minor modifications. The standard lease templates were developed in cooperation with the Attorney General's Office and Department of General Services' Legal Counsel (see *attachment F*).

The Department of General Services prepares the lease contract and attaches the appropriate exhibits to the lease. The Attorney General's Office or the Department of General Services' Legal Counsel reviews the final lease prior to execution of the contract. The contract is then reviewed and approved by the agency representative as well as the Landlord. The Landlord, the authorized agency representative, and the Director of the Department of General Services execute the lease contract respectively.

Leases in the Seat of Government are between the Landlord and the Department of General Services on behalf of the state agency. Each party to the lease shall possess one of the fully executed Leases.

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Step 8 Supervise and Manage Build-out/Tenant Improvements of Lease Facility

The Department of General Services coordinates and manages the build-out and tenant improvement process from construction to tenant's occupancy. There are two major components to this process. The first component involves the coordination and management of the architectural and construction process. The Department of General Services' role in the construction process includes the following elements:

- ✓ Supervise the architectural preparation of drawings and specifications of the Tenant Improvements to the Lease Premises.
- ✓ Approve the final floor plans, specifications and construction budget.
- ✓ Authorize change orders when absolutely necessary. Change orders are discouraged and only approved in emergency situations.
- ✓ Coordinate and manage the construction schedules including, general contractor, subcontractors, electrical and plumbing.
- ✓ Conduct daily physical site visits to monitor construction progress.
- ✓ Attend weekly contractors meeting to monitor and discuss status of project.
- ✓ Conduct a final inspection of the lease premises to ensure office space was designed according to approved plans and specifications and identify incomplete punch list items.
- ✓ Verify punch list items have been satisfactorily completed.

The second component involves coordination and supervision of the state contractors responsible for final design, furniture procurement, installation of modular furniture, installation of data and communication lines and equipment and the move or physical relocation of the agency. The Department of General Services' role in this process includes the following elements:

- ✓ Oversee final floor plan design (modular furniture layout) to assist agency in maximizing space efficiencies and ensure the approved floor plan adheres to DGS office space standards.
- ✓ Coordinate and conduct weekly move meetings with representatives of the agency, design firm, modular office furniture provider, ICN and professional movers, to monitor and discuss status of project.
- ✓ Prepare and coordinate move schedule and timelines for final floor plan, furniture delivery, modular furniture set up, installation of data and phone lines and equipment, and the physical move schedule. In leased facilities, it is critical that all state contractors and state agency representatives meet the established project timelines. A single contractor's failure to meet a pre-established deadline creates a ripple effect that disrupts and negatively impacts other contractors' deadlines resulting in cost overruns. A state agency would also be forced to pay for space they could not occupy.
- ✓ Develop keying schematic for lease facility and establish security log for tracking and controlling all keys. Upon vacating premises, the agency is responsible for returning all keys to the Department of General Services Lease Manager.

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Additional Lease Duties & Responsibilities of the Department of General Services

- Track, update and maintain all original lease contracts and files.
- Prepare and execute amendments to the lease agreement as necessary.
- Review and approve justifiable requests for modifications to leased premises, including tenant improvements and work orders (See procedures for requesting tenant improvements and work orders in leased facilities).
- Supervise and manage remodeling projects, tenant improvements and work orders in lease facilities.
- Track, update and maintain master lease database for all leases.
- Review proposed annual increases in operating expense costs.
- Annual Operating Expense (utilities and taxes) end of year reconciliations.
- Audit Landlords' financial records and supporting documentation, as necessary.
- Payments of lease invoices.
- GAAP reporting requirements - The agency that pays the lease is responsible for GAAP reporting.

Additional Lease Duties & Responsibilities of the Leasing Agency

- Maintain and track respective agencies' lease contract and files.
- Timely execution of amendments to the lease agreement as necessary.
- Contact General Services for requests to modify the leased premises, including tenant improvements and work orders (Follow procedures for requesting tenant improvements and work orders in leased facilities).
- Payments of lease invoices.
- Annual Operating Expense (utilities and taxes) end of year reconciliations.
- Review proposed annual increases in operating expense costs.
- GAAP reporting requirements - The agency that pays the lease is responsible for GAAP reporting.

For an illustrated flowchart of the lease process, please see next page.

NOTE: The Department of General Services procures lease space at the Seat of Government for all Executive Branch agencies, departments, boards and commissions, except for the Board of Regents. The Board of Regents has separate leasing authority under the Code of Iowa. These procedures are not intended to apply to the Legislative Branch or Judicial Branch of government.

ATTACHMENTS:

Space Allocation Form - Attachment A
Space Standards/Guidelines - Attachment B
State Leased/Owned Building Access Survey Form - Attachment C
Example of Division of Human Rights Letter - Attachment D
Executive Order 46 and Governor's Directive - Attachment E
Standard Lease Agreement Format - Attachment F

DEPARTMENT OF GENERAL SERVICES SPACE ALLOCATION FORM

Agency Name _____

Present Location _____

Contact Person _____

SPACE REQUIREMENTS

1. Personnel Space

Department Director (Private)	(300 s.f.) x ()	_____
Division Administrator (80" open office)	(140 s.f.) x ()	_____
Bureau Chief (62" open office)	(100 s.f.) x ()	_____
Support Personnel (Receives visitors, etc.)	(80 s.f.) x ()	_____
Support Personnel	(64 s.f.) x ()	_____

TOTAL POSITIONS _____

TOTAL SQUARE FOOTAGE FOR PERSONNEL _____

2. Special Facilities

Conference Room(s)	(s.f.) x ()	_____
Computer Room (Fill in the electrical / cooling requirements)		_____
Library		_____
Reception Area		_____
Hearing Room(s)	(s.f.) x ()	_____
Copy Area(s) (Electrical / cooling requirements)	(s.f.) x ()	_____
File Area(s)	(s.f.) x ()	_____
Storage Area		_____
Break Area (Electrical / cooling requirements)		_____
Other _____		_____

Note: Please list any specialized equipment that will affect space needs.

TOTAL SQUARE FOOTAGE FOR SPECIAL FACILITIES _____

3. Agency Square Footage Subtotal (Personnel + Special Facilities)

Add Total Square Footage for Personnel and Special Facilities _____

TOTAL AGENCY SQUARE FOOTAGE (Multiply Subtotal by 1.3) _____

ELECTRICAL / COOLING REQUIREMENTS

(Please attach separate sheets if needed)

Copier(s)		Amps / unit	_____
Printer(s)		Amps / unit	_____
Break Area	BTUs / unit	Amps / unit	_____
Computer Room	BTUs / unit	Amps / unit	_____
Other Special Equipment Requirements (Please List)			
_____	BTUs / unit	Amps / unit	_____
_____	BTUs / unit	Amps / unit	_____
_____	BTUs / unit	Amps / unit	_____
_____	BTUs / unit	Amps / unit	_____

COMMUNICATION REQUIREMENTS

(Please attach separate sheets if needed)

**DEPARTMENT OF GENERAL SERVICES
BUILDING SERVICES DIVISION
OFFICE SPACE STANDARDS**

ATTACHMENT B

FEBRUARY / 2000

1. **DEPARTMENT DIRECTOR**
 - Gubernatorial appointee; director of an Executive Branch State Department
 - Full time Employee
 - 300 square foot office *
 - Floor-to-ceiling office walls

2. **GUBERNATORIAL APPOINTEE**
 - Gubernatorial appointee to a state agency; other than a Department Director
 - Full time employee
 - 160 square foot office *

3. **DIVISION ADMINISTRATOR**
 - Department Director appointed to administer a department division
 - Full time employee
 - 140 square foot office *
 - 80" systems furniture

4. **BUREAU CHIEF**
 - Division Administrator appointed to administer a division bureau
 - Full time employee
 - 100 square foot office *
 - 62" system furniture
 -

5. **SUPPORT PERSONNEL**
 - Professional / Technical department support personnel
 - Full time employee
 - Receives visitors in office area
 - 80 square foot office *
 -

6. **SUPPORT PERSONNEL**
 - Technical / Clerical department support personnel
 - Full time employee
 - 64 square foot office *
 - 62 " or lower systems furniture

7. **DATA ENTRY, FIELD SUPPORT OFFICE, ETC.**
 - Data entry support personnel OR,
 - Field office used by multiple field personnel working out of a central office OR,
 - Similar use by a full time employee
 - 25 square foot to 48 square foot office *
 - 62" or lower system furniture

8. **CONFERENCE ROOM SPACE**
 - 18x20 -20-25 people
 - 15x18 - 12-15 people

* Office square footages are approximate

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STATE LEASED/OWNED BUILDING ACCESS SURVEY FORM

Part I. Background Information:

Agency _____

Building Location _____

State Owned ___ Leased ___ Rented ___

Person(s) completing the survey _____

(phone) _____

Date Completed _____

Some questions may not apply. Please designate N/A in that instance. Attach additional sheets as needed for any explanations.

Part II. Parking:

a. How many handicapped parking spaces are available? ___ If these are in a parking lot, how many total parking spaces are available? ___ Are each identified with an upright sign? ___ Where is the designated parking in relationship to the primary entrance?

b. Are access aisles adjacent to the handicapped parking spaces? ___ How wide are the parking spaces? _____ How wide are the aisles? _____

c. Do handicapped parking spaces allow people to get in or out on a level surface? ___

d. Does the individual using the handicapped parking space have to navigate behind parked cars to gain entrance to the building? _____

Part III. Sidewalks:

a. How wide are the public sidewalks? _____ Are they level? _____ If not, do they slope away from the building, toward the building, or along the length of the walk?

b. Is there at least one sidewalk with no steps leading to the primary entrance? ___ Does the sidewalk connect to the handicapped parking area? ___ Is there a curb cut at the end of the sidewalk? ___ If so, how high is the curb? _____ and how long is the curb cut or sloped portion of the sidewalk? ___ Is the curb cut surface a different texture than the sidewalk? _____

c. Are walks of a continuing common surface and not interrupted by steps or abrupt changes in level? _____

d. Do walks have a level platform at the door which is at least 5 feet by 5 feet? _____ If not, what is the size of the level platform? _____ Does the door swing in or out? _____

Part III. Entrances/Exits:

- a. Is at least one primary entrance to the building on ground level or with a ramped approach? _____
How many floors/levels does this building have? _____ If more than one, is the entrance on the same level as access to the elevator? _____
- b. If more than one floor, can access be gained to all meeting rooms, offices, and common areas from the elevator? _____ At what height are the elevator controls? (top and bottom) _____
Are the buttons labeled with raised or indented letters? _____ What are the inside dimensions of the elevator? _____
- c. If a ramp is used, what is the height of the rise it serves? _____ What is the length of the ramp? _____ Is there a handrail on at least one side of the ramp? _____ Is this ramp of permanent construction? _____
- d. Is the primary entrance unlocked at all times? _____
- e. What is the width of the entrance door? _____ If double doors, what is the width of each door? _____ Are there doors in a series at the entrance? _____ If so, how far apart are the doors? _____ Which way do they swing? _____ Is the handle of a lever or loop type? _____
- f. Is the height of the threshold $\frac{1}{2}$ " or less? _____
- g. Does the primary entrance contain a revolving door or turnstile? _____ If so, is there a usable door at the same location? _____
- h. What pressure pull is required to open the primary entrance door? _____ (NOTE: an easy tool to measure this is a fishing scale)
- i. Is the symbol of accessibility used to designate barrier free entrance? _____

Part IV. Interior Circulation:

- a. Do all doors have a clear opening of at least 32" when open? _____ Do all doors operate with a single effort? _____ What pull/push weight is required to operate doors? _____ Do the doors have lever or loop type handles? _____
- b. Is the floor on the inside and outside of each doorway level for a distance of 5 feet from the door in the direction the door swings? _____ Does the flat surface extend 15" to 18" on each side of the door? _____
- c. Does any interior doorway have a threshold over $\frac{1}{2}$ "? _____
- d. If interior ramps are used, what is the height of the rise? _____ What is the length of the ramp? _____ Is a handrail installed on at least one side of the ramp? _____ Does the ramp have a non-slip surface? _____ What is the height of the handrail? _____ Do the handrails extend 1 foot beyond each end of the ramp? _____

e. What is the height of the phones? _____ If water fountains are provided, what is the height of the spout? _____

f. Are raised, recessed or Braille numbers/words provided on rooms? _____

g. Are there fire extinguishers, plants, other obstacles protruding from the wall that do not reach the floor? If so, how far do they protrude? _____

Part V. Restrooms:

a. Are there toilet rooms and/or stalls designed to be accessible? _____ Are there any steps or obstructions leading to the toilet rooms? _____ What is the clear opening width of the entrance door? _____ Are there doors in a series? _____ If so, how far apart are they? _____ If a 90-degree turn is required in the entrance, what is the corridor width? _____ What pressure pull is required to open the door(s)? _____

b. Is there at least one place in the toilet room that provides a full 5 foot diameter open floor space? _____ How wide is the area between the wall and the front of the stalls? _____ If stalls are provided, what are the dimensions of the largest compartment? _____ Does the door on the compartment swing out? _____ What is the open width of the door? _____ Are grab bars provided? _____ If so, at what height are they mounted? _____ How many grab bars are in the compartment? _____ Are they located on the side or behind the stool? _____ What is the diameter of the grab bar? _____ How far away from the wall is it located? _____

c. What is the height of the stool? _____ What is the height of the urinal? _____ Are there grab bars at the urinal? _____ What is the height of the towel or towel dispense? _____ What is the height of the soap dispenser? _____ What is the height of the lower edge of the mirror? _____ What is the measurement from the lower edge of the lavatory to the floor? _____ Are dispensers located at the side of or above the lavatory? _____

d. Do appropriate signs identify accessible toilet facilities? _____ Are the handles of the faucets single handle or "blade" type? _____ Are the drain and hot water pipes wrapped? _____

Part VI. Other:

a. Are switches and controls for light, heat, ventilation, window draperies, fire alarms and all similar controls of frequent or essential use within 54" of the floor? _____ and higher than 18" from the floor? _____

b. Are audible warning signals accompanied by simultaneous visual signals? _____

c. Are there low-hanging door closures that remain within the opening of a doorway or that protrude into regular corridors or traffic ways? _____ If so, at what height? _____

d. Are there low hanging signs, ceiling lights, fans, fixtures, or similar objects that protrude into regular corridors or traffic ways? _____ If so, at what height? _____

Handicapped Parking Space(s) and Sign(s)

Extracted from the American with Disabilities Act Accessibility Guidelines (ADAAG) and Chapter 321L of Iowa Code. See ADAAG and Chapter 321L for details.

ADAAG 4.6.2 Location.

Accessible Parking Spaces...shall be located on the shortest accessible route of travel...to an accessible entrance. In buildings with multiple accessible entrances...accessible parking spaces shall be dispersed and located to the closest accessible entrances.

ADAAG 4.6.3 Parking Spaces.

Accessible Parking Spaces...shall be at least 96 inches wide. Two accessible parking spaces may share a common access aisle (60 inches wide minimum).

ADAAG 4.1.2 (5) (b)

One in every eight accessible spaces, but not less than one, shall be served by an access aisle 96 inches wide minimum and shall be designated "VAN ACCESSIBLE" As required by ADAAG 4.6.4.

ADAAG 4.6.4 Signage.

Accessible Parking Spaces...shall be designated as reserved by a sign showing the symbol of accessibility. Such signs shall be located so they cannot be obscured by a vehicle parked in the space.

Chapter 321L.6. (2)

The handicapped parking sign shall be affixed vertically...readily visible.

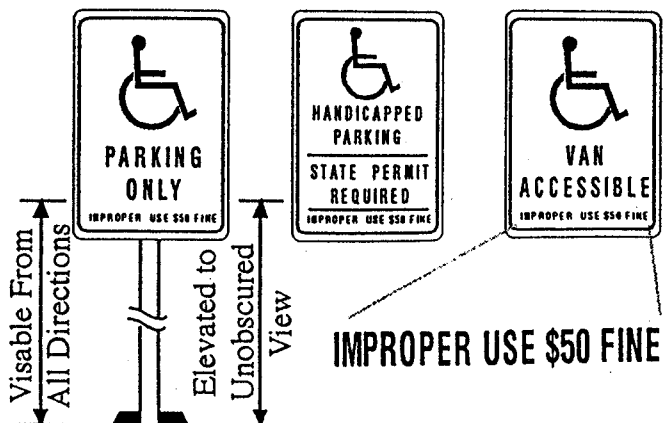
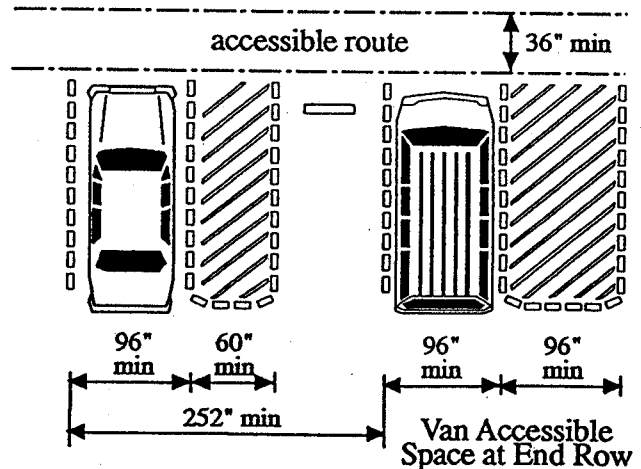
Chapter 321L.6. (3)

The handicapped parking sign shall include a sign stating that the fine for improperly using the handicapped space is fifty dollars.

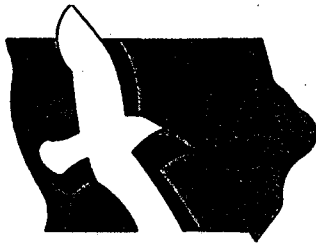
Chapter 321L.7

Failure to provide handicapped parking spaces as provided in section 321L.5 or to properly display handicapped parking signs as provided in section 321L.6 is a misdemeanor for which a fine of one hundred dollars shall be imposed for each violation.

Total Parking in Lot	Minimum Number of Accessible Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 percent of total
1001 and over	20 plus 1 for each 100 over 1000



For more information contact:
 Iowa Commission of Persons with Disabilities
 Department of Human Rights
 (515) 281-5969



Iowa Commission of Persons with Disabilities
Lucas State Office Building Des Moines, Iowa 50319
(515) 242-6172 V/TTY (888) 219-0471 V/TTY FAX (515) 242-6119

THOMAS J. VILSACK
GOVERNOR

SALLY J. PEDERSON
LIEUTENANT GOVERNOR

September 30, 1999

Barbara J. Bendon
State Property Leasing Officer
Department of General Services
Hoover State Office Building – Level A
FAX 242-5974

RE: 400 SW 8th Street


Dear Ms. Bendon:

At your request, on September 29, you and I conducted a final review of the property at 400 SW 8th Street in Des Moines. This letter is to indicate that the landlord has met the minimum State and Federal Accessibility Standards and the lease can be finalized. Everything appears to be in order for occupancy to go as scheduled with one exception.

Signage needs to be installed on the outside of the unisex restroom on both the north and south end of the building. Signage will comply with 4.30 of the ADA Accessibility Standards within the first week of occupancy.

Should you have any questions, please call me at 281-5969. Thank you.

Sincerely,


John H. TenPas
Consultant

ATTACHMENT E


State of Iowa
Executive Department

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF IOWA

Executive Order #46

Whereas, Executive Order Number Fifteen of April 2, 1973 sets forth the purpose and provisions for equal employment opportunity and affirmative action in state government and the special obligation the State of Iowa has to have its operations serve as a model for business, industry, labor and education; and

Whereas, it is, therefore, the policy of the State of Iowa to provide equal opportunity in state employment to all persons on the basis of merit and fitness to perform the work required and to prohibit discrimination because of race, creed, color, religion, natural origin, sex, age and physical and mental disability; and

Whereas, the State is committed to the maximum utilization of its human resources in all areas of its employment;

Now, Therefore, I, Robert D. Ray, Governor of the State of Iowa, by the power and authority vested in me by the Constitution and by the Laws of Iowa, do hereby proclaim that all agency heads, members of governing boards and commissions, and other public officers and employees are committed to improvement in affirmative action, and that the following initiatives will be taken to further affirmative action and equal employment opportunity in state government programs.

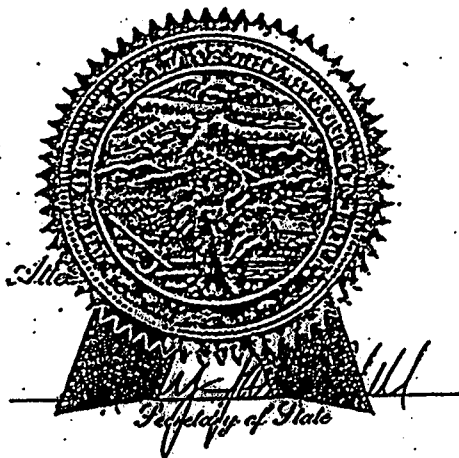
To that end, the following state agencies shall take on the responsibility of executing this Order:

1. The Iowa Civil Rights Commission, through the State Affirmative Action Administrator, shall coordinate the affirmative action efforts of all state agencies responsible to the Governor. This coordination shall include such activities as proposing uniform affirmative action planning standards in consultation with state agencies; monitoring personnel data necessary to maintain an ongoing assessment of affirmative action efforts in state government; and working with individual state agencies on corrective action plans. These efforts shall be implemented by administrative rules as necessary.
2. The Merit Employment Department shall coordinate the collection and analysis of personnel data and equal employment opportunity reporting. To that end, the Merit Employment Department shall annually conduct a study of the various pre-employment processes under its jurisdiction. The results of this study shall be made available to the State Affirmative Action Administrator and affected agencies.

The Merit Employment Department is further authorized to establish and convene a State Recruitment Coordinating Committee, consisting of personnel and affirmative action administrators from state agencies. Committee members shall be appointed by the Director of the Merit Employment Department with the concurrence of their agency head. The Committee will assist the Merit Employment Department in conducting the annual pre-employment processes study and with any necessary remedial recruitment action.

3. All state agencies shall make available affirmative action training for administrative and supervisory employees and employees working in a capacity related to personnel administration. The Iowa Management Training Board, in conjunction with the Iowa Merit Employment Department, shall provide formal courses to aid in meeting this requirement.
4. The Department of General Services, Department of Transportation, and other state agencies responsible to the Governor which assign personnel to buildings rented, leased or owned by the State, shall, for those buildings for which they are responsible, develop and have available a comprehensive plan and schedule to remedy remaining architectural barriers and bring state owned, leased and rented facilities into compliance with Section 504, of the Rehabilitation Act of 1973, Pub. L. 93-112, 87 Stat. 394 (29 U.S.C. 794) as amended by P.L. 93-516, 88 Stat. 1619 (29 USC 706). ~~These actions shall be done in cooperation with state agencies occupying such buildings and organizations representing the special interests of the handicapped.~~
5. Agencies not included under the executive authority of the Governor are encouraged to adopt these affirmative action measures and develop affirmative action plans based on uniform affirmative action planning standards promulgated as administrative rules by the Iowa Civil Rights Commission.

An Affirmative Action Task Force shall be appointed and convened by the Office of the Governor in June, 1983, and annually thereafter, to review progress in complying with this Order. The Task Force shall include representatives of the Iowa Civil Rights Commission, the Iowa Merit Employment Department, and other state agencies covered by this Order.



In Testimony Whereof, I have hereunto subscribed my name and caused the Great Seal of the State of Iowa to be affixed. Done at Des Moines this 21st day of December in the year of our Lord one thousand nine hundred eighty-two.


Governor

OFFICE OF THE GOVERNOR

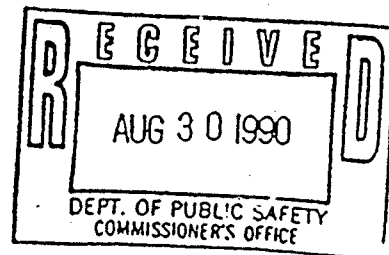
STATE CAPITOL
DES MOINES, IOWA 50319
515 281-5211

COPY R.C.



TERRY E. BRANSTAD
GOVERNOR

August 23, 1990



TO: All Department Directors

FROM: Terry E. Branstad
Governor

T.E.B.

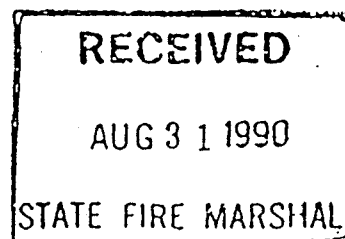
RE: Handicap Access for Leased Facilities

RECEIVED
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PROPERTY

As you are probably aware, the President recently signed the Americans with Disabilities Act (ADA) into law. The Congressional findings set forth in the ADA noted that, "discrimination against individuals with disabilities persists in . . . access to public services." Handicapped Accessibility respecting to new construction, has been the law in Iowa since 1975. In 1982, Governor Ray signed Executive Order number 46. That Executive Order contained a provision which directed all state agencies responsible for assigning personnel to buildings rented, leased or owned by the State to develop a plan to eliminate remaining architectural barriers.

Although progress has been made with state-owned property, it has recently been brought to my attention that some agencies may be occupying leased space which may not be accessible to persons with disabilities. This situation cannot continue. Iowa law mandates that all buildings used by the public comport with the handicap accessibility law. Although the General Services standard lease form unequivocally states that the landlord ensures the property meets state law requirements, there has been no uniform inspection of the premises for compliance. For these reasons, I must issue the following directive: †

All state agencies leasing space in the State of Iowa prior to entering into a lease agreement shall provide the Department of General Services with documentation that the building has been inspected and complies with the current State Building Code, Division 7, "Standards for Making Buildings Intended for Use by the General Public Accessible to and Functional for the Physically Handicapped." The leasing agency shall use the State of Iowa standard lease form provided by the Department of General Services. This form summarizes the handicapped accessibility requirements at section 9, (see copy attached).



The Department of General Services shall review all documentation provided by the agency to assure that the State law requirements have been met. General Services shall advise the Executive Council that these requirements are met in those instances where Executive Council approval is required before entering into a lease. Where prior Executive Council approval is not required, the Department of General Services shall advise the designated liaison to this office that these requirements have been met. If the documentation reveals that these requirements have not been met then the agency and the prospective landlord shall negotiate, as part of the lease agreement, a reasonable time when the necessary structural alterations will be made to comply with state law.

I would encourage the leasing agencies to seek assistance from the Division of Persons with Disabilities in the Department of Human Rights. Although the Division of Persons with Disabilities is a small segment of State Government, it is a valuable resource possessing the requisite expertise in this area. The effected agency, General Services Department, and the Division of Persons with Disabilities should join forces in carrying out this mandate. You may contact Don Westergard or John TenPas in the Division of Persons with Disabilities.

We must eliminate architectural barriers, especially in state government. The public sector should set an example, worthy of emulation, to the private sector. When we deny equal access to state facilities to persons with disabilities, we are denying them the right to participate in the mainstream of society. The result of this is to compromise the basic human dignity of persons whose only difference is a physical impairment. This situation must be addressed, and state government must take the lead in directing the private sector to become aware of the fact that when persons with disabilities increase their participation in society, society benefits tremendously. With the recent passage of the Americans with Disabilities Act, we are reminded of our responsibility to make our offices accessible to the public.

I am sure you will take the necessary steps to execute this directive. If after taking an inventory of your leased premises you determine that you are in compliance, you may want to consider if there are measures, not required by law, that would make the environment more receptive to persons with disabilities. Your prompt attention and cooperation is appreciated.

Attached is a state leased/owned building access survey form that needs to be completed prior to negotiating any lease for a facility. Please have an employee complete the form and return it to:
Division of Persons with Disabilities
Department of Human Rights
Lucas State Office Building
Des Moines, Iowa 50319

After they review the form, they will make suggestions for any structural alterations that need to be negotiated with the prospective landlord. Some of these alterations can be made in advance of occupancy while others may need to be included in the lease agreement.

In this manner, all state agencies will be able to meet the recent Governor's directive on documentation that the leased space has been inspected and complies with Standards for Making Buildings Intended for Use by the General Public Accessible to and Functional for the Physically Handicapped.

STATE OF IOWA
LEASE AGREEMENT

SECTION 1. PARTIES: THIS LEASE IS EXECUTED BY and between _____ **(name)** _____ (Landlord), whose address for the purpose of this Lease is _____ **(address)** _____, **(city)** _____, Iowa **(zip code)** _____, and _____ **(State agency)** _____ (Tenant), whose address for the purpose of this Lease is _____ **(address)** _____, **(city)** _____, Iowa **(zip code)** _____.

SECTION 2. LEASED PREMISES:

2.1 Landlord leases to Tenant the following described property: _____ Square Feet (Rentable Area or Leaseable Space) _____ **(description)** _____, _____ **(address)** _____, _____ **(city)** _____, Iowa (Leased Premises).

SECTION 3. TERM OF LEASE: It is understood and agreed that the Lease shall commence on _____ **(date)** _____, 19____ and shall end _____ **(date)** _____, 20____, both days inclusive.

SECTION 4. USE OF LEASED PREMISES: It is understood and agreed that Tenant contemplates using the Leased Premises for the purposes of general office use.

SECTION 5. ASSIGNMENT AND SUBLETTING: Tenant shall have the right, with written approval of Landlord, to assign or sublet the Leased Premises or any part thereof during the term of this Lease or renewal or extension thereof, such approval not to be unreasonably withheld.

SECTION 6. RENTAL: Tenant agrees to pay the following for the Leased Premises:

6.1 The per month rent is \$_____ (which is based on \$_____ per square foot per year), in arrears. The first rent payment is due on the _____ day of _____, 19____, and the same amount on or before the fifteenth (15th) day of each month thereafter during the term of this Lease. The last month's rent is due and payable on the fifteenth (15th) day of the month immediately following the last month of the Lease.

6.2 In the event this Lease does not commence on the first day of the month in which Tenant takes possession, the total rent payable shall be prorated from the date of possession to the end of the month in which Tenant takes possession.

SECTION 7. COVENANT OF QUIET ENJOYMENT: So long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Leased Premises and have unobstructed access to said premises at all times, Saturdays, Sundays and holidays included.

SECTION 8. LANDLORD'S DUTY OF CARE AND MAINTENANCE:

8.1. Landlord shall be responsible for providing the following:

8.1.1. Maintenance of the roof, structural parts of the floor, walls, windows, all interior and exterior components of the building, including but not limited to ceiling tiles and carpeting, and improvements both structural or otherwise and keeping other structural parts of the building in good repair;

8.1.2 Maintenance of the structural and surface area of the sidewalks, any and all access drives and parking lot in good repair;

8.1.3 Necessary repairs to the sewer lines and fixtures, the plumbing equipment, lines and fixtures, gas lines and fixtures, including but not limited to fire sprinkler and fire control systems, the water pipes, the ballasts for fluorescent lighting and electrical wiring;

8.1.4 Air conditioning, heating equipment and ventilating lines and fixtures; and the maintenance thereof;

8.1.5 Elevator equipment and the maintenance thereof;

8.1.6 Thermostatic control for the Leased Premises will be provided for the heating, ventilation and air conditioning systems used to heat and cool the Leased Premises.

8.1.7 Repair or removal of major landscape elements.

8.2. All repairs or replacements shall be made in a manner to minimize the inconvenience to Tenant and in a manner which maintains any and all security of the Leased Premises.

SECTION 9. TENANT'S DUTY OF CARE AND MAINTENANCE:

9.1 Tenant will not permit or allow Leased Premises to be damaged or depreciated in value, except for ordinary wear and tear, by any act or negligence of Tenant, its agents or employees. Tenant shall make no structural alterations or improvements without first obtaining the written approval of Landlord of the plans and specifications therefore, which approval shall not be unreasonably withheld.

9.2 Tenant will make no unlawful use of said premises and agrees to comply with all valid laws and regulations of the Board of Health, applicable City Ordinances, and of the State of Iowa and the Federal Government. This provision shall not be construed as creating any duty by Tenant to members of the general public.

SECTION 10. LANDLORD OBLIGATIONS: Landlord shall furnish the following items at its sole cost and expense:

10.1 Electric

10.2 Gas

10.3 Water

10.4 Janitorial services

10.5 Trash removal

10.6 Light bulbs

10.7 Snow removal

10.8 Timely payment of all real estate taxes or special assessments levied or assessed by lawful authority against the Leased Premises.

10.9 *(Add others if negotiated between State and Landlord.)*

SECTION 11. TENANT OBLIGATIONS:

11.1 *(Insert here – obligations negotiated between State and Landlord.)*

SECTION 12. COMPLIANCE WITH APPLICABLE LAWS: Landlord shall maintain the Leased Premises in compliance with all applicable State and Federal laws and regulations concerning access by the disabled. See Exhibit A, (Commission on Persons with Disabilities letter), attached hereto and incorporated herein by reference. In the event that Tenant is fined for violations of said laws and regulations or a judgment is entered against Tenant for failing to make a reasonable accommodation for areas within the responsibility of Landlord, Landlord agrees to indemnify and hold harmless Tenant, including reasonable attorney fees and costs and expenses. In addition, Landlord shall comply with all valid laws and regulations of the Board of Health, applicable City Ordinances and of the State of Iowa and the Federal Government.

It is agreed and understood that the structural parts of the Leased Premises and the Leased Premises are the sole responsibility of Landlord and Landlord shall comply with all OSHA and IOSHA

standards. In addition, Landlord understands and agrees to assume responsibility, under the terms of this Lease, to comply with all provisions of the Iowa State Building Code, Division Seven. All physical modifications necessary to meet compliance will be made at the expense of Landlord. In the event Tenant is fined for violation of any said standards for areas within the responsibility of Landlord under the terms of this Lease, Landlord agrees to indemnify and hold harmless Tenant.

SECTION 13. INSURANCE:

13.1 Landlord shall insure its interest in the Leased Premises and any personal property of Landlord in the Leased Premises against fire and other hazards. Landlord shall also maintain general public liability insurance covering personal injury and property damage caused by acts or omission in the common areas of the Leased Premises including the parking lots.

13.2 Landlord releases Tenant and the State of Iowa from all liability for damage due to any act or neglect of Tenant or the State which results in damage to property owned by Landlord which damage is or might be incident to or the result of a fire or any other casualty for which Landlord is reimbursed by insurance. Landlord shall provide Tenant with a certificate of insurance from its applicable insurance carrier(s) which indicates that the carrier(s) consents to this provision and the resulting waiver of the carrier's right of subrogation against Tenant and the State of Iowa.

13.3 Except for any losses, costs, damages, expenses, claims, demands and causes of action arising out of Tenant's duties of care and maintenance of the Leased Premises or any negligence of Tenant, its employees or agents, Landlord shall at all times indemnify, defend and hold Tenant harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management, or from any work or things whatsoever done in or about all portions of the Leased Premises and will further indemnify, defend and hold Tenant harmless against and from any and all claims arising during the Lease term from any condition of the Leased Premises, including, but not limited to any parking lots, street, curb or sidewalk which is a part of or adjoining the Leased Premises and/or any Common Area, or arising from any breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to be performed, pursuant to the terms of this Lease or arising from any act of negligence of Landlord, its agents, servants, employees or licensees and from and against all costs, attorney's fees, expenses and liabilities incurred in or about such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Tenant by reason of any of these claims, Landlord, upon

notice from Tenant, covenants to defend such action or proceeding by counsel reasonably satisfactory to Tenant.

13.4 Both parties recognize that the State of Iowa is self-insured and subject to the provisions of Iowa Code Chapter 669, Article VII, and Section 1, of the Constitution of The State of Iowa.

SECTION 14. LANDLORD'S RIGHT OF ACCESS: Landlord, accompanied by an authorized representative of Tenant, may enter the Leased Premises at any reasonable time for the purpose of inspecting the Leased Premises or for the servicing of any utilities. Landlord shall be responsible for and shall indemnify Tenant against any loss of or injury or damage to any of Tenant's improvements, or other personal property located on the Leased Premises arising out of any act, omission or negligence of Landlord, its employees, agents, invitees, or contractors in making any inspections of or repairs, additions or alterations to the Leased Premises.

SECTION 15. SIGNS: Tenant shall have the right and privilege of attaching, affixing, painting, or exhibiting signs on the Leased Premises, provided only:

15.1 That any and all signs shall comply with the ordinances of the city or municipality in which the property is located and the laws of the State of Iowa;

15.2 Such signs shall not change the structure of the Leased Premises;

15.3 Such signs, if and when taken down, shall not damage the Leased Premises; and

15.4 Such signs shall be subject to the written approval of Landlord, which approval shall not be unreasonably withheld.

SECTION 16. POSSESSION: Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the date on which this Lease terminates, except as herein otherwise expressly provided.

16.1 The leased premises shall be deemed ready for Tenant's occupancy when:

16.1.1 Landlord shall, at its cost and expense, complete the restoration and leasehold improvements subject to the terms, covenants and conditions set forth in this Lease.

16.1.2 A certificate of occupancy has been issued for the Leased Premises which permits the Leased Premises to be used for the purposes set forth in this Lease, without alterations, changes or additions;

16.1.3 Landlord can furnish and supply the Leased Premises with all services required to be furnished and supplied by Landlord pursuant to the provisions of this Lease; and

16.1.4 Landlord shall have given Tenant written notice that the above conditions have been met.

16.2 The term of this Lease shall commence on the first day that Tenant is entitled to possession of the premises, or on the ____th day of _____, 19__, whichever date is later. It is understood that the agreed time for the commencement of this Lease is an important prerequisite to the execution of this Lease. If commencement of the Lease term does not begin within the time specified in this Lease, the delay will disrupt the delivery of services by Tenant to the public. Since fixing the actual monetary value of damages sustained by Tenant because of any delay or termination under this section of the Lease may be impractical or extremely difficult, Landlord and Tenant agreed that Landlord shall pay Tenant as liquidated damages, and not as a penalty, an amount calculated as follows:

16.2.1 The sum of One Hundred Fifty Dollars (150.00) per day for each calendar day's delay in the commencement of the Lease up to the time possession is delivered by the Landlord. In the event that the actual losses, costs, damages and expenses which Tenant can determine exceed the sum of One Hundred Fifty Dollars (150.00) per day, Landlord shall be liable for and indemnify Tenant for Tenant's actual losses, costs, damages and expenses. Tenant shall not be liable to Landlord for the payment of rent or the payment of any other obligation to be paid by Tenant under this Lease until the improvements are completed and Tenant has had access to the Leased Premises with sufficient time to make its improvement, install its machinery, equipment, fixtures, and the like and the Leased Premises are ready for occupancy by Tenant. Any delay in the delivery of possession by Landlord to Tenant of the Leased Premises as may be provided for herein shall not serve to extend the term of this Lease; or;

16.2.2 In the event Landlord fails to deliver possession of the Leased Premises within sixty (60) days after the above stated date of possession, Tenant shall have the option of canceling this Lease. If Tenant cancels this Lease under this section, liquidated damages shall accrue at the rate of One Hundred Fifty Dollars (\$150.00) per day for each calendar day's delay in the commencement of the Lease from the date notice of cancellation is given to Landlord until the date Tenant obtains complete substituted performance and commences performance of the terms of a subsequent lease agreement which is entered into as a result of Landlord's breach. In the event that the actual losses, costs, damages and expenses which Tenant can determine exceed the sum of One Hundred Fifty Dollars (150.00) per day, Landlord shall be liable for and

indemnify Tenant for Tenant's actual losses, costs, damages and expenses. Tenant shall not be liable to Landlord for the payment of rent or the payment of any other obligation to be paid by Tenant under this Lease until the improvements are completed and Tenant has had access to the Leased Premises with sufficient time to make its improvement, install its machinery, equipment, fixtures, and the like and the Leased Premises are ready for occupancy by Tenant. Any delay in the delivery of possession by Landlord to Tenant of the Leased Premises as may be provided for herein shall not serve to extend the term of this Lease.

16.2.3 In the event that Landlord is unable to complete the improvements and allow Tenant access to the Leased Premises for the purposes of making Tenant's improvements and installing its machinery, equipment, fixtures, and the like, so as to make the Leased Premises ready for occupancy by Tenant on or before _____, 19__, Tenant may at its option terminate this Lease by giving notice in writing to Landlord, together with all of Tenant's obligations and liabilities hereunder. This Lease shall become null and void and the parties shall have no further obligation or liability to each other except that Landlord shall be liable to and indemnify Tenant against any losses, costs, damages, and expenses, ordinary and extraordinary, foreseen and unforeseen, of every nature kind and description, as the result of, arising out of, or related to Landlord's failure to deliver possession of the Leased Premises. In the event of any such default by Landlord, Tenant shall use reasonable efforts to mitigate any damages.

16.2.4 Nothing in this section shall prohibit a waiver of the liquidated damage provisions by Tenant in favor of Landlord if adequate consideration is given.

16.3 Landlord grants Tenant the first right of refusal to lease the Leased Premises should Landlord offer the Leased Premises for rent during the last year of the Lease term. Tenant shall have sixty (60) days after receiving written notice of intent to lease the Leased Premises within which to exercise this right.

SECTION 17. TENANT IMPROVEMENTS: Landlord shall improve the Leased Premises as follows:

17.1 Landlord shall, without cost to Tenant, prepare and furnish for Tenant's prior approval the drawings and specifications for all improvements set forth in **Exhibit "B"** which is attached hereto and made a part hereof. Landlord shall, without cost to Tenant, perform the construction or other items of work in the Leased Premises and furnish those quantities and qualities of materials specified on

Exhibit "B"

17.2 Tenant shall be allowed access to the Leased Premises to make such improvements it desires to make thereto and to install its machinery, equipment, fixtures and other personal property on the Leased Premises during the final stages of completion of construction and no later than 30 days prior to time for delivery of possession of the Leased Premises to Tenant provided the Tenant does not thereby interfere with the completion of construction of the improvements as a result of the installations.

17.3 Landlord shall make provision for the general contractor and subcontractors to allow Tenant reasonable opportunity for the introduction and storage of its materials and the execution of its work and Landlord shall insure that the general contractor and subcontractors properly connect and coordinate their work with Tenant so as to protect Tenant's improvements, equipment, machinery, fixtures, and the like, from damage so as to allow Tenant to complete the installation thereof on or before the time set for delivery of possession of the Leased Premises to Tenant.

SECTION 18. PARKING: *(Add a provision for number of reserved parking spaces, stalls, etc., if any. Specify additional costs, if any, whether stalls or parking spaces will be marked as Tenant's spaces to restrict others from parking in them, maintenance of parking spaces [snow and ice removal]. If no Tenant parking is to be provided by Landlord, so state.)*

SECTION 19. DAMAGE TO LEASED PREMISES:

In the event of partial or total destruction of or damage to the Leased Premises, which damage can be reasonably repaired, as determined by Landlord, within sixty (60) days of its occurrence, this Lease shall not terminate, but rent shall be apportioned in amounts equal to the percentage of the Leased Premises that is unusable during construction. The determination regarding the usable portion of the Leased Premises shall be within the sole discretion of Tenant. If the Leased Premises cannot be repaired within sixty (60) days, Tenant may terminate this Lease by providing Landlord with written notice of termination within fifteen (15) days after Landlord determines that the damage to the Leased Premises cannot be repaired.

SECTION 20. EMINENT DOMAIN:

20.1 In the event all or any portion of the Leased Premises is taken under eminent domain proceedings or purchased in lieu of condemnation, the Tenant may terminate this Lease as of the date

of possession by the condemning authority. The Tenant shall provide the Landlord with written notice of termination.

20.2 Landlord and Tenant shall each be entitled to a share of the compensation awarded or the purchase price received in lieu of condemnation which reflects their proportionate interests in the property. Tenant's share shall include, without limitation, compensation for loss of and diminution in the value of its leasehold and depreciation to and cost of removal of improvements and fixtures paid for by the Tenant.

SECTION 21. TERMINATION OF LEASE:

21.1 For Cause by Tenant. In the event Landlord fails to observe and perform any covenant, condition or obligation created by this Lease, Tenant shall provide written notice to Landlord requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice, Tenant may either:

21.1.1 Immediately terminate the Lease without additional written notice; or,

21.1.2 Enforce the terms and conditions of the Lease and seek any legal or equitable remedies.

In either event, Tenant may seek damages and payment of reasonable attorney fees and costs as a result of the breach or failure to comply with the terms of the Lease.

21.2 For Cause by Landlord. In the event Tenant fails to observe and perform any covenant, condition or obligation created by this Lease, Landlord shall provide written notice to Tenant requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice, Landlord may either :

21.2.1 Immediately cancel or forfeit this Lease without additional written notice; or,

21.2.2 Enforce the terms and conditions of the Lease and seek any legal or equitable remedies.

In either event, Landlord may seek damages and payment of reasonable attorney fees and costs as a result of the breach or failure to comply with the terms of the Lease.

21.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding any other provision of this Agreement to the contrary and subject to the limitations, conditions and procedures set forth

below, Tenant may terminate this Agreement without penalty by giving sixty (60) days written notice to Landlord in the event of any of the following contingencies:

21.3.1. If there is a reduction, at any time, of 10% or more of the funds anticipated for the continued fulfillment of this Lease either through the failure of the General Assembly, the Governor, the United States Congress or the President to appropriate funds; or,

21.3.2. If there is a discontinuance or material alteration of the program for which funds were provided.

In the event that an appropriation to cover the cost of this Agreement becomes available within sixty (60) days subsequent to termination under this clause, the Tenant agrees to re-enter an Agreement with the terminated Landlord under the same provisions, terms and conditions as the original lease.

21.4 Remedy for Non-Appropriation Termination. In the event of termination of the Agreement due to non-appropriation, the exclusive, sole and complete remedy of the Landlord shall be to recover and possess the property subject to this Agreement. In the event of termination of this lease due to non-appropriation, Tenant shall have no further liability.

21.5 Reduction in Space Requirements due to Funding Changes. Notwithstanding any other provision of this Agreement to the contrary and subject to the limitations, conditions and procedures set forth below, Tenant may amend this Lease without penalty by giving sixty (60) days written notice to Landlord in the event Tenant's funding is reduced and Tenant reasonably finds that it must reduce the amount of space leased by Tenant from Landlord. Tenant and Landlord will thereafter promptly meet to agree upon the location and configuration of the space to be withdrawn from the Rentable Area. Tenant acknowledges that the withdrawn space must be readily accessible for occupancy by a new tenant and that a new tenant must have reasonable access to the restroom facilities. Both Tenant and Landlord agree that a good faith effort will be made to effect modifications to this Lease that will permit the continued occupancy by Tenant under terms acceptable to both parties.

21.6 Increase in Space Requirements due to Staffing Changes. If Tenant's space needs increase due to staffing changes and Tenant determines that it must increase the size of its leased space in order to carry out its business, Tenant may notify Landlord, in writing, of its desire to lease additional space. If Landlord is able to provide sufficient, acceptable space contiguous with the Leased Premises, this Lease may be amended to provide for leasing this additional space at the same per square foot cost and on the same terms and conditions as this Lease. If Landlord is unable to accommodate this request within sixty (60) days of receiving the written notice, Tenant may terminate this lease, without penalty, on a date to be specified by Tenant. Both Tenant and Landlord agree that

a good faith effort will be made to effect modifications to this Lease that will permit the continued occupancy by Tenant under terms acceptable to both parties.

SECTION 22. HAZARDOUS WASTE:

22.1 Definitions. For the purposes of interpreting this Lease, the following definitions are applicable unless context requires a different meaning:

22.1.1 Environmental Law shall mean any federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment.

22.1.2 Hazardous Substances shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any Environmental Law.

22.2 Tenant's Duties. Tenant hereby agrees that:

22.2.1 Limitation of Activity. No activity will be conducted on the Leased Premises that will produce or make use of any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities (Permitted Activities) provided said Permitted Activities are conducted in accordance with all Environmental Laws. Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency.

22.2.2 Limitation of Storage. The Leased Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (Permitted Materials) provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws. Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency.

22.2.3 No portion of the Leased Premises will be used as a landfill or a dump.

22.2.4 Tenant will not permit any Hazardous Substances to be brought onto the Leased Premises, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws.

22.3 Inspections by Landlord. Landlord or Landlord's representative, accompanied by the Tenant or its representative, shall have the right but not the obligation to enter the Leased Premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all

Environmental Laws. Should it be determined, in Landlord's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within 24 hours, Landlord shall have the right to perform such work and Tenant shall promptly reimburse Landlord for any and all costs associated with said work.

22.4 Clean up Costs. If at any time during or after the term of the Lease Term, the Leased Premises are found to be so contaminated or subject to said conditions, due to contamination caused by Tenant, Tenant shall diligently institute proper and thorough cleanup procedures at Tenant's sole cost.

22.5 Notification Regarding Environmental Law Issues. During the Lease Term, each party hereto shall promptly provide the other party with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, complaints, investigations, judgments, letters, notice of environmental liens, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, The State of Iowa Environmental Protection Agency or other federal, state or local agency or authority, or any other entity or individual, concerning:

22.5.1 Any Hazardous Substance and the Leased Premises;

22.5.2 The imposition of any lien on the Leased Premises; or

22.5.3 Any alleged violation of or responsibility under any Environmental Law.

22.6 Limitation of Liability. Nothing herein contained shall obligate Tenant to pay for any charges, taxes, assessments, penalties, fines, clean up, or any charge or cost incident to Hazardous Substances or clean up thereof, unless caused or created by Tenant; and should Hazardous Substances or products be found, on or under the Leased Premises, Landlord shall pay all charges, taxes, assessments, penalties, fines, or any charge or cost incident to the Hazardous Substances, holding Tenant harmless from and against the same and Landlord does hereby agree to indemnify Tenant from and against any and all liability of any kind or type, arising therefrom. Provided however, nothing contained herein shall be construed to create any duty on the part of the Landlord to the general public, any governmental or other regulatory authority, or other parties without privity of contract with respect to this Lease.

SECTION 23. MISCELLANEOUS:

23.1 Amendments. This Lease may be amended in writing from time to time by mutual consent of the parties. All amendments to this Lease must be fully executed by both parties.

23.2 Third Party Beneficiaries. There are no third party beneficiaries to this Lease. This Lease is intended only to benefit Tenant and Landlord.

23.3 Choice of Law and Forum. The terms and provisions of this Lease shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Lease shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum.

23.4 Assignment and Delegation. This Lease may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.

23.5 Integration. This Lease represents the entire Lease between the parties and neither party is relying on any representation which may have been made which is not included in this Lease.

23.6 Headings or Captions. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

23.7 Not a Joint Venture. Nothing in this Lease shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto.

23.8 Obligations Beyond Agreement Term. This Lease shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Lease. All obligations of Tenant and Landlord incurred or existing under this Lease as of the date of expiration, termination or cancellation will survive the termination or conclusion of this Lease.

23.9 Use of Third Parties. Tenant acknowledges that Landlord may contract with third parties for the performance of any of Landlord's obligations under this Lease provided that Landlord remains responsible for such performance. Upon request by Tenant, Landlord shall periodically provide a list of all third party providers it uses for the substantial performance of any of Landlord's obligations under this Lease.

23.10 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of Tenant and Landlord, failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Lease shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

23.11 Approvals. Whenever under this Lease, provision is made for either party to obtain the written consent or approval of the other party, such response shall not be unreasonably withheld or delayed.

23.12 Severability. If any provision of this Lease is held to be invalid or unenforceable the remainder shall be valid and enforceable.

23.13 Notices. Notices under this Lease shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Lease shall be the date of delivery of such notice with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to Landlord: (Insert name and address)

If to Tenant: (Insert name and address)

Any notice or communication sent by U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

23.14 Cumulative Rights. The various rights, powers, options, elections and remedies of either party, provided in this Lease shall be construed as cumulative and no one of them is exclusive of the other or exclusive of any rights, remedies or priorities allowed either party by law, and shall no way affect or impair the right to either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied or unsatisfied.

23.15 Time is of the Essence. Time is of the essence with respect to the performance of all terms, conditions and covenants of this Lease.

SECTION 24. EXHIBITS:

24.1 Iowa Commission of Persons With Disabilities letter dated _____ 19___. (Exhibit A)

24.2 Improvement Schedule (Exhibit B) *(If any)*

24.3 *(Insert here any other applicable exhibits to be attached and incorporated herein by reference.)*

(Remainder of this page intentionally left blank)

SECTION 25. DOCUMENT EXECUTION:

This Lease may be executed in multiple originals, which, when taken together form a complete Lease, and each party to the Lease shall possess one of the fully executed Leases. This Lease Agreement shall not become effective unless and until it is approved by the Executive Council of the State of Iowa, pursuant to Iowa Code Chapters 7D and 18.

SECTION 26. SIGNATURES:

LANDLORD:

By: _____

Date: _____

Printed name: _____

Title: _____

TENANT:

State of Iowa

By: _____

Date: _____

Printed name: _____

Title: _____

EXECUTED COPY WITH ATTACHMENTS TO:

Property Leasing Manager
Iowa Department of General Services
A Level, Hoover State Office Building
Des Moines, IA 50319-0102

LEASE PROCESS FOR EXECUTIVE AGENCY OFFICES IN THE CITY OF DES MOINES

