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**SITE SPECIFIC SUPPLEMENT NO. 002
TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX No. 100501 - *SUP-002*
AND
THE CITY OF GLENDALE No. C-4551
FOR SHARING OF COMMUNICATIONS FACILITIES**

C-4551-1
04/24/2012

Pursuant to Intergovernmental Telecommunications Facilities Sharing Agreement No. 100501 and C-4551, ("Sharing Agreement") entered into as of, August 25, 2003 the CITY OF PHOENIX (Phoenix) and the CITY OF GLENDALE (Glendale) enter into this site-specific agreement which shall be Supplement No.002 (Supplement) to the Sharing Agreement. The parties are sometimes referred to jointly herein as "AGENCIES" and individually as "AGENCY."

1. SITE:

- 1.1. Pyramid Peak Water Treatment Plant, 28101 North 63rd Ave, Glendale, Arizona 85310 (Lat.33°44'14.62"N), (Long. 112°11'33.90"W). The City of Glendale, the property owner, grants Phoenix permission to use the existing property for the installation of Phoenix Fire Department VHF Receiver equipment and a Microwave shot to Phoenix's North Mountain backhaul site, and associated equipment identified in this supplement.
- 1.2. City of Glendale grants the City of Phoenix permission to occupy floor space for one 19" equipment cabinet in the existing 12' x 15' communications equipment building per the attached drawings. The City of Glendale also grants the City of Phoenix to utilize the existing 80' monopole to install a VHF antenna array and a 4' microwave dish as depicted on the attached monopole drawing. Electro-mechanical and HVAC equipment installed to service this communications equipment building shall be maintained by the City of Glendale.

2. FACILITY OWNERSHIP: The City of Glendale owns and operates this communications facility. If this agreement is ever terminated, Phoenix shall be responsible to remove all its equipment and restore the property to its pre-existing condition as agreed upon by Glendale.

3. FREQUENCY USE:

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

- 3.2. Frequency Protection:

- 3.2.1. Phoenix shall be responsible for resolving interference problems generated by new Phoenix owned equipment which may affect existing frequencies employed by Glendale, and shall bear the cost of such resolution. Phoenix will not be responsible for interference to Glendale equipment from Phoenix equipment that exists at the time any new Glendale equipment is added. Phoenix also agrees to work with Glendale to resolve any potential interference problems between their respective systems.

- 3.2.2. Glendale shall be responsible for resolving interference problems generated by new Glendale owned equipment which may affect existing frequencies employed by Phoenix, and shall bear the cost of such resolution. Glendale will not be responsible for interference to Phoenix equipment from Glendale equipment that exists at the time any new Phoenix equipment is added.
- 3.2.3. Phoenix and Glendale shall ensure that they are operating telecommunications equipment at this site in compliance with current licenses issued by the Federal Communications Commission (FCC). In the event that interference issues arise with either parties equipment and it is determined that the interfering party is in compliance with their FCC license then both parties will cooperate and work together to equitably resolve the problem per established FCC guidelines.

3.3. Frequency Assignment:

- 3.3.1. The Glendale Pyramid WTP site will become an important part of the Phoenix Fire's VHF radio system. The site will contain of the following Receiver and Microwave equipment:

VOICE CHANNELS: *(No Transmitter equipment is being installed)*

Channel <u>Number</u>	<u>Receiver Frequency</u>
Fire A1	154.1900
Fire A2	154.2500
Fire A3	154.0700
Fire A6	154.3100
Fire A9	155.6700

MICROWAVE FREQUENCIES:

Glendale Pyramid WTP to Phoenix North Mountain – 11 GHz

4. EQUIPMENT INSTALLATION: (Drawing Package attached)

- 4.1. Phoenix will install the following equipment in the communications building, (reference attached drawing package):

- 5 Daniels VHF Receivers
- 1 Harris 8T TruePoint 11Ghz Microwave Radio
- TeNSr Channel Bank Equipment
- 1 VHF Receiver Antenna Array at 70'
- One 4' Microwave Dish at 65'
- Small 48VDC Battery Plant including charging and rectifier equipment
 - Estimated Power draw of the above equipment is: 2ea 15amp circuits
 - Estimated Thermal profile for the above equipment is: 11,870 Btu's

- 5. REMOVAL OF EQUIPMENT: Phoenix will remove all Phoenix owned equipment from Glendale property and return the property to its original condition upon termination of this agreement by either agency.
- 6. MAINTENANCE: Communications equipment installed at the site shall be maintained by the owner of such equipment. Glendale shall provide reasonable 24 hr/day access to the site by Phoenix personnel for preventive and corrective maintenance activities. Preventive and corrective maintenance performed by either agency that may affect the other agency's equipment or network systems shall be coordinated between the agencies prior to the start of such work. Because this equipment supports Public Safety Operations, network service interruptions shall be kept to an absolute minimum.
- 7. TERM: The term of this SUPPLEMENT shall be coterminous with the underlying AGREEMENT.
- 8. OPTION TO EXTEND: This Supplement will automatically renew upon the renewal of the underlying Agreement, unless terminated by either party per the terms of this supplement.

9. **TERMINATION:** Glendale, as the owner of the communications facility may terminate this Supplement or use of the facility at any time by giving no less than 365 days written notice to Phoenix. Phoenix not owning the property on which the City's communications facility is located, may terminate this Supplement at any time by giving no less than ninety (90) days written notice to Glendale. Unless sooner terminated, this Supplement and any extensions hereof shall automatically terminate upon termination of the Basic Sharing Agreement.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement on the dates indicated below.

CITY OF GLENDALE, a municipal corporation

By: *Harriet Skuto for*
Title: *Assistant City Manager*
Date: *4.26.12*

APPROVED AS TO FORM:

In accordance with A.R.S. Sec. 11-952, this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City of Glendale under the laws of the State of Arizona.

 [Signature]
City Attorney

ATTEST:

 [Signature]
City Clerk

CITY OF PHOENIX, a municipal corporation
DAVID CAVAZOS, City Manager

By: *[Signature]*
Rob Sweeney
Acting Chief Information Officer
Date: *3-19-12*

APPROVED AS TO FORM:

In accordance with A.R.S. Sec. 11-952, this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City of Phoenix under the laws of the State of Arizona.

 [Signature]
Acting City Attorney
KF

ATTEST:

 [Signature]
City Clerk

