



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: May 18, 2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Bruce Wayne, LLC, an Arizona limited liability company

***Project Title/Description:**

Fourth Amendment to 3550 N. 1st Avenue Lease

***Purpose:**

This Fourth Amendment to Lease extends the Term for 2 years, from June 30, 2021 to June 30, 2023.

***Procurement Method:**

Exempt pursuant to Pima County Code section 11.04.020.D.

***Program Goals/Predicted Outcomes:**

Health Department provides medical clinical and family planning services to clients in Mid-Town and North areas of Tucson. The rental rate has not increased since the inception of the contract on 7/1/2015 and will increase 5% during this 2 year extended term. Two additional one year options to extend were added at an increase of 2% per year. The remaining lease terms are unchanged except as modified by this amendment.

***Public Benefit:**

Provides medical services and family planning to clients, which improves their health and well-being. Services available include, but are not limited to: well-women exams, prenatal outreach, immunizations, screens, health education classes.

***Metrics Available to Measure Performance:**

Conform with ARS 11-251 Powers of the Board item #39

***Retroactive:**

No.

TD-COB 4-29-21 (1)
Vers.: 14
pgs.: 3

Procure Dept 04/27/21 PM0415

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: FM Contract Number (i.e., 15-123): 19*323
Amendment No.: 04 AMS Version No.: 14
Commencement Date: June 30, 2021 New Termination Date: June 30, 2023
Prior Contract No. (Synergen/CMS): CJ-FM-15*473
☒ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ 270,349.68

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

***Funding Source(s) required:** Continuation of current split 50/50 between Fund 2002, Unit 2887 Health Department Budget and Fund 2042, Unit 2897 Grant Funding.

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: Tina Tellez

Department: Facilities Management

Telephone: 520-724-3393

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

Pima County Department of Facilities Management

Project: Fourth Amendment to 3550 N. 1st Ave Lease

Contractor: BRUCE WAYNE, LLC, an Arizona limited liability company ("Landlord")

Contract No: CT-FM-19*323

Contract Amendment No: 04

Orig. Contract Term: 07/01/2015 - 06/30/2017	Orig. Amount:	\$252,111.88
Termination Date Prior Amendment: 06/30/21	Prior Amendments Amount:	\$513,531.94
Termination Date This Amendment: 06/30/23	This Amendment Amount:	\$270,349.68
	Revised Total Amount:	\$1,035,993.50

FOURTH AMENDMENT

1. Background and Purpose.

- 1.1. PIMA COUNTY, a political subdivision of the State of Arizona ("**Tenant**") and Pacific Income Properties, LLC, an Arizona limited liability company, entered into a lease agreement ("**Lease**"), #CT-FM-15-473, which commenced July 1, 2015, for portions of the building located at 3550 North First Avenue, Tucson, Arizona, commonly known as Weston Plaza, consisting of approximately 8,150 square feet ("**Premises**").
- 1.2. The Term of the Lease was previously extended to June 30, 2019, by the First Amendment to the Lease and the parties executed a Second Amendment assigning the original landlord's interest in the Lease to the new owner of the building, Bruce Wayne, LLC, an Arizona limited liability company ("**Landlord**") and extending the Lease Term to June 30, 2020. The County at that time changed the Lease's contract number from CT-FM-15-473 to CT-FM-19-323. The Third Amendment further extended the lease to June 30, 2021.
- 1.3. Tenant and Landlord wish to further extend the Term of the Lease with this Fourth Amendment. This amendment will replace the two remaining one year options to extend with a two (2) year extension and add two (2) one year options to extend. Capitalized terms used in this Fourth Amendment that are not otherwise defined, have the meanings previously assigned in the Lease.
- 1.4. Landlord wishes to continue leasing the Premises to Tenant, and Tenant wishes to continue leasing the Premises from Landlord.
- 1.5. Base rent to has not changed since the inception of this lease. It will be increased 5% during this two (2) year extension period and will increase 2% per year in each of the added one (1) year option periods should those options be executed.

1.6. Termination notice without penalties or fees will be increased from ninety (90) days to one hundred and eighty (180) days.

2. **Term.**

2.1. **Lease Extension:** The Lease Term is extended two (2) years, through June 30, 2023.

2.2. **Option to Extend:** If Tenant is not in default under the Lease, Tenant may extend the Term of the Lease for up to two (2) additional one (1)-year periods (each an "**Extension Term**") by providing written notice to the Landlord, one hundred eighty (180) days prior to end of Term or prior Extension Term, as applicable.

3. **Rent.** Tenant will pay Landlord a base rent of \$10,845.00 per month or \$130,140.00 per year excluding tax for the remaining lease term. Should the option(s) to extend be exercised the base rent will be increased 2% per year.
4. **Termination.** Tenant may terminate the Lease, without any early termination penalties or fees, by giving Landlord one hundred eighty (180) days prior written notice of its intention to do so.
5. **Notice.** Any notices required or permitted to be given under the Lease as amended shall be in writing and shall be served by personal delivery, United States mail service, electronic transmission, or by fax, upon the other party as follows:

Tenant:
Pima County Facilities Management Department
150 W. Congress, 3rd Floor
Tucson, Arizona 85701

Landlord:
Bruce Wayne, LLC
3550 N. First Avenue, Ste. 100
Tucson, Arizona 85719

6. **Counterpart Signatures.** This Amendment may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
7. **Remaining Lease Terms Unchanged.** Except as modified by this Amendment, all the terms and conditions of the Lease shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Lease on the dates indicated below.

TENANT:

PIMA COUNTY, a political subdivision
of the State of Arizona

By: _____
Chairman of the Board of Supervisors

Date: _____

LANDLORD:

Bruce Wayne, LLC
3550 N 1st Ave
Tucson, AZ 85719

By: DeWayne S. Even
DeWayne S. Even, President

Date: 4/26/21

ATTEST:

By: _____
Clerk of the Board of Supervisors

Date: _____

APPROVED AS TO CONTENT:

By: Lisa Josker
Lisa Josker
Director, Facilities Management

Date: 4/26/21

By: Theresa Cullen
Theresa Cullen
Director, Health Department

Date: April 26, 2021

APPROVED AS TO FORM:

Victoria Buchinger
Victoria Buchinger, Deputy County Attorney

Date: April 26, 2021