



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

Award Contract Grant

**Requested Board Meeting Date: 10/17/2023
or Procurement Director Award:**

**=Mandatory, information must be provided*

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

Redyns Development LLC

***Project Title/Description:**

Lease Term extension for property located at 8180 E. Broadway.

***Purpose:**

Amendment three extends the Lease Term for an additional 4 years. The extension more closely aligns with Phase 2 completion of the Northwest Service Center. Adult Probation is slated to re-locate to NWSC once Phase 2 construction is complete.

***Procurement Method:**

Exempt Per Section 11.04.020.

***Program Goals/Predicted Outcomes:**

This location will continue to provide supervision services to adult probationers residing and working on the east side in a cost effective manner including: reduce 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 receive education; job assistance, to effect probationer's re-introduction and reduce recidivism.

***Public Benefit:**

The extension of this Lease will continue to allow Adult Probation employees in this eastern location to provide supervision and probation services to their clients; provide Career development workshops and drug testing until their move to NWSC.

***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.

***Retroactive:**

Yes. Negotiations with Landlord were drawn out beyond Lease expiration date. Lease is in holdover status at current Base Rent rate until this agreement is fully executed.

TO: COB 9-27-23(1)
Vers: 29
pgs: 5

SEP28'23AM1014PD

THE APPLICABLE SECTIONS(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: Department Code: Contract Number:
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 partly funded with Federal Funds? Yes No
If Yes, Is the Contract to 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: FM Contract Number (i.e., 15-123): 17-133
Amendment No.: 3 AMS Version No.: 29
Commencement Date: 09/01/2023 New Termination Date: 08/31/2027
Prior Contract No.(Synergen/CMS): N/A
Expense Revenue Increase Decrease Amount This Amendment: \$ 924,172.00
Is there revenue included? Yes No If Yes \$:
Funding Source(s) required: General Fund
Funding from General Fund? Yes No If Yes \$: 924,172.00 % 100%

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:
*Matching Funding from General Fund? Yes No If Yes, \$ %
*Matching 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: Kevin Button Telephone: 520-724-8230
Department: Facilities Management

Department Director Signature: Date: 9-25-2023
Deputy County Administrator Signature: Date: 9-25-2023
County Administrator Signature: Date: 9/25/23

Pima County Department of Facilities Management

Project: Lease Term extension for property located at 8180 E. Broadway.

Contractor: Redyns Development LLC

Contract No.: CT-FM-17-133

Contract Amendment No.:03

Orig. Contract Term: 09/01/2002 - 08/31/2009	Orig. Amount:	\$	1,371,600.29
Termination Date Prior Amendment: 08/31/2023	Prior Amendments Amount:	\$	3,253,084.27
Termination Date This Amendment: 08/31/2027	This Amendment Amount:	\$	924,172.00
	Revised Total Amount:	\$	5,548,856.56

AMENDMENT THREE

This third amendment ("**Amendment**") is made by and between Pima County, a political subdivision of the State of Arizona ("**County**" or "**Tenant**") and Redyns Development LLC, an Arizona limited liability company ("**Landlord**"). County and Tenant are each individually a "Party" and collectively the "Parties."

The parties agree to amend the agreement as follows:

1. Background and Purpose.

- 1.1. Background. On July 31, 2002, County and Landlord entered into Lease agreement ("**Agreement**") for approximately 12,631 square feet of space within 8180 E Broadway Blvd., Tucson, AZ 85710 (the "**Premises**"), and described more specifically in the Agreement.
- 1.2. On July 31, 2009, Parties executed Amendment one which extended the Lease Term and modified other terms and conditions.
- 1.3. On October 18, 2016, Parties executed Amendment two which extended the Lease Term for an additional seven years to August 31, 2023 and modified other terms and conditions.
- 1.4. County is in the process of constructing a new facility, the Northwest Service Center ("**NWSC**"), to consolidate a number of County departments under one roof. Pima County Adult Probation department is one of those departments.
- 1.5. Purpose. To align the Lease Term with NWSC completion, County wishes to extend the Term to August 31, 2027 and Landlord approves.

2. **Lease Extension.** Parties agree to extend the Lease Term commencing September 1, 2023 and terminating August 31, 2027. ("**Extension Period**"). Base Rent during the Extension Period will be \$18,420.25 per month or \$221,043.00 annually. County estimates its operating and maintenance expense over the Term to be \$40,000.00.

3. **Rent Commencement.** The date this Amendment is fully executed by the Pima County Board of Supervisors will be the rent commencement date, which is anticipated to be October 17, 2023 ("**Rent Commencement Date**"). Rent will be prorated for the month of October 2023.
4. **Option to Extend.** If Tenant is not in default under the Lease, Tenant may extend the Term of the Lease for up to three additional 1-year **Extension Terms** by providing written notice to the Landlord not less than 120 days prior to end of the Extension Period or the prior Extension Term, as applicable. "Term" means the Extension Period and any Extension Term(s) exercised by Tenant. The Lease will be extended on the same terms and conditions as this Amendment three, except the rent will increase by 3% per year for each Extension Term.
5. **Proration.** Should Tenant vacate the Premises on any day other than the beginning or ending day of the month, Landlord agrees the Base Rent and any utilities or other related costs and expenses payable for that partial month will be prorated based upon the number of days in the applicable calendar month.
6. **Cancellation.** In the event the Tenant is directed by the Arizona Department of Administration, Administrative Offices of the Supreme Court, Superior Court, or Pima County to move into an existing State or County owned or leased facility, including but not limited to any newly purchased, constructed or wholly leased facility, during the Term or any Extension Term of this Lease, Tenant may terminate this Lease with 180 day prior written notice. Section 2.6 of the second Lease Amendment, dated October 18, 2016, is deleted in its entirety.
7. **Tenant Improvements.** Landlord, at their sole cost and expense, agrees to complete improvements to the Premises ("**Tenant Improvements**" or "**TIs**"), described in **Exhibit A**, by March 31, 2024. Should Landlord fail to complete TIs by March 31, 2024, commencing on April 1, 2024, County may reduce Base Rent to \$17/foot per year until TIs are complete.
8. **Conflict of Interest.** This Lease is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, which is incorporated herein by reference.
9. **Heating, Ventilation and Air Conditioning Systems.** Without reimbursement of any kind from the County, Landlord will, at its sole cost and expense, provide for County or cause to be provided, all regular maintenance, and, if necessary, any and all repair, or replacement of Building Heating, Ventilation and Air Conditioning Systems and related components ("**HVAC**").

All other terms and conditions not specifically change by the amendment, remain in full force and effect.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

All other provisions not specifically changed herein remain in effect and are binding upon the parties.

PIMA COUNTY

Redyns Development LLC

Adelita Grijalva, Chair
Board of Supervisors

DocuSigned by:
Suzanne Keppner
Authorized Officer Signature

Suzanne Keppner Manger

Printed Name and Title

Date

9/22/2023 | 6:07 PM PDT

Date: _____

ATTEST

Melissa Manriquez
Clerk of the Board

Date

APPROVED AS TO CONTENT

JTB

Honorable Jeffrey T. Bergin,
presiding Judge of the Superior Court

Date: 9/25/2023

[Signature]

Tony Cisneros, Director, Facilities Management

Date: 9.25.2023

APPROVED AS TO FORM

[Signature]

Deputy County Attorney

Kyle Johnson

Print DCA Name

9/19/2023

Date

Exhibit A (1 of 2) Tenant Improvements

Landlord will provide the following Tenant Improvements, at Landlord's sole cost and expense, including the cost of moving furniture as necessary.

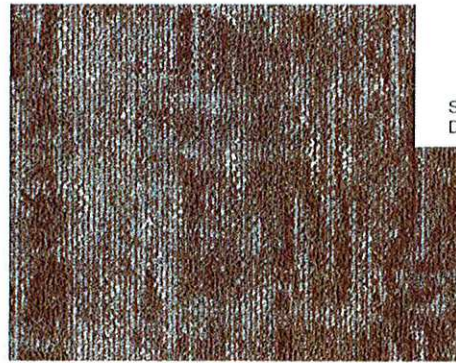
1. Repaint interior
2. Replace all carpet and cove base
3. Park Lot paved and striped

The following products and brands represent County standards for materials, quality, and color selection preferred for TIs. If Landlord is unable to procure the products or brands specified below, materials of similar color, grade, quality, and rating are acceptable.

Carpet: J&J Fractured Plaid 7587 Color Percal 2879- carpet tile, quarter turn

Cove Base: Roppe 700 Series, 120'coil #147 Light Brown 4-1/2"height

Paint: Dunn Edwards Swiss Coffee, Eggshell on walls, Flat on ceiling (non-ACT)



Carpet

Swiss Coffee
DEW341

Paint



Cove base

8180 E Broadway- Adult Probation

**Exhibit A (2 of 2)
Tenant Improvements**

Contractor Name	Work	Estimated Start Date	Estimated Completion Date
Ace Elite Painting	Interior Paint	12/4/2023	12/31/2023
Alliance Asphalt	Paving and striping Parking Lot	10/1/2023	10/1/2023
Tucson Commercial Carpets	Carpet and Cove Base Replacement	10/5/2023	3/1/2023