

**SUPPLEMENT AGREEMENT NO. 2 – Amendment 1
CITY OF PHOENIX INTERGOVERNMENTAL AGREEMENT 100502 AND
CITY OF TEMPE AGREEMENT C99-238A
FOR SHARING OF COMMUNICATIONS FACILITIES**

Pursuant to Intergovernmental Telecommunications Facilities Sharing Agreement No. 100502 & C99-238A ("Sharing Agreement") entered into as of the 1st day of June 2002, the CITY OF PHOENIX and CITY OF TEMPE enter into this site-specific agreement which shall be a Supplement No. 2 - Amendment 1 ("Supplement") to the Sharing Agreement.

1. SITE

- 1.1. Bell Butte, located at 1705 W. Broadway Rd, Tempe Arizona 85281 (Lat. 33-24-24, Long. 111-58-00). The City of Tempe, the property lessor (under Agreement No. C91-03 and C91-03A), grants Phoenix permission to use the existing property for the installation of 700/800 MHZ Trunked Radio Network transmitters, receivers, antennas and associated equipment identified in this supplement and Motorola's Detailed Design documents for this site. City of Tempe grants Phoenix permission to construct a 12' x 24' communications equipment building. This building will be managed and maintained by the City of Phoenix. Phoenix will also provide Emergency Generator to service the communications equipment building in the event of a commercial power outage. Electro-mechanical and HVAC equipment installed to service the new communications equipment building shall be managed and maintained 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).
- 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 Tempe, and shall bear the cost of such resolution.
- 2.2.2. Tempe shall be responsible for resolving interference problems generated by Tempe owned equipment which affect frequencies employed by Phoenix, and shall bear the cost of such resolution.
- 2.2.3. Phoenix and Tempe 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.
- 2.3. Frequency Assignment:
- 2.3.1. Phoenix
- 2.3.1.1. The Tempe Bell Butte facility site is an integral part of the 700/800 MHz Trunked Radio Network as a "Simulcast F" site. The site will consist of 700/800 Voice Channel assignments and four Microwave Frequencies as outlined in Motorola Detailed design frequency assignment plan.

3. EQUIPMENT INSTALLATION

- 3.1. Phoenix will install PRWN communications equipment in accordance with the Motorola Detailed Design package for this site. This design package is available upon request.
- 3.2. Phoenix currently utilizes conventional equipment at this site as outlined below. Much of this equipment may be removed after the Phoenix Fire Department transitions to PRWN. A complete list of equipment to be removed will be provided to Tempe once the removal list is finalized after the Fire Transition.
- 3.2.1. Conventional channels currently in use by Phoenix are as follows
- ◆ Two (2) Phoenix Fire Radio Base Stations as follows:
 - Phoenix Fire 7, Frequency 154.145 MHz

- Phoenix Fire 8, Frequency 153.770 MHz
- ◆ Two VHF antennas with associated accessories, installed on the existing antenna mounting structure.

- 4. MAINTENANCE:** The facility (building, generator, tower) and Communications equipment installed at the site shall be managed and maintained by Phoenix. Tempe shall provide 24 hr/day 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.
- 5. REMOVAL OF EQUIPMENT:** Phoenix will remove all Phoenix owned facilities and equipment from Tempe property and return the property to its original condition upon termination of this agreement by either agency.
- 6. TERM:** This Agreement's term will align with Tempe's lease of this property. Unless and until such lease is extended, this agreement will terminate on August 30, 2011. In the event Tempe's lease of this property is extended, and IGA 100502/C99-238A is also extended, then this Agreement's term will end on May 31, 2012. Upon mutual written agreement by the parties, the term of this Agreement can be extended to align with any future amendments to IGA100502/C99-328A.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement 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: 2-25-2008

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.

Morgan Pedersen

ACTING City Attorney

RE.

Date: [Signature]

ATTEST:

Carla Meyer
City Clerk

ACTING



CITY OF TEMPE, a municipal corporation
Hugh Hallman, Mayor

By: [Signature]
Name & Title: Hugh Hallman, Mayor

Date: February 7, 2008

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 Tempe under the laws of the State of Arizona.

Andrew B. Clig

City Attorney

Date: February 7, 2008

ATTEST:

[Signature]
City Clerk