



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: August 20, 2018

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Action Communications, Inc.

**\*Project Title/Description:**

Tower and Rooftop License Agreement for Wireless Communications Facilities

**\*Purpose:**

The License Agreement at 33 N. Stone Avenue to allow tenant to install, maintain, and operate communications equipment on the building rooftop. The current License Agreement expired on July 31, 2018. The existing equipment described in the current License Agreement will remain. No new equipment is being added for this License Agreement.

**\*Procurement Method:**

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

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

Annual first year revenue of \$27,823.20 with a 5% per year escalator beginning on year two.

**\*Public Benefit:**

General fund revenue.

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

Complete monthly payments, paid on time, over a 5 year period.

**\*Retroactive:**

Yes, Unable to receive Licensee's required signature before contract expiration.

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To: COB- 8-13-18

ver. - 1

Pgs - 28 (1)

Revised 5/2018

Addendum

**Contract / Award Information**

Document Type: CTN Department Code: IT Contract Number (i.e., 15-123): 19\*019  
Effective Date: 08/20/2018 Termination Date: 08/19/2023 Prior Contract Number (Synergen/CMS):  
☐ Expense Amount: \$ 01.07. ~~7-31 07.~~ ☐ Revenue Amount: \$ 153,740.76

\*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: Dee Taskila / Jay Hogan

Department: ITD Telephone: 724-9590 / 724-2316

Department Director Signature/Date: *Daniel A. Hunt* 8/8/18

Deputy County Administrator Signature/Date: *Jonny Burke* 8-10-18

County Administrator Signature/Date: *C. E. Schubert* 8/10/18  
(Required for Board Agenda/Addendum Items)

**Pima County Department of Information  
Technology**

PROJECT: LICENSE AGREEMENT

LICENSEE: ACTION COMMUNICATIONS, INC.

AMOUNT: REVENUE \$153,740.76

FUNDING:

**CONTRACT**

NO. CTN-IT-19-019

AMENDMENT NO. \_\_\_\_\_

This number must appear on all  
invoices, correspondence and  
documents pertaining to this  
contract.

(STAMP HERE)

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

This License is entered into between Pima County ("Licensor"), a political subdivision of the State of Arizona, and Action Communications, Inc., the ("Licensee"), and is effective upon execution by both parties, and terminates 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, and operate on, and remove from, the tower facility at 33 N. Stone, Ave, Arizona ("the Site") certain communications equipment ("the Equipment") described in **Exhibit A** – Equipment on Rooftop Facility, **Exhibit B** – Tower Drawing, **Exhibit C** – Shelter Drawing, and **Exhibit D** – Data Sheets,. The Equipment will consist only of the equipment as described in Exhibit A, Exhibit B, Exhibit C, and Exhibit D. Any modifications to Exhibit A, Exhibit B, Exhibit C, and Exhibit D, or additions or changes made to the Equipment as described therein will be made 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 no representations or warranties have been made to Licensee by Licensor 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 the installation of the Equipment in accordance with **Exhibit E** - Special Conditions, Facility Rules and Regulations. The location at which the Equipment is installed will be determined by Licensor 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 will not be unreasonably withheld. 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 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 and performed according to code. 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 and/or the television or radio reception of Licensor or of residents and/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 such interference cannot be eliminated 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 such interference is not corrected 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 as the interference problem is corrected. If such interference is not corrected 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 is not 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 will 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 does 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. Licensee further acknowledges and agrees that 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. Access shall be in accordance with **Exhibit F – Procedures for Access to Pima County Rooftop Facilities**. 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 an additional three (3) 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 Licensors: (i) in the event the actions or equipment of a third party (*i.e.*, a party other than Licensors, 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 at least 90 days' notice to the other party.

12. **LICENSE FEE** – Licensee will pay LICENSOR \$2,318.60 (two thousand, three hundred eighteen dollars and sixty cents) per month on the first day of each calendar month, commencing on the first day of the first calendar month after the effective date and continuing thereafter for a total of sixty months (or such greater number of months as would be commensurate with any extension of the term of the License. Fee shall be in accordance with **Exhibit G** – License Fee Schedule. Licensors may, but is not required to send monthly invoices as a courtesy to Licensee. The License Fee is based upon the contents and nature of the Equipment, and may be subject to change in the event of a modification to this License or the exhibits hereto. There will be an annual increase in the License Fee of five percent (5%) with the first such increase to be effective with the first anniversary monthly payment, and the subsequent increases to take effect annually thereafter.

All payments will be made payable to:

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

13. **ADDITIONAL PAYMENTS** – The License Fee set forth in Paragraph 12 is in addition to any other sums of money, charges, or other amounts required to be paid by Licensee, whether to Licensors 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 Licensors, 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 constitutes 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. Licenser will calculate the amount of tax on the applicable space and invoice Licensee separately therefore in time to meet the annual payment deadline of December 1.

15. UTILITIES – LICENSOR will invoice Licensee, and Licensee will reimburse LICENSOR monthly, for any costs for electricity used at the Site by Licensee's equipment. The amount of such electricity costs will be equal to the total electric utility charges attributable to all equipment located in equipment shed C and to cooling the equipment shed in the previous billing cycle, divided by the total number of licensees, tenants, or occupants with equipment located in equipment shed at any one time during that billing cycle. However, Licensee will have the option of installing, at its own cost, a separate meter to determine the electric utility charges attributable to its equipment, and of paying such costs directly to the utility company.
16. INSURANCE – Licensee must carry adequate insurance to protect the parties hereto and Licenser 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 Licenser. Licensee must deliver to Licenser satisfactory proof of the following insurance coverages.

Liability Insurance Coverages – 1. *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. 2. *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. 3. *Workers' Compensation (WC)* insurance with the required statutory limits for all persons employed or hired by Licensee to work on the Premises. WC 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. Self-Insurance is acceptable to meet the insurance requirements. Self-Insurance is acceptable to meet the insurance requirements.

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 Licenser added as an additional insured. Licensee must furnish to Licenser 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. Licenser is to be included as an additional insured on the property policy.

Evidence of Coverage- Licensee shall, during the term of this License, including any renewals and any holding-over thereafter, provide Licenser 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.

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 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 hereunder (including any renewals thereof), and increasing at the same annual rate as provided in Paragraph 12. 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 will 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 survives 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 survives 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 survives 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 and/or operation of its equipment at the site and/or 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 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, special antennas, etc. 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 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 Licensor 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 and/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, such default cannot reasonably be cured 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 incurred by Licensor in curing any default by Licensee.

In the event the default is non-payment of the License Fee by Licensee, Licensor will give notice to Licensee via hand delivery, overnight mail, electronic mail, or certified United States Mail of non-receipt of payment. In the event Licensee fails to make full payment of the License Fee then due within fifteen days from the date of delivery of such notice to Licensee, Licensor will have the right to disconnect, remove, and store Licensee's equipment. All costs and expenses incurred by Licensor in connection with such disconnection, removal, and storage will be reimbursed by Licensee. Such

reimbursement by Licensee does not relieve Licensee of its obligation to pay the License Fees in default together with any additional expenses incurred by Licensor in connection with the collection thereof. 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. Licensee will indemnify, release, defend, and hold harmless Licensor 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 Licensor 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 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 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  
150 W. Congress St., Sixth Floor  
Tucson, Arizona 85701  
(520) 724-7100  
contract.administrator@pima.gov

Action Communications, Inc.  
Attn: WM Brian Baxter  
2816 N. Stone Ave.  
Tucson, Arizona 85705  
(520) 792-0326  
sales@actioncommunications.com

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 filed and maintained 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 has no right of entry into or upon the Site.
35. CONFLICT OF INTEREST – This Agreement is subject to the provisions of A.R.S. section 38-511.
36. FORCE MAJEURE – Neither of the parties hereto 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 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 considered deleted from this License and will not serve to invalidate the remaining provisions of this License to the fullest extent possible.

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

IN WITNESS WHEREOF, the parties have executed this License.

PIMA COUNTY

Action Communications, Inc.

\_\_\_\_\_  
Richard Elías, Chairman  
Board of Supervisors

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
WM. BRIAN BAXTER, PRESIDENT  
Printed Name and Title

\_\_\_\_\_  
8-1-18  
Date

ATTEST

\_\_\_\_\_  
Julie Castaneda, Clerk of the Board

\_\_\_\_\_  
Date

APPROVED AS TO FORM

\_\_\_\_\_  
Chris Straub, Deputy County Attorney

\_\_\_\_\_  
8-7-2018  
Date

APPROVED AS TO CONTENT

\_\_\_\_\_  
Dan Hunt, Chief Information Officer  
Information Technology Department

\_\_\_\_\_  
8/8/18  
Date

**EXHIBIT A**  
**33 N. STONE AVENUE ROOFTOP**  
**COMMUNICATIONS EQUIPMENT**

5 Transmitters licensed by FCC to operate on:

- (1) 854.0875 MHz
- (2) 854.8375 MHz
- (3) 855.1825 MHz
- (4) 855.8125 MHz
- (5) 856.7375 MHz

5 Receivers licensed by FCC to operate on:

- (1) 809.0875 MHz
- (2) 809.8375 MHz
- (3) 810.1825 MHz
- (4) 810.8125 MHz
- (5) 811.7375 MHz

2 Transmission/receiver lines connecting the transmitter/receiver and the transmit/receive antennas:

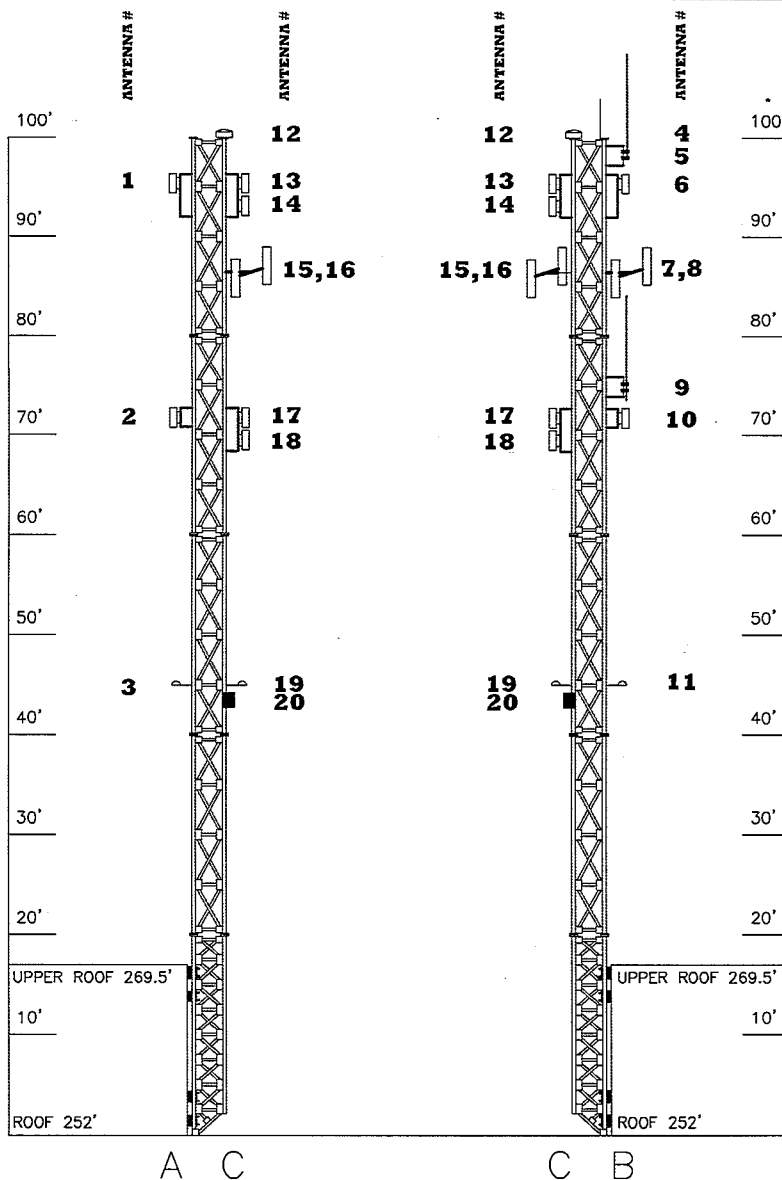
- (1) 200 ft LDF-7 Receive feed-line 1-5/8" in diameter
- (1) 178 ft LDF-7 Transmit feed-line 1-5/8" in diameter

Effective Radiated Power radiated by the transmit antennas will be 360 watts.

Licensee antenna(s):

Quantity	Type	Make	Model No	Size	Height	Diameter
1	Omni	Decibel	DB810K-XT	14.5'	97	3"
1	Omni	Decibel	DB809K-XT	12.2'	75	3"

# EXHIBIT B-TOWER DRAWING



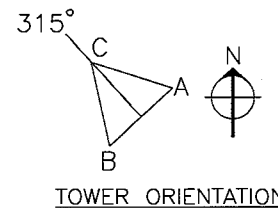
#	LEG	ELEVATION	TENANT-SHELTER	ANTENNA TYPE
1	A	95 FEET	SIMPLY BITS - C	1 PMP450 RADIO AND PANEL
2	A	72 FEET	SIMPLY BITS - C	1 PMP450 RADIO AND PANEL
3	A	45 FEET	N/A	MARKER LIGHT

#	LEG	ELEVATION	TENANT-SHELTER	ANTENNA TYPE
4	B	100 FEET	N/A	LIGHTNING ROD
5	B	97 FEET	ACTION COMM-C	OMNI ANTENNA
6	B	95 FEET	SIMPLY BITS-C	PMP450 RADIO AND PANEL
7	B	85 FEET	DEA - A	JANTEQ SUPERSECTOR PANEL
8	B	85 FEET	DEA - A	JANTEQ SUPERSECTOR PANEL
9	B	75 FEET	ACTION COMM-C	OMNI ANTENNA
10	B	72 FEET	SIMPLY BITS-C	PMP450 RADIO AND PANEL
11	B	45 FEET	N/A	MARKER LIGHT

#	LEG	ELEVATION	TENANT-SHELTER	ANTENNA TYPE
12	C	100 FEET	N/A	BEACON
13	C	95 FEET	SIMPLY BITS - C	PMP450 RADIO AND PANEL
14	C	93 FEET	SIMPLY BITS - C	PMP450 RADIO AND PANEL
15	C	85 FEET	DEA - A	JANTEQ SUPERSECTOR PANEL
16	C	85 FEET	DEA - A	JANTEQ SUPERSECTOR PANEL
17	C	72 FEET	SIMPLY BITS - C	PMP450 RADIO AND PANEL
18	C	70 FEET	SIMPLY BITS - C	PMP450 RADIO AND PANEL
19	C	45 FEET	N/A	MARKER LIGHT
20	C	43 FEET	N/A	MARKER LIGHT CONTROL BOX

## GENERAL NOTES:

1. ANTENNA HEIGHTS ARE MEASURED FROM BASE.



REV.

1	11-25-2013 1ST REVISION
2	06-25-2014 ADD SPROCKET 90° & 93° NOTE: DID NOT INSTALL
3	09-09-2014 SIMPLY BITS EQUIPMENT UPGRADE 95°
4	09-23-2016 ADD DEA 90°
5	04-11-2018 1. ADD SIMPLY BITS 93°, 72°, & 70° 2. REMOVE SPROCKET 45° & 45°
6	06-15-18 ACTION COMMUNICATIONS LICENSE RENEWAL

		TITLE: EXHIBIT B-TOWER DRAWING ACTIONS COMMUNICATIONS INCORPORATED 33 N. STONE AVENUE ROOFTOP LICENSE AGREEMENT	
DRAWN BY: JH CHECKED BY: JH CHECKED BY:	SIZE: TOWER MANUFACTURER-DATA: B CUSTOM-JUNE 2014 SCALE: NONE	FILE NAME: 33NS TOWER REV 061518 DATE: SEE REV BLOCK	SHEET: 1 OF 1



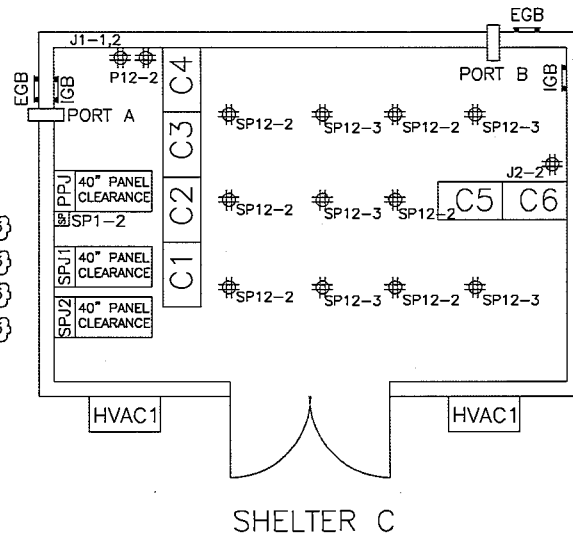
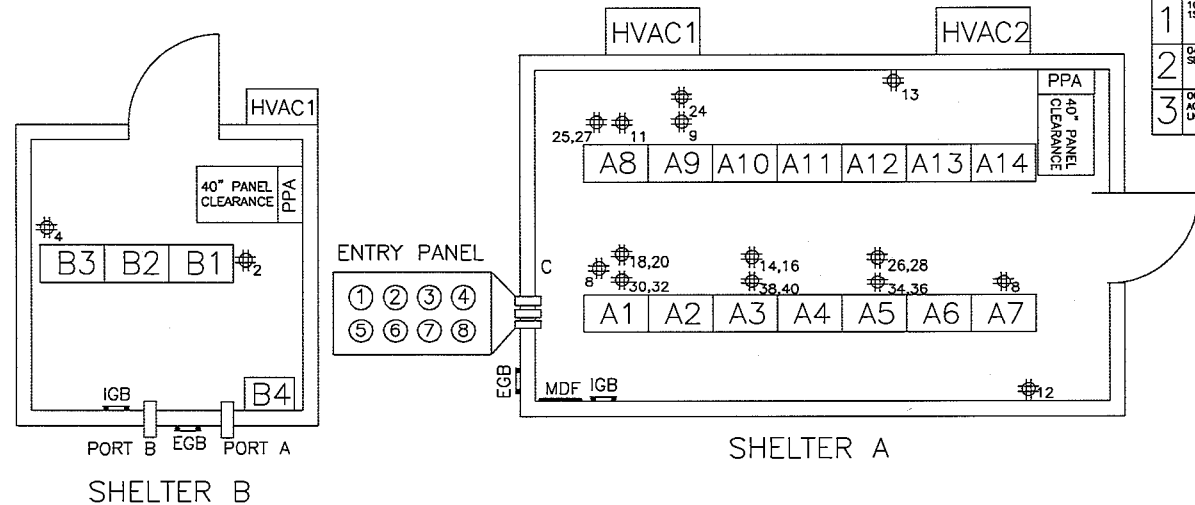
# EXHIBIT C-ROOFTOP DRAWING

RACK	TENANT	CIRCUIT/PORT
A1	(V)	
A2	(V)	
A3	(V)	
A4	(V)	
A5	(V)	
A6	(V)	
A7	(V)	
A8	DEA	9,11/3,4,8
A9	(V)	
A10	(V)	
A11	(V)	
A12	(V)	
A13	(V)	
A14	(V)	

RACK	TENANT	CIRCUIT/PORT
B1	DAKOTAPRO	2/PORT A
B2	(V)	
B3	SPROCKET	4/PORT B
B4	DAKOTAPRO	2/PORT A

RACK	TENANT	CIRCUIT/PORT
C1	ACTION COMM	P12-2/PORT A
C2	ACTION COMM	J1-1,2/PORT A
C3	ACTION COMM	J1-1,2/PORT A
C4	ACTION COMM	J1-1,2/PORT A
C5	SIMPLY BITS	J2-2/PORT B
C6	SIMPLY BITS	J2-2/PORT B

REV 3  
REV 3  
REV 3  
REV 3



## GENERAL NOTES:

1. SUPPORT ROW A RACKS FROM LADDERWAY.
2. EACH OUTLET IS TENANT DEDICATED.
3. RACKS SHALL BE BONDED TO IGB.

## SYMBOLS:

- PP POWER PANEL  
 X FIRE ALARM ENUNCIATOR  
 10 20A QUADRAPLEX OUTLET W/CIRCUIT NUMBER  
 MDF TELEPHONE CLEC DEMARCATION POINT  
 T THERMOSTAT  
 C HVAC CONTROLLER  
 (V) VACANT  
 EGB EXTERIOR GROUND BAR (EGB)  
 IGB INTERIOR GROUND BAR (IGB)



		TITLE: EXHIBIT C - SHELTER DRAWING ACTION COMMUNICATIONS INCORPORATED 33 N. STONE AVENUE ROOFTOP LICENSE AGREEMENT	
DRAWN BY: JH CHECKED BY: JH	SIZE: PROJECT NO.: B NONE	FILE NAME: 33NS ROOFTOP SHELTER 061518	SHEET: 1 OF 1

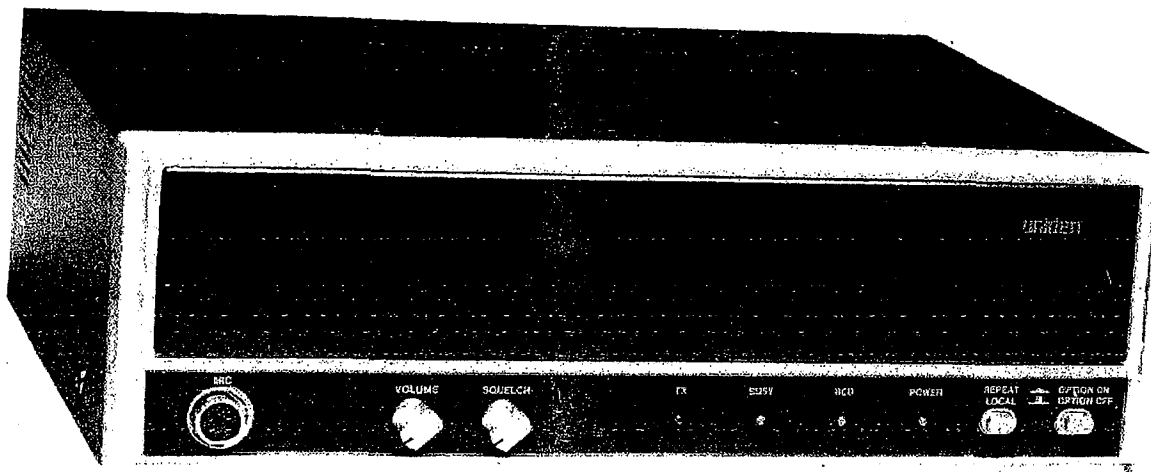
REV	
1	10-02-2017 1ST REVISION
2	04-16-2018 SB RENEWAL
3	06-15-18 ACTION COMMUNICATIONS LICENSE RENEWAL

## EXHIBIT D

33 N. STONE AVENUE ROOFTOP - DATA SHEETS  
MRS 904

**uniden®**

RX: 896 TO 901 MHZ  
TX: 935 TO 941 MHZ



**uniden®**

UNIDEN AMERICA CORPORATION  
Commercial Communications Division  
4700 Amon Carter Blvd.  
Fort Worth, TX 76155  
(817) 858-3300

CC SM 43

**SERVICE  
MANUAL**

## SPECIFICATIONS

The MRS 904 meets or exceeds the following specifications ( Conventional versions include 1 CTCSS tone and Trunking versions include the ARX 800A Logic Board):

---

General	MRS 904
Channels	one
Size	14.875" x 5.375" x 12.75" (380mm x 138mm x 327 mm)
Weight 20 lbs. (9.25kg)	
Input Power	
Primary	13.6 VDC (negative ground only)
Secondary	13.6 VDC (negative ground only)
Current Drain	
Transmit (Full Power)	1000 mA
Receive (Standby)	600 mA
Operating Temperature Range	-30°C to +60°C
Channel Spacing	12.5 kHz
Frequency Control	PLL
Frequency Resolution	12.5 kHz
Canadian DOC Approval	Pending

---

### Transmitter - Conforms to EIA RS-152-B

Frequency Range	935-941 MHz
RF Power Output	400 mW
Audio Distortion	3%
Modulation	11K0F3E, 11K0F9E
FM Hum & Noise	-40dB
Spurious & Harmonic Suppression	-40 dB
Frequency Stability	.05 ppm per Reference Input (ARX 2950)
FCC Transmitter Type Acceptance	Part 90 (AMW95P-89001)

---

### Receiver - Conforms to EIA RS-204-B and C

Frequency Range	896 - 901 MHz
Sensitivity	
12 dB SINAD	0.30 $\mu$ V
20 dB Quieting	0.40 $\mu$ V
Selectivity	70 dB
Intermodulation Rejection	70 dB
Spurious Rejection	80 dB
Image Rejection	70 dB
Modulation Acceptance	$\pm$ 3.75 kHz
Audio Output (@ 5% THD)	2.5 W
Frequency Stability	.05 ppm per Reference Input (ARX 2950)

---

Specifications are subject to change without notice.



## DB809KE-XT

**1-port omni antenna, 806–869 MHz, 360° HPBW, fixed electrical tilt**

- Omnidirectional antenna
- Rugged, durable design, heavy duty radome for minimum tip deflection
- Invert mountable

### Electrical Specifications

Frequency Band, MHz	806–869
Gain, dBi	11.1
Beamwidth, Horizontal, degrees	360
Beamwidth, Vertical, degrees	8.0
Beam Tilt, degrees	0
VSWR   Return Loss, dB	1.5   14.0
PIM, 5th Order, 2 x 20 W, dBc	-150
Input Power per Port, maximum, watts	500
Polarization	Vertical
Impedance	50 ohm

### Electrical Specifications, BASTA\*

\* CommScope® supports NGMN recommendations on Base Station Antenna Standards (BASTA). To learn more about the benefits of BASTA, [download the whitepaper Time to Raise the Bar on BSAs.](#)

### General Specifications

Operating Frequency Band	806 – 869 MHz
Antenna Type	Omni
Band	Single band
Performance Note	Outdoor usage

### Mechanical Specifications

RF Connector Quantity, total	1
RF Connector Quantity, low band	1
RF Connector Interface	7-16 DIN Female
Color	Horizon blue
Grounding Type	RF connector inner conductor and body grounded to reflector and mounting bracket
Radiator Material	Brass
Radome Material	Fiberglass, UV resistant
RF Connector Location	Bottom
Wind Loading, maximum	364.8 N @ 100 mph 82.0 lbf @ 100 mph
Wind Speed, maximum	362 km/h   225 mph

# Product Specifications

COMMScope®

DB809KE-XT

## Dimensions

Length 3708.0 mm | 146.0 in  
Outer Diameter 76.0 mm | 3.0 in  
Net Weight, without mounting kit 12.0 kg | 26.5 lb

## Regulatory Compliance/Certifications

### Agency

RoHS 2011/65/EU  
China RoHS SJ/T 11364-2006  
ISO 9001:2008

### Classification

Compliant by Exemption  
Above Maximum Concentration Value (MCV)  
Designed, manufactured and/or distributed under this quality management system



## Included Products

DB5091-3 — Pipe Mounting Kit for 3.5 in (88.9 mm) OD round members

### \* Footnotes

Performance Note Severe environmental conditions may degrade optimum performance

# Product Specifications



## DB810KE-XT

Omni Antenna, 806–869 MHz, 360° horizontal beamwidth, fixed electrical tilt



- Omnidirectional antenna
- Rugged, durable design, heavy duty radome for minimum tip deflection
- Invert mountable

## CHARACTERISTICS

### General Specifications

Antenna Type                      Omni  
Operating Frequency Band 806 – 869 MHz

### Electrical Specifications

Frequency Band, MHz	806–869
Beamwidth, Horizontal, degrees	360
Gain, dBd	10.0
Gain, dBi	12.1
Beamwidth, Vertical, degrees	6.0
Beam Tilt, degrees	0
VSWR   Return Loss, db	1.4:1   15.6
Intermodulation Products, 5th Order, 2 x 20 W, dBc	-150
Input Power, maximum, watts	500
Polarization	Vertical
Impedance, ohms	50
Lightning Protection	dc Ground

# Product Specifications

DB810KE-XT



## Mechanical Specifications

Color Horizon blue  
Connector Interface 7-16 DIN Female  
Connector Location Bottom  
Connector Quantity 1  
Wind Loading, maximum 418.1 N @ 100 mph | 94.0 lbf @ 100 mph  
Wind Speed, maximum 201.2 km/h | 125.0 mph

## Dimensions

Length 4419.6 mm | 174.0 in  
Outer Diameter 76.2 mm | 3.0 in  
Net Weight 16.3 kg | 36.0 lb

## Regulatory Compliance/Certifications

### Agency

RoHS 2002/95/EC  
China RoHS SJ/T 11364-2006

### Classification

Compliant by Exemption  
Above Concentration Value (MCV)



## Included Products



### **DB5091-3**

Pipe Mounting Kit for 3.5 in (88.9 mm) OD round members

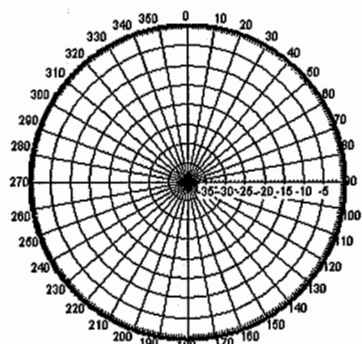


# Product Specifications

DB810KE-XT

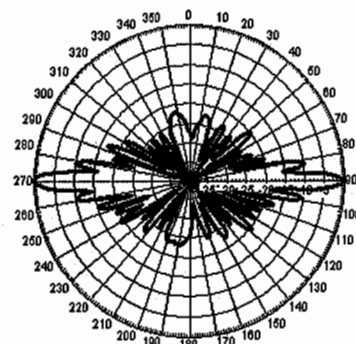


Horizontal Pattern



Freq: 820 MHz, Tilt: 0

Vertical Pattern



Freq: 820 MHz, Tilt: 0

PAGE 7 OF 7

From North America, toll free  
Telephone: 1-800-255-1479  
Fax: 1-800-349-5444

Outside North America  
Telephone: +1-708-873-2307  
Fax: +1-779-435-8579

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All specifications are subject to change. Please see  
[www.andrew.com](http://www.andrew.com) for the most current information.

page 3 of 3  
9/25/2008

**EXHIBIT E**  
**33 N. STONE AVENUE ROOFTOP**  
**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  $\frac{3}{4}$  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. Licensors 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. Licensors 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 Licensors. Any work involving the presence of Licensors' 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. Licensors 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 F**  
**33 N. STONE AVENUE ROOFTOP**  
**PROCEDURES FOR ACCESS TO PIMA COUNTY ROOFTOP FACILITIES**

Access to the rooftop facilities is restricted and will only be permitted for authorized purposes.

Procedures for access:

Weekdays (8:00 a.m. – 5:00p.m.)

1. All Tenants will supply a list of authorized users. This list shall include the following:
  - a. Name of Person
  - b. Company
  - c. Phone number
2. Email completed authorized user list to [rooftops@pima.gov](mailto:rooftops@pima.gov).
3. Prior to any work to be performed on any Pima County rooftop facility, tenant must
  - a. Email [rooftops@pima.gov](mailto:rooftops@pima.gov) with the following information at least 24 hours in advance of arrival:
    - i. Name of company
    - ii. Contact person, names of individuals performing work
    - iii. Phone number
    - iv. Preferred day/time to schedule work
    - v. Type of work to be performed
    - vi. Duration of work
4. IT will review the request and forward it to Facilities Management (if approved) to arrange access to the rooftop facilities for authorized users and notify tenant
5. You must present picture identification and company identification. This will be compared to the Authorized Users List that each tenant supplies.
6. ONLY AUTHORIZED USERS WILL BE ALLOWED ACCESS.

Weeknights, weekend and holiday:

Emergencies

This process is to be utilized for true emergency service affecting outages

1. Call 740-3085 – This will be forwarded to Central Plant operations. They will have access to the buildings 24-7.
2. Emergency access must be reported to [rooftops@pima.gov](mailto:rooftops@pima.gov) by 8:00 a.m. the next business day to advise of any addition, removal, or modification of equipment/antennas that was required as a result of the emergency.

3. This process is for true emergencies. Any tenant utilizing the Emergency process to bypass the Weekday process will be notified and the lease may be terminated.

#### After Hours Maintenance

This process is to be utilized for service affecting maintenance during non-peak hours

1. Prior to any work to be performed on any Pima County rooftop facility, tenant must
  - a. Email [rooftops@pima.gov](mailto:rooftops@pima.gov) with the following information at least 24 hours in advance of arrival:
    - i. Name of company
    - ii. Contact person, names of individuals performing work
    - iii. Phone number
    - iv. Preferred day/time to schedule work
    - v. Type of work to be performed
    - vi. Duration of work
2. IT will review the request and forward it to Facilities Management (if approved) to arrange access to the rooftop facilities for authorized users and notify Tenant.
3. Call 740-3085 upon arrival for work being performed – This will be forwarded to Central Plant operations. They will have access to the buildings 24-7.



# EXHIBIT G

## 33 N. STONE AVENUE ROOFTOP LICENSE FEE SCHEDULE

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

### MONTHLY PAYMENTS DUE

First Year	\$2,318.60	
Second Year	\$2,434.53	(\$2,318.60 plus 5%)
Third Year	\$2,556.26	(\$2,434.53 plus 5%)
Fourth Year	\$2,684.07	(\$2,556.26 plus 5%)
Fifth Year	\$2,818.27	(\$2,684.07 plus 5%)

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

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

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

(5) Repeaters @ \$270.00	=	\$1,350.00 / month
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**Total = \$1,915.60 / month**

\*\*Does not include Shelter C monthly electrical charges which will be billed via Pima County Facilities Management, on a monthly basis, separately from the above monthly fee.