



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

Requested Board Meeting Date: December 15, 2015

or Procurement Director Award

Contractor/Vendor Name (DBA): C-Cubed Unlimited, Inc. (DBA QUIK PRINT)

Project Title/Description:

Extend lease of tenant Quik Print's temporary space in 33 N Stone, Suite 1610, for twelve (12) months, from November 1, 2015 through November 30, 2016.

Purpose:

To continue providing Quik Print with secured access space necessary for it to perform a temporary contract.

Procurement Method:

Exempt.

Program Goals/Predicted Outcomes:

Continue generating rent revenue allocable to previously vacant Suite 1610.

Public Benefit:

County receives additional rent revenue from tenant.

Metrics Available to Measure Performance:

Amount of rent revenue received from tenant.

Retroactive:

Yes. The lease extension depended on Quik Print's customer committing to extend its contract with Quik Print, and the approval process to do so took several weeks longer than expected.

Original 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): _____

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: CTN Department Code: FM Contract Number (i.e., 15-123): CMS-141917

Amendment No.: Nine (9) AMS Version No.: _____

Effective Date: December 1, 2015 New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ 4,525.44

Funding Source(s): Tenant's rent payments.

Cost to Pima County General Fund: \$0.00

COB: 12-2-15

Spgs (3)

Contact: Nina Armstrong

Department: Facilities Management

Telephone: 724-2725

Department Director Signature/Date:

Michael J. Kirk 11/23/15

Deputy County Administrator Signature/Date:

Jon Zuber 11-23-15

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

C. D. [Signature] 11/24/15

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.: NINE (9)	
	CONTRACT
	NO. <u>CTN-FM-CMS 141917</u> AMENDMENT NO. <u>09</u> This number must appear on all invoices, correspondence and documents pertaining to this contract.

ORIGINAL LEASE TERM: 12/1/1986 – 11/30/1991	ORIG. LEASE AMOUNT: \$ 144,279.00
TERMINATION DATE PRIOR AMENDMENT: 02/28/2019	PRIOR AMENDMENTS: \$ 1,052,778.20
TERMINATION THIS AMENDMENT: 02/28/2019	THIS AMENDMENT: \$ 4,525.44
	REVISED LEASE AMOUNT: \$ 1,201,582.64

LEASE AMENDMENT NO. 9
33 NORTH STONE AVENUE, SUITE 145, TUCSON, AZ
(For temporary space in Suite 1610)

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. **Original Temporary Premises:** A portion of Suite 1800 of the Building, referred to herein as Suite 1800-A.
- 1.7. **Replacement Temporary Premises:** Approximately 220 rentable square feet in Suite 1610 of the Building, as shown on Exhibit "A" attached hereto and made a part hereof.

2. PURPOSE AND CONTEXT.

2.1. Tenant has a need to lease temporary premises in the Building in order to meet the special project requirements of a customer, and Landlord is willing to allow Tenant to lease temporary premises to satisfy this need.

2.2. Pursuant to Lease Amendment 7, Tenant began occupying Suite 1800-A as the Original Temporary Premises on February 9, 2015. Landlord later needed use of Suite 1800-A on a permanent basis and Tenant agreed to move to the Replacement Temporary Premises in Suite 1610 pursuant to Lease Amendment 8, signed June 16, 2015, in order to accommodate Landlord's needs.

2.3. Landlord and Tenant now want to amend the current Lease to extend the lease term of the Replacement Temporary Premises.

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

3.1. Extension of Lease Term. The lease term for the Replacement Temporary Premises will be extended for an additional twelve (12) months, from December 1, 2015 through November 30, 2016.

3.2. Basic Rent. The Basic Rent specified in Amendment No. 8 at paragraph 3.4 shall remain in effect through November 30, 2016 for the Replacement Temporary Premises, and will be:

<u>Rental Period</u>	<u>\$/SqFt/Yr</u>	<u>Monthly</u>	<u>12 Month total</u>
12/01/15 – 11/30/16	\$20.57	\$ 377.12	\$ 4,525.44

3.3. Electrical Power Upgrade Costs. Because Tenant's equipment requires additional power in excess of building standard, Landlord will install a new dedicated electrical circuit up to 240V and a receptacle to Tenant's specifications in the Replacement Temporary Premises. Landlord will complete this installation by December 1, 2015 and Tenant will pay Landlord up to \$875.00 for this work within fifteen (15) business days after its receipt of invoice from Landlord.

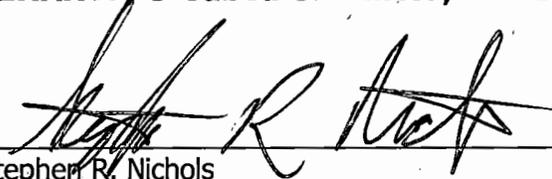
4. REMAINING LEASE TERMS UNCHANGED. Except as modified by this Amendment, all terms and conditions of the Lease remain in full force and effect.

5. EFFECTIVE DATE. This Amendment becomes effective on the date it is signed by both Landlord and Tenant.

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



Stephen R. Nichols
Owner

11-25-15
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

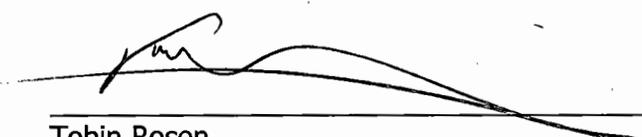
APPROVED AS TO CONTENT:



Michael L. Kirk
Director, Facilities Management

11/23/15
Date

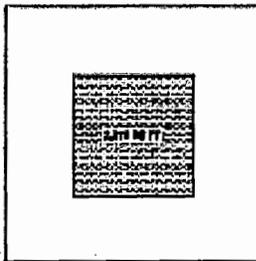
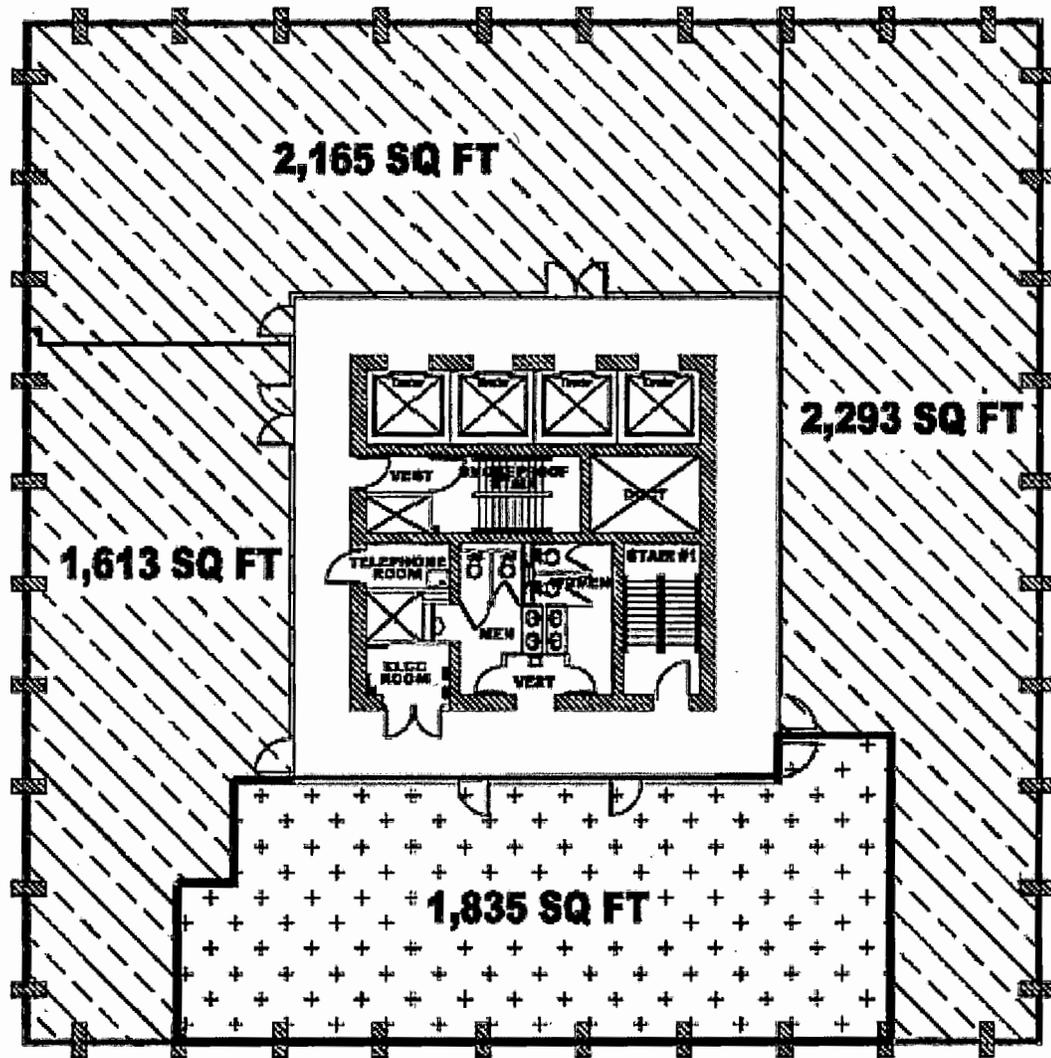
APPROVED AS TO FORM:



Tobin Rosen
Deputy County Attorney

11/23/15
Date

EXHIBIT "A"



10,184 SQ FT
GROSS FLOOR
2,278 TOTAL
CORE/Common

	PUBLIC DEFENDER SUITE 1650 (1,613)	8,071 SQ FT
	PUBLIC DEFENDER SUITE 1600 (2,165)	
	PUBLIC DEFENDER SUITE 1605 (2,293)	
	BRAND: Suite 1610	1,835 SQ FT
	CORE/Common	2,278 SQ FT

Temporary Leased Premises – Quik Print
33 N. Stone Ave., Suite 1610, Tucson, AZ 85701



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2015

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 Lookton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	CONTRACT NAME Lookton Affinity, LLC PHONE (Mo. No.) 800-216-8636 FAX (Mo. No.) 913-692-7589 EMAIL ADDRESS
	INSURER(S) AFFORDING COVERAGE
INSURED C-Cubed Unlimited, Inc. dba Quik Print 33 North Stone Avenue #145 Tucson, AZ 85701	INSURER A: Nova Casualty Co INSURER B: INSURER C: 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 COVERAGE 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.

LINE	TYPE OF INSURANCE	ADD. INSR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
2	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER OCC <input checked="" type="checkbox"/> LOC OTHER:	Y	LGR-BD-0029853-3	06/12/2015	08/12/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MEDICAL (Any one person) \$ 5,000 PERSONAL & ADVISORY \$ Included GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					COMBINED SINGLE LIMIT (Per person) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROFESSIONAL PARTNERSHIP EXECUTIVE OFFICERS/OWNERS EXCLUDED? (Necessary in AZ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYED \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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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