



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

Award Contract Grant

Requested Board Meeting Date: February 5, 2019

* = Mandatory, information must be provided

or Procurement Director Award

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

Lease Agreement for the North Clinic, 3550 North First Avenue

***Project Title/Description:**

Lease Amendment #2 for Assignment of Lease

***Purpose:**

This lease amendment is for 1) the assignment of lease to new ownership of the landlord from Pacific Income Properties, LLC to Bruce Wayne, LLC and 2) extends term of lease for one year with a one year option. The CT number changed from CT-FM-15*473 to CT-FM-19*323 due to new ownership requiring new vender number.

***Procurement Method:**

Exempt per Section 11.04.020

***Program Goals/Predicted Outcomes:**

Health Department provides medical clinical and family planning services to clients in Mid-Town and North areas of Tucson. The current rental rate continues during the one year term extension and remaining lease terms are unchanged except as modified by the 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

JAN 28 19PM 01:36 POC:KJF:BJ
[Signature]

To: COD - 1-28-19
pfs - 6
(1)
Addendum

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:** Health Department Budget. Continuation of current HD budget split 50/50 between fund 2002, unit 2887 and fund 2002, unit 2897.

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: CT Department Code: FM Contract Number (i.e.,15-123): 19-323

Amendment No.: two (2) AMS Version No.: _____

Effective Date: February 5, 2019 New Termination Date: June 30, 2020

Prior Contract No. (Synergen/CMS): CT-FM-15*473

Expense or Revenue Increase Decrease Amount This Amendment: \$ 128,247.07

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

***Funding Source(s) required:** Continuation of current HD budget split 50/50 between fund 2002, unit 2887 and fund 2002, unit 2897. Health 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): _____

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: Roberta Small

Department: Facilities Management Telephone: 520-724-9870

Department Director Signature/Date: [Signature] 1/25/19

Deputy County Administrator Signature/Date: [Signature] 1/26/2019

County Administrator Signature/Date: [Signature] 1/20/19
(Required for Board Agenda/Addendum Items)

<p>PIMA COUNTY DEPARTMENT OF: FACILITIES MANAGEMENT</p> <p>LEASE: Lease Agreement for the North Clinic, 3550 North First Avenue</p> <p>LANDLORD: BRUCE WAYNE, LLC an Arizona limited liability company</p> <p>LEASE NO: CT-FM-19*323</p> <p>LEASE AMENDMENT NO.: Two (2)</p>	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">CONTRACT</td> </tr> <tr> <td>NO. <u>CT-FM-19-323</u></td> </tr> <tr> <td>AMENDMENT NO. <u>02</u></td> </tr> <tr> <td style="font-size: small;">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>	CONTRACT	NO. <u>CT-FM-19-323</u>	AMENDMENT NO. <u>02</u>	This number must appear on all invoices, correspondence and documents pertaining to this contract.
CONTRACT					
NO. <u>CT-FM-19-323</u>					
AMENDMENT NO. <u>02</u>					
This number must appear on all invoices, correspondence and documents pertaining to this contract.					

ORIGINAL LEASE TERM:	07/01/15-06/30/17	ORIG. LEASE AMOUNT:	\$252,111.88
TERMINATION DATE PRIOR AMENDMENT:	06/30/19	PRIOR AMENDMENTS:	\$256,494.12
TERMINATION THIS AMENDMENT:	06/30/20	THIS AMENDMENT:	\$128,247.07
		REVISED LEASE AMOUNT:	\$636,853.07

LEASE AMENDMENT #2 for ASSIGNMENT OF LEASE

1. **DEFINED TERMS.** For purposes of this Assignment and Second Amendment (“Amendment”), the following terms have the meanings set forth below:
 - 1.1. Tenant: PIMA COUNTY, a political subdivision of the State of Arizona
 - 1.2. Existing Landlord: PACIFIC INCOME PROPERTIES, LLC, an Arizona limited liability company
 - 1.3. New Landlord: BRUCE WAYNE, LLC, an Arizona limited liability company
 - 1.4. Leased Premises: Suite 280 in the building located at 3550 North First Avenue, Tucson Arizona, commonly known as Weston Plaza, consisting of approximately 8,150 square feet.
 - 1.5. Lease: The lease for the Leased Premises naming the Existing Landlord as landlord, that commenced on July 1, 2015 and the subsequent First Amendment to Lease effective July 1, 2017. The current Term of the Lease expires as of June 30, 2019.

2. **ASSIGNMENT AND ASSUMPTION OF LEASE.** Existing Landlord has conveyed to New Landlord all its right, title and interest in the property that contains the Leased Premises. Existing Landlord hereby assigns all of its rights and obligations under the Lease to New Landlord, and New Landlord hereby accepts the assignment and assumes all rights and obligations of Existing Tenant under the Lease. New Landlord acknowledges that Tenant is fully in compliance with the Lease as of the date of this Amendment. New Landlord will

henceforth be the "Landlord" under the Lease. By executing this Amendment of Lease, Tenant consents to the assignment of the Lease from Existing Landlord to New Landlord.

- 3. **LEASE EXTENSION.** The Term of the lease is hereby extended to June 30, 2020. Tenant may extend the Term for one additional year, with notice to Landlord.
- 4. **NOTICE.** Any notice required or permitted to be given under the Lease as amended shall be in writing and shall be served by personal delivery or United States mail service, upon the other party as follows:

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

New Landlord: Bruce Wayne, LLC
3550 N. 1st Avenue, Ste. 100
Tucson, Arizona 85719

- 5. **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.
- 6. **REMAINING LEASE TERMS UNCHANGED.** Except as modified by this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

TENANT

Pima County, a political subdivision of the State of Arizona

Richard Elias
Chairman, Board of Supervisors

Date: _____

EXISTING LANDLORD

Pacific Income Properties, an Arizona limited liability company

Daniel Leung
Its: Manager

Date: _____

ATTEST:

Julie Castaneda
Clerk of the Board

Date: _____

NEW LANDLORD

Bruce Wayne, LLC, an Arizona limited liability company

Dewayne S. Even, Manager/Member

Date: _____

APPROVED AS TO CONTENT:



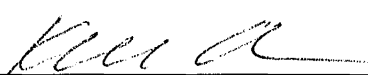
Lisa Josker, Director, Facilities Management

Date: 1/25/19

Marcy Flanagan, Director Pima County Health Department
Health Department

Date: _____

APPROVED AS TO FORM:

 **KELL OLSON**, *for*

Regina Nassen, Deputy Pima County Attorney

Date: _____

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

TENANT

Pima County, a political subdivision of the State of Arizona

Richard Elias
Chairman, Board of Supervisors

Date: _____

EXISTING LANDLORD

Pacific Income Properties, an Arizona limited liability company

Daniel Leung
Its: Manager

Date: _____

ATTEST:

Julie Castaneda
Clerk of the Board

Date: _____

NEW LANDLORD

Bruce Wayne, LLC, an Arizona limited liability company

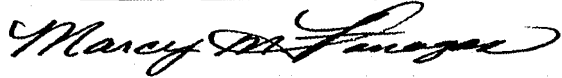
Dewayne S. Even, Manager/Member

Date: _____

APPROVED AS TO CONTENT:

Lisa Josker, Director, Facilities Management

Date: _____



Marcy Flanagan, Director Pima County Health Department
Health Department

Date: Jan. 17, 2019

APPROVED AS TO FORM:

Regina Nassen, Deputy Pima County Attorney

Date: _____

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

TENANT

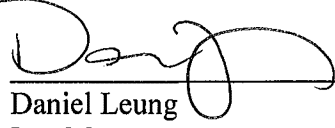
Pima County, a political subdivision of the State of Arizona

Richard Elias
Chairman, Board of Supervisors

Date: _____

EXISTING LANDLORD

Pacific Income Properties, an Arizona limited liability company



Daniel Leung
Its: Manager

Date: 1/18/19

ATTEST:

Julie Castaneda
Clerk of the Board

Date: _____

NEW LANDLORD

Bruce Wayne, LLC, an Arizona limited liability company

Dewayne S. Even, Manager/Member

Date: _____

APPROVED AS TO CONTENT:

Lisa Josker, Director, Facilities Management

Date: _____

Marcy Flanagan, Director Pima County Health Department
Health Department

Date: _____

APPROVED AS TO FORM:

Regina Nassen, Deputy Pima County Attorney

Date: _____

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

TENANT

Pima County, a political subdivision of the State of Arizona

Richard Elias
Chairman, Board of Supervisors

Date: _____

EXISTING LANDLORD

Pacific Income Properties, an Arizona limited liability company

Daniel Leung
Its: Manager

Date: _____

ATTEST:

Julie Castaneda
Clerk of the Board

Date: _____

NEW LANDLORD

Bruce Wayne, LLC, an Arizona limited liability company

Dewayne S. Even
Dewayne S. Even, Manager/Member

Date: 1/22/2019

APPROVED AS TO CONTENT:

Lisa Josker, Director, Facilities Management

Date: _____

Marcy Flanagan, Director Pima County Health Department
Health Department

Date: _____

APPROVED AS TO FORM:

Regina Nassen, Deputy Pima County Attorney

Date: _____