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ELECTRONIC RECORDING (5 pages)

CAPTION HEADING: INTERGOVERNMENTAL AGREEMENT 101007-SUP-002

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**SUPPLEMENTAL AGREEMENT NO. 2 TO INTERGOVERNMENTAL
AGREEMENT NUMBER 101007
BETWEEN THE CITY OF PHOENIX AND
GILA RIVER INDIAN COMMUNITY
FOR SHARING OF COMMUNICATIONS FACILITIES**

Pursuant to Intergovernmental Telecommunications Facilities Sharing Agreement No. 101007 ("Sharing Agreement") entered into as of the 25th day of August, 2003, and Supplemental Agreement No. 1 effective August 25, 2003, the CITY OF PHOENIX ("PHOENIX") and the GILA RIVER INDIAN COMMUNITY (the "COMMUNITY") enter into this Site-Specific Supplemental Agreement which shall be a supplement ("SUPPLEMENT NO. 2") to the Sharing Agreement.

1. SITE:

GILA RIVER INDIAN COMMUNITY operates a communications facility in Sacaton, Arizona located at the following coordinates: Lat. 33-00-07.5 north; Long. 111-40-27.6 west, with the following street address: 13471 North Tower Road, Building #9, Sacaton, AZ 85147. The COMMUNITY, the communications site owner, grants PHOENIX the permission to use the existing site and tower for the installation of the radio transmitters, receivers, antennas and associated equipment identified in the paragraph titled "*Installation*" below.

All commercial power, lighting, telephone facilities, et cetera, shall be provided by the COMMUNITY. PHOENIX shall be responsible for the cost of rebuilding/remodeling the communications shelter, strengthening the existing COMMUNITY owned tower, installing a new generator and associated Electrical and HVAC equipment. The COMMUNITY shall be responsible to maintain the building. Phoenix will be responsible for the maintenance of the Generator and associated Electrical equipment and HVAC systems. PHOENIX shall be responsible for the installation and maintenance of the PHOENIX radio equipment.

PHOENIX will provide microwave services, including installation of microwave channel bank equipment, for PHOENIX use between Sacaton and South Mountain.

2. TOWER:

The COMMUNITY grants PHOENIX permission to mount their antennas on the COMMUNITY'S Tower at the Sacaton Facility. All work performed in installing antennas shall comply with good engineering and installation practices and building codes.

4. TERM:

The term of this SUPPLEMENT NO. 2 shall be coterminous with Section 8 of the underlying Sharing Agreement.

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5. OPTION TO EXTEND:

Upon exercise of the option to extend under the Sharing Agreement, this SUPPLEMENT NO. 2 will automatically extend contemporaneously for the additional ten year term unless either party terminates this SUPPLEMENT NO. 2 agreement per the Termination clauses contained herein. This SUPPLEMENT NO. 2 shall not extend beyond the term of the Sharing Agreement.

6. TERMINATION:

The COMMUNITY, as the owner of the communications facility, may terminate this SUPPLEMENT NO. 2 or use of the facility at any time by giving no less than 180 days' written notice to PHOENIX. PHOENIX not owning the communications facility may terminate this SUPPLEMENT NO. 2 at any time by giving no less than ninety (90) days' written notice to the COMMUNITY. Unless sooner terminated, this SUPPLEMENT NO. 2 and any extensions hereof shall automatically terminate upon termination of the Sharing Agreement.

7. INSTALLATION: Equipment installation drawings are attached which depict the antenna locations on the tower and RWC Racks being installed in the new facility.

PHOENIX shall occupy floor space for 7 racks of equipment in the Sacaton Facility consisting of:

- ◆ Ten (10) Base Stations in two racks as follows (Call sign WQLU440):
 - ◆ Tx Frequency 773.468750
 - ◆ Tx Frequency 774.218750
 - ◆ Tx Frequency 774.468750
 - ◆ Tx Frequency 774.718750
 - ◆ Tx Frequency 772.468750
 - ◆ Tx Frequency 772.006250
 - ◆ Tx Frequency 773.718750
 - ◆ Tx Frequency 773.218750
 - ◆ Tx Frequency 771.756250
 - ◆ Tx Frequency 772.718750
- ◆ One Rack of Batteries
- ◆ Two Racks of Microwave Equipment:
 - ◆ Frequency 6.8 Ghz, Call Sign WQLV759
- ◆ D/C Rectifier equipment
- ◆ Combining and channel bank equipment.

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8. FREQUENCY USE:

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

9. FREQUENCY PROTECTION:

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

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

10. REMOVAL OF EQUIPMENT:

PHOENIX will remove all PHOENIX owned facilities and equipment from COMMUNITY property and return the property to its original condition upon termination of this agreement by either agency. Any cost incurred for said removal and/or restoration shall be borne solely by PHOENIX.

11. COMMUNICATIONS EQUIPMENT MAINTENANCE:

Communications equipment installed at the site shall be maintained by the owner of the equipment. COMMUNITY 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.

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This SUPPLEMENT NO. 2 shall become effective: May 4, 2011.

CITY OF PHOENIX
An Arizona municipal corporation
David Cavazos, City Manager

By: Charles Thompson
Charles Thompson
Chief Information Officer

Date: 5/17/11

In accordance with A. R. S. Section 11-952
this Supplement No. 2 has been reviewed by
the undersigned attorney who has
determined that this Supplement No. 2 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 City Attorney
R.F.

Date: 5/10/11

ATTEST:

ACTING C. Meyer
City Clerk

GILA RIVER INDIAN COMMUNITY
A sovereign Indian Nation
Honorable William R. Rhodes, Governor

And
By: W.R. Rhodes

Date: 6-1-11

This Agreement has been reviewed by the
undersigned attorney who has determined
that this Supplement No. 2 is in proper form
and within the powers and authority granted
to the Community under the laws of the Gila
River Indian Community.

Linus Everling
Linus Everling, General Counsel

Date: 5/27/2011

ATTEST:

Linda Andrews
Community Council Secretary



CITY CLERK DEPT.
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