

**INTERGOVERNMENTAL AGREEMENT NO. 101746- AMENDMENT NO. 01
BETWEEN THE CITY OF PHOENIX
AND
THE CITY OF CHANDLER
FOR SHARING OF TELECOMMUNICATIONS COMMUNICATIONS FACILITIES**

This Amendment No. 001 ("AMENDMENT") is made and entered into by and between the City of Phoenix ("PHOENIX") and the City of Chandler ("CHANDLER"), when referenced together referred to as the "AGENCIES".

RECITALS

- A. PHOENIX and CHANDLER have the power to execute intergovernmental agreements pursuant to A.R.S. Section 11-952.
- B. PHOENIX has the power to execute intergovernmental agreements pursuant to Phoenix City Charter.
- C. CHANDLER has the power to execute intergovernmental agreements pursuant to Chandler City Charter
- D. On June 1, 2002, the AGENCIES entered into Intergovernmental Agreement No. 101746.
- E. By way of this AMENDMENT, the AGENCIES wish to extend the Term of the Agreement, and revise certain notice provisions.

NOW THEREFORE, it is agreed by and between parties as follows:

AMENDMENTS

- 1. **Section 3** of this AGREEMENT is ~~deleted in its entirety~~ and replaced with the following Section 3:
 - 3. **Site-Specific Supplemental Agreement.** Whenever an AGENCY desire to share telecommunications facilities owned by another AGENCY, such AGENCY shall give the other written notification specifying the site and the character of the equipment which the requesting AGENCY desires to install at the site. If the other AGENCY accepts the request, the AGENCIES shall then enter into a Site-Specific Supplemental Agreement which shall set forth all relevant terms and conditions with respect to the site. Each of the Site-Specific Supplemental Agreements shall make reference to this AGREEMENT and become supplements to this AGREEMENT. Amendments of this AGREEMENT, in accordance with Sections 3 and 9 shall automatically and without any further act of the participating AGENCIES modify any Site-Specific Supplemental Agreements which have been duly approved between the AGENCIES in accordance with this AGREEMENT. The AGENCIES will cooperate with each other in obtaining any necessary consents or right-of-way should the underlying ownership to the site be other than one of the AGENCIES who are parties to the Site-Specific Supplemental Agreement. Notwithstanding the preceding sentence, the cooperation of the AGENCY allowing the sharing of telecommunications facilities shall be non-monetary cooperation and any costs for acquisition of right-of-way or consents shall be the responsibility of the requesting AGENCY.
- 2. In Section 8 of the Agreement, the Term is extended for an additional period of ten (10) years beginning June 1, 2012 and ending at 11:59 p.m. on May 31, 2022.

3. **Section 9** of this AGREEMENT is deleted in its entirety and replaced with the following Section 9:

9. **Option to Extend.** This AGREEMENT may be renewed for one additional ten (10) year term under the same terms and conditions as stated in this AGREEMENT or as set forth in any intervening amendments thereof. By extending this AGREEMENT, in the manner set forth herein and by the approval of each AGENCY'S governing body, such extension shall extend and modify any supplemental agreements that have been made between the same parties to this Agreement.

4. **Section 16** shall be deleted in its entirety.

5. In **Section 18** of the Agreement, notices intended for the City of Phoenix shall be addressed to the following and the Chandler Fire Chief will be added as an additional recipient of all notices:

Management Assistant I
City of Phoenix- Regional Wireless Cooperative
200 West Washington Street, 12th Floor
Phoenix, AZ 85003
Telephone: (602) 534-3781
Fax: (602) 534-3644

Chandler Fire Chief
Mail Stop 801
PO Box 4008
Chandler, AZ 85244-4008
Telephone: 480-782-2130
Fax: 480-782-2150

6. All other terms and conditions of the Agreement shall remain in full force and effect.

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

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

CITY OF CHANDLER, a municipal corporation

By: _____

David Felix
Assistant Chief Information Officer
RWC Executive Director

Date: 09/30/2012

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.

Phoenix City Attorney

ACTING Phoenix City Attorney

ATTEST:

City Clerk

By: _____

Mayor

Date: 09-14-2012

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 Chandler under the laws of the State of Arizona.

Chandler City Attorney

ATTEST:

City Clerk

