

BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: November 22, 2016

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): AZ Aerospace Foundation, Inc./Pima Air and Space Museum

Project Title/Description:

Alterations and Improvements to Pima Air and Space Museum Property

Purpose:

Alterations and Improvements being made to the Pima Air and Space Museum Property. Repaving of parking lot and designing, installation, operation and maintenance of four (4) solar panel covered parking areas within the Repaving Project

Procurement Method:

Capital Improvement Funds

Program Goals/Predicted Outcomes:

Repaving of the parking lot and addition of four (4) solar panel covered parking areas

Public Benefit:

More parking will be available; cost savings in electric consumption

Metrics Available to Measure Performance:

Will compare electrical bills from specific meters

Retroactive:

no

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: _____

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: ED Contract Number (i.e., 15-123): 12*244

Amendment No.: Three (3) AMS Version No.: Six (6)

Effective Date: 11-22-2016 New Termination Date: 06-01-2021

☐ Expense ☒ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ 75,000.00

Funding Source(s): AZ Aerospace Foundation/Pima Air and Space Museum

Cost to Pima County General Fund: _____

To: CoB 11-14-16 (3)
pgs. 8 Addendum

NOV 14 10:03:06 PM CLK OF ED

Contact: Tom Moulton

Department: Attractions and Tourism

Telephone: 724-7353

Department Director Signature/Date: Thomas R Moulton 11/8/16

Deputy County Administrator Signature/Date: Jaew 11/10/2016

County Administrator Signature/Date: C. R. Deibel 11/14/16
(Required for Board Agenda/Addendum Items)

**PIMA COUNTY DEPARTMENT OF
ATTRACTIONS AND TOURISM**

**PROJECT: OPERATING AGREEMENT FOR
PIMA AIR AND SPACE MUSEUM**

**OPERATOR: ARIZONA AEROSPACE
FOUNDATION, INC.**

CONTRACT NO.: ED - CT - 12*0244

CONTRACT AMENDMENT NO.: Three (#3)

CONTRACT

NO. CT-ED-12-244

AMENDMENT NO. 03

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

ORIG. CONTRACT TERM: 05/15/1978 - 06/30/2002	ORIG. CONTRACT AMOUNT:	\$ -0-
TERMINATION DATE PRIOR AMENDMENT: 06/01/21	PRIOR AMENDMENTS:	\$ -0-
TERMINATION THIS AMENDMENT: 06/01/21	AMOUNT THIS AMENDMENT:	\$ 75,000.00
	REVISED CONTRACT AMOUNT:	\$ 75,000.00

**THIRD (3rd) AMENDMENT TO
AGREEMENT FOR OPERATION OF PIMA AIR MUSEUM
(Parking Area Repaving and Solar Carport Projects)**

I. DEFINED TERMS. For purposes of this Third Amendment, the following terms have the meanings set forth below:

A. Parties:

- COUNTY:** Pima County, a political subdivision of the State of Arizona.
- OPERATOR:** The Arizona Aerospace Foundation, Inc., an Arizona nonprofit corporation that is also tax-exempt under 26 U.S.C. § 501(c)(3).

B. Facility: The structures and real property known as the Pima Air and Space Museum, which are located on COUNTY- owned land at 6000 E. Valencia Road, Tucson, AZ.

C. Agreement: That certain "Agreement for Operation of Pima Air Museum" made by and between COUNTY and the Tucson Air Museum Foundation, OPERATOR'S predecessor in interest, on May 15, 1978 for the construction, management, maintenance and operation of the Pima Air and Space Museum, and all amendments thereto.

D. Effective Date: This Amendment will become effective on the date it is fully signed by the Parties.

II. BACKGROUND AND PURPOSE.

A. The Parties entered into the Agreement on May 15, 1978 in order to develop, operate, improve and maintain the Facility to provide a suitable public park area for the rest,

relaxation, educational benefit and recreation of the inhabitants, tourists and visitors of Pima County and to grant to OPERATOR the exclusive right and duty to operate the public park consisting of all the real property and improvements to be known as the "Pima Air Museum". The initial term of the Agreement was from May 15, 1978 through June 30, 2002.

- B. The First Amendment to the Agreement was fully signed on July 16, 1996. It extended the term of the Agreement from June 1, 1996 through June 1, 2021; added a renewal option of twenty-five (25) years, from June 2, 2021 through June 3, 2046; and made other modifications.
- C. The Second Amendment to the Agreement was fully signed on July 7, 2009. It clarified OPERATOR'S obligations regarding construction, maintenance and repair of all improvements made to and on to the Facility, and made other modifications.
- D. The Parties want to again amend the Agreement to allow COUNTY to make mutually beneficial improvements to the Facility and to allow OPERATOR to contribute a mutually agreeable portion of such improvement costs.

III. **MODIFICATION OF LEASE.** COUNTY and OPERATOR hereby agree to modify the terms of Section 5 of the Operating Agreement, by adding a new section 5.6 to read as follows:

5.6 COUNTY IMPROVEMENTS

A. COUNTY RIGHT TO MAKE ALTERATIONS AND IMPROVEMENTS.

- 1. COUNTY may, but is not obligated to, make alterations and improvements to the Facility that COUNTY reasonably determines are in the best interest of COUNTY and its residents or are likely to enhance economic development and/or tourism for the benefit of COUNTY, its residents, and the Facility.
- 2. In accordance with the Agreement, OPERATOR will be responsible for performing and bearing the cost of operating and maintaining all improvements made to the Facility except as provided in paragraph 5.6(C)(5), below. COUNTY will retain ownership of and title to all permanent improvements placed on the Facility.
- 3. OPERATOR will not unreasonably interfere with COUNTY'S improvements and alterations projects or work schedules, and COUNTY will not unreasonably interfere with OPERATOR'S business and operation of the Facility.

B. INTENDED IMPROVEMENTS BY COUNTY.

- 1. Parking Area Repaving Project.
 - (i.) COUNTY will plan, design, contract for, and repave the Facility's parking area, as shown on Exhibit "A" attached hereto and made a part hereof (the "Repaving Project").
 - (ii.) OPERATOR will pay COUNTY a contribution of Seventy-Five Thousand Dollars (\$75,000.00) toward the total cost of the Repaving Project.

OPERATOR will pay this sum to COUNTY within fourteen (14) calendar days after COUNTY submits to OPERATOR a copy of the construction bid accepted by COUNTY.

- (iii.) OPERATOR'S obligation under the Agreement to repair and maintain all improvements on the Facility applies to this Parking Area Repaving Project.

C. SOLAR PANEL COVERED PARKING.

1. Solar Covered Carports: In order to generate more cost effective long-term electricity for the benefit of the Facility, COUNTY will contract with SOLON Development, LLC, an Arizona corporation ("SOLON") to design, install, operate, and maintain four (4) solar panel covered parking areas (the "Solar Carports") within the Repaving Project as shown on Exhibit "B" attached hereto and made a part hereof.
2. Consent and Right of Entry.
 - (i.) OPERATOR and COUNTY have approved the design and scheduling of the Solar Carports installation, which approval is attached hereto as Exhibit "C" and made a part hereof.
 - (ii.) OPERATOR and COUNTY will give SOLON a right of entry to the Facility's Parking Area for the installation, operation, and maintenance of the Solar Carports.
3. Electric Utility Bills.
 - (i.) Meters: Separate electrical meters will be installed to measure electricity delivered through SOLON and electricity delivered through Tucson Electrical Power Company ("TEP").
 - (ii.) Service Accounts:
 - a. COUNTY will establish new accounts with both TEP and SOLON for electric service at the Facility, and will timely pay the Facility's electrical utility bills issued by those companies. OPERATOR will simultaneously close its TEP account; OPERATOR does not have a SOLON account.
 - b. COUNTY will invoice OPERATOR monthly for the amounts billed and paid on those accounts, and OPERATOR will reimburse COUNTY within ten (10) business days after receipt of such invoices.
4. Right of Entry. Within five (5) business days after receipt of written request from COUNTY, OPERATOR will grant SOLON the right to enter the Facility's Parking Area for all lawful and reasonably necessary purposes related to the construction, installation, maintenance and repair of the Solar Carports, which includes but is not necessarily limited to SOLON entries in order to perform its obligations under contracts it has with COUNTY. COUNTY reserves the right to approve the right of entry document(s) as to form and content.

5. Solar Panel Servicing, Maintenance and Repairs: In accordance with its Solar Service and Solar License Agreement with COUNTY, which was fully signed on June 7, 2016, SOLON will service, repair and maintain all materials and equipment comprising the Solar Carports to be installed by SOLON.

D. FUTURE IMPROVEMENTS BY COUNTY.

1. Prior to COUNTY committing to any construction project it proposes, COUNTY and OPERATOR will meet and discuss in good faith the proposed project, its estimated total cost, and the amount of OPERATOR'S contribution to the project's total cost.
2. COUNTY will submit plans and specifications for construction of the improvement(s) to OPERATOR for OPERATOR'S approval before beginning any construction; OPERATOR'S approval will not be unreasonably withheld.
3. It will be reasonable for OPERATOR to withhold consent if the improvement(s):
 - (i.) Adversely affect the integrity of any structural, mechanical, or electrical system of any portion of the Facility or affect the integrity of the Facility or the Facility's features or its infrastructure; or,
 - (ii.) Result in an increase in the premiums for any hazard or liability insurance carried by OPERATOR or result in an increased risk of liability to OPERATOR; or,
 - (iii.) Result in an increase in the cost of utilities or services that OPERATOR provides to the Facility.
4. Approval Period. OPERATOR will have twenty-one (21) calendar days from receipt of plans and specifications to notify COUNTY in writing that it objects to any item therein. Failure of OPERATOR to give such notice within said period will be deemed an approval of the submitted construction plans and specifications.
5. No OPERATOR Liability for Approval of Alterations. OPERATOR'S review of plans, drawings, and specifications submitted by COUNTY shall be solely for OPERATOR'S purposes and will not imply that OPERATOR has reviewed the plans, drawings, and specifications for quality, design, code compliance or other like matters. Accordingly, notwithstanding that any construction documents are or may be reviewed by any of OPERATOR'S architects, engineers, or consultants, OPERATOR will have no liability whatsoever in connection therewith and will not be responsible for any omissions or errors contained in any construction documents, and COUNTY'S indemnity set forth in the Indemnification Clause of the Agreement will apply to the construction documents. OPERATOR's review will be limited to determining the proposed alterations are consistent with the purposes of the Operating Agreement to provide recreational opportunities for the benefit of the residents of the County.

IV. REMAINING AGREEMENT TERMS UNCHANGED.

All other provisions of the Agreement as amended to date that are not specifically changed by this Third Amendment shall remain in full force and effect and be binding upon the Parties.

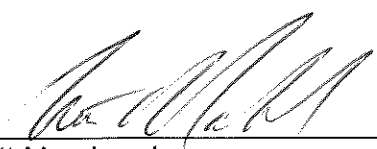
(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day, month and year written below.

COUNTY:
PIMA COUNTY
a political subdivision of the State of Arizona

OPERATOR:
Arizona Aerospace Foundation, Inc.
an Arizona non-profit corporation.

Sharon Bronson
Chair, Board of Supervisors



Scott Marchand
Executive Director

Date _____

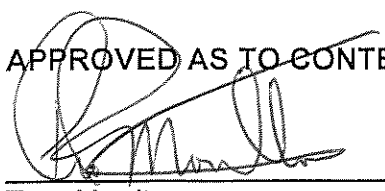
Date Nov 9 / 16

ATTEST:

Robin Brigode, Clerk of the Board


Date _____

APPROVED AS TO CONTENT:



Tom Moulton
Director, Attractions and Tourism

APPROVED AS TO FORM:

 11/8/16

Tobin Rosen
Deputy County Attorney

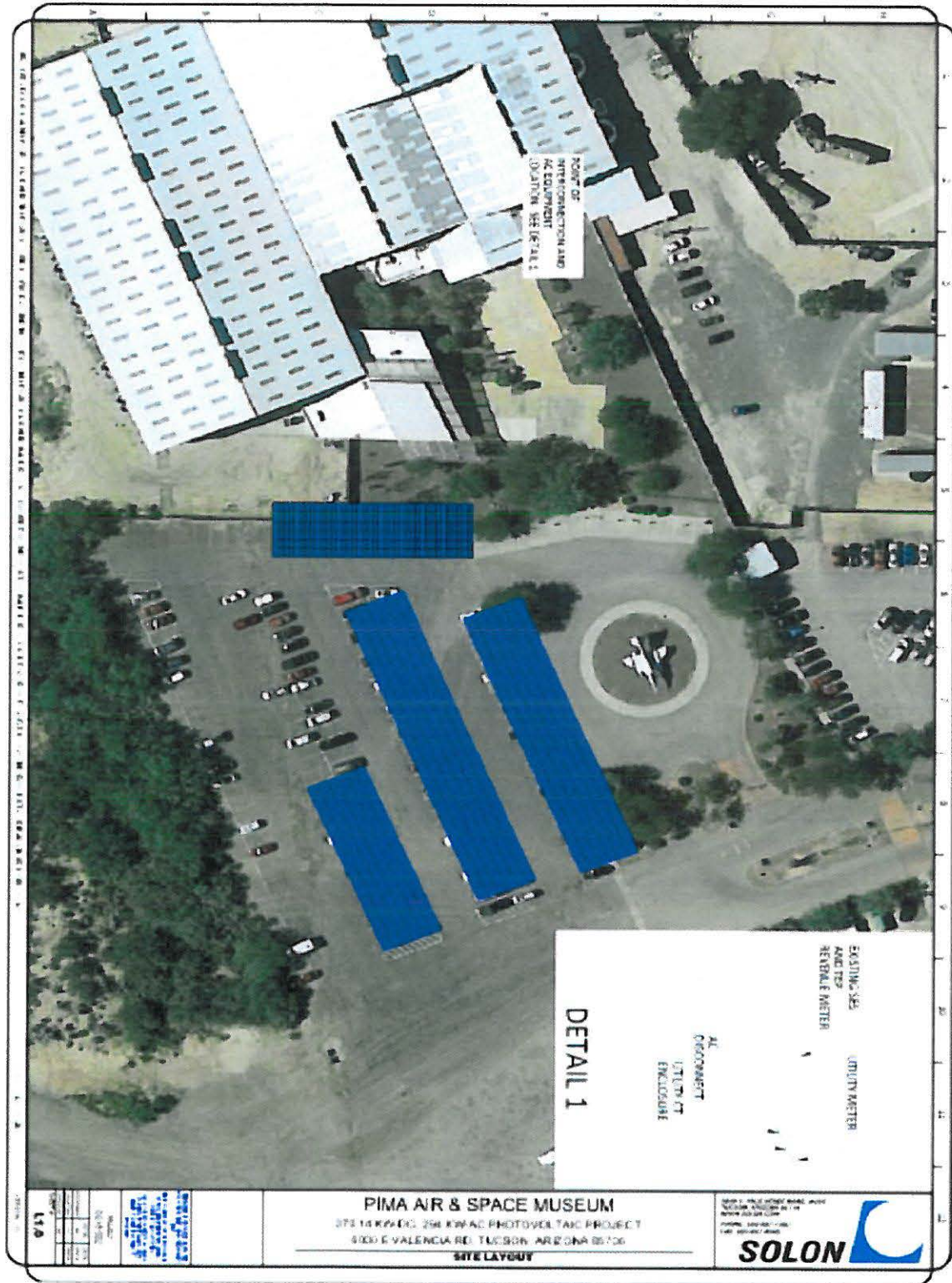
EXHIBIT "A"



6000 E. Valencia parking lot repave project

- Repave
- - - Seal coat

EXHIBIT "B"



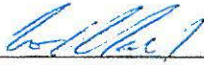
6000 E. Valencia
Solar Covered Carports

EXHIBIT "C"

Approval

As the site specific approving authority for the solar covered parking project at Pima Air & Space Museum, I approve of the project layout, scheduling and duration as presented in this powerpoint.

Signature



Date

Jan 13/16

Print Name



SOLON 

Approval

As the Director of Facilities for the solar covered parking project at the Pima Air & Space Museum building, I approve of the project layout, scheduling and duration as presented in this powerpoint.

Signature



Date

6/13/16

Print Name



SOLON 