

Space above this line for recorder's use only

**AMENDMENT No. 001 TO SUPPLEMENT AGREEMENT No. 001
Between MARICOPA COUNTY (Agreement C 76 02 019 2 03)
And CITY OF PHOENIX (Agreement 90036)-S 1 - 0 0 1**

Pursuant to Intergovernmental Telecommunications Facilities Sharing Agreement No. 90036 and C 76 02 019 2 03 ("Agreement") entered into as of the 1st day of February, 2002 (the "Effective Date"), the CITY OF PHOENIX and MARICOPA COUNTY enter into this site-specific agreement which shall be Amendment No. 1 to Supplement No. 1.

SITE: White Tanks, west facility, located at Lat. 33-34-31.2 Long. 112-34-41.6. Maricopa County, the communications site owner, grants Phoenix the permission to use the existing site and tower for the installation of the following radio transmitters, receivers, antennas and associated equipment identified in the paragraph titled "Installation" below.

All power, air conditioning, lighting, telephone facilities, et cetera shall be provided by Maricopa County as required by Phoenix. Required building penetrations, cost for installation and maintenance of the City of Phoenix's radio equipment shall be borne by Phoenix.

TOWER: Maricopa County grants Phoenix permission to occupy space on the existing tower belonging to Maricopa County at the White Tanks west facility. The attached drawing identifies all City of Phoenix antenna locations on this Tower. All work performed in installing antennas shall comply with good engineering and installation practices and building codes.

TERM: The term of the Supplement shall be coterminous with the underlying Agreement.

OPTION TO EXTEND: Agencies shall have the option to extend this site-specific agreement for one additional ten year term under the same terms and conditions as stated in this Supplement and in the Agreement and any intervening amendments thereof. Phoenix shall give Maricopa County written notice of its intentions to extend the terms of this Supplement at least ninety (90) days prior to the expiration of this Supplement.

TERMINATION: Maricopa County, as the owner of the communications facility may terminate this Supplement or use of the facility at any time by giving no less than 365 days written notice to Phoenix. Phoenix not owning the communications facility may terminate this Supplement at any time by giving no less than ninety (90) days written notice to Maricopa County. Unless sooner terminated, this Supplement and any extensions hereof shall automatically terminate upon termination of the Agreement

INSTALLATION (Ref Drawings, both attached): Phoenix shall occupy floor space for 3 racks of equipment in the White Tanks west facility consisting of:

- ◆ Three (3) Phoenix Fire Base Stations as follows:
 - Phoenix Fire 1, Frequency 154.190 MHz
 - Phoenix Fire 4, Frequency 154.280 MHz
 - Phoenix/Buckeye Fire Repeater, Frequency 154.085 MHz
- ◆ Two (2) Phoenix Fire Receivers as follows:
 - Phoenix Fire 9, Frequency 155.670 MHz
 - Phoenix Fire 10, Frequency 151.370 MHz
- ◆ One (1) Phoenix Fire Darcom Base Station, Frequency 952.74375 MHz
- ◆ One (1) Phoenix Microwave Radio, Frequency 6345.49 MHz
- ◆ One (1) Phoenix Water SCADA Station, Frequency 954-10625 MHz
- ◆ One (1) 10 ft., Microwave Antenna, two (2) Vhf Antennas and two (2) 900 MHz Antennas with associated accessories to be installed on the existing Maricopa County tower
- ◆ A Battery Plant with charging Unit

REMOVAL OF EQUIPMENT: Phoenix shall remove its property upon termination by either agency.

FREQUENCY PROTECTION: Phoenix shall be responsible for resolving interference problems generated by Phoenix owned equipment which affects existing frequencies employed by Maricopa County, and shall bear the cost of such resolution.

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

MAINTENANCE: Communications equipment installed at the site shall be maintained by the owner of the equipment. Maricopa County shall provide unescorted 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 service shall be coordinated between the agencies prior to the start of work. Service interruptions shall be kept to an absolute minimum.

IN WITNESS WHEREOF, the parties have executed this Supplement Amendment on the date last written below.

MARICOPA COUNTY

By: May W Wilson
Name
Title: CHAIRMAN BOARD OF SUPERVISORS
Date: AUG 28 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 Maricopa County under the laws of the State of Arizona.

Roberto Pulver
County Attorney
Date: August 10, 2009

ATTEST: Janet Clark
Clerk of the Board 072209

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

By: Charles T. Thompson
Charles T. Thompson
Chief Information Officer
Date: 9-8-2009

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.

R.F. [Signature]
Acting City Attorney
Date: 9-10-09

ATTEST: David Paniagua
City Clerk



CITY CLERK DEPT.
2009 SEP 14 PM 3:16