



Contract number: CTN-IT-CMS141893-03  
Effective Date: 12-1-14  
Term Date: 11-30-17  
Cost: 40,536.65  
Revenue: 40,536.65  
Total:                      NTE:                       
Action: 9-1-17  
Renewal By:                       
Term: 11-30-17  
Reviewed by: JR

## **BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: January 6, 2015

### **ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

Southwest Ambulance of Tucson, Inc. has been using the rooftop facilities at 32 North Stone for many years, first under an agreement with AAT with whom Pima County had contracted to manage the County's rooftop facilities, followed by a new agreement with Pima County in December 2008. The Southwest Ambulance-Pima County contract has been amended twice previously to extend the term and update/revise insurance requirements and access procedures. Southwest Ambulance uses the LSB rooftop facility as a strategic vantage point to contact/communicate with its mobile units throughout the Tucson area.

On August 12, 2014, ITD mailed the Third Amendment to Southwest Ambulance for signature, a full 3½ months before the License was set to expire (November 30, 2014). ITD subsequently contacted Southwest Ambulance on 5 separate occasions (November 3, 2014; November 14, 2014; November 24, 2014; December 5, 2014; December 10, 2014) in an attempt to secure a signature on the amendment and expedite the process. ITD finally received the signed Amendment on December 19, 2014, a full 18 days after the effective date of the contract. Due to the total length of the contract being more than 5 years, it must be approved by the Board of Supervisors.

Due to ITD's good faith effort to execute the Amendment well before the effective date, and in consideration of ITD's multiple attempts to contact the vendor to expedite the process, we respectfully request that the Board consider approving this Amendment retroactive to December 1, 2014.

CONTRACT NUMBER (If applicable): CTN-IT-CMS141893

### **STAFF RECOMMENDATION(S):**

The Information Technology Department recommends that the Pima County Board of Supervisors adopt and the Chairman sign the Third Amendment to Rooftop License for Wireless Communications Facilities with Southwest Ambulance of Tucson, Inc.

CORPORATE HEADQUARTERS: Arizona

Page 1 of 2

Ver. 4  
Vendor - 1  
Page - 4  
To: CHH - 12.22.14  
COB - 12.29.14  
Addendum (2)

DEC 26 14 08:27 PC CLK OF BD  
A-23  
Procure Dept 12/22/14 PM 01:40

CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM NO. \_\_\_\_\_

PIMA COUNTY COST: \_\_\_\_\_ and/or REVENUE TO PIMA COUNTY:\$ 40,556.65

**FUNDING SOURCE(S):** Southwest Ambulance of Tucson, Inc.  
(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	X	All	
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**IMPACT:**

**IF APPROVED:**

Southwest Ambulance will continue to use the rooftop facilities at 32 North Stone to communicate with its mobile units throughout the Tucson area. Pima County will receive a total of \$40,556.65 throughout the extended term.

**IF DENIED:**

Southwest Ambulance will be required to remove its equipment from the rooftop facilities at 32 North Stone and will have to seek another site to effectively communicate with its mobile units. In addition, Pima County will not receive the \$40,556.65 in anticipated revenues.

DEPARTMENT NAME: Information Technology

CONTACT PERSON: Julie K McWilliams TELEPHONE NO.: 724-8066



CONTRACT	
NO. <u>CTN-IT-CMS 141893</u>	
AMENDMENT NO. <u>03</u>	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

PIMA COUNTY  
**THIRD AMENDMENT TO  
ROOFTOP LICENSE FOR  
WIRELESS COMMUNICATIONS FACILITIES**  
CONTRACT No. CTN-IT-CMS141893 (Previous #12-14-S-141893-1208)

THIS AMENDMENT is entered into by and between Pima County ("County"), a political subdivision of the State of Arizona, and Southwest Ambulance of Tucson, Inc. ("Licensee"), an Arizona Corporation, and shall be effective December 1, 2014.

RECITALS

County and Licensee entered into a Rooftop License for Wireless Communications Facilities effective December 1, 2008, with expiration date of November 30, 2011. The License has been amended twice previously, to extend the term through November 30, 2014 and update insurance requirements and rooftop access procedures. With this Third Amendment to License, the parties desire to amend the License as stated herein.

AGREEMENT

WHEREFORE, the parties agree as follows:

1. The effective date of this Third Amendment to License shall be December 1, 2014, with termination November 30, 2017.

2. Section 16 INSURANCE, is replaced in its entirety:

Licensee shall carry adequate insurance to protect the parties hereto and LICENSOR against any and all claims, demands, actions, judgments, costs, expenses, and liabilities that may arise out of or result, directly or indirectly, from Licensee's use of the Site, except such liability as shall arise solely from the negligence of LICENSOR. The minimum amounts of such insurance shall be, as against liability arising from damage to property, one million dollars (\$1,000,000) as to any one occurrence, and, as against liability arising from injury to or death of persons, one million dollars (\$1,000,000) as to any one person, and one million dollars (\$1,000,000) as to any one occurrence. Automobile liability coverage for owned, non-owned, and hired vehicles must be provided with limits in the amount of \$1,000,000 combined single limit, or \$1,000,000 bodily injury / \$100,000 property damage. Licensee also shall carry such insurance as will protect it from all claims under any worker's compensation laws that are in effect and may be applicable to Licensee. All insurance required hereunder shall remain in force for the entire term of this License. LICENSOR may adjust its minimum insurance requirements hereunder at any time.

Licensee shall, during the term of this License, including any renewals and any holding-over thereafter, provide LICENSOR with current certificates of insurance evidencing that such insurance is in full force and effect, names LICENSOR as an additional insured, and is non-cancelable without at least thirty days' written notice to LICENSOR. The certificates of insurance as required herein must be presented to LICENSOR within ten days of the effective date of this License and on each anniversary date thereof during the term of the License, including any renewals and any holding-over thereafter.

Modifications. Any modification or variation from the insurance requirements in this License shall be made by the licensing department in consultation with the Division of Risk Management. Such modification will not require a formal License amendment, but may be made by administrative action, and without the consent of Licensee, upon notice by LICENSOR. Licensee shall supply a certificate of insurance including the modification within ten (10) days from the date notice of the modification is received by Licensee. Such notice will be given pursuant to the terms of the License; if the License does not specify a notice procedure, LICENSOR may give notice by Certified U.S. Mail, E-Mail or Facsimile; Certified Receipt, E-Mail Receipt Confirmation or Facsimile Confirmation shall constitute proof of receipt of notice. Failure by Licensee to supply a modified certificate of insurance as required by this paragraph shall constitute a material breach by Licensee and grounds for immediate termination of the License by LICENSOR. Licensee further hereby consents to the addition of the modified insurance requirements to the License.

3. Exhibit D LICENSE FEE SCHEDULE is added.

4. All other provisions of the License shall remain in effect and continue to be binding upon the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures to this Third Amendment to License on the dates written below.

**PIMA COUNTY:**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**LICENSEE:**

\_\_\_\_\_  
Signature

*Greg C. James, West Division President*  
\_\_\_\_\_  
Name and Title (Please Print)

*12-11-2014*  
\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Supervisors

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**

*[Signature]*  
\_\_\_\_\_  
Jesse Rodriguez, Chief Information Officer

*12/22/14*  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

*[Signature]*  
\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney

*8/11/14*  
\_\_\_\_\_  
Date

## **EXHIBIT D**

### **LICENSE FEE SCHEDULE** Effective 12/01/2014 through 11/30/2017

#### **MONTHLY PAYMENTS DUE**

12/01/2014 - 11/30/2015	\$1,072.08	(\$1,021.03 plus 5%)
12/01/2015 - 11/30/2016	\$1,125.68	(\$1,072.08 plus 5%)
12/01/2016 - 11/30/2017	\$1,181.96	(\$1,125.68 plus 5%)