



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: August 8, 2023

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

Simply Bits, LLC

***Project Title/Description:**

Rooftop License Agreement for Wireless Communications Facilities

***Purpose:**

The purpose of this amendment is to renew the license for the first additional five-year period to allow Simply Bits, LLC to continue to operate and maintain radio equipment on rooftop, and within Shelter C, at 33 North Stone Avenue.

***Procurement Method:**

This Revenue Contract is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

This License Agreement provides monthly revenue payments to Pima County. Two additional five-year terms are available upon mutual written agreement.

***Public Benefit:**

Simply Bits, LLC is a wireless internet service provider tenant on the rooftop of 33 North Stone Avenue, delivering internet services to Pima County businesses and constituents.

***Metrics Available to Measure Performance:**

Timely monthly payment of fees and electrical usage assigned to Simply Bits, LLC for the use of 33 North Stone Avenue rooftop space.

***Retroactive:**

This License Agreement amendment is retroactive. In May, the Information Technology Department (ITD) began efforts to determine if Simply Bits, LLC intended to renew the agreement. During those discussions ITD learned that Simply Bits, LLC had been acquired by a new parent company. Research was conducted and an opinion was solicited from the Pima County Attorney's Office. Once it was determined that Simply Bits, LLC was still operating as such and a new license agreement would not be required, the amendment was sent to Simply Bits, LLC for their review and approval on May 26, 2023. ITD followed up with Simply Bits, LLC at regular intervals. The signed agreement was returned to ITD on July 12, 2023.

TO: COB 7-21-2023 (2)
Vers: 4
pgs: 5

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THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☐ Revenue Amount: \$ _____

*Funding Source(s) required: _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☐ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: CTN Department Code: IT Contract Number (i.e., 15-123): 18-0180

Amendment No.: 2 AMS Version No.: 4

Commencement Date: 6/12/2023 New Termination Date: 6/11/2028

Prior Contract No. (Synergen/CMS): _____

☐ Expense ☒ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ 102,686.28

Is there revenue included? ☒ Yes ☐ No If Yes \$ 102,686.28

*Funding Source(s) required: **N/A - this is a revenue only contract.**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Jay Hogan / Michelle Mitchell

Department: Information Technology Department

Telephone: 520-724-2316 / 520-724-9590

Department Director Signature: _____ Date: 7/18/2023

Deputy County Administrator Signature: _____ Date: 7-18-2023

County Administrator Signature: _____ Date: 7-18-2023

Pima County Department of Information Technology

Project: Rooftop License Agreement for Wireless Communications Facilities

Contractor: Simply Bits, LLC

Contract No.: CTN-IT-18-180

Contract Amendment No.: 02

Orig. Contract Term: 06/12/2018 – 06/11/2023	Orig. Amount:	\$ 85,364.40
Termination Date Prior Amendment: N/A	Prior Amendments Amount:	\$ 0.00
Termination Date This Amendment: 06/11/2028	This Amendment Amount:	\$102,686.28
	Revised Total Amount:	\$188,050.68

CONTRACT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

1.1. Background. On June 12, 2018, Pima County ("County") and Simply Bits, LLC. ("Contractor") entered into the above referenced Rooftop License Agreement for Wireless Communications Facilities ("License"). Section 11 of the License states that the License is renewable for three additional five-year periods, upon written agreement of both parties.

1.2. Purpose. County would like to renew the License for the first additional five-year period to allow the Contractor to continue to operate and maintain radio equipment on the rooftop, and within Shelter C, at 33 North Stone Avenue.

2. Term. The County is exercising the first extension option to renew the License for one term of five additional years commencing on June 12, 2023, and terminating on June 11, 2028. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3. Scope of Services.

3.1. The parties have revised the Scope of Services as described in the attached **Exhibit H 32 N. Stone Avenue Rooftop License Fee Schedule** (1 page).

3.2. The parties have revised the Scope of Services in **Paragraph 16 Insurance**, to add the following language:

3.2.1. Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional

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Simply Bits, LLC
33 N. Stone Avenue Rooftop License Agreement

insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

3.2.3 Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.2.3. Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

4. Section 31 NOTICES of the original contract is hereby replaced with the following:

Notice. Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:
Information Technology Department
Attn: Contract Administrator
33 N Stone; 14th Floor
Tucson, Arizona 85701
(520)724-9590
ITD_Purchasing@pima.gov

Contractor:
Simply Bits, LLC
Attn: Legal
300 E Main St. Suite 310
Charlottesville, VA 22902
legal@ting.com

5. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this License has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this License to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
6. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this License to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the License that Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney



Print DCA Name

7/17/2023
Date

CONTRACTOR



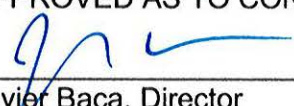
Authorized Officer Signature

Paul Pine, Vice President SCO

Printed Name and Title

July 10, 2023
Date

APPROVED AS TO CONTENT



Javier Baca, Director
Information Technology Department

7/18/2023
Date

Exhibit H (1 page)
Scope of Services
Commencement Date: June 12, 2023

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Simply Bits, LLC
33 N. Stone Avenue Rooftop License Agreement

Revised 05/22/23

EXHIBIT H **33 N. STONE AVENUE ROOFTOP** **LICENSE FEE SCHEDULE**

Site ID	Location	Type	Monthly Fee
33 N. Stone	33 N. Stone Avenue	*Antennas	*\$884.40
		Shelter A Space. 10 SF	\$403.00
		TOTAL MONTHLY	**\$1,287.40

MONTHLY PAYMENTS DUE

Sixth Year	\$1,611.79	(\$1,564.84 plus 3%)
Seventh Year	\$1,660.14	(\$1,611.79 plus 3%)
Eighth Year	\$1,709.94	(\$1,660.14 plus 3%)
Ninth Year	\$1,761.24	(\$1,709.94 plus 3%)
Tenth Year	\$1,814.08	(\$1,761.24 plus 3%)

* Tower and Rooftop Fee monthly charge

(4) PMP450 panels ≤ 47" @ \$67.00	=	\$268.00 / month
Antenna C/L Height ≥ 90' (+ 50%)	=	<u>\$134.00 / month</u>
Subtotal	=	\$402.00 / month

(4) PMP450 panels ≤ 47" @ \$67.00	=	\$268.00 / month
Antenna C/L Height ≥ 60' & ≤ 90' (+ 30%)	=	<u>\$80.40 / month</u>
Subtotal	=	\$348.40 / month

(2) HPC2 2' dish @ \$67.00	=	\$134.00 / month
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Total = \$884.40 / month

**Does not include Shelter C monthly electrical charges which will be billed via Pima County Facilities Management. on a monthly basis. separately from the above monthly fee