

100503-1-1

AMENDMENT to INTERGOVERNMENTAL AGREEMENT
BETWEEN

THE UNITED STATES OF AMERICA, DEPARTMENT OF THE AIR FORCE AIR EDUCATION AND TRAINING
(License No. LUK-3-03-002, Supp Agree #2)

AND

THE CITY OF PHOENIX, INFORMATION TECHNOLOGY DEPARTMENT
(Agreement No. 100503, Amend 1 to Site Specific Amendment 1)

Site: Super Saber Street (South Gate)

Pursuant to Intergovernmental Agreement No. 100503, ("Site Sharing Agreement") entered into as of the 1st day of November 2003, City of Phoenix ("Phoenix") and the United States of America, Department of the Air Force Air Education and Training ("Luke AFB") (collectively "Parties") enter into this site-specific agreement which shall be Site Specific Amendment No. 1-1, to the Site Sharing Agreement. This Amendment shall be effective on the latter of the two dates that it is signed by the parties

1. SITE:

1.1. Luke AFB Site located at Super Sabre St (South Gate), Luke AFB, Glendale, Arizona, (Lat. 33-31-49 N, Long. 112-21-48 W, Elevation: 1089 ft.). Luke AFB, the communications site owner, grants Phoenix permission to use the existing site and water tower for the installation of 700/800 MHz trunked radio network site including transmitters, receivers, antennas and associated equipment identified in this supplement.

1.2. All power, air conditioning, lighting, telephone facilities, and other utilities shall be provided by Phoenix. Required building penetrations, cost for installation and maintenance of the Phoenix communications site and radio equipment shall be borne 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) and the National Telecommunications & Information Association (NTIA).

2.2. Frequency Protection:

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

2.3. Frequency Assignment:

2.3.1. The Luke AFB site is an integral part of Phoenix's 700/800 MHz trunked radio network as a "Simulcast Site" and consists of 18 700 MHz Arizona Region 3 channel assignments as follows:

VOICE CHANNELS:

<u>CHANNEL NUMBER</u>	<u>FREQUENCY</u>	<u>CHANNEL NUMBER</u>	<u>FREQUENCY</u>
51	769.31875	411	771.56875
91	769.56875	419	771.61875
131	769.81875	459	771.86875
171	770.06875	489	772.05625
211	770.31875	499	772.11875
251	770.56875	529	772.30625
291	770.81875	539	772.36875
331	771.06875	579	772.61875
371	771.31875	619	772.86875

MICROWAVE FREQUENCIES: (See attached Path Descriptions and Calculations)

11.2 GHz to our Cashion Site (Tower Azimuth - 150.74°)

11.2 GHz to our Peoria Sports Complex Site (Tower Azimuth - 53.17°)

2.4. TOWER: (Ref. Motorola Drawings: Drawing Package TS-1 attached) Luke AFB grants Phoenix permission to occupy space on the existing 268 ft. Water Tower. Phoenix will place 5 omni antennas at the top and 2 microwave dishes on the tower east face, reference drawing EL-1. One at 85' (Azimuth 150.74°) and one at the 80' (Azimuth 53.17°). All antenna and tower work will be performed by authorized Phoenix contractors or personnel. All work performed in installing antennas shall comply with good engineering and installation practices and building codes.

2.5. EQUIPMENT INSTALLATION: (Ref Motorola Drawings: Drawing Package TS-1 attached)

2.5.1. Luke AFB grants Phoenix permission to locate a 12'x28' communications equipment building, emergency generator & fuel tank.

2.5.2. Phoenix will install the following equipment in the communications equipment building, (reference Site Book 24, section 24B Scope of Site and Facility):

- 18 GTR 8000 IP base stations
- 2 Harris Constellation microwave radios & 48" antennas
- 2 S2500 Multi-protocol WAN Router
- 2 HP Procurve 2626B Switch
- 3 Expandable site subsystem cabinets
- GPS receiver and antenna
- 48 VDC power plant.

2.5.3. Phoenix will engineer and provide a logical connection between the existing Motorola trunked radio system owned by Luke AFB and Phoenix 800 MHz digital trunked radio system. This connectivity shall provide a means of seamless communications interoperability between Luke AFB Emergency Operations and Public Safety agencies operating on the Phoenix 800 MHz radio system.

3. MAINTENANCE:

Communications equipment installed at the site shall be maintained by the owner of the equipment. Luke AFB shall provide 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 of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Site Specific Amendment on their behalf.

UNITED STATES OF AMERICA,

By: _____

DAVID L. HILLMAN, Lt Col, USAF
Chief Information Officer, 56th Fighter Wing

DEC 3 2009

Date: _____

CITY OF PHOENIX, a municipal corporation,
FRANK A. FAIRBANKS, City Manager

By: _____

Charles T. Thompson
Chief Information Officer

Date: 12/21/09

APPROVED AS TO FORM:

ACTING City Attorney

ATTEST:

ACTING City Clerk



**DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND**

SUPPLEMENTAL AGREEMENT NO 2

TO USAF/AETC- LUK-3-03-002

LUKE AIR FORCE BASE

THIS AGREEMENT, made and entered into this date by and between Luke AFB and The City of Phoenix

whose address is 2441 S. 22 nd. Ave
Phoenix, AZ 85009

hereinafter called the **GRANTEE**, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above License USAF/AETC-LUK-3-03-002

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Remains no-cost. is amended, effective 15 January 2010, as follows:

This Supplemental Agreement No. 2, Upgrades the Emergency Communication System and extends the term of this license for five (5) years. The ending date will be 14 January 2015. The Emergency Communication System is located on bldg 969, Luke's south water tower, on Super Saber St. They are replacing 5 antennas on the water tower with 7 new antennas. This will result in a 1 pound decrease of weight on the tower. Structural Engineers have approved this as structurally safe. This jointly used emergency system upgrade, increases communication capabilities for Luke and the City of Phoenix by adding communication availability from between 14-19 cities.

A waiver of exemption was approved by AFRPA in 2003, this remains in place for this extension. Ms Quick, HQ AETC/A7CAI, 9 July 09, noted that since the Emergency System License was already approved by AETC, this action can be executed by Luke's wing commander.

All other terms and conditions of the License LUK-3-03-002 shall remain in force and effect.

IN WITNESS WHEREOF the parties subscribed their names as of the above date.

CITY OF PHOENIX, a municipal corporation,
DAVID CAVAZOS, City Manager

By Charles T. Thompson 12/21/09
(Signature/Date)

Charles T. Thompson, Chief Information Officer

Manager, Public Works Land & R/W Division

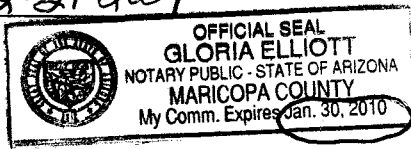
(Official Title)

2801 West Durango Street
Phoenix, AZ 85009

(Official Address)

IN THE PRESENCE OF

Gloria Elliott 12-21-2009
(Signature/Date)



(Official Title)

2801 West Durango Street
Phoenix, AZ 85009

(Official Address)

UNITED STATES OF AMERICA

By Kurt F. Neubaer 17 Dec 09
(Signature/Date)

KURT F. NEUBAUER
Brigadier General, USAF

Commander, 56 Fighter Wing

(Official Title)

14185 West Falcon Street
Luke AFB, Arizona 85309-1629

(Official Address)