

Space above this line for Recorder's use only

**SITE SPECIFIC SUPPLEMENT NO. 002  
INTERGOVERNMENTAL AGREEMENT (IGA)  
FOR SHARING OF TELECOMMUNICATIONS FACILITIES AND NETWORK INFRASTRUCTURE  
BETWEEN  
THE CITY OF PHOENIX, IGA No. 133023 - 002  
AND  
THE TOWN OF BUCKEYE, IGA No. 2012-112**

This Site Specific Supplement 002 to Intergovernmental Agreement (IGA) No. 133023 and 2012-112, respectively, is made and entered into and is effective on the date of the last signature below ("Effective Date"), by and between the City of Phoenix, an Arizona municipal corporation (PHOENIX), and the Town of Buckeye, an Arizona municipal corporation (BUCKEYE). The parties are sometimes referred to jointly herein as "AGENCIES" and individually as "AGENCY." The AGENCIES enter into this Site Specific Supplement which shall be Supplement No. 002.

**1. SITE:**

- 1.1. Festival Ranch, 28016 West Sun Valley, Buckeye, Arizona 85323, (Lat 33 °, 93', 34" N, Long 112 °, 39', 39.17" W). BUCKEYE, the property sublessee, grants PHOENIX permission to use the existing property for the installation of Regional Wireless Cooperative (RWC) 700 MHz Transmitter/Receiver equipment, subject to the terms of the Site Sublease Agreement between BUCKEYE and Buckeye Communications, LLC. In addition, Buckeye grants Phoenix permission to install Phoenix Fire Department VHF Receiver equipment and associated equipment identified in this supplement.
- 1.2. BUCKEYE grants PHOENIX permission to occupy floor space for twelve (12) 19" equipment cabinets and two battery plant stacks in the new 12' x 24' communications equipment building per the Motorola detailed design drawings. BUCKEYE agrees to enter into an agreement with Buckeye Communications, LLC to allow PHOENIX to utilize the existing 110' commercial monopole owned by Buckeye Communications, LLC to install RWC and VHF antenna array. Electro-mechanical and HVAC equipment installed to service this communications equipment building shall be maintained by PHOENIX on behalf of the RWC.

2. **FACILITY OWNERSHIP:** BUCKEYE subleases this communications facility. If this agreement is ever terminated, PHOENIX shall be responsible to remove all its equipment and restore the property to its pre-existing condition as agreed upon by BUCKEYE.

**3. FREQUENCY USE:**

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

3.2. **Frequency Protection:**

- 3.2.1. PHOENIX shall be responsible for resolving interference problems generated by new PHOENIX-owned equipment which may affect existing frequencies employed by BUCKEYE, and shall bear the cost of such resolution. PHOENIX will not be responsible

---

for interference to BUCKEYE equipment from PHOENIX equipment that exists at the time any new BUCKEYE equipment is added. PHOENIX also agrees to work with BUCKEYE to resolve any potential interference problems between their respective systems.

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

3.2.3. PHOENIX and BUCKEYE shall ensure that they are operating telecommunications equipment at this site in compliance with current licenses issued by the Federal Communications Commission (FCC). In the event that interference issues arise with either AGENCY'S equipment and it is determined that the interfering party is in compliance with their FCC license then both AGENCIES will cooperate and work together to equitably resolve the problem per established FCC guidelines.

3.3. Equipment/Frequency Assignment:

3.3.1. The site will contain the following Transmitter/Receiver equipment:

VOICE CHANNELS:

RWC:

<u>Channel Number</u>	<u>Transmitter Frequency</u>
1	769.11875
2	769.61875
3	770.11875
4	770.61875
5	769.36875
6	769.86875
7	770.36875

Phoenix Fire VHF Receivers: *(No VHF Transmitters will be installed)*

<u>Channel Number</u>	<u>Receiver Frequency</u>
Fire A1	154.1900
Fire A2	154.2500
Fire A3	154.0700
Fire A6	154.3100
Fire A9	155.6700

4. REMOVAL OF EQUIPMENT: PHOENIX will remove all city/RWC-owned equipment from BUCKEYE property and return the property to its original condition upon termination of this agreement by either AGENCY.
5. MAINTENANCE: Communications equipment installed at the site shall be maintained in accordance with the attached Exhibit A. BUCKEYE shall provide reasonable 24 hr/day 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 equipment or network systems shall be coordinated between the agencies prior to the start of such work. Because this equipment supports Public Safety Operations, network service interruptions shall be kept to an absolute minimum.
6. COMPENSATION: BUCKEYE shall be reimbursed by the RWC for any agreed upon rental, utility or other related site expenses in support of the RWC.

7. **TERM:** The term of this SUPPLEMENT shall be coterminous with the underlying AGREEMENT.
8. **OPTION TO EXTEND:** This SUPPLEMENT will automatically renew upon the renewal of the underlying.
9. **TERMINATION:** BUCKEYE, as the sublessee of the communications facility may terminate this Supplement or use of the facility at any time by giving no less than 365 days written notice to PHOENIX. PHOENIX not owning the property on which BUCKEYE's communications facility is located, may terminate this Supplement at any time by giving no less than ninety (90) days written notice to BUCKEYE. Unless sooner terminated, this Supplement and any extensions hereof shall automatically terminate upon termination of the Basic Sharing Agreement.

**IN WITNESS WHEREOF,** the parties herein have caused this IGA Site Specific Supplement No. 002 to be executed in duplicate originals.

**TOWN OF BUCKEYE**, a municipal corporation  
Steven Cleveland, Town Manager

By: Steven Cleveland

Title: Town Manager

Date: April 23, 2012

**APPROVED AS TO FORM:**

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

Andrew R. [Signature]  
Town Attorney

**ATTEST:**

[Signature]  
Town Clerk

**CITY OF PHOENIX**, a municipal corporation  
DAVID CAVAZOS, City Manager

By: [Signature]

David A. Felix  
Assistant Chief Information Officer

Date: 5/08/2012

**APPROVED AS TO FORM:**

In accordance with A.R.S. Sec. 11-952, this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement 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.

**ATTEST:**

[Signature]  
City Clerk



[Signature]  
CITY CLERK DEPT.  
2012 MAY -9 PM 3:51

**EXHIBIT A**

<b>Buckeye - Festival Ranch: Action for Maintenance</b> (Last updated 2/8/2012)		
<b>Item</b>	<b>Action for RWC</b>	<b>Action for Member</b>
RF & Network Infrastructure	RWC to maintain equipment	
Microwave	N/A	N/A
HVAC	RWC to maintain equipment	Buckeye responsible for replacement
Generator	RWC to maintain equipment	Buckeye responsible for replacement
Tower & antennas	RWC to maintain antennas only	Lessor to maintain the tower
Building	RWC responsible for non-capital/real property maintenance	Buckeye responsible for all capital/real property maintenance
Pest Control	RWC responsible	
FM 200	RWC responsible	
Commercial Power		Buckeye responsible to make payments and reimburse expense from the RWC
Communications (T1's)	RWC responsible to manage T1 performance issues with the applicable vendor	Buckeye responsible to make payments and reimburse expense from the RWC
Insurance	RWC is responsible for insuring the equipment only	Buckeye responsible for insuring the real property
Equity	Not yet finalized; The intent is that the equipment will be part of the RWC and Buckeye will have the appropriate equity for same	