



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 1/24/2023
or Procurement Director Award: ☐

**=Mandatory, information must be provided*

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

Arizona Aviation Associates, LLC.

***Project Title/Description:**

Second amendment to Sheriff's Hangar Lease located at 1840 E. Valencia Rd.

***Purpose:**

To extend the lease for Sheriff's Hangar located at 1840 E. Valencia Road which expires on 3/31/2023 for an additional 4 months while new Hangar is being completed.

***Procurement Method:**

Exempt Per Section 11.04.020.

***Program Goals/Predicted Outcomes:**

Extend the Lease to allow time for the completion of the new Sheriff's hangar and allow time to transfer SD assets from existing location to new hangar location (1901 E. Aero Park Drive).

***Public Benefit:**

Extension allows for a timely and smooth transition of SD assets. Assures law enforcement air support operations may continue without disruption. Maintains safety of Public.

***Metrics Available to Measure Performance:**

Timely transition from existing location to new hangar. Uninterrupted SD operations. Continued SD services.

***Retroactive:**

No

TO: COB 12-20-22 (1)
Vers.: 39
pgs.: 3

DEC19'22PM0401 PD

THE APPLICABLE SECTION(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: SD Contract Number (i.e., 15-123): 12-074
Amendment No.: 2 AMS Version No.: 39
Commencement Date: 03/31/2023 Termination Date: 07/31/2023
Prior Contract No.(Synergen/CMS): 139345
☒ Expense ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 42,957.56
Is there revenue included? ☐ Yes ☒ No If Yes \$: _____
Funding Source(s) required: Sheriff's Department Budget
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:
*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: 11/17/2021
Deputy County Administrator Signature: _____ Date: 11/17/2022
County Administrator Signature: _____ Date: 11/17/2022

Pima County Department of Facilities Management

Project: Second amendment to Sheriff's Hangar Lease located at 1840 E. Valencia

Rd. Contractor: Arizona Aviation Associates, LLC.

Amount: \$ 42,957.56

Contract No.: CT-SD-12*74 (FNA 139345*)

Contract Amendment No.: 02

Orig. Contract Term: 4/17/2007-3/31/2023	Orig. Amount:	\$ 2,100,000.00
Termination Date Prior Amendment: N/A	Prior Amendments Amount:	\$ 00.00
Termination Date This Amendment: 7/31/2023	This Amendment Amount:	\$ 42,957.56
	Revised Total Amount:	\$ 2,142,957.56

SECOND AMENDMENT

THIS SECOND AMENDMENT TO LEASE (this "**Amendment**") is made by and between ARIZONA AVIATION ASSOCIATES, L.L.C., an Arizona limited liability company ("**Landlord**") and PIMA COUNTY, a subdivision of the State of Arizona ("**Tenant**"), with reference to the following facts, understandings and intentions of Landlord and Tenant (collectively, the "**Parties**" and each individually, a "**Party**");

RECITALS:

A. Landlord and Tenant are Parties to that certain Lease dated April 17, 2007 for the premises located on Parcel A-1(c) at the address 1840 E. Valencia Rd., Tucson, AZ 85706, as more particularly described in the Lease (the "**Premises**").

B. The Term of the Lease is set to expire on March 31, 2023 and Tenant has one (1) Option to Extend the Term of the Lease.

C. Landlord and Tenant desire to extend the Lease Term and amend the Lease as further set forth herein.

AGREEMENTS:

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals; Definitions.** The Parties agree that the Recitals set forth above are true and correct in all material respects. All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Lease.

2. **Lease Term Extension.** In lieu of Tenant's existing Option, Landlord and Tenant hereby covenant and agree that the Lease is hereby extended from March 31, 2023 to July 31, 2023 (the "**Extension Term**"). Base Rent per month during the Extension Term shall be equal to \$10,739.39 plus applicable Operating Expenses and Rental Tax.

3. **Month to Month Tenancy.** Not less than sixty (60) days prior to the end of the Extension Term, Tenant will provide Notice to Landlord of their desire to continue to occupy the Premises. Should Tenant continue to occupy the Premises after expiration of the Extension Term, Tenant will be deemed to be occupying the Premises as a Tenant from month to month, at the same Base Rent set forth in section 2, subject to all conditions, provisions, and obligations of this Lease insofar as the same are applicable to a month to month tenancy.

4. **Miscellaneous.**

(a) Without limiting the indemnification obligations of Tenant in favor of Landlord under the Lease, Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any and all injury, damages, or claims arising from or in connection with any broker, agent, or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this Amendment.

(b) This Amendment shall be binding upon Landlord and Tenant and their respective successors and assigns. As of the date hereof, Tenant acknowledges that no breach exists on the part of the Landlord under the Leases. Except as modified as expressly set forth in this Amendment, all of the terms and provisions of the Leases remain unchanged and in full force and effect and Landlord and Tenant ratify and confirm the same. Landlord and Tenant each acknowledge and agree that the Lease, as modified by this Amendment, sets forth the entire agreement between Landlord and Tenant.

(c) This Amendment may be executed in counterparts, each of which shall constitute an original, and which together shall constitute one and the same agreement. This Amendment may be executed or delivered by electronic or facsimile means, and copies of executed signature pages stored electronically in portable document format (.pdf) shall be binding as originals.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the undersigned have caused their authorized representatives to execute this Amendment to be effective as of the date set forth below (the "Effective Date").

PIMA COUNTY BOARD OF
SUPERVISORS

ARIZONA AVIATION ASSOCIATES,
L.L.C., an Arizona limited liability company

By: _____
Sharon Bronson
Chair, Board of Supervisors

By: _____
The Larsen Family Limited Partnership,
L.L.P., an Arizona limited liability
company
Its: Member

ATTEST:

Melissa Manriquez
Clerk of the Board

Date: _____

By: George C. Larsen Revocable Trust
u/a/d October 29, 2010

Its: General Partner

By: _____
George C. Larsen
Its: Trustee

APPROVED AS TO CONTENT:

Date: November 1, 2022

Elsa Josker
Director, Facilities Management

Date: 11/17/2022

CHIEF H. JAMES #1295
Pima County Sheriff's Department

Date: 11-16-22

APPROVED AS TO FORM:

Kyle Johnson
Deputy County Attorney

Date: _____

Signature Page

11/1/22

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SUPERVISORS

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L.L.C., an Arizona limited liability company

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Chair, Board of Supervisors

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Clerk of the Board

By: George C. Larsen Revocable Trust
u/a/d October 29, 2010
Its: General Partner

Date: _____

By: _____
George C. Larsen
Its: Trustee

APPROVED AS TO CONTENT:

Date: _____

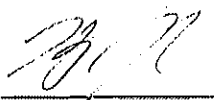
Lisa Josker
Director, Facilities Management

Date: _____

Pima County Sheriff's Department

Date: _____

APPROVED AS TO FORM:



Kyle Johnson
Deputy County Attorney

Date: 11/1/2022