



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

Award Contract Grant

Requested Board Meeting Date: ~~March 16, 2021~~ May 4, 2021

* = Mandatory, information must be provided

or Procurement Director Award

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

City of Tucson, a municipal corporation (COT").

***Project Title/Description:**

Amendment One (1) to Lease (Quincie Douglas Library).

***Purpose:**

Clarifies Library District is responsible for contracting with and paying providers of its choice for recycling, custodial, and landscaping maintenance and repair services related to the Library premises, and that District will not be billed by COT for these services.

***Procurement Method:**

Exempt pursuant to Pima County Code Section 11.04.020.D.

***Program Goals/Predicted Outcomes:**

Reduce certain costs currently reimbursable to COT.

***Public Benefit:**

Reduce annual expenses by using County vendors and/or County employees to provide services. Improve Library cleanliness and appearance as result of better and more frequent levels of service.

***Metrics Available to Measure Performance:**

Lower operating expenses and fewer customer complaints.

***Retroactive:**

No.

APR 23 10 52 PM '21

TO: COB 4-26-21 ①
VERS: 18
PDS: 4

Procure Dept 04/23/21 PM 10:52

Contract / Award Information

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

If Yes, 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 22-10.

Amendment / Revised Award Information

Document Type: CT Department Code: LIB Contract Number (i.e., 15-123): 12*893
Amendment No.: One (1) AMS Version No.: 18
Commencement Date: May 4, 2021 New Termination Date: _____
Prior Contract No. (Synergen/CMS): 04-66-T-138171-0706

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: Library District

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): _____
Commencement 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: Michelle Simon 594-5654 / Nina Armstrong 724-2725

Department: Library / Facilities Management Telephone: _____

Department Director Signature/Date: *Michelle Simon* 2/16/21

Deputy County Administrator Signature/Date: *Nina Armstrong* 2/16/2021

County Administrator Signature/Date: *C. K. Schellberg* 2/17/21
(Required for Board Agenda/Addendum Items)

Pima County Free Library District

Project: Lease - Quincie Douglas Library

Landlord: City of Tucson

Contract No.: CT - LIB - 12*893

(Original Contract Number: 04-66-T-138171-0706)

Lease Amendment No.: ONE (1)

Original Lease Term: 07/01/06 – 06/30/56	Orig. Lease Amount:	\$ 0.00
Termination Date Prior Amendment: N/A	Prior Amendments:	\$ 0.00
Termination Date This Amendment: 06/30/56	Amount This Amendment:	\$ 0.00
	Revised Lease Amount:	\$ 0.00

AMENDMENT One (1) TO LEASE

Quincie Douglas Library

1. Background.

- 1.1. Parties: This Lease Amendment ("Amendment 1") is made by and between the CITY OF TUCSON, a municipal corporation ("CITY"), and the PIMA COUNTY FREE LIBRARY DISTRICT, a special taxing district of Pima County and a political subdivision of the State of Arizona ("DISTRICT") (collectively, "the Parties").
- 1.2. Lease. CITY and DISTRICT entered into a lease agreement (the "Lease") for property located at the address set forth below, the term of which commenced on July 1, 2006. The Lease was originally identified as Pima County Contract Number 04-66-T-138171 - 0706, which was subsequently renumbered as CT-LIB-12*893.
- 1.3. Premises: That certain stand-alone building consisting of approximately 10,642 square feet located at 1585 E. 36th Street, Tucson, Arizona (Pima County Assessor Parcel Number 129-07-006V), together with associated parking areas and landscaped areas, referred to herein as "the Premises" and shown on the attached Exhibit "A".
- 1.4. Commencement Date: The commencement date of this Amendment One (1) is the date it is signed by the Parties.

2. Repairs and Maintenance. Lease Articles 6.A. and 6.B. are deleted entirely and replaced with the following:

2.1. Article 6.A. Maintenance, Repairs, and Landscaping, Custodial services.

6.A.1. By DISTRICT.

DISTRICT is responsible for all maintenance and repair of the Premises including but not necessarily limited to maintenance, repair and replacement (when necessary) of

the roof, ceilings, light fixtures, heating systems, cooling systems, panic hardware and cylindrical locks, plumbing, electrical wiring, termite and pest control, interior and exterior façade, garbage removal, recycling services, and for existing landscape and grounds including but not limited to watering, mowing, trimming, pruning, sprinkler system maintenance and other landscaping tasks, as well as any lighting or other electrical facilities that are fed from the neighborhood center building to the Premises.

DISTRICT is also responsible for maintaining and repairing the parking lot, site lighting, sidewalks, canopies and storm drain systems that exclusively service the Premises.

DISTRICT will contract with and pay providers of its choice for custodial services specific to the Premises. DISTRICT will not be charged by CITY for any custodial services related to the Premises or the Campus. DISTRICT will keep the Premises in a neat, clean and orderly condition at all times during occupancy, and shall not commit, suffer, or permit any waste of the Premises or any acts to be committed in violation of any laws or ordinances.

6.A.2. By CITY. CITY is responsible for maintenance and repair of any lighting or other electrical facilities that are fed from the neighborhood center building.

2.2. Article 6.B. Repair and Maintenance Costs. DISTRICT will hire and pay its own staff or vendors to perform the obligations it has under the above Article 6.A. CITY will not provide to nor charge DISTRICT for trash pickup, recycling, landscaping, and/or custodial services related to the Premises.

3. **Remaining Lease Terms Unchanged.** Except as modified by this Amendment One (1), 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 signed this Amendment on the day, month and year written below.

LANDLORD: CITY OF TUCSON

TENANT: PIMA COUNTY LIBRARY DISTRICT

E-SIGNED by John Cahill
on 2021-02-19 09:59:12 MST

John Cahill
Real Estate Administrator

Date: February 19, 2021

Sharon Bronson
Chair, Board of Directors

Date: _____

APPROVED AS TO CONTENT:

ATTEST:

E-SIGNED by Carlos De La Torre
on 2021-04-22 15:39:52 MST

Carlos De La Torre
Director of Environmental and General Services

Date: April 22, 2021

Julie Castañeda
Clerk of the Board

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

E-SIGNED by Damian Fellows
on 2021-02-18 12:30:08 MST

Damian Fellows
Principal Assistant Attorney

Date: February 18, 2021



Amber Mathewson
Director, Pima County Library

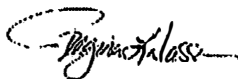
Date: 2/16/21



Lisa Josker
Director, Facilities Management

Date: 2/16/2021

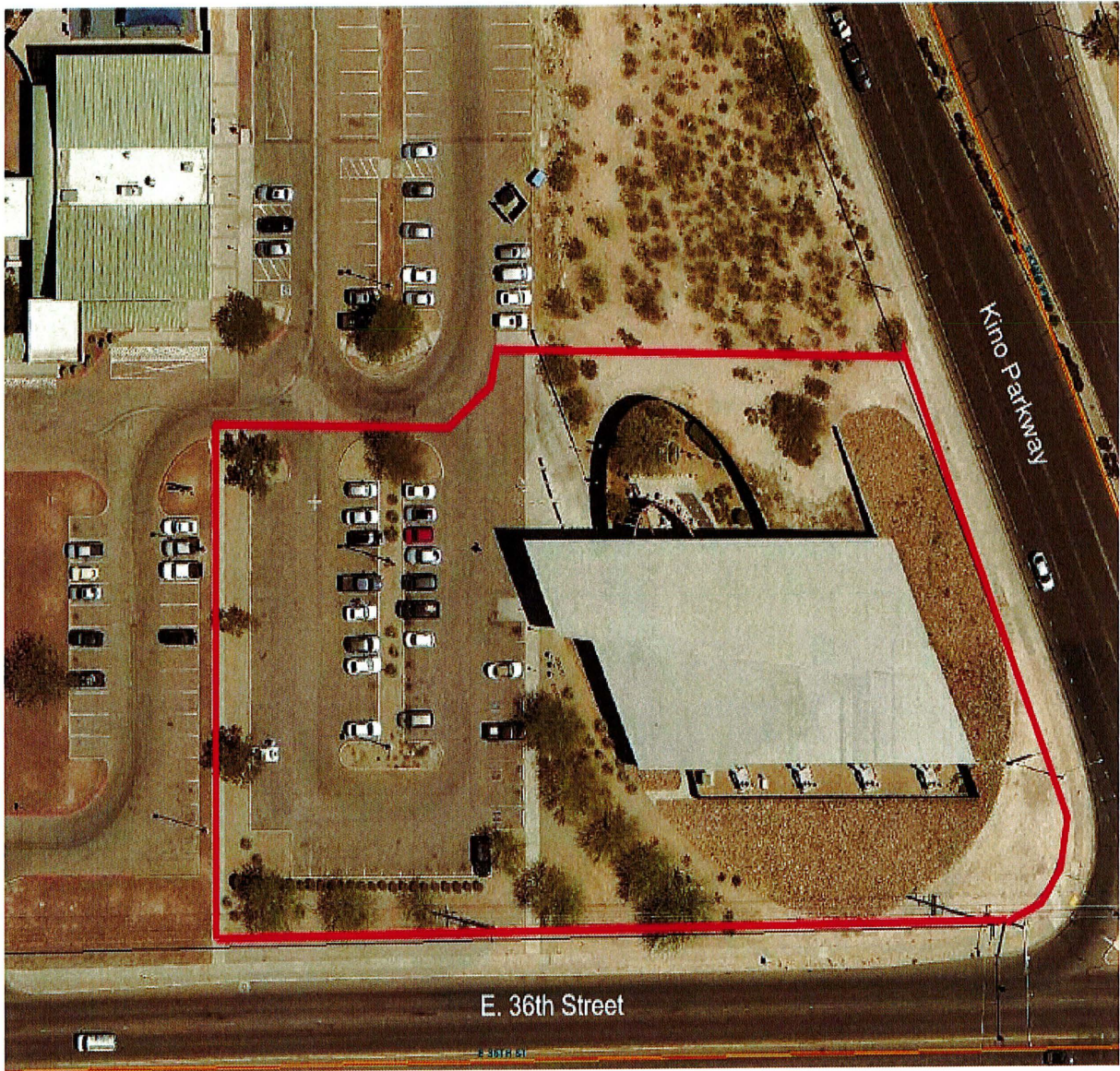
APPROVED AS TO FORM:



Regina Nassen
Deputy County Attorney

Date: Feb 16, 2021

EXHIBIT "A"



Quincie Douglas Library
1585 East 36th Street, Tucson, AZ