



Contract Number: CT-IT-12 \* 91-01  
Effective Date: 01-1-14  
Term Date: 6-30-14  
Cost: \$75,000.-  
Revenue: \_\_\_\_\_  
Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
Action: 4-1-14  
Renewal By: \_\_\_\_\_  
Term: 6-30-14  
Reviewed by: YK

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

Requested Board Meeting Date: December 10, 2013

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

This First Amendment to License Agreement issued by American Towers, Inc. grants permission for Pima County to continue utilizing the communications facility at Tucson Mountain, 7120 West Hidden Canyon Drive for an additional six month period, through June 30, 2014, with 90 day option to renew or terminate. Pima County's ITD Wireless Services Division has an ongoing need for use of this facility to provide coverage in the vicinity of Tucson Mountain area. This site is a critical part of Pima County's Public Safety Radio System and will not function properly without it. However, Pima County will no longer need this site once Pima County Wireless Integrated Network (PCWIN) is fully operational.

CONTRACT NUMBER (If applicable): CT-IT-12000000000000000091

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

The Information Technology Department recommends that the Pima County Board of Supervisors and the Chairman approve the First Amendment to License Agreement with American Towers, Inc.

CORPORATE HEADQUARTERS: Delaware

To: COB - 11-27-13  
Agenda - 12-10-13  
(2)

Procure Dept 11/21/13 PM09:58

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

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

PIMA COUNTY COST: \$75,000.00 and/or REVENUE TO PIMA COUNTY:\$

FUNDING SOURCE(S): General Fund

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
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**Board of Supervisors District:**

1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4	<input type="checkbox"/>	5	<input checked="" type="checkbox"/>	All	<input type="checkbox"/>
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**IMPACT:**

**IF APPROVED:**

Pima County will continue to use American Towers' communications facility at Tucson Mountain to provide coverage for the Pima County's Wireless Services Division.

**IF DENIED:**

Pima County's Wireless Services Division will not continue its use of American Towers' communication facility at Tucson Mountain, which will negatively impact the Public Safety communication needs of the County pending full operation of the PCWIN system.

DEPARTMENT NAME: Information Technology

CONTACT PERSON: Julie K McWilliams TELEPHONE NO.: 520-724-8066

<b>CONTRACT</b>	
NOCT-IT-12 00000 00000 00000 91	
<b>AMENDMENT NO.</b> 01	
This number must appear on all invoices, correspondence, documents pertaining to this contract.	

Licensor Site Name/Number: Tucson Mountain, T2 AZ / 8159  
 Licensor Contract Number: 00306574  
 Licensee Site Name/Number: N/A

**FIRST AMENDMENT TO LICENSE AGREEMENT**

This First Amendment (the "First Amendment") to that certain License Agreement dated June 7, 2011 by and between American Towers, Inc. and Pima County Government, Information Technology Department (the "Agreement") is made and entered into as of the latter signature date hereof, by and between American Towers LLC, a Delaware limited liability corporation (the "Licensor"), as successor-in-interest to the Agreement and Pima County AZ, a government information technology department (the "Licensee") (collectively, the "Parties").

**RECITALS**

WHEREAS, Licensor owns a certain communications tower and owns a certain parcel of land located at 7120 West Hidden Canyon Drive, Tucson, AZ 85745-9031 more commonly known to Licensor as the TUCSON MOUNTAIN, T2 AZ, AZ tower site (the "Tower Facility"); and

WHEREAS, Licensor and Licensee entered into the Agreement for the use of a certain portion of the Tower Facility; and

WHEREAS, Licensor and Licensee agree to modify the terms of the Agreement as set forth herein; and

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) Licensor and Licensee agree and acknowledge that Licensee shall have the right to terminate the Agreement on June 30, 2014 upon at least 90 days prior written notice to Licensor. If Licensee fails to exercise its termination right by March 30, 2014, the limited termination right shall expire, the Agreement shall continue through the end of the Initial Term, and any provision with respect to the Renewal Terms shall remain in full force and effect.
- 2) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 3) All other terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Licensors Site Name/Number: Tucson Mountain, T2 AZ / 8159

Licensors Contract Number: 00306574

Licensee Site Name/Number: N/A

**IN WITNESS WHEREOF**, the Parties hereto have set their hands to this First Amendment to that certain License Agreement as of the day and year written below:

LICENSOR:

American Towers LLC, a Delaware limited liability corporation

LICENSEE:

Pima County AZ, a government information technology department

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "MARC NATELSKY", is written over a faint, circular official stamp. The stamp contains some illegible text, possibly "PIMA COUNTY, ARIZONA".

**MARC NATELSKY**