



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

Requested Board Meeting Date: October 18, 2016

or Procurement Director Award

**Contractor/Vendor Name (DBA):** Redyns Development L.L.C. ("Landlord")

**Project Title/Description:**  
Second Amendment to Lease

**Purpose:**

This Second Amendment to Lease extends the term for an additional seven (7) years with no increase in the base rent payment during the extended term.

**Procurement Method:**

D 29.4.XI.H "Other Non-Procurement Method"

**Program Goals/Predicted Outcomes:**

This location provides supervision services to adult probationers residing and working on the east side in a cost effective manner including: reduction in travel for both officers and probationers resulting in less time required for probationers to attend mandatory appointments and facilitates officer's community contacts; greater access for probationers to learn education; job assistance to effect probationer's re-introduction as well as working towards reducing recidivism.

**Public Benefit:**

The extension of this Lease will allow Adult Probation employees in this eastern location to provide supervision and probation services to their clients. Career development workshops and drug testing are also given at this office.

**Metrics Available to Measure Performance:**

Continuation of full service Lease which includes Landlord's maintenance and replacement of building systems, maintain and clean parking lot, driveways and walkways of the building premises, landscaping, repairs and upgrades and other performances as outlined in this Lease Amendment.

**Retroactive:**

Yes. Pima County budgetary decisions, lease negotiations and approvals took longer than anticipated to complete.

*To: CoB - 10-5.14 (1)  
ygs. - 4*

Procure Dept 10/05/16 PM 10:27

**Original 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): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No  Not Applicable to Grant Awards

Were insurance or indemnity clauses modified?  Yes  No  Not Applicable to Grant Awards

Vendor is using a Social Security Number?  Yes  No  Not Applicable to Grant Awards

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

**Amendment Information**

Document Type: CT Department Code: FM Contract Number (i.e., 15-123): 17-133

Amendment No.: Two (2) AMS Version No.: One (1)

Effective Date: September 1, 2016 New Termination Date: August 31, 2023

Expense  Revenue  Increase  Decrease Amount This Amendment: \$ \$1,912,556.24

Funding Source(s): General Fund

Cost to Pima County General Fund: \$1,912,556.24

Contact: Melissa Loeschen

Department: Facilities Management Telephone: 520-724-8230

Department Director Signature/Date: [Signature] 10/4/16

Deputy County Administrator Signature/Date: [Signature] 10-4-16

County Administrator Signature/Date: [Signature] 10/5/16  
*(Required for Board Agenda/Addendum Items)*

<b>PIMA COUNTY DEPARTMENT OF: FACILITIES MANAGEMENT</b>	<div style="border: 2px solid red; padding: 5px; text-align: center;"> <b>CONTRACT</b>  NO. <u>CT-FM-17-133</u>  <b>AMENDMENT NO.</b> <u>02</u>  This number must appear on all  invoices, correspondence and  documents pertaining to this  contract. </div>
<b>LEASE: Redyns Development L.L.C., an Arizona limited liability corporation</b>	
<b>TENANT: Pima County, a political subdivision of the State of Arizona</b>	
<b>CONTRACT.: CT-FM-17-133-02</b>	
<b>LEASE AMENDMENT NO.: Two (#2)</b>	

<b>ORIGINAL LEASE TERM:</b>	09/01/2002 – 08/31/09	<b>ORIG. LEASE AMOUNT:</b>	\$1,371,600.29
<b>TERMINATION DATE PRIOR AMENDMENT:</b>	8/31/16	<b>PRIOR AMENDMENTS:</b>	\$1,340,528.03
<b>TERMINATION THIS AMENDMENT:</b>	08/31/23	<b>AMENDMENT AMOUNT:</b>	\$1,912,556.24
		<b>REVISED LEASE AMOUNT:</b>	\$4,624,684.56

**SECOND AMENDMENT TO LEASE  
8180 East Broadway Blvd. Tucson, AZ**

1. **DEFINED TERMS.** For purposes of this Amendment, the following terms have the meanings set forth below:

- 1.1. Landlord: Redyns Development L.L.C. an Arizona limited liability company (hereinafter referred to as "Landlord").
- 1.2. Tenant: Pima County, a political subdivision of the State of Arizona, Arizona Superior Court, Probation Division (hereinafter referred to as "Tenant").
- 1.3. Leased Premises: The building located at 8180 East Broadway Blvd., Tucson, Arizona, and consisting of approximately 12,631 rentable square feet.
- 1.4. Lease: The Lease for the Leased Premises naming Tenant as tenant, dated 07/30/2002, and the subsequent First Amendment that was effective September 1, 2009.

2. **MODIFICATION OF LEASE.** Landlord and Tenant hereby agree to modify the terms of the Lease as follows:

- 2.1. Extension. This Second Amendment to Lease, extends the term for an additional seven (7) years from September 1, 2016 to August 31, 2023 (the "Extension Period").
- 2.2. Base Year. The base year will be \$48,630.00.
- 2.3. Base Rent. The Base Rent for the Extension Period will be Sixteen Thousand Eight Hundred Fifty-One Dollars and eighty-six cents (\$16,851.86) per month or Two Hundred

Two Thousand Two Hundred and Twenty-Two Dollars and thirty-two cents (\$202,222.32) annually.

2.4. Option to Extend: Provided Tenant is not in default, Landlord grants to Tenant one (1) option to extend the Lease for an additional seven (7) year period (the "Option Period"), which will be exercised by giving Landlord written notice of Tenant's election to extend the Lease Term prior to May 1, 2023.

2.5. Tenant Improvements. Landlord, at Landlord's sole cost and expense will perform all the work as set forth in the attached "Exhibit A". Such work will be completed by December 1, 2016, and will be coordinated with Tenant in order to cause as little disruption to Tenant's business operations as reasonably possible.

2.6. Cancellation. Tenant cannot cancel this Lease for any reason during the Extended Term.

2.7. Light Bulb & Ballast Replacement. Landlord will at its expense, replace any 8' interior light bulbs and all interior ballasts during the Extended Term. Tenant will replace all 4' interior light bulbs and all exterior light bulbs and fixtures.

2.8. Motorized Parking Gate. Tenant is responsible for the maintenance, repair and replacement of the motorized gate to the employee parking area.

2.9. Notice. Any notice required or permitted to be given under this Lease will be in writing and will be served by personal delivery, United States mail service, electronic transmission, or by fax, upon the other party. Notice will be addressed and mailed as follows:

**LANDLORD:**

Redyns Development, L.L.C  
Harold Snyder  
1933 E. Sahuaro Blossom Place  
Tucson AZ 85718-7882  
Phone: 520.299.4102  
Fax: 520.742.6752

**TENANT:**

Pima County Facilities Management Department  
150 West Congress Street, 3<sup>rd</sup> Floor  
Tucson, AZ 85701-1317  
Phone: 520.724.3703  
Fax: 520.724.3900

3. **REMAINING LEASE TERMS UNCHANGED.** Except as modified in this Amendment, all of the terms and conditions of the Lease will 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:**

PIMA COUNTY, a political subdivision of the State of Arizona

**LANDLORD:**

REDYNS Development, L.L.C., an Arizona limited liability corporation

\_\_\_\_\_  
Chair, Board of Supervisors

Date \_\_\_\_\_

*Harold B Snyder*  
\_\_\_\_\_  
Harold B. Snyder, Manager

Date 9-12-16

**ATTEST:**

\_\_\_\_\_  
Robin Brigode, Clerk of Board

Date \_\_\_\_\_

**APPROVED AS TO CONTENT:**

*[Signature]*  
\_\_\_\_\_  
Lisa Josker, Director, Facilities Management

Date 10/4/16

*[Signature]*  
\_\_\_\_\_  
Hon. Kyle Bryson, Presiding Judge of the Superior Court

Date 9/1/2016

**APPROVED AS TO FORM:**

*[Signature]*  
\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney

Date 9/2/16

## EXHIBIT A TENANT IMPROVEMENTS

Landlord will provide the following improvements, at Landlord's sole cost and expense (including the cost of moving furniture as necessary, but not any costs associated with disconnecting or re-connecting data and phone lines):

- 1) A concrete sidewalk built, instead of stepping stones, outside of the conference room door (faces Broadway), ending at the parking lot curb. This new "L" shaped sidewalk will join the two existing concrete slabs outside of the Education Services and Conference rooms.
- 2) The foundation in the west hallway and Education Services room will be repaired.
- 3) Install new carpet in the Education Services room, the three rooms at the east end of the Education Services room and the west hallway, after the concrete is leveled.
- 4) The foundation under the vinyl tile will be repaired. Tenant's office staff will schedule the work and give input on the color of the new linoleum tile to be installed which will replace the existing vinyl tile.
- 5) Install a new high power flush toilet in the main lobby public restroom.
- 6) Install a plastic cover over the drain pipe under the main lobby restroom sink.
- 7) Retouch paint throughout the building, mainly in the hallways.
- 8) The hallways, front lobby and doors to the two employee restrooms will be painted to match the existing color. If there is extra paint and is necessary, some offices to be identified by the Tenant's office staff will be painted.
- 9) Repair, caulk or replace the backsplash behind the break room sink.
- 10) Install a new tile backsplash behind the break room sink.
- 11) Install a new water line to a new refrigerator with an ice maker in the break room.
- 12) Replace bent or damaged mini blinds. Tenant's office staff will identify the blinds that need replaced.
- 13) Install privacy slats in the employee parking lot chain link fence