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**SITE SPECIFIC SUPPLEMENT NO. 003
INTERGOVERNMENTAL AGREEMENT (IGA)
FOR SHARING OF TELECOMMUNICATIONS FACILITIES AND NETWORK INFRASTRUCTURE
BETWEEN
THE CITY OF PHOENIX, IGA No. 133023 - 003
AND
THE TOWN OF BUCKEYE, IGA No. 2012-112**

This Site Specific Supplement 003 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. 001.

1. SITE:

1.1. Buckeye Police Dispatch 100 North Apache Road Buckeye, AZ 85326, (Lat 33 °, 22', 17.5" N, Long 112 °, 34', 19 3" W). BUCKEYE, the property licensee, grants PHOENIX permission to use the existing property for the installation of Regional Wireless Cooperative (RWC) Microwave equipment, to connect Buckeye Police Dispatch into the RWC Network. 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 sufficient rack space for the microwave, Fire VHF, the battery backup system which supports them, and space on the 180 foot tower for one microwave dish and one VHF receive antenna.

2. **FACILITY OWNERSHIP** BUCKEYE owns and operates this 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/Microwave equipment

VOICE CHANNELS:

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

MICROWAVE EQUIPMENT/FREQUENCIES.

- Buckeye Police Dispatch to ATC Buckeye – Motorola 8T, PTP Microwave Radio at 11.425 GHz

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 AND RESPONSIBILITY:** Maintenance of equipment, and various site responsibilities are delineated in 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:** There will be no charge for the microwave system in support of the BUCKEYE dispatch function at this facility. BUCKEYE shall be reimbursed by PHOENIX for any agreed upon rental, utility or other related site expenses in support of the Fire VHF system if and when such system is installed.

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 Agreement.

9. **TERMINATION:** BUCKEYE OR PHOENIX may terminate this Supplement or use of the facility at any time by giving no less than 365 days written notice. 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. 001 to be executed in duplicate originals.

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

By: Stephen Cleveland

Title: Town Manager

Date: 3-11-13

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

Scott W. Ry
Town Attorney

ATTEST:

Lucinda J. Lpi
Town Clerk

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

By: David A. Felix
David A. Felix
Assistant Chief Information Officer

Date: 03/14/2013

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.

RF
Acting City Attorney
RF

ATTEST:

C. Meyer
City Clerk



CITY CLERK DEPT.
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EXHIBIT A

Buckeye Police Dispatch: Action for Maintenance (Last updated 10/16/2012)		
Item	Action for RWC	Action for Member
RF & Network Infrastructure	N/A	N/A
Microwave	RWC to maintain the	N/A
HVAC	None	Buckeye responsible for this equipment
Generator	None	Buckeye responsible for this equipment
Tower & antennas	RWC is responsible to maintain the PTP microwave dish; Phoenix will be responsible to maintain the Fire VHF antenna.	Buckeye is responsible to maintain the tower and all 700/800 MHz antennas attached to local control stations.
Building	None	Buckeye responsible for all capital/real property maintenance
Pest Control	None	Buckeye is responsible for this service
FM 200	None	Buckeye is responsible for any Fire protection at this facility
Commercial Power	None	Buckeye responsible for this service; Buckeye may charge the RWC for only the power used by the microwave
Communications (T1's)	RWC responsible to manage T1 performance issues with the applicable vendor, only for any T1 associated with the consoles.	Buckeye responsible to make payments and reimburse expense from the RWC, only for T1 service associated with the consoles.
Insurance	RWC is responsible for insuring the microwave 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	