



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

Requested Board Meeting Date: July 7, 2015

or Procurement Director Award ☐

**Contractor/Vendor Name (DBA):** Bank of America, National Association

**Project Title/Description:**

Amendment 7 to Lease Agreement for 33 N. Stone Ave., #100, Tucson, AZ

**Purpose:**

Surrender of ten (10) parking spaces in garage at 33 N. Stone Ave., Tucson, AZ

**Procurement Method:**

N/A

**Program Goals/Predicted Outcomes:**

Expected revenue reduction of approximately \$15,500 for period of July 15, 2015 through October 31, 2016.

**Public Benefit:**

Reallocation of parking spaces to other tenants and/or County departments in the building.

**Metrics Available to Measure Performance:**

Mitigation of revenue reduction by re-leasing parking spaces to others :

**Retroactive:**

No.

**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-04-13-T-1407

Amendment No.: Seven (7) AMS Version No.: \_\_\_\_\_

Effective Date: July 7, 2015 New Termination Date: \_\_\_\_\_

☐ Expense ☒ Revenue ☐ Increase ☒ Decrease Amount This Amendment: \$ 15,500.00

Funding Source(s): Parking space lessees.

Cost to Pima County General Fund: Maximum of \$15,500 if no parking spaces are re-leased to other users.

To: COB - 7-1-15 (51)  
Ver - 2  
pgs. 4 Addendum

050705770-10 1000 000000

JUL 01 15AM 11:37 PC CLK OF RD

Contact: Nina Armstrong

Department: Facilities Management

Telephone: 724-2725

Department Director Signature/Date:

*Michael L. Loh* 6/30/15

Deputy County Administrator Signature/Date:

*Jon Bunk* 6-30-15

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

*C. R. Decker* 6/30/15

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

CONTRACT	
NOCTN-FM-CMS 140702	
AMENDMENT NO.	07
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

THIS SEVENTH AMENDMENT TO BRANCH LEASE (the "Seventh Amendment") is made and entered into as of July 1st, 2015, by and between PIMA COUNTY, a political subdivision of the State of Arizona and successor-in-interest to 33 N. Stone Partners (the "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, as further amended by that certain Fourth Amendment to Leases and Clarification of Purchase Rights dated January 9, 2002, 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, and by that certain Sixth Amendment to Branch Lease made and entered into on May 26, 2009 (collectively, the "Branch Lease").

By this Seventh Amendment, Landlord and Tenant desire to amend, modify and change certain provisions of the Branch Lease in accordance with the terms and conditions as 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, modify and change the Branch Lease as follows:

1. Recitals. The foregoing recitals are hereby affirmed by the parties as true and correct and are incorporated herein by this reference.
2. Defined Terms. The capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to them in the Branch Lease.
3. Parking. Section 4.4. of the Fifth Amendment is hereby deleted in its entirety. Effective as of the date this Agreement is signed by Landlord and Tenant, the parking rights

granted Tenant pursuant to Section 1.A. of the Second Amendment for twenty (20) validated parking spaces, is reduced to ten (10) reserved parking spaces at the rate of One Hundred and 00/100 Dollars (\$100.00) per month, per space, which shall be paid monthly simultaneously with the Monthly Rental payment.

4. Notices to Tenant. Effective immediately, any notice to Tenant under the Branch Lease shall be delivered to:

Bank of America, National Association  
13850 Ballantyne Corp. Pl.  
Mail Code: NC2-150-03-06  
Charlotte, North Carolina 28277  
Attn: Lease Administration (AZ5-114)

With a copy to:

Bank of America, National Association  
3075 S Alma School Road  
AZ3-162-01-01  
Chandler, AZ 85248  
Attn: Leslie O'Brien, Assistant Vice President (AZ5-114)

5. Notices to Landlord. Effective immediately, any notice to Landlord shall be delivered to:

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

6. Economic Sanctions. Landlord represents that neither Landlord nor any of its subsidiaries or, to the knowledge of the Landlord, any director, officer, employee, agent, affiliate or representative of the Landlord, or any third party to whom Landlord directs Tenant to make any payments required by the Branch Lease, is an individual or entity ("Person") currently the subject of any sanctions administered or enforced by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC"), or other relevant sanctions authority (collectively, "Sanctions"), nor is the Landlord located, organized or resident in a country or territory that is the subject of Sanctions; and Landlord represents and covenants that it has not knowingly engaged in, is not now knowingly engaged in, and shall not engage in, any dealings or transactions with any Person, or in any country or territory, that is the subject of Sanctions. Landlord hereby agrees to indemnify, defend and hold Tenant harmless from and against any and all claims, losses, and damages (including attorneys' fees and costs) arising from or related to any breach of the foregoing certifications.

6. Digital Image. The parties hereto agree to accept a digital image of this document, 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.

7. 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 Seventh Amendment, and that such persons are duly authorized to execute this Seventh Amendment on behalf of said party without further consent or approval by anyone. This Seventh 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, shall bind and benefit the parties and their respective heirs, legal representatives, successors and assigns, shall be governed by the laws of the State of Arizona, and may be executed in counterparts, each of which shall constitute an original instrument, but all of which shall 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 Seventh Amendment on the day, month and year written below.

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

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

CS# 30412  
AZ5-114

6/26/15  
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  
Michael L. Kirk  
Director, Facilities Management

6/30/15  
Date

**APPROVED AS TO FORM:**

Tobin Rosen  
Tobin Rosen  
Deputy County Attorney

6/29/15  
Date