

RECORDING REQUESTED BY

City of Phoenix, City Clerk
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Phoenix, AZ 85003

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**SUPPLEMENTAL AGREEMENT NO. 4 – Amendment 1
TO AGREEMENT NO. 100016 - *SU4-001*
BETWEEN THE CITY OF PHOENIX
AND
THE CITY OF PEORIA
FOR SHARING OF COMMUNICATIONS FACILITIES**

Pursuant to Intergovernmental Telecommunications Facilities Sharing Agreement No. 100016 ("Agreement") entered into as of the 1st day of July, 2002, (the "Effective Date"), the CITY OF PHOENIX and the CITY OF PEORIA now desire to enter into this Amendment 1 to the site-specific agreement Supplement No. 1 ("Supplement") to the Sharing Agreement.

Section 2.2, Frequency Assignment, has been deleted in its entirety and replaced with the following:

2.2. Frequency Assignment

2.2.1 Phoenix (Regional Wireless Cooperative (RWC)): The Quintero site is an integral part of the 700/800 MHz Trunked Radio Network which is part of the "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.

2.2.2 Phoenix Fire VHF: The Quintero site is an integral part of the Fire Automatic Aid consortium, VHF radio system. This site will utilize the following frequencies:

VHF RECEIVERS:

<u>Channel</u>	<u>Frequency</u>	<u>Channel</u>	<u>Frequency</u>	<u>Channel</u>	<u>Frequency</u>
A1	154.190	A2	154.250	A3	154.070

VHF BASE STATIONS:

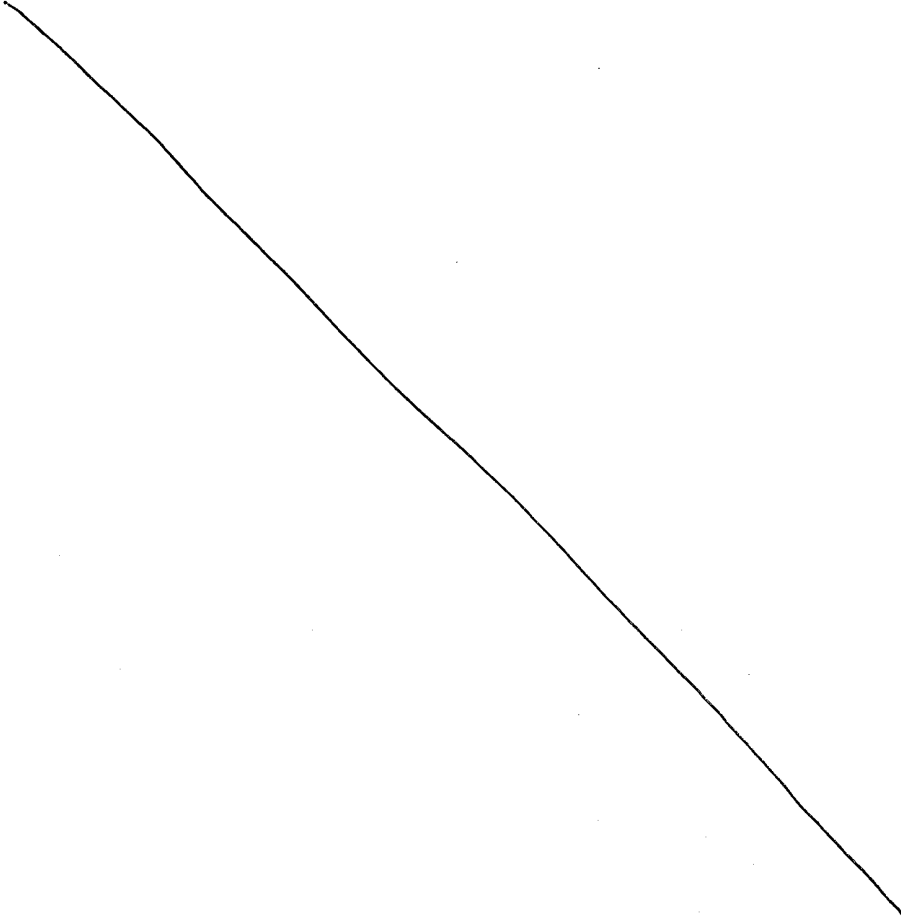
<u>Channel</u>	<u>Frequency</u>	<u>Channel</u>	<u>Frequency</u>
A6	154.310	A9	155.670

Section 4.2, RWC Network, has been deleted in its entirety and replaced with the following:

4.2. RWC Network and Fire VHF System: All RWC and Fire VHF equipment, including backhaul systems, shall be maintained by Phoenix on behalf of the RWC and Fire.

Maintenance shall include Scheduled (Preventive) and Unscheduled (Corrective) maintenance.

All other terms and conditions remain unchanged.



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IN WITNESS WHEREOF, the parties have executed this Amendment 1 on the last date written below.

CITY OF PHOENIX, a municipal corporation,
David Cavazos, City Manager

By: *David Felix*
David Felix
Assistant Chief Information Officer
RWC Executive Director

Date: 5/25/2012

In accordance with A.R.S. Sec. 11-952 this Amendment has been reviewed by the undersigned attorney who has determined that this Amendment is in proper form and within the powers and authority granted to the City of Phoenix under the laws of the State of Arizona.

[Signature]
Acting City Attorney
R.F.

Date: 5/31/12

ATTEST:

C. Meyer
City Clerk

CITY OF PEORIA, a municipal corporation,

By: *Susan Thope*
Carl Swenson
Title: City Manager

Date: 5/16/12

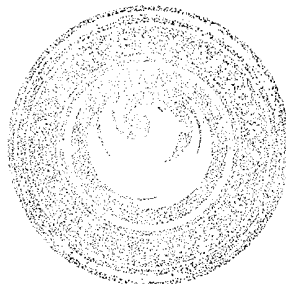
In accordance with A.R.S. Sec. 11-952 this Amendment has been reviewed by the undersigned attorney who has determined that this Amendment is in proper form and within the powers and authority granted to the City of Peoria under the laws of the State of Arizona.

Stephen J. Buehler
City Attorney

Date: 5-16-12

ATTEST:

Wanda Nebo
City Clerk



[Signature]
CITY CLERK DEPT.
2012 MAY 31 AM 2:58