



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

Award Contract Grant

Requested Board Meeting Date: 6/19/2018

* = Mandatory, information must be provided

or Procurement Director Award

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

Civil Air Patrol, Arizona Wing

***Project Title/Description:**

Civil Air Patrol, Arizona Wing. New Tower License for Wireless Communications Facilities.

***Purpose:**

To memorialize the Pima County Sheriff Department's request to allow installation of Civil Air Patrol radio equipment at Ajo Substation to support a variety of missions throughout the Ajo area, in conjunction with various Homeland Security, USAF, and other Arizona Public Safety Exercises.

***Procurement Method:**

D 29.4.XI. "Other Non-Procurement Contracts"

***Program Goals/Predicted Outcomes:**

Installation of Civil Air Patrol equipment on the roof and within the communications room including internet connectivity connectivity at Ajo Substation to support the mission of the Arizona Wing of the Civil Air Patrol.

***Public Benefit:**

Support of Homeland Security, USAF, and Arizona Public Safety Exercises

***Metrics Available to Measure Performance:**

Transmission of Civil Air Patrol voice traffic.

***Retroactive:**

No

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NACW

To: COB - 6-13-18
Ver. - 1
Pgs - 27

Revised 5/2018 (9) Addendum

5/20/2018 10:17:10 AM

Contract / Award Information

Document Type: CTN Department Code: IT Contract Number (i.e., 15-123): 18*187
Effective Date: 6/19/2018 Termination Date: 6/18/2023 Prior Contract Number (Synergen/CMS):
 Expense Amount: \$* 0 Revenue Amount: \$ 0

*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 22-73.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Effective 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):
Effective 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/Dawn Dargan

Department: ITD Telephone: 724-2316/724-7590

Department Director Signature/Date: Daniel C. Hunt 6/17/18

Deputy County Administrator Signature/Date: Jon Burk 6-12-18

County Administrator Signature/Date: C. R. [Signature] 6/12/18
(Required for Board Agenda/Addendum Items)

**PIMA COUNTY INFORMATION TECHNOLOGY
DEPARTMENT**

PROJECT: LICENSE AGREEMENT

LICENSEE: CIVIL AIR PATROL, ARIZONA WING

AMOUNT: REVENUE (\$0.00)

CONTRACT
NO. <u>CTN-IT-18-187</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

(STAMP HERE)

**TOWER LICENSE
FOR WIRELESS COMMUNICATIONS FACILITIES**

This License is entered into between Pima County ("Licensor"), a political subdivision of the State of Arizona, and Civil Air Patrol, Arizona Wing ("Licensee"), and is effective upon execution by both parties, and shall terminate five years from the effective date unless sooner terminated or further extended pursuant to the provisions of the License. The parties agree as follows:

1. **LICENSE** – Licensor hereby grants non-exclusive permission to Licensee to install, maintain, operate, and remove certain communications equipment ("the Equipment") on the tower facility and connect the equipment to the County network, as described in Exhibit A (Communications Equipment, Civil Air Patrol, Arizona Wing, 3/28/2017), Exhibit B (Communications Room Drawing), and Exhibit C (Exterior Installation Drawing), located at 1249 N Well Rd, Ajo, Arizona 85321, ("the Site"). The Equipment will consist only of the equipment as described in Exhibit A, Exhibit B, and Exhibit C. The parties will make any modifications to Exhibit A, Exhibit B, and Exhibit C, or additions or changes to the Equipment as described therein only pursuant to a modification of this License pursuant to Paragraph 26.
2. **SUITABILITY OF SITE** – Licensee has visited and inspected the Site, accepts the physical condition thereof, and acknowledges that Licensor has made no representations or warranties to Licensee regarding the condition of the Site and/or the building, or regarding the suitability thereof for Licensee's use. Licensee is responsible for determining all aspects as to the acceptability and adequacy of the Site for Licensee's use.
3. **INSTALLATIONS** – Licensee will submit to Licensor, for Licensor's approval, detailed written plans and specifications as to installation of the Equipment. Licensor will not unreasonably withhold such approval. Licensee will perform installation of the Equipment in accordance with Exhibit D (Special Conditions, Facility Rules and Regulations, and Security Procedures for Users). The parties will make any modifications to Exhibit D only pursuant to a modification of this License pursuant to Paragraph 26. Licensor will determine the location at which the Equipment is installed with consideration of the needs of Licensee. Licensee is solely responsible for ensuring that its Equipment is installed properly. Licensor will not be unreasonable in its requirements, said requirements being based on good engineering practices, space utilization, and engineering quality control of the Site and the requirements of Licensor, all as Licensee hereby acknowledges. Licensee will utilize the existing electric circuits at

the Site. In the event that Licensee's power requirements exceed the existing capacity or power distribution, it will be Licensee's responsibility, with the consent of Licensor and performed according to code, to increase such capacity to meet its needs, provided Licensor consents to such increase in capacity. In the event Licensor does not consent to such an increase in existing capacity within thirty days after the date upon which Licensee makes such request, Licensee may void this License by giving Licensor thirty days' written notice.

4. THIRD-PARTY INSTALLERS – Licensee must obtain Licensor's written consent to the use or employment of any third-party installer at the Site, which consent Licensor will not unreasonably withhold. Any third-party installer must submit to Licensor a certificate of insurance naming Licensor as an additional insured and protecting itself and Licensor 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 and the exhibits hereto. Licensor has the right to disapprove any third-party installer. Licensee's sole remedies in the event of such disapproval by Licensor are (i) to seek Licensor's consent to a different installer or subcontractor or (ii) to void this License by giving Licensor thirty days' written notice. Any actions and work by a third-party installer must be done in conformity with all applicable ordinances, codes, and technical standards, at Licensee's expense, and only with the consent of Licensor. All third-party installer crews must have in their possession an installation form issued to them by Licensor prior to the commencement of work at the Site. Licensee will notify Licensor at least twenty-four hours prior to the commencement of work by any third-party installer. Tower climbers must be OSHA certified by the CFRS 1926 standard.
5. INTERFERENCE – Licensee has satisfied itself and hereby warrants 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 or the television or radio reception of Licensor or of residents or tenants of the Site. In the event the Equipment causes such damage or interference, Licensee will cooperate with Licensor in determining the source, and immediately will take all steps necessary to correct and eliminate the interference. If Licensee cannot eliminate such interference within forty-eight hours after receipt of notice from Licensor to Licensee of the existence of such interference, Licensee will discontinue use of any equipment creating said 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 has not corrected such interference within thirty days after receipt of the aforesaid notice, Licensee will remove the Interfering Equipment from the Site. In the event that the cause of the interference cannot be pinpointed to a particular piece of equipment or system, Licensee will disconnect the electric power and shut down all of its Equipment until such time Licensee has corrected the interference problem. If Licensee has not corrected such interference within thirty days after receipt of the aforesaid notice, Licensee will remove its equipment from the Site within an additional ten-day period. This License will then terminate without further obligation by either party, except

with respect to those obligations then owing or past-due, and except as may otherwise be enumerated specifically herein. Licensor will not be liable to Licensee for any interruption of service of Licensee or for interference with the operation of Licensee's equipment.

6. COMPLIANCE WITH STATUTES AND REGULATIONS – Licensee's equipment must be installed, operated, and maintained in accordance with the requirements and specifications of all laws, codes, and regulations of all governmental bodies and agencies having any jurisdiction there over, including any rules and/or orders now in effect or that hereafter may be issued by the Federal Communications Commission ("FCC") and/or the United States Environmental Protection Agency ("EPA"), and in compliance with the relevant standards promulgated by the American National Standards Institute ("ANSI") and the obligations imposed by this License and the exhibits hereto. It is Licensee's responsibility to know and conform to these laws, codes, regulations, standards, and requirements, and to obtain all required permits prior to the date of installation of any equipment.
7. SERVICES BY LICENSOR – In the event that Licensor provides repair, technical, removal, or other services (including but not being limited to legal or engineering services), directly or indirectly, to Licensee, Licensee will reimburse Licensor for Licensee's reasonable proportionate share (as determined by Licensor) of the expenses and costs incurred by Licensor in the provision of such services.
8. 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 Licensor so as not to conflict with the use of the Site or surrounding areas by Licensor or any other authorized user thereof.
9. RESPONSIBILITY FOR LICENSEE'S EQUIPMENT – Any equipment installed by Licensee remains the property of Licensee. Licensee agrees that Licensor will not bear any responsibility for Licensee's equipment, the operation, care, or security thereof, or the services provided thereby. Licensee further agrees that it has no right to demand that Licensor 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. Licensor 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 Licensor or by others.
10. ACCESS – Licensee will have access to the Site for the purpose of installing, operating, inspecting, servicing, maintaining, repairing, and removing its equipment between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except in the case of emergencies, in which case access will be permitted at any time subject to the reasonable security, safety, and identification procedures required by Licensor. (See Exhibit E for detailed procedures for access to the Site.) Licensor 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.

11. TERM, RENEWAL, AND TERMINATION – This License runs for a period of five years from the effective date, unless extended or terminated as provided herein.

The License is renewable for three (3) additional five-year periods upon the mutual written agreement of both parties.

In addition to any other termination provisions set forth in this License, Licensee may terminate this License under the following circumstances by providing at least thirty days' written notice to Licensor: (i) in the event the actions or equipment of a third party (*i.e.*, a party other than Licensor, 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) in the event that Licensee's FCC license is canceled or not renewed by the FCC through no fault of Licensee, or (iii) in the event that 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.

Either party may terminate this License at any time with ninety (90) days' notice to the other party.

12. LICENSE FEE – Due to the governmental and public safety nature of Licensee's operations, there is no fee associated with this License.

13. ADDITIONAL PAYMENTS – Licensee will pay any sums of money, charges, or other amounts that Licensee is required to pay, whether to Licensor or to any other entity. Such payments 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 Licensor on or before December 1 of each year during the Term, any property-lease excise tax due under Title 42, Chapter 6, Article 5, Arizona Revised Statutes (A.R.S. § 42-6201, *et seq.*), as may be amended or re-numbered from time to time. Failure to pay any such taxes shall constitute an event of default for which this License may be terminated, and penalties and interest shall accrue as provided by law. If this License is exempt from such excise tax pursuant to A.R.S. § 42-6208, Licensee will keep the information required by A.R.S. § 42-6204. Licensor will calculate the amount of tax on the applicable space and invoice Licensee separately therefor in time to meet the annual payment deadline of December 1.

15. UTILITIES – Licensor will pay monthly costs for electricity used at the Site.

16. INSURANCE – Licensee shall carry adequate insurance to protect the parties hereto and Licensor 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 Licensor. Licensee must deliver to Licensor 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 Licensor added as an additional insured. Licensee must furnish to Licensor 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. Licensor is to be included as an additional insured on the property policy.

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

Modifications – Any modification or variation from the insurance requirements in this License shall be made by the licensing department in consultation with the Division of 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 Licensor. Licensee shall supply a certificate of insurance including the modification within ten (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, Licensor 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 Licensor. 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, Licensor 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 said removal. In the case of damage to the Site, Licensee agrees to engage such contractor or contractors as Licensor may require to perform the necessary repairs, and to pay for any such repairs.

Any of Licensee's property remaining on the Site thirty days after the expiration or termination of this License becomes the property of Licensor, 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 excepting only reasonable wear and tear thereof.

18. HOLDING OVER – Any holding over by Licensee after the expiration of the term hereof without the written consent of Licensor is a tenancy at sufferance, subject to all of the provisions of this License. At all times during any holdover period, Licensor has the unilateral right to terminate this License and to remove Licensee's equipment.
19. INDEMNIFICATION – Licensee shall indemnify, defend, and hold Licensor and its officers, elected officials, employees, agents, and contractors harmless from and against any and all suits, claims, liabilities, damages, and expenses of any kind or character (including, but not limited to, reasonable attorneys' fees and expenses incurred in the defense of Licensor), 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 Licensor or its employees or agents. This indemnity shall survive any termination or expiration of this License.

Licensee further agrees to indemnify, hold harmless, and defend Licensor and its officers, elected officials, employees, agents, and contractors from and against any and all suits, claims, liabilities, damages, and expenses of any kind or character (including, but not limited to, reasonable attorneys' fees and expenses incurred in the defense of Licensor), 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 Licensor or of residents and/or tenants of the Site. This indemnity shall survive any expiration or termination of this License.

Licensee further agrees to indemnify, hold harmless, and defend Licensor and its officers, elected officials, employees, agents, and contractors from and against any and all suits, claims, liabilities, damages, and expenses of any kind or character (including, but not limited to, reasonable attorneys' fees and expenses incurred in the defense of Licensor), arising out of any failure or alleged failure by Licensor 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 Licensor or by others. This indemnity shall survive any expiration or termination of this License.

Licensee further agrees to indemnify, hold harmless, and defend Licensor and its officers, elected officials, employees, agents, and contractors from and against any and all suits, claims, liabilities, damages, and expenses of any kind or character (including, but not limited to, reasonable attorneys' fees and expenses incurred in the defense of Licensor), arising out of any failure or alleged failure by Licensor or Licensee to implement or to abide by any safety program or programs.

20. REPAIRS – In addition to the repairs referred to in Paragraph 17, Licensee will repair any damage to the Site that results from or arises through the use or operation of its equipment at the site or the acts or negligence of Licensee or its agents, servants, contractors, or employees. Licensee will accomplish such repairs in a manner and by a contractor satisfactory to Licensor.
21. IMPROVEMENTS TO PREMISES – Licensor 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 or special antennas. Licensor may, in its discretion, require Licensee to incorporate such improvements into such systems as Licensee has installed and is operating at the Site. Licensee will, within ninety days of its receipt of Licensor's written demand to do so, either (i) incorporate such improvements or (ii) if the cumulative cost of such required improvements exceeds \$4,000, give written notice of its intention to terminate this License upon the expiration of thirty days from the date of Licensor's receipt of such notice.
22. COORDINATION OF OPERATION – Licensor 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. Licensor 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 any such inconvenience, loss, or expense suffered by Licensee 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 Licensor's estimation (which estimation shall be made within ten days from the date of such casualty), reasonably be restored within ninety days from the date of such casualty, or if Licensor chooses not to undertake such restoration, this License will terminate automatically upon the expiration of the ten-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 thereof, Licensee may terminate this License upon thirty days' written notice to Licensor if Licensor (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 such casualty. If any casualty occurs during the last year of the term of this License or any renewal term thereof, Licensee may terminate the License upon thirty days' written notice to Licensor provided such notice is given within sixty days after the date of such 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, unless Licensor and Licensee are permitted to continue their operations at the Site, this License will terminate as of the date upon which Licensor or Licensee are required by the governmental authority to cease their operation(s) 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 Licensor's award.
25. DEFAULT – In the event Licensee fails to comply with any of the provisions of this License or the exhibits hereto, or defaults in any of its obligations hereunder, Licensor may, at its option, terminate this License provided Licensor has given Licensee written

notice of such default and Licensee has failed to cure the same within twenty days after receipt of such notice. Where, in Licensor's sole judgment, Licensee cannot reasonably cure such default within such twenty-day period, Licensor will extend the time to cure such default for such period of time, not to exceed sixty days, as may be necessary to complete such cure, provided that Licensee must proceed promptly to cure the same and pursue such cure with all due diligence.

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

The rights and remedies of Licensor 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.

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

26. MODIFICATIONS – Any addition, variation, or modification to this License is void and ineffective 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 Licensor'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 presently has and will maintain full authority to enter into this License and to bind and obligate Licensee to the terms, rights, and obligations under this License.
30. NOTICES – All notices sent pursuant to this License must be in writing and sent to the other party at the following addresses, either by hand delivery, overnight mail, or Certified U.S. Mail, return-receipt requested:

Licensor:
Pima County
Information Technology Department
Attn: Contract Administrator
150 W. Congress St., Sixth Floor
Tucson, Arizona 85701
(520) 724-7100
contract.administrator@pima.gov

Licensee:
Civil Air Patrol, Arizona Wing
Attn: Col. Martha Morris, Wing Commander
7383 N. Litchfield Road
Suite 1175
Luke AFB, Arizona 85309-1175
(623) 856-9964
martha.morris@azwg.org

31. CAPTIONS – Any captions in this License are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this License or the intent of any provision thereof.

32. COMPLIANCE WITH LAWS – In the performance of its obligations under this License, Licensee will comply with all applicable 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 brought in an Arizona Court, in Pima County, Arizona. Any changes in the governing laws, rules, and regulations during the term of this License apply, but do not require an amendment hereof.
33. NON-DISCRIMINATION – Licensee agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, 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.
34. 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 will have no right of entry into or upon the Site.
35. CONFLICT OF INTEREST – This Agreement is subject to the provisions of Arizona Revised Statutes section 38-511.
36. FORCE MAJEURE – Neither of the parties hereto is 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 hereto will be suspended for so long as the event prevents proper performance under this License. However, if such suspension continues in excess of ninety days, the parties will meet and attempt to arrive at a mutually acceptable compromise within the spirit and intent of this License. In the absence of such compromise, this License will terminate.
37. ENTIRE AGREEMENT/SEVERABILITY – This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, hereby are superseded and merged herein. This License may be modified, amended, altered, or extended only by a written amendment signed by the parties.

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

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IN WITNESS WHEREOF, the parties have executed this License.

PIMA COUNTY

CIVIL AIR PATROL, ARIZONA WING

Richard Elías, Chairman
Board of Supervisors



John A. Salvador, Chief Operating Officer
National Headquarters Civil Air Patrol

Date

Date

5/1/18

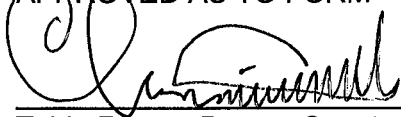
ATTEST

Julie Castaneda, Clerk of the Board

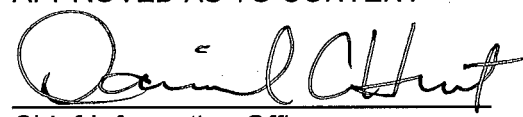
Date

APPROVED AS TO FORM

APPROVED AS TO CONTENT



Tobin Rosen, Deputy County Attorney
CHRISTOPHER STRAUB



Chief Information Officer
Information Technology Department

5-24-2018

Date

6/17/18

Date

EXHIBIT A

COMMUNICATIONS EQUIPMENT

Civil Air Patrol

Arizona Wing

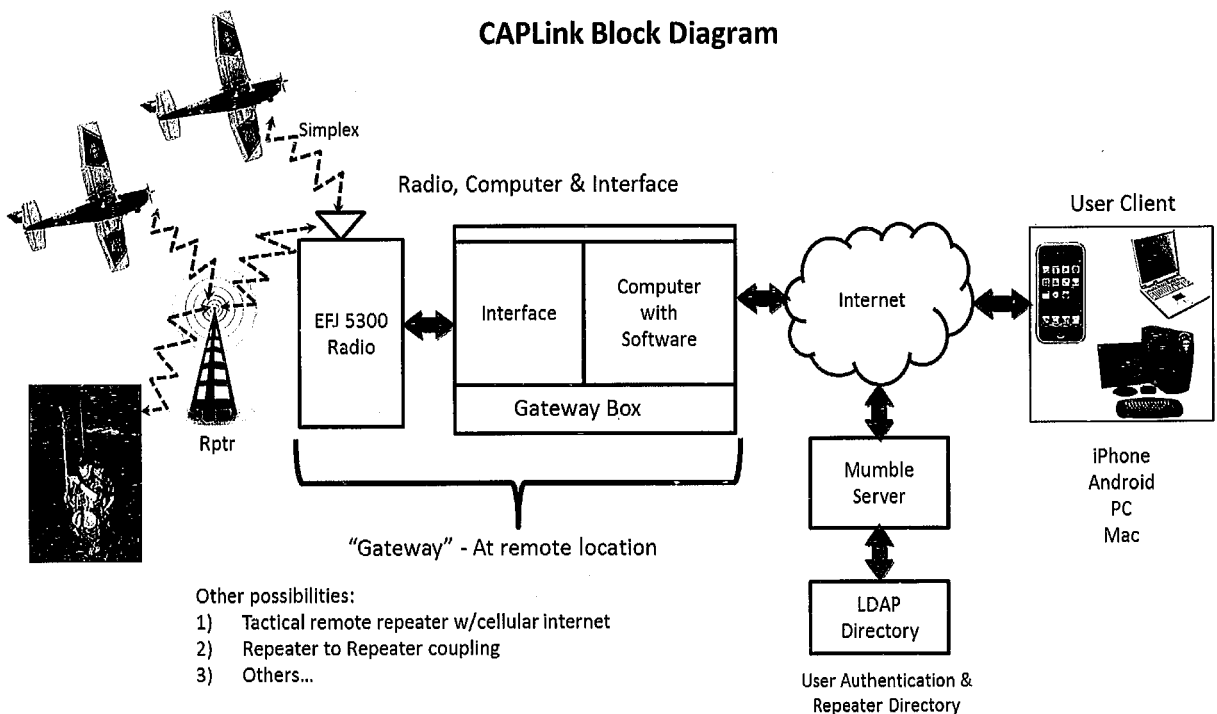
3/28/2017



1.0 System Theory of Operation

1.1 The CAPLink system consists of:

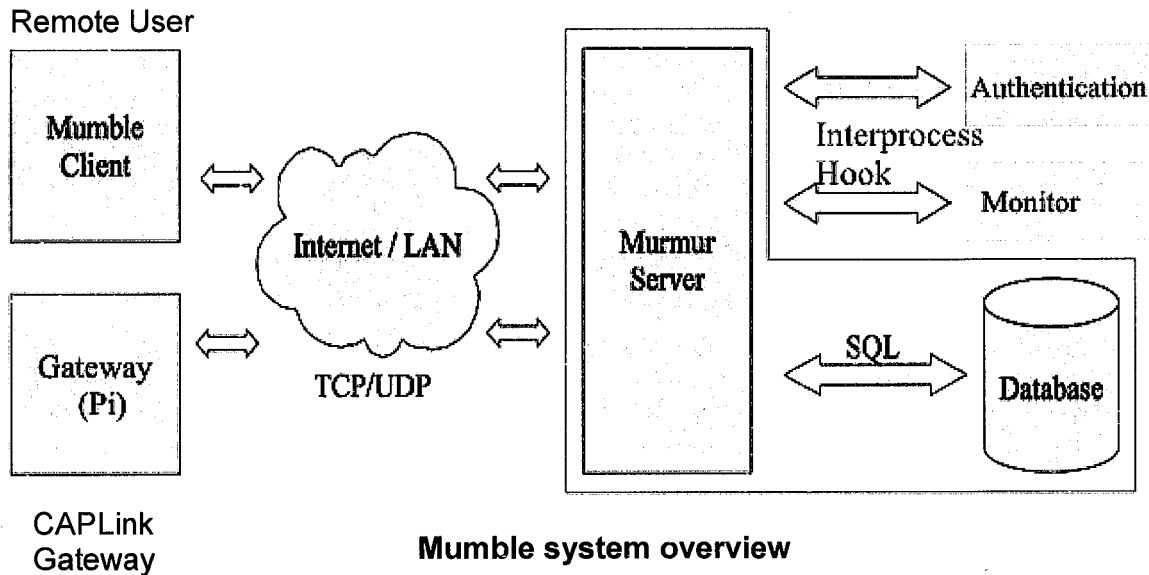
- A Gateway unit containing a Raspberry Pi processor with a USB sound card and the necessary hardware to adapt to the EFJ 5300 radio voice, PTT and 12v power interfaces. The Gateway unit also contains a hardware timer to deactivate the PTT in case of “stuck mic” input signal. This deactivation is automatically reset once the input signal returns to normal.
- The Mumble “Off the Self” Linux client runs on the Raspberry Pi and converts the audio level line out signal received from the radio via the USB sound card to voice packets and transmits those to the each remote user via the CAPLink server. The client also receives transmit voice packets from the server and sends the appropriate transmit signal via the USB sound card and hardware interfaces to the mic input of the radio. The client examines the received voice packets for sufficient voice signal then activates the PTT to the radio with appropriate timing relative to the voice signal. The client also monitors the internet connection. If it loses connection with the server after a period of time it will perform a software reboot and continually try to reacquire the internet connection to the server.
- The CAPLink server runs a self-contained software package totally under CAP source control. It is responsible for routing the voice packets in between the client and the remote user, client box management, remote user enrollment and authentication. The server also performs monitoring of the Gateway Units and provides alerts if a unit stops responding. The server is located in a commercial co-location facility.



2.0 Data Flow

Mumble uses a client-server architecture which allows users to talk to each other via the same server. It has a very simple administrative interface and features high sound quality and low latency. All communication is encrypted to ensure user privacy. Mumble is free and open-source software, is cross-platform, and is released under the terms of the new BSD license.

Mumble is based on a standard server-client communication model. It utilizes two channels of communication, the first one is a TCP connection which is used to reliably transfer control data between the client and the server. The second one is a UDP connection which is used for unreliable, low latency transfer of voice data. Both are protected by strong cryptography; this encryption is mandatory and cannot be disabled. The TCP control channel uses TLSv1 AES256-SHA while the voice channel is encrypted with OCB-AES128.



A Mumble server (called Murmur) has a root channel and a hierarchical tree of channels beneath it. The structure of the channels is designed to have channels organized by CAP Wings with some channels for voice only (conference calls) and other dedicated to Gateways connected to repeater radios.

The server runs Ubuntu 16.4 server configuration. There are very few additions other than some standard processes like, Apache2, MySql, PHP, ssh and ftp. The CAPLink server is a standard mumble server with no modifications and runs as a daemon.

The database tables required for CAPLink operation are all stored in a MySql database managed on the server. A web based application has been created that will allow non-activated members to request access to the CAPLink network. A request is generated and forwarded to a system administrator (which could be either for the Wing or Region). Through other web based apps, the administrators can activate members, create new users, monitor CAP membership and configure Gateways. Each of the web pages have a

function to create appropriate data in the database that is used by the server or the Gateway for proper operation.

As part of the standard software, there is a facility that provides a hook to the Mumble Server software to allow user program scripts to interact with the server in a controlled and protected manner. Errors in the scripts will not affect the mumble server thus stability of the environment is preserved.

Two program scripts have been created to interact with the Murmur software to provide:

1. CAP user authentication services
2. Monitor health of Gateway RPi mumble client

The first service connects to the MySQL database and compares information established by CAP management as to valid users. The hook allows information to be passed from the Murmur server which contain the credentials presented by CAP members who wish to connect to the CAPLink network. The script validates or rejects such requests based on information maintained in the database. If this check fails, the user will be denied access to the CAPLink network.

The second process monitors the health of each Gateway processor configured in the database. Periodic checks are made to ensure the Gateway client (RPI) is still connected. If a determination is made that the Gateway has not polled the Murmur server within a predetermined time interval, an email will be sent to both the CAPLink administrator as well as the individual associated with the Gateway, normally the person who is hosting the Gateway to repeater interface. The Gateway, on its own, will always check for lost connectivity to the server and will do an automatic reboot of the Gateway.

There are other server events (which map to various packet types from the client) that are monitored by the scripts via the inter-process hook. Most of the events require no intervention by the CAPLink script.

2.1 User and Gateway Authentication & Management

A User and Gateway Management System was created that allows CAP Members to register for access to CAPLink. Once registered, a Wing/Region Administrator must approve and complete any required user information. The Administrator can also Add/Change/Delete Members as needed. A Gateway client is treated as a special case Member which allows the Gateway to log into the server.

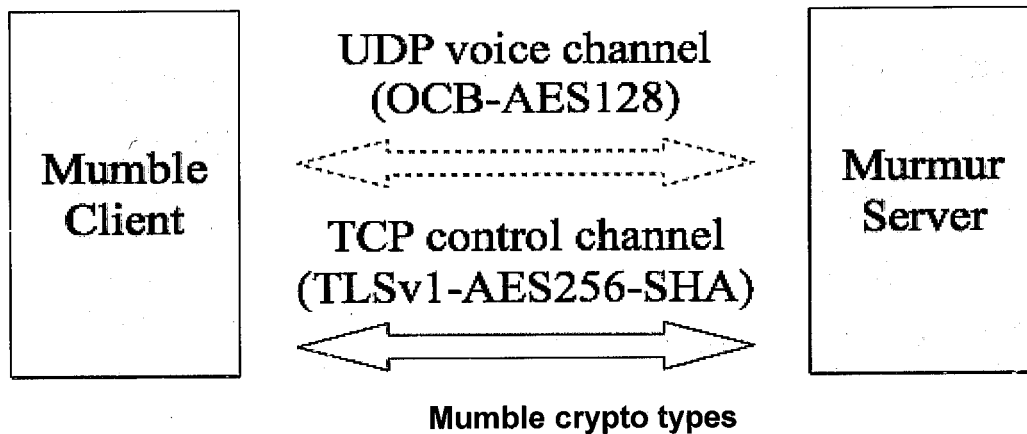
Provision has been created to verify Member information against downloaded CAPWatch data. This allows for the validation of Member expiration date and ICUT qualification.

Additional Administrator functions include the entry of Channel Configuration, viewing CAPWatch data and viewing, adding, changing and deleting Administrators. The Repeater Configuration allows the Gateway to be relocated to different repeaters as needed under Super Administrator control.

There are two levels of Administrators; Wing/Region Administrators and Super Administrators. Wing/Region Administrators only have access to Members within their Wing/Region. Super Administrators have complete access to all information including the maintenance of other Super Administrators. A limited number of Super Administrator will be assigned.

2.2 Data Security

Mumble connects to a server via a TLS control channel, with the audio travelling via UDP encrypted with AES in OCB mode. As of 1.2.9 Mumble now prefers ECDHE + AES-GCM cipher suites if possible, providing Perfect Forward Secrecy.

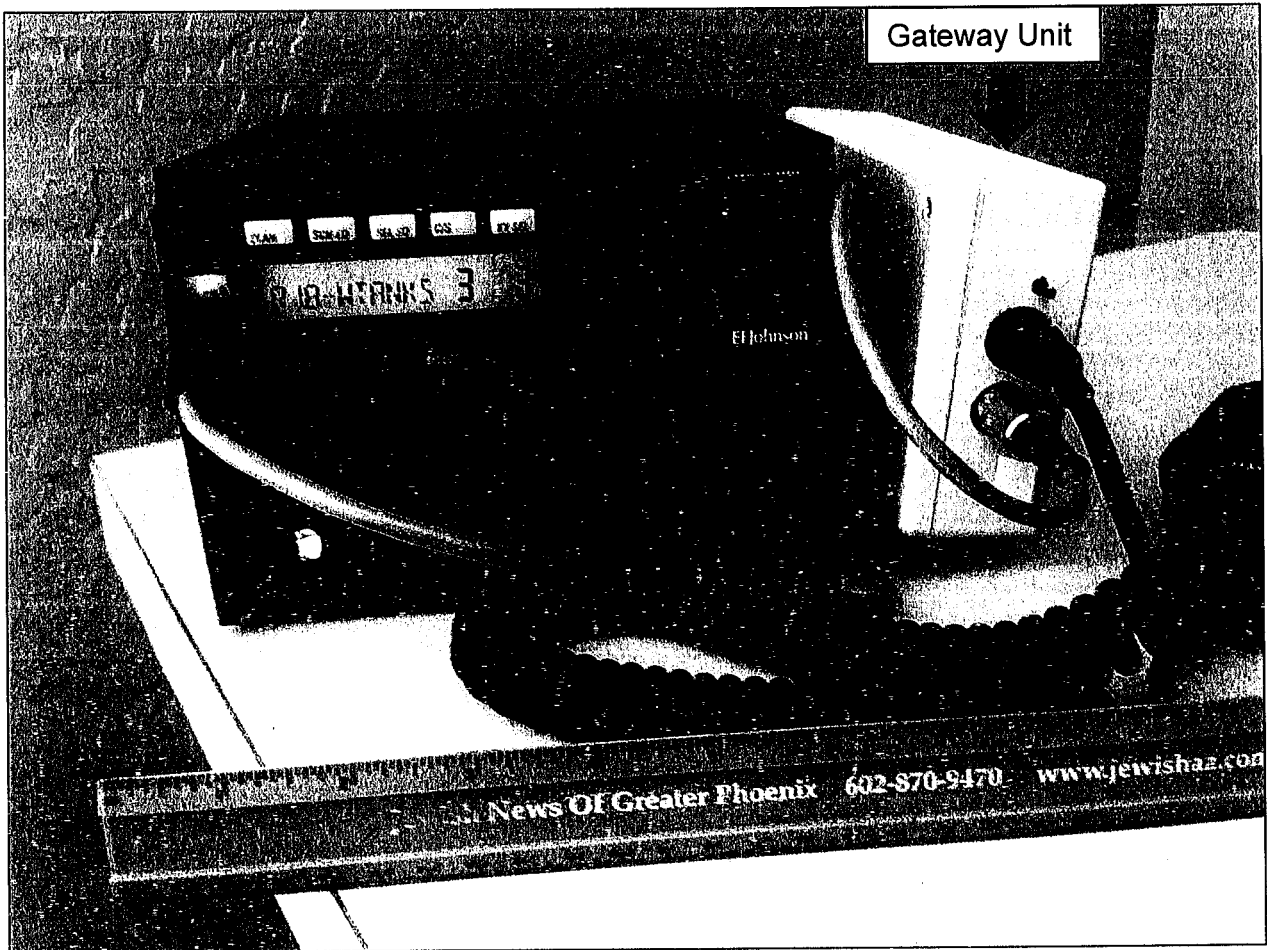


While the TCP connection is mandatory the UDP connection can be compensated by tunneling the UDP packets through the TCP connection.

Since the CAPLink Gateway is effectively a special case Mumble client, the control and voice data is encrypted from the originating Mumble client thru the Mumble server to the Gateway and vice versa. For special case security, the system admin can control access to the Mumble channel to block non-authorized CAP Mumble users internet access to the channel's voice traffic on a temporary basis.

3. System Hardware

The CAPLink Gateway unit is housed in a ~8 5/8" x 4 3/8" x 1 3/4" plastic box. The Gateway unit comes with a stand to mount the unit on its side to allow for thru-hole convection cooling of the electronics and an interface cable that plugs into the front of the EFJ 5300 radio. The Gateway can interface with the internet via a built in Wi-Fi capability or via the Ethernet cable. Labels are on the box to give basic operation information and to identify the unit's processor ID and MAC address. This information is used to support setup and remote health monitoring.



3.1 Hardware Setup Considerations

CAP will provide all the hardware required for setup and operation plus provide the technical personnel to do the interior installation work. The system hardware includes the EFJ5300 VHF-FM radio with the CAP code plug, the Radio 12VDC power supply, the CAPLink Gateway unit and the necessary radio antenna cabling and hardware.

Subject to location, It is anticipated that a desktop ~ 2 foot high whip antenna provided by CAP will be sufficient for proper radio operation. If the signal strength is insufficient, CAP can provide the antenna and cabling for an external antenna installation. External antenna installation effort in that eventuality will be TBD.

3.2 System Support

The CAPLink system normally runs without the need for any local operator intervention.

The Gateway software itself is very stable. Although we have yet to do so in months of operation, a Gateway unit reset may be required if the Gateway unit operating system hangs up. In that unlikely eventuality, a local person may be asked to reset the Gateway unit via a front mounted reset push button switch. If that doesn't work, then CAP will dispatch a support person to get the unit up and running again.

On a rare occasion, if a Gateway software update is required, CAP will provide the necessary in person technical support to reconfigure the box, either via remote software uploads to the Gateway unit or by manually swapping out the program memory card in the Gateway unit.

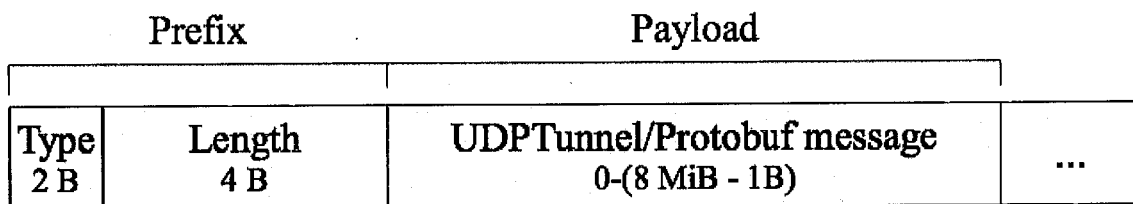
4. System Software

Mumble is a open source voice over IP (VoIP) application. Below is a description of the Mumble system software.

4.1. Open Source Components

Protocol stack (TCP)

Mumble has a shallow and easy to understand stack. Basically, it uses Google's Protocol Buffers with simple prefixing to distinguish the different kinds of packets sent through an TLSv1 encrypted connection. This makes the protocol very easily expandable.

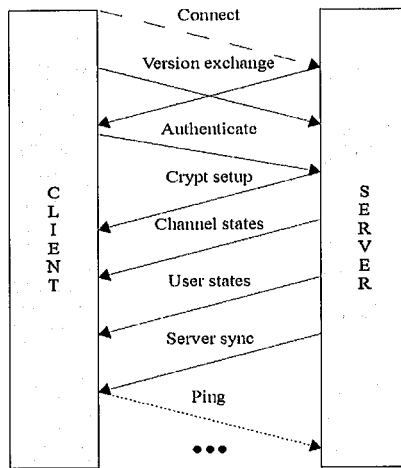


Mumble packet

The prefix consists out of the two bytes defining the type of the packet in the payload and 4 bytes stating the length of the payload in bytes followed by the payload itself.

Establishing a connection

This section describes the communication between the server and the client during connection establishing, note that only the TCP connection needs to be established for the client to be connected. After this the client, will be visible to the other clients on the server and able to send other types of messages.



Mumble connection setup

Connect

As the basis for the synchronization procedure the client must first establish the TCP connection to the server and do a common TLSv1 handshake. To be able to use the complete feature set of the Mumble protocol it is recommended that the client provides a strong certificate to the server. This however is not mandatory as you can connect to the server without providing a certificate. However, the server must provide the client with its certificate and it is recommended that the client checks this.

Authenticate

Once the client has sent the version it should follow this with the Authenticate message. This message may be sent immediately after sending the version message. The client does not need to wait for the server version message.

The username and password are UTF-8 encoded strings. While the client is free to accept any username from the user the server can impose further restrictions. The password must be provided

The server is constructed such that a hook is available for each event that the server processes for the various packet requests. The authentication hook is used to process the username which is the CAP Number and given password. The password is encrypted in the database for further security. This information is matched to member records in a MySQL database on the server to determine if the user is a valid CAPLink member. The data is found in the database; the member's database record is updated with a date time stamp and returned to the server for final connection processing. If the data is not found, a code is sent back through the server and the client is not allowed to continue.

Crypto setup

Once the Version packets are exchanged the server will send a CryptSetup packet to the client. It contains the necessary cryptographic information for the OCB-AES128 encryption used in the UDP Voice channel.

Voice data

Mumble audio channel is used to transmit the actual audio packets over the network. Unlike the TCP control channel, the audio channel uses a custom encoding for the audio packets. The audio channel is transport independent and features such as encryption are implemented by the transport layer. Integers above 8-bits are encoded using the Variable length integer encoding.

Packet format

The mumble audio channel packets are variable length packets that begin with an 8-bit header field which describes the packet type and target. The most significant 3 bits define the packet type while the remaining 5 bits define the target. The header is followed by the packet payload. The maximum size for the whole audio data packet is 1020 bytes. This allows applications to use 1024 byte buffers for receiving UDP datagrams with the 4-byte encryption header overhead.

Encoded audio data packet

Encoded audio packets contain the actual user audio data for the voice communication. Incoming audio data packets contain the common header byte followed by varint encoded session ID of the source user and varint encoded sequence number of the packet. Outgoing audio data packets contain only the header byte and the sequence number of the packet. The server matches these to the correct session using the transport layer information.

The remainder of the packet is made up of multiple encoded audio segments and optional positional audio information. The audio segment format depends on the codec of the whole audio packets. The audio segments contain codec implementation specific information on where the audio segments end so the possible positional audio data can be read from the end.

Encryption

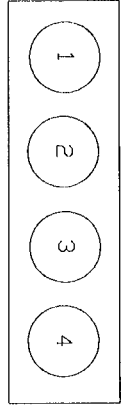
All the packets are encrypted once during transfer. The actual encryption depends on the used transport layer. If the packets are tunneled through TCP they are encrypted using the TLS that encrypts the whole control channel connection and if they are sent directly using UDP they must be encrypted using the OCB-AES128 encryption.

Sound quality

Mumble uses the low-latency audio codec Opus as of version 1.2.4, the codec that succeeds the previous defaults Speex and CELT. This and the rest of Mumble's design allow for low-latency communication, meaning a shorter delay between when something is said on one end and when it's heard on the other. Mumble also incorporates echo cancellation to reduce echo when using speakers or poor quality sound hardware.

Typical bit rates for transmitting and receiving voice packets is approximately 60 kbps which of course only occurs when voice is being transmitted or received. Otherwise the data loading is minimal, just a recurrent system ping every few seconds.

EXHIBIT B COMMUNICATIONS ROOM DRAWING



○ INTERIOR VIEW - ENTRY PORT DETAIL

GENERAL NOTE - CAPLINK TO UTILIZE PORT 2

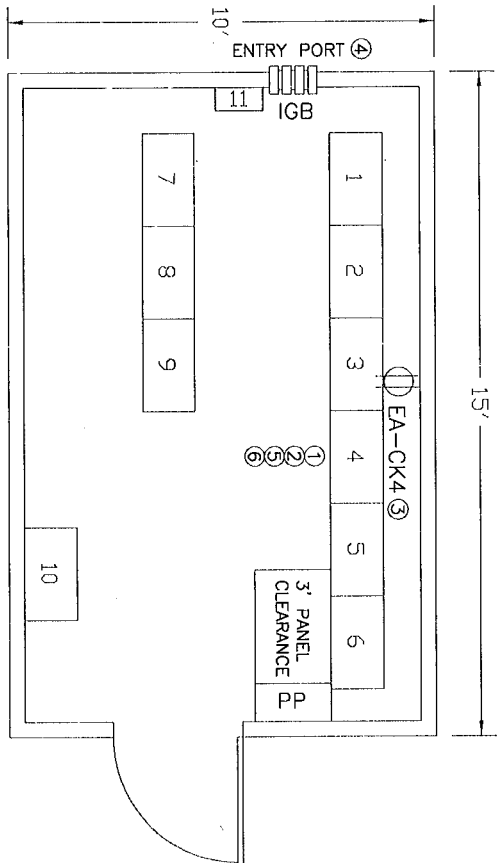
RACK	TENANT	PORT
1	PCWIN	1/4
2	TABLE TOP	2
3	PCWIN	
4	PIMA COUNTY IT	
4	USAF	
5	PIMA COUNTY IT	3
6	PIMA COUNTY IT	2
7	PCSD	
8	PCSD	
9	PCSD	
10	PCSD	
11	GOVNET	2

REV 3

SYMBOLS:

- PP POWER PANEL "EA"
- ⊗ FIRE ALARM ENUNCIATOR
- ⊕ X DUPLEX OUTLET W/CIRCUIT NUMBER
- MDF TELEPHONE CLEC DEMARCATION POINT
- T THERMOSTAT
- C HVAC CONTROLLER
- IGB INTERIOR GROUND BAR
- SSBB SUBSYSTEM GROUND BAR

○ COMMUNICATIONS ROOM LAYOUT



KEY NOTES:

- ① CAPLINK TO PROVIDE AND INSTALL 19" RACK MOUNT EQUIPMENT SHELF IN RACK 4
- ② CAPLINK TO UTILIZE SRU'S OF RACK SPACE IN RACK 4
- ③ CAPLINK TO UTILIZE OUTLET EA-CK4
- ④ CAPLINK TO UTILIZE PORT 2
- ⑤ CAPLINK TO PROVIDE PATCH CABLE FOR CONNECTION TO COUNTY PATCH PANEL
- ⑥ COUNTY LAN PATCH PANEL FOR INTERNET CONNECTION RESIDES IN RACK 4

GENERAL NOTES:

1. PROVIDE POLYPHASOR FOR LMR400 AND BOND TO IGB USING #6 AWG GREEN JACKETED CABLE
2. BOND CAPLINK RADIO CHASSIS GROUND TO IGB USING #6 AWG GREEN JACKETED CABLE
3. ALL BONDS CADWELD OR 2 HOLE IRREVERSIBLE CRIMP LUG
4. ROUTE AND SECURE LMR400 TO OVERHEAD CABLE RACK

REV	DATE	DESCRIPTION
1	04-04-16	GOVNET
2	01-24-17	MODIFY
3	01-20-2018	REV CAPLINK

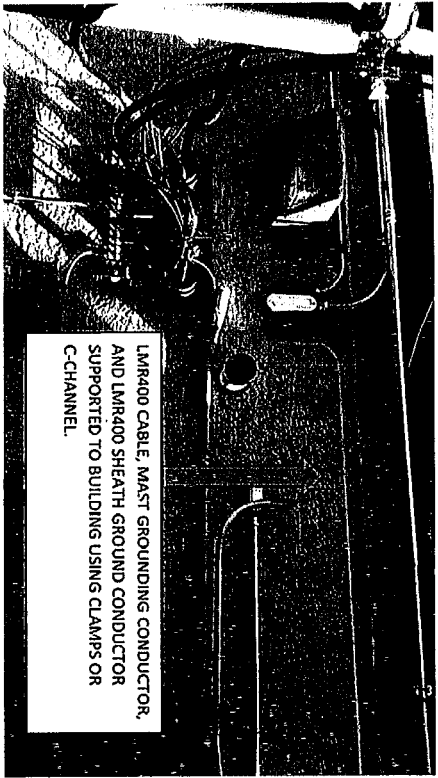


PIMA COUNTY
HYDRAULIC TECHNOLOGY

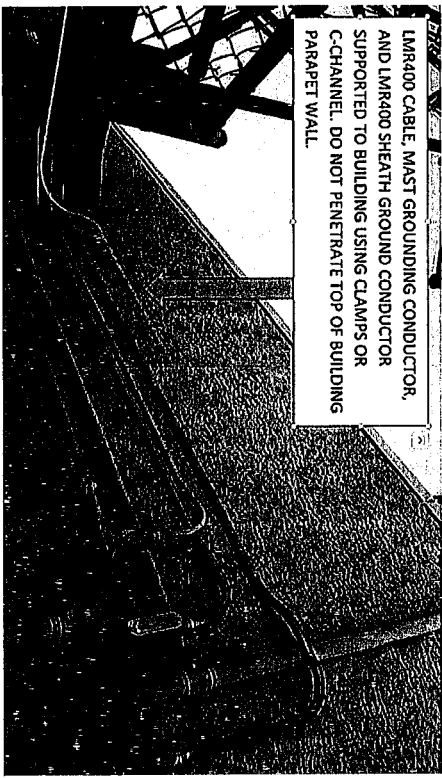
FIELD
ROAD AND SUBSTATION CAPLINK
1249 N. AND WELLS ROAD, AJO, AZ 85321
EXHIBIT B - COMMUNICATIONS ROOM

DESIGNED BY: JHT	SCALE: NONE	DATE: JANUARY 3, 2018
CHECKED BY: B	SCALE: NONE	SHEET: 1 OF 1

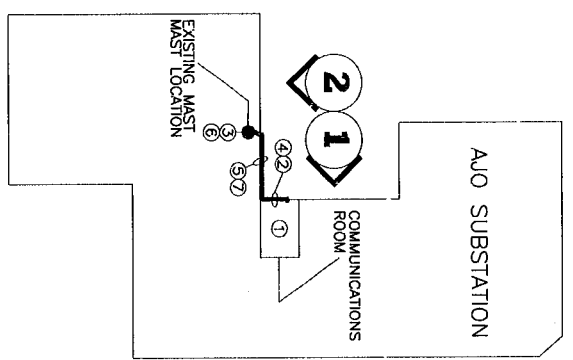
EXHIBIT C EXTERIOR INSTALLATION DRAWING



1 DETAIL 1



2 DETAIL 2



PLAN VIEW

KEY NOTES:

- 1 COMMUNICATIONS ROOM
- 2 EXTERIOR GROUND BAR (EGB)
- 3 EXISTING MAST LOCATION
- 4 ENTRY PORT LOCATION
- 5 CAPLINK TO PROVIDE AND INSTALL LMR400 CABLE FROM ENTRY PORT TO EXISTING MAST
- 6 BOND EXISTING MAST TO EGB
- 7 BOND LMR400 GROUND KIT TO EGB

GENERAL NOTES:

- 1. PROVIDE LMR400 GROUND KIT AND BOND TO EGB USING #6 AWG GREEN JACKETED CABLE.
- 2. BOND EXISTING MAST TO EGB USING #6 AWG GREEN JACKETED CABLE.
- 3. ALL BONDS CADWELD OR 2 HOLE IRREVERSIBLE CRIMP LUG.
- 4. ROUTE CABLE AS SHOWN IN DETAILS 1 AND 2. DO NOT PENETRATE FLASHING ON TOP OF PARAPET.
- 5. SECURE LMR400 TO BUILDING STRUCTURE MIN. 3" SPACING.
- 6. DO NOT ATTACH LMR400 CABLE OR GROUND CONDUCTOR CABLES TO EXISTING WALL MOUNT CONDUITS.

NORTH

PIMA COUNTY
INTEGRATION TECHNOLOGY

PROJECT NO.	1249 N. AJO WELL ROAD, AJO, AZ 85321	DATE	JANUARY 3, 2018	SHEET	2 OF 2
CLIENT	AVO SUBSTATION CAPLINK	SCALE	NONE	DESIGNER	010317
CHECKED BY	B	DATE		DRAWN BY	
DESIGNED BY		SCALE		DATE	

**EXHIBIT D
SPECIAL CONDITIONS, FACILITY RULES & REGULATIONS
AND SECURITY PROCEDURES FOR USERS**

- 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 3/4 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.

EXHIBIT E
PROCEDURES FOR ACCESS TO AJO SUBSTATION

Access to the Ajo Substation will only be permitted for authorized purposes during business hours, weekdays (8:00 a.m. – 5:00p.m.).

Procedures for access:

1. The Civil Air Patrol shall provide a list of **AUTHORIZED PERSONNEL** to **rooftops@pima.gov**. This list must include the following:
 - a. Name of Person
 - b. Affiliation
 - c. Contact number
2. Prior to any work to be performed the Ajo Substation, the Civil Air Patrol must:
 - a. Submit an email to **rooftops@pima.gov** at least 48 hours in advance requesting access and include the following information:
 - i. Civil Air Patrol escort person and phone number
 - ii. Name(s) of amateur radio operators being escorted
 - iii. Name(s) of Wireless personnel/JOC Contractors
 - iv. Day/time of scheduled work
 - v. Type of work to be performed
 - vi. Duration of work
3. Civil Air Patrol personnel must present a valid Pima County employee ID when accessing Ajo Substation
4. **ONLY AUTHORIZED PERSONNEL WILL BE ALLOWED ACCESS.**