



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: November 6, 2018

** = Mandatory, information must be provided*

or Procurement Director Award ☐

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

Arizona Supreme Court Administrative Office of the Courts

***Project Title/Description:**

Rooftop License Agreement

***Purpose:**

This Agreement allows the Arizona Supreme Court Administrative Office of the Courts to install, maintain, and operate point-to-point microwave radio communications equipment on the rooftop of the Pima County Administration West building. This point-to-point microwave radio link provides a redundant network connection between the Arizona Supreme Court Administrative Office of the Courts State Building data center located at 400 W. Congress Street, and the Pima County Superior Court Administration West data center located at 150 W. Congress Street.

***Procurement Method:**

Non-Procurement Contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Redundant network connectivity between Courts data centers that are required to distribute network connectivity to State and County Courts personnel, and State and County constituents.

***Public Benefit:**

Assurance of the uninterrupted network and data connections that are required for delivery of Courts related public services.

***Metrics Available to Measure Performance:**

Uninterrupted Courts network and data services.

***Retroactive:**

No, this Rooftop License Agreement is not Retroactive

*To: COB 10-24-18
Ver. - 1
Pgs - 12
(1)*

Contract / Award Information

Document Type: CTN Department Code: IT Contract Number (i.e., 15-123): 19*049
Effective Date: 11/06/2018 Termination Date: 11/05/2023 Prior Contract Number (Synergen/CMS): None
☐ Expense Amount: \$ 0.00 ☐ Revenue Amount: \$ 0.00

*Funding Source(s) required: None

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: [Signature] 10/9/18

Deputy County Administrator Signature/Date: [Signature] 10-19-18

County Administrator Signature/Date: [Signature] 10/22/18
(Required for Board Agenda/Addendum Items)

PIMA COUNTY INFORMATION TECHNOLOGY
DEPARTMENT

PROJECT: LICENSE AGREEMENT

LICENSEE: ARIZONA SUPREME COURT,
Administrative Office of the Courts
1501 W. Washington Street.
Phoenix, AZ 85007

CONTRACT

NO. CTN-IT-19-049

AMENDMENT NO. _____

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

(STAMP HERE)

ROOFTOP LICENSE
FOR WIRELESS COMMUNICATIONS FACILITIES

This License is entered into between Pima County ("LICENSOR"), a political subdivision of the State of Arizona, and Arizona Supreme Court Administrative Office of the Courts ("LICENSEE"), and shall be 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 Contract. 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") supporting LICENSEE'S network connectivity on the rooftop facility and described in **Exhibit A – Communications Equipment, Exhibit B – Rooftop Drawing, and Exhibit C – Equipment Data Sheets** located at Admin East 150 W. Congress, Tucson, Arizona ("the Site"). The Equipment shall consist only of the equipment as described in **Exhibit A, Exhibit B, and Exhibit C**. Any modifications to **Exhibit A, Exhibit B, and Exhibit C**, or additions or changes made to the Equipment as described therein shall be made only pursuant to a modification of this License pursuant to Section 25. No Radio Frequency Interference Analysis is required for this License. No Structural Analysis report is required for this License.
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 shall submit to LICENSOR, for LICENSOR's approval, detailed written plans and specifications as to installation of the Equipment. LICENSOR shall not unreasonably withhold such approval. Installation of the Equipment shall be performed in accordance with **Exhibit D – Special Conditions, Facility Rules and Regulations**. Any modifications to **Exhibit D** shall be made only pursuant to a modification of this License pursuant to Section 25. The location at which the Equipment is installed will be determined by LICENSOR with consideration of the needs of Licensee. Licensee shall be solely responsible for ensuring that its Equipment is installed properly. LICENSOR shall 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 hereby is acknowledged by Licensee. 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 such request is made by Licensee, 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 shall 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 shall be 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 shall have 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 shall 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 shall notify LICENSOR at least twenty-four hours prior to the commencement of work by any third-party installer. Tower climbers shall 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 shall 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 shall 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 shall 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 shall 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 shall remove its equipment from the Site within an additional ten-day period. This License shall 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 shall 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 shall 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 shall 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. LICENSOR agrees to provide notice to LICENSEE prior to engaging in any activity described in this paragraph that could result in costs being shared by LICENSEE.
8. MAINTENANCE OF LICENSEE'S EQUIPMENT – Licensee shall, 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 shall remain the property of Licensee. Licensee agrees that LICENSOR shall not bear any responsibility for Licensee's equipment, the operation, care, or security thereof, or the services provided thereby. Licensee further agrees that it shall have 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 shall 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 shall 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** – Procedures for Access to Pima County Rooftop Facilities, for detailed

procedures in order to gain access to the Site.) LICENSOR further grants Licensee a right of access to the areas where Licensee is 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 shall be for a period of five years from the effective date, unless extended or terminated as provided herein.

The License is renewable for an additional five-year period 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, (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, or (iv) in the absence of appropriated funds.

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

12. LICENSE FEE – There is no fee required for this License.
13. ADDITIONAL PAYMENTS – There are no Additional Payments associated with this License.
14. EXCISE TAX – There are no excise taxes associated with this License.
15. UTILITIES – There are no utility fees associated with this License.
16. INDEMNIFICATION/SELF-INSURANCE Licensee is an agency of the Arizona Supreme Court and, as such, is covered by the State of Arizona's self-insurance.

To the extent permitted by law, each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

17. RIGHTS TO EQUIPMENT – During the term of this License, provided that Licensee is not in default hereunder, LICENSOR shall 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 shall 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 shall become 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 shall 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 Section 12. At all times during any holdover period, LICENSOR shall have the unilateral right to terminate this License and to remove Licensee's equipment.
19. REPAIRS – In addition to the repairs referred to in Section 17, Licensee shall be required to 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 shall be accomplished in a manner and by a contractor satisfactory to LICENSOR.
20. 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 shall, 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.
21. COORDINATION OF OPERATION – LICENSOR shall 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 shall make reasonable efforts to minimize any inconvenience, loss, or expense to Licensee arising therefrom, but shall not be liable to Licensee or any of Licensee's customers for any such inconvenience, loss, or expense suffered by Licensee and/or Licensee's customers.

22. 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 shall 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 shall occur 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.
23. 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 shall 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 shall be entitled to seek its own award against the governmental authority only if such award will not result in a diminution of LICENSOR's award.
24. DEFAULT – In the event Licensee shall fail to comply with any of the provisions of this License or the exhibits hereto, or shall default 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, the time to cure such default shall be extended by LICENSOR 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 shall reimburse LICENSOR for any expenses incurred by LICENSOR in curing any default by Licensee.
- Any three defaults by Licensee within a twelve-month period shall be cause for termination of this License by LICENSOR without the extension of any cure period to Licensee.
25. MODIFICATIONS – Any addition, variation, or modification to this License shall be void and ineffective unless made in writing and signed by an authorized representative of each party.
26. PARTIES BOUND BY AGREEMENT -- Subject to the provisions hereof, this License shall extend to and bind the heirs, executors, administrators, successors, and assigns of the parties hereto.

27. ASSIGNMENT – Without LICENSOR's written consent, LICENSEE shall not have the right to assign this License, or to sublicense all or any part of its rights or obligations hereunder.
28. AUTHORITY TO SIGN – LICENSEE represents that the individual signing this License on behalf of Licensee presently has and shall maintain full authority to enter into this License and to bind and obligate Licensee to the terms, rights, and obligations under this License.
29. NOTICES – All notices sent pursuant to this License shall be in writing and shall be 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
Attn: Information Technology
Department
33 N. Stone
14th Floor
Tucson, AZ 85701
(520) 724-8113
Contract.Administrator@pima.gov

LICENSEE:
ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE
COURTS
1501 W. Washington St.
Phoenix, AZ 85007
602 452-3394
RFranklin@courts.az.gov

30. CAPTIONS – Any captions in this License 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.
31. COMPLIANCE WITH LAWS – In accordance with A.R.S. § 41-2501, et seq., and AAC R2-7-101, et seq, this Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Judicial Branch Procurement Code.
32. NON-DISCRIMINATION – In accordance with A.R.S. § 41-1461, et seq., LICENSEE and LICENSOR shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. LICENSEE and LICENSOR shall comply with the Americans with Disabilities Act.
33. LICENSEE HAS NO INTEREST OR ESTATE – LICENSEE agrees that it has no claim, interest, or estate at any time in the Site by virtue of this License or its use hereunder. Upon termination of this License, Licensee shall have no right of entry into or upon the Site.
34. CONFLICT OF INTEREST – In accordance with A.R.S. § 38-511, LICENSEE Or LICENSOR may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the LICENSEE or LICENSOR at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.
35. FORCE MAJEURE – Neither of the parties hereto shall be 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 shall be suspended for so long as the event prevents proper performance under this License. However, if such suspension shall continue in excess of ninety days, the parties shall 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 shall terminate.

36. AUDIT – In accordance with A.R.S. § 35-214, the LICENSEE and LICENSOR shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the Court at reasonable times. Upon request, the LICENSEE and LICENSOR shall produce the original of any or all such records.
37. E-VERIFY – In accordance with A.R.S. § 41-4401, LICENSOR AND LICENSEE warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.
38. ARBITRATION – In accordance with A.R.S. § 12-1518, the parties to agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
39. 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 shall be considered deleted from this License and shall not serve to invalidate the remaining provisions of this License to the fullest extent possible.

40. NON-AVAILABILITY OF FUNDS – In accordance with A.R.S. § 35-154, every payment obligation of a party under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the either party at the end of the period for which funds are available. No liability shall accrue to a party in the event this provision is exercised, and a party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

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IN WITNESS WHEREOF, the parties have executed this License.

PIMA COUNTY

ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE
COURTS

Richard Elias, Chairman
Board of Supervisors

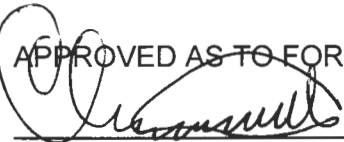
Date

ATTEST

Julie Castañeda, Clerk of Board

Date

APPROVED AS TO FORM



Chris Straub, Deputy County Attorney

10/4/2018
Date

APPROVED AS TO CONTENT



Dan Hunt, CIO
Information Technology Department

10/9/18
Date



Authorized Officer Signature

Mike Baumstark;
Printed Name and Title Deputy Director
9/27/18
Date

EXHIBIT A
150 W. CONGRESS AVENUE ROOFTOP
COMMUNICATIONS EQUIPMENT

Description of equipment and appurtenances: One AJIN Point to Point microwave radio with dish;
One 6' x 6' Baird Non-Penetrating Roof Mount

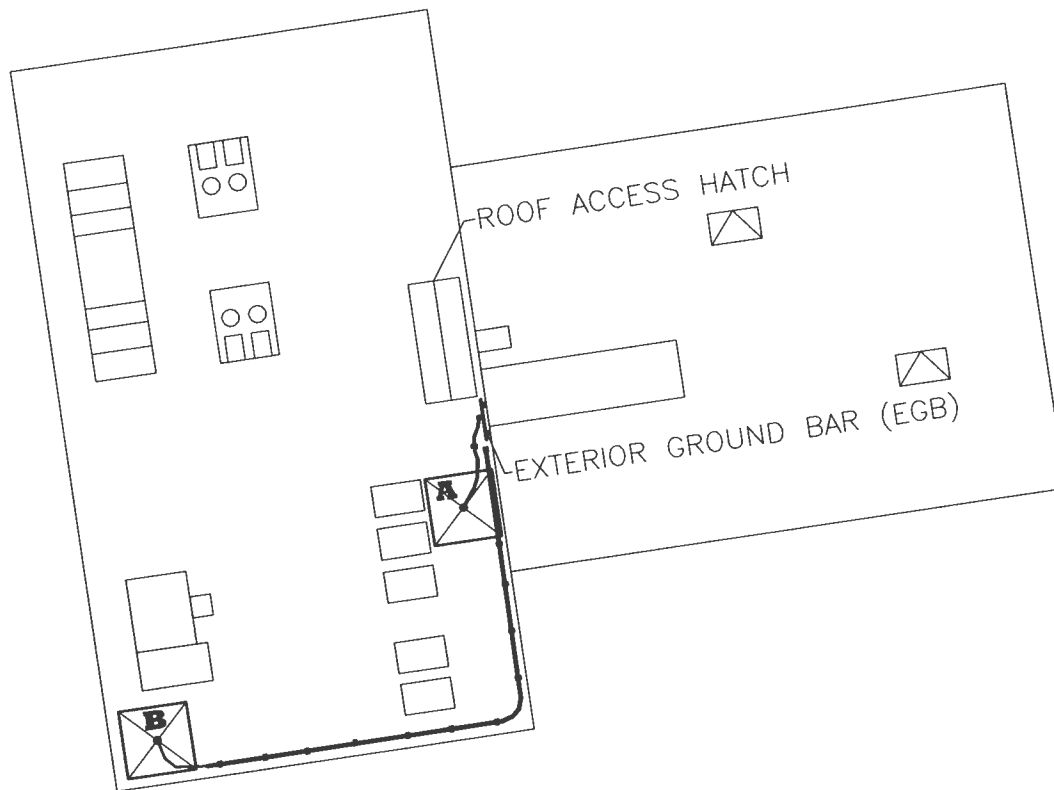
Dish Frequency: 22085 Mhz
Panel Effective Radiated Power: +53dB

Base Station #1 Information: Ceragon FibeAir IP-20

Licensee will be installing the following antenna(s):

Quantity	Type	Make	Model No	Size	Height	Diameter
1	Dish	Radiowaves	HPC1-23	N/A	0'	1'

EXHIBIT B



REV 3

LOC.	MOUNT	TENANT	DESCRIPTION
A	NPRM	RFCD	1 YAGI & 1 10' OMNI
B	NPRM	AJIN	HPC1-23 1' DISH

#	REV.
1	04-01-18 ADD INFO LOC. A
2	04-16-2017 ADD INFO LOC. B


GENERAL NOTES:

1. CABLES SHALL FOLLOW CABLE PATH AND BE RUN ON CLEATS WITH RUBBER INSULATION. CABLE & CONDUIT SHALL BE SECURED.
2. NPRM's SHALL BE SET ON A RUBBER MAT TO PROTECT MEMBRANE.
3. ALL NPRM's SHALL BE BONDED TO THE EGB..
4. ALL MASTS WITH ACTIVE EQUIPMENT SHALL BE BONDED TO THE EGB.
5. ALL SHEATH GROUNDING CONDUCTORS SHALL BE BONDED TO THE EGB.

SYMBOLS:

NPRM NON-PENETRATING ROOF MOUNT
 ROOFTOP BUSS BAR



 PIMA COUNTY INFORMATION TECHNOLOGY		TITLE: EXHIBIT B -- ROOFTOP DRAWING ARIZONA SUPREME COURT 150 W. CONGRESS ROOFTOP LICENSE AGREEMENT	
DRAWN BY: JH	SIZE: B	PROJECT NO.: NONE	FILE NAME: ADMIN WEST ROOFTOP REV 2 AJIN
CHECKED BY:	SCALE: NONE	DATE: SEE REV BLOCK	SHEET: 1 OF 1

150 W. CONGRESS AVENUE ROOFTOP EQUIPMENT DATA SHEETS

HPC1-23

0.3 M | 1 FT HIGH PERFORMANCE COMMERCIAL LINE PARABOLIC ANTENNA, SINGLE-POLARIZED, 21.2-23.6GHZ

The HPC1-23 parabolic antenna offers a value engineered high performance parabolic antenna within a 30 cm footprint. Designed for global application, the HPC1-23 delivers a lightweight parabolic antenna with superior RF performance in the 23 GHz frequency band.

Product Features:

- Value priced for economical deployments
- Excellent RF performance
- Fully pre-assembled for "fastest time to tower"
- Compliant to ETSI and FCC standards
- Wind ratings - 125 mph / minimum operating and 155 mph / survival
- Waveguide and direct mount interface
- Three year warranty



SPECIFICATIONS

General

Antenna Type	High Performance Commercial Line Parabolic Antenna	Standard RF Connector Type	PBR220
Size, nominal	1 ft 0.3 m	Standard RF Connector Suffix	RS (append suffix to model number)
Polarization	Single		

Electrical

Operating Frequency Band	21.2 - 23.6 GHz	Gain, Low Frequency	34.7 dBi
Half Power Beamwidth, Horizontal	3 degrees	Gain, Mid Frequency	35.3 dBi
Half Power Beamwidth, Vertical	3 degrees	Gain, High Frequency	35.9 dBi
Cross-Polarization Discrimination	30 dB	Return Loss	-17.7 dB
Front to Back Ratio (F/B)	62 dB		

Mechanical

Fine Azimuth Adjustment	+/- 15 degrees
Fine Elevation Adjustment	+/- 15 degrees
Mounting Pipe Diameter, Min	2 inch 5.1 cm
Mounting Pipe Diameter, Max	4.5 inch 114 cm
Net Weight	16.5 lbs 7.5 kg
Wind Velocity Operational	125 mph 201 km/h
Wind Velocity Survival Rating	155 mph 250 km/h

Mechanical Configuration	HPC1
Axial Force (FA)	101 lbs 451 N
Side Force (FS)	51 lbs 201 N
Twisting Moment (MT)	120 ft-lbs 163 Nm
Operating Temperature Range	-40 to +60 C
Max Pressure, PSIG, (if waveguide interface)	9

Regulatory Compliance

FCC	Part 101 Cat A
Industry Canada Compliance	SRSP-317-8B

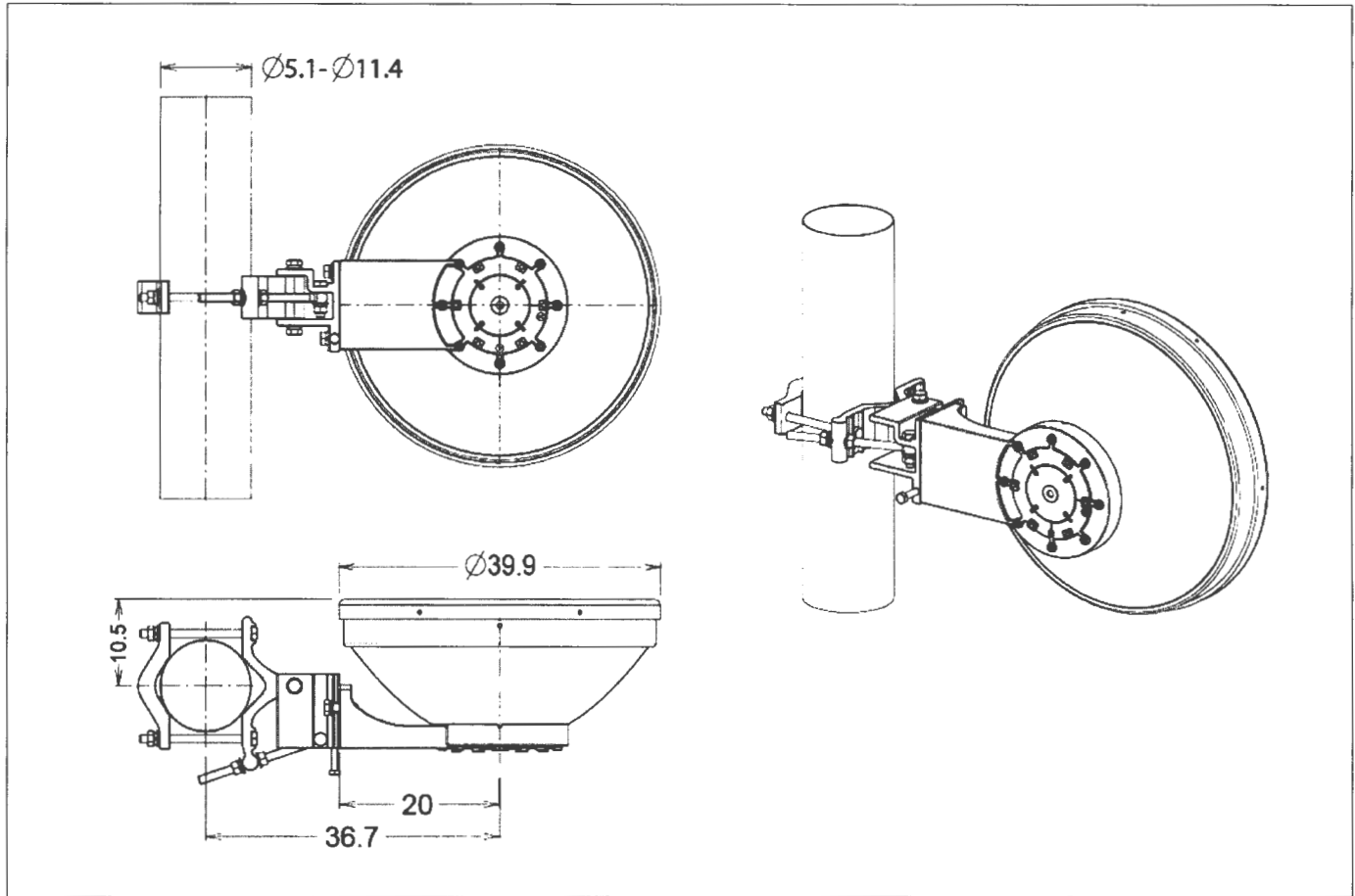
ETSI	302217 R1 C3
RoHS-compliant	yes

Shipping Information

Package Type	Cardboard
Gross Weight	16.5 lbs 7.5 kg

Dimensions, L x W x H	19.7 x 17.7 x 12.7in 50 x 45 x 32 cm
Shipping Volume	2.5 cu ft 0.07 cu m

TECHNICAL DRAWINGS



Model: SS Ridgemount
Type: Ridgemount System
8' Mount Height

Baird is the world's leading antenna mounting systems manufacturer. Baird designs, tests and manufactures mounting systems for every antenna offered in the world today. In the most demanding situations and conditions on earth, Baird is ***Underneath It All.***

Superior Quality

- 100% hot dipped galvanized finish
- Zinc plated hardware
- Design tested for survivability
- State-of-the-art manufacturing
- Heavy gauge steel fabrication

Ultimate Flexibility

- Mast sizes to accommodate ALL major antenna brands
- Mast heights up to 10' (3.2M) for wireless and other applications
- Custom installations? Baird can meet your needs with more than 20 years of Industry experience

Product Support

- Engineering and installation support
- Site specific ballast calculations
- Same day shipping of in-stock items
- Extensive inventory

Warranty

- Your mount is backed by Baird's industry leading...**10 year warranty!**

The SS Ridgemount is designed to provide a stable mounting platform on a ridge or peaked roof. The SS Ridgemount is used with all major brands of wireless products, satellite antennas up to 1.0M and other applications.



Baird Mounting Systems
 3160 Logan Ave
 Waterloo, Iowa 50703

Phone: 319-233-3561
 Fax: 319-235-7653

www.BairdMounts.com

Underneath It All

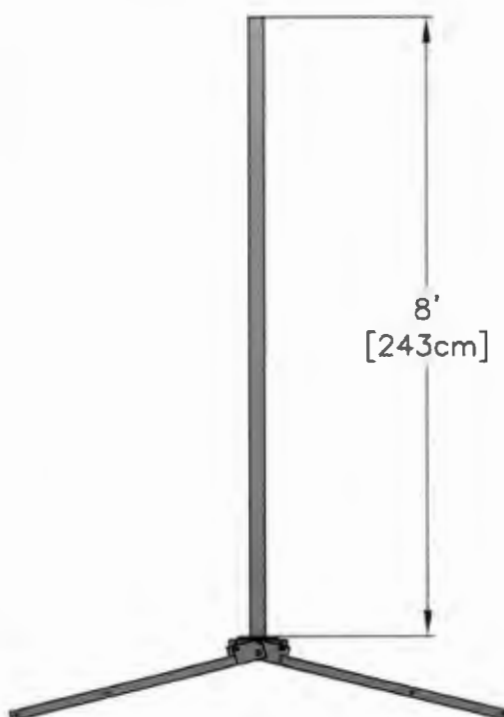
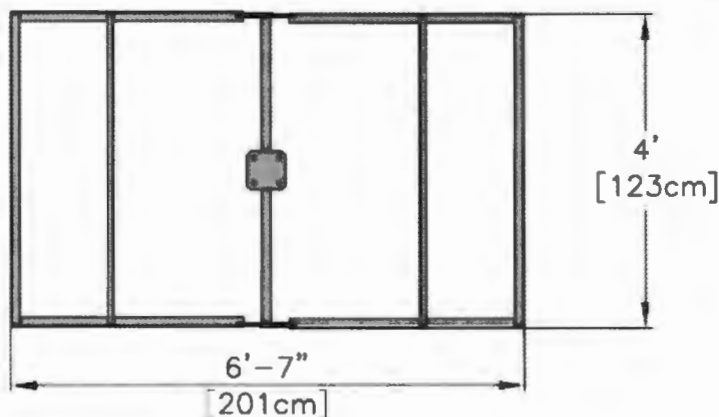
Arizona Supreme Court

150 W. Congress Rooftop License Agreement

PART NUMBER	DESCRIPTION
SSRM-131x8-R	Non-Pen Ridgemoount, 4' x 6.6' Footprint, 1.31" O.D. x 8' Mast w/ Rubber Roof Pad
SSRM-166x8-R	Non-Pen Ridgemoount, 4' x 6.6' Footprint, 1.66" O.D. x 8' Mast w/ Rubber Roof Pad
SSRM-190x8-R	Non-Pen Ridgemoount, 4' x 6.6' Footprint, 1.9" O.D. x 8' Mast w/ Rubber Roof Pad
SSRM-237x8-R	Non-Pen Ridgemoount, 4' x 6.6' Footprint, 2.37" O.D. x 8' Mast w/ Rubber Roof Pad
SSRM-288x8-R	Non-Pen Ridgemoount, 4' x 6.6' Footprint, 2.88" O.D. x 8' Mast w/ Rubber Roof Pad

PRODUCT INFORMATION

Application:	Roof-Top
Type:	Non-Penetrating, Ridge Non-Penetrating, Flat Surface
Uses:	Wireless Satellite up to 1.0M Other Applications
Footprint:	4.0' x 6.6' = 26.4 sq ft
Finish:	Hot Dip Galvanized
Wireless / Other Application Mast Sizes:	1.31" O.D. to 2.88" O.D. 2.0' to 10' Height
Satellite Mast Sizes:	1.66" O.D. to 3.00" O.D. 2.0' Height
Ballast:	Up to 12 Standard Concrete Blocks (8" x 8" x 16")
Shipping:	UPS/Fedex Shipping Available Bulk Shipments - Up to 25 Units per Pallet
Warranty:	10 Year Product Warranty



MOUNT ADJUSTS TO FIT 2/12 THRU 7/12 ROOF PITCHES. MOUNT CAN ALSO BE LOCKED IN THE FLAT POSITION.

www.BairdMounts.com

Model: SS Ridgemoount
Type: Ridgemoount System
8' Mount Height

BAIRD
WIRELESS MOUNTING SYSTEMS

EXHIBIT D
150 W. CONGRESS 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 Licensors at any time. All cavities are to be ¾ wave length, silver plated type.

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

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

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

5. Movement in or out of the rooftop facility with any bulky equipment shall be restricted and allowed only at such times as designated by Licensor.
Licensor will determine the method and routing of such items so as to ensure the safety of all concerned and that potential harm to the rooftop facility be minimized. Advance notice of at least 24 hours is required for the movement of equipment.
 6. Licensor shall have the authority to prescribe the maximum weight in any area and the manner in which equipment is placed.
 7. Licensee shall not adjust, attempt to adjust or otherwise tamper with any temperature control thermostats in the equipment sheds. Licensor shall adjust thermostats as required to maintain building standard temperature.
 8. At all times, Licensee will comply with all requirements necessary for the security of the rooftop facility.
 9. Notwithstanding any other provisions to the contrary contained herein, no work shall be performed at the rooftop facility, with the exception of routine maintenance work performed strictly by qualified employees of Licensee, without prior written consent of Licensor. Any work involving the presence of Licensor's representative, will be billed to and paid by Licensee at the hourly market rate applicable to said representative at that time. Any violation of this policy will be considered a material breach by Licensee.
 10. All routine service calls are to be scheduled between the hours of 8:00 a.m. and 5:00 p.m. weekdays.
 11. No Cable Terminations or circuit interface equipment is to be installed in any area but the building main distribution frame (basement or roof) and the Licensee's rooftop equipment area. Inclusive of but not limited to: 66 mounting blocks; 110 mounting blocks; modems; net work interface devices; and CSU-DSU units.
- O. Licensor reserves the right to rescind any of these rules and to make other rules if required for the safety and care of the rooftop facility and all licensees. Any changes to the rule and regulation will be done by formal written amendment. Upon notification to Licensee, such rules and regulations shall be binding upon Licensee in a manner as if originally herein prescribed.

EXHIBIT E
150 W. CONGRESS 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.
3. Prior to any work to be performed on any Pima County rooftop facility, tenant must
 - a. Email 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 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 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.