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AMENDMENT NO. 2 TO SUPPLEMENT AGREEMENT NO. 2 TO IGA
INTERGOVERNMENTAL AGREEMENT (IGA)
FOR SHARING OF TELECOMMUNICATIONS FACILITIES
BETWEEN

THE CITY OF PHOENIX, IGA No. 71736-542-002
AND

THE CITY OF GOODYEAR, IGA No. 95-PWCA-028 (KNA CON CX 0337-05) CON CX 0337-05-SU2-A2

Pursuant to Intergovernmental Telecommunications Facilities Sharing Agreement No. 71736 and CON CX-0337-05, respectively, ("Agreement") entered into on of the July 1, 1995 the City of Phoenix ("PHOENIX") and the City of Goodyear ("GOODYEAR") now desire to enter into this "Amendment No. 2" to the site-specific Supplement Agreement No. 2 to the Agreement. PHOENIX and GOODYEAR will collectively be referred to jointly herein as "AGENCIES" and individually as "AGENCY".

PHOENIX and GOODYEAR, by way of this Amendment No. 2, hereby amend the site-specific Supplement Agreement No. 2 to the IGA by replacing Amendment No. 1 in its entirety with the following:

1. SITE:

- 1.1. Goodyear Crown Castle Communications Site located at Estrella Parkway and Spring Drive, Goodyear, Arizona, (Lat. 33-20-46, Long. 112-25-20, Elevation 1030 ft.) ("Site"). GOODYEAR, the communications site owner, grants PHOENIX permission to use the existing site and monopole tower for the installation of Regional Wireless Cooperative (RWC) Trunked Radio Network, Fire VHF/UHF, transmitters, receivers, antennas and associated equipment.
- 1.2. GOODYEAR grants PHOENIX permission to occupy space on the top of the existing 128 ft. Monopole. All antenna and tower work will be performed by authorized PHOENIX contractors and/or Crown Castle personnel. All work performed in installing antennas shall comply with good engineering and installation practices and building codes.
- 1.3. All utilities (e.g., air conditioning, lighting, telephone facilities) shall be provided by GOODYEAR. Required building penetrations and cost for installation and maintenance of PHOENIX/RWC radio equipment shall be borne by the PHOENIX/RWC.

2. FACILITY OWNERSHIP: GOODYEAR owns the real property upon which this communications facility is built and operated.

3. 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 Crown Castle site is an integral part of the RWC Trunked Radio Network, and the Fire and Police VHF/UHF systems which use the following frequencies and associated equipment:

3.31.1 Microwave Frequencies:

Call Sign	RWC Frequency
WQOA321	10,795.0 MHz

3.31.2 RWC Frequencies:

Frequency
769.11875 MHz
769.36875 MHz
769.61875 MHz
769.86875 MHz
770.11875 MHz
770.36875 MHz
772.78125 MHz

3.31.3 Phoenix Fire Frequencies (Receivers Only):

Channel	Frequency
Fire 1	154.190 MHz
Fire 2	154.250 MHz
Fire 3	154.070 MHz
Fire 8	154.310 MHz
Fire 9	155.670 MHz

4. **REMOVAL OF EQUIPMENT:** PHOENIX will remove all PHOENIX/RWC-owned equipment from GOODYEAR property and return the property to its original condition upon termination of this agreement by either AGENCY.

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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.
 6. **COMPENSATION:** GOODYEAR shall be reimbursed by the RWC for any agreed upon rental, utility or other related site expenses in support of the RWC as identified in attached Exhibit A.
 7. **TERM:** The term of this Supplement Agreement No. 2 shall be coterminous with the underlying Agreement.
 8. **OPTION TO EXTEND:** This Supplement Agreement No. 2 will automatically renew upon the renewal of the underlying Agreement.
 9. **TERMINATION:** GOODYEAR may terminate Site Specific Supplement No 2 or use of the facility at any time by giving no less than 365 days written notice to PHOENIX. PHOENIX may terminate Site Specific Supplement No. 2 at any time by giving no less than 365 days written notice to PHOENIX. Unless sooner terminated, the Supplement Agreement No. 2 and any extensions and amendment thereto shall automatically terminate upon termination of the Agreement.

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IN WITNESS WHEREOF, the parties herein caused this Amendment No. 2 to Supplement Agreement No. 2 to the IGA No. 71736 and CON CX-0337-05, respectively, 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: 9/26/12

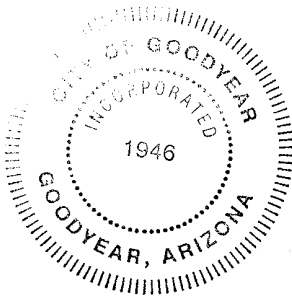
APPROVED AS TO FORM:

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



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EXHIBIT A

Goodyear - Estrella: Action for Maintenance (Last updated 4/18/12)		
Item	Action for RWC	Action for Member
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 and/or other entity to maintain the tower
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	Crown owns the building
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	