



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: Dec. 15, 2015

or Procurement Director Award []

Contractor/Vendor Name (DBA): TUCSON UNIFIED SCHOOL DISTRICT

Project Title/Description:

Renew real estate lease for Southwest Library at 6855 So. Mark Rd., Tucson.

Purpose:

Exercise contract option #3 of 6 to renew building lease for an additional four (4) years and eleven (11) months.

Procurement Method:

Exempt.

Program Goals/Predicted Outcomes:

Continue providing the southwest Tucson area with library services, reading programs and related special events.

Public Benefit:

Children and adults will continue to have convenient access to books and other materials, which promotes and facilitates increased knowledge and education within the community.

Metrics Available to Measure Performance:

Retroactive:

Yes. Until 10/30/15, TUSD was refusing to honor the Library's unilateral contract right to extend the lease.

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: \$0.00

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: LIB Contract Number (i.e., 15-123): 12* 0871

Amendment No.: Three (3) AMS Version No.: 24

Effective Date: Aug. 1, 2015 New Termination Date: June 30, 2020

[X] Expense [] Revenue [X] Increase [] Decrease Amount This Amendment: \$ 137,348.36

Funding Source(s): Library District.

Cost to Pima County General Fund: 0.00

To COB: 12/7/15
Addendum

6pgs (4)

DEC 07 15 09:55 PLOKOR

Contact: Robin Samitz

Department: Library

Telephone: 594-5604

Department Director Signature/Date: Melinda Cavanaugh

Deputy County Administrator Signature/Date:

County Administrator Signature/Date:
(Required for Board Agenda/Addendum Items)

C. D. Schubert 12/4/15

2. BASE RENT SCHEDULE.

AMENDMENT 3	Start	End	RENT/MO.	RENT/YR
Year 1	Aug. 1, 2015	July 31, 2016	\$ 998.40	\$ 11,980.76
Year 2	Aug. 1, 2016	July 31, 2017	\$ 1,018.36	\$ 12,220.38
Year 3	Aug. 1, 2017	July 31, 2018	\$ 1,038.73	\$ 12,464.78
Year 4	Aug. 1, 2018	July 31, 2019	\$ 1,059.51	\$ 12,714.08
Year 5 (11 months)	Aug. 1, 2019	June 30, 2020	\$ 1,080.70	\$ 12,968.36
TOTAL, AMEND. 3 BASE RENT				\$ 62,348.36
MAX. ADDTL RENT for Cafeteria use; NTE \$1250/month or \$15,000/year	Aug 1, 2015	July 31, 2020	Based on Use	\$ 75,000.00
MAX. TOTAL, AMEND. 3				\$ 137,348.36

3. PERIODIC RENTAL OF ADDITIONAL SPACE. Landlord agrees to allow Tenant to continue utilizing the cafeteria located on the first floor of the Building for special reading programs, movie days and special events (hereinafter called "Programs"). Tenant will schedule its use of the cafeteria in advance. Landlord will provide employees to open the cafeteria, turn the alarm, air conditioning, and other building systems on and off, and lock the cafeteria upon the completion of each Program.

4. ADDITIONAL RENTAL PAYMENTS. Tenant will pay Landlord the actual costs associated with the Programs and use of cafeteria; actual costs will not exceed fifteen thousand dollars (\$15,000) per year. Actual costs consist of, but are not limited to, the costs of utilities, use of Landlord's staff, and use of Landlord's equipment. Tenant has the right to inspect the Landlord's records related to such costs, including invoices from utility companies and Landlord's employees' timesheets, in order to verify the accuracy of these charges. The total costs for each Program will be individually billed to the Tenant and that statement will be paid within thirty (30) days after receipt of Landlord's invoice. All scheduling and billing for the Program will be through TUCSON UNIFIED SCHOOL DISTRICT's Rentals Office as a Community Program using elementary school rates.

5. NOT-TO-EXCEED. The Not-To-Exceed amount of the Lease (an internal Tenant tracking figure) will now be set at \$282,390.53, which includes the maximum allowable additional rent payments for use of the cafeteria through June 30, 2020.

6. APPLICABLE LAW. Article XXVI of the Original Lease is hereby modified as follows:

The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, and Pima County Board of Supervisors' policies, including Policy Number C. 3.18 entitled "Tobacco-Free Environment" (attached hereto as Exhibit "A"), without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in a court of

the State of Arizona in Pima County. Any changes in the governing laws, rules and regulations during the term of this Agreement shall apply but do not require an amendment.

7. NOTICES. Article XXXVI of the Lease is hereby changed to reflect the current addresses for Landlord and Tenant as follows:

A. If to Tenant:

Pima County Library District
C/O Pima County Facilities Management
150 W. Congress, 3rd Floor
Tucson, Arizona 85701

B. If to Landlord:

Tucson Unified School District
Director of Planning Services
606 S. Plumer Ave.
Tucson, AZ 85719

8. SURVIVAL. Except as modified herein, 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 Lease as of the month, day, and year written below.

LANDLORD: TUCSON UNIFIED SCHOOL DISTRICT #1, a political subdivision of the State of Arizona

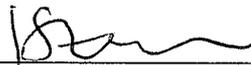
TENANT: PIMA COUNTY LIBRARY DISTRICT, a political subdivision of the State of Arizona

 Date 10-20-15
President, Governing Board

Chair of the Board of Directors

ATTEST:

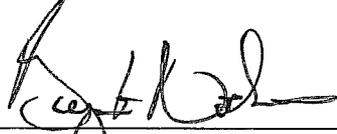
ATTEST:

 Date 10-20-15
Clerk of the Governing Board

Clerk of the Board of Directors

APPROVED AS TO CONTENT

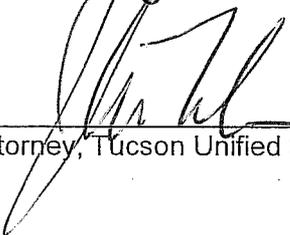
APPROVED AS TO CONTENT



Director, Tucson Unified School District



Melinda Cervantes
Director, Library District

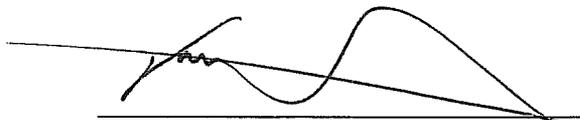


Attorney, Tucson Unified School District



Date _____
Michael L. Kirk
Director, Facilities Management

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney

EXHIBIT A

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PIMA COUNTY, ARIZONA
BOARD OF SUPERVISORS POLICY
Subject: Tobacco-Free Environment
Policy Number: C 3.18

Purpose:

Smoking and the use of tobacco related products are a major cause of preventable disease and death. As a leading employer and health proponent Pima County is committed to the promotion of health, wellness, and the prevention / treatment of diseases. Pima County also serves as a model for the public influencing attitudes about smoking and the dangers of tobacco products. The purpose of this tobacco-free policy is to create tobacco-free environments for all Pima County facilities, public buildings and adjacent properties, to provide Pima County employees and the public with guidelines for managing and supporting this policy, and to encourage a healthy lifestyle for all personnel and visitors.

Background:

As a major entity involved in the promotion of public health and safety within Pima County, the Board of Supervisors promotes and encourages the establishment of a tobacco-free zone on County facilities, public buildings and adjacent properties. The Board of Supervisors has previously established wellness as a priority for all County employees, by the adoption of the long-range Sustainability Program and employee incentives in the way of premium discounts for health insurance benefits. The establishment of a tobacco-free policy is the natural continuance of those efforts.

Policy:

It is the policy of the Board of Supervisors that to provide a safe and healthy environment for all employees, and the general public.

The Board of Supervisors prohibits the use of tobacco products at all times on County facilities, public buildings and adjacent properties, and in County vehicles. This prohibition applies to all employees, and to all visitors and other persons at any County sponsored activity or event conducted on County facilities, in public buildings or on adjacent properties.

Definitions:

Tobacco Products include cigarettes, cigars, pipes, smokeless tobacco, water pipes, hookah, e-cigarettes, chewing tobacco, snuff and other products containing tobacco.

County Facilities, Public Buildings and Adjacent Properties including County owned or leased properties and a facility occupied or used by any County personnel, visitor, or vendor, and includes but is not limited to

buildings, courtyards, walkways, breeze-ways, parking lots, parking structures, County vehicles (owned or leased), loading docks or construction sites.

EXHIBIT A

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PIMA COUNTY, ARIZONA
BOARD OF SUPERVISORS POLICY
Subject: Tobacco-Free Environment
Policy Number: C 3.18

Compliance:

County personnel are responsible for compliance with the policy.

Visitors and vendors observed to violate this policy shall be respectfully informed of the Tobacco-Free Environment Policy and asked to comply. If a visitor or vendor neglects to comply, that neglect to comply may be used as grounds for prohibiting access to premises or facilities by said visitor or vendor.

If any individual violating the policy appears agitated or otherwise confrontational regarding compliance, then County personnel shall immediately inform the staff responsible for the facility or security personnel if available and shall engage in no further intervention.

All vendors doing business with Pima County shall be notified of the Tobacco-Free policy and shall be expected to comply with the policy. Organizers and supervisors of public events, conferences, meetings and work activities on County facilities, work sites, public buildings and adjacent properties shall be responsible to communicating the requirements of the Tobacco-Free Policy to such events or conferences for attendees.

All new employees of Pima County will be informed on and educated about the Tobacco-Free Policy and the requirement that employees comply with the policy. Additionally, new employees shall be made aware of the availability of tobacco cessation programs sponsored or funded by Pima County.

References:

Pima County Ordinance, Chapter 2.12
Pima County Code, Section 8.50
Adopted Date: November 13, 2012
Effective Date: January 1, 2013

Website: <http://www.pima.gov/cob/POLICY/C3-18.pdf>