

**SUPPLEMENTAL AGREEMENT NO. 6
CITY OF PHOENIX INTERGOVERNMENTAL AGREEMENT NO. 100502 AND
CITY OF TEMPE AGREEMENT C99-238A
FOR SHARING OF COMMUNICATIONS FACILITIES**

Pursuant to Intergovernmental Telecommunications Facilities Sharing Agreement No. 100502 and C99-238A, ("Sharing Agreement") entered into as of the 1st day of June 2002, the CITY OF PHOENIX and CITY OF TEMPE enter into this site-specific agreement which shall be Supplemental Agreement No. 6 ("Supplement 6"), to the Sharing Agreement.

1. SITE

- 1.1. Apache Substation, located at 1855 E. Apache Boulevard. Tempe, the property owner, grants Phoenix permission to use the existing property for microwave transmitters and receivers, and 700/800 MHZ Trunked Radio Network equipment to support Tempe's dispatch operations.
- 1.2. Tempe grants Phoenix permission to occupy sufficient space for the microwave, the battery backup/UPS system which supports it, the RWC network equipment, and space on the roof for two microwave dishes.

2. FACILITY OWNERSHIP: Tempe owns and operates this 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 Tempe.

3. EQUIPMENT OWNERSHIP: Tempe shall own and maintain all console equipment, logging recorder(s), control stations and ancillary equipment. Phoenix, on behalf of the RWC, as Administrative Managing Member, shall own and maintain all microwave and network equipment.

4. FREQUENCY USE

4.1. 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).

4.2. Frequency Protection

4.2.1. Phoenix shall be responsible for resolving interference problems generated by Phoenix owned equipment which affects existing frequencies employed by Tempe, and shall bear the cost of such resolution.

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

4.2.3. 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.

4.3. Frequency Assignment

4.3.1. The Apache Substation facility site contains the following microwave equipment and frequencies:

- Tempe PD Apache TPDA, <> Tempe Fire Training Academy TFTA, Call Sign (WQIR672); Freq. (11 GHz), Aviat TruePoint Radio.
- Tempe PD Apache TPDA<> Tempe PD South Sup. TPDS, Call Sign (WQIR671); Freq. (11 GHz), Aviat TruePoint Radio.

5. **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 which copies are available upon request.
6. **MAINTENANCE AND RESPONSIBILITY:** Maintenance of equipment and various site responsibilities are delineated in the attached Exhibit A. Tempe 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 city that may affect the other city's equipment or network systems shall be coordinated between the cities prior to the start of work. Because this equipment supports Public Safety Operations network service interruptions shall be kept to an absolute minimum.
7. **COMPENSATION:** There will be no charge for the microwave and network systems in support of the Tempe dispatch function at this facility.
8. **TERM:** The term of this Supplement 6 shall be coterminous with the underlying Sharing Agreement.
9. **OPTION TO EXTEND:** This Supplement 6 will automatically renew upon the renewal of the underlying Sharing Agreement.

All other terms and conditions remain unchanged.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement No. 6 on the dates indicated below.

CITY OF PHOENIX, a municipal corporation
ED ZUERCHER, City Manager

By: _____
David A. Felix, Executive Director
Regional Wireless Cooperative

Date: _____

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.

City Attorney

Date: _____

ATTEST:

City Clerk

CITY OF TEMPE, a municipal corporation
MARK MITCHELL, Mayor

By: _____
Name & Title: Mark W. Mitchell, Mayor

Date: _____

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.

Judith R. Baumann, City Attorney

Date: _____

ATTEST:

Brigitta M. Kuiper, City Clerk

EXHIBIT A

**TEMPE Apache Sub-Station:
Responsibility and Maintenance Support Matrix**

**IGA Number: CITY OF PHOENIX AGREEMENT 100502 AND CITY OF
TEMPE AGREEMENT C99-238A**

(Last updated:)

Item	Action for RWC	Action for Member
RF & Network Infrastructure	N/A	N/A
Microwave	RWC to maintain the equipment.	Tempe is responsible for the installation and licensing of the microwave equipment.
Communications (T1's)	N/A	N/A
Radio Subscriber Equipment	N/A	N/A
Dispatch Console Equipment and Logging Recorders	RWC will be responsible for all network equipment (channel banks, switches, routers) supporting the consoles; network transport is covered in Microwave and Communications line items.	Tempe is responsible for all maintenance and configuration management of dispatch console equipment, logging recorder, and control stations.
Conventional Site Controllers	None	Tempe is responsible for all maintenance and management of the conventional site controllers, and gateways.
Tower	N/A	N/A
Antennas	The RWC is responsible to maintain the microwave antennas mounted at Tempe dispatch.	Tempe is responsible for the maintenance and management of all other antennas at the site.
Building		Tempe Dispatch owned and maintained by Tempe
HVAC		Tempe Dispatch owned and maintained by Tempe

Generator		Tempe Dispatch owned and maintained by Tempe
Pest Control		Tempe Dispatch owned and maintained by Tempe
FM 200	N/A	N/A
Commercial Power		Tempe Dispatch owned and maintained by Tempe
Lease	N/A	N/A
Access	N/A	Tempe is responsible to provide the RWC reasonable, 24 by 7 access to the dispatch facility for the maintenance and repair of microwave and RWC network equipment located at the facility.
Insurance	The RWC shall maintain appropriate insurance for the RWC network and microwave equipment turned over to the RWC.	Tempe shall maintain appropriate insurance for all equipment for which Tempe retains ownership.
Equity	There is no change to Tempe's equity in the RWC since all of the equipment at this site has already been included in Tempe's equity.	