

**SUPPLEMENT AGREEMENT NO. 5  
CITY OF PHOENIX INTERGOVERNMENTAL AGREEMENT 100502 AND  
CITY OF TEMPE AGREEMENT C99-238A  
FOR SHARING OF COMMUNICATIONS FACILITIES**

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Pursuant to Intergovernmental Telecommunications Facilities Sharing Agreement No. 100502 and C99-238A, ("Sharing Agreement") entered into as of the 1<sup>st</sup> day of June 2002, the CITY OF PHOENIX and CITY OF TEMPE enter into this site-specific agreement, which shall be Supplement Agreement No. 5, to the Sharing Agreement.

**1. SITE**

- 1.1. Tempe North Water Plant, located at Papago Butte (Lat. 33-26-43.48 N, Long. 111-56-21.88 W). The City of Tempe, the property owner, grants Phoenix permission to use the existing property for the installation of 700/800 MHZ Trunked Radio Network transmitters, receivers, antennas and associated equipment identified in the Motorola Detailed Design documents for this site.
- 1.2. City of Tempe grants Phoenix permission to construct a 12' x 36' communications equipment building and 120 ft self supporting tower. This building and tower will be managed and maintained by the City of Phoenix. Phoenix will also provide an Emergency Generator to service the communications equipment building in the event of a commercial power outage. Electro-mechanical and HVAC equipment installed to service the new communications equipment building shall be managed and maintained by Phoenix.

**2. FREQUENCY USE**

- 2.1. 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).
- 2.2. Frequency Protection
  - 2.2.1. Phoenix shall be responsible for resolving interference problems generated by Phoenix owned equipment that affect existing frequencies employed by Tempe, and shall bear the cost of such resolution.
  - 2.2.2. Tempe shall be responsible for resolving interference problems generated by Tempe owned equipment that affect frequencies employed by Phoenix, and shall bear the cost of such resolution.
  - 2.2.3. Phoenix and Tempe 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.
- 2.3. Frequency Assignment
  - 2.3.1. Phoenix
    - 2.3.1.1. The Tempe North Water Plant facility site is an integral part of the 700/800 MHz Trunked Radio Network as a "Simulcast F Site". The site will consists of 700/800

Voice Channel assignments and two Microwave Frequencies as outlined in Engineering Application & Frequency Plan outlined in the approved Motorola Detailed design frequency assignment plan. All FCC Licenses will be maintained by Phoenix and copies are available upon request.

3. **EQUIPMENT INSTALLATION:** Phoenix will construct facilities and install equipment in the communications equipment building in accordance with the Motorola Detailed Design package for this site. Copies of this package are available upon request.
4. **MAINTENANCE:** The facility (building, generator, and tower) and Communications equipment installed at the site shall be managed and maintained by Phoenix. Tempe shall provide 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 work. Because this equipment supports Public Safety Operations, network service interruptions shall be kept to an absolute minimum.

All other terms and conditions remain unchanged.

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

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

By: \_\_\_\_\_

*Charles T. Thompson*  
Charles T. Thompson  
Chief Information Officer

Date: 2-25-2009

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.

*Matthew Palmer*  
\_\_\_\_\_  
City Attorney

<sup>RE.</sup>  
Date: \_\_\_\_\_

ATTEST:

*C. Meyer*  
\_\_\_\_\_  
City Clerk

ACTING



**CITY OF TEMPE**, a municipal corporation  
Hugh Hallman, Mayor

By: \_\_\_\_\_

*Hugh Hallman*  
Name & Title: Hugh Hallman, Mayor

Date: February 7, 2008

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 Tempe under the laws of the State of Arizona.

*Andrew B. Ching*  
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City Attorney

Date: February 7, 2008

ATTEST:

*Jan Hart*  
\_\_\_\_\_  
City Clerk