

90036 - SUPP-2
SUPPLEMENT AGREEMENT NO. 2
BETWEEN
CITY OF PHOENIX
AND
MARICOPA COUNTY
FOR SHARING OF COMMUNICATIONS FACILITIES

C-11-02-019-2

Pursuant to Intergovernmental Telecommunications Facilities Sharing Agreement No. 90036 ("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 Supplement No. 2 ("Supplement") to the Agreement.

SITE:

Goodyear Police Station located at 119 N. Litchfield Road, Goodyear, Arizona 85338. Phoenix, the communications site owner, grants Maricopa County the permission to use the existing site and tower for the installation of a Low Band radio transceiver, antenna and associated equipment. All power, air conditioning, lighting, required building penetrations, telephone facilities, et cetera shall be coordinated with the City of Goodyear as required by the agreement between Phoenix and Goodyear. The costs for installing this equipment shall be borne by Maricopa County.

TOWER:

Phoenix grants Maricopa County permission to install a single antenna on the existing tower belonging to Phoenix at the Goodyear Police Station. All work performed in installing the Antenna shall comply with good engineering and installation practices and building codes.

TERM:

The term of this 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. MARICOPA COUNTY shall give PHOENIX 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:

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

INSTALLATION:

MARICOPA COUNTY shall install one Low Band 47.66 MHz radio at the PHOENIX communications facility located at the GOODYEAR Police Station and one antenna with associated accessories, to be installed on the existing tower.

MARICOPA COUNTY shall bear the costs associated with this installation.

REMOVAL OF EQUIPMENT:

MARICOPA COUNTY shall remove its property upon termination by either agency.

FREQUENCY PROTECTION:

MARICOPA COUNTY shall be responsible for resolving interference problems generated by MARICOPA COUNTY owned equipment which affect existing frequencies employed by PHOENIX, and shall bear the cost of such resolution.

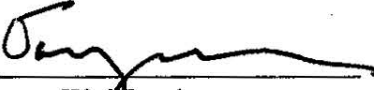
MAINTENANCE:


Communications equipment installed at the site shall be maintained by the owner of the equipment. PHOENIX shall provide unescorted access to the site by MARICOPA COUNTY 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 on the date last written below.

City of Phoenix, a municipal corporation
Frank Fairbanks, City Manager

Maricopa County

By: 
Danny W. Murphy
Chief Information Officer

By: 
Don Stapley
Chairman of the Board of Supervisors

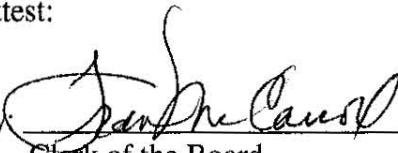
Date: 4/17/02

Date: 4/3/02

Attest:

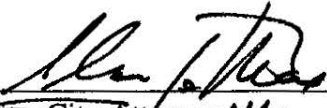
Attest:


By: 
City Clerk

By: 
Clerk of the Board

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.

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.


Acting City Attorney *MS*


County Attorney

Date: _____

Date: 3/27/02

CITY CLERK DEPT.
2002 APR 24 PM 4: 25