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**SITE SPECIFIC SUPPLEMENT NO. 003  
INTERGOVERNMENTAL AGREEMENT (IGA)  
FOR SHARING OF TELECOMMUNICATIONS FACILITIES  
BETWEEN  
THE CITY OF PHOENIX, IGA No. 71736  
AND**

**THE CITY OF GOODYEAR, IGA No. 95-PWCA-028 (KNA CON CX-0337-05)  
CON CX-0337-05-SU3**

This Site Specific Supplement No. 003 to Intergovernmental Agreement (IGA) 71736 and CON CX-0337-05, 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 City of Goodyear, an Arizona municipal corporation (GOODYEAR). PHOENIX AND GOODYEAR are sometimes referred to jointly herein as "AGENCIES" and individually as "AGENCY." The AGENCIES enter into this Site Specific Supplement No. 003 which shall be referred to "Supplement No. 003".

1. SITE: Rainbow Valley, 16699 South Rainbow Valley Road, Goodyear, Az. Latitude 33° 17' 42.0", Longitude 112° 26' 58.1" ("Site"). GOODYEAR, the property owner, grants PHOENIX permission to use the existing property for the installation of RWC and Fire Communications equipment.
2. SITE USE: GOODYEAR grants PHOENIX permission to occupy floor space for eight equipment cabinets in the existing communications equipment building. GOODYEAR also grants PHOENIX permission to utilize the existing 125' tower to install sufficient radio frequency antennas and microwave dish antennas as deemed necessary by the AGENCIES to support the RWC and Fire Communications equipment.
3. FACILITY OWNERSHIP: GOODYEAR owns and operates this communications facility.  
FREQUENCY USE:
  - 3.1. Frequency Licensing: 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 PHOENIX/RWC-owned equipment which may affect existing frequencies employed by GOODYEAR, and shall bear the cost of such resolution. PHOENIX will not be responsible for interference to GOODYEAR equipment from PHOENIX/RWC equipment that exists at the time any GOODYEAR equipment is added. PHOENIX also agrees to work with GOODYEAR to resolve any potential interference problems between their respective systems.
    - 3.2.2. GOODYEAR shall be responsible for resolving interference problems generated by GOODYEAR-owned equipment which may affect existing frequencies employed by PHOENIX, and shall bear the cost of such resolution.

3.2.3. PHOENIX and GOODYEAR 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:

3.31 The Goodyear Rainbow Valley site is a part of the RWC and Fire VHF networks. The following frequencies and associated electronic equipment will be deployed at this site.

3.31.1 Microwave Frequencies:

Call Sign	Frequency
WQOA321	10,795.0 MHz

3.31.2 RWC Frequencies:

Channel	Frequency
1	769.11875 MHz
2	769.36875 MHz
3	769.61875 MHz
4	769.86875 MHz
5	770.11875 MHz
6	770.36875 MHz
7	772.78125 MHz

3.31.3 Phoenix Fire Frequencies (Receivers Only):

Channel	Frequency
Fire A1	154.190 MHz
Fire A2	154.250 MHz
Fire A3	154.070 MHz
Fire A6	154.310 MHz
Fire A9	155.670 MHz

4. REMOVAL OF EQUIPMENT: PHOENIX will remove all PHOENIX/RWC-owned equipment from GOODYEAR property and restore the property to its pre-existing condition as agreed upon by GOODYEAR upon termination of this Supplement No. 3 and/or the IGA by either AGENCY.
5. MAINTENANCE: Communications equipment installed at the site shall be maintained in accordance with the attached **Exhibit A**. GOODYEAR shall provide reasonable 24 hr/day access to the site to 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.

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6. TERM: The term of this Supplement No. 3 shall be coterminous with the underlying IGA.
  7. OPTION TO EXTEND: This Supplement No. 3 will automatically renew upon the renewal of the underlying IGA.
  8. TERMINATION: GOODYEAR, as the owner of the communications facility may terminate this Supplement No. 3 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 GOODYEAR's communications facility is located, may terminate this Supplement No. 3 at any time by giving no less than 365 days written notice to GOODYEAR. Unless sooner terminated, this Supplement No. 3 and any extensions and amendments hereof shall automatically terminate upon termination of the IGA.

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IN WITNESS WHEREOF, the parties herein have caused this IGA Site Specific Supplement No. 003 to be executed in duplicate originals.

CITY OF GOODYEAR, an Arizona municipal corporation  
Brian Dalke, Interim City Manager

By: Brian Dalke  
Title: Interim City Manager  
Date: 9/24/12

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 Goodyear under the laws of the State of Arizona.

[Signature]  
City Attorney

ATTEST:

Maureen Scott  
City Clerk



CITY OF PHOENIX, an Arizona municipal corporation  
DAVID CAVAZOS, City Manager

By: David A. Felix  
David A. Felix  
Assistant Chief Information Officer  
Date: 10/02/2012

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



CITY CLERK REPORT  
2012 OCT -99 PM 11:33:58

**EXHIBIT A**

<b>Goodyear - Rainbow Valley: Action for Maintenance</b> (Last updated 4/18/12)		
<b>Item</b>	<b>Action for RWC</b>	<b>Action for Member</b>
RF & Network Infrastructure	RWC to maintain equipment	
Microwave	RWC to maintain equipment	
HVAC	RWC to maintain equipment	
Generator	RWC to maintain equipment	
Tower & antennas	RWC to maintain antennas only	Goodyear to maintain the tower since it may be leased to other users
Building	RWC responsible for non-capital/real property maintenance	Goodyear responsible for all capital/real property maintenance
Pest Control	RWC responsible	
FM 200	RWC responsible	
Commercial Power		Goodyear responsible to make payments and reimburse expense from the RWC
Communications (T1's)	RWC responsible to manage T1 performance issues with the applicable vendor	Goodyear responsible to make payments and reimburse expense from the RWC
Insurance	The owner of RWC equipment is responsible for insuring said equipment	Goodyear is responsible for insuring the real property
Equity	Still TBD; but current plans are for the equipment to be part of the RWC and Goodyear to have the appropriate equity for same	