



Contract number: CTN-FM-CMS141917-07
 Effective Date : 1-6-15
 Term Date : 2-28-19
 Cost : 1,885.60
 Revenue : 1,885.60
 Total : _____ NTE: _____
 Action
 Renewal By : 12-1-18
 Term : 2-28-19
 Reviewed by: [Signature]

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: January 6, 2015

ITEM SUMMARY, JUSTIFICATION and/or SPECIAL CONSIDERATIONS:

This lease amendment authorizes a five (5) month lease of approximately 220 rentable square feet in 33 N. Stone Ave., Suite 1800-A, by Quik Print, our long term tenant in Suite 145. Quik Print's temporary use of this space will allow them to comply with the secured access requirements of their new contract with Raytheon.

Quik Print's lease for its primary premises in Suite 145 expires February 28, 2019. The lease term of the temporary premises in Suite 1800-A will be from February 1, 2015 through June 30, 2015, and is added via amendment to the primary premises' lease in order to provide continuity to the original lease agreement, contract number, and customer record. This amendment does not change the terms of the current lease for Quik Print's primary space in Suite 145.

Base Rent for the temporary premises will be \$1,885.60 for the five (5) month term, which is the same \$20.57/square foot/year Base Rent that Quik Print currently pays for its primary premises in Suite 145.

Quik Print will have one (1) option to extend the term for an additional five (5) months at the same rent rate; exercise of that option is subject to County approval, which cannot be unreasonably withheld. This amendment also provides a mutual right of termination by giving at least a thirty (30) day notice to the other party. If the option is exercised, the County will receive an additional \$1,885.60 in Base Rent revenue. In such case, total Base Rent revenue received will be \$3,771.20 for the ten (10) month term.

There is no anticipated expense to the County. Custodial service will not be provided and utility costs are not expected to increase as a result of Quik Print's use of the temporary space because the equipment to be used in Suite 1800-A has consistently been in use in their primary premises. The electrical service increase to the temporary premises that is needed to power Quik Print's equipment will be performed by Facilities Management electricians and paid for by Quik Print.

CONTRACT NUMBER (If applicable): **CTN-FM-CMS 141917**

STAFF RECOMMENDATION(S): Please approve this office lease amendment.

CORPORATE HEADQUARTERS: _____

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: ____ and/or REVENUE TO PIMA COUNTY: \$ 1,885.60

FUNDING SOURCE(S): Tenant rent payments

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

Advertised Public Hearing:

		YES	X	NO
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Board of Supervisors District:

1		2		3		4		5		All	XX
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IMPACT:

IF APPROVED: Pima County will receive at least \$1,885.60 in additional rent revenue. Rent revenue could increase to \$3,771.20 if Quik Print exercises its one (1) renewal option.

IF DENIED: Pima County will not receive the additional rent revenue and Quik Print will be unable to provide the convenient secured access work site they need to perform the Raytheon contract.

DEPARTMENT NAME: Facilities Management

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

PIMA COUNTY DEPARTMENT OF: FACILITIES MANAGEMENT REVENUE CONTRACT LANDLORD: PIMA COUNTY TENANT: C-CUBED UNLIMITED, INC., DBA: QUIK PRINT CONTRACT NO.: CTN-FM-CMS 141917 LEASE AMENDMENT NO.: SEVEN (7)	CONTRACT
	NO. <u>CTN-FM-CMS 141917</u> AMENDMENT NO. <u>07</u> This number must appear on all invoices, correspondence and documents pertaining to this contract.

ORIGINAL LEASE TERM:	12/1/1986 – 11/30/91	ORIG. LEASE AMOUNT:	\$ 144,279.00
TERMINATION DATE PRIOR AMENDMENT:	02/28/19	PRIOR AMENDMENTS:	\$ 1,049,007.00
TERMINATION THIS AMENDMENT:	02/28/19	THIS AMENDMENT:	\$ 1,885.60
		REVISED LEASE AMOUNT:	\$ 1,195,171.60

**LEASE AMENDMENT NO. 7
33 NORTH STONE AVENUE, SUITE 145, TUCSON, AZ
(For temporary space in Suite 1800-A)**

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: C-Cubed Unlimited, Inc., an Arizona corporation, DBA Quik Print.
- 1.3. Building: 33 N. Stone Avenue, Tucson, AZ 85701.
- 1.4. Lease: The original Lease for Suite 145 in the Building, naming Tenant as tenant, commencing December 1, 1986 and expiring February 28, 2019, and all Riders and Amendments thereto.
- 1.5. Primary Premises: Suite 145 of the Building, consisting of approximately 2,491 rentable square feet.
- 1.6. Temporary Premises: A portion of Suite 1800 of the Building, referred to herein as Suite 1800-A.

2. **PURPOSE AND CONTEXT.** Tenant has a short-term need for additional space in order to meet the requirements of a customer and Landlord is willing to lease to Tenant additional space in

the Building that will satisfy this need. Therefore, Landlord and Tenant want to amend Tenant's current Lease of its Primary Premises to include the short-term lease of the Temporary Premises.

3. **MODIFICATION OF LEASE.** Landlord and Tenant hereby agree to modify the terms of Tenant's existing Lease as follows:

3.1. Lease of Temporary Premises. Landlord hereby demises and leases to Tenant, and Tenant hereby leases from Landlord, the Temporary Premises referred to as Suite 1800-A, which contain approximately 220 rentable square feet in Suite 1800 of the Building and is shown on Exhibit "A" attached hereto and made a part hereof. The Temporary Premises is in addition to Tenant's Primary Premises, Suite 145, which contains approximately 2,491 rentable square feet.

3.2. Electrical Power Upgrade. Because Tenant's equipment requires power in excess of building standard, Landlord agrees to install in the Temporary Premises a new dedicated electrical circuit up to 240V specifically for Tenant's equipment. Landlord will complete this installation by January 9, 2015 at 5:00 P.M. and Tenant will pay Landlord \$300.00 for this work within ten (10) days after its receipt of invoice from Landlord.

3.3. Lease Term. The Lease Term for the Temporary Premises is five (5) months, from February 1, 2015 through June 30, 2015.

3.4. Basic Rent. The Basic Rent for the Temporary Premises is:

<u>Rental Period</u>	<u>\$/SqFt/Yr</u>	<u>Monthly</u>	<u>5 Month total</u>
02/01/15 – 06/30/15	\$20.57	\$ 377.12	\$ 1,885.60

3.5. Extension of Temporary Premises Lease Term. Provided Tenant is not in default and subject to Landlord's approval, which shall not be unreasonably withheld, Tenant has one (1) option to extend the Lease Term of the Temporary Premises up to an additional five (5) month period ("Extension Period"). Tenant may exercise this option by giving Landlord written notice of its intent to extend no later than May 31, 2015. The Basic Rent for the Extension Period will remain the same as the Basic Rent rate specified in paragraph 3.4, above.

3.6. Mutual Right of Termination. Provided the terminating party is not in default or owing unpaid monies to the other party, either party may terminate the Lease for the Temporary Premises for any reason and with or without cause by giving at least thirty (30) days written notice to the other party.

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

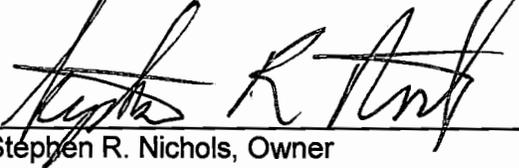
5. **EFFECTIVE DATE.** This Amendment becomes effective on the date both Landlord and Tenant sign it.

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:

C-Cubed Unlimited, Inc. DBA Quik Print, an Arizona Partnership:



Stephen R. Nichols, Owner

12-19-14

Date

LANDLORD:

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

Sharon Bronson, Chair, Board of Supervisors

Date

ATTEST:

Robin Brigode, Clerk of the Board

Date

APPROVED AS TO CONTENT:



Michael L. Kirk, FMP, Director, Facilities Management

12/19/14

Date

APPROVED AS TO FORM:

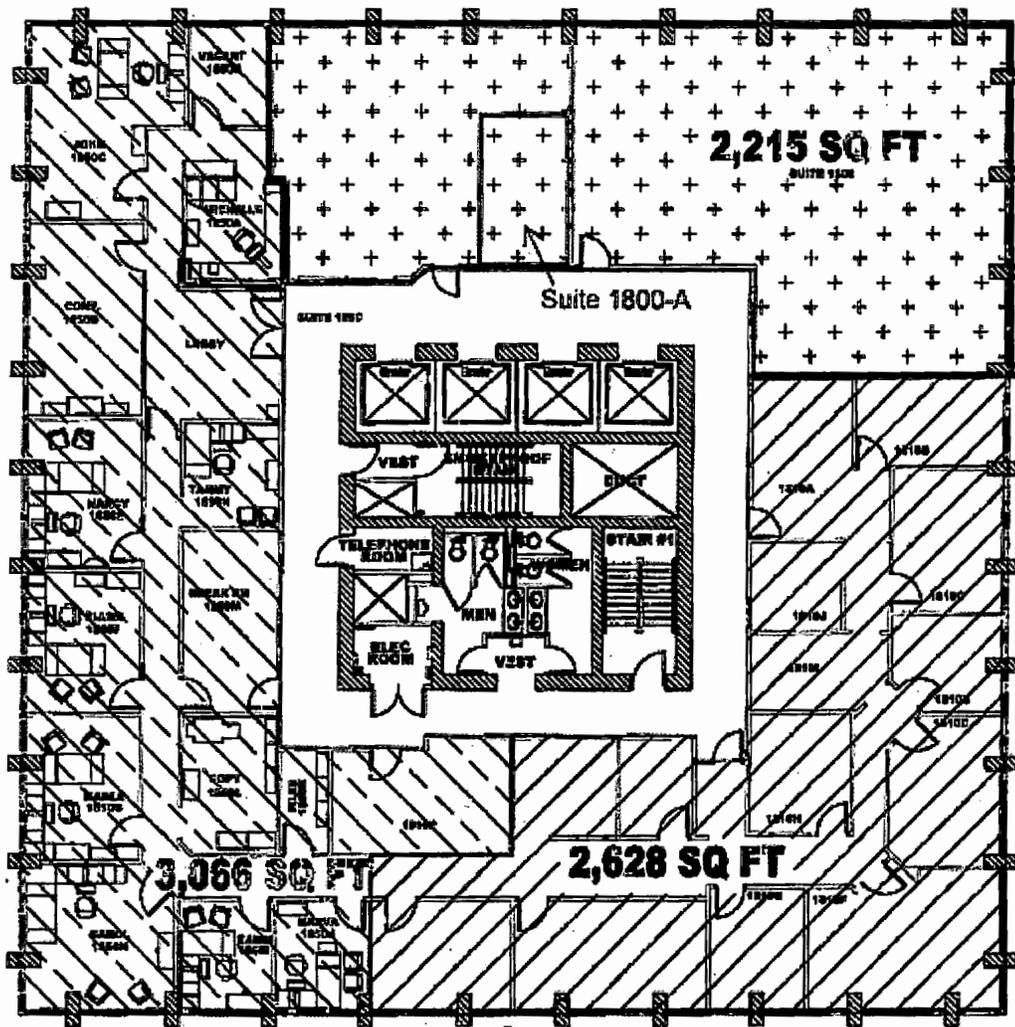


Tobin Rosen, Deputy County Attorney

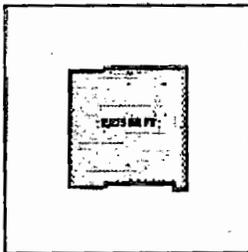
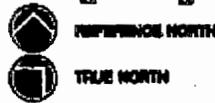
12/15/14

Date

EXHIBIT "A"



EIGHTEENTH FLOOR



10,184 SQ FT
GROSS FLOOR
2,275 TOTAL
CORE/Common

	PCWIN	2,628 SQ FT
	SUITE 1800	2,215 SQ FT
	PUBLIC DEFENDER	3,066 SQ FT
	CORE/Common	2,275 SQ FT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/15/2014

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).

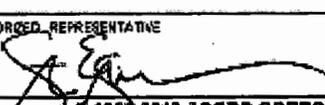
PRODUCER Lockton Affinity, LLC P.O. Box 410679 Kansas City, MO 64141-0679	CONTACT NAME: PHONE: 800-216-8636 FAX (A/C, No): E-MAIL: ADDRESS:														
INSURED C-Cubed Unlimited, Inc. dba Quik Print 33 North Stone Avenue #145 Tucson, AZ 85701	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A: Nova Casualty Co</td> <td>42552</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Nova Casualty Co	42552	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **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	ACCL SUBR INSR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE: <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input checked="" type="checkbox"/> LOG	X	LGR-BP-0029853-2	06/12/2014	06/12/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOP 463 \$ 4,000,000 \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS: <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> Hired AUTOS: <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB: <input type="checkbox"/> OCCUR EXCESS LIAB: <input type="checkbox"/> CLAIMS-MADE DED: <input type="checkbox"/> RETENTION \$:					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Vandalism in N/A) If yes, describe the work: DESCRIPTION OF OPERATIONS ONLY					WC-STATUTORY LIMITS: <input type="checkbox"/> OTH-ER: <input type="checkbox"/> E.L. DASH ACCIDENT \$ E.L. D SEASE - EA EMPLOYEES \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, if more space is required)
Location Address: 33 North Stone Avenue #145, Tucson, AZ 85701

CERTIFICATE HOLDER Pima County Facilities Management Real Estate Support Services 150 West Congress St. 5th 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 
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