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CAPTION HEADING: SUPPLEMENT AGREEMENT 100016-SUP-003

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SUPPLEMENTAL AGREEMENT NO. 3
TO
INTERGOVERNMENTAL TELECOMMUNICATIONS FACILITIES SHARING AGREEMENT
IGA No. 100016
Between CITY OF PHOENIX and CITY OF PEORIA
FOR SHARING OF COMMUNICATIONS FACILITIES

Pursuant to Intergovernmental Telecommunications Facilities Sharing Agreement No. 100016, ("Sharing Agreement") entered into as of the 1st day of July 2002, the CITY OF PHOENIX ("Phoenix") and CITY OF PEORIA ("Peoria") (collectively "Parties") enter into this Supplemental Agreement No. 3 to the Sharing Agreement. This Supplemental Agreement No. 3 shall be effective on the latter of the two dates that it is signed by the Parties.

1. SITE:

- 1.1. Waddell Dam located at Lake Pleasant (Lat. 33-50-48.5 N, Long. 112-16-40.8 W). Phoenix, the property owner, grants Peoria permission to use the existing property for the installation of 700/800 MHZ Trunked Radio Network transmitters, receivers, antennas and associated equipment identified in the Motorola Detailed Design documents for this site.

Phoenix owns a 12' x 28' communications equipment building and 80' Monopole at this location. This building and tower is managed and maintained by Phoenix. Phoenix will provide Peoria rack space and utilities for their equipment. Phoenix will also provide Emergency Generator power to service the communications equipment building in the event of a commercial power outage. Electro-mechanical and HVAC equipment at this location shall be managed and maintained by Phoenix.

2. FREQUENCY USE:

Frequency Licensing: As stipulated in the Sharing Agreement each Party is responsible for the proper licensing of operating frequencies utilized at this site with the Federal Communications Commission (FCC).

2.1. Frequency Protection:

- 2.1.1. Phoenix shall be responsible for resolving interference problems generated by Phoenix-owned equipment which affects existing frequencies employed by Peoria, and shall bear the cost of such resolution.
- 2.1.2. Peoria shall be responsible for resolving interference problems generated by Peoria-owned equipment which affect frequencies employed by Phoenix, and shall bear the cost of such resolution.
- 2.1.3. Phoenix and Peoria shall ensure that they are operating telecommunications equipment at this site in compliance with current licenses issued by the Federal Communications Commission (FCC). In the event that interference issues arise with either Parties equipment and it is determined that the interfering Party is in compliance with their FCC license then both Parties will cooperate and work together to equitably resolve the problem per established FCC guidelines.

2.2. Frequency Assignment:

Phoenix (Regional Wireless Cooperative (RWC): The Waddell Dam, Lake Pleasant Communications Site is an integral part of the 700/800 MHz Trunked Radio Network as a "Simulcast E Site". The addition of Peoria equipment will be part of a new "Simulcast G" subsystem to the Regional Wireless Cooperative (RWC) Network. The site will consist of 700/800 Voice Channel assignments and Microwave Frequencies as described in Engineering Application & Frequency Plan outlined in the approved Motorola Detailed design frequency assignment plan. All FCC Licenses will be maintained by Phoenix on behalf of the RWC and copies are available upon request.

3. EQUIPMENT INSTALLATION:

- 3.1. Phoenix & Peoria will, at their own cost, construct their own facilities and install their own equipment in the communications equipment building in accordance with the Motorola Detailed Design package for this site. Copies of as-built drawings will be made available upon request.

4. MAINTENANCE:

- 4.1. Facility: The facility (building, generator, tower) and Communications equipment installed at the site shall be managed and maintained by Phoenix on behalf of the RWC. Phoenix shall provide 24 hr/day access to the site by Peoria personnel as necessary.
- 4.2. RWC Network: All RWC equipment, including backhaul systems, shall be maintained by Phoenix on behalf of the RWC Maintenance shall include Scheduled (Preventive) and Unscheduled (Corrective) maintenance.
- 4.3. General: All maintenance, whether that performed by Phoenix on the facility and RWC equipment or that performed by Peoria on their equipment, shall be coordinated between the Parties prior to the start of work if such maintenance may affect the other agency's equipment or network systems. Because the RWC supports Public Safety Operations, the Parties shall make best efforts to keep network service interruptions to an absolute minimum.

All other terms and conditions of the Sharing Agreement remain unchanged.

IN WITNESS WHEREOF, the Parties have executed this Supplemental Agreement No. 3 on the dates indicated below.

CITY OF PHOENIX, a municipal corporation
Frank A. Fairbanks, City Manager

By: *Charles T. Thompson*
Charles T. Thompson
Chief Information Officer

Date: 3-16-09

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

ACTING
R.F.

William Boas
City Attorney

Date: 3/20/09

ATTEST:
Mario Paniago
City Clerk



CITY OF PEORIA, a municipal corporation
Carl Swenson, City Manager

By: *Carl Swenson*

Date: 3/5/09

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 Peoria under the laws of the State of Arizona

Stefan M. Kemp
City Attorney

Date: 4 March 2009

ATTEST:
Mary Kiey
City Clerk

