



Contract Number: CT-IT-12 \* 86-03  
 Effective Date : 5-1-14  
 Term Date 4-30-15  
 Cost : 120,000.-  
 Revenue : \_\_\_\_\_  
 Total : \_\_\_\_\_ NTE: \_\_\_\_\_  
 Action  
 Renewal By : 2-1-15  
 Term : 4-30-15  
 Reviewed by: [Signature]

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: May 6, 2014

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

*This Amendment to the contract with GRUPO-SMS USA LLC provides continued support for Pima County's PimaCore and Tax Assembly Financial systems. The vendor has been providing specialized programmers/consultants under this contract to enhance the capabilities of these two mission critical programs because the Information Technology Department does not have the necessary resources to perform the required services for these programs. Furthermore, a competitive bid process ultimately would not produce another vendor with the requisite technical and specific Pima County expertise/knowledge or comparable costs to successfully perform the required services.*

CONTRACT NUMBER (If applicable): CT-IT-12000000000000000086  
(fka #07-14-G-143969-0511)

**STAFF RECOMMENDATION(S):**

*The Information Technology Department recommends that the Pima County Board of Supervisors adopt and the Chairman sign the Amendment to the contract with GRUPO-SMS USA LLC.*

CORPORATE HEADQUARTERS: California

Ver. 20  
 Vendor - 1  
 Pgs. 3

Addendum

To: CHN- 4/23/14 By Dept  
 COB- 4/24/14  
 Agenda 5-6-14 (2)

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

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

PIMA COUNTY COST: 120,000.00 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:**

		YES	X	NO
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**Board of Supervisors District:**

1		2		3		4		5		All	X
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**IMPACT:**

**IF APPROVED:**

*Pima County will continue to employ the expertise, skill and knowledge of GRUPO-SMS USA LLC, a specialized developer who has played a key role in the PimaCore and Tax Assembly programs which are mission critical financial systems.*

**IF DENIED:**

*Pima County will not have the necessary expertise, skill and knowledge of GRUPO-SMS USA LLC to effectively integrate the PimaCore and Tax Assembly programs, which are mission critical financial systems.*

DEPARTMENT NAME: Information Technology

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

<p><b>PIMA COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY</b></p> <p><b>PROJECT: Tax Assembly System/Health and Medical Consulting Service Consulting Services, IT Department Use Only</b></p> <p><b>CONTRACTOR: GRUPO-SMS USA, LLC.</b></p> <p><b>CONTRACT NO.: CT-IT-12000000000000000086</b> (former contract #07-14-G-143969-0511)</p> <p><b>CONTRACT AMENDMENT NO.: Three (#03)</b></p>	<table border="1"> <tr> <td colspan="2" style="text-align: center;"><b>CONTRACT</b></td> </tr> <tr> <td colspan="2" style="text-align: center;">NO. <u>CT-IT-12000000000000000086</u></td> </tr> <tr> <td colspan="2" style="text-align: center;">AMENDMENT NO. <u>03</u></td> </tr> <tr> <td colspan="2">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>	<b>CONTRACT</b>		NO. <u>CT-IT-12000000000000000086</u>		AMENDMENT NO. <u>03</u>		This number must appear on all invoices, correspondence and documents pertaining to this contract.	
<b>CONTRACT</b>									
NO. <u>CT-IT-12000000000000000086</u>									
AMENDMENT NO. <u>03</u>									
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<b>ORIG. CONTRACT TERM:</b> 05/01/2011 - 04/30/2012	<b>ORIG. CONTRACT AMOUNT:</b> \$100,000.00
<b>TERMINATION DATE PRIOR AMENDMENT:</b> 04/30/2014	<b>PRIOR AMENDMENTS:</b> \$240,000.00
<b>TERMINATION THIS AMENDMENT:</b> 04/30/2015	<b>AMOUNT THIS AMENDMENT:</b> \$120,000.00
	<b>REVISED CONTRACT AMOUNT:</b> \$460,000.00

**CONTRACT AMENDMENT**

WHEREAS, COUNTY and CONTRACTOR entered into a Contract for services as referenced above; and

WHEREAS, CONTRACTOR and COUNTY pursuant to Article I – Term, have agreed to extend the Contract term for a period of one year; and

WHEREAS, CONTRACTOR and COUNTY have agreed to increase the contract amount to allow payment for the continued provision of professional consulting services during the extended term of the contract.

NOW, THEREFORE, it is agreed as follows:

**CHANGE: ARTICLE I – TERM AND EXTENSION/RENEWAL/CHANGES:**

From: "...shall terminate on April 30, 2014..."

To: "...shall terminate on April 30, 2015..."

**CHANGE: ARTICLE III – COMPENSATION AND PAYMENT:**

From: "...not to exceed three hundred and forty thousand dollars (\$340,000.00)."

To: "...not to exceed four hundred and sixty thousand dollars (\$460,000.00)."

**CHANGE: ARTICLE IV – INSURANCE:**

Add: "Any modification or variation from the insurance requirements in this Contract shall be made by the contracting department in consultation with the Division of Risk Management. Such modification will not require a formal Contract amendment, but may be made by administrative action, and without the consent

of Contractor, upon notice by County. Contractor shall supply a certificate of insurance including the modification within ten (10) days from the date notice of the modification is received by Contractor. Such notice will be given pursuant to the terms of the Contract; if the Contract does not specify a notice procedure, County 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 Contractor to supply a modified certificate of insurance as required by this paragraph shall constitute material breach by Contractor and grounds for immediate termination of the Contract by County. Contractor further hereby consents to the addition of the modified insurance requirements to the Contract."

The effective date of this Amendment shall be the 1st day of May, 2014.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)**

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

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

**APPROVED:**

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

\_\_\_\_\_  
Date

**CONTRACTOR:**

  
\_\_\_\_\_  
Signature

Justin Winder, President  
\_\_\_\_\_  
Name and Title (Please Print)

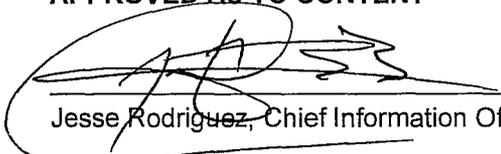
4/22/2014  
\_\_\_\_\_  
Date

**ATTEST**

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

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
Jesse Rodriguez, Chief Information Officer

4/23/14  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Marc Natelsky, Deputy County Attorney

4/18/14  
\_\_\_\_\_  
Date