

**SUPPLEMENTAL AGREEMENT NO. 1 TO INTERGOVERNMENTAL  
AGREEMENT NUMBER 101007  
BETWEEN THE CITY OF PHOENIX AND  
GILA RIVER INDIAN COMMUNITY  
FOR SHARING OF COMMUNICATIONS FACILITIES**

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Pursuant to Intergovernmental Telecommunications Facilities Sharing Agreement No. 101007 ("Sharing Agreement") entered into as of the 25<sup>th</sup> day of August, 2003, the CITY OF PHOENIX ("PHOENIX") and the GILA RIVER INDIAN COMMUNITY (the "COMMUNITY") enter into this Site-Specific Supplemental Agreement which shall be a supplement ("SUPPLEMENT NO. 1") to the Sharing Agreement.

1. SITE:

City of Phoenix South Mountain Facility located at the following coordinates: Lat. 33-20-05.1 north; Long. 112-03-34.5 west. PHOENIX, the communications site owner, grants the COMMUNITY the permission to use the existing site and tower for the installation of the radio transmitters, receivers, antennas and associated equipment identified in the paragraph titled "*Installation*" below.

All power, air conditioning, lighting, telephone facilities, et cetera, shall be provided by PHOENIX. The COMMUNITY shall be responsible for the cost for building penetrations, installation and maintenance of the COMMUNITY'S radio equipment.

PHOENIX will provide microwave services, including installation of microwave channel bank equipment, for the COMMUNITY'S use between South Mountain and the Chandler Waste Water Treatment Plant located on COMMUNITY land. The COMMUNITY is responsible for the purchase of all telecommunications equipment required to interface with the existing PHOENIX microwave equipment.

2. TOWER:

PHOENIX grants the COMMUNITY permission to mount their antennas on the building belonging to PHOENIX at the South Mountain Facility. The antennas may be moved to a new tower, yet to be constructed, if needed to provide additional coverage and if mutually agreed upon by both parties. All work performed in installing antennas shall comply with good engineering and installation practices and building codes.

3. CONSIDERATION:

In consideration of allowing the COMMUNITY access and use of the PHOENIX Tower and the subleased site at the Chandler Waste Water Treatment Plant for its antennas and appurtenances, the COMMUNITY will forego rental payments on the Sublease Agreement, Contract No. 57643, between PHOENIX, the City of Chandler, and the COMMUNITY.

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In consideration of allowing PHOENIX access and use of the Chandler Waste Water Treatment Plant, PHOENIX will forego rental payments on COMMUNITY'S use of the South Mountain Facility for its antennas and appurtenances. In the event that COMMUNITY revokes access by PHOENIX to the Chandler Waste Water Treatment Plant, then PHOENIX will impose a rental charge, at the applicable rates established by the Parks Department for South Mountain (the current rate is \$619.68, adjusted annually per the CPI), for COMMUNITY'S continued access to the South Mountain Facility. Nothing contained herein shall authorize or permit PHOENIX to assess against COMMUNITY any taxes, assessments, fees or other charges of any kind or nature, other than the rental set forth in Article 8 of the underlying Sublease.

4. TERM:

The term of this SUPPLEMENT NO. 1 shall be coterminous with Section 8 of the underlying Sharing Agreement.

5. OPTION TO EXTEND:

Upon exercise of the option to extend under the Sharing Agreement, this SUPPLEMENT NO. 1 will automatically extend contemporaneously for the additional ten year term unless either party terminates this SUPPLEMENT NO. 1 agreement per the Termination clauses contained here in. This SUPPLEMENT NO. 1 shall not extend beyond the term of the Sharing Agreement.

6. TERMINATION:

PHOENIX, as the owner of the communications facility, may terminate this SUPPLEMENT NO. 1 or use of the facility at any time by giving no less than 180 days' written notice to the COMMUNITY. The COMMUNITY not owning the communications facility may terminate this SUPPLEMENT NO. 1 at any time by giving no less than ninety (90) days' written notice to PHOENIX. Unless sooner terminated, this SUPPLEMENT NO. 1 and any extensions hereof shall automatically terminate upon termination of the Sharing Agreement.

7. INSTALLATION: (Ref Drawings:, attached)

The COMMUNITY shall occupy floor space for 4 racks of equipment in the South Mountain Facility consisting of:

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- ◆ Four (4) COMMUNITY Base Stations as follows:
  - ◆ Channel 707, Frequency 867.4000
  - ◆ Channel 729, Frequency 867.7000
  - ◆ Channel 749, Frequency 867.9500
  - ◆ Channel 765, Frequency 868.1750
- ◆ One Rack of Batteries
- ◆ D/C Rectifier equipment
- ◆ Combining and channel bank equipment.

8. FREQUENCY USE:

Frequency Licensing: As stipulated in the Sharing Agreement each agency is responsible for the proper licensing of operating frequencies utilized at this site with the Federal Communications Commission (FCC).

9. FREQUENCY PROTECTION:

PHOENIX shall be responsible for resolving interference problems generated by PHOENIX owned equipment which affect existing frequencies employed by the COMMUNITY, and shall bear the cost of such resolution.

The COMMUNITY shall be responsible for resolving interference problems generated by the COMMUNITY owned equipment, which affect existing frequencies employed by PHOENIX, and shall bear the cost of such resolution.

The COMMUNITY recognizes the mutual benefits to both the COMMUNITY and PHOENIX by converting the COMMUNITY'S system from conventional to trunking technology, and becoming a part of the PHOENIX and Mesa regional radio network. The COMMUNITY agrees to convert to trunking and link the COMMUNITY'S system to the PHOENIX-Mesa regional radio network by December 30, 2007 in accordance with the COMMUNITY'S slow growth frequency license with the FCC, subject to appropriation of adequate funding by the COMMUNITY, and the COMMUNITY agrees to use its best efforts to obtain such funding.

10. REMOVAL OF EQUIPMENT:

The COMMUNITY will remove all COMMUNITY owned facilities and equipment from PHOENIX property and return the property to its original condition upon termination of this agreement by either agency. Any cost incurred for said removal and/or restoration shall be borne solely by the COMMUNITY.

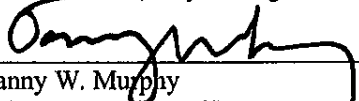
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**11. MAINTENANCE:**

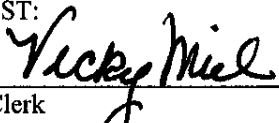
Communications equipment installed at the site shall be maintained by the owner of the equipment. PHOENIX shall provide unescorted access to the site by COMMUNITY personnel for preventive and corrective maintenance activities, but will not provide unescorted access for any contract personnel. The COMMUNITY must provide escorted access for any contractor personnel who will perform corrective or preventive maintenance on the COMMUNITY'S equipment. Preventive and corrective maintenance performed by either agency that may affect the other agency's service shall be coordinated between the agencies prior to the start of work. Service interruptions shall be kept to an absolute minimum.

This SUPPLEMENT NO. 1 shall become effective August 25, 2003.


CITY OF PHOENIX  
A municipal corporation  
Frank A. Fairbanks, City Manager

By:   
Danny W. Murphy  
Chief Information Officer

Date: 9/8/03

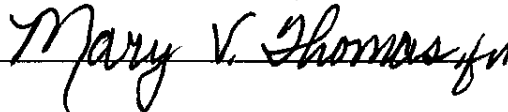
ATTEST:  
  
City Clerk

In accordance with A. R. S. Section 11-952 this Supplement No. 1 has been reviewed by the undersigned attorney who has determined that this Supplement No. 1 is in proper form and within the powers and authority granted to the City of Phoenix under the laws of the State of Arizona.

  
Acting City Attorney *RL*

Date: \_\_\_\_\_

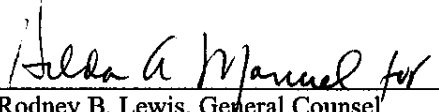
GILA RIVER INDIAN COMMUNITY  
A sovereign Indian Nation  
Honorable Richard P. Narcia, Governor



Date: 11-26-03

ATTEST:  
  
Community Council Secretary

This Agreement has been reviewed by the undersigned attorney who has determined that this Supplement No. 1 is in proper form and within the powers and authority granted to the Community under the laws of the Gila River Indian Community.

  
Rodney B. Lewis, General Counsel

Date: 11-26-03