



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: November 6, 2018

*\* = Mandatory, information must be provided*

or Procurement Director Award ☐

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

Arizona Board of Regents, for and on behalf of the University of Arizona

**\*Project Title/Description:**

A First Amendment to Lease that extends the term for an additional five (5) years as allowed in section 2 of the Lease Agreement.

**\*Purpose:**

This lease amendment will allow The University of Arizona Nutritional Sciences faculty to continue occupying offices and use the clinical assessment area of the tenants' premises in the Herbert K. Abrams Public Health building. The tenant has leased these same premises for the past five (5) years.

**\*Procurement Method:**

Exempt per Section 11.04.020

**\*Program Goals/Predicted Outcomes:**

The tenant will pay rent and their proportionate share of operating expenses during the extended five (5) year term.

**\*Public Benefit:**

The convenient location of the leased premises within the same Herbert K. Abrams Public Health building as the UA Family Medicine and Diabetes Clinics provides UA faculty and students a collaborative environment for diabetes and nutrition programs, research and public health studies which benefits patients and the community.

**\*Metrics Available to Measure Performance:**

Lease of the office and clinical assessment areas for public health complies with the use of the 1997 voter approved General Obligation bond H-10 CFMB13105.

**\*Retroactive:**

No.

Procure Dept 10/12/18 PM01:26

To: COB - 10-15-18  
pgs - 8  
(21)

**Contract / Award 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) 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 22-73.***Amendment / Revised Award Information**Document Type: CTN Department Code: FM Contract Number (i.e., 15-123): 14\*25Amendment No.: 1 AMS Version No.: 4Effective Date: 1/15/2019 New Termination Date: 1/14/2024

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense or ☒ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 1,597,038.20Is there revenue included? ☒ Yes ☐ No If Yes \$ 1,597,038.20**\*Funding Source(s) required:**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): \_\_\_\_\_

Effective 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: Melissa LoeschenDepartment: Facilities Management Telephone: 724-8230Department Director Signature/Date: [Signature] 10-11-18Deputy County Administrator Signature/Date: [Signature]County Administrator Signature/Date: C. D. [Signature] 10/11/18  
(Required for Board Agenda/Addendum Items)

**PIMA COUNTY DEPARTMENT OF:  
FACILITIES MANAGEMENT**

**LEASE:** 3950 South Country Club Road, Suite #330  
Tucson, Arizona

**TENANT:** Arizona Board of Regents for and on behalf  
of the University of Arizona

**LEASE NO.:** CTN-FM-14\*25 (Revenue)

**LEASE AMENDMENT NO.:** First (1)

**CONTRACT**

**NO.** CTN-FM-14-025

**AMENDMENT NO.** 01

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

<b>ORIGINAL LEASE TERM:</b>	1/15/14 - 1/14/19	<b>ORIG. LEASE AMOUNT:</b>	\$1,973,418.45
<b>TERMINATION DATE PRIOR AMENDMENT:</b>	NA	<b>PRIOR AMENDMENTS:</b>	\$ 0.00
<b>TERMINATION THIS AMENDMENT:</b>	1/14/24	<b>AMOUNT THIS AMEND.:</b>	\$1,597,038.20
		<b>REVISED LEASE AMOUNT:</b>	\$3,570,456.65

**FIRST AMENDMENT TO LEASE  
3950 SOUTH COUNTRY CLUB ROAD, SUITE #330  
TUCSON, ARIZONA**

1. **DEFINED TERMS.** For purposes of this Fourth Amendment, the following terms have the meanings set forth below:

1.1. Landlord: Pima County, a political subdivision of the State of Arizona (hereinafter referred to as "Landlord")

1.2. Tenant: ARIZONA BOARD OF REGENTS for and on behalf of the University of Arizona.

1.3. Leased Premises: Suite #330 in the building located on the third floor of 3950 S. Country Club Road, Tucson, Arizona, and known as the Abrams Public Health Building, consisting of approximately 17,378 usable square feet.

1.4. Lease: The Lease for the Leased Premises naming Tenant as tenant, which commenced on January 15, 2014.

2. **MODIFICATION OF LEASE.** Landlord and Tenant hereby agree to modify the terms of the Lease as follows:

2.1. Extension of Lease: Landlord and Tenant hereby agree to extend the term of the Lease for five (5) additional years from January 15, 2019 to January 14, 2024. Tenant does not have any remaining options to extend the term of the Lease.

2.2. Rules & Regulations: Updated Rules and Regulations are attached hereto as **Exhibit**  
UA COLLABORTORY 1st Amendment Page 1 of 8

**A.**

2.3. Notices: The address of the Tenant is shown below:

TENANT: Planning, Design & Construction  
Attn: Real Estate  
The University of Arizona  
220 W. 6<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Tucson, Arizona 85721  
Telephone: 520-621-3775

3. **REMAINING LEASE TERMS UNCHANGED.** All other provisions of the Lease not specifically changed by this First Amendment remain in effect and are binding upon the parties.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

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

**LANDLORD:**

PIMA COUNTY, a political subdivision of  
the State of Arizona

\_\_\_\_\_  
Richard Elias  
Chairman, Board of Supervisors

Date \_\_\_\_\_

**TENANT:**

ARIZONA BOARD OF REGENTS  
FOR THE UNIVERSITY OF ARIZONA

\_\_\_\_\_  
Bruce M. Vaughan  
Director, Real Estate Administration

Date 10/4/18

ATTEST:

\_\_\_\_\_  
Julie Castaneda, Clerk of the Board

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Lisa Josker, Director, Facilities Management

Date 10/4/18

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Attorney

**REGINA NASSEN**  
Date 10-8-2018

Exhibit A – Updated Rules and Regulations

Exhibit B – Desk top fans and a light owned by Tenant's employees

## **EXHIBIT A**

### **COUNTY'S RULES & REGULATIONS**

These Rules & Regulations have been adopted by County in order to set forth standards of conduct that will allow all tenants to enjoy a professional working environment that is compatible with the general character of the building. County reserves the right to make amendments and/or additions to these Rules and Regulations from time to time. These Rules and Regulations are in addition to and shall not be construed to modify or amend any of the terms, covenants, or agreements and conditions of a tenant's lease. Each tenant shall be responsible for informing its employees and invitees as to the provisions of these Rules and Regulations and to enforce same with respect to its employees and invitees. County may waive compliance with any one or more of these Rules and Regulations for the benefit of a tenant. Such waiver shall not be construed as a waiver for any other tenant, nor shall it prevent County from enforcing the same against any or all other tenants. These rules may only be enforced by County. The failure of County to enforce any Rule or Regulation shall not give any tenant the right to enforce same against another Building occupant. Any concerns about violations of the Rules and Regulations should be addressed to the Building Manager's office or to such other place as County may designate from time to time.

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the inside of the Building without the prior written consent of County. County shall have the right to remove any unapproved sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant. All approved signs must be placed or affixed on the wall adjacent to Tenant's entry doors. All approved signs shall be printed, painted, inscribed, affixed or removed at the expense of Tenant by a person approved by County. All walls or other structures where Tenant's signs have been affixed or attached must be restored to their original condition at Tenant's expense after removal of such signs.
2. Tenant shall not place anything or allow anything to be placed near any window, door, partition or wall that may appear unsightly from outside the Premises, nor shall Tenant cause any window in the Premises to be color treated.
3. The sidewalks, exits and entrances, shall not be obstructed by Tenant or used for any purpose other than for ingress and egress from Tenant's Premises.
4. Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises without prior written consent of County, which will not be unreasonably withheld. County shall have no obligation to open Tenant's Premises due to the loss of keys by Tenant. All requests to open Tenant's Premises to guests or employees must be made by Tenant to County. If Tenant needs to have its leased Premises rekeyed for any reason, Tenant shall use the County's authorized building locksmith. Any rekeying shall keep the applicable lock on the existing building master keyway. Tenant shall bear the entire cost of rekeying, unless the rekeying is requested by County. Any installation or repair of specialty locks shall be at Tenant's expense. Tenant assumes all

responsibility for protecting its Premises from theft, robbery, and pilferage, including but not limited to, keeping all means of entry to Premises closed and locked.

5. The plumbing facilities shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by the Tenant whose employee, agent or invitee shall have caused it.
6. Tenant shall not deface the Premises or any part thereof. Tenant will not install, affix or fasten to the rooftop any signs, satellites, or antennas without the prior written approval of County. County may require design drawings, specifications and/or weight load structural tests prior to granting approval for any rooftop installation. Tenant shall bear the entire expense of any drawings or tests to be submitted to County for approval.
7. All moving of furniture, freight, equipment or any other items into or out of the Building shall be done at such time and in such manner as County will designate and considers the schedule of the other Building occupant. Any damage to the doors, frames, walls or ceilings caused by Tenant or Tenant's invitees or moving contractors will be repaired at Tenant's expense to County's satisfaction.
8. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to the County or the other occupant of the Building by reason of noise, odors and/or vibrations, or that would interfere in any way with the other Building occupant or those having business therein. No animals shall be brought in or kept in or about the Premises or the Building except service animals.
9. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline, or flammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by County.
10. Tenant acknowledges that periodically the Tucson Fire Department or other contractor or representative of the County will inspect the Premises for Fire Code compliance and fire, sprinkler, and alarm testing. Tenant, and its employees, contractors and invitees shall comply with any fire safety and handicap procedures and regulations established by the County and/or any governmental agency. Tenant shall distribute to its employees, representatives, contractors and invitees a copy of these Rules and Regulations and all fire drill safety and handicap material provided to it from time-to-time by County and/or any governmental agency. If an audible fire alarm is sounded in the Building or Premises, Tenant must take immediate and prudent actions to evacuate its employees, or guests from the Building or Premises through designated exits as posted by County. Tenant shall notify County in writing of the emergency contact information of two on-site employees or representatives who are responsible for emergency evacuations or fire drills for their Premises. Tenant is responsible for notifying the County in writing of any changes to such

assignments. Each Tenant will notify the County of any handicapped occupants or other individuals who may require special assistance in the event of an emergency.

11. County will direct electricians and/or phone installation employees or contractors as to where and how telephone and computer network cables are to be introduced. No boring or cutting for wires will be allowed without the consent of the County. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of County.
12. Outside of Business Hours, Tenant and its employees may access the Building or the Premises by using keys assigned by County. The County shall in no case be liable for damages with regard to the admission to or exclusion from the Building or Premises of any person. In case of invasion, mob, fire alarm, bomb threat, riot, public excitement, or other commotion, County reserves the right to prevent access to the Building or Premises during the continuance of the same by closing of the doors or otherwise, for the safety of the Building or Premises occupants and the protection of the Building Or Premises.
13. County reserves the right to exclude or expel from the Building any person who, in the judgment of County, is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building or impair the safety of any Tenant, employee, or contractor of County.
14. No machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the County.
15. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same by others.
16. County shall have the right to control and operate the Common Area(s), and the public facilities, and heating and air conditioning, in such manner as County deems best for the benefit and safety of the Building occupants generally.
17. All entrance doors in the Premises shall be locked when the Premises are not in use. All emergency fire exit doors must remain free of debris from both the interior and exterior and remain locked when not in use.
18. All exterior areas adjacent to the Premises shall be kept clean and free from dirt and rubbish by Tenant and Tenant shall not place or permit any obstruction or merchandise in such areas.
19. There will be no storage, temporary or permanent, of bicycles, refuse containers or other such unsightly materials outside of the Premises except in County approved bike storage racks/ facilities or refuse containers.
20. Upon the termination of the tenancy, Tenant shall deliver to County all keys to the Premises and security access cards for the Building that have been furnished to Tenant.



21. No electrical cooking appliances of any type other than microwave ovens and coffee machines located in the kitchen/breakroom are allowed in the Premises.
22. No space heaters, floor fans or floor lamps are allowed at any time in the Premises. Existing small desk top personal fans and lights as shown in **Exhibit B** are permitted.

**EXHIBIT B**  
**EXISTING PERSONAL DESK TOP FANS & LIGHTING**

