



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: Oct. 17, 2017

* = Mandatory, Information must be provided

or Procurement Director Award ☐

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

BANK OF AMERICA, NATIONAL ASSOCIATION

***Project Title/Description:**

Ninth Amendment to Branch Lease, 33 N. Stone, Suite 100.

***Purpose:**

Exercise 5 year renewal option in current lease; add one (1) additional 5 year renewal option to maintain two (2) 5 year renewal options; eliminate County obligation to make repairs and maintenance to suite; reduce leased premises from approx. 10,983 sq. feet to approximately 125 sq. feet; tenant will build, pay for, repair and maintain new ATM enclosure in the retained 125 sq. feet.

***Procurement Method:**

Procurement Exempt per County Contract Policy # D 29.4.XI.(G)

***Program Goals/Predicted Outcomes:**

Generates \$102,000 revenue at no cost to County.

***Public Benefit:**

Keeps Bank of America banking presence downtown for benefit and convenience of public and County employees.

***Metrics Available to Measure Performance:**

Rent received throughout extended lease period(s).

***Retroactive:**

No.

To: COB- 9.28.17
Pgs- 12

Procure Dept 09/27/17 PM01:26

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: Tenant.

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No

*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): CMS-140702

Amendment No.: Ninth AMS Version No.: 5

Effective Date: 11-1-2017 New Termination Date: 9-30-2022

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☒ Revenue ☐ Increase ☒ Decrease Amount This Amendment: \$ 102,000.00

Is there revenue included? ☒ Yes ☐ No If Yes \$ 102,000.00

*Funding Source(s) required: Tenant rent payments (\$90,000 rent plus \$12,000 flat rate utilities).

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: Nina Armstrong

Department: Facilities Management

Telephone: 724-2725

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____
(Required for Board Agenda/Addendum Items)

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

NINTH AMENDMENT
TO
BRANCH LEASE
33 N STONE, TUCSON, AZ
SUITE 100

THIS NINTH AMENDMENT TO BRANCH LEASE (the "Ninth Amendment") is made and entered into as of October 17, 2017 (the "Effective Date"), by and between PIMA COUNTY, a political subdivision of the State of Arizona and successor-in-interest to 33 N. Stone Partners and Tower Development Corp. ("Landlord") and BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association and successor-in-interest to The Arizona Bank ("Tenant"), with reference to the following recitals:

RECITALS:

The predecessors-in-interest to Landlord and Tenant previously entered into a "Branch Lease" dated November 8, 1974 (a memorandum of which was recorded April 17, 1975, in Docket 4998, at page 45, as amended July 1, 1975 and re-recorded July 8, 1975 in Docket 5054, at page 114, records of Pima County, Arizona), and thereafter the Branch Lease was subsequently amended pursuant to that certain First Amendment to Branch Lease dated July 1, 1975 (the "First Amendment"), by that certain Second Amendment to Leases dated September 6, 1977 (the "Second Amendment"), by that certain Third Amendment to Branch Lease of uncertain date, by that certain Third Amendment to Leases dated September 1, 1991, as further amended by that certain Fourth Amendment to Leases and Clarification of Purchase Rights dated January 9, 2002 ("Fourth Amendment"), by that certain Fifth Amendment to Branch Lease made and entered into effective October 31, 2006 (the "Fifth Amendment"), by that certain letter agreement dated September 6, 2005, by that certain Sixth Amendment to Branch Lease made and entered into on May 26, 2009 ("Sixth Amendment"), by that certain Seventh Amendment to Branch Lease dated July 1, 2015 ("Seventh Amendment") and by that certain Eighth Amendment to Branch Lease dated November 10, 2015 ("Eighth Amendment") (collectively, the "Branch Lease").

Pursuant to the Branch Lease, Tenant currently leases from Landlord Suite 100 and a percentage of the common area in the building located at 33 North Stone Avenue, Tucson, Arizona, and formerly known as the Bank of America Plaza (the "Building"), consisting of approximately 11,108 rentable square feet including Tenant's allocated percentage of the common area (the "Existing Leased Premises"), as more particularly described in the Branch Lease.

By this Ninth Amendment, Landlord and Tenant desire to reduce the size of the Leased Premises and amend, modify and change certain provisions of the Branch Lease in accordance with the terms and conditions hereinafter set forth:

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby agree to amend the Branch Lease as follows:

1. Recitals. The Parties hereby affirm the foregoing recitals as true and correct and incorporate them herein by this reference.

2. Defined Terms. The capitalized terms used herein and not otherwise defined herein will have the meaning assigned to them in the Branch Lease.

3. Extension of Lease. The current Branch Lease term is scheduled to expire on October 31, 2017. Landlord and Tenant hereby agree to extend the term of the Branch Lease for a period of five (5) years, commencing as of November 1, 2017 and ending at 11:59 p.m. on **October 31, 2022** (the "Extended Term"). The Extended Term will be upon the same terms and conditions set forth in the Branch Lease, except as modified by this Ninth Amendment. This extension evidences the exercise of the first of the two options to renew the Branch Lease as set forth in the Eighth Amendment to Branch Lease. Therefore, one (1) option to renew the Branch Lease remains in effect and Tenant is hereby granted one (1) additional option to renew, as is set forth in Section 5 below.

4. Monthly Rental. Monthly Rental during the Extended Term will be as follows:

<u>Extended Term</u>	<u>Annual Rental</u>	<u>Monthly Rental Installments</u>
November 1, 2017 – October 31, 2022	\$18,000.00	\$1,500.00

5. Additional Options. Section 2.4 of the Branch Lease, as amended by Section 4.3 of the Fifth Amendment and Section 5 of the Eighth Amendment, is hereby deleted in its entirety. Any other provisions of the Branch Lease to the contrary notwithstanding, provided that Tenant gives notice to Landlord in writing, no less than six (6) months prior to the expiration of the then-current term of the Branch Lease, Tenant will have two (2) options (the "Additional Options") to extend the term of the Branch Lease beyond the Extended Term for periods of five (5) years each (the "First Additional Option Period" and "Second Additional Option Period," respectively), which are exercisable by Tenant in Tenant's sole determination. The Additional Option Periods will be upon all of the terms and conditions of the Branch Lease as modified and in effect during the Term, except for Monthly Rental, which will be equal to:

<u>First Additional Option Period</u>	<u>Annual Rental</u>	<u>Monthly Rental Installments</u>
November 1, 2022 – October 31, 2027	\$19,800.00	\$1,650.00

<u>Second Additional Option Period</u>	<u>Annual Rental</u>	<u>Monthly Rental Installments</u>
November 1, 2027 – October 31, 2032	\$21,780.00	\$1,815.00

Should Tenant fail to timely exercise an Additional Option, Tenant's right to exercise such option will not lapse until Landlord delivers written notice to Tenant that such notice to exercise the Additional Option has not been delivered (the "Renewal Reminder") and Tenant thereafter fails to exercise the Additional Option within ten (10) days following the delivery of the Renewal Reminder.

6. ATM Contraction. On **October 31, 2017** (the "Space Reduction Date"), Tenant will surrender approximately **10,983** square feet of the Existing Leased Premises (the "Surrendered Space"), which represents all but approximately **125** square feet (the "ATM Premises"), as hereinafter described. Tenant will have the right to install and maintain within the ATM Premises one (1) server room with a dedicated exterior access door and one (1) exterior through-the-wall automated teller machine or other self-service banking device, and any upgrades thereto or replacements thereof, in the approximate location depicted on Exhibit A and Exhibit A-1 attached hereto. Tenant may use the ATM Premises for the operation of, or use of services for the operation of exterior automated teller machines or other self-service banking devices capable of accepting and operating with any and all credit, debit, and/or identification cards, or by other means, as may exist in the future through advances in technology, including but not limited to devices used to make and/or receive deposits, make loans to the general public, open accounts, and provide video or other remote access to representatives of Tenant, including but not limited to so-called "ATMs with Teller Assist" and/or "Video Teller Machines" (individually and collectively, as the context may require, "ATM"), subject to the terms and conditions below:

- 6.1 From and after the Space Reduction Date, the term "Leased Premises" as defined in the Branch Lease will refer only to the ATM Premises and Monthly Rental will be reduced as provided above to reflect the reduced size of the Leased Premises. All provisions related to additional rent under the Branch Lease, as amended, with respect to operating costs, taxes, insurance (other than Tenant's insurance) and utility usage (including but not limited to Article IV, Section 5.1, and Article VI the Branch Lease; Sections 4 through 8 of the First Amendment; and Sections 5.1, 5.2, and 5.3 of the Fifth Amendment) will be automatically deleted as of the Space Reduction Date, and Tenant will thereafter pay a flat fee of **\$200.00 per month** for electricity serving the ATM Premises, which fee is subject to change at Landlord's sole discretion if the electric utility company, currently Tucson Electric Power Company, changes its rates.

In addition, Tenant will also pay all lawfully levied commercial lease taxes applicable to the ATM Premises, and pay all costs for the maintenance and repair of the ATM Premises. Landlord may, in its sole discretion and on a case-by-case basis, permit Tenant to perform maintenance and repairs on the electrical system serving and in the ATM Premises.

- 6.2 Monthly Rental and all other obligations and covenants arising under the Branch Lease (as amended hereby) with respect to the Surrendered Space will be performed and paid through and apportioned as of the Space Reduction Date and neither party will have any rights, estates, liabilities or obligations under the

Branch Lease (as amended hereby) with respect to the Surrendered Space accruing after such Space Reduction Date.

- 6.3 Tenant will perform certain work within the Building to separate the ATM Premises from the Surrendered Space, which may include (i) removal of the interior door currently accessing the ATM and construction of a demising wall; (ii) the construction of an exterior service door and slab; (iii) the separation of Tenant's HVAC system or installation of a supplemental HVAC system so that it serves only the ATM Premises; (iv) the relocation of Tenant's electrical panel into the ATM Premises; (v) installation of Tenant's standard surround and sunscreen on the ATM, all at Tenant's sole cost and expense. The location of the ATM Premises and Tenant's work are depicted on **Exhibit A-1** attached hereto. Landlord has the right to review, oversee, inspect and approve all work performed by or on behalf of Tenant.
7. Tenant will obtain any and all necessary permits, approvals or licenses for Tenant's work in the ATM Premises. Landlord will cooperate with Tenant in obtaining all such required permits, approvals and licenses. In the event that Tenant is unable to obtain Landlord approval or required permits for the ATM and the construction of the ATM Premises within sixty (60) days after the Effective Date, or Tenant determines that the ATM Premises is unsuitable for its operations for any reason, Tenant will have the right to terminate the Branch Lease upon giving a fifteen (15) day written notice to Landlord, and Tenant will remove the existing ATM and equipment from the ATM Premises on or before the termination date specified in Tenant's notice. In the event of such termination by Tenant, Tenant will, at its sole cost and expense, restore the ATM Premises and the Surrendered Space to substantially the same condition they were in on August 21, 2017, the date decommissioning of Tenant's bank branch was completed.
8. Tenant will submit final plans for the location and installation of the server room for the ATM to Landlord prior to commencing installation, and Landlord will not unreasonably withhold, condition or delay its approval of such plans. Within fifteen (15) days after receipt of Tenant's final plans, Landlord will notify Tenant of any changes Landlord may reasonably require. If Landlord fails to notify Tenant of any such changes within such fifteen (15) day period, Landlord will be deemed to have approved Tenant's plans. Tenant will have the right to finalize and make minor modifications to the plans without Landlord's consent, as needed to obtain permits.
9. Upon receipt of required permits and approvals, Tenant will, at its sole option and expense, construct Tenant's improvements, including server room, demising wall, access door, and electrical and telephone lines to the ATM, all related meters and, if required, one quad receptacle with one dedicated circuit for Tenant's video and telephone equipment; however, throughout the Term, Landlord (i) will provide at Landlord's sole expense, an electric stub and panel, adequate for Tenant's use within the interior of the ATM Premises with conduit for Tenant to connect to a source of electricity and telecommunications for the Building, using reasonable efforts to

coordinate the location, number and size of said conduits with Tenant, and (ii) covenants to ensure unobstructed access to all utilities to the boundary of the ATM Premises for Tenant's installation and use of such utilities in connection with the ATM.

10. Tenant will have the right, and Landlord will cooperate with Tenant, to interface Landlord's fire control system with Tenant's fire control system, if any, and to effectuate any reasonable connections between said two (2) systems.
11. Landlord acknowledges that the ATM installed by Tenant in the Building will require Tenant to construct a server room with dedicated access within the Building. In the event that Tenant's construction work is not completed prior to the Space Reduction Date, Tenant will coordinate access and construction with Landlord's property management contact in advance of such work, and Landlord will grant Tenant, its employees, agents and contractors the right to access and use adjacent portions of the Building outside of the ATM Premises (within the Surrendered Space) as a construction and staging area during Tenant's work, as necessary; provided, however, that any such access period beyond **December 31, 2017** will be subject to Landlord's reasonable approval.
12. Subject to Landlord's prior consent, Tenant will have the right to provide reasonable security and lighting for the ATM in accordance with the requirements of applicable law and Tenant's applicable standards. Tenant may modify and/or provide additional security and/or lighting in connection with its ATM at any time. If required by applicable law or deemed reasonably necessary by Tenant, in its sole discretion, to protect the health and safety of its customers, agents, employees, contractors and invitees, Tenant will have the right, at Tenant's sole cost and expense and subject to the prior approval of Landlord, which approval will not be unreasonably withheld, conditioned or delayed, to add supplemental security measures and/or lighting in the common areas outside of the Leased Premises. Tenant will have the right to upgrade and replace the ATM in its discretion, so long as the dimensions of the ATM Premises and the exterior wall penetration for the ATM do not change.
13. As of the Space Reduction Date, the number of reserved parking spaces allowed under Section 3 of the Seventh Amendment will be reduced from ten (10) reserved parking spaces to zero (0) and Tenant will no longer have access to reserved parking spaces in the Building. Tenant will return all parking and building access cards to Landlord within three (3) days after the Space Reduction Date. Failure to do so will result in Tenant being charged \$25.00 for each access card not returned.
14. Protected Items. Tenant's personal property will include the ATM and all cash and securities, computer servers, software, intellectual property and property which could reasonably be expected to contain customer information and which may be subject to federal regulations as to ownership, possession, storage, disposal and handling (collectively, the "Protected Items"). Ownership of the Protected Items will at all times be and remain vested in Tenant. The ATM will not under any circumstances constitute,

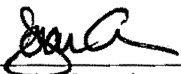
be or be deemed to be fixtures annexed to Landlord's property, and such ATM will at all times be and remain free and clear of any claims, liens, or encumbrances created by Landlord. Landlord hereby waives any lien it has against Tenant, the Protected Items and any other Tenant's property on the Leased Premises.

15. Self-Insurance. The Branch Lease is hereby amended such that Tenant will have the right to self-insure for any insurance coverages required to be maintained by Tenant under the Branch Lease so long as Tenant's net worth is at least \$100,000,000.00.
16. Digital Image. The Parties agree to accept a digital image of this Ninth Amendment, as executed, as a true and correct original and admissible as best evidence for the purposes of State law, Federal Rules of Evidence 1002, and the like statutes and regulations. Execution and delivery of this Ninth Amendment by portable document format ("PDF") copy bearing the PDF signature of any party hereto will constitute a valid and binding execution and delivery of this Ninth Amendment by such party. Such PDF copies will constitute enforceable original documents.
17. Miscellaneous. The parties hereto represent and warrant to the other party that they have full right and authority to execute and perform its obligations under the Branch Lease as amended by this Ninth Amendment, and that such persons are duly authorized to execute this Ninth Amendment on behalf of said party without further consent or approval by anyone. This Ninth Amendment is the entire agreement of the parties regarding modifications of the Branch Lease provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the party against whom the modification is sought to be enforced, will bind and benefit the parties and their respective heirs, legal representatives, successors and assigns, will be governed by the laws of the State of Arizona, and may be executed in counterparts, each of which will constitute an original instrument, but all of which will constitute one and the same agreement. Except as amended hereby, the Branch Lease is ratified and confirmed in full force and effect in accordance with its terms.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

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

TENANT: BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association.

By:  CS 35757 AZW-256
Name: ~~Leshe O'Brien~~ Joan Arrica
Title: Vice President

9/26/17
Date

LANDLORD: PIMA COUNTY, a political subdivision of the State of Arizona.

Sharon Bronson
Chair, Board of Supervisors

Date

ATTEST:

Julia Castaneda
Clerk of the Board

Date

APPROVED AS TO CONTENT:

Lisa Josker
Director, Facilities Management

Date

APPROVED AS TO FORM:

Tobin Rosen
Deputy County Attorney

Date

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

TENANT: BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association.

By: _____
Name: Leslie O'Brien
Title: Vice President

Date

LANDLORD: PIMA COUNTY, a political subdivision of the State of Arizona.

Sharon Bronson
Chair, Board of Supervisors

Date

ATTEST:

Julia Castaneda
Clerk of the Board

Date

APPROVED AS TO CONTENT:



Lisa Josker
Director, Facilities Management

9/25/17

Date

APPROVED AS TO FORM:



Tobin Rosen
Deputy County Attorney

9/21/17

Date

EXHIBIT A

EXISTING ATM LOCATION

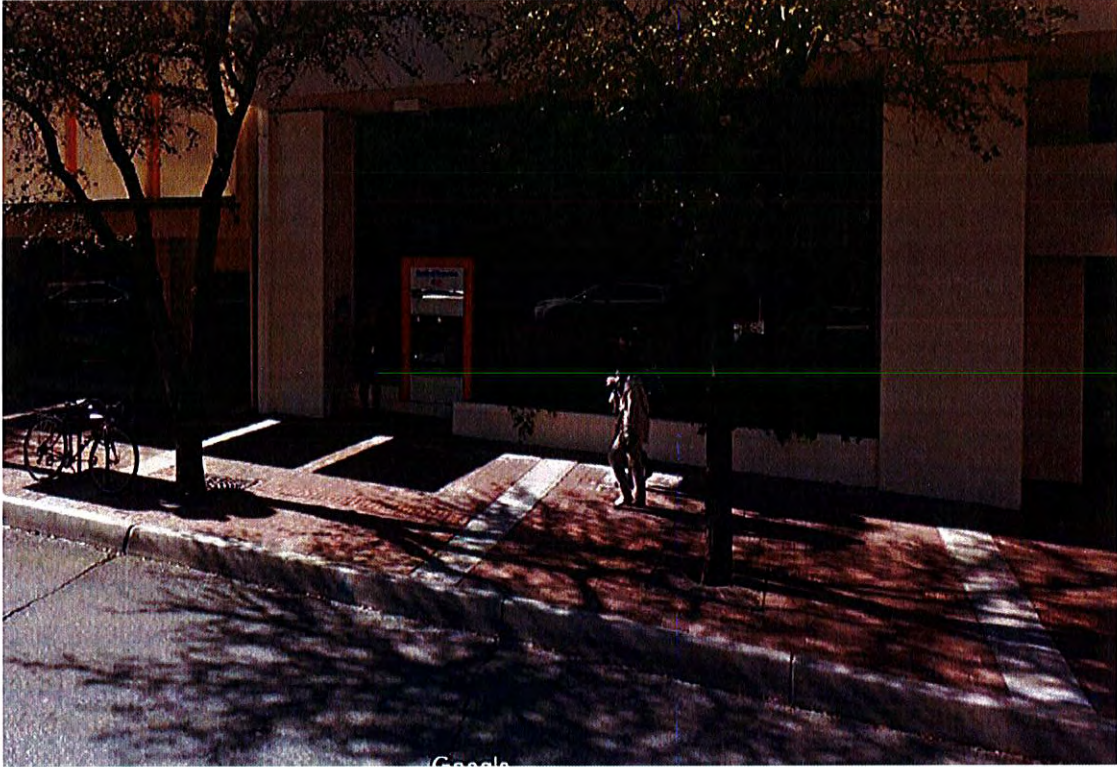
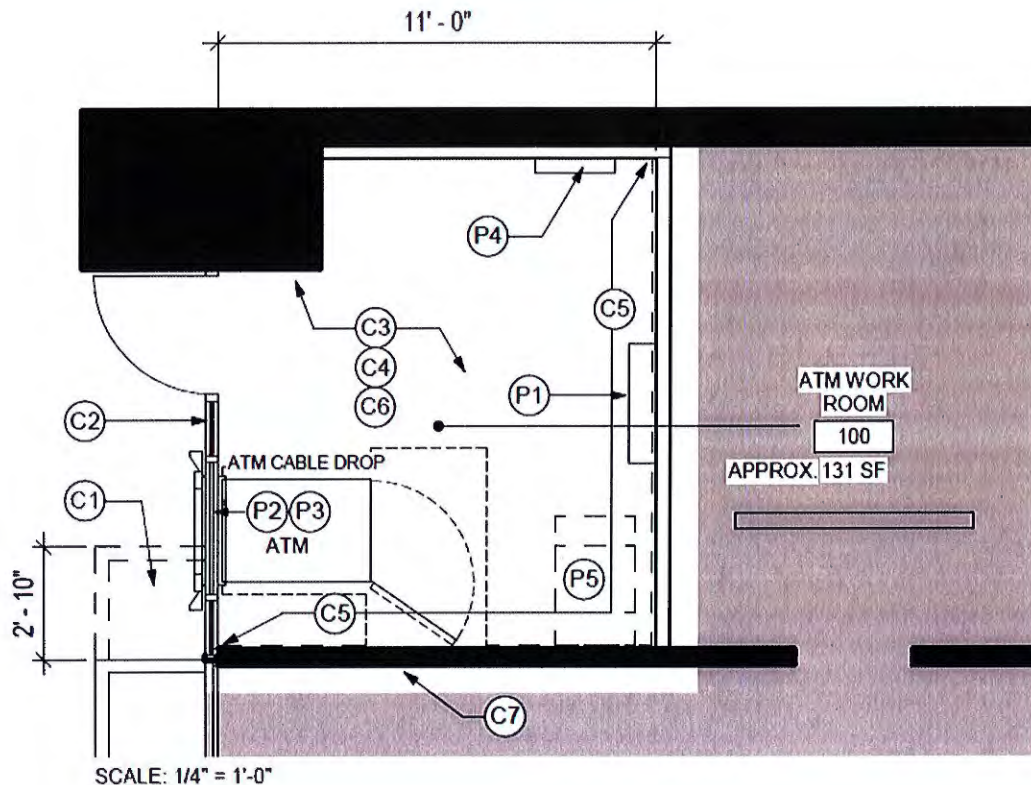


EXHIBIT A-1

REVISED LOCATION OF ATM PREMISES PRELIMINARY PLANS



CONSTRUCTION NOTES:

- C1 DEMO PORTION OF EXTERIOR PLANTER TO ALLOW FOR ATM CLEARANCE. PROVIDE LEVEL LANDING AT ATM.
- C2 NEW EXTERIOR STOREFRONT AND DOOR TO MATCH EXISTING. DEMO PORTION OF EXTERIOR CONCRETE STEM WALL.
- C3 INSTALL NEW VINYL FLOOR FINISH VCT-1.
- C4 PAINT P-1 AND PROVIDE WALL BASE B-2 TO ALL (4) SIDES.
- C5 INSTALL SECURITY MESH. PROVIDE (1) LAYER OF 20 GAUGE SECURITY MESH AND (1) LAYER OF 5/8" THICK GYPSUM WALL BOARD AT FULL HEIGHT. COORDINATE WITH SECURITY VENDOR.
- C6 PROVIDE SUB FLOOR TO MATCH ELEVATION OF EXTERIOR FINISH FLOOR.
- C7 EXISTING PARTITION TO REMAIN. PROVIDE GYPSUM BOARD ON ATM INTERIOR SIDE TO DECK.

POWER & COMMUNICATION NOTES:

- P1 INSTALL NEW MINI SPLIT-SYSTEM HVAC UNIT WITH CONDENSATE PUMP (ROUTED TO ROOF).
- P2 INSTALL POWER & DATA WALL FEEDS. COORDINATE WITH SCHEDULED ATM EQUIPMENT. ATTACH TO PLYWOOD ABOVE ATM.
- P3 INSTALL POWER/DATA OUTLETS FOR ATM AT PLYWOOD ABOVE ATM.
- P4 NEW ELECTRICAL PANEL. SEE ELECTRICAL DRAWINGS.
- P5 PROVIDE NEW OR RELOCATE EXISTING ATM SERVER.

33 N. STONE, TUCSON TTW WU ATM

07/21/17

Gensler

PROPOSED FLOOR PLAN
NOT FOR CONSTRUCTION

© 2017 Gensler



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. CA Non Resident No. 0822889 100 North Tryon Street, Suite 3600 Charlotte, NC 28202 Attn: BAC.charlotte@marsh.com; Fax 704-374-8500 055943-A-1-17-18 AZ5114 AZ	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Greenwich Insurance Company INSURER B: N/A INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 22322 N/A
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COVERAGES **CERTIFICATE NUMBER:** ATL-004658044-28 **REVISION NUMBER:** 11

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		RGD3001365 *This coverage applies only if required by written contract.	08/01/2017	08/01/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ Excluded</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ Excluded</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000*</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000*</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Excluded	MED EXP (Any one person)	\$ Excluded	PERSONAL & ADV INJURY	\$ 2,000,000*	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000*		\$
EACH OCCURRENCE	\$ 2,000,000																			
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PERSONAL & ADV INJURY	\$ 2,000,000*																			
GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$ 2,000,000*																			
	\$																			
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BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
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EACH OCCURRENCE	\$																			
AGGREGATE	\$																			
	\$																			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																			
E.L. EACH ACCIDENT	\$																			
E.L. DISEASE - EA EMPLOYEE	\$																			
E.L. DISEASE - POLICY LIMIT	\$																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

MH ID AZ5-114: Leased premises at Tuscon Downtown, 33 North Stone Avenue, Tuscon, AZ 85701

Pima County is/are additional insured under General Liability as their interest may appear, if required by written contract with the named insured.

CERTIFICATE HOLDER

Pima County 150 W. Congress, 3rd Floor Tucson, AZ 85701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Marilyn F Burns
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AGENCY CUSTOMER ID: 055943

LOC #: Charlotte**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Bank of America Corporation and any and all subsidiaries Mail Code: NC1-028-16-01 One Bank of America Center 150 North College Street Charlotte, NC 28255-0001
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

The General Liability limit shall not exceed the amount stated in the contract between Bank of America Corporation and the certificate holder.

The certificate holder is an additional insured under General Liability as their interest may appear, but only if required by written contract with the named insured.