

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

○ Award	nnt Requested Board Me or Procurement Dire	eeting Date: 07/01/2025 ector Award:
*=Mandatory, information must be provided		
*Contractor/Vendor Name/Gr City of Tucson	intor (DBA):	
*Project Title/Description: Lease Termination for TPD offi	e within Children's Advocacy Center of So	uthern Arizona
	ise agreement for Tucson Police Departme ter of Southern Arizona located at 2329 E.	
*Procurement Method: Exempt Per Section 11.04.020.		
*Program Goals/Predicted Ou Recover space which can be re Southern Arizona	comes: Illocated to another agency or organizatio	n within Children's Advocacy Center of
*Public Benefit: Better allocation of resources.	More efficient use of space.	
*Metrics Available to Measure Better allocation of resources.		
*Retroactive:		

To: LOB, 4-12-25(1) Vers: 0 Pgs: 3

County Administrator Signature: \_\_\_\_\_

## 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 Department Code: Contract Number: Document Type:\_\_\_\_\_ Prior Contract Number.(Synergen/CMS): Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Expense Amount \$: \_\_\_\_\_ Revenue Amount \$: \_\_\_\_\_ Funding Source(s) required:\_\_\_\_ Funding from General Fund? O Yes O No If Yes Contract is fully or partly funded with Federal Funds? O Yes O No If Yes, Is the Contract to vendor or subrecipient? Were Insurance or Indemnity Clauses modified? O Yes O No If Yes attach Risk's approval Vendor is using a Social Security Number? O Yes O 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): CTN-FM-CMS141464-2 Amendment No.: 1 AMS Version No.: 1 Commencement Date: 07/01/2025 New Termination Date: 07/01/2025 Prior Contract No.(Synergen/CMS): CMS141464 O Expense O Revenue Amount This Amendment: \$ 0.00 O Increase O Decrease Is there revenue included? O Yes • No If Yes \$: \_\_\_\_\_ Funding Source(s) required: No revenue / No Expense If Yes \$: \_\_\_\_\_ Funding from General Fund? O Yes • No Grant / Amendment Information (for grants acceptance and awards) O Award O Amendment Document Type: \_\_\_\_\_ Department Code:\_\_\_\_\_ Grant Number (i.e., 15-123):\_\_\_\_\_ Amendment Number: Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Revenue Amount: Match Amount: \$\_\_\_\_ \*All Funding Source(s) required: \*Matching Funding from General Fund? O Yes O No If Yes, \$\_\_\_\_\_ \*Matching Funding from Other Sources? O Yes O 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 DocuSigned by: **Department: Facilities Management** Tony Cisneros 6/10/2025 Department Director Signature:\_\_\_\_\_ Deputy County Administrator Signature: \_\_\_\_\_

Pima County Department of Facilities Management

Project: Lease Termination for TPD office within Children's Advocacy Center

of Southern Arizona

**Contractor: City of Tucson** 

Contract No.: CTN-FM-CMS141464-2

**Contract Amendment No.:01** 

Orig. Contract Term: 10/08/2008 - 10/07/2033 Termination Date Prior Amendment: N/A

Termination Date This Amendment: 7/01/2025

**Orig. Amount:** \$ 189,000.00

Prior Amendments Amount: \$ 0.00 This Amendment Amount: \$ 0.00 Revised Total Amount: \$ 189,000.00

## AMENDMENT ONE

This first amendment ("Amendment") is made by and between Pima County, a political subdivision of the State of Arizona ("County" or "Landlord") and City of Tucson, a municipal corporation ("Tenant" or "City"). Landlord 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. <u>Background.</u> On October 8, 2008, Landlord and Tenant entered into Lease agreement ("Lease") for approximately 500 sf of office space located on the second floor of the Building located at 2329 E. Ajo way, Tucson AZ, aka the Children's Advocacy Center of Southern Arizona (the "Premises"), and described more specifically in the Agreement. The Term of the Agreement expires on 10/07/2033.
- 1.2. Tenant leases an office space within the Children's Advocacy Center for Tucson Police Department. City no longer requires the use of this space.
- 1.3. <u>Purpose.</u> Tenant wishes to terminate the Lease and Landlord approves.
- 2. Termination. Parties hereby agree that the Lease will be deemed for all purposes to terminate on July 1, 2025 ("Termination Date"). Regardless of the date this Amendment is fully-executed (the "Effective Date"), the parties will, for all purposes, deem this Amendment to be in effect as of the Termination Date.
- 3. Surrender of the Premises. County and City will conduct a final walk-through on or before Termination Date. If Premises are returned in satisfactory condition in accordance with the Lease, County will provide City a letter from FM Director or their designee, confirming the condition and acceptance of the Premises. Parties agree that City will have no further right of

possession, and County may use, modify and lease the Premises as it may see fit after the Termination Date.

- 4. **Keys/Security**. On or before the Termination Date, City will provide any relevant keys, access cards and security information for the Premises to County.
- 5. Furniture, Fixture, and Equipment ("FF&E"). If any FF&E belonging to the City remains on the Premises after the Termination Date, City agrees to transfer and convey remaining FF&E to the County without payment of any compensation to City. County will have the right to sell, destroy, or dispose of any personal property or FF&E left or abandoned in or on the Premises, with no liability to County or City.
- 6. Mutual Release. Upon City satisfying the obligations set forth in the Lease, as amended, County releases, discharges and waives any claims, known or unknown, against City, its successors, assigns, officers or directors, arising out of, or in any way connected with the Lease, and City releases, discharges, and waives any claims, known or unknown, against County, its successors, assigns, officers or directors, arising out of, or in any way connected with the Lease.
- 7. Remaining Lease Terms Unchanged. All other terms and conditions of the Lease, if any, that survive Termination of the Lease, will remain in full force and effect.
- 8. Counterparts and Copies. This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one agreement with the same force and effect as if all signatures had been entered on one document. Electronic, scanned, copied, or facsimile images of signatures in lieu of original signatures, transmitted electronically, are acceptable and shall be deemed the equivalent of an original.

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	City Of Tucson
	Signed by:
Rex Scott, Chair, Board of Supervisors	Authorized Officer Signature
	Ericka Stropka
Date	Printed Name and Title
	6/10/2025
	Date
ATTEST	
Melissa Manriquez, Clerk of the Board	
Date	
APPROVED AS TO CONTENT  —Docusigned by:  Tony, Gioneros	
Toffy Cisteros, Director, Facilities Management	
6/10/2025	
Date	
APPROVED AS TO FORM	
APPROVED AS TO FORM	
Deputy County Attorney	
Kyle Johnson Print DCA Name	
6/4/2025 Date	