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OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
2002-0657145 06/27/02 14:42  
8 OF 24

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**CAPTION HEADING:** 98439

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**This is part of the official document.**

DPS CONTRACT NO. 2002-080  
AG CONTRACT NO. KR02-0579 TRN

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA, DEPARTMENT OF PUBLIC SAFETY  
AND  
THE CITY OF PHOENIX

98439

This Agreement is entered into this 3<sup>rd</sup> day of JUNE 2002, by and between the State of Arizona, Department of Public Safety, hereinafter referred to as "ADPS", and the City of Phoenix, hereinafter referred to as "Phoenix".

WITNESSETH

WHEREAS; the use of ADPS sites for the purpose of providing Phoenix with much needed radio coverage and the use of Phoenix sites for the purpose of providing ADPS much needed radio coverage is not presently available; the purpose of this Agreement is to fulfill the need for the establishment of modern and reliable radio communication systems for ADPS and Phoenix.

WHEREAS: this Agreement will include all ADPS and Phoenix radio sites where space and technical parameters allow non-interfering operation between existing services and any new services proposed by ADPS or Phoenix. ADPS and Phoenix will enter into Site-Specific Supplemental Agreements that will be reviewed annually and updated when needed by the ADPS Telecommunications Manager and Phoenix Wireless Services Manager, and

WHEREAS, all radio communications system components will be provided by the benefiting agency, and

WHEREAS, the cost of engineering, and maintenance of the required radio communications systems as outlined in this Agreement will be preformed by the benefiting agency, and

WHEREAS, Phoenix is authorized to enter into this Agreement by approval of the Phoenix City Council pursuant to Chapter 2, Section 2(i) of the Phoenix City Charter, and the ADPS is authorized to enter into this Agreement pursuant to ARS §41-1711 (B), ARS §41-1713 (B) (3), and ARS §11-952, et. seq.

NOW THEREFORE, in consideration of the mutual promises and undertakings of the parties hereinafter set forth, it is hereby agreed as follows:

1. For the purpose of providing needed radio services, Phoenix has need of radio communications systems located on ADPS radio sites and ADPS has need of radio communications systems located on Phoenix radio sites.

2. For each site used by the other agency, that "other" agency agrees to:
  - a. Provide maintenance for their radio communications equipment using agency personnel, or technical personnel from an outside service provider acceptable to the hosting agency. A benefiting agency or hosting agency Technician must be present when work is performed by an outside service provider inside the host's building or on the host's tower.
  - b. Contact the hosting agency Telecommunication Manager to coordinate installation or removal of equipment.
  - c. Provide current copies of FCC licenses needed to operate radio communications equipment to the host agency
  - d. Be responsible for notifying the hosting agency when entering or leaving the host agency's buildings. See ATTACHMENT 1 for contact phone numbers.
3. For each site used by the other agency, the "host" agency agrees to provide:
  - a. Engineering services, if requested, to install radio communications equipment.
  - b. Building and tower space to install the "other" agency's radio communications equipment.
  - c. Rigger services, if requested, to install and maintain the antennas and antenna feedlines.
  - d. Commercial AC power and standby AC power where available at cost. No markup of utility charges will occur, and the total due will be the net amount per billing period from all sites under this Agreement.
  - e. Contact to any users associations, and landlords (i.e., BLM, Forest Service) and submit to the "other" agency for reimbursement any additional costs to these entities caused by the "other" agencies installation of equipment.
4. Both agencies have technical staff to perform the tasks needed; however should the hosting agency be asked to perform any tasks, the "other" agency will reimburse the "host" agency for all services requested at the current labor rates then in effect.
  - a. For each hour of employee time, plus all related expenses for each class of employee engaged in the necessary services. Authorized overtime shall be reimbursed at one and one-half times the hourly rate, plus all related expenses for each class of employee engaged in the necessary services.
  - b. For all parts or supplies purchased by the "host" agency to provide requested services. This will include actual costs incurred for the purchase of all parts or supplies, plus any shipping or handling expenses charged by the vendor. Neither agency may charge any subsequent mark-up, administrative charges, or handling charges on any parts or supplies purchased to perform the above-stated services.

5. ADPS and Phoenix will compute a bill or voucher on a monthly basis for all services referenced in Paragraph Three (3) of this Agreement. The final total will be the net amount due after all site-specific costs are computed and submitted to the agency that has a balance due. The billing will be for a period of service for which it is submitted (e.g., "previous month") and will include a description of the locations where services were performed. All bills or vouchers submitted pursuant to this Agreement shall be dated and reflect the Agreement number. All final bills or vouchers will be submitted to the agency that has a balance due. That agency with the balance will prepare the necessary forms to forward payment. Each agency will establish its own budget. Bills will be submitted to the following addresses:

Phoenix

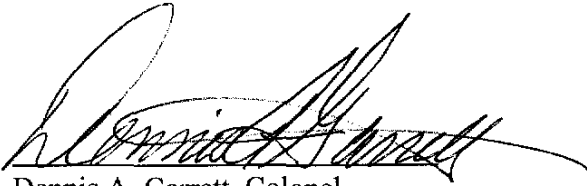
Information Technology Department  
Wireless Services  
Wireless Services Manager  
2441 S. 22<sup>nd</sup> Avenue  
Phoenix, Arizona 85009

ADPS

Arizona Department of Public Safety  
P.O. Box 6638 Mail Drop 2800  
Phoenix, Arizona 85005-6638  
ATTN: Telecommunications

6. This Agreement is valid for a period of (10) years from filing with the Arizona Secretary of State, and is automatically renewed unless canceled by either party upon written notice three hundred sixty-five (365) days prior to expiration of the Agreement. Additionally, either agency may cancel the Agreement upon written notice to the other party three hundred sixty-five (365) days prior to the effective date.
7. This Agreement shall not become effective until filed with the Secretary of State, State of Arizona.
8. This Agreement may be amended or changed only upon written agreement of both parties. Site-Specific Supplemental Agreement(s) shall be created or modified by both ADPS and Phoenix and incorporated into this Agreement upon approval.
9. Upon termination or cancellation of this Agreement, property used to provide the above-stated services which belong to ADPS or Phoenix shall, within a reasonable time period not to exceed 30 days, be removed from service, and returned to the respective owner or to a mutually-agreed-upon location.
10. All parties are hereby put on notice that this Agreement is subject to cancellation pursuant to ARS 38-511, the provisions of which are incorporated herein.
11. IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement and have executed this Agreement the day and year first written above.

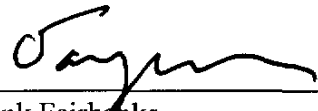
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Dennis A. Garrett, Colonel  
Director  
Arizona Department of Public Safety

APRIL 29, 2002

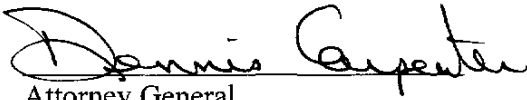
Date



Frank Fairbanks  
City Manager  
City of Phoenix, a municipal corporation  
By Danny Murphy  
Chief Information Officer

5/29/02

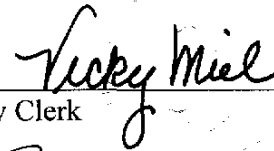
Date



Attorney General

April 26, 2002

Date

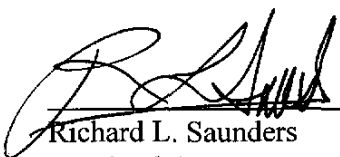


City Clerk

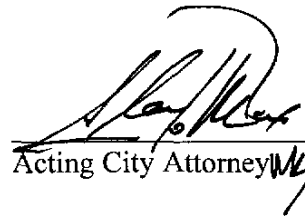
June 3, 2002

Date

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to those parties represented by the undersigned legal counsel.



Richard L. Saunders  
Legal Advisor



Acting City Attorney

ATTACHMENT 1

**ADPS contact information:**

	Telephone Number
ADPS Telecommunication Bureau Manager	(602) 223-2257
	Fax: (602) 223-2679
ADPS test center (during work hours)	(602) 223-2245
ADPS Security (after work hours)	(602) 223-2283

**Phoenix contact information:**

Phoenix Wireless Services Manager	(602) 262-6963
	Fax: (602) 495-5698
Phoenix Wireless Communications	(602) 262-4444

20020802  
AG 0579TRN

98439

SITE-SPECIFIC SUPPLEMENTAL AGREEMENT  
TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA, DEPARTMENT OF PUBLIC SAFETY  
AND  
THE CITY OF PHOENIX, INFORMATION TECHNOLOGY DEPARTMENT

ADPS Site: **South Mountain**

The host agency is ADPS and the benefiting agency is the City of Phoenix.

The City of Phoenix, at its own expense, will construct a 12' by 20' modular communications building and provide a tower mounting pad for a 180' tower. The City of Phoenix is responsible, at its own expense, for the demolition of the existing tower pad to provide room for their building. This building will house and support all communications equipment required by the City of Phoenix. Approximately 6 racks will initially be installed with potential growth for up to 5 more racks.

A separate electrical power feed with meter will be installed and the City of Phoenix will be billed directly for commercial power use. An external emergency generator and fuel tank will be installed to provide emergency power for the City of Phoenix equipment.

Phoenix, at its own expense, will provide and install a new 180' tower and will use tower space for one microwave antenna and four 800 MHz whip antennas.

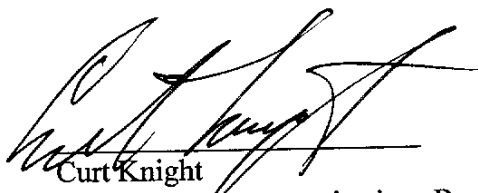
ADPS, at its own expense, will relocate their antennas from the current 140 tower to the new tower. ADPS, at its own expense, will also remove the existing 140' tower. ADPS will reimburse Phoenix \$100,000 for the purchase and installation of the new tower to cover ADPS's share for the increased capacity and future growth provided by the new tower.

Since both ADPS and Phoenix are reliant on this site for future growth, both agencies agree to coordinate all future additions to the new 180' tower.

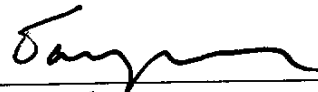
A pro rata share of the South Mountain annual User's Fees will be billed to the City of Phoenix when received.

2002057145

City of Phoenix  
A municipal corporation  
Frank Fairbanks  
City Manager


  
Curt Knight  
Manager Telecommunications Bureau

Date 5/14/02

By   
Danny Murphy  
Chief Information Officer

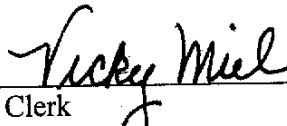
Date: 5/29/02

Attested as to form:

  
Acting City Attorney *MS*

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

Recorded:

  
City Clerk  
Date: June 3, 2003