

Contract Number CT.FM. 14*57-02
Effective Date 11-5-13
Term Date 5-20-15
Cost \$40,000. -
Revenue _____
Total _____ NTE _____
Action _____
Renewal By 2-1-15
Term 5-20-15
Reviewed by VR

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: November 5, 2013

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

This Operating Agreement Amendment #2 extends the term of the Operating Agreement with Pima County Community College and defines the responsibilities of each party regarding maintenance, repairs and utilities of the Learning Center and Arts Center in Green Valley. The continued operation of both of these centers will benefit the community by providing educational classes in addition to visual and performing arts.

CONTRACT NUMBER (If applicable) CT FM 14*57

STAFF RECOMMENDATION(S):

Approve this Amendment #2 to the Operating Agreement to continue operating Phase I of the Green Valley Performing Arts Center.

Procure Dept 10/11/13 PM04:45

CORPORATE HEADQUARTERS: _____

Page 1 of 2

Ver. - 1
Vendor - 1
To: CoB - 10-23-13
Agenda - 11-5-13
Pgs. 8
(2)

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

REVENUE TO PIMA COUNTY: \$0.00

COST TO PIMA COUNTY: \$60,000.00

FUNDING SOURCE(S): General Fund-Parks & Recreation Dept.

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	X	NO
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Board of Supervisors District:

1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4	<input checked="" type="checkbox"/>	X	5	<input type="checkbox"/>	All	<input type="checkbox"/>
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IMPACT:

IF APPROVED: Pima County Community College will continue to operate, maintain and provide utilities to the Learning Center and Pima County will be responsible for maintenance of some areas of the Arts Center which will benefit the Green Valley community.

IF DENIED: Educational classes will not be offered by the Pima County Community College and performing and visual arts will not be provided by the Green Valley Performing Arts Center Foundation to the Green Valley community.

DEPARTMENT NAME: Facilities Management

CONTACT PERSON: Melissa Loeschen TELEPHONE NO.: 724-8230

**PIMA COUNTY DEPARTMENT OF:
NATURAL RESOURCES, PARKS & RECREATION
AND FACILITIES MANAGEMENT**

**PROJECT: Operating Agreement for the
Operation and Maintenance of the
Community Performing
Arts and Learning Center in Green
Valley**

**PARTY: Pima County Community College
District**

CONTRACT #: CT FM 14*57

AMENDMENT#: Two (#02)

CONTRACT	
NO. <u>CT.FM.1410000000000000057</u>	
AMENDMENT NO. <u>02</u>	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

ORIGINAL CONTRACT TERM: 09/15/03 to 05/20/12
TERMINATION DATE PRIOR AMENDMENT: N/A
TERMINATION THIS AMENDMENT: 05/20/15

ORIG. CONTRACT AMOUNT:\$1,000,000.00
PRIOR AMENDMENTS: N/A
AMOUNT THIS AMENDMENT: \$60,000.00
REVISED CONTRACT AMOUNT:\$1,060,000.00

AMENDMENT #2

1. **Parties.** This Operating Agreement Amendment Number 2 ("**Amendment**") is made and entered into by and between PIMA COUNTY, a political subdivision of the State of Arizona (hereinafter referred to as "**County**") and PIMA COUNTY COMMUNITY COLLEGE DISTRICT, a political subdivision under the laws of the State of Arizona (hereinafter referred to as "**College**") which combined consist of the "**Parties**".

2. **Background and Purpose.** County and College entered into an Operating Agreement effective September 15, 2003 which addressed the day-to-day operations and maintenance of the Learning Center owned by College which consists of but is not limited to administrative offices, classrooms, a meeting room, and activity rooms and the Arts Center owned by County which consists of but is not limited to room Rehearsal Hall/room #105, store room, and office space, together with attendant furnishings and equipment, parking lots, driveway areas and related facilities, landscaping, and related improvements collectively known as the "**Facilities**".

3. **Modification of Operating Agreement.** Effective the date this Amendment is signed by all parties County and College hereby agree to modify the terms of the Operating Agreement shown below:

3.1. Section 3 Term: The expiration date shall be changed from May 20, 2012 to May 20, 2015.

3.2. Section 4 Control and Scheduling of Facilities:

FROM: The College shall have the primary management and control of the activities undertaken within the Learning Center. The County shall have primary oversight of the management and control of the activities undertaken within the Arts Center. The Parties intend and agree that each is responsible for the day-to-day scheduling and conducting of activities and programs within their respective areas of the Facilities, except as otherwise specifically set forth herein. Each party agrees to cooperate and coordinate its scheduling activities so that the portions of the Facilities under such party's primary control shall be reasonably available for reservation, rental and/or use on a scheduled basis by individuals or groups requesting such use through the other Party. Each party agrees not to compete or unduly interfere with programs operated by the other party.

TO: College shall have the primary management and control of the activities undertaken within the Learning Center. County shall have primary oversight of the management and control of the activities undertaken within the Arts Center. For purposes of this Agreement, the Parties agree the Arts Center comprises rooms numbered 101, 104, 105, 106, 107, 108, 109 and 110 and portions of room 100 currently used by the Green Valley Performing Arts Center Foundation whose total area consists of approximately 3,148 square feet as shown on Exhibit "A". College shall ensure County or their designee unencumbered access to Arts Center room 101 through Learning Center room 100. College will maintain Twenty Four (24) hours a day Seven (7) days a week access to both the MDF Room #111 that is 221 square feet and the Electrical Room #112 that is 519 square feet. At the sole discretion of the College, separate controls or access to the energy management systems functions will be provided for the Learning Center and the Arts Center. The Parties intend and agree that each is responsible for the day-to-day scheduling and conducting of activities and programs within their respective areas of the Facilities, except as otherwise specifically set forth herein.

3.3. Section 5 Utilities, Maintenance and Custodial:

FROM: College will obtain utility service for the Facilities (including water, electrical and gas if applicable, but not including phone service for the Arts Center) and will maintain both the interior and exterior portions of the Facilities (including the Learning Center, the Arts Center, the landscaped areas surrounding them, and the associated parking lots and roadways) in a neat and clean condition. College will, in this capacity, perform all custodial functions and routine maintenance and minor repair of the Facilities. As payment in full of its portion of the cost of these utilities and maintenance services, the County shall pay to the College \$5.50 per year per square foot of the Arts Center. This amount shall be increased annually based on the change in the Consumer Price Index (CPI) but not less than Three Percent (3%) per Annum. For purposes of this Agreement, the parties agree that the Art Center is 4,334 square feet.

TO: The County will no longer pay the College a square foot cost for the Arts Center as specified in the original Operating Agreement. The College will be responsible for the routine maintenance and custodial services for their respective area of the Arts Center and Learning Center. The College will continue to pay for the utilities (water, electrical and gas) and bill the County annually for their pro-rata share based on the County's square footage with the common space (740 sq. ft.) to be allocated equally to the College and the County. Within 30 days of both parties signing this agreement the College will invoice the County for their portion of the utilities billed for the period of May 21, 2012 through June 30, 2013. Starting in FY13/14 the College will remit annually to the County an invoice for utility charges that have been billed to the College through April 30th. The invoice will be provided to the County by June 1st. For purpose of this agreement the County's percentage is 30% based on 3,148 square feet belonging to the County, 7892 square feet to the College and 740 square feet being common areas as shown on Exhibit A. The landscape areas surrounding the Learning Center and Arts Center will be maintained by the College at their sole expense. College will maintain in a neat and clean condition the associated parking lots and roadways in Phase I surrounding the Learning Center and Arts Center as shown on Exhibit B. The County or their designee will be responsible for custodial services in addition to maintaining in a neat and clean condition both the interior and exterior portions of the Arts Center as shown on Exhibit "A".

3.4. Section 6(1) Repairs:

FROM: In addition to the utilities, routine maintenance and custodial services set forth above, (1) the College shall be responsible for major repairs of the Facilities and shall repair, maintain and replace shared mechanical systems (such as HVAC and electrical panels) serving the Facilities, and 2) the County shall be responsible for repaving and major repair of the parking areas and driveways associated with the Facilities and used jointly by the parties. The parties shall share the costs of these repairs equally.

TO: The County and College will each be responsible for major repairs of their respective areas which include the exterior of the buildings. Any repairs to the common areas shall be made by the College and the cost shared equally by the College and the County. The College will invoice the County for any repairs which will be paid within 30 days of receipt of the invoice. The remaining portion of section 6 shall remain unchanged.

3.5. Section 11 Rehearsal Hall/Room 105:

FROM: The College shall be permitted to utilize the Rehearsal Hall/room 105 in the Art Center for a maximum of twenty (20) hours per week under the terms of this Agreement. Any additional use of the Rehearsal Hall/room 105 by the College, exceeding the aforementioned twenty (20) hours per week, shall be billed to the College at the County's large room rental rate in effect at the time the use occurs. Currently, the large room rental rate is identified in the County's 03/04 fee schedule as \$15.00 per hour. The County shall maintain a master schedule for all uses of the Rehearsal Hall/room 105, and the County shall approve all reasonable requests by the College for use of the Rehearsal Hall/room 105, unless such a request conflicts with a previously scheduled activity. The College shall provide the County's Recreation Program Coordinator with written scheduling requests for the Rehearsal Hall/room 105 no later than two weeks prior to each planned activity.

As consideration for the College's use of the Rehearsal Hall/room 105, the College shall check-in and checkout keys to the Rehearsal Hall/room 105, during its normal business hours, to the individuals and groups identified by the County as authorized users of the Rehearsal Hall/room 105. The County shall provide the College with an updated list of authorized users on a regular basis as necessary to ensure the list is current.

TO: College or their lessee who occupies any portion of the Learning Center shall be permitted to utilize the Rehearsal Hall/room 105 in the Art Center for a maximum of twenty (20) hours per week under the terms of this Agreement. Any additional use of the Rehearsal Hall/room 105 under this section shall be billed by County or their designee to the user as specified at the time of rental at the County's current rate of Fifteen Dollars (\$15.00) per hour. Any request by the College or their lessee to use the Rehearsal Hall/room 105 will be submitted to the County or their designee and coordinated by the County or their designee. The County or their designee shall schedule all uses of the Rehearsal Hall/room 105 and shall approve all reasonable requests for use of the Rehearsal Hall/room 105, unless such a request conflicts with a previously scheduled activity. Written requests for the use of the Rehearsal Hall/room 105 must be received by the County or their designee no later than two (2) weeks prior to each planned activity.

4. **Remaining Terms Unchanged.** Except as modified as provided in this Amendment all other terms and conditions of the Operating Agreement as previously amended remain unchanged.

THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.

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

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

Chairman, Board of Supervisors


Date

ATTEST:

Robin Brigode, Clerk of the Board

Date

APPROVED AS TO CONTENT:



Reid H. Spaulding, Director, Facilities Management

10.8.13

Date

APPROVED AS TO FORM:



Regina L. Nassen, Deputy County Attorney

10.3.13

Date

**PIMA COUNTY COMMUNITY COLLEGE
DISTRICT, a political subdivision under the laws of
the State of Arizona:**

Lee D. Lambert, Chancellor

Date

APPROVED AS TO FORM:

Jeffrey Silvyn, General Counsel

Date

APPROVED AS TO CONTENT:

William Ward II, Vice Chancellor for Facilities

Date

Exhibit A – Learning Center floor plan
Exhibit B – Site Plan of Phase I & Phase II

EXHIBIT A

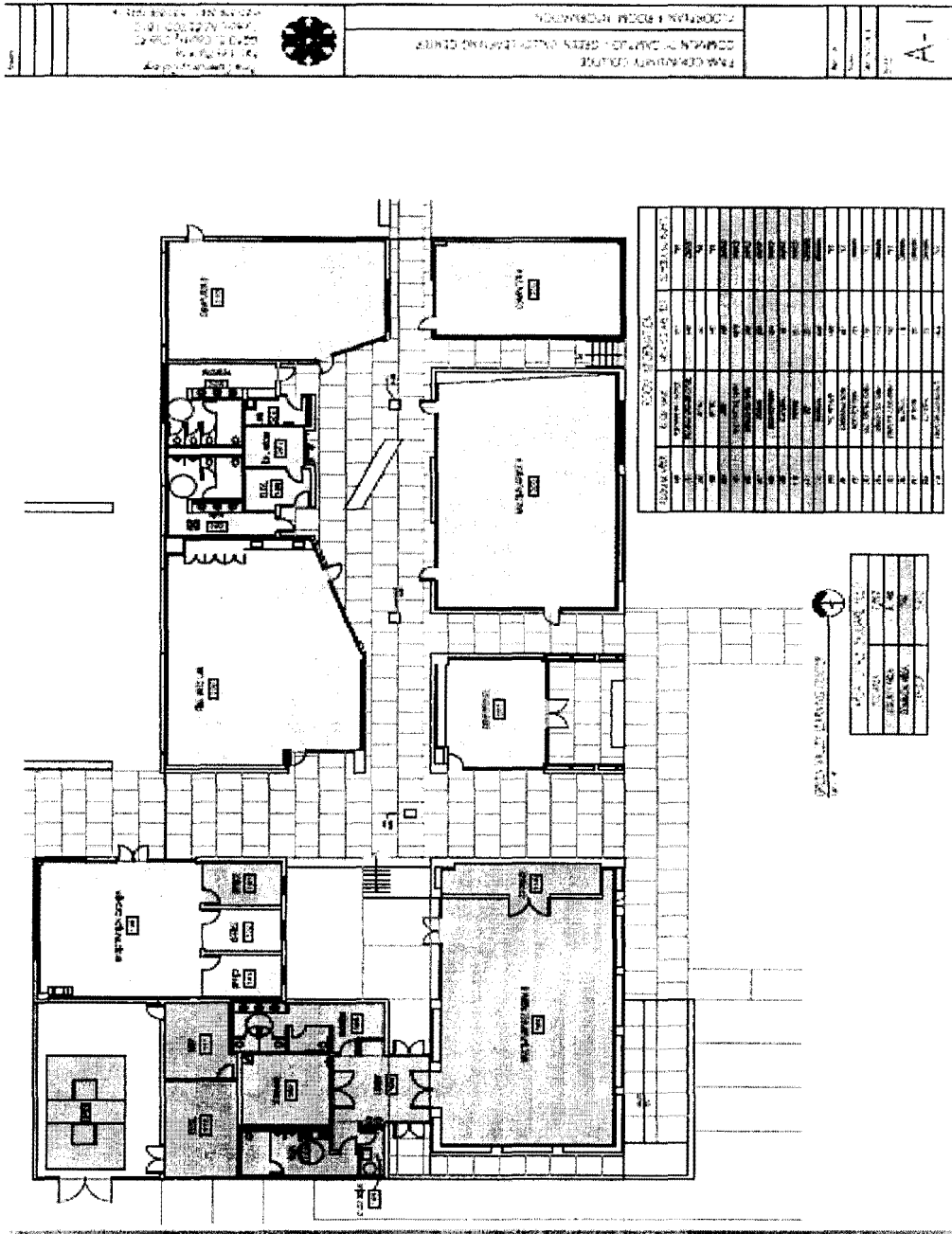
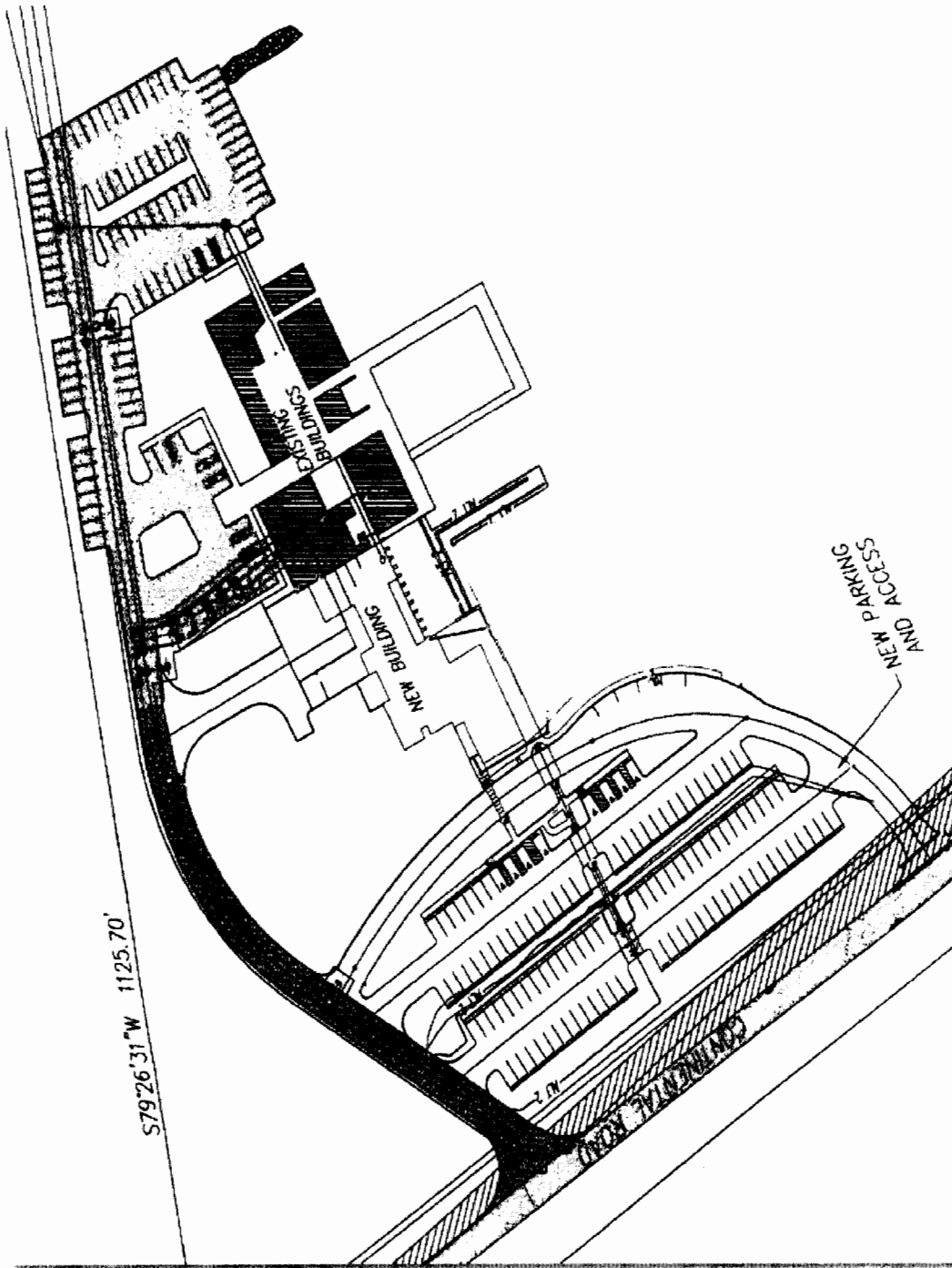


EXHIBIT B



Phase I =
 Phase II = white/no color