



**MEMORANDUM                      Police Department – Chief Memo No. 2014-034**

**DATE:**            May 27, 2014

**TO:**                MAYOR AND COUNCIL

**THRU:**            RICH DLUGAS, CITY MANAGER *RD*  
                         SEAN E. DUGGAN, CHIEF OF POLICE *SD*

**FROM:**            MICHELLE POTTS, POLICE COMMUNICATIONS MANAGER *MP*

**SUBJECT:**        INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR WIRELESS CO-LOCATION

**RECOMMENDATION:** Staff recommends City Council adopt Resolution No. 4755 authorizing the Mayor to execute an Intergovernmental Agreement (IGA) with Maricopa County to facilitate co-location of wireless communication facilities for public safety and related government purposes on a wireless support tower located at 911 S. Hamilton St.

**BACKGROUND/DISCUSSION:** Since 1998, Chandler and Maricopa County have co-located their respective public safety wireless communication facilities at the site of what had been Fire Station No. 1 (now No. 281) at 911 S. Hamilton St. This involved the shared use of the wireless support tower structure at the site and some building space for equipment. When the City began participation in the multi-city Regional Wireless Cooperative, the original tower was replaced, but co-location with the County continued.

The County now needs to replace its aging wireless antennae and equipment with upgrades as part of the enhancement of the County’s public safety, wireless communication infrastructure. Once the new items are in place, the County will remove the outdated items. The County’s facility will not interfere with the City’s facility or impede the use of the site. This is not an activity that involves substantial numbers of personnel.

The benefit to the County, to persons that live in the unincorporated areas just outside Chandler’s city limits, and to Chandler citizens who live at or near city boundaries, is more effective communication coverage and better public safety services. The IGA itself is very similar to the old 1998 agreement. The County pays a nominal fee and its share of electrical power needed for the operation of its facility at the site.

**FINANCIAL IMPLICATIONS:** None.

**PROPOSED MOTION:** Move that Council pass and adopt Resolution No. 4755 authorizing the Mayor to execute an Intergovernmental Agreement (IGA) with Maricopa County to facilitate wireless communication facility co-location for public safety and related government purposes at a wireless support tower located at 911 S. Hamilton St.

Attachment: Map  
Resolution No. 4755 w/ Exhibit A attached (form of IGA)

RESOLUTION NO. 4755

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE COUNTY OF MARICOPA FOR CO-LOCATION OF WIRELESS COMMUNICATION FACILITIES UPON A SUPPORT TOWER AT 911 SOUTH HAMILTON STREET, AND AUTHORIZING THE MAYOR OF THE CITY OF CHANDLER TO EXECUTE SUCH AGREEMENT FOR THE CITY OF CHANDLER.

WHEREAS, the City of Chandler (“Chandler”) owns real property located at 911 S. Hamilton Street in Chandler, Arizona, which previously was operated as a fire station facility known as “Chandler Fire Station No. 1” (now No. 281), and upon which was erected a wireless communication support tower structure whose use was shared with the County of Maricopa (“Maricopa County”) for public safety purposes pursuant to an intergovernmental agreement approved, executed and recorded in 1998; and

WHEREAS, with the establishment of a Regional Wireless Cooperative among several local municipalities in 2010, the original support tower structure was replaced with a new support tower structure at the site; and

WHEREAS, Maricopa County desires to replace its original wireless antennae and equipment at the site as part of the enhancement of Maricopa County’s wireless communication infrastructure in order to ensure reliable communication for public safety and related government functions; and

WHEREAS, continued co-location of upgraded wireless communication infrastructure at the site will not impede Chandler’s use of the support tower structure and will have an overall beneficial effect for the citizens of Chandler as well as outlying county areas.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, that the Mayor of the City of Chandler, is authorized to execute an Intergovernmental Agreement between the Chandler and Maricopa County to facilitate co-location of each entities’ wireless communication facilities used for public safety and related government functions on the support tower structure situated on the city-owned land, which agreement shall be substantially in the form attached as Exhibit A and as approved by the Chandler City Attorney.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY *GAB*

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4755 was duly passed and approved by the City Council of the City of Chandler, Arizona, at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, and that a quorum was present thereat.

\_\_\_\_\_  
CITY CLERK

EXHIBIT "A" TO RESOLUTION NO. 4755  
(Copy of IGA with Maricopa County)

**When recorded return to:**

Maricopa County Finance Department  
Attn: Real Estate Manager  
301 W. Jefferson, Suite 960  
Phoenix, AZ 85003

**INTERGOVERNMENTAL AGREEMENT  
FOR THE USE OF REAL PROPERTY  
CHANDLER FIRE STATION No. 281  
(911 S. Hamilton Street)**

**G-30171**

**C-94-14-013-3-00**

This Intergovernmental Agreement for the Use of Real Property ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 ("Effective Date"), by City of Chandler, a municipal corporation of the State of Arizona ("Chandler") and Maricopa County, a political subdivision of the State of Arizona ("County"), together the "Parties".

**RECITALS**

- A. Chandler owns real property located at 911 S. Hamilton Street, Chandler, Arizona, and legally described in attached **Exhibit A** (the "Station Site"), on which it operates a municipal fire station facility known as "Chandler Fire Station No. 281." As shown in the site plan attached as **Exhibit B** (the "Site Plan"), the Station Site is improved with structures that include, without limitation: (i) a main fire station building (the "Fire Station"), the southeast corner of which depicts an existing, second floor IT-equipment room (the "Equipment Room"); (ii) a tower support structure generally situated east of the Fire Station (the "Tower Structure"); (iii) an above-ground cable bridge connecting the Equipment Room to the Tower Structure (the "Pathway"); and (iv) an accessory shelter structure generally situated north of the Tower Structure (the "Ancillary Shelter").
- B. Pursuant to an intergovernmental agreement between County and Chandler, identified as Maricopa County Agreement Number C-76-99-007-2, recorded with the Office of the Maricopa County Recorder on December 24, 1998, as Instrument No. 98-1169869 (the "1998 IGA"), County and Chandler have utilized the Tower Structure (or a predecessor thereof) and the Equipment Room of the Fire Station for the purpose of co-locating their respective wireless communication facilities used for public safety or other governmental (non-commercial) purposes.

- C. In 2010, Chandler and other local municipalities entered into an intergovernmental agreement (the “2010 IGA”) to plan, design, construct, operate, maintain and finance a Regional Wireless Cooperative (the “RWC”) for the purpose of operating, managing and maintaining a regional wireless communications network for public safety and related governmental purposes. Under the 2010 IGA, management of Chandler’s wireless communication facilities used for public safety purposes is the responsibility of the RWC.
- D. However, there is no specific site sharing agreement between Chandler and the RWC for Chandler Fire Station No. 281. Chandler owns all of the aforementioned structures at the Station Site and is not prohibited or restricted by the 2010 IGA from allowing co-location on the Tower Structure at the Station Site. Although there will be shared use of the Tower Structure, the equipment for Chandler’s public safety wireless communications facility at the Station Site is and will be housed in the Ancillary Shelter and the County’s equipment is and will be in the Equipment Room at the Fire Station.
- E. County now desires to install and operate new wireless communication equipment (the “Communication Equipment”) at the Station Site for the purpose of enhancing County’s wireless communication infrastructure for public safety and other County-related functions.
- F. Chandler desires to cooperate with County for the purpose of enhancing the coverage and reliability of County’s wireless communication infrastructure to ensure reliable communication for public safety and other County-related functions.
- G. Chandler is willing to allow County to install and operate the Communication Equipment, and to otherwise co-locate a new County wireless communication facility at the Station Site, provided that upon completion of the installation and commencement of operation of the Communication Equipment and new County wireless communication facility, the 1998 IGA is mutually terminated and County removes the communication equipment and components of the County’s wireless communication facility co-located at the Station Site under the 1998 IGA.
- H. The Parties are authorized to participate in this Intergovernmental Agreement pursuant to A.R.S. §§ 11-951 – 11-954 and willing to participate in a cooperative facility use arrangement pursuant to the terms and conditions provided hereinafter in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

**1. Definitions.**

In this Agreement, unless otherwise specified herein :

- (a) “*Antenna*” means a device used in wireless telecommunications which transmits or receives radio or microwave signals.
- (b) “*Co-locate*”, “*co-locating*”, or “*co-location*” refer to the shared use of a tower by more than one operator of a wireless communication facility.
- (c) “*Equipment building*” or “*equipment room*” means an unstaffed or seldom-staffed structure, or portion of a structure, which is attached to or made part of a wireless communication facility and used to house equipment needed to operate and maintain the wireless communication facility.
- (d) “*Support structure*” means a component of a wireless communication facility, which is often a tower or other structure of sufficient verticality, used to support one or more antennas at needed height for effective operation of the facility.
- (e) “*Telecommunications*” or “*wireless telecommunications*” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received. The term does not include commercial mobile radio services, pay phone services, interstate services or cable services, as those terms may be used or defined in Chapter 46 or elsewhere in the Chandler City Code.
- (f) “*Tower*” means a structure that is designed and constructed primarily for the purpose of supporting one or more antennas in the operation of a wireless communication facility. A tower may include, without limitation, such types as a lattice tower or a monopole.
- (g) “*Wireless communication facility*” means a facility used exclusively for the transmission and reception of radio or microwave signals used for governmental communications. A wireless communication facility is generally composed of the following components: at least one antenna; a support structure; in some cases, an equipment building or equipment room; and related transmission lines used in the transmission of electronic signals or data to or from other wireless communication facilities.

**2. Equipment Room, Tower Equipment and Pathway.**

- 2.1 *Equipment Room.* Chandler shall provide to County, and County accepts, use of space within the Equipment Room at the Fire Station as shown in the Site Plan.
- 2.2 *Permitted Use of Equipment Room.* County may use the Equipment Room for the installation and operation of the Communication Equipment needed for County to

co-locate its wireless communication facility on the Tower Structure in order to enhance County's wireless communication infrastructure for public safety and other County-related operations ("Government Uses"). County and County's agents, contractors, subcontractors and vendors shall have the right to enter into the Equipment Room for the purpose of servicing, repairing, maintaining and operating the Communication Equipment.

- 2.3 *Tower Equipment.* Chandler shall provide to County, and County may use, space on the Tower Structure to install antennae, which are needed for operation of County's wireless communications facility, in the number, direction and location set out in attached Exhibit C (the "Tower Equipment"). In the event the Tower Structure is replaced and/or augmented, County shall have the right to relocate to any such replacement and/or augmented Tower Structure. In no event shall County have the right to install new or additional Tower Equipment or modify the direction or location of such antennae on the Tower Structure without the express written consent of the Chandler City Manager, and any such consent shall be thereafter attached as an addendum to this Agreement. County and County's agents, contractors, subcontractors and vendors shall have the right to access the Tower Equipment for the purpose of servicing, maintaining and operating the Tower Equipment.
- 2.4 *Pathway.* Chandler shall make available to County, and County accepts the right to utilize, the existing cable bridge or "Pathway" connecting the Equipment Room to the Tower Structure. County and County's agents, contractors, subcontractors and vendors shall have the right to access the Pathway and any reasonable manner for the purpose of installing, servicing, maintaining and operating the Communication Equipment and/or Tower Equipment, and/or related connecting equipment.
- 2.5 *Consideration.* As consideration for shared use of the Equipment Room, the Tower Structure and the Pathway, County shall pay Chandler \$1.00 annually. In addition, County shall reimburse Chandler as invoiced for the calculated or metered expense of electric power supplied by Chandler and used by County for the operation of the Communication Equipment.
- 2.6 *Improvements.* County shall design, permit, and construct improvements at the Fire Station, at County's sole cost and expense, per the scope of work as depicted in attached Exhibit D (the "Improvements"). Any modifications required to Chandler's facilities at the Fire Station as a result of the Improvements will be the financial responsibility of County. County shall submit to Chandler, for Chandler's review and approval, the general plans and scope of work documents for the Improvements. If Chandler does not provide County with written notification of Chandler's approval or non-approval of the proposed Improvements within 30 calendar days of receiving the Improvement documents, the Improvements shall be deemed approved by Chandler and County may

proceed with permitting the construction of the Improvements through Chandler's Building Permit Department.

- 2.7 *Nature of the Improvements.* The Parties agree that many of the items shown in **Exhibit D** as the Improvements are items of personal property that will not be permanently affixed, or involve structural changes, to the Fire Station. However, some of the Improvements will be permanently affixed or affect a structural change to the Fire Station. County shall secure Chandler building permit approvals that may be required for the installation of such improvements.
- 2.8 *Condition Upon Surrender.* The term is defined in section 3.1 below and will continue during the term of this Agreement unless sooner terminated as provided in this Agreement. County will surrender the Equipment Room, its space on the Tower Structure and the Pathway in good condition, normal wear and tear excepted.
- 2.9 *Insurance.* County and Chandler are self-insured.
- 2.10 *Condition of Premises.* County hereby accepts the Equipment Room, designated space on the Tower Structure and the Pathway in their conditions existing as of the Effective Date, subject to all applicable laws, ordinances and regulations governing and regulating the use of the Equipment Room, the Tower Structure and the Pathway, and subject to all matters disclosed thereby. Chandler shall provide the Equipment Room, the Tower Structure and the Pathway according to good commercial practices, in full compliance with applicable building codes, and the requirements of the appropriate local, state, and federal authorities.
- 2.11 *Maintenance of Equipment Room, the Tower Structure and the Pathway.* Chandler shall maintain and be solely financially responsible for maintaining the Equipment Room, the Tower Structure and the Pathway in a commercially acceptable condition throughout the term of this Agreement. County shall maintain its Communication Equipment and its Tower Equipment in a commercially acceptable condition throughout the term of this Agreement.
- 2.12 *Termination of 1998 IGA.* Upon County's final start-up, testing, commissioning, acceptance and normal operation of the Improvements and County's commencement of its wireless communication facility under this Agreement, the 1998 IGA shall be deemed to be mutually terminated. County and Chandler shall execute and have recorded a written notice of termination of the 1998 IGA. County shall remove any of its communication equipment and any of its antennae or tower equipment used in connection with the 1998 IGA.
- 2.13 *No Interference.* At all times, County shall operate its wireless communication facility at the Station Site in a manner that will not cause interference with Chandler's public safety communication system (whether or not managed or operated by RWC). All operations by County shall be in compliance with any

applicable Federal Communications Commission requirements. From time to time, as reasonably necessary, County shall examine its wireless communication facility, including Communication Equipment, to determine whether or not any frequency drift has occurred that could interfere with Chandler's public safety communications system. Any such interference as described herein shall be deemed to be a material breach if reasonable steps are not taken within a reasonable time period to eliminate the interference.

**3. Term and Termination.**

- 3.1. *Term.* The term of this Agreement shall commence on the Effective Date and expires June 30, 2038, unless terminated earlier as provided herein. County may extend the term of this Agreement for one (1) additional twenty-five (25) year extension. Either party may terminate this Agreement for any reason by providing 360-day written notice to the other party.
- 3.2. *Termination.* Either party may terminate this Agreement in the event that the other party has committed a material breach of any of its obligations under this Agreement that has not been cured within sixty-days (60-days) after the breaching party has received written notice thereof.
- 3.3. *Non-appropriation.* The Parties recognize that financial obligations created under this Agreement are conditioned upon the availability of funds. The Parties recognize that the continuation of this Agreement after the close of a party's fiscal year is subject to the approval of a budget of that party providing an appropriation covering such payment obligation. Neither party represents that such budget items will be adopted, as Chandler's City Council and the Maricopa County Board of Supervisors make those determinations at the times of the adoption of their respective budgets. As a result, this Agreement may be terminated by Chandler or County at the end of any fiscal year due to non-appropriation of funds without any penalty or liability to the terminating party. Chandler's fiscal year ends June 30<sup>th</sup>. County's fiscal year ends June 30<sup>th</sup>.

**4. Default; Remedies.**

- 4.1 *County Default.* Each of the following shall constitute a material breach of this Agreement and an event of default by County ("Event of Default") hereunder:
  - (a) County assigning or subleasing County's rights to use the Equipment Room, Tower Space or Pathway without Chandler's prior written consent.
  - (b) County's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by County, where such failure shall continue for a period of sixty (60) days after County receives written notice thereof from Chandler, or such

additional period of time thereafter as Chandler and County may agree in writing and may be reasonably necessary under the circumstances to cure such default if County commences to cure such default within said sixty (60) day period and thereafter diligently proceeds to cure such default.

4.2 *Chandler's Remedies.* Upon the occurrence of any Event of Default and at any time thereafter, Chandler may, but shall not be required to, exercise any remedies now or hereafter available to Chandler at law or in equity without such exercise being deemed (a) an acceptance of surrender of the Equipment Room, Tower Space and Pathway; or (b) a termination of this Agreement.

4.3 *Chandler Default.* Each of the following shall constitute a material breach of this Agreement and an event of default by Chandler ("Chandler Event of Default") hereunder:

(a) Chandler's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by Chandler, other than as where such failure shall continue for a period of sixty (60) days after Chandler receives written notice thereof from County, or such additional period of time thereafter as Chandler and County may agree in writing and may be reasonably necessary under the circumstances to cure such default if Chandler commences to cure such default within said sixty (60) day period and thereafter diligently proceeds to cure such default.

4.4 *County's Remedies.* In the event Chandler fails to perform any of its material obligations under this Agreement and is in default pursuant to Section 4.3 of this Agreement, County may, at its option, terminate this Agreement. Further, upon the occurrence of any Chandler Event of Default and at any time thereafter, County may, but shall not be required to, exercise any remedies now or hereafter available to County at law or in equity.

4.5 *Attorneys' Fees and Costs.* In the event Chandler or County resorts to legal proceedings to enforce any right under this Agreement or to obtain relief for any default by the other party, the party prevailing in such proceedings shall be entitled to recover from the defaulting party the costs thereof, including reasonable court awarded attorneys' fees and documented costs.

5. **Disposition of Property upon Termination.** Upon expiration or termination of this Agreement, County shall have One Hundred Eighty days (180) to remove County's personal property. Any of the Improvements remaining after such time shall become the property of Chandler.

6. **Indemnification/Hold Harmless.** Except as otherwise expressed herein, each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses

(including reasonable court awarded attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims are caused by the willful misconduct or gross negligence of the indemnitor, its officers, officials, agents, employees or volunteers.

7. **Successors and Assigns.** County may not assign or delegate its rights and duties under this Agreement without the written consent of Chandler, which written consent shall not unreasonably be withheld.

8. **Modification.** This Agreement shall constitute the entire agreement between the Parties and sets forth all of the covenants, promises, agreements, conditions and understandings between Chandler and County, and there are no covenants promises, agreements, conditions or understandings, either oral or written, between Chandler and County other than as set forth herein, and those agreements that are executed contemporaneously herewith. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by Chandler and County. Chandler and County have reviewed this Agreement and have had the opportunity to have it reviewed by legal counsel.

9. **Notice.**

9.1 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, or deposited in the United States mail, return receipt requested, addressed as follows:

County: Maricopa County Finance Department  
Attn: Real Estate Manager  
301 West Jefferson, Suite 960  
Phoenix, Arizona 85003

Chandler: City of Chandler  
Attn: City Manager  
175 S. Arizona Avenue, 5<sup>th</sup> Floor  
Chandler, Arizona 85225

9.2 Notice shall be deemed received ("Receipt Date") at the time it is personally served or, if mailed, ten (10) 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 or the person to receive the notice, by notifying the other party as provided in this Section.

10. **Maintaining and Producing Records.** Each party will retain, for inspection and audit at all reasonable times by the other party, all books, accounts, reports, files and other records relating to this Agreement for a period of five (5) years after termination of this Agreement. Upon request of a party, a legible copy of all such records will be produced by the other party, and the cost to copy such requested documents/records shall be the responsibility of the requesting party. The original of all such records also will be available and produced for inspection and audit when needed to verify the authenticity of a copy.
11. **No Third Party Beneficiaries.** Neither party intends to benefit any person who is not named as a party to this Agreement, to assume any special duty to supervise the operations of another party, to provide for the safety of any specific person or to assume any other duty other than that imposed by general law.
12. **Venue; Governing Law.** The proper venue for any proceeding at law or equity or under the provisions of arbitration shall be Maricopa County, Arizona and County and Chandler hereby waive any right to object to venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona.
13. **Waiver.** The failure of either party to insist upon strict adherence to any term of this Agreement will not be considered a waiver or deprive the party afterwards of the right to insist upon the strict adherence to that term of the Agreement.
14. **Severability.** In the event any term or condition of this Agreement or application to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.
15. **Obligations Imposed by Law.** Nothing in this Agreement is intended to relieve, relinquish or delegate any obligation or responsibility imposed upon either party by law. This Agreement is not intended to, nor shall it be construed so as to, supersede or restrict the jurisdiction, function or power of either party.
16. **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
17. **Recordation.** Either Party may have a memorandum of the Agreement or the Agreement recorded by the County Recorder after its approval and execution of the Agreement by both parties. In such event, a copy of the document with recording information shall be provided to the other Party.

18. **Nondiscrimination.** The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
19. **Conflict of Interest.** This Agreement is subject to Section 38-511, Arizona Revised Statutes. This Agreement may be canceled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of Town or County is an employee, consultant, or agent of any other party to this Agreement.
20. **Authority to Execute.** Any individual executing this Agreement on behalf of or as representative for a corporation or other person, firm, partnership or entity represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said corporation, person, firm, partnership or other entity and that this Agreement is binding on said entity in accordance with its terms.
21. **Headings.** Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
22. **Cooperation.** County and Chandler agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by County and/or Chandler pursuant to this Agreement.
23. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute on and the same instrument. Faxed and copied signatures are acceptable as original signatures.
24. **Exhibits.** All Exhibits attached referred to and attached to this Agreement are incorporated herein by reference.

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**G-30171**

**C-94-14-013-3-00**

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

MARICOPA COUNTY, a political  
subdivision of the State of Arizona

CITY OF CHANDLER, a municipal  
corporation of the State of Arizona

By: \_\_\_\_\_  
Denny Barney, Chairman  
Maricopa County Board of Supervisors

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
City of Chandler Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Attorney for the City of Chandler

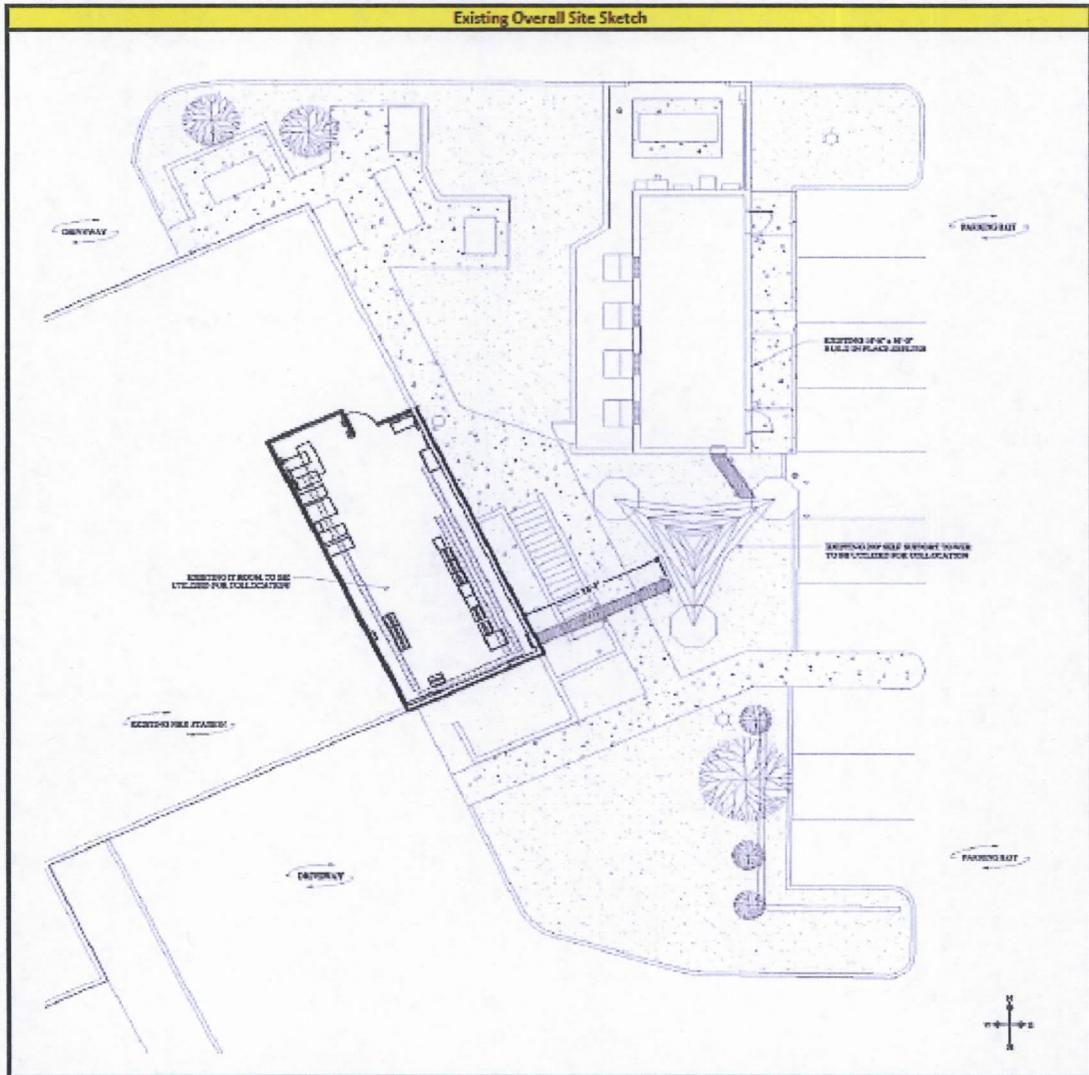
*GAB*

INSERT EXHIBIT A  
Legal Description

Lot 16, BOGLE BUSINESS PARK, according to the plat of record in the office of the Maricopa County Recorder in Book 326 of Maps, page 23.

**EXHIBIT "B"**

**SITE PLAN**



**EXHIBIT "C"**

**TOWER EQUIPMENT**

**Antenna Information**

Antenna Information	
<b>Antenna 1</b>	
Antenna Purpose	PTP1
Path To	SAYL_Saylor
Approved RAD Center	15'
Azimuth	299.51°
Antenna Type	MW (11 GHz)
Antenna Model #	RFS SU4-107
Antenna Length	4'Ø
<b>Antenna 2</b>	
Antenna Purpose	PTP2
Path To	SACC_Sacaton CC
Approved RAD Center	90'
Azimuth	155.40°
Antenna Type	MW (11 GHz)
Antenna Model #	RFS SU3-107
Antenna Length	3'Ø
<b>Antenna 3</b>	
Antenna Purpose	PTP3
Path To	SACC_Sacaton CC
Approved RAD Center	35'
Azimuth	155.40°
Antenna Type	MW (11 GHz) [Diversity]
Antenna Model #	RFS SU3-107
Antenna Length	3'Ø
<b>Antenna 4</b>	
Antenna Purpose	PTP4
Path To	BOGL_Bogle
Approved RAD Center	35'
Azimuth	107.49°
Antenna Type	MW (11 GHz)
Antenna Model #	RFS SU3-107
Antenna Length	3'Ø
<b>Antenna 5</b>	
Antenna Purpose	TX1
Path To	Not Applicable
Approved RAD Center	145'
Azimuth	90°
Antenna Type	Directional
Antenna Model #	Sinclair SE414-SF3P4LDF
Antenna Length	53"
<b>Antenna 6</b>	
Antenna Purpose	RX1
Path To	Not Applicable
Approved RAD Center	150'
Azimuth	90°
Antenna Type	Directional
Antenna Model #	Amphenol BCR-75013-EDIN-0-25
Antenna Length	153.5"

# EXHIBIT "D"

## IMPROVEMENTS

