



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: May 15, 2018

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

De La Warr Investment Corporation, a Delaware corporation

***Project Title/Description:**

Revenue Contract, Lease Amendment Five (5).

***Purpose:**

Renewal of lease for two (2) years, with option to renew for one (1) additional year.

***Procurement Method:**

Exempt per Section 11.04.020.

***Program Goals/Predicted Outcomes:**

Generation of revenue for County by keeping suite occupied by private tenant.

***Public Benefit:**

Receipt of approximately \$55,220 rent revenue for the two (2) year renewal; \$83,382.20 if 3rd year option is exercised.

***Metrics Available to Measure Performance:**

Full and timely payment of rent during the lease period.

***Retroactive:**

No.

Procure Dept 05/01/18 PM04:41

*To: COB. 5.2.18
pgs. - 4
(2)*

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* _____ Revenue Amount: \$ _____

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

***Is the Contract to a vendor or subrecipient?**

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: CTN Department Code: FM Contract Number (i.e., 15-123): CMS 139839

Amendment No.: Five (5) AMS Version No.: 5

Effective Date: 6-01-2018 New Termination Date: 5-31-2020

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ 55,220.00

Is there revenue included? Yes No If Yes \$ 55,220.00

***Funding Source(s) required:** Tenant.

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

***All Funding Source(s) required:**

***Match funding from General Fund?** Yes No If Yes \$ _____ % _____

***Match funding from other sources?** Yes No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Nina Armstrong

Department: Facilities Management Telephone: 724-2725

Department Director Signature/Date: [Signature] 4/30/18

Deputy County Administrator Signature/Date: [Signature] 4-30-18

County Administrator Signature/Date: [Signature] 5/1/18

(Required for Board Agenda/Addendum Items)

**PIMA COUNTY
FACILITIES MANAGEMENT DEPARTMENT**

REVENUE CONTRACT

LANDLORD: PIMA COUNTY

TENANT: DE LA WARR INVESTMENT CORPORATION

PROPERTY: 33 N. Stone, #850, Tucson, AZ

LEASE NO.: CTN-FM-CMS 139839

CONTRACT

**NO. CTN-FM-CMS 139839
AMENDMENT NO. 05**

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

ORIGINAL LEASE TERM: 06/01/03 – 05/31/06

TERMINATION DATE PRIOR AMENDMENT: 5/31/18

TERMINATION THIS AMENDMENT: 5/31/20

ORIG. LEASE AMOUNT: \$ 60,235.44

PRIOR AMENDMENTS: \$ 305,106.91

AMOUNT THIS AMENDMENT: \$ 55,220.00

REVISED LEASE AMOUNT: \$ 420,652.35

LEASE AMENDMENT FIVE (5)

1. **DEFINED TERMS.** For purposes of this Amendment, the following terms have the meanings set forth below:
 - 1.1. Landlord. Pima County, a political subdivision of the State of Arizona.
 - 1.2. Tenant. De La Warr Investment Corporation, a Delaware corporation.
 - 1.3. Leased Premises. Suite 850 in Landlord's building located at 33 North Stone Ave., Tucson, Arizona 85701, commonly known as the Bank of America Building, consisting of approximately 1,255 rentable square feet.
 - 1.4. Lease. The Lease for the Leased Premises naming Tenant as tenant, dated April 21, 2003 and all amendments thereto.
 - 1.5. Effective Date: June 1, 2018.

2. **EXTENSION OF LEASE.** Under the Lease, as previously amended, Tenant has the right to extend the term of the Lease for up to 3 years.
 - 2.1. Extension of Lease. Landlord and Tenant hereby agree to extend the Lease for an additional two (2) year period (the "Extension Period"), which will begin on June 1, 2018 and terminate on May 31, 2020.

2.2. Option to Extend. Provided Tenant is not in default Tenant may further extend the Lease for the third (3rd) year (the "Option Period") which, if exercised, will begin on June 1, 2020 and terminate on May 31, 2021. Tenant must give Landlord written notice of Tenant's election to so extend the Lease before March 1, 2020.

3. Basic Rent Schedule. The Basic Rent during the Extension and Option Periods is:

Lease Year	Gross Sq Ft	\$/SF/Yr	Rent Increase/Yr	Monthly Rent	Annual Rent
6/1/18 - 5/31/19	1255	\$22.00	0.00%	\$2,300.83	\$27,610.00
6/1/19 - 5/31/20	1255	\$22.00	0.00%	\$2,300.83	\$27,610.00
Sub-total for 6/1/18 - 5/31/20 =					\$55,220.00
Option Period: 6/1/20 - 5/31/21	1255	\$22.44	2.00%	\$2,346.85	\$28,162.20
Total for 6/1/18 - 5/31/21 =					\$83,382.20

4. Right to Terminate. Paragraph 2.5 of Amendment 4 is hereby deleted in its entirety and replaced with the following:

Provided all the following minimum conditions are met, Tenant may terminate this Lease if it moves to a property wholly owned by Tenant, its Principal Officer(s), or an affiliate company substantially owned by Tenant or that substantially owns Tenant, or if Geoffrey P. Shepard, President and Director of Tenant, retires and Tenant closes its business(es).

4.1. This right to terminate is personal to Tenant and will be void if Tenant subleases, assigns, or transfers all or any part of the Lease.

4.2. Early termination will apply to the entire Leased Premises.

4.3. Tenant must not be in default, whether or not declared, at the time of exercising this termination right or on the effective termination date.

4.4. Early Termination if Relocating: Tenant will provide Landlord written notice of its intent to terminate the Lease, based on relocation, at least three (3) months before the effective termination date. The effective termination date may not be before September 1, 2019.


4.5. Early Termination if Retiring: Tenant will provide Landlord written notice of its intent to terminate the Lease, based on Mr. Shepard's retirement, at least six (6) months before the effective termination date. The effective termination date may not be before December 1, 2019.

5. **REMAINING LEASE TERMS UNCHANGED.** Except as modified by this Lease Amendment Five (5), all terms and conditions of the Lease remain in full force and effect.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day, month and year written below.

TENANT: De La Warr Investment Corporation, a Delaware Corporation:



Geoffrey P. Shepard
President and Director

30 APRIL 2018
Date

LANDLORD: Pima County, a political subdivision of the State of Arizona:

Richard Elías
Chairman, Board of Supervisors

Date

ATTEST:

Julie Castañeda
Clerk of the Board

Date

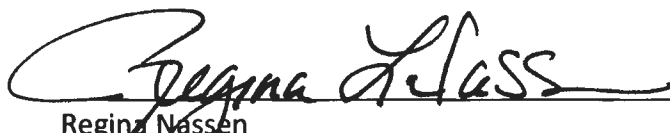
APPROVED AS TO CONTENT:



Lisa Josker
Director, Facilities Management

4/30/18
Date

APPROVED AS TO FORM:



Regina Nassen
Deputy County Attorney

4/27/2018
Date



CERTIFICATE OF LIABILITY INSURANCE

AZAUT-3

OP ID: EN

DATE (MM/DD/YYYY)
12/05/17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE MAHONEY GROUP - TUCSON 6330 N. La Cholla Blvd Tucson, AZ 85741-5616 SBU House Account	Phone: 520-795-8511 Fax: 520-795-8542	CONTACT NAME _____ PHONE (A/C, H/L, EXT) _____ FAX (A/G, N/L) _____ EMAIL ADDRESS _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Auto-Owners Insurance Company</td> <td>18968</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Auto-Owners Insurance Company	18968	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Arizona Autoparks Attn: Geoffrey Shepard 33 N. Stone Ave, Ste 850 Tucson, AZ 85701															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. LITE	TYPE OF INSURANCE	ADDL. INSR. NO.	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	46258888	01/01/18	01/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> UNOWNED AUTOS		4425888608	01/01/18	01/01/19	COMBINED SINGLE LIMIT (Ea occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$ 10,000		4425888601	01/01/18	01/01/19	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS _____ OTHER _____ E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The certificate holder is an additional insured as lessor and property manager, but only if required by written contract between the insured and the certificate holder.

CERTIFICATE HOLDER PIMAC-1 Pima County Facilities Management Attn: Roberta Shapiro 150 W. Congress 3rd Floor Tucson, AZ 85701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Robert Shapiro</i>
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ACORD 28 (2010/05)

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