



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: April 16th, 2019

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Federal Bureau Of Investigation (FBI)

**\*Project Title/Description:**

New Rooftop License for Wireless Communications Facilities at 33 N. Stone Avenue, Tucson AZ 85701.

**\*Purpose:**

License to allow FBI to install, maintain, operate, and remove communication radio antennas, on the rooftop at 33 N. Stone Ave.

**\*Procurement Method:**

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

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

Monthly Revenue of \$67.00 per month, with a 5% per year escalator beginning on year 2.

**\*Public Benefit:**

General Fund revenue.

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

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

**\*Retroactive:**

NO

APR 05 19PM 1150 PC CLK CF PD

To: COB. 4-5-19  
Ver. - 1  
Pgs - 31  
(2) Addendum

**Contract / Award Information**

Document Type: CTN Department Code: IT Contract Number (i.e., 15-123): 19\*177  
Effective Date: 04/16/2019 Termination Date: 04/15/2024 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount: \$\* \_\_\_\_\_ ☒ Revenue Amount: \$ 4,442.61  
\*Funding Source(s) required: N/A

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_  
Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No  
If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_  
Were insurance or indemnity clauses modified? ☐ Yes ☒ No  
If Yes, attach Risk's approval.  
Vendor is using a Social Security Number? ☐ Yes ☒ No  
If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_  
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_  
Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_  
\*Funding Source(s) required:

Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_  
Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_  
☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

**\*All Funding Source(s) required:**

\*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_  
\*Match funding from other sources? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_  
\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the  
Federal government or passed through other organization(s)? \_\_\_\_\_

Contact: Jay Hogan, Communications Engineer / Dee Taskila, Special Staff Assistant, Sr.  
Department: Information Technology Department Telephone: 724-2316 / 724-9590  
Department Director Signature/Date: [Signature] 4/2/19  
Deputy County Administrator Signature/Date: [Signature] 4-3-19  
County Administrator Signature/Date: [Signature] 4-4-2019  
(Required for Board Agenda/Addendum Items)

Contract No: CTN-IT-19-177 Amendment No: \_\_\_\_\_

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

<b>Pima County Department of Information Technology</b>	<b>FEDERAL BUREAU OF INVESTIGATION</b>
<b>PROJECT: TOWER LICENSE AGREEMENT</b>	<b>935 Pennsylvania Avenue NW</b>
<b>LICENSEE: Federal Bureau of Investigation</b>	<b>Washington, DC 20535</b>
<b>AMOUNT: \$4,442.61</b>	<b>Attn: Operational Technology Division</b>
<b>FUNDING: GENERAL FUND</b>	<b>Radio Coordination Unit</b>
	<b>Telecommunications Oversight and Site Support Group</b>

**TOWER LICENSE  
FOR WIRELESS COMMUNICATIONS FACILITIES**

This License is entered into between Pima County ("Licensor"), a political subdivision of the State of Arizona, and the Federal Bureau of Investigation, ("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**, and **Exhibit B – Rooftop Drawing**. The Equipment will consist only of the equipment as described in Exhibit A and Exhibit B. Any modifications to Exhibit A and Exhibit B, 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 C - Special Conditions, Facility Rules and Regulations, and Security Procedures for Users**. 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. (See **Exhibit D** for detailed procedures for access to the Site.) Licensor further grants Licensee a right of access to the areas where Licensee's connecting equipment is located for the purposes of installing, operating, maintaining, and repairing same. Only authorized engineers, employees, contractors, technicians, third-party installers, subcontractors, and agents of Licensee or the FCC, or persons under Licensee's direct supervision, will be permitted to enter the Site, and then only for the purposes of installing, operating, removing, servicing, repairing, inspecting, or maintaining Licensee's equipment.
11. **TERM, RENEWAL, AND TERMINATION** – This License runs for a period of five years from the effective date, unless extended or terminated as provided herein.

The License is renewable for 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 Licensor: (i) in the event the actions or equipment of a third party (i.e., a party other than Licensor, Licensee, or the agents or employees of either) cause interference that results in a measurable diminution in the quality of Licensee's transmission or reception capability and that cannot be remedied after reasonable efforts to do so have been exhausted by Licensee and such third party, (ii) in the event that Licensee's FCC license is canceled or not renewed by the FCC through no fault of Licensee, or (iii) in the event that there is any unreasonable change to or denial of Licensee's access to the Site for the purposes of installing, modifying, inspecting, repairing, or removing Licensee's equipment.

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

12. **LICENSE FEE** – Licensee will pay LICENSOR \$67.00 (sixty-seven dollars) 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. Refer to **Exhibit E – License Fee Schedule**). Licensor 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 Licensor 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 Licensor, on or before December 1 of each year during the Term, any property-lease excise tax due under Title 42, Chapter 6, Article 5, Arizona Revised Statutes (A.R.S. § 42-6201, *et seq.*), as may be amended or re-numbered from time to time. Failure to pay any such taxes 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. Licensors 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** – Licensee equipment will connect to another licensee, Drug Enforcement Administration (DEA) equipment, with all utility costs paid by the DEA.
16. **INSURANCE** – Licensee must carry adequate insurance to protect the parties hereto and Licensors 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 Licensors. Licensee must deliver to Licensors 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 Licensors added as an additional insured. Licensee must furnish to Licensors 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. Licensors are 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 Licensors with current certificates of insurance evidencing that such insurance is in full force and effect, with policy endorsed to include Licensors as an additional insured, and is non-cancelable without at least thirty days' written notice to Licensors. The certificates of insurance as required herein must be presented to Licensors 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 Licensors.

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, Licensors 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 Licensors. 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, Licensors 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 Licensors 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 Licensors, 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 Licensors 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, Licensors has the unilateral right to terminate this License and to remove Licensee's equipment.

19. **INDEMNIFICATION** – Licensee will indemnify, defend, and hold Licensors 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 Licensors), 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 Licensors or its employees or agents. This indemnity survives any termination or expiration of this License.

Licensee further agrees to indemnify, hold harmless, and defend Licensors 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 Licensors), 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

FEDERAL BUREAU OF INVESTIGATION  
Attn: OTD RCU TOSS

935 Pennsylvania Ave NW  
Washington, DC 20535  
(703) 985-6252  
sbingham@fbi.gov

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

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

\_\_\_\_\_  
Date

ATTEST

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


\_\_\_\_\_  
Date

APPROVED AS TO FORM

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

\_\_\_\_\_  
Date

FEDERAL BUREAU OF INVESTIGATION

  
\_\_\_\_\_  
Authorized Officer/Signature  
Nancy J. Beck,  
Contracting Officer  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT

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

\_\_\_\_\_  
Date

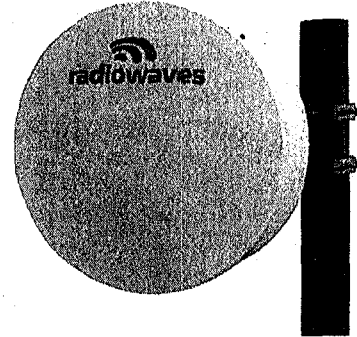
# EXHIBIT A



## HP2-7.7

0.6 M | 2 FT HIGH PERFORMANCE PARABOLIC REFLECTOR ANTENNA, SINGLE-POLARIZED, 7.125-8.5GHZ

The HP High Performance Series by RadioWaves offers a full line of high performance parabolic antennas engineered to provide ETSI class 2/3 radiation pattern performance as well as excellent gain. RadioWaves field-proven pre-assembled antennas and robust pole-mounts ensure "set and forget" installation with minimal post-installation maintenance. The included radome ensures robust and reliable performance under the most challenging conditions. If it's rugged, it must be RadioWaves!



### FEATURES AND BENEFITS

- High Performance ETSI Class 2/3\* Parabolic Antennas – Excellent performance for a wide range of applications
- Fully Preassembled at the Factory – Simplifies installation on site and guarantees "factory-tested" quality
- Warranty – Industry leading 7-year warranty

\*ETSI Class depends on frequency band

### SPECIFICATIONS

#### General

Antenna Type	High Performance Parabolic Reflector Antenna	Standard RF Connector Type	CPR112G
Size, nominal	2 ft   0.6 m	Standard RF Connector Suffix	RS (append suffix to model number)
Polarization	Single		

#### Electrical

Operating Frequency Band	7.125 - 8.5 GHz	Gain, Low Frequency	30 dBi
Half Power Beamwidth, Horizontal	4.2 degrees	Gain, Mid Frequency	30.8 dBi
Half Power Beamwidth, Vertical	4.2 degrees	Gain, High Frequency	31.6 dBi
Cross-Polarization Discrimination	30 dB	VSWR	1.37:1
Front to Back Ratio (F/B)	54 dB	Return Loss	-18.1 dB

**Mechanical**

Fine Azimuth Adjustment	+/- 10 degrees	Mechanical Configuration	HP2
Fine Elevation Adjustment	+/- 30 degrees	Axial Force (FA)	202 lbs   899 N
Mounting Pipe Diameter, Min	2 inch   5.08 cm	Side Force (FS)	100 lbs   445 N
Mounting Pipe Diameter, Max	4.5 inch   11.4 cm	Twisting Moment (MT)	194 ft-lbs   263 Nm
Net Weight	27 lbs   12.3 kg	Operating Temperature Range	-40 to +60 C
Wind Velocity Operational	90 mph   145 km/h	Max Pressure, PSIG, (if waveguide interface)	5
Wind Velocity Survival Rating	125 mph   201 km/h		

**Regulatory Compliance**

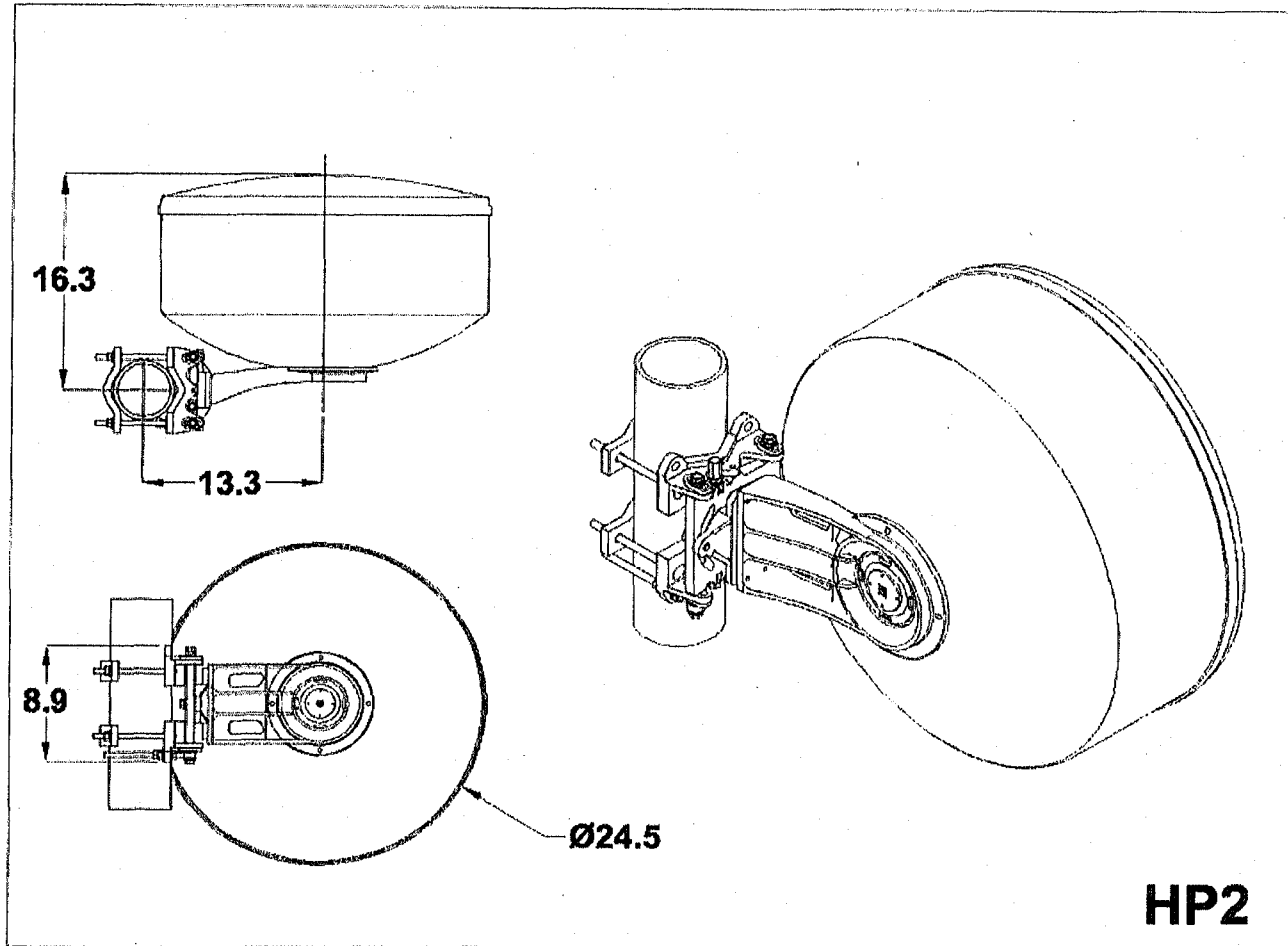
FCC	undeclared	ETSI	302217 R1 C2
Industry Canada Compliance	undeclared	RoHS-compliant	Yes

**Shipping Information**

Package Type	Cardboard	Dimensions, L x W x H	31 x 31 x 25in   79 x 79 x 64 cm
Gross Weight	48 lbs   28.7 kg	Shipping Volume	13.9 cu ft   0.39 cu m

\*Additional OEM interfaces and adapters may be available. Contact RadioWaves for a complete and current list of available adapters.

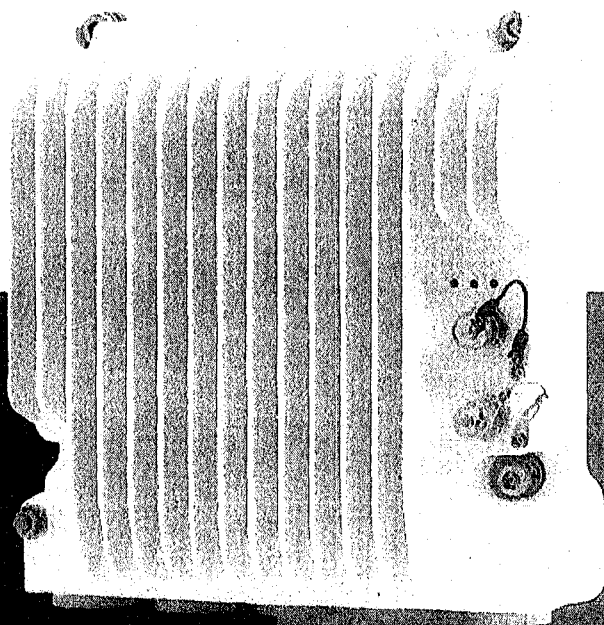
TECHNICAL DRAWINGS





# PTP 820

LICENSED ETHERNET  
MICROWAVE FOR  
MULTI-SERVICE NETWORKS



## Cambium PTP 820 Series

### A SINGLE PLATFORM SERVING ALL RADIO TRANSPORT REQUIREMENTS

**PTP 820 is a point-to-point licensed microwave backhaul platform** that integrates leading networking functionality with the industry's most advanced microwave technologies creating a superior microwave transport solution.

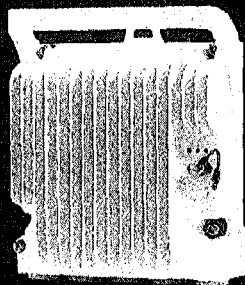
Supporting licensed frequency bands ranging from 6 to 42 GHz, the PTP 820 series delivers a wide range of configurations to offer a tailored solution for any deployment scenario. Composed of high density multi-technology nodes and integrated radio units, the PTP 820 series offers flexibility in choosing all-indoor, split-mount and all-outdoor configuration options. Exploiting unique Line of Sight (LOS) Multiple Input Multiple Output (MIMO) technology, modulation up to 2048QAM and wider channel bandwidths, ensures industry leading throughput and spectral efficiency.

The PTP 820C has dual-core functionality enabling the system to operate up to 2 Gbps via software upgrades, eliminating the need for future forklift upgrades, or major system overhaul by the network operator to deliver gigabit-plus capacity.

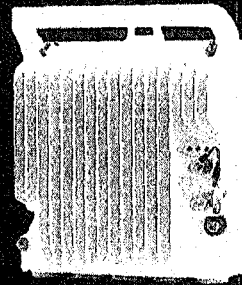
The series also offers both Synchronous Ethernet (syncE) and IEEE1588 synchronization protocols required for large ISP and MPLS networks.

Operations, Administration and Maintenance (OAM) tools coupled with a full suite of network and element management systems (NMS and EMS) simplify network provisioning and monitoring, reducing operators' total cost of ownership and enabling them to meet the most stringent service level agreements.

Combining technologies, equipment and services, PTP 820 enables network operators to meet accelerating demand for capacity cost-effectively under rapidly evolving conditions.



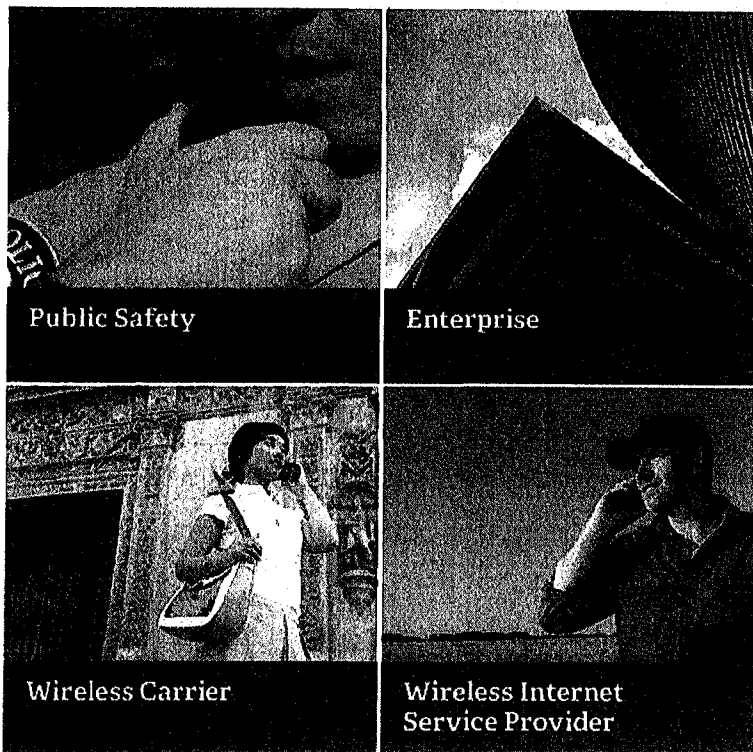
PTP 820S  
All-Outdoor



PTP 820C  
All-Outdoor / Multi-Core



PTP 820G  
Split-Mount / All-Indoor, Multi-Carrier Options



## PTP 820 Product Series Highlights

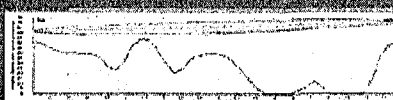
- Licensed frequency bands 6-42GHz
- Up to 2048 QAM, with 11-step hitless and errorless Adaptive Coding & Modulation (ACM) for high reliability
- Up to 80 MHz bandwidth supported
- Multi-gigabits radio capacity with high spectral efficiency
- TDM and/or packet supporting legacy services and evolution to all-packet
- Integrated Ethernet Switch, MEF Carrier Ethernet 2.0 compliant, MPLS-TP-ready
- Header De-duplication for additional capacity boost
- Intelligent service-centric management utilizing Hierarchical QoS and advanced OA&M capabilities
- Carrier-grade service resiliency (G.8032, MSTP)
- ITU-T Y.1731 Performance Management - MEF 35
- Integrated synchronization solution: Native/SyncE/IEEE 1588v2
- Lowest power consumption with adaptive green mode
- Low Latency with unique frame cut-through for latency sensitive services
- Industry leading system Gain

## LINK PLANNER

LINKPlanner is a free, easy-to-use link design tool that allows network operators to easily and quickly design networks. Microsoft® Windows® and Intel®-based Mac® versions of LINKPlanner can be downloaded from Cambium Networks' support pages.

### Key LINKPlanner features:

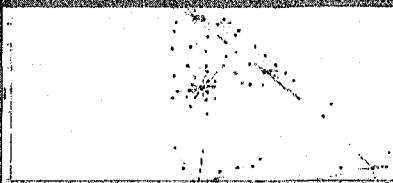
- Design a live, nine-reliable wireless link
- Plan and optimize a single link or multiple links simultaneously
- Perform calculations for both licensed and unlicensed products
- Automatically load path terrain profiles and environmental factors such as rain fade
- Display a comprehensive overview of your entire point-to-point wireless network via Google® Earth
- Generate reports that validate projected performance and serve as time-saving deployment guidelines
- Create bill of materials for point-to-multipoint and point-to-point networks including accessories



Path Profile with Obstructions



Google Earth Network Map



Map of the Sites and Links in the Project

## Technical Specifications

	PTP 820S	PTP 820C	PTP 820G
Supported Frequency	6 - 42 GHz	6 - 42 GHz	6 - 42 GHz
Role in the Network	Compact all outdoor	Compact all outdoor w/multi-core	Split Mount or all indoor, multi-carrier options
Transport Technology	All packet	All packet	Hybrid and/or all packet
TDM Interface	None	None	16 x E1/T1
Modulation	QPSK to 2048 QAM w/ACM	QPSK to 2048 QAM w/ACM	QPSK to 2048 QAM w/ACM*
Channel Size	28,56,30,40,50,60,80 MHz	28,56,30,40,50,60,80 MHz	7,14,28,56,10,20,30,40,50 MHz
Capacity (Layer 2)	605 Mbps	1.21 Gbps	486 Mbps (1+0) 972 Mbps (2+0)
Capacity with Multi-Layer Compression	833 Mbps	1.66 Gbps	833 Mbps (1+0) 1.66 Gbps (2+0)
Configuration	1+0, 1+1 HSB	1+0 to 4+0, 1+1/2+2 HSB, 1+0 E/W	1+0 to 2+0, 1+1 HSB, 1+0 E/W
LOS MIMO	No	Yes, 4x4 or 2x2	No
XPIC	No	Yes	Yes
Ethernet Interface	1 x 10/100/1000Base-T and 2x1000base-X or 10/100/1000Base-T	1 x 10/100/1000Base-T and 1x1000base-X or 10/100/1000Base-T	4 x 10/100/1000Base-T and 2x1000base-X
Management Interface	1 x 10/100 Base-T	1 x 10/100 Base-T	1 x 10/100 Base-T
External Alarm	None	None	1 x DB9
Dimensions (HxWxD - mm)	230 x 233 x 98	230 x 233 x 98	IDU: 44 x 426 x 180 RFU-C: 200 x 200 x 85 RFU-A: 44 x 443 x 421
Environmental	-33C to +55C (-45C to +60C extended)	-33C to +55C (-45C to +60C extended)	IDU: -5C to +55C (-25C to +65C extended) RFU-C: -33C to +55C (-45C to +60C extended) RFU-A: -5C to +45C
Power Input	-48 VDC	-48 VDC	-48 VDC
PoE Injector Power Input	-48 VDC or +24 VDC	-48 VDC or +24 VDC	N/A
Maximum Power Consumption	32 W	Multi-Core Operation: 6 GHz: 70W 7-11 GHz: 65W 13-42 GHz: 55W	IDU Eth-only: 26 W plus 16 E1/DS1: +11W RFU-C: 6-26GHz, 1+0 22W, 1+1, 39W 28-38GHz, 1+0 26W, 1+1 43W RFU-A: 77 Watts

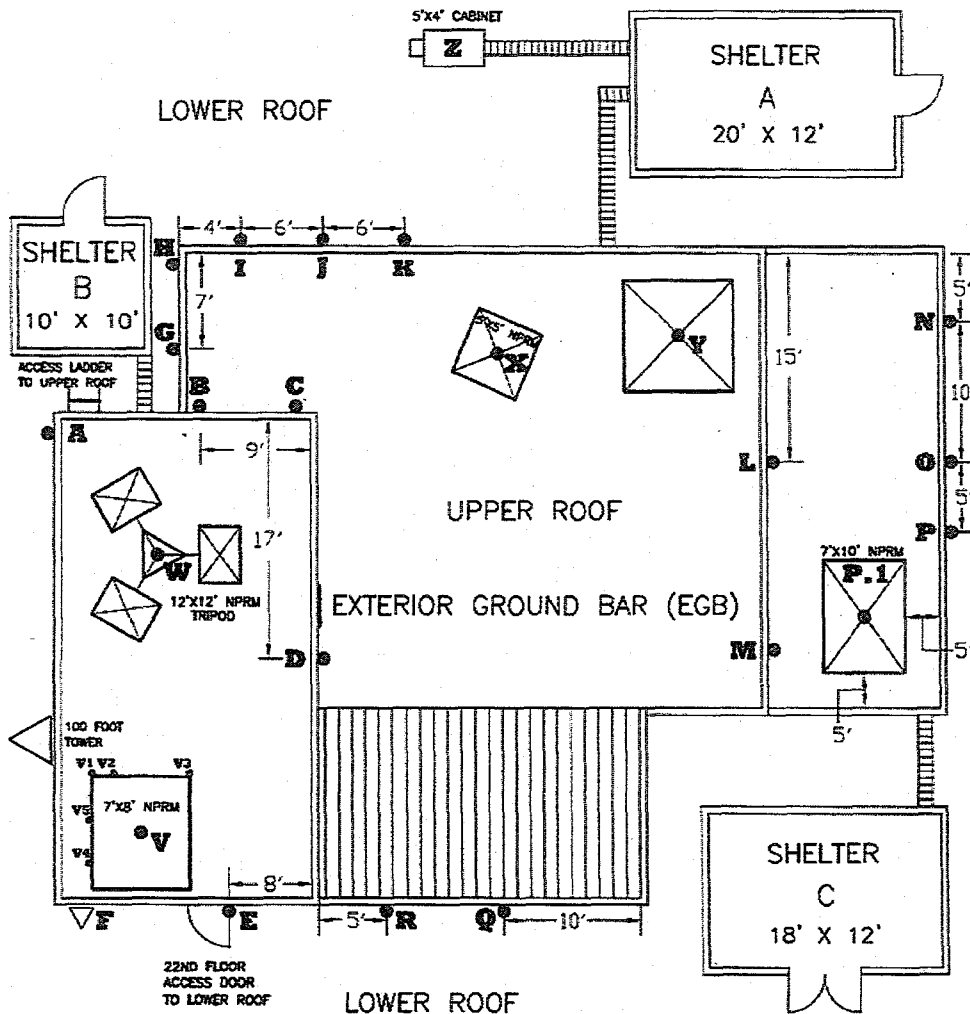
Additional bandwidth and configurations will be made available. Please contact Cambium Networks.



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September 2014

# EXHIBIT B



LOC.	MOUNT	TENANT-SHELTER	DESCRIPTION
A	1.5" PIPE	SPROCKET-B	2 PMP450 PANELS/AP'S
B	4" PIPE	DAKOTAPRO-B	1 PANEL W/REFLECTOR
C	2" PIPE	VACANT	
D	2" PIPE	VACANT	
E	2" PIPE	VACANT	
F	40' TOWER	VACANT	
G	2" PIPE	VACANT	
H	4" PIPE	DAKOTAPRO-B	3" DISH
I	1.5" PIPE	VACANT	
J	1.5" PIPE	OEM-A	PANEL
K	1.5" PIPE	SIMPLY BITS-C	2" DISH
L	1.5" PIPE	SPROCKET-B	2 PMP450 PANELS/AP'S
M	1.5" PIPE	DAKOTAPRO-B	2-24" DISHES
N	1.5" PIPE	SIMPLY BITS-C	1-2" DISH & 1-PANEL
O	1.5" PIPE	VACANT	
P	1.5" PIPE	OEM-A	PANEL
P.1	7" PIPE	DEA-A	4" DISH
Q	1.5" PIPE	OEM-A	PANEL
R	1.5" PIPE	VACANT	
V	7" PIPE	DAKOTAPRO-B	SLED W/4 PIPE MOUNTS
V1	2.5" PIPE	DAKOTAPRO-B	3 PANELS W/REFLECTOR
V2	2.5" PIPE	DAKOTAPRO-B	24" DISH
V3	2.5" PIPE	DAKOTAPRO-B	3 PANELS W/REFLECTOR
V4	4" PIPE	DAKOTAPRO-B	4" DISH
V5	4" PIPE	DAKOTAPRO-B	24" DISH
W1	2" PIPE	SIMPLY BITS-C	FIBERAIR 2" DISH
W2	2" PIPE	FBI	RADIOWAVES 2" DISH
X	2" PIPE	VACANT	
Y	2" PIPE	SPROCKET-B	3" DISH & 2 PMP450 PANELS/AP'S
Z	CABINET	VACANT	

(REV 3)

## GENERAL NOTES:

1. CABLES SHALL FOLLOW CABLE PATH AND BE RUN ON BLOCKS WITH RUBBER INSULATION. CABLE 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 SURGE SUPPRESSORS SHALL BE BONDED TO THE SHELTER EGB.
6. COORDINATE WITH COUNTY ENGINEER FOR USE OF EXISTING CABLE PATH.

## SYMBOLS:

NPRM NON-PENETRATING ROOF MOUNT



FIMA COUNTY FIRE & RESCUE		33 N. STONE ROOFTOP AND FBI - MAST W	
DESIGNED BY: JH	DATE: 11/11/2023	PROJECT NO: 22ND FLOOR	REV: 3
CHECKED BY: JH	DATE: 11/11/2023	REV: 3	REV: 3
APPROVED BY: JH	DATE: 11/11/2023	REV: 3	REV: 3

REV	DESCRIPTION
1	11-07-2023 REV 1
2	08-25-2024 REV 2 ADD LOC'S A & L
3	10-18-2024 REV 3 SIMPLY BITS UPGRADE ADD LOC'S J & K
4	03-28-25 REV 4 SIMPLY BITS AND PANEL LOCATION H
5	11-11-23 REV 5 OEM PANEL AND PANELS LOC'S J & P & Q
6	08-23-25 REV 6 DEA AND DEH LOC'S P.1
7	08-23-25 REV 7 ADD SPROCKET AND SPROCKET LOC'S A & L
8	08-23-25 REV 8 ADD SPROCKET LOC'S A & L
9	08-23-25 REV 9 ADD FB

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

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

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

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

Additional interference and isolation specifications may be required on a case-by-case basis as determined by Licensor at any time. All cavities are to be ¼ 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 D**  
**PROCEDURES FOR ACCESS TO PIMA COUNTY ROOFTOP FACILITIES**  
**33 N. STONE ROOFTOP COMMUNICATION SITE**

Access to the Licensor's rooftop communication sites by Licensees is restricted and will only be permitted for authorized purposes by authorized personnel. Prior to requesting access the Licensee must submit to the Licensor the Licensee point of contact to be used for any administrative communications, and Licensee personnel who are approved by the Licensee to access its equipment.

- Licensees will not be permitted to access the Licensor's communications site unless the Procedure for Documenting Administrative and Access Personnel described below is completed. All steps must be strictly followed, including the email notification of time of departure.
- If the Licensee submits a name that is not on the Authorized Access List, the Licensor will deny access to that person. It is the responsibility of the Licensee to exercise due diligence in maintaining a current Authorized Access List with the Licensor.
- Licensee shall NOT "escort" any personnel into Pima County Rooftop facilities who are not documented on their Authorized Access List.
- Access requests submitted via telephone will not be accepted.
- Failure to adhere to any part of the applicable access procedure described below will result in a denial of access by the Licensor.
- Licensor may terminate the lease of any Licensee found to be utilizing the Emergency Access process to bypass the General Maintenance Access process when no emergency exists.
- After-hours access will be policed. If a Licensee is found to have admitted personnel who have not been approved for access, the Licensor may terminate the lease.

The following four procedures are described below:

1. Documenting Administrative and Access Personnel.
2. General Maintenance Weekdays (8:00 a.m. – 5:00 p.m.) - Requires a 24 hour advance notice.
3. General Maintenance After Hours (Weeknights, Weekends, and Holidays) - Requires a 24 hour advance notice.
4. Emergency Access (Weekdays, Weeknights, Weekends, and Holidays) - This process is for true emergencies.

**Procedure for Documenting Administrative and Access Personnel:**

1. Licensee provides names of Administrative Primary and Secondary Points of Contact to Licensor. This must include the following information items:
  - a. Contact name
  - b. Desk phone number
  - c. Cell phone number
  - d. Email address
2. Licensee provides an approved access list of all approved personnel (including contractors) authorized to access the communications site. Licensees must notify

the Licensor immediately if personnel are added or deleted. This list shall include the following:

- a. Personnel's name.
- b. Personnel's cell phone number
3. Licensee submits the above information to [rooftops@pima.gov](mailto:rooftops@pima.gov).
4. Licensor documents the above information in the Authorized Access List for use in access approval.

**Procedure for General Maintenance Access - Weekdays (8:00 a.m. – 5:00 p.m.):**

1. Licensee submits the communications site access request a minimum of 24 hours in advance, via email to [rooftops@pima.gov](mailto:rooftops@pima.gov) with the following information items:
  - a. Company name.
  - b. Communications Site address being accessed.
  - c. Date of access including arrival time and planned departure time.
  - d. Contact person and cell phone number.
  - e. Name(s) and cell phone numbers of approved access personnel performing work.
  - f. Type of maintenance work to be performed.
2. If any of the information items a – f above are not provided, the ITD NOC will reply requesting the information. NOTE: This may result in a delay of scheduling access.
3. ITD NOC verifies personnel against the Authorized Access List. If personnel are listed that are not on Authorized Access List, NOC replies notifying the Licensee that the individual(s) will not be allowed access until a written request to is received from the Licensee Administrative Primary Point of Contact.
4. ITD NOC schedules a calendar appointment with Pima County Facilities Management (FM), subject line stating "General Maintenance Access", to include information items a – f, and contact person.
5. Licensee personnel proceed to the lobby at scheduled date/time. Upon arrival, all Licensee personnel must present picture identification and company identification to FM personnel. Any personnel not listed on the calendar appointment will be denied access.
6. Upon completing work, Licensee personnel must notify the Licensor via email to [rooftops@pima.gov](mailto:rooftops@pima.gov) of departure time from the Licensor's communications site.
7. If Licensee personnel depart the Licensor's communications site at any time during access, Licensee personnel must notify the Licensor via email to [rooftops@pima.gov](mailto:rooftops@pima.gov) listing the purpose of departure, and scheduled return time.
8. If the Licensee personnel cannot complete the work within Business Hours, the Licensee personnel must notify the Licensor via email to [rooftops@pima.gov](mailto:rooftops@pima.gov), detailing all pertinent information related to the access time extension, and perform the Procedure for Emergency Access – Weekdays, Weeknights, Weekends, and Holidays process described below.

**Procedure for General Maintenance After Hours Access – Weeknights, Weekends, and Holidays:**

1. Licensee submits the communications site access request a minimum of 24 hours in advance, via email to [rooftops@pima.gov](mailto:rooftops@pima.gov) with the following information items:
  - a. Company name.
  - b. Communications site address being accessed.

- c. Date of access including arrival time and planned departure time.
  - d. Contact person and cell phone number.
  - e. Name(s) and cell phone numbers of approved access personnel performing work.
  - f. Description of maintenance work to be performed.
2. If any of the information items a – f above are not provided, the ITD NOC will reply requesting the information. NOTE: This may result in a delay of scheduling access.
  3. ITD NOC verifies personnel against the Authorized Access List. If personnel are listed that are not on Authorized Access List, NOC replies notifying the Licensee that the individual(s) will not be allowed access until a written request to is received from the Licensee Administrative Primary Point of Contact.
  4. ITD NOC schedules a calendar appointment with FM, subject line stating "General Maintenance After Hours Access", to include information items a – f, and contact person.
  5. Licensee personnel proceed to the Central Plant at scheduled time. Upon arrival, Licensee personnel must present picture identification and company identification to FM personnel. Any personnel not listed on the calendar appointment will be denied access.
  6. Licensee personnel are issued badge and shelter key.
  7. If Licensee personnel depart the Licensors communications site at any time during access, Licensee personnel must notify the Licensors via email to rooftops@pima.gov listing the purpose of departure, and scheduled return time, and return the badge and shelter key to the Central Plant. These items can be checked back out upon return.
  8. Upon completing work, Licensee personnel returns badge and key to Central Plant.
  9. After returning badge and key to Central Plant, Licensee personnel must notify the Licensors via email to rooftops@pima.gov of departure time from the Licensors communications site.
  10. NOC personnel update calendar appointment to document time Licensee personnel have departed Licensors communications site.

**Procedure for Emergency Access – Weekdays, Weeknights, Weekends, and Holidays:**

1. Licensee submits the emergency communications site access request via email a minimum of 2 hours in advance to rooftops@pima.gov with the following information items:
  - a. Company name.
  - b. Communications Site address being accessed.
  - c. Date of access including arrival time and planned departure time.
  - d. Contact person and cell phone number.
  - e. Name(s) and cell phone numbers of approved access personnel performing work.
  - f. Description of the emergency and work to be performed
2. If any of the information items a – f above are not provided, the ITD NOC will reply requesting the information. NOTE: This may result in a delay of scheduling access.
3. ITD NOC verifies personnel against the Authorized Access List. If personnel are listed that are not on Authorized Access List, NOC replies notifying the Licensee

that the individual(s) will not be allowed access until a written request to is received from the Licensee Administrative Primary Point of Contact.

4. ITD NOC schedules a calendar appointment with FM, subject line stating "Emergency Access", to include information items a – f, contact person, FM physical plant contact person (if applicable), and shelter number (if applicable).
5. Licensee personnel proceed to the Central Plant. Upon arrival, Licensee personnel must present picture identification and company identification to FM personnel. Any personnel not listed on the calendar appointment will be denied access.
6. Licensee personnel are issued badge and shelter key.
7. If Licensee personnel depart the Licensor's communications site at any time during access, Licensee personnel must notify the Licensor via email to rooftops@pima.gov listing the purpose of departure, and scheduled return time, and return the badge and shelter key to the Central Plant. These items can be checked back out upon return.
8. Licensee personnel completes work and returns badge and key to Central Plant.
9. After returning badge and key to Central Plant, Licensee personnel must notify the Licensor via email to rooftops@pima.gov of departure time from the Licensor's communications site.
10. NOC personnel update calendar appointment to document time Licensee personnel have departed Licensor's communications site.

## EXHIBIT E LICENSE FEE SCHEDULE

Site ID	Location	Type	Monthly Fee
33 N Stone Rooftop	33 N. Stone Avenue Tucson, AZ 85701	Antennas	*\$67.00

**TOTAL MONTHLY**                      **\$67.00**

### MONTHLY PAYMENTS DUE

First Year	\$804.00	
Second Year	\$844.20	(\$804.00 plus 5%)
Third Year	\$886.41	(\$844.20 plus 5%)
Fourth Year	\$930.73	(\$886.41 plus 5%)
Fifth Year	\$977.27	(\$930.73 plus 5%)

### \* Rooftop Antenna Fee Monthly Charge:

(1) Radiowaves HP2-7.7 2' Dish                      =              \$67.00 / Month

**FIVE-YEAR TERM TOTAL                      =              \$4,442.61**

**STANDARD FBI ANTENNA SITE**  
**AGREEMENT RIDER**

This rider is hereby incorporated as part of a certain Agreement entered between Pima County, (Licensor) and the Federal Bureau of Investigation (FBI) (Licensee) for use of said Premises 33 North Shore (site name) located at 33 North Stone Ave. Tucson AZ, 85701 (Rooftop)(site address).

**NOTE: THE TERMS AND CONDITIONS OF THIS RIDER**  
**SHALL GOVERN OVER THE TERMS AND CONDITIONS**  
**OF SAID AGREEMENT.**

This Agreement shall be a license, not a lease.

The initial term of this Agreement shall run from Upon date of equipment installation to September 30, 2018 (base year). Licensee may extend the term of the Agreement for nineteen additional one-year option periods. Each option year shall run from October 1 until September 30 so as to conform to the Government's fiscal year. In addition, Licensee shall exercise such options by giving the Licensor a written notice of intent to renew at least 60 days before the Agreement expires on September 30.

The itemized rental fees shall include the cost of electricity for the Licensee's Improvements. Payments shall be made payable monthly in arrears and shall commence on the date of installation of equipment unless another date is agreed to in writing. Licensee shall be liable for late payments in accordance with the terms and provisions of the FAR 52.232-25 Prompt Payment. (late payment interest penalties are computed in accordance with the Office of Management and Budget prompt payment regulations at Title 5 CFR 1315). Payment will be made by Electronic Funds Transfer Other Than Central Contractor Registration in accordance with FAR Clause 52.232-34.

Renewal of this Agreement for each successive year shall be on the same terms and conditions as set forth herein except that rent shall be increased by 5% over the rent paid during the preceding term for each renewal period. For convenience, the total of all itemized antennas and floor spaces are calculated cumulatively below for each federal fiscal year. This annual MRC is contingent upon the number of antennas and floors spaces remaining in use during the applicable option year...

Base Year	Option Year 1	\$67.00/ Month		FY2028	Option Year 11	\$109.14/ Month
FY2019	Option Year 2	\$70.35/ Month		FY2029	Option Year 12	\$114.60/ Month
FY2020	Option Year 3	\$73.87/ Month		FY2030	Option Year 13	\$120.33/ Month
FY2021	Option Year 4	\$77.56/ Month		FY2031	Option Year 14	\$126.35/ Month
FY2022	Option Year 5	\$81.44/ Month		FY2032	Option Year 15	\$132.67/ Month
FY2023	Option Year 6	\$85.51/ Month		FY2033	Option Year 16	\$139.30/ Month
FY2024	Option Year 7	\$89.79/ Month		FY2034	Option Year 17	\$146.27/ Month
FY2025	Option Year 8	\$94.28/ Month		FY2035	Option Year 18	\$153.58/ Month
FY2026	Option Year 9	\$98.99/ Month		FY2036	Option Year 19	\$161.26/ Month
FY2027	Option Year 10	\$103.94/ Month		FY2037	Option Year 20	\$169.32/ Month

The FBI, Department of Justice, is an agency of the United States Government and is self-insured. Licensee is not required to obtain insurance under this agreement.

For Rooftop installations, Licensee acknowledges that Licensor may decide, in its sole discretion, from time to time, to make repairs to the roof of the building on the Property or to replace all or part of the roof of the building on the Property. If Licensor elects to make roof repairs, Licensee will, upon Licensor's request, and at Licensor's cost, temporarily remove or relocate Licensor's rooftop Improvements so that the roof repairs may be completed.

Licensor shall have the right to change the location of the Improvements (including relocation of Improvements on the tower to an elevation occupied by other site users) upon sixty (60) days written notice to Licensee, provided that said change does not, when complete, materially

DCH /   
Licensor Licensee

alter the signal pattern of the Improvements existing prior to the change. Any such relocation shall be performed at Licensor's expense and with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to this Agreement. Licensor, at Licensor's sole cost and expense, shall maintain the Premises (excluding Licensee's Improvements) and the access to the Premises in good order and repair. Licensor shall, at Licensor's sole expense, provide for interior maintenance and repairs of the property, as applicable, in accordance with generally accepted good practices. Damage resulting from the acts or omissions of Licensee shall be repaired by Licensee at the Licensee's sole cost and expense. The costs of any maintenance and operations of the Licensee's Improvements, unless otherwise provided herein, shall be at the sole expense of Licensee.

All transactions arising hereunder shall be governed and interpreted in accordance with federal law, and to the extent relevant thereunder, in accordance with the laws of the state in which the communications site is located.

All Federal government frequencies are authorized by the Department of Commerce (DOC) and are exempt from disclosure under the Freedom of Information Act. Frequencies cannot be posted at communications sites. Copies of DOC frequency authorizations can be provided to communications site owners or managers upon request.

The monthly fees provided for herein shall be due and payable by Licensee in arrears.

In compliance with the Debt Collection Improvement Act of 1996, all Federal payments will be made by electronic funds transfer (EFT).

Any interest liability for late payments shall be computed and assessed in accordance with the terms and provisions embodied in the Prompt Payment Act and Federal Acquisition Regulation 52.232-25.

Extension of this Agreement beyond the base year and subsequent option years is contingent upon Congressional approval of the funding needed to cover this agreement.

Licensee, as an agency of the United States Government, is self-insured and is not required to obtain other insurance under this Agreement.

Pursuant to the terms and conditions of the Federal Tort Claims Act (Title 28 U.S.C., Sections 1346(b), 2671-2680), Licensee has financial responsibility for claims for personal or property damage, including death, arising out of the acts, omissions, or negligence of the Licensee, or its employees acting within the scope of their employment in relation to this Agreement. Claims for tort damages shall be submitted and adjudicated in accordance with the procedures of the Federal Tort Claims Act and applicable Federal law. Additionally, in the event an FBI employee conducting official business related to its activities under this Agreement is injured, the FBI agrees to process and forward claims for employee compensation to the United States Department of Labor (USDOL) pursuant to the Federal Workman's Compensation statutes (Title 5, U.S.C., Section 8108, et. Seq.) and pertinent regulations promulgated by the USDOL. The parties will cooperate to ensure that all claims subject to these authorities are promptly addressed and resolved.

Subject to the foregoing, and to the extent that Licensee is otherwise required under this Agreement to indemnify, hold harmless, defend, or to pay or assume any cost or liability of any other party or person (collectively, "indemnify"), the FBI's total liability under all such provisions in the Agreement, including reasonable attorney's fees and costs for defending such claims, shall be limited to \$100,000.00. The FBI is not required to defend any party or person under this Agreement. In addition, no obligation to indemnify Licensor in the Agreement shall be enforceable with respect to any claim or injury arising from the negligence or willful misconduct of the Licensor or its employees, agents, or others acting on its behalf.

Disputes under this Agreement shall be resolved in accordance with the FAR 52.233-1, 41 USC 601-613 Disputes and Appeals. Except as otherwise provided in this Agreement, neither party shall be liable to the other for any claim that either may have against the other with respect to the recovery of any incidental, consequential, indirect, special, punitive, or exemplary damages.

Licensor or Licensee may cancel this agreement, at any time and without penalty by providing (3) months' written advance notice to the other party of its termination.

Each of the parties executing this Agreement on behalf of the Licensor and Licensee represents and warrants that such party (i) is a duly authorized representative, (ii) has full right and authority to enter into this Agreement, and (iii) that any person signing on behalf of such party is authorized to do so. Upon either party's request, the other party shall provide evidence reasonably satisfactory to the requesting party confirming the foregoing warranties. This Agreement and attachments contain the entire Agreement between the parties regarding the tower and the property for the Licensor's operations. This Agreement shall extend to and bind the heirs, executors, administrators, successors, and assignees of the parties hereto.



FBI Division: Phoenix  
Site Name: 33 North Stone  
Licensee Site No.: PX-071  
Agreement Exp. Date: September 30, 2037

LICENSOR: Pima County Department of Information Technology

BY: Daniel Chant DATE: 3/28/19

LICENSEE: FEDERAL BUREAU OF INVESTIGATION

BY: Nancy J Beck DATE: 9/6/18

**Licensor POC**

Name: County Administrator  
Address: Pima County Information Technology  
Department 150 W. Congress St., Sixth floor  
Tucson, Arizona 85701  
Phone: (520) 724-7100  
Email: county.administrator@pima.gov

**Licensee Contract Administration POC**

Name: OTD RCU TOSS  
Address: Federal Bureau of Investigation ERF Bldg. 27985A  
Quantico Virginia 22135

Phone: (703)985-6252  
Email: sbingham@fbi.gov POC: Samantha Bingham

**Licensee Local Point of Contact**

Telecommunications Manager: Richard Stoddard  
Address: Federal Bureau of Investigation 21711 North 7th Street  
Phoenix Arizona 85024  
Phone: (623) 466-1045  
Email: rrstoddard@fbi.gov

The federal government has created the System for Award Management (SAM.gov) <https://www.sam.gov/portal/public/SAM/> This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in sam.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in sam.gov. The banking information that the vendor enters into sam.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor to ensure that the FBI has the DUNS which has the current banking account information which the Licensor desires the FBI to direct payments to. The Licensor is required to keep the sam.gov registration up-to-date and to ensure the banking information is correct. If the Licensor does not register in sam.gov, it is necessary for the Licensor to provide the Routing and Account number below

**PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER**

Tax Identification Number \_\_\_\_\_

Licensor DUNS Number (mandatory) \_\_\_\_\_

**FINANCIAL INSTITUTION INFORMATION**

9-Digit Routing Number \_\_\_\_\_

Depositor Account Number \_\_\_\_\_