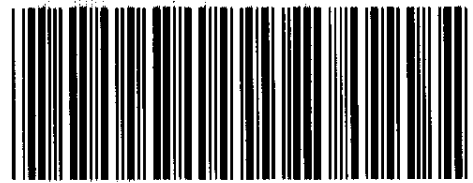


When recorded mail to:

HOLD FOR PICK UP
CITY OF PHX. ACCT. #34

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CITY OF PHX. ACCT. #34



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
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10 OF 132

GORDON

CAPTION HEADING: 90036

DO NOT REMOVE

This is part of the official document.

**INTERGOVERNMENTAL AGREEMENT NO. 90036
BETWEEN
CITY OF PHOENIX
AND
MARICOPA COUNTY
FOR SHARING OF TELECOMMUNICATIONS FACILITIES**

C-70-02-019-2

This Intergovernmental Telecommunications Facilities Sharing Agreement, (hereinafter called "AGREEMENT"), is made and entered into this 1st day of February, 2002 (the "Effective Date"), by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the State of Arizona, located at 200 W. Washington Street, Phoenix, Arizona, (hereinafter called "PHOENIX"), and Maricopa County, (hereinafter called "MARICOPA COUNTY"). The parties are sometimes referred to jointly herein as "AGENCIES" and individually as "AGENCY."

RECITALS:

- A. PHOENIX has the power to execute intergovernmental agreements pursuant to Chapter 2, Section 2(i) of the Phoenix City Charter.
- B. PHOENIX and MARICOPA COUNTY desire to share telecommunications facilities owned by each AGENCY under the conditions set forth in this AGREEMENT.
- C. PHOENIX and MARICOPA COUNTY are agreeable to permitting such use under the terms and conditions set forth in this AGREEMENT.
- D. Potential electronic sites are limited, and in order to avoid a proliferation of site developments by a number of users, it is in the public interest for both AGENCIES to share those facilities that serve the common good.

AGREEMENT:

IT IS HEREBY AGREED, by and between the parties as follows:

- 1. Facilities Reciprocal Use. The AGENCIES agree to enter into Site-Specific Supplemental Agreements to share facilities owned by and/or operated by the other. Subject to paragraph No. 6, the AGENCIES each agree to allow the other AGENCY to use its telecommunications facilities, wherever located, upon request of the other AGENCY and without a usage fee, except where the requested usage would cause substantial interference with the telecommunications operations or service of the AGENCY owning the facility, or where prohibited by this or other agreements.

2. Site-Specific Supplemental Agreement. Whenever an AGENCY desires to share telecommunications facilities owned by another AGENCY, such AGENCY shall give the other written notification specifying the site and the character of the equipment, which the requesting AGENCY desires to install at the site. If the other AGENCY accepts the request, the AGENCIES shall then enter into a Site-Specific Supplemental Agreement which shall set forth all relevant terms and conditions with respect to the site. Each of these Site-Specific Supplemental Agreements shall make reference to this AGREEMENT and become supplements to this AGREEMENT. The AGENCIES will cooperate with each other in obtaining any necessary consents or rights-of-way should the underlying ownership to the site be in a person other than one of the AGENCIES.
3. Consulting Fees. Any consulting fees incurred shall be paid by the AGENCY employing the consultant.
4. Frequency Protection. The responsibility for resolving interference problems shall be specified in the Site-Specific Supplement Agreement.
5. Use Approval Procedure. Reciprocal use by one AGENCY of another AGENCY'S telecommunications facilities shall be subject to the following conditions:
 - a. The AGENCY requesting the use of the facility shall submit a site installation plan to the owner's telecommunications section, and obtain written approval from that section prior to installation.
 - b. The AGENCY requesting use of the facility shall bear the cost of purchasing, installing and maintaining the equipment necessary to complete the installation. Such AGENCY shall establish and maintain a budget according to its own rules and regulations.
 - c. The host AGENCY (of the facility) shall take reasonable precautions to protect the other AGENCY'S equipment located at the facility, but shall not be responsible for damage to, or loss of, such equipment whether by fire, theft or otherwise unless caused by negligence of the owner of the facility.

6. Reciprocal Use, Rights, and Obligations.

- a. Each AGENCY shall have its transmitter frequencies examined by the telecommunications manager for the facility where the installation is to take place to detect any potential cause of interference at the telecommunications site. Transmitters shall employ isolators, circulators, resonant cavities and other devices to reduce interference as the state-of-the-art and good engineering practices dictate.
- b. Each AGENCY shall be responsible for obtaining and maintaining any licenses required by the Federal Communications Commission for that AGENCY'S telecommunication equipment.
- c. Private vendor(s) on contract with an AGENCY shall be escorted by an employee of the City contracting with the vendor when working at the telecommunications site.

7. Term. The term of this AGREEMENT shall be for ten (10) years, commencing on February 1, 2002, and ending on January 31, 2012 .
8. Option to Extend. This AGREEMENT may be renewed for one additional ten (10) year term under the same terms and conditions as stated in this AGREEMENT and any intervening amendments thereof. Either AGENCY shall give the other AGENCY written notice of its intention to renew this AGREEMENT at least ninety (90) days prior to the expiration of this AGREEMENT. However, neither AGENCY will be compelled to renew this AGREEMENT.
9. Termination. The AGENCY owning a telecommunication facility may terminate this AGREEMENT or the other AGENCY'S use of any facility at any time by giving no less than 365 days written notice to the other AGENCY. The AGENCY not owning a telecommunications facility may terminate this AGREEMENT or its use of the other AGENCY'S telecommunication facility at any time by giving no less that ninety (90) days written notice to the other AGENCY. Either AGENCY may terminate this AGREEMENT at any time by giving no less than 365 days written notice to the other AGENCY. In the event this AGREEMENT is terminated, all Site-Specific Supplemental Agreements will terminate automatically.
10. Removal of Equipment. Equipment shall be removed or left in place and the facility restored as specified in the Site-Specific Supplement Agreement.

11. **Hold Harmless.** Each AGENCY shall indemnify, defend and hold harmless each other AGENCY and its officers and employees from any liability, expense of damages resulting from the negligence of the AGENCY or its officers, employees, agents or contractors arising out of or in connection with this AGREEMENT.
12. **Successors and Assigns.** This AGREEMENT shall be binding upon the AGENCIES and upon their successors and assigns. An AGENCY may assign its rights or obligations under this AGREEMENT.
13. **Modification.** Any amendment or modification of this AGREEMENT shall be in writing and shall be effective only after signature of each of the AGENCIES. In the event of any conflict in the provisions of this AGREEMENT and any Site-Specific Supplemental Agreement, the provisions of the Site-Specific Supplemental Agreement shall control.
14. **Arbitration.** In the event of a dispute under the AGREEMENT, the AGENCIES agree to use arbitration to the extent required under A.R.S. § 35-1518 and A.R.S. § 12-133.
15. **Books.** To the extent required by A.R.S. § 35-214, the parties agree to retain all books, accounts, reports, files and other records relating to the AGREEMENT and to make such records available at all reasonable times for inspection and audit by the City or the Auditor General of the State of Arizona, or their agents, during the term of and for a period of 5 years after the completion of the AGREEMENT.
16. **Employment.** The personnel of either Agency will not for any purpose be considered employees or agents of the other Agency and that each Agency assumes full responsibility for the actions of its personnel while performing services under this AGREEMENT, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.
17. **Notice.** Any notice, consent or other communication ("NOTICE") required or permitted under this AGREEMENT shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for Maricopa County:
Maricopa County Communications Director
Manager
Maricopa County Wireless Systems
3324 W. Gibson Lane
Phoenix, AZ 85009
Telephone: 602-506-4751
Fax: 602-506-4753

If intended for the City of Phoenix:
Information Technology Department
Wireless Communications Manager
2441 S. 22nd Avenue
Phoenix, Arizona 85009
Telephone: (602) 262-6963
Fax: (602) 495-5698

Notice shall be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (5) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, telephone or FAX number, or the person to receive the notice, by notifying the other party as provided in this Section.

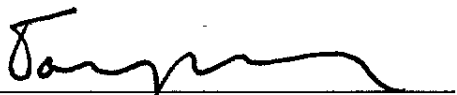
Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

18. Transactional Conflicts of Interest. Each AGENCY acknowledges that this AGREEMENT is subject to cancellation by the other pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement on the date last written below.

City of Phoenix, a municipal corporation
Frank Fairbanks, City Manager

Maricopa County

By: 
Danny W. Murphy
Chief Information Officer


By: 
Don Stapley
Chairman of the Board of Supervisors

Date: 4/17/02

Date: 4/3/02

Attest:


Attest:

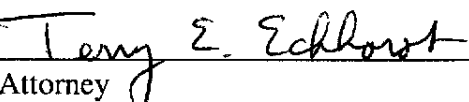
By: 
City Clerk

By: 
Clerk of the Board

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.

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 Maricopa County under the laws of the State of Arizona.

By: 
Acting City Attorney

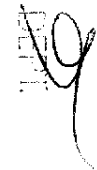
By: 
Attorney

Date: _____

Date: 3/27/02

2002 Mar 24 PM 4: 24

CITY CLERK



2002081335

**SUPPLEMENT AGREEMENT NO. 1
BETWEEN
CITY OF PHOENIX
AND
MARICOPA COUNTY
FOR SHARING OF COMMUNICATIONS FACILITIES**

0-76-02-019-2

Pursuant to Intergovernmental Telecommunications Facilities Sharing Agreement No. 90036 ("Agreement") entered into as of the 1st day of February, 2002, (the "Effective Date"), the CITY OF PHOENIX and MARICOPA COUNTY enter into this site-specific agreement which shall be Supplement No. 1 ("Supplement") to the Agreement.

SITE:

White Tanks, west facility, located at Lat. 33-34-31.2 Long. 112-34-41.6 Maricopa County, the communications site owner, grants Phoenix the permission to use the existing site and tower for the installation of the following 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 Maricopa County as required by Phoenix. Required building penetrations, cost for installation and maintenance of the city of Phoenix's radio equipment shall be borne by Phoenix.

TOWER:

Maricopa County grants Phoenix permission to occupy space on the existing tower belonging to Maricopa County at the White Tanks west facility. The attached drawing identifies all City of Phoenix antenna locations on this Tower. All work performed in installing antennas shall comply with good engineering and installation practices and building codes.

TERM:

The term of Supplement shall be coterminous with the underlying Agreement.

OPTION TO EXTEND:

Agencies shall have the option to extend this site-specific agreement for one additional ten year term under the same terms and conditions as stated in this Supplement and in the Agreement and any intervening amendments thereof. PHOENIX shall give MARICOPA COUNTY written notice of its intentions to extend the terms of this Supplement at least ninety (90) days prior to the expiration of this Supplement.

TERMINATION:

MARICOPA COUNTY, 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 communications facility may terminate this Supplement at any time by giving no less than ninety (90) days written notice to MARICOPA COUNTY. Unless sooner terminated, this Supplement and any extensions hereof shall automatically terminate upon termination of the Agreement.

INSTALLATION: (Ref Drawings:, both attached)

PHOENIX shall occupy floor space for 3 racks of equipment in the White Tanks west Facility consisting of:

- ◆ Three (3) Phoenix Fire Base Stations as follows:
 - Phoenix Fire 1, Frequency 154.190 MHz
 - Phoenix Fire 4, Frequency 154.280 MHz
 - Phoenix/Buckeye Fire Repeater, frequency 154.085 MHz
- ◆ One Phoenix Fire Darcom Base Station, frequency 952.74375 MHz
- ◆ One Phoenix Microwave Radio, frequency 6345.49 MHz
- ◆ One Phoenix Water SCADA station, frequency 952-10625 MHz
- ◆ One 10ft Microwave Antenna, two Vhf antennas and two 900Mhz antennas with associated accessories, to be installed on the existing Maricopa County tower.
- ◆ A battery plant with charging unit

REMOVAL OF EQUIPMENT:

PHOENIX shall remove its property upon termination by either agency.

FREQUENCY PROTECTION:

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

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

MAINTENANCE:

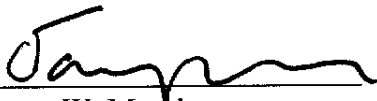
Communications equipment installed at the site shall be maintained by the owner of the equipment. MARICOPA COUNTY shall provide unescorted access to the site by PHOENIX personnel for preventive and corrective maintenance activities. Preventive and corrective maintenance performed by either agency that may affect the other agency's service shall be

coordinated between the agencies prior to the start of work. Service interruptions shall be kept to an absolute minimum.

IN WITNESS WHEREOF, the parties have executed this Supplement on the date last written below.

City of Phoenix, a municipal corporation
Frank Fairbanks, City Manager

Maricopa County

By: 
Danny W. Murphy
Chief Information Officer

By: 
Don Stapley
Chairman of the Board of Supervisors

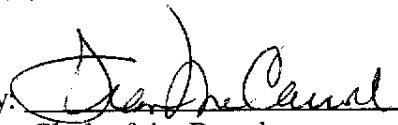
Date: 4/17/02

Date: 4/3/02

Attest:

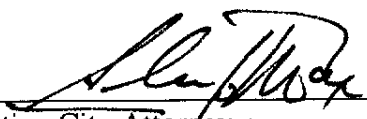
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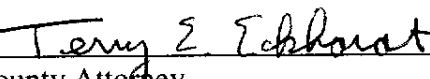
By: 
City Clerk

By: 
Clerk of the Board

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


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


Acting City Attorney


County Attorney

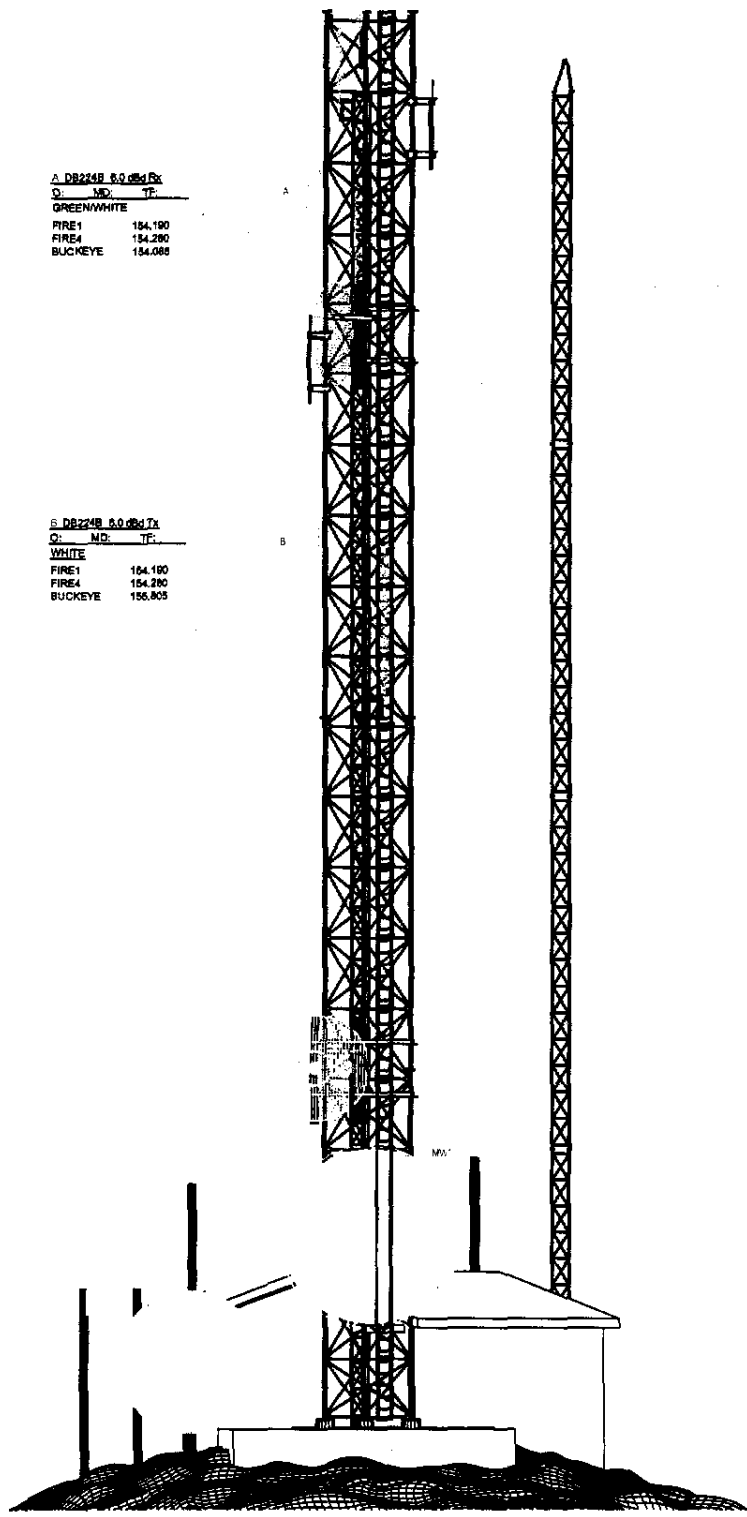
Date: _____

Date: 3/27/02

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CITY CLERK 

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 FIRE4 154.280
 BUCKEYE 154.086

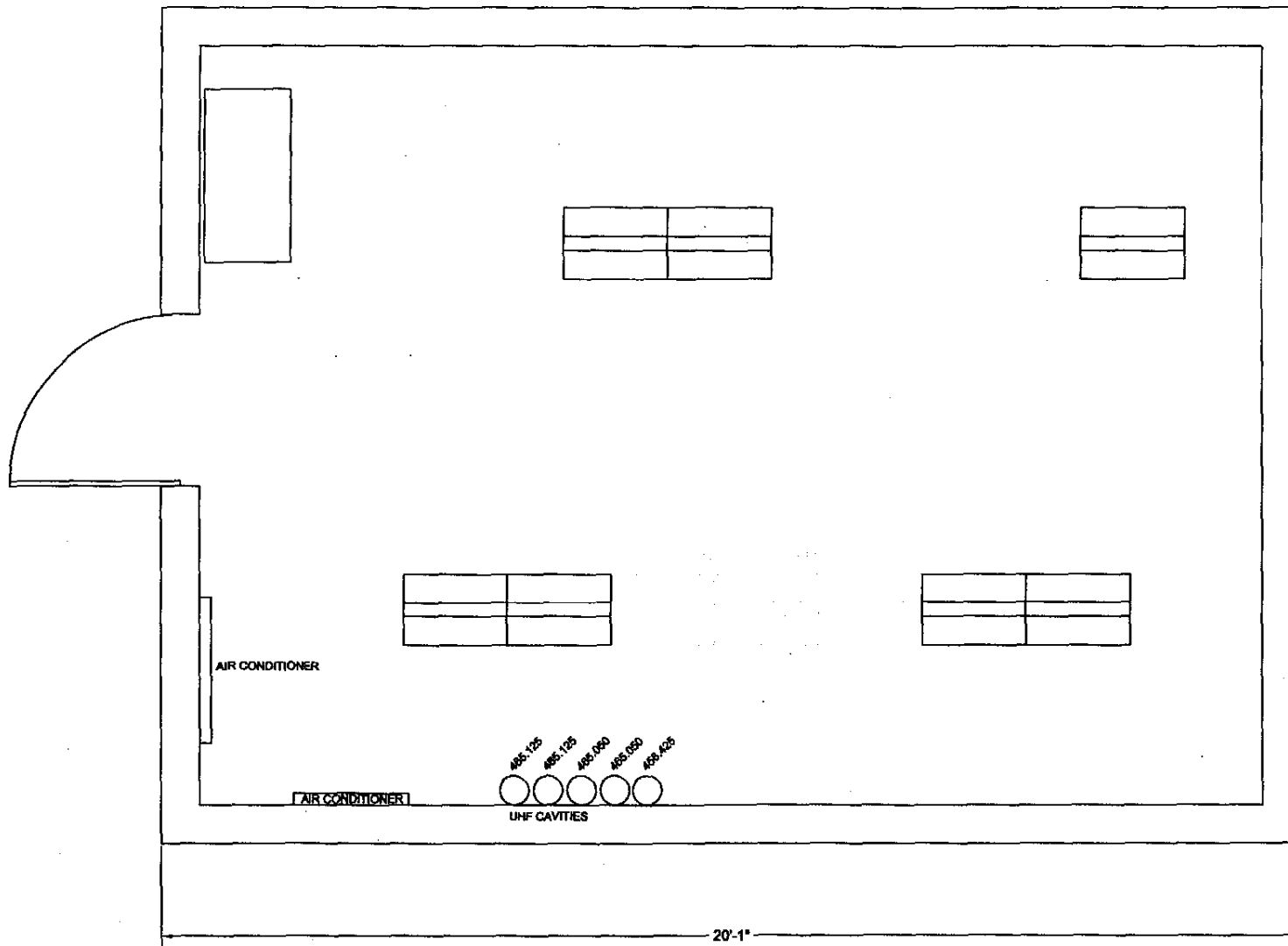
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 O: MD TF
 WHITE
 FIRE1 154.190
 FIRE4 154.280
 BUCKEYE 156.805



CITY OF PHOENIX MICROWAVE DISH
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 8849.48(V) TO NORTH MOUNTAIN

sheet title		revision date
MARICOPA COUNTY WHITE TANKS WEST TOWER		12-5-01
location		date drawn
CITY OF PHOENIX		3-29-01
address		drawn by
CITY WIDE		Curis Jensen
dwg. no.		scale
8100-07002-D	sheet of	NOT TO SCALE
1	1	engineer
		Phil Luce
		checked by

 CITY OF PHOENIX
COMMUNICATIONS SECTION 





14'-7"

20'-1"

AIR CONDITIONER

AIR CONDITIONER

405.125
405.125
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405.425
UHF CAVITIES

sheet title		revision date
MARICOPA COUNTY WHITE TANKS WEST FLOOR PLAN		3-29-01
location		date drawn
CITY OF PHOENIX		3-15-01
address		drawn by
CITY WIDE		Chris Jensen
dwg. no.		scale
6100-04001-2	sheet 1 of 1	NOT TO SCALE
checked by		engineer
		Paul Lane
 CITY OF PHOENIX COMMUNICATIONS SECTION		

**SUPPLEMENT AGREEMENT NO. 2
BETWEEN
CITY OF PHOENIX
AND
MARICOPA COUNTY
FOR SHARING OF COMMUNICATIONS FACILITIES**

C-7u-02-01a-2

Pursuant to Intergovernmental Telecommunications Facilities Sharing Agreement No. 90036 ("Agreement") entered into as of the 1st day of February, 2002, (the "Effective Date"), the CITY OF PHOENIX and MARICOPA COUNTY enter into this site-specific agreement which shall be Supplement No. 2 ("Supplement") to the Agreement.

SITE:

Goodyear Police Station located at 119 N. Litchfield Road, Goodyear, Arizona 85338. Phoenix, the communications site owner, grants Maricopa County the permission to use the existing site and tower for the installation of a Low Band radio transceiver, antenna and associated equipment. All power, air conditioning, lighting, required building penetrations, telephone facilities, et cetera shall be coordinated with the City of Goodyear as required by the agreement between Phoenix and Goodyear. The costs for installing this equipment shall be borne by Maricopa County.

TOWER:

Phoenix grants Maricopa County permission to install a single antenna on the existing tower belonging to Phoenix at the Goodyear Police Station. All work performed in installing the Antenna shall comply with good engineering and installation practices and building codes.

TERM:

The term of this Supplement shall be coterminous with the underlying Agreement.

OPTION TO EXTEND:

Agencies shall have the option to extend this site-specific agreement for one additional ten year term under the same terms and conditions as stated in this Supplement and in the Agreement and any intervening amendments thereof. MARICOPA COUNTY shall give PHOENIX written notice of its intentions to extend the terms of this Supplement at least ninety (90) days prior to the expiration of this Supplement.

TERMINATION:

PHOENIX, as the owner of the communications facility may terminate this Supplement or MARICOPA COUNTY's use of the facility at any time by giving no less than 365 days written notice to MARICOPA COUNTY. MARICOPA COUNTY, not owning the communications facility may terminate this Supplement at any time by giving no less than ninety (90) days written notice to PHOENIX. Unless sooner terminated, this Supplement and any extensions hereof shall automatically terminate upon termination of the Agreement.

INSTALLATION:

MARICOPA COUNTY shall install one Low Band 47.66 MHz radio at the PHOENIX communications facility located at the GOODYEAR Police Station and one antenna with associated accessories, to be installed on the existing tower.

MARICOPA COUNTY shall bear the costs associated with this installation.

REMOVAL OF EQUIPMENT:

MARICOPA COUNTY shall remove its property upon termination by either agency.

FREQUENCY PROTECTION:

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

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 MARICOPA COUNTY personnel for preventive and corrective maintenance activities. 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.

20020001005

IN WITNESS WHEREOF, the parties have executed this Supplement on the date last written below.

City of Phoenix, a municipal corporation
Frank Fairbanks, City Manager

Maricopa County

By: 
Danny W. Murphy
Chief Information Officer

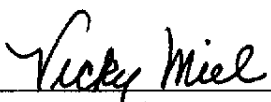
By: 
Don Stapley
Chairman of the Board of Supervisors

Date: 4/17/02

Date: 4/3/02

Attest:


Attest:

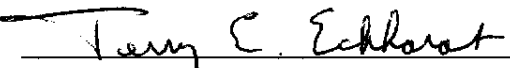
By: 
City Clerk

By: 
Clerk of the Board

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

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


Acting City Attorney


County Attorney

Date: _____

Date: 3/27/02

APR 24 PM 4:25

CITY CLERK

