

INTERGOVERNMENTAL AGREEMENT TOWN OF PIMA

The governing bodies of the undersigned governmental entities have affirmed and by this agreement do agree that it would be in the best interest of the citizens of the Town of Pima (hereinafter "Town") and the County of Graham (hereinafter "County") for the County to construct and install a 100 foot communications tower upon property owned by the Town. The parties agree that the communications tower will be constructed on the north side of and adjacent to the current Justice of the Peace Court and the current Pima Police Station. The construction of the 100 foot communications tower will include the installation of radio equipment, equipment enclosure, security fencing, emergency power for backup power and other related or associated equipment (hereinafter referred to as "tower"). It is further agreed that it is in the best interests of the Town and the County to sublease an area of approximately 20 feet by 41 feet and a portion of the tower to New Cingular Wireless, PCS, LLC, a Delaware limited liability company (hereinafter "Licensee") for commercial communications equipment. The tower and associated buildings will cover an area of approximately 41 feet by 41 feet. The tower and associated buildings shall be enclosed with an 8 foot chain link fence with either barbed wire or razor wire along the top of the fence for security.

The parties further agree to the following:

1. The duration of this agreement shall be perpetual in nature for the tower and fencing and shall be used as part of the emergency communications system of the County, Town and other communities within the County.
2. For consideration of \$500 per month paid to Town, County is authorized to enter into a sublease of space on the tower and 600 sq. feet of ground to licensee for the installation and operation of a Communication Facility.
3. The Licensee must ensure that all communication equipment it places on the tower will not interfere with existing County and Town equipment.
4. All equipment involved in this IGA, including the tower, shall be owned by the County and/or Licensee and shall remain the property of the County and/or Licensee.
5. The Town shall have the ability to place communication equipment on the tower as long as the equipment will not interfere with the Countywide Communication System (as per a Radio Frequency Engineer evaluation). Any equipment the Town desires to place on the tower shall be installed by a County approved technician. Any equipment that may be added to the tower by the Town shall be for the use of only the Town.

6. The County shall provide the tower, all equipment, fencing and Federal Communication Commission licensing needed for this site, except that Licensee will provide all their own required licensing. The County shall maintain the tower and said equipment in accordance with Mission Critical Emergency Communications System Standards. The Town agrees that Graham County and Licensee shall have unimpeded access to the tower in order to install, construct and maintain the tower and associated structures.

Agreed to by both parties the 20th day of March, 2006.

GRAHAM COUNTY BOARD
OF SUPERVISORS



Drew John, Chairman

ATTEST:



Terry Cooper, Clerk of the Board

APPROVED AS TO FORM:



Kenneth A. Angle, County Attorney

TOWN OF PIMA




Vaughn Grant, Mayor

ATTEST:



Vince Kieffer, Town Manager

APPROVED AS TO FORM:



Wyatt Palmer, Town Attorney