



Cochise County Board of Supervisors

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LETTER OF TRANSMITTAL

Date: June 12, 2018

To: Emergency Services

From: Melissa Belasco / BOS

Regarding: Approve agreement between Cochise County and the Cochise Amateur Radio Association (CARA) to place communications equipment on radio towers on Mule Mountain, Bernardino Peak, and Dos Cabezas, effective for one year with automatic annual renewals for up to 10 years.

For your:

- FYI / Use
- Record Documents Attached and Return to the BOS
- Signature / Return to the BOS
- Obtain Signatures and Return Fully Executed Original to the BOS

Comments:

**LICENSE FOR COCHISE AMATEUR RADIO ASSOCIATION, INC. TO PLACE
COMMUNICATION EQUIPMENT AND OPERATE EMERGENCY SERVICES
COMMUNICATIONS ON COCHISE COUNTY'S MICROWAVE TOWERS ON MULE
MOUNTAIN, BERNARDINO PEAK AND DOS CABEZAS**

This Agreement ("**Agreement**") is entered into between **Cochise Amateur Radio Association, Inc.**, a nonprofit corporation organized under the laws of the State of Arizona ("**CARA**" or "**Licensee**"), whose principal address is P.O. Box 1855, Sierra Vista, AZ 85636-1855, and **Cochise County**, a political subdivision of the State of Arizona, whose address is 1415 W. Melody Lane, Bisbee, Arizona 85603 ("**County**" or "**Licensor**") (collectively, the "**Parties**").

1. Recitals.

A. The County owns and operates a communications towers located on Mule Mountain, Bernardino Peak and Dos Cabeza (the "**Towers**").

B. CARA, the representative for the Radio Amateur Civil Emergency Service, has for over 30 years, at no expense to the County, provided critical communications support to the County during emergency situations, including support for the Search and Rescue unit of the Cochise County Sheriff's Office ("**CCSO**") and the Office of Emergency Management ("**OEM**").

C. CARA has also provided valuable communications support to local public safety entities throughout the County.

D. CARA desires and intends to continue to providing emergency communications support to the County and local public safety officers throughout the County.

E. CARA desires to license a portion of the Towers and the real property on which it stands (collectively the "**Property**") from the County for the purpose of providing emergency communications support to the County and local public safety officers on the terms and conditions set forth in this Agreement.

F. The County desires and intends to have CARA continue to provide emergency communications support to the County and local public safety officers throughout the County, and desires to license a portion of the Towers to CARA on the terms and conditions set forth in this Agreement.

G. It is mutually beneficial to the County and CARA for CARA to have use of communications shelters, rack space and tower space for associated radio equipment and antennas at the Towers.

Now, therefor, in consideration of the mutual covenants hereinafter set forth, the parties hereby agree as follows:

2. Agreement to License the Towers.

A. Use of Towers. The County hereby grants the Licensee the right to install, maintain, and operate, at Licensee's sole cost and expense, communications shelters, including rack space and tower space, for CARA's associated radio equipment and antennas at the County Towers for the purpose of operating amateur radio repeaters.

B. Placement and Maintenance of Equipment on Towers. CARA shall place equipment on the Towers communications shelters, and antennas on the Towers in the location specified by the County. CARA agrees to comply with all County administrative and technical equipment specifications for the Towers and at no cost to the County maintain all equipment allowed under this Agreement in accordance with manufacturer's specifications, as well as on a non-interfering basis with any County or other user-owned communications equipment co-located at the Towers. CARA agrees to the County's inspections of any of its equipment at any of the Towers at any time.

C. FCC Licenses for Equipment Located at Towers. CARA shall maintain current and up-to-date Federal Communications Commission ("FCC") licenses for all equipment located within the County Towers. Additionally, CARA shall maintain positive control over the repeater stations per FCC Rules and Regulations.

D. Licensee's Access to Towers. Licensee will have 24/7/365 access to the Towers. However, Licensee must provide notice of Towers entry/access to the County at least 24 hours before Licensee's entry/access to the Towers. In the event of an emergency, the 24v hour notice requirement is waived, but Licensee must still notify the County of its entry/access to the Towers within a reasonable time after entry/access. Licensee's authorized technicians are the only persons allowed access to the Towers and

