



Contract Number: CTN-FM-CMS139772-10
Effective Date: 4-1-15
Term Date: 9-30-15
Cost: 1
Revenue: 50,432.45
Total: 50,432.45 NTE: _____
Action: _____
Renewal By: 7-1-15
Term: 9-30-15
Reviewed by: JK

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: Nov. 18, 2014

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

- Six (6) month lease extension for Time Warner Telecommunications' telecom backbone facility located at 33 N. Stone Ave., Suite # 1200.
- Tenant requests this extension to provide them enough time to move their systems and equipment to their new facility in a manner that minimizes risk of telecommunications interruption during the relocation, which could include interruption of the community's 911 services.
- Telecommunication services provided by Tenant that are at risk of interruption include the community's 9-1-1 services.

CONTRACT NUMBER (If applicable): **CTN-CMS 139772**

STAFF RECOMMENDATION(S):

Facilities Management recommends approval of this lease amendment.

CORPORATE HEADQUARTERS: _____

Page 1 of 2

Ver. 3
Vendor-1
Pgs. 7

To: Co B - 11-5-14
Agenda 11-18-14
(3)

Procure Dept 10/31/14 PM12:31

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: _____ and/or REVENUE TO PIMA COUNTY: \$ 50,432.45

FUNDING SOURCE(S): Tenant rent payments

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

YES

NO

Board of Supervisors District:

All XX

IMPACT:

IF APPROVED:

County will receive an additional \$50,432.45 rent revenue over the six (6) month lease extension period and tenant will be able to relocate its backbone system with minimal, if any, disruption to telecommunications services within the community.

IF DENIED:

County will not receive the additional rental income and it is possible a hurried relocation on tenant's part could cause community-wide telecommunications interruptions.

DEPARTMENT NAME: Facilities Management

CONTACT PERSON: Nina Armstrong TELEPHONE NO.: 724-2725

PIMA COUNTY DEPARTMENT OF: FACILITIES MANAGEMENT	
REVENUE CONTRACT	CONTRACT
LANDLORD: PIMA COUNTY	NO. <u>CTN-FM-CMS 139772</u>
TENANT: tw telecom of arizona llc	AMENDMENT NO. <u>10</u>
LEASE NO.: CTN-CMS 139772	This number must appear on all invoices, correspondence and documents pertaining to this contract.
LEASE AMENDMENT NO.: TEN (10)	

ORIGINAL LEASE TERM: 10/15/95 – 10/31/05	ORIG. LEASE AMOUNT: \$ 1,333,795.00
TERMINATION DATE PRIOR AMEND.: 03/31/15	PRIOR AMENDMENTS: \$ 853,117.04
TERMINATION THIS AMENDMENT: 09/30/15	AMOUNT THIS AMENDMENT: \$ 50,432.45
	REVISED LEASE AMOUNT: \$ 2,237,344.49

AMENDMENT NO. 10 TO LEASE 33 NORTH STONE AVENUE, SUITE 1200

1. **PARTIES.** This Amendment No. 10, for reference purposes dated November 18, 2014, is made and entered into by Pima County, a Political Subdivision of the State of Arizona (hereinafter referred to as "Landlord"), and tw telecom of arizona, llc (hereinafter referred to as "Tenant").
2. **DEFINED TERMS.** For purposes of this Amendment, the following terms have the meanings set forth below:

- 2.1. **Landlord:** Pima County, a political subdivision of the State of Arizona (hereinafter referred to as "Landlord").
- 2.2. **Tenant:** tw telecom of arizona, llc, (hereinafter referred to as "Tenant").
- 2.3. **Leased Premises:** Suite 1200, consisting of approximately 4,254 rentable square feet of office space in the building located at 33 North Stone Avenue, Tucson, Arizona, commonly known as the Bank of America Plaza (the "Building").
- 2.4. **Lease:** The lease for the Leased Premises naming Tenant as tenant, dated July 25, 1995, and all amendments thereto.

3. **BACKGROUND AND PURPOSE.**

Tenant is the current tenant under that certain Lease dated July 25, 1995, as amended in Rider One dated August 8, 1995, Rider Two dated September 18, 1995, Rider Three dated December 6, 1995, Rider Four dated February 29, 1996, Rider Five dated July 16, 1996, Amendment Six dated May 17, 2006, Amendment No. 7 dated July 1, 2007, Amendment No. 8 dated July 1, 2009, and Amendment No. 9 dated November 9, 2012 (collectively the "Lease"), concerning certain premises (the "Leased Premises") located in a building having a municipal address of 33 North Stone Avenue, City of Tucson, County of Pima, State of Arizona and known as Bank of America Plaza, the "Building", consisting of approximately 4,254 rentable square feet on the twelfth (12th) floor, all as more particularly set forth in the Lease.

Tenant's current Base Rent is \$8,160.59 per month, which equals \$ 97,927.08 annually, or \$23.02 per square foot per year. Tenant's Proportionate Share of operating expenses is 02.39%.

Landlord and Tenant mutually agree to further amend the Lease as set forth in this Amendment No. 10.

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

4.1. Extension of Lease Term. The Lease Term shall be extended for an additional six (6) months, from April 1, 2015 through September 30, 2015 (the "Extended Period").

4.2. Base Rent. The Base Rent for the Extended Period shall be:

<u>Extended Period Dates</u>	<u>Monthly</u>	<u>Annually</u>	<u>Per Sq. Ft/Yr.</u>
04/01/15 - 09/30/15	\$8,405.41	\$100,864.89	\$23.71

4.3. Early Termination. Notwithstanding the above, the Extended Term may be terminated by either party giving to the other party at least three (3) calendar months prior written notice of termination, with the Expiration Date being a date at the end of the month at least three (3) months after such notice of termination is given.

4.4. Operating Expenses. Tenant's Proportionate Share of operating expenses shall remain 02.39%.

4.5. Notice. Any notice required or permitted to be given under this Lease shall be in writing and shall be served by personal delivery, overnight delivery by a recognized national carrier, United States mail service, or by fax, upon the other party. Notices shall be addressed and mailed as follows:

If to Landlord:

Pima County
Facilities Management Department
150 West Congress Street, 3rd Floor
Tucson, AZ 85701-1317

If to Tenant:

tw telecom of arizona llc
10475 Park Meadows Drive
Littleton, Colorado 80124
Attention Sr. VP and Deputy General Counsel

With copy to:

tw telecom of arizona llc
4055 Valley View Lane, Suite 110
Dallas, Texas 75244

5. APPLICABLE LAW. The parties will comply with all federal, state and local laws, rules, regulations, standards, Executive Orders, and Pima County Board of Supervisors' policies, including Policy Number C. 3.18 entitled "Tobacco-Free Environment" attached hereto as Exhibit A, without limitation to those designated within this Lease. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Lease and any disputes hereunder. Any action relating to this Lease shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, regulations, and Board of Supervisor policies during the Term of this Lease shall apply but do not require an amendment.

6. REMAINING LEASE TERMS UNCHANGED. Except as modified as provided in this Amendment No. 10, all of the terms and conditions of the Lease shall remain in full force and effect.

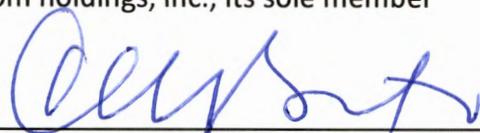
7. EFFECTIVE DATE. This Amendment shall become binding upon the parties when signed by both parties, but the terms and provisions hereof shall apply and become effective on April 1, 2015, and shall continue in effect until amended by the parties in writing or until expiration or earlier termination of the Lease.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

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

TENANT: tw telecom of arizona, llc

By: tw telecom holdings, inc., its sole member



Date 10-29-14

Charles M. Boto

President – Real Estate

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

Date _____

Sharon Bronson

Chair, Board of Supervisors

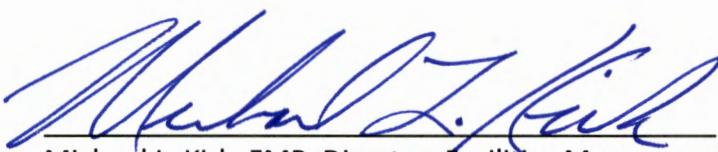
ATTEST:

Date _____

Robin Brigode

Clerk of the Board

APPROVED AS TO CONTENT:



Date 10/27/14

Michael L. Kirk, FMP, Director, Facilities Management

APPROVED AS TO FORM:



Date 10/23/14

Tobin Rosen, Deputy County Attorney, Civil Division

EXHIBIT A

Page 1 of 2

PIMA COUNTY, ARIZONA
BOARD OF SUPERVISORS POLICY
Subject: Tobacco-Free Environment
Policy Number: C 3.18
Page 1 of 2

Purpose:

Smoking and the use of tobacco related products are a major cause of preventable disease and death. As a leading employer and health proponent Pima County is committed to the promotion of health, wellness, and the prevention / treatment of diseases. Pima County also serves as a model for the public influencing attitudes about smoking and the dangers of tobacco products. The purpose of this tobacco-free policy is to create tobacco-free environments for all Pima County facilities, public buildings and adjacent properties, to provide Pima County employees and the public with guidelines for managing and supporting this policy, and to encourage a healthy lifestyle for all personnel and visitors.

Background:

As a major entity involved in the promotion of public health and safety within Pima County, the Board of Supervisors promotes and encourages the establishment of a tobacco-free zone on County facilities, public buildings and adjacent properties. The Board of Supervisors has previously established wellness as a priority for all County employees, by the adoption of the long-range Sustainability Program and employee incentives in the way of premium discounts for health insurance benefits. The establishment of a tobacco-free policy is the natural continuance of those efforts.

Policy:

It is the policy of the Board of Supervisors that to provide a safe and healthy environment for all employees, and the general public. The Board of Supervisors prohibits the use of tobacco products at all times on County facilities, public buildings and adjacent properties, and in County vehicles. This prohibition applies to all employees, and to all visitors and other persons at any County sponsored activity or event conducted on County facilities, in public buildings or on adjacent properties.

Definitions:

Tobacco Products include cigarettes, cigars, pipes, smokeless tobacco, water pipes, hookah, e-cigarettes, chewing tobacco, snuff and other products containing tobacco.

County Facilities, Public Buildings and Adjacent Properties including County owned or leased properties and a facility occupied or used by any County personnel, visitor, or vendor, and includes but is not limited to buildings, courtyards, walkways, breeze-ways, parking lots, parking structures, County vehicles (owned or leased), loading docks or construction sites.

Compliance:

County personnel are responsible for compliance with the policy. Visitors and vendors observed to violate this policy shall be respectfully informed of the Tobacco-Free Environment Policy and asked to comply. If a visitor or vendor neglects to comply, that neglect to comply may be used as grounds for prohibiting access to premises or faculties by said visitor or vendor.

EXHIBIT A

Page 2 of 2

PIMA COUNTY, ARIZONA
BOARD OF SUPERVISORS POLICY
Subject: Tobacco-Free Environment
Policy Number: C 3.18
Page 2 of 2

If any individual violating the policy appears agitated or otherwise confrontational regarding compliance, then County personnel shall immediately inform the staff responsible for the facility or security personnel if available and shall engage in no further intervention.

All vendors doing business with Pima County shall be notified of the Tobacco-Free policy and shall be expected to comply with the policy. Organizers and supervisors of public events, conferences, meetings and work activities on County facilities, work sites, public buildings and adjacent properties shall be responsible to communicating the requirements of the Tobacco-Free Policy to such events or conferences for attendees.

All new employees of Pima County will be informed on and educated about the Tobacco-Free Policy and the requirement that employees comply with the policy. Additionally, new employees shall be made aware of the availability of tobacco cessation programs sponsored or funded by Pima County.

References:

Pima County Ordinance, Chapter 2.12
Pima County Code, Section 8.50
Adopted Date: November 13, 2012
Effective Date: January 1, 2013

Website: <http://www.pima.gov/cob/POLICY/C3-18.pdf>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/17/2014

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 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 IMA, Inc. - Colorado Division 1705 17th Street Suite 100 Denver, CO 80202	1-303-534-4567	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: twtccerts@imacorp.com	FAX (A/C, No):
INSURED tw telecom of arizona llc tw telecom inc. 3003 N. Central Ave, Suite 1000 Phoenix, AZ 85012		INSURER(S) AFFORDING COVERAGE INSURER A: PHOENIX INS CO (Travelers Prop Cas Co.)	NAIC # 25623
		INSURER B: TRAVELERS PROP CAS CO OF AMER	25674
		INSURER C: TRAVELERS IND CO	25658
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERS		CERTIFICATE NUMBER: 39317960		REVISION NUMBER:				
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) 05/01/14	POLICY EXP (MM/DD/YYYY) 05/01/15	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			HNGLSA158D4331PHX14			EACH OCCURRENCE \$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			HC2JCAP158D4343TIL14	05/01/14	05/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			HSMJCUP158D4355TIL14	05/01/14	05/01/15	EACH OCCURRENCE \$ 10,000,000	
							AGGREGATE \$ 10,000,000	
							\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N/A			HRKUB117D242814- (AZ, WI)	05/01/14	05/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS \$	OTHER
							E.L. EACH ACCIDENT \$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

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

RE: 33 North Stone, Tucson, AZ. Pima County is included as Additional Insured on the General and Automobile Liability Policies if required by written contract or agreement subject to the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Pima County Attn: Real Estate Services 150 W. Congress, 5th Floor Tucson, AZ 85701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
USA	AUTHORIZED REPRESENTATIVE 

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