



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: August 21, 2023

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Action Communications, Inc.

**\*Project Title/Description:**

Rooftop License Agreement for Wireless Communications Facilities

**\*Purpose:**

The purpose of this amendment is to renew of the License Agreement at 33 N. Stone Avenue to allow tenant to install, maintain, and operate communications equipment on the tower, and within rooftop Shelter C. The current License Agreement expired on July 31, 2023. The existing equipment described in the current License Agreement will remain. No new equipment is being added for this license renewal.

**\*Procurement Method:**

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

**\*Program Goals/Predicted Outcomes:**

This License Agreement provides annual revenue payments to Pima County. This amendment extends the agreement for five years and is the first of three five-year renewal options available. Two remaining additional five-year terms are available.

**\*Public Benefit:**

Action Communications, Inc. provides radio and mobile communications equipment services to county businesses, public safety providers, governmental entities, and public schools.

**\*Metrics Available to Measure Performance:**

Timely monthly payment of fees and electrical usage assigned to Action Communications, Inc. for the use of 33 North Stone Avenue rooftop space.

**\*Retroactive:**

This license agreement amendment is retroactive.

On May 17, 2023, the Information Technology Department (ITD) initiated discussions with Action Communications, Inc. regarding their intention to renew the agreement for an additional five years. On June 1, 2023 the draft amendment, including the new fee schedule, was sent to Action Communications, Inc. for their review and signature. ITD followed up with the vendor on June 12th, June 19th, June 26th, July 6th, July 14th and July 20th. The signed agreement was picked up from Action Communications, Inc. on July 24th.

If this license agreement is not approved, local County governmental and business entities will have their mobile radio services impacted, and the county will lose General Fund revenue.

TO: WOB 8-4-23(2)  
Vers: 3  
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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): 19-019

Amendment No.: 2 AMS Version No.: 3

Commencement Date: 8/1/2023 New Termination Date: 7/31/2028

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense ☒ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ 184,937.52

Is there revenue included? ☒ Yes ☐ No If Yes \$ 184,937.52

**\*Funding Source(s) required:** N/A – this is a revenue 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: 8/2/23

Deputy County Administrator Signature: \_\_\_\_\_ Date: 8-3-2023

County Administrator Signature: \_\_\_\_\_ Date: 8-3-2023

**Pima County Department of Information Technology**

**Project: Rooftop License Agreement for Wireless Communications Facilities**

**Contractor: Action Communications, Inc.**

**Contract No.: CTN-IT-19-019**

**Contract Amendment No.: 02**

|   |                                 |              |
|---|---------------------------------|--------------|
| <b>Orig. Contract Term:</b> 08/01/2018 – 07/31/2023 | <b>Orig. Amount:</b>            | \$153,740.76 |
| <b>Termination Date Prior Amendment:</b> N/A        | <b>Prior Amendments Amount:</b> | \$ 0.00      |
| <b>Termination Date This Amendment:</b> 07/31/2028  | <b>This Amendment Amount:</b>   | \$184,937.52 |
|   | <b>Revised Total Amount:</b>    | \$338,678.28 |

**LICENSE AMENDMENT**

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

**1. Background and Purpose.**

1.1. Background. On August 01, 2018, Pima County ("County") and Action Communications, Inc. ("Licensee") 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 Licensee to continue to operate and maintain radio equipment on the rooftop, and within Shelter C, at 33 North Stone Avenue.

**2. Term.** Parties are exercising the first extension option to renew the License for five additional years commencing on August 1, 2023 and terminating on July 31, 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. License Fee Schedule.**

3.1. The parties have revised the License Fee Schedule as described in the attached **Exhibit G 33 N. Stone Avenue Rooftop License Fee Schedule** (1 page).

**4. Insurance.**

4.1. The parties have revised **Paragraph 16 Insurance**, to add the following language:

4.2.1. Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts,

Contract No.: CTN-IT-19-019

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Action Communications, Inc.  
33 N. Stone Rooftop License Agreement

boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Licensee.

**4.2.3 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 Licensee.

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

- 5. Notice.** Section 30 of the original license is hereby replaced with the following:

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:

PIMA COUNTY:  
Information Technology Department  
Attn: Contract Administrator  
33 N Stone; 14<sup>th</sup> Floor  
Tucson, Arizona 85701  
(520)724-9590  
ITD\_Purchasing@pima.gov

LICENSEE:  
Action Communications, Inc.  
  
2816 N Stone Avenue  
Tucson, Arizona 85705  
(520)792-0326  
sales@actioncommunications.com

- 6. Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Licensee engages in for-profit activity and has 10 or more employees, and if this License has a value of \$100,000.00 or more, Licensee 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.
- 7. Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Licensee engages in for-profit activity and has 10 or more employees, Licensee 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 Licensee becomes aware during the term of the License that Licensee is not in compliance with A.R.S. § 35-394, Licensee 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

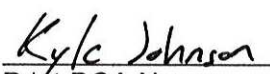
**ATTEST**

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

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

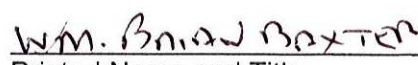
  
\_\_\_\_\_  
Deputy County Attorney

  
\_\_\_\_\_  
Print DCA Name

  
\_\_\_\_\_  
Date

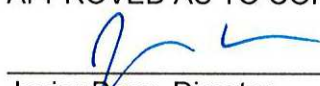
**LICENSEE**

  
\_\_\_\_\_  
Authorized Officer Signature

  
\_\_\_\_\_  
Printed Name and Title

  
\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
Javier Baca, Director  
Information Technology Department

  
\_\_\_\_\_  
Date

**Exhibit G (1 page)**  
**Scope of Services**  
**Commencement Date: August 1, 2023**

# EXHIBIT G

## 33 N. STONE AVENUE ROOFTOP LICENSE FEE SCHEDULE

| Site ID              | Location           | Type                   | Monthly Fee         |
|----------------------|--------------------|------------------------|---------------------|
| 33 N. Stone          | 33 N. Stone Avenue | *Antennas              | *\$1,915.60         |
|                      |                    | Shelter A Space, 10 SF | \$403.00            |
| <b>TOTAL MONTHLY</b> |                    |                        | <b>**\$2,318.60</b> |

### MONTHLY PAYMENTS DUE

|              |            |                      |
|--------------|------------|----------------------|
| Sixth Year   | \$2,902.82 | (\$2,818.27 plus 3%) |
| Seventh Year | \$2,989.90 | (\$2,902.82 plus 3%) |
| Eighth Year  | \$3,079.60 | (\$2,989.90 plus 3%) |
| Ninth Year   | \$3,171.99 | (\$3,079.60 plus 3%) |
| Tenth Year   | \$3,267.15 | (\$3,171.99 plus 3%) |

#### \* Tower and Rooftop Fee monthly charge

|                                  |   |                         |
|----------------------------------|---|-------------------------|
| (1) Antenna ≤ 500W @ \$202.00    | = | \$202.00 / month        |
| Antenna C/L Height ≥ 90' (+ 50%) | = | <u>\$101.00 / month</u> |
| Subtotal                         | = | \$303.00 / month        |

|  |   |                        |
|--|---|------------------------|
| (1) Antenna ≤ 500W @ \$202.00            | = | \$202.00 / month       |
| Antenna C/L Height ≥ 60' & ≤ 90' (+ 30%) | = | <u>\$60.60 / month</u> |
| Subtotal                                 | = | \$262.60 / month       |

|                          |   |                    |
|--------------------------|---|--------------------|
| (5) Repeaters @ \$270.00 | = | \$1,350.00 / month |
|--------------------------|---|--------------------|

**Total = \$1,915.60 / 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.