

98439-003

DPS CONTRACT NO. 2002-0805 3

**SITE-SPECIFIC AMENDMENT No. 3
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA, DEPARTMENT OF PUBLIC SAFETY
(DPS Contract No. 2002-080, AG Contract No. KR2-0579TRN)
AND
THE CITY OF PHOENIX, INFORMATION TECHNOLOGY DEPARTMENT
(Agreement No. 98439)**

ADPS Site: Towers Mountain

Site-Specific Supplemental Agreement

This Site-Specific Supplemental Agreement Number 3 is made by and between "City of Phoenix" ("Phoenix"), and the State of Arizona, Department of Public Safety, a branch of the Arizona state government ("AZDPS"), referred to collectively as "Parties", pursuant to the Intergovernmental Agreement entered into by the parties dated June 3, 2002.

Terms and Conditions of use: The parties agree to the following:

The Parties agree to cooperatively develop a new AZDPS communications site on Towers Mountain located in the Bradshaw Mountains near Crown King, Arizona. This communications site, consisting of an existing 160' tower, and requires a new building to be constructed on Forest Service land permitted to AZDPS. The City of Phoenix agrees to provide engineering and civil construction services for the project in exchange for equipment rack and tower space. AZDPS will own, manage, and maintain the new communications site.

AZDPS agrees to provide sufficient floor space in the new communications building to accommodate Phoenix's equipment (Five 19" equipment rack spaces). Phoenix's equipment will be powered by a shared site battery backup system provided by AZDPS located in the new communications building. In addition, AZDPS agrees to provide sufficient tower space to accommodate Phoenix's antennas (four 700 MHz collinear antennas). ADPS will supply T1 connectivity to support the trunked radio system to a co-located AZDPS/City of Phoenix facility. Any additional future expansion would be subject to space availability and would be negotiated with AZDPS.

The City of Phoenix agrees to be a member of and abide by the rules and regulations established by the Towers Mountain Improvement Association when established. Likewise, the Arizona Department of Public Safety agrees to remain a member in good standing of said Improvement Association. In addition, AZDPS agrees to maintain the new communications facility in good working order.

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).

Frequency Protection:

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

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DPS shall be responsible for resolving interference problems generated by DPS-owned equipment which affect frequencies employed by Phoenix, and shall bear the cost of such resolution.

Phoenix and DPS shall ensure that they are operating telecommunications equipment at this site in compliance with current licenses issued by the Federal Communications Commission (FCC). All FCC licenses shall be posted at the site as required by the Forest Service. In the event that interference issues arise with either Party's 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.

Frequency Assignment:

Phoenix (Regional Wireless Cooperative (RWC)): The Towers Mountain Site is an integral part of the 700/800 MHz Trunked Radio Network as a stand alone Intelli-repeater Site which will support both wide area communications and provide backup voice communications in the event of a wide area trunk system outage. The site will consist of ten (10) 700 MHz Voice Channel assignments Frequencies as described in Engineering Application & Frequency Plan outlined in the approved Motorola Detailed design frequency assignment plan. All FCC Licenses for frequencies that are part of the RWC will be maintained by Phoenix on behalf of the RWC and copies are available upon request.

To ensure compatibility, AZDPS agrees to provide frequency information to existing users at the site when new tenants are considered. This information will allow existing users to evaluate whether the proposed use is compatible with existing equipment at the site. AZDPS agrees not to approve new users at the site if, after an engineering analysis, a potential user's equipment appears to be incompatible. In the event a tenant is approved but causes interference to other users at the site, AZDPS will require the new tenant to resolve the interference or cease operation.

Site Construction:

To begin the development of this new communications site, Phoenix agrees to provide funding and expertise to produce the documents (engineering drawings and specifications) required to obtain the necessary building permit. Working with AZDPS and the Phoenix Information Technology Services and Phoenix Development Services Department will manage the civil engineering design, acquisition of services, and document development for the shared site. The completed document package will include site plans, engineering calculations, building drawings including electrical and mechanical details, and any other documents required for a complete document package.

AZDPS agrees to work with City of Phoenix and provide information and requirements as needed to successfully develop the site documents. Upon completion of the document package, AZDPS and Phoenix will submit the package to the Yavapai County Planning Department and obtain any necessary building permits.

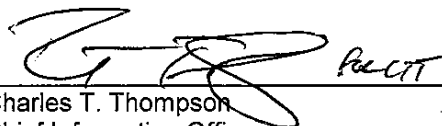
Phoenix and AZDPS agree that the costs for civil engineering, civil site work, and building structure and new Generator incurred by Phoenix constitute Phoenix's contribution to the joint project. In exchange, AZDPS agrees to provide the previously described equipment rack and tower space; and, fund procurement and construction of the new communications tower. Phoenix agrees to fund the building construction which is designated for the Phoenix High Site project through Phoenix's current public safety PSIC grant.

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When building permits are obtained, Phoenix agrees to begin construction of the new building within the calendar year. After construction begins, Phoenix agrees to make every effort to ensure construction is completed within six months depending on funding availability.

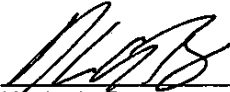
Phoenix and AZDPS agree that the term of this Site-Specific Supplemental will be governed by the Site-Sharing Intergovernmental Agreement entered into by the Parties dated June 3, 2002. Should the Parties decide to cancel this particular Site-Specific Supplemental, then the cancellation shall follow the process defined in the Site-Sharing Intergovernmental Agreement.

City of Phoenix, a municipal corporation
David Cavazos, City Manager


Charles T. Thompson
Chief Information Officer

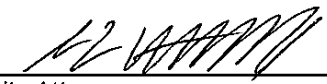
Date: 9/10/10

State of Arizona, Department of Public Safety


Kevin A. Rogers
AZDPS Wireless Systems Bureau Manager

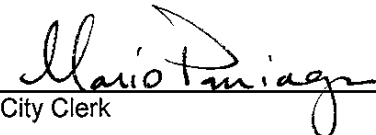
Date: 9/14/10


APPROVED AS TO FORM:


ACTING City Attorney
R.F.

Date: _____

ATTEST:


City Clerk

 8/16/10
Assistant Attorney General
Approved as to Form



CITY CLERK DEPT.
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