

EXHIBIT B

SHARED INFRASTRUCTURE AGREEMENT FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT

THIS SHARED INFRASTRUCTURE AGREEMENT ("Agreement") is made and entered into as of _____, 201__, ("Effective Date") by and between the City of Mesa, an Arizona municipal corporation, ("City"), and Mesa Unified School District #4, a political subdivision of the State of Arizona ("District"), and Maricopa County Community College District a political subdivision of the State of Arizona ("MCCCD"), pursuant to that certain First Amended and Restated Intergovernmental Agreement, between the City and District and MCCCD, dated June 21, 2012 ("First Amendment"). In accordance with the terms and conditions of the First Amendment, this Agreement authorizes the sharing of information technology infrastructure as described below. Except as provided in this Agreement, all provisions of the First Amendment shall remain unchanged.

1. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES.

- 1.1. The Parties agree to jointly utilize certain facilities located _____ as more particularly described in Exhibit _____, attached hereto and incorporated herein by this reference.
- 1.2. City hereby:
 - 1.2.1. Grants District and MCCCD use of _____ for _____ commencing on and ending _____.
 - 1.2.2. Retains ownership of any and all portion of _____ that it originally installed and paid for. Nothing in this Agreement shall be construed to convey ownership of any portion of City's _____ to District or MCCCD.
- 1.3. District hereby:
 - 1.3.1. Grants City and MCCCD use of _____ for _____ time period.
 - 1.3.2. Retains ownership of any and all portion of _____ that it originally installed and paid for. Nothing in this Agreement shall be construed to convey ownership of any portion of the District's _____ to City or MCCCD.
- 1.4. MCCCD hereby:
 - 1.4.1. Grants District and City use of _____ for _____ time period.
 - 1.4.2. Retains ownership of any and all portion of _____ that it originally installed and paid for. Nothing in this Agreement shall be construed to convey ownership of any portion of the MCCCD's _____ to District or City.
- 1.5. Additional Documents. The Parties agree to execute any and all documents necessary to carry out the purposes of this Agreement, including but not limited to documents evidencing the granting of easements providing construction access and the exchange of rights for the installation and maintenance of _____, which is the subject of this Agreement. All Parties may create and agree upon procedures necessary to accompany this Agreement to maximize operational effectiveness.
- 1.6. Construction Access. All work on any Party's property shall be coordinated with the other Party's(ies') staff prior to the start of construction. Security access procedures will apply.

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- 1.7. The terms and provisions of the First Amendment shall remain in full force and effect, which shall survive the execution of this Agreement.
2. MANNER OF FINANCING AGREEMENT. Each Party to this Agreement shall have the separate and independent responsibility of budgeting for and funding its own participation in this Agreement.
3. DURATION AND TERMINATION
 - 3.1. Duration of Agreement: This Agreement shall be in effect upon execution by all Parties to this Agreement and shall continue for _____ or until this Agreement is terminated pursuant to this Section 3, whichever occurs first.
 - 3.2. Termination on Notice: Either City or District or MCCCCD may terminate this Agreement for any or no reason by providing at least one hundred twenty (120) days written notice to the non-terminating Party of the intention to terminate. Such termination shall be effective one hundred twenty days after the date the termination notice is issued. Such termination shall not invalidate any executed easement that provides for the long-term use of any Party's(ies') conduit system.
 - 3.3. Termination for Cause: In the event of a material breach of any of the provisions of this Agreement, the non-defaulting Party may terminate this Agreement by delivering written notice to the defaulting Party specifically stating the nature of the breach. Upon being served with such notice, the defaulting Party shall have sixty (60) days from the date of the notice in which to cure said breach. If said breach has not been cured within this sixty (60) day time period after delivery of notice of the breach, this Agreement shall be deemed terminated without any further action of the non-defaulting Party.

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IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the Effective Date written above.

CITY OF MESA

ATTEST:

By: _____
Alex Deshuk
Its: Manager of Technology and Innovation

By: _____

APPROVED AS TO FORM; this Agreement is in proper form and is within the powers and authority granted to the City by the laws of this state.

City of Mesa Attorney

MESA UNIFIED SCHOOL DISTRICT NO. 4

ATTEST:

By: _____
Michael B. Cowan
Its: Superintendent

By: _____

APPROVED AS TO FORM; this Agreement is in proper form and is within the powers and authority granted to the District by the laws of this state.

General Counsel

**MARICOPA COUNTY COMMUNITY
COLLEGE DISTRICT**

ATTEST:

By: _____
Margaret E. McConnell
Its: Assistant General Counsel

By: _____

APPROVED AS TO FORM; this Agreement is in proper form and is within the powers and authority granted to MCCCCD by the laws of this state.

General Counsel