



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

Award Contract Grant

Requested Board Meeting Date: April 4, 2023

* = Mandatory, information must be provided

or Procurement Director Award

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

Federal Bureau of Investigation (FBI)

***Project Title/Description:**

Tower and Communications Site License Agreement for Wireless Communications Facilities

***Purpose:**

The previous FBI License Agreement had utilized all available renewal periods This new License Agreement allows the Federal Bureau of Investigation to continue to install, operate, and maintain radio and microwave antennas on the on the tower facility and within the Communications Building, located on Tumamoc Hill, at 1675 West Anklam Road, Tucson AZ, 85745.

***Procurement Method:**

Non-Procurement Contract and not subject to Procurement Rules

***Program Goals/Predicted Outcomes:**

To ensure ongoing operation of FBI operated and maintained radio equipment.

***Public Benefit:**

To provide continued radio communication systems required by the FBI in unincorporated Pima County.

***Metrics Available to Measure Performance:**

Annual Tumamoc communications site inspection and tower inspections.

***Retroactive:**

This agreement is retroactive. The previous license agreement expired on November 30, 2022. ITD began working on a renewal with the FBI in July of 2022. A draft agreement was submitted to PCAO on September 21, 2022. Internal reviews were completed and PCAO approved the agreement on October 25, 2022. The agreement was submitted to Risk management for review on October 25, 2022, and the review and edits were completed October 27, 2022. The final ITD review was completed, and all Exhibits were assembled, and the document was submitted to the FBI for their review and signature, on November 7, 2022. ITD followed up with the FBI on the status of the review and approval of the agreement on November 30, 2022, December 6, 2022, January 3, 2023, January 23, 2023, February 6, 2023, February 17, 2023, and February 23, 2023. ITD received the signed documents from the FBI on March 6, 2023. If this retroactive agreement is not approved, the FBI will be required to remove all equipment and antennas from the Tumamoc Hill Communications Site.

To: COB, 3-16-23 (2)
Vers.: 1
pgs.: 24

Contract / Award Information

Document Type: CTN Department Code: IT Contract Number (i.e.,15-123): 23-0144
Commencement Date: 12/1/2022 Termination Date: 11/30/2027 Prior Contract Number (Synergen/CMS): _____
 Expense Amount: \$* _____ Revenue Amount: \$ _____

*Funding Source(s) required: N/A

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: _____ Department Code: _____ Contract Number (i.e.,15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

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 Telephone: 520-724-2316 / 724-9590

Department Director Signature/Date: _____ 3/15/2023

Deputy County Administrator Signature/Date: _____ 3/15/2023

County Administrator Signature/Date: _____ 3/15/2023
(Required for Board Agenda/Addendum Items)

Pima County Department of Information Technology

Project: Tower and Communications Site License Agreement for Wireless Communications Facilities

Contractor: Federal Bureau of Investigation

Amount: \$0.00

Contract No.: CTN-IT-23-0144

Funding: General Fund

**TOWER AND COMMUNICATIONS SITE LICENSE
FOR WIRELESS COMMUNICATIONS FACILITIES**

This License is between Pima County (the "County"), a political subdivision of the State of Arizona, and the Federal Bureau of Investigation, (the "Licensee"). The parties agree as follows:

1. **License** – County hereby grants non-exclusive permission to Licensee to install, maintain, operate, and remove certain communications equipment ("the Equipment") on the tower facility and site, as described in **Exhibit A** – Tumamoc Hill Communications Equipment, **Exhibit B** – Tower Drawing, **Exhibit C** – Communications Site Drawing, and **Exhibit D** – Data Sheets, at 1675 W. Anklam Road, Tucson Arizona, 85701 ("the Site"). The Equipment will consist only of the equipment as described in Exhibits A, B, C, and D. Any modifications to Exhibits A, B, C, and D, or additions or changes made to the Equipment described in those Exhibits will be made pursuant to Paragraph 26.
2. **Term, Renewal, and Termination** – This License commences on December 1, 2022 and will terminate on November 30, 2027, unless extended or terminated as provided below. The License is renewable for an additional three five-year periods upon the mutual written agreement of the parties.

Either party may terminate this License at any time with at least 90 days' notice to the other party. In addition to any other termination provisions in this License, Licensee may terminate this License under the following circumstances by providing at least 30 days' written notice to County: (i) if the actions or equipment of a third party (*i.e.*, a party other than County, Licensee, or the agents or employees of either) cause interference that results in a measurable diminution in the quality of Licensee's transmission or reception capability and that cannot be remedied after reasonable efforts to do so have been exhausted by Licensee and such third party, (ii) if Licensee's FCC license is canceled or not renewed by the FCC through no fault of Licensee, or (iii) if there is any unreasonable change to or denial of Licensee's access to the Site for the purposes of installing, modifying, inspecting, repairing, or removing Licensee's equipment.

3. **Suitability of Site** – Licensee has visited and inspected the Site, accepts the physical condition thereof, and acknowledges that no representations or warranties have been made to Licensee by County regarding the condition of the Site and/or the building, or

regarding the suitability thereof for Licensee's use. Licensee is responsible for determining the acceptability and adequacy of the Site for Licensee's use.

4. **Installations** – If the parties modify the exhibits to allow Licensee to install additional Equipment, Licensee will submit to County, for County's approval, detailed written plans and specifications as to installation of the additional Equipment. County will not unreasonably withhold such approval. Licensee will perform the installation of the Equipment in accordance with **Exhibit E** - Special Conditions, Facility Rules and Regulations. County will determine the location for installation of the Equipment. County will take into consideration of the needs of Licensee when determining the location for the Equipment. Licensee is solely responsible for ensuring that its Equipment is installed properly. County will not be unreasonable in its requirements, which will be based on good engineering practices, space utilization, and engineering quality control of the Site and the requirements of County. Licensee will utilize the existing electric circuits at the Site. If Licensee's power requirements exceed the existing capacity or power distribution, Licensee shall, with County's consent, increase such capacity according to code to meet Licensee's needs. If County does not consent to an increase in existing capacity within 30 days after the date of Licensee's request, Licensee may void this License by giving County 30 days' written notice.
5. **Third-Party Installers** – Licensee must obtain County's written consent to the use or employment of any third-party installer at the Site. County will not unreasonably withhold such consent. Any third-party installer must submit to County a certificate of insurance naming County as an additional insured and protecting itself and County against any and all claims, demands, actions, judgments, costs, expenses, and liabilities that may arise out of or result, directly or indirectly, from its installation of Licensee's equipment at the Site. Such certificate of insurance must specifically indicate that the third-party installer has insurance specifically related to tower work if such installation involves a tower. Licensee is responsible and liable for any and all actions of any third-party installer, and for ensuring that the actions and work of any third-party installer are consistent with Licensee's obligations under this License. County has the right to disapprove any third-party installer. Licensee's sole remedies in the event of such disapproval by County are (i) to seek County's consent to a different installer or subcontractor or (ii) to void this License by giving County 30 days' written notice. Any actions and work by a third-party installer must be done in conformity with all ordinances, codes, and technical standards, at Licensee's expense, and performed according to code. All third-party installer crews must have in their possession an installation form issued to them by County prior to the commencement of work at the Site. Licensee will notify County at least 24 hours prior to the commencement of work by any third-party installer. Tower climbers must be certified under the Occupational Safety and Health Administration's Construction Standards in 29 C.F.R. Part 1926.
6. **Interference** – Licensee has satisfied that the Equipment is of a type and frequency that will not cause damage to the Site or surrounding property, or cause damage to or interference with electronic or other equipment and/or the television or radio reception of County or of residents and tenants of the Site. In the event the Equipment causes such damage or interference, Licensee will cooperate with County in determining the source and will immediately take all steps necessary to correct and eliminate the interference. County will provide notice to Licensee of any damage or interference. If Licensee cannot eliminate the interference within 48 hours after receipt of notice from County, Licensee will discontinue use of any equipment creating the interference (the "Interfering

Equipment”) by temporarily disconnecting the electric power and shutting down the Interfering Equipment (except for such intermittent operation as is necessary for the purpose of testing after the performance of any maintenance, repair, modification, replacement, or other action designed to correct such interference). If Licensee cannot pinpoint the cause of the interference to a particular piece of equipment or system, Licensee will disconnect the electric power and shut down all of its Equipment until Licensee has corrected the interference problem. If Licensee has not corrected the interference within 30 days after receipt of the notice, Licensee will remove its equipment from the Site within an additional 30 day period. This License will then terminate without further obligation by either party, except for any obligations then owing or past-due, and except as may otherwise be enumerated specifically in the License. County is not liable to Licensee for any interruption of service of Licensee or for interference with the operation of Licensee’s equipment.

7. **Compliance with Statutes and Regulations** – Licensee will install, operate, and maintain Licensee’s equipment in accordance with the requirements and specifications of all laws, codes, and regulations of all governmental bodies and agencies that have any jurisdiction over the Equipment, including any rules and/or orders now in effect or that subsequently issued by the Federal Communications Commission (“FCC”) and the United States Environmental Protection Agency. Licensee will also comply with the relevant standards promulgated by the American National Standards Institute. Licensee must know and conform to these laws, codes, regulations, standards, and requirements, and obtain all required permits prior to the date of installation of any equipment.
8. **Services by County** – If County provides repair, technical, removal, or other services (including but not being limited to engineering services), directly or indirectly, to Licensee, Licensee will reimburse County for Licensee’s reasonable proportionate share (as determined by County) of the expenses and costs incurred by County in the provision of such services.
9. **Maintenance of Licensee’s Equipment** – Licensee will, at its own expense, operate and maintain any equipment that it installs at the Site in a safe condition, in good repair, and in a manner suitable to County so as not to conflict with the use of the Site or surrounding areas by County or any other authorized user.
10. **Responsibility for Licensee’s Equipment** – Any equipment installed by Licensee remains the property of Licensee. Licensee agrees that County does not bear any responsibility for Licensee’s equipment or services provided by Licensee. Licensee further agrees that it has no right to demand that County or its agents or employees alter, maintain, or repair the Site, Licensee’s equipment, or any other property or equipment, regardless of who might own or otherwise be responsible for such property or equipment. Licensee further acknowledges and agrees that County does not bear any responsibility or liability to Licensee for construction means, techniques, sequences, or procedures in connection with any work performed on the Site or on any other property or equipment either by County or by others.
11. **Access** – Licensee has been issued Communications Building keys and the Communications Building alarm code, and will have access to the Site for the purpose of installing, operating, inspecting, servicing, maintaining, repairing, and removing its equipment at any time. County further grants Licensee a right of access to the areas where Licensee’s connecting equipment is located for the purposes of installing,

operating, maintaining, and repairing same. Only authorized engineers, employees, contractors, technicians, third-party installers, subcontractors, and agents of Licensee or the FCC, or persons under Licensee's direct supervision, will be permitted to enter the Site, and then only for the purposes of installing, operating, removing, servicing, repairing, inspecting, or maintaining Licensee's equipment. For access issues or questions, Licensee must contact County through PCWIN at (520) 724-7200.

12. **License Fee** – No license fee will be charged Licensee at this time for use of the site at Tumamoc Hill. If in the future the County is charged a fee by the University of Arizona ("Owner"), the County will pass these costs on to the Licensee.

A. Antenna and Rack Space:

Total Monthly Tower Space Rent: \$0.00

B. Total Monthly Building Space Rent:

Proportionate percentage of any rent charged to the Space Provider for its use of the space: Currently \$0.00.

13. **Additional Payments** – The License Fee in Paragraph 12 is in addition to any other sums of money, charges, or other amounts required to be paid by Licensee, whether to County or to any other entity. Such additional payments will include that portion, if any, of any tax (including excise tax), fee, or other assessment attributable to Licensee's use of the Site or to the Site generally.

14. **Excise Tax** – In addition to any other sums due under this License, Licensee will pay to County, on or before December 1 of each year during the Term, any property-lease excise tax due under A.R.S. § 42-6201, *et seq.* Licensee's failure to pay the taxes constitutes an event of default for which this License may be terminated under Section 25, and penalties and interest shall accrue as provided by law. If this License is exempt from such excise tax under A.R.S. § 42-6208, Licensee will keep the information required by A.R.S. § 42-6204. County will calculate the amount of tax on the applicable space and invoice Licensee separately in time to meet the annual payment of December 1.

15. **Utilities - Monthly Service Cost:** Proportionate share of all costs incurred by the County for commercial electric service, emergency generator service, fuel, maintenance, and generator replacement costs. Proportionate share is to be based on a percentage of total equipment load contributed by the Parties individually owned equipment. Costs are payable to the County monthly.

All payments must be made payable to:

Attn: Pima County Treasurer
Pima County Revenue Management
33 N. Stone
Mailstop – DT-BAB6-401
Tucson, AZ 85701

16. **Insurance** – Licensee shall carry adequate insurance to protect Licensee and County 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 County. Licensee must deliver to County satisfactory proof of the following insurance coverages.

Commercial General Liability insurance with coverage in an amount not less than \$2,000,000.00 per occurrence and aggregate covering the Premises and all activities thereon, endorsed to include Pima County as an additional insured. Business Automobile Liability coverage for owned, non-owned, and hired vehicles with limits in the amount of \$1,000,000 combined single limit for vehicles used in the operations at the Premises. Workers’ Compensation insurance with the required statutory limits for all persons employed or hired by Licensee to work on the Premises. Policy shall include Employers’ Liability coverage in an amount not less than \$1,000,000 per injury, illness, or disease. Workers’ Compensation coverage is to include a waiver of subrogation.

Property Insurance – Business property insurance to include broad form property coverage for Licensee’s property with the full replacement cost of all Licensee property and improvements on the Premises with County added as an additional insured. Licensee must furnish to County a Certificate of Insurance documenting proof Builder’s Risk/Installation insurance that Licensee, or Licensee’s contractor, has obtained. Coverage to include broad form and “all risks” builder’s risk/installation policy providing insurance while contractor is installing, repairing or replacing parts on the Tower. County is to be included as an additional insured on the property policy.

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

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.

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.

Licensee shall, during the term of this License, including any renewals and any holding-over thereafter, provide County with current certificates of insurance evidencing that such insurance is in full force and effect, with policy endorsed to include County as an additional insured, and is non-cancelable without at least 30 days’ written notice to County. The certificates of insurance as required herein must be presented to County within 10 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.

Any modification or variation from the insurance requirements in this License shall be made by the licensing department in consultation with the Pima County 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 County. Licensee shall supply a certificate of insurance including the modification within 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, 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 Licensee to supply a modified certificate of insurance as required by this paragraph shall constitute material breach by Licensee and grounds for immediate termination of the License by County. Licensee further hereby consents to the addition of the modified insurance requirements to the License.

17. **Rights to Equipment** – During the term of this License, provided that Licensee is not in default hereunder, County will not claim any interest in, make claim to, or assert any right to the Equipment. Provided Licensee is not then in default of this License, Licensee may, at its election, have its Equipment removed on or before the expiration or termination of this License, provided that Licensee will repair any damage caused by the removal. In the case of damage to the Site, Licensee agrees to engage such contractor or contractors as County may require to perform the necessary repairs, and to pay for the repairs.

Any of Licensee's property remaining on the Site 30 days after the expiration or termination of this License becomes the property of County, free of any claim by Licensee or any person claiming through Licensee. At the termination or expiration of the License, Licensee agrees to restore the Site to its original condition except for reasonable wear and tear.

18. **Holding Over** – Any holding over by Licensee after the expiration of the term without County's written consent will be construed as a tenancy at sufferance, subject to all of the provisions of this License and at twice the monthly License Fee prevailing in the last month of the term (including any renewals), and increasing at the same annual rate as provided in Paragraph 12. At all times during any holdover period, County has the unilateral right to terminate this License and to remove Licensee's equipment.

19. **Indemnification** – Licensee will indemnify, defend, and hold County and its officers, elected officials, employees, agents, and contractors harmless from any suits, claims, liabilities, damages, and expenses including, but not limited to, reasonable attorneys' fees, arising out of the injury to or death of any person, damage to any property, or infringement of any property rights, that may be alleged, charged, or otherwise asserted in connection with the installation, operation, removal, or maintenance of Licensee's equipment on or about the Site, or with any act, omission, or negligence of Licensee or Licensee's agents, employees, or contractors on or in the vicinity of the Site, except as said claims or demands may be the result of the negligence of County or its employees or agents. This indemnity survives any termination or expiration of this License.

Licensee further agrees to indemnify, hold harmless, and defend County and its officers, elected officials, employees, agents, and contractors from any suits, claims, liabilities, damages, and expenses including, but not limited to, reasonable attorneys' fees, arising out of any damage to the Site or surrounding property or out of interference with electronic or other equipment and/or the television or radio reception of County or of residents and/or tenants of the Site. This indemnity survives any expiration or termination of this License.

Licensee further agrees to indemnify, hold harmless, and defend County and its officers, elected officials, employees, agents, and contractors from any suits, claims, liabilities, damages, and expenses including, but not limited to, reasonable attorneys' fees, arising out of any failure or alleged failure by County to alter, maintain, or repair the Site, Licensee's equipment, or any other property or equipment, regardless of who might own or otherwise be responsible for such property or equipment, or out of the construction means, techniques, sequences, or procedures used in connection with any work performed on the Site or on any other property or equipment either by County or by others. This indemnity survives any expiration or termination of this License.

Licensee further agrees to indemnify, hold harmless, and defend County and its officers, elected officials, employees, agents, and contractors from any suits, claims, liabilities, damages, and expenses including, but not limited to, reasonable attorneys' fees, arising out of any failure or alleged failure by County or Licensee to implement or to abide by any safety program or programs.

20. **Repairs** – In addition to the repairs referred to in Paragraph 16, Licensee will repair any damage to the Site that results from the use and operation of its equipment at the site and the acts or negligence of Licensee or its agents, servants, contractors, or employees. Such repairs must be accomplished in a manner and by a contractor satisfactory to County.
21. **Improvements to Premises** – County reserves the right to implement and utilize improvements in technology or management techniques that will provide for better management and use of the space and capacity of the Site, including but not limited to the use of combiners, special antennas, etc. County may require Licensee to incorporate such improvements into the systems Licensee has installed and is operating at the Site. Licensee will, within 90 days of its receipt of County's written demand to do so, either (i) incorporate the improvements or (ii) if the cumulative cost of the required improvements exceeds \$4,000, give written notice to County of its intention to terminate this License 30 days after the date that County receives the notice.
22. **Coordination of Operation** – County will make reasonable efforts to give Licensee advance notice (except in the case of emergency where advance notice cannot reasonably be given) of any planned shut downs for routine maintenance, and of any repairs, alterations, additions, or improvements to the Site that might materially affect the operation of Licensee's facilities and equipment at the Site. County will make reasonable efforts to minimize any inconvenience, loss, or expense to Licensee arising therefrom, but is not liable to Licensee or any of Licensee's customers for the inconvenience, loss, or expense suffered by Licensee and/or Licensee's customers.
23. **Casualty** – In the event there is a total destruction of the Site by fire or other casualty, and the Site cannot, in County's estimation (which shall be made within 10 days from the date of the casualty), reasonably be restored within 90 days from the date of the casualty, or if County chooses not to undertake restoration, this License will terminate automatically upon the expiration of the 10-day period following the casualty, unless the parties otherwise agree. In the event of damage to the Site by casualty comprising less than a total destruction, Licensee may terminate this License upon 30 days' written notice to County if County (i) chooses not to undertake, (ii) has not completed, or (iii) cannot reasonably be expected to complete the restoration of the Site within three

months from the date of the casualty. If any casualty occurs during the last year of the term of this License or any renewal term, Licensee may terminate the License upon 30 days' written notice to County provided the notice is given within 60 days after the date of the casualty.

24. **Condemnation** – In the event the Site or any significant portion thereof is condemned or otherwise subjected to a taking by any governmental authority exercising the power of eminent domain, this License will terminate as of the date upon which County and/or Licensee are required by the governmental authority to cease their operation(s) at the Site unless County and Licensee are permitted to continue their operations at the Site. Licensee is entitled to seek its own award against the governmental authority only if such award will not result in a diminution of County's award.
25. **Default** – In the event Licensee fails to comply with any of the provisions of this License, or defaults in any of its obligations, County may terminate this License after County has given Licensee written notice of default and Licensee has failed to cure the default within 20 days after receipt of the default notice. If, in County's sole judgment, Licensee cannot reasonably cure the default within the 20 day period, County will extend the time to cure the default for a period of time, not to exceed 60 days, provided that Licensee must proceed promptly to cure the default and pursue cure with all due diligence.

County will not, except in an emergency, undertake to cure any default by Licensee until after the expiration of Licensee's time to cure the default as provided herein. Licensee will reimburse County for any expenses incurred by County in curing any default by Licensee.

In the event the default is for non-payment of the License Fee by Licensee, County will give notice to Licensee via hand delivery, overnight mail, electronic mail, or certified United States Mail of non-receipt of payment. If Licensee fails to make full payment of the License Fee then due within 15 days from the date of delivery of the notice to Licensee, County will have the right to disconnect, remove, and store Licensee's equipment. Licensee will reimburse County for all costs and expenses incurred by County in connection with the disconnection, removal, and storage. Any reimbursement by Licensee does not relieve Licensee of its obligation to pay the License Fees in default together with any additional expenses incurred by County in connection with the collection of the License Fees. The rights and remedies of County described in this Paragraph 25 and elsewhere in this License are not exhaustive and are in addition to any other rights or remedies that may exist now or in the future, at law or equity. Licensee will indemnify, release, defend, and hold harmless County against all losses, costs, including reasonable attorneys' fees, damages, expenses, claims, demands, or liabilities arising out of or caused by, or alleged to have arisen out of or been caused by, the disconnection or removal by County of Licensee's equipment pursuant to this Paragraph 25, or for any resulting impairment to or interruption of Licensee's services or operation.

Any three defaults by Licensee within a 12-month period will be cause for termination of this License by County without the extension of any cure period to Licensee.

26. **Modifications** – Any addition, variation, or modification to this License is void unless made in writing and signed by an authorized representative of each party.

27. **Parties Bound by Agreement** – Subject to the provisions hereof, this License extends to and binds the heirs, executors, administrators, successors, and assigns of the parties hereto.
28. **Assignment** – Without County's written consent, Licensee does not have the right to assign this License, or to sublicense all or any part of its rights or obligations hereunder.
29. **Authority to Sign** – Licensee represents that the individual signing this License on behalf of Licensee has and will maintain full authority to enter into this License and to bind Licensee to the terms, rights, and obligations under this License.
30. **Notices** – All notices sent under this License must be in writing and will be sent to the other party at the following addresses, either by hand delivery, overnight mail, or Certified U.S. Mail, return-receipt requested:

Pima County
 Information Technology Department
 Attn: Contract Administrator
 33 N. Stone Ave., 14th Floor
 Tucson, Arizona 85701
 (520) 724-3314
contract.administrator@pima.gov

Federal Bureau of Investigation
 Attn: Richard Stoddard

 201 E Indianola Avenue
 Phoenix, AZ 85012
 (623) 466-1045
rrstoddard@fbi.gov

SITE ACCESS/OWNER CONTACT:
 University of Arizona – KUAT
 Attn: Frank Fregoso
 PO Box 210067
 Tucson, AZ 85721
 Phone: 520-621-5828
 Email: ffregoso@email.arizona.edu

Pima County
 Wireless Integrated Network
 Attn: PCWIN Admin
 3434 E. 22nd St
 Tucson, AZ 85713
 Phone: 520-724-7200
 Email: pcwinadmin@pima.gov

31. **Compliance with Laws** – In the performance of its obligations under this License, Licensee will comply with all federal, state, and local laws, rules, ordinances, regulations, standards, and Executive Orders. The laws and regulations of the State of Arizona govern the rights of the parties, the performance of this License, and any disputes hereunder. Any legal action relating to this License must be filed and maintained in an Arizona Court, in Pima County, Arizona.
32. **Non-Discrimination** – Licensee shall comply with Arizona Executive Order 2009-09 which is incorporated into this License including flow down of all provisions and requirements to any subcontractors. During the term of this License, Licensee will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
33. **Licensee Has no Interest or Estate** – Licensee agrees that it has no claim, interest, or estate at any time in the Site by virtue of this License or its use hereunder. Upon termination of this License, Licensee has no right of entry into or upon the Site.
34. **Conflict of Interest** – This Agreement is subject to the provisions of A.R.S. section 38-511.

35. **Force Majeure** – Neither of the parties are responsible for damages due to delay that is the result of a contingency beyond the reasonable control of either party, including, but not limited to, acts of nature, pestilence, strikes, embargoes, lockouts, boycotts, civil disturbance and disobedience, riots, war, revolution, acts of government, world shortage of qualified materials, accidents, fires, or floods. Upon the occurrence of such an event, the duties and obligations of the parties will be suspended for so long as the event prevents proper performance under this License. However, if such suspension continues in excess of 90 days, the parties will meet and attempt to arrive at a mutually acceptable compromise. In the absence of such compromise, this License will terminate.
36. **Entire Agreement/Severability** – This document constitutes the entire agreement between the parties, and all prior or contemporaneous agreements and understandings, oral or written, hereby are superseded. This License may be modified, amended, altered, or extended only by a written amendment signed by the parties.

If any provision of the License is deemed invalid, it will be considered deleted from this License and will not serve to invalidate the remaining provisions of this License to the fullest extent possible.

IN WITNESS WHEREOF, the parties have executed this License.

PIMA COUNTY

Federal Bureau of Investigation

Chairman
Board of Supervisors

Nancy J Beck
Authorized Officer Signature

Date

Nancy J Beck Contracting Officer
Printed Name and Title

1/28/23
Date

ATTEST

Melissa Manriquez, Clerk of the Board

Date

APPROVED AS TO FORM

APPROVED AS TO CONTENT

Bobby [Signature]
Deputy County Attorney

[Signature]
Javier Baca, Director
Information Technology Department

3/8/2023
Date

3/15/2023
Date

APPROVED AS TO CONTENT

Robert Meredith
Robert Meredith, Executive Director
Pima County Wireless Integrated Network Department

3/9/23
Date

EXHIBIT A
COMMUNICATIONS EQUIPMENT

7 Transmitters operating at the following frequencies:

1. 167.2875 MHz
2. 167.7375 MHz
3. 170.8375 MHz
4. 170.8625 MHz
5. 170.9625 MHz
6. 171.6125 MHz
7. 173.6375 MHz

7 Receivers operating at the following frequencies:

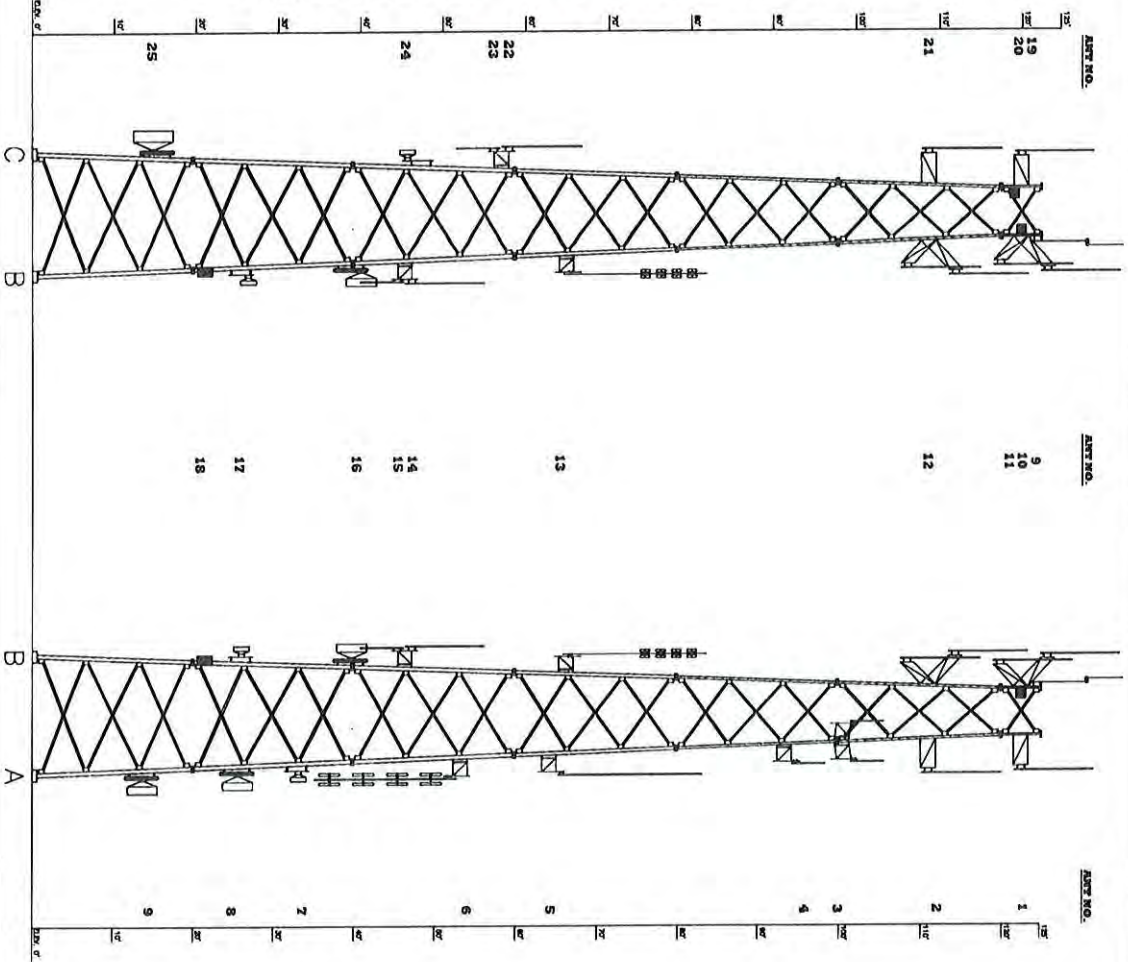
1. 162.7500 MHz
2. 163.6875 MHz
3. 163.9000 MHz
4. 163.9250 MHz
5. 163.9875 MHz
6. 165.2875 MHz
7. 165.9250 MHz

3 LMR-400 Transmission/receiver lines connecting the transmitter/receiver and the transmit/receive antennas.
Effective Radiated Power radiated by the transmit antennas will be ≤ 100 watts.

Licensee antenna(s):

Quantity	Type	Make	Model No	Size	Location	Height	Diameter
2	VHF Omni	Telewave	ANT150F2	60"	B	102'	LMR-400
1	VHF Omni	Telewave	ANT150F2	60"	B	96"	LMR-400

EXHIBIT B - TOWER DRAWING

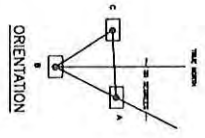


ANTENNA #	LEG	ELEVATION	OWNER	ANTENNA TYPE
1	A	123 FEET	PCWIN	11' WHIP
2	A	110 FEET	PCWIN	11' WHIP
3	A	102 FEET	FBI	2-5' WHIP
4	A	96 FEET	FBI	1-5 WHIP
5	A	65 FEET	COT	18' WHIP
6	A	53 FEET	COT	18' VHF ANTENNA
7	A	32 FEET	COT	2' DISH
8	A	26 FEET	PCWIN	4' DISH
9	A	16 FEET	PCWIN	4' DISH

ANTENNA #	LEG	ELEVATION	OWNER	ANTENNA TYPE
9	B	125 FEET	PC	LIGHTNING ROD
10	B	123 FEET	PCWIN	2-11' WHIP
11	B	123 FEET	PCWIN	TOWER TOP AMP
12	B	110 FEET	PCWIN	2-11' WHIP
13	B	66 FEET	COT	18' UHF ANTENNA
14	B	45 FEET	PC RWRD	10' WHIP
15	B	43 FEET	PC RWRD	5' WHIP
16	B	40 FEET	PCWIN	4' DISH
17	B	26 FEET	COT	2' DISH
18	B	20 FEET	COT	2' PANEL

ANTENNA #	LEG	ELEVATION	OWNER	ANTENNA TYPE
19	C	121 FEET	PCWIN	TOWER TOP AMP
20	C	123 FEET	PCWIN	11' WHIP
21	C	110 FEET	PCWIN	11' WHIP
22	C	59 FEET	PC RWRD	10' WHIP
23	C	57 FEET	PC RWRD	5' WHIP
24	C	45 FEET	PCITD	8' DISH
25	C	24 FEET	PCITD	8' DISH

GENERAL NOTES:
 1. ANTENNA HEIGHTS ARE MEASURED FROM BASE.
 2. DISH, PANEL, & YAGI HEIGHTS ARE MEASURED FROM CENTERLINE.



LAT/LONG:
 110-00-20.6W
 23-12-15.5N

PIMA COUNTY
INVESTIGATION TECHNOLOGY

EXHIBIT B - TOWER DRAWING
TUMACACI HILL TOWER AND COMMUNICATIONS SITE
DESIGN ARCHITECT
FEDERAL BUREAU OF INVESTIGATION

OWNER: JH	DATE: 02/20/2012
PROJECT NO: 00292/2012	SCALE: 1/8" = 1'-0"
DRAWN BY: JH	CHECKED BY: JH

REV. 02-15-2012
RS: RDS/MAL

1	REV.
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EXHIBIT C-COMMUNICATIONS SITE DRAWING

REV 1
REV 1

RACK	TENANT
R1	PIMA COUNTY PCWIN
R2	PIMA COUNTY PCWIN
R3	PIMA COUNTY PCWIN
R4	PIMA COUNTY PCWIN
R5	PIMA COUNTY PCWIN
R6	PIMA COUNTY PCWIN
R7	PIMA COUNTY PCWIN
R8	PIMA COUNTY PCWIN
R9	PIMA COUNTY PCWIN
R10	PIMA RWRD
R11	PIMA COUNTY PCWIN
R12	CITY OF TUCSON
R13	CITY OF TUCSON
R14	CITY OF TUCSON
R15	CITY OF TUCSON
R16	CITY OF TUCSON
R17	CITY OF TUCSON
R18	CITY OF TUCSON
R19	FEDERAL BUREAU OF INVESTIGATION
R20	FEDERAL BUREAU OF INVESTIGATION
B1	PIMA COUNTY PCWIN
B2	PIMA COUNTY PCWIN
C1	KUAT
C2	KUAT
C3	KUAT
C4	KUAT
C5	KUAT
C6	KUAT
C7	KUAT
C8	KUAT

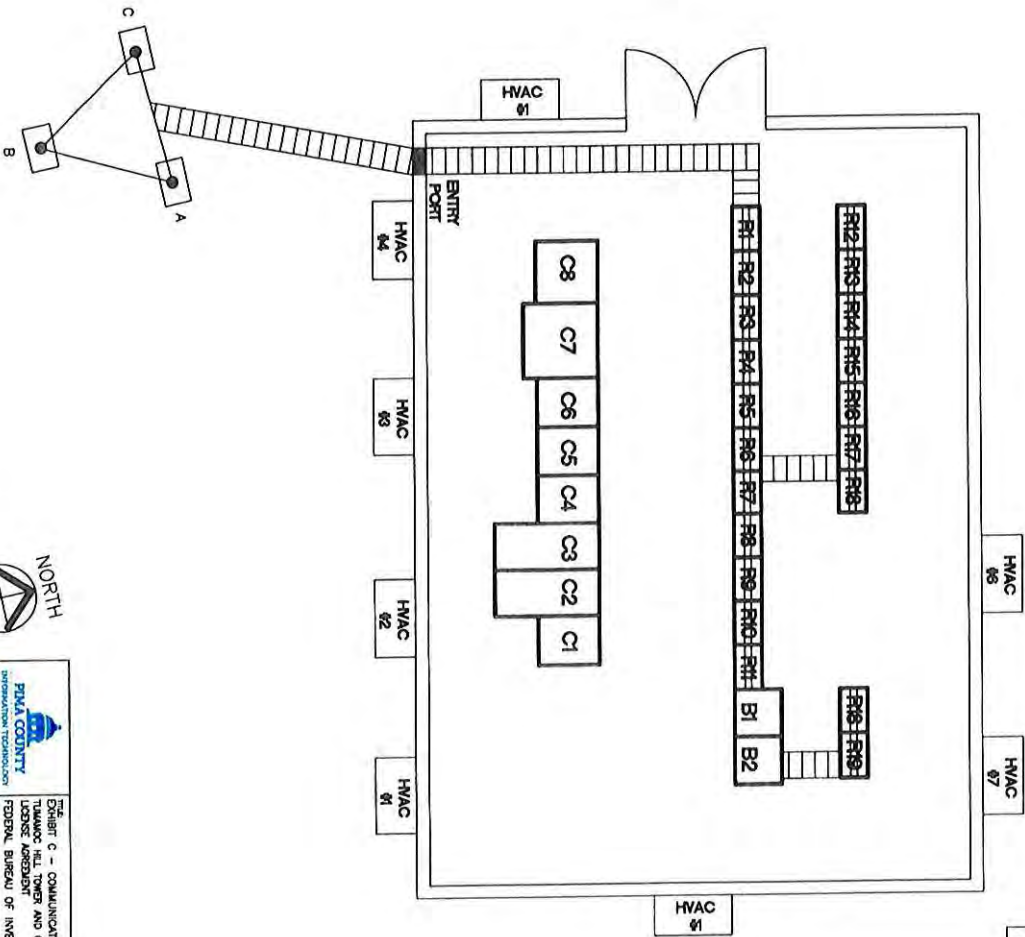


EXHIBIT C - COMMUNICATIONS SITE DRAWING TUMACACI HILL TOWER AND COMMUNICATIONS SITE LICENSE AMENDMENT FEDERAL BUREAU OF INVESTIGATION	PROJECT NO. DATE: SEE REV BLOCK SHEET 1 OF 1
DRAWN BY: JH CHECKED BY: B SCALE: NONE	DATE: 10/18/2022 REV: 1

REV	1	10-18-2022	FB	Revised
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EXHIBIT D DATA SHEETS

GTR 8000 Base Radio

Industry Canada

Industry Canada

Table 1-16 shows the IC approval numbers, frequency range information, and power output range for the GTR 8000 Base Radio.

Table 1-16 GTR 8000 Base Radio Industry Canada for Trunked Simulcast and Conventional (UHF-R2 435–524 MHz)

IC Approval Number	Frequency Range	Type	Power Output	IC Model Number
109AB-T7039	Tx 435–524 MHz, Rx 435–524 MHz	LSM	Variable 2–100 Watts	T7039 UHF-R2
109AB-T7039	Tx 435–524 MHz, Rx 435–524 MHz	C4FM	Variable 2–110 Watts	T7039 UHF-R2
109AB-4820	Rx 450–470 MHz	N/A	N/A	T7540 UHF-R2

GTR 8000 Base Radio Specifications for Trunked Simulcast and Conventional VHF (136–174 MHz)

Table 1-17 GTR 8000 Base Radio General Specifications for Trunked Simulcast and Conventional VHF (136–174 MHz)

General Specifications	
Model Number	T7039A T7540A (where applicable)
Number of Channels	1
Size (H x W x D)	133mm x 483mm x 457mm (5.25" x 19" x 18")
Weight	21 kg (46 lbs)
Temperature Range	-30 to 60°C (-22 to 140°F)
Operating Altitude	Up to 1800 meters (5900 feet) above mean sea level Above 1800 meters (5900 feet), the derating is 1.5°C/km (0.8°F/1000 feet) Maximum operational altitude is 5000 meters (16900 feet)
Power Requirements	90-264 VAC, 47-63 Hz 43.2-60 VDC
Power Consumption	550 W
Power Supply Type	Switching
Battery Revert	Included
Input/Output Impedance	50 Ohms

6871017/P42-A November 2010

I-17

Table 1-17 GTR 8000 Base Radio General Specifications for Trunked Simulcast and Conventional VHF (136-174 MHz) (Continued)

General Specifications	
Antenna Connector Types	Tx: N female Rx: BNC female without preselector Type-N with preselector
Frequency Stability	Internal Reference (transceiver option card) Aging: 30 ppb/yr 100 ppb/5yr Temperature: 40 ppb
Frequency Stability	External Reference (TRAK)
Frequency Generation	Synthesized

Table 1-18 GTR 8000 Base Radio Transmitter Specifications for Trunked Simulcast and Conventional VHF (136-174 MHz)

Transmitter Specifications	
Frequency Range	136-174 MHz
Power Output*	2-100 W C4FM 2-60 W LSM
Channel Spacing	12.5 kHz
Electronic Bandwidth	Full Bandwidth
Modulation	C4FM, LSM
Modulation Fidelity	5%
Spurious and Harmonic Emissions Attenuation	90 dB
Emissions Designators	8K70D1W, 8K10F1E
Adjacent Channel Power Ratio	12.5 kHz offset, 6 kHz BW: 67 dB
Tx Noise in Rx Band	-138dBc/Hz
Intermodulation Attenuation	55 dB

*Full transmitter output power is available during battery revert.

**NOTE**

The output power reference plane is the output connector of the power amplifier. The loss of the transmitter output cable (PA output to back of base radio) is 4% at 800 MHz and 3% at 450 MHz and 1% at 150 MHz. However, the base radio software allows the transmitter output power to be set at 10% above rated value.

Table 1-19 GTR 8000 Base Radio Receiver Specifications for Trunked Simulcast and Conventional VHF (136–174 MHz)

Receiver Specifications	
Frequency Range	136–174 MHz
Static Sensitivity 5% Bit Error Rate (BER)	C4FM: -118 dBm
Faded Sensitivity 5% Bit Error Rate (BER)	C4FM: -110 dBm
Intermodulation Rejection	80 dB
Adjacent Channel Rejection	60 dB
Spurious and Image Response Rejection	85 dB
Spurious and Image Response Reject with Base Radio Preselector	95 dB
Signal Displacement Bandwidth	1 kHz
Intermediate Frequencies	1st: 44.85 MHz 2nd: 2.16 MHz
RF Input Connector with Optional Preselector	N female
Electronic Bandwidth	Full Bandwidth
Blocking Immunity	100 dB
Conducted Spurious	-57 dBm
Bit Error Rate Floor	0.01%
Co-Channel Rejection	9 dB

Table 1-20 GTR 8000 Base Radio FCC Type Acceptance for Trunked Simulcast and Conventional VHF (136–174 MHz)

Frequency Range	Type	FCC Type Acceptance FCC Designation	
		Power Output	Type Acceptance Number
136–174 MHz	Transmitter	2-100 W C4FM 2-60 W LSM	ABZ89FC3790
136–174 MHz	Receiver	N/A	ABZ89PR3791

Industry Canada

Table 1-21 shows the IC approval numbers, frequency range information, and power output range for the GTR 8000 Base Radio.

Table 1-21 GTR 8000 Base Radio Industry Canada for Trunked Simulcast and Conventional (VHF 136–174 MHz)

IC Approval Number	Frequency Range	Type	Power Output	IC Model Number
I09AB-T7039	Tx 136–174 MHz, Rx 136–174 MHz	LSM	Variable 2–100 Watts	T7039 VHF
I09AB-T7039	Tx 136–174 MHz, Rx 136–174 MHz	C4PM	Variable 2–60 Watts	T7039 VHF
I09AB-3791	Rx 138–174 MHz	N/A	N/A	T7540 VHF

GTR 8000 Base Radio Specifications for High Performance Data (700 and 800 MHz)

Table 1-22 General Specifications for GTR 8000 Base Radio for HPD (700 and 800 MHz)

General Specifications	
Model Number	T7039A
Number of Channels	1
Size (H x W x D)	133mm x 483mm x 457mm (5.25" x 19" x 18")
Weight	21 kg (46 lbs)
Temperature Range	-22 to 140°F (-30 to 60°C)
Operating Altitude	Up to 1800 meters (6000 feet) above mean sea level
Power Requirements	90-264 VAC, 47-63 Hz 43.2-60 VDC
Power Consumption	475 W

- Centralized Conventional Architectures
 - Zone Core with Colocated Conventional Channels
 - IP Simulcast Remote Site with Trunking & Conventional Channels
 - Circuit Simulcast Remote Site with Trunking & Conventional Channels
 - Dispatch Console Site with Colocated Conventional Channels
 - Conventional-Only Remote Site
- Distributed Conventional (Subsystem) Architecture
 - Conventional Base Radio Sites
 - Conventional Hub Sites

GPW 8000 Receiver

A receive-only conventional GPW 8000 Receiver consists of a receiver module, fan module and power supply. The receiver module includes the functionality for the receiver and station control. The receiver software, configuration, and network management, as well as inbound traffic handling, are performed through the receiver module. On-board serial and Ethernet service ports are located on this module for local servicing through CSS. The power supply module supports the receiver module. Radio Frequency Distribution System (RFDS) provides the interface between the receiver and the site antennas.

The GPW 8000 Receiver provides for the integration of a GTR 8000 Base Radio as a receive-only station into ASTRO[®] 25 Conventional systems. The GPW 8000 Receiver operates in a voting environment with connection to a comparator providing additional receive only stations in areas where it would otherwise be difficult to receive a signal from low power subscriber units. The GPW 8000 Receiver also operates as a monitor receiver in a non-voting environment with connection to a console.

GTR 8000 Base Radio Components

The following modules that make up the GTR 8000 Base Radio and their functions are listed in Table 1-1.

Table 1-1 GTR 8000 Base Radio Modules

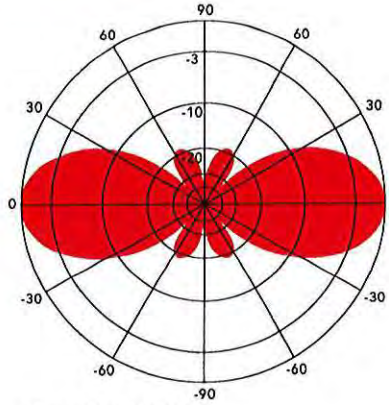
GTR 8000 Base Radio	Description
Power Supply	Operates from either an AC or DC input and provides the DC operating voltage for the base radio. Also provides a separate battery charger, which can be used to maintain the charge on a 48 VDC nominal system, positive or negative ground, if installed.

ANT150F2 FIBERGLASS COLLINEAR ANTENNA 2.5 dBd

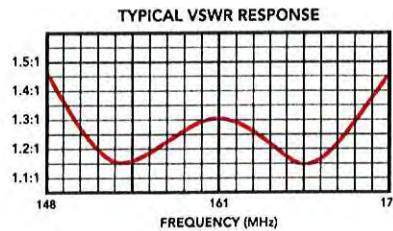
The Telewave ANT150F2 is an extremely rugged collinear antenna, with moderate gain and wide vertical beamwidth. This compact antenna produces 2.5 dBd gain, and is designed for operation in all environmental conditions. The antenna is constructed with brass and copper elements, with a path to DC ground for lightning impulse protection.

All junctions are fully soldered to prevent RF intermodulation, and each antenna is completely protected within a rugged, high-tech radome to ensure survivability in the worst environments. The "Cool Blue" radome provides maximum protection from corrosive gases, ultraviolet radiation, icing, salt spray, acid rain, and wind blown abrasives.

The ANT150F2 includes the ANTC485 dual clamp set for mounting to a 1.5" to 3" O.D. support pipe, and a 24" removable RG-213 N-Male jumper.



ANT150F2 156 MHz
Vertical Plane
Gain = 2.55 dBd



SPECIFICATIONS			
Frequency (continuous)	148-174 MHz	Dimensions (L x base diam.) in.	60 x 2.75
Gain	2.5 dBd	Tower weight (antenna + clamps)	12 lb.
Power rating (typ.)	500 watts	Shipping weight	16 lb.
Impedance	50 ohms	Wind rating / with 0.5" ice	200 / 150 MPH
VSWR	1.5:1 or less	Maximum exposed area	1.3 ft. ²
Pattern	Omnidirectional	Lateral thrust at 100 MPH	50 lb.
Vertical beamwidth	38°	Bending moment at top clamp	67 ft. lb.
Termination	Recessed N Female 7-16 DIN-F opt.	(100 MPH, 40 PSF flat plate equiv.)	

EXHIBIT E
SPECIAL CONDITIONS, FACILITY RULES & REGULATIONS

- I. Licensee must comply with the following special conditions:
- A. Equipment and Antennas Installation:
1. All exterior transmission lines must be grounded at the following locations:
 - a. at the top of the run immediately above the hoisting grip;
 - b. at the bottom of the run above the horizontal transition;
 - c. prior to the point of entry to the shelter; and
 - d. if the vertical run is more than 250', additional hoisting grips and grounding kits are required as per manufacturer's specifications. Only manufacturer's grounding kits will be allowed for attachment. If the cable diameter is 7/8" or less, the cable must enter the shelter through the strike plate.
 2. Transmission lines must be fastened to the rooftop facility's waveguide ladder or banjos using the proper mechanical hanger or snap-in hanger kit except on side arms and up small masts where stainless steel wraplock is permitted. Hoisting grips will be used at 200' vertical intervals, or more often as needed for proper cable support.
 3. All installation, repair and maintenance conducted by licensee shall be in accordance with good engineering standards and in conformity with the requirement of the FCC or any other body having jurisdiction over Licensee.
- B. It is vital that standards for interference protection of systems are used to reduce the possibility of interference. The standards below are minimum and must be installed by Licensee.

Frequency Range	Minimum of Reverse Isolation Required (Isolator)	Band Pass Cavity, Minimum Attenuation At 1 MHz from Tx frequency
25-54 MHz	20dB	30dB
66-88-MHz	25dB	20dB
88-108 MHz	25dB	25dB
130-108 MHz	50dB	25dB
400-512 MHz	50dB	15dB
806-960 MHz	50dB	15dB

Hybrid transmitter combining will have a band pass filter installed on the output with the following attenuation at 1 MHz from the transmit frequency: UHF/800000 MHz – 14dB.

Additional interference and isolation specifications may be required on a case-by-case basis as determined by Licensor at any time. All cavities are to be ¾ wave length, silver plated type.

Frequencies not included in the list above shall be dealt with on a case-by-case basis as determined within Licensor's reasonable discretions.

- C. All interior cables must be ¼" or ½" superflex or 3/8" value flex manufactured by Andrew corp. or an acceptable equivalent. Kinked, cracked or split cables are prohibited. All antenna lines must have a jacketed, corrugated, solid outer, copper conductor. All transmit interconnection cable and jumpers must be solid copper outer conductor "superflex", hard-line or LMR-400. No braid shield type cable is permitted anywhere under any circumstances. Moreover, all inside cable must be run on cable trays or hangers by the designated route for that location. All lines must be color coded at both ends showing termination points. All AC line cords must be 3-conductor type with grounding plug attached. All outside cables must be run on the transmission ice bridge with appropriate hardware and boots. Additionally, Licensee is prohibited from running cables within the equipment building or the rooftop facility without Licensor's written permission.
- D. Transmitters must meet the original manufacturer's specifications. All shields must remain in place. Transmitters must have a visual indication of transmitter operation and be identified with the following information: owner's name, contact name, contact's phone number, operating frequencies, a copy of Licensee's current FCC/ NTIA License for the equipment and the equipments model/serial number.
- E. All equipment cabinets and racks must be grounded to the designated building grounding point using #6 stranded copper – green jacketed cable. All equipment cabinets and racks must be bolted securely to the floor and include seismic braces at the top of the rack.
- F. Licensor does not provide any warranty against electrical surge. Therefore, Licensor recommends that Licensee install, at Licensee's expense, individual transient surge protection on each circuit used by Licensee.
- G. All antennas installed must be mounted using the proper antenna manufacturer's mounting brackets. Licensee shall pay for all antennas mounts it utilizes at the rooftop facility.
- H. All antennas must be installed according to the antenna manufacturer's and applicable rooftop facility manufacturer's specifications. Moreover, all antenna lines entering the equipment building must have a suitable lightning surge arrestor installed within two feet of the cable entry port. This surge arrestor must be bonded to the site grounding system.
- I. Licensor requires that all equipment that lends itself to rack-mounting be performed to conserve floor space at Licensee's expense.

- J. Licensee will operate its equipment with all shields attached, cabinet doors closed and side panels attached. Furthermore, unsealed batteries are not permitted at the rooftop facility. All external indicator lamps and LEDs must be operational and local speakers must remain off except during maintenance.
- K. Neither Licensee nor any of its representatives shall interfere with any other entity's equipment in the equipment shed. Moreover, Licensee will not trip any electric service breakers for any reason without Licensor's prior approval.
- L. All installations must be maintained in a neat and orderly manner. Doors to the equipment building must remain closed at all times. Access to equipment and antennas shall be by authorized personnel only.
- M. Prior to the activation of its system at the rooftop facility, Licensee must submit a copy of its applicable FCC/NTIA License and all technical information pertaining to the equipment to be installed including accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in dB, and all power levels to Licensor.
- N. Licensee must comply with the following rooftop facility rules and regulations, and access and security procedures for users:
 - 1. Doorways, vestibules and other areas in and around the rooftop facility shall not be used for the disposal of trash or be obstructed by Licensee or used by Licensee for any other purpose than entrance to and exit from the rooftop facility.
 - 2. The equipment shed shall be used only for the purpose for which it has been designed and no unsuitable materials such as rubbish, rags or sweepings shall be disposed of within. Damage to any such building by Licensee shall be at the liability of Licensee.
 - 3. Signs, advertisements, graphics or notices are not allowed in or around the Rooftop facility.
 - 4. Licensee will not make any alterations or physical additions in or to the Rooftop facility without the written permission of Licensor. Licensee will be required to conduct and submit an Interference & Inter-modulation Analysis (IIA), at the Licensee's expense, in addition to requirements outlined in section M above.
 - 5. Movement in or out of the rooftop facility with any bulky equipment shall be restricted and allowed only at such times as designated by Licensor. Licensor will determine the method and routing of such items so as to ensure the safety of all concerned and that potential harm to the rooftop facility be

minimized. Advance notice of at least 24 hours is required for the movement of equipment.

6. Licensor shall have the authority to prescribe the maximum weight in any area and the manner in which equipment is placed.
 7. Licensee shall not adjust, attempt to adjust or otherwise tamper with any temperature control thermostats in the equipment sheds. Licensor shall adjust thermostats as required to maintain building standard temperature.
 8. At all times, Licensee will comply with all requirements necessary for the security of the rooftop facility.
 9. Notwithstanding any other provisions to the contrary contained herein, no work shall be performed at the rooftop facility, with the exception of routine maintenance work performed strictly by qualified employees of Licensee, without prior written consent of Licensor. Any work involving the presence of Licensor's representative, will be billed to and paid by Licensee at the hourly market rate applicable to said representative at that time. Any violation of this policy will be considered a material breach by Licensee.
 10. All routine service calls are to be scheduled between the hours of 8:00 a.m. and 5:00 p.m. weekdays.
 11. No Cable Terminations or circuit interface equipment is to be installed in any area but the building main distribution frame (basement or roof) and the Licensee's rooftop equipment area. Inclusive of but not limited to: 66 mounting blocks; 110 mounting blocks; modems; net work interface devices; and CSU-DSU units.
- O. Licensor reserves the right to rescind any of these rules and to make other rules if required for the safety and care of the rooftop facility and all licensees. Any changes to the rule and regulation will be done by formal written amendment. Upon notification to Licensee, such rules and regulations shall be binding upon Licensee in a manner as if originally herein prescribed.