



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☒ Award ☐ Contract ☐ Grant

Requested Board Meeting Date: May 4, 2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

De La Warr Investment Corporation, a Delaware corporation.

***Project Title/Description:**

Lease Amendment Seven (7) to renew lease of 33. N. Stone,#850, Tucson AZ.

***Purpose:**

Renew lease for (1) year and add two (2) new options to renew in one (1) year increments.

***Procurement Method:**

Exempt per Section 11.04.020.

***Program Goals/Predicted Outcomes:**

Continued revenue generation for County by keeping suite occupied by private tenant.

***Public Benefit:**

Receipt of approximately \$28,162.00 rent revenue during this 1 year renewal.

***Metrics Available to Measure Performance:**

Full and timely payment of rent during the lease period.

***Retroactive:**

No.

TO: COB 4-2-21 (2)
VER: 7
PGS.: 3

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
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 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 22-10.

Amendment / Revised Award Information

Document Type: CTN Department Code: FM Contract Number (i.e., 15-123): CMS139839
Amendment No.: 7 AMS Version No.: 7
Commencement Date: 06/01/2003 New Termination Date: 05/31/2022
Prior Contract No. (Synergen/CMS): _____
☐ Expense or ☒ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 28,162.20

Is there revenue included? ☒ Yes ☐ No If Yes \$ 28,162.20

***Funding Source(s) required:** Tenant funds.

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:**

*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: Nina Armstrong
Department: Facilities Management Telephone: 724-2725
Department Director Signature/Date: [Signature] 3/31/2021
Deputy County Administrator Signature/Date: [Signature] 3/31/2021
County Administrator Signature/Date: C. R. Dubuque 3/31/21
(Required for Board Agenda/Addendum Items)

PIMA COUNTY

FACILITIES MANAGEMENT DEPARTMENT

PROJECT: Lease Amendment Seven (7) to Lease of 33 N. Stone, #850, Tucson, AZ.

LANDLORD: PIMA COUNTY

TENANT: DE LA WARR INVESTMENT CORPORATION, a Delaware corporation.

PROPERTY: 33 N. Stone, #850, Tucson, AZ

CONTRACT NO.: CTN-FM-CMS 139839

ORIGINAL LEASE TERM: 06/01/03 - 05/31/06

TERMINATION DATE PRIOR AMENDMENT: 5/31/21

TERMINATION THIS AMENDMENT: 5/31/22

ORIG. LEASE AMOUNT: \$ 60,235.44

PRIOR AMENDMENTS: \$ 388,485.00

AMOUNT THIS AMENDMENT: \$ 28,162.20

REVISED LEASE AMOUNT: \$ 476,882.64

LEASE AMENDMENT SEVEN (7)

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

1.1. Landlord. Pima County, a political subdivision of the State of Arizona.

1.2. Tenant. De La Warr Investment Corporation, a Delaware corporation.

1.3. Leased Premises. Suite 850 in Landlord's building located at 33 N. Stone Ave., Tucson, Arizona 85701, commonly known as the Bank of America Building, consisting of approximately 1,255 rentable square feet.

1.4. Lease. The Lease for the Leased Premises naming Tenant as tenant, dated April 21, 2003 and all amendments thereto.

1.5. Effective Date: June 1, 2021.

2. **BACKGROUND.**

2.1. Tenant and Landlord entered into the Lease, which has been amended six times. The Sixth Amendment to the Lease extended the Term to May 31, 2021, and provided Tenant with one (1) new option to further extend the Term for one (1) year, from June 1, 2021 through May 31, 2022 (the "**Extension Period**"). Tenant has exercised this option to extend and remain in the Premises, and properly gave Landlord timely notice of Tenant's election to exercise its option. Landlord accepted Tenant's notice and agreed to extending the Term.

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

3.1. Extension of Lease. The Term of the Lease is hereby extended for the Extension Period of one (1) additional year, which will begin on June 1, 2021 and terminate on May 31, 2022.

- 3.2. Options to Extend. Landlord hereby grants Tenant two (2) new options to further extend the Lease for one (1) additional year each (the "**Option Periods**"). Each Option Period is exercisable by Tenant giving Landlord written notice of Tenant's election to extend the Lease by no later than March 1st of the then-current Term. If exercised, the first Option Period will begin on June 1, 2022 and terminate on May 31, 2023. The second Option Period, if exercised, will begin on June 1, 2023 and terminate on May 31, 2024.
- 3.3. Base Rent Schedule. The Base Rent during the Extension Period and both Option Periods shall be:


Lease Year	\$ / SF	Monthly Base Rent	Annual Base Rent
Extension Period: 6-01-2021 through 5-31-2022	\$ 22.44	\$ 2,346.85	\$ 28,162.20
1st Renewal Option: 6-01-2022 through 5-31-2023	\$ 22.44	\$ 2,346.85	\$ 28,162.20
2nd Renewal Option: 6-01-2023 through 5-31-2024	\$ 22.44	\$ 2,346.85	\$ 28,162.20

4. **REMAINING LEASE TERMS UNCHANGED.** Except as modified by this Lease Amendment Seven (7), all terms and conditions of the Lease, as previously amended, remain in full force and effect.

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.

TENANT: De La Warr Investment Corporation, a Delaware Corporation:



Geoffrey P. Shepard
President and Director

30 MAR 2021

Date

LANDLORD: Pima County, a political subdivision of the State of Arizona:

Sharon Bronson, Chair, Board of Supervisors

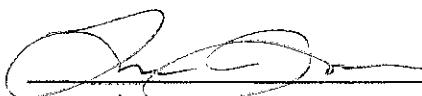
Date

ATTEST:

Julie Castañeda
Clerk of the Board

Date

APPROVED AS TO CONTENT:

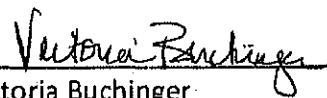


Lisa Josker
Director, Facilities Management

3/31/2021

Date

APPROVED AS TO FORM:



Victoria Buchinger
Deputy County Attorney

3/30/21

Date