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**Space above this line for Recorder's use only**

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**SITE SPECIFIC SUPPLEMENT NO. 004  
to  
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) CX-0337-05  
CON - 0337-05-SU4**

This Site Specific Supplement No. 004 to Intergovernmental Agreement (IGA) No. 71736 and CON CX 0337-05, 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 which shall be Supplement No. 004. All of the capitalized terms not otherwise defined in this Site Specific Supplement 004 to IGA have the same meanings as contained in the Amended and Restated Intergovernmental Agreement to Plan, Design, Construct, Operate, Maintain and Finance the Regional Wireless Cooperative Network and its corresponding Exhibit A, with an October 22, 2008 effective date.

**1. SITE:**

- 1.1.** Goodyear Police Dispatch and Tower 14455 W Van Buren, #F101, Goodyear, AZ , (Lat 33° 26' 51.82" N, Long 112° 22' 09.43" W), ("Site"). GOODYEAR, the property licensee, grants PHOENIX permission to use the existing property for the installation of Regional Wireless Cooperative (RWC) Microwave equipment, to connect Goodyear Police Dispatch into the RWC Network.
- 1.2.** GOODYEAR grants PHOENIX permission to occupy space on the existing tower at the Site for one microwave dish, use of Goodyear's on Site battery backup and generator, and space not to exceed a single, 7 foot tall rack (two post design), pre-existing in the radio equipment room on Site for the installation of the microwave system.

- 2. FACILITY OWNERSHIP:** GOODYEAR owns and operates this communications facility. If this agreement is ever terminated, PHOENIX shall be responsible, at its sole expense, unless otherwise determined in accordance with the RWC IGA 124822-001, to remove all its equipment and restore the property to its pre-existing condition as agreed upon by GOODYEAR.
- 3. EQUIPMENT OWNERSHIP:** GOODYEAR shall own and maintain all console equipment. After Goodyear formally accepts the Motorola radio system (which includes the microwave and network equipment listed in Exhibit A), GOODYEAR shall submit a letter of transfer for the microwave dish, microwave system, and network equipment listed in Exhibit A to the RWC Board of Directors for approval and acceptance. Once approved and accepted by GOODYEAR and the RWC, PHOENIX, on behalf of the RWC, as Administrative Managing Member, shall own and maintain, the microwave dish and microwave system, and network equipment listed in Exhibit A.

GOODYEAR retains ownership of equipment, other than what is specific in Exhibit A.

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#### 4. FREQUENCY USE:

4.1. Frequency Licensing: As stipulated in the IGA, each agency is responsible for the proper licensing of operating frequencies utilized at this Site with the Federal Communications Commission (FCC).

#### 4.2. Frequency Protection:

4.2.1. PHOENIX shall be responsible for resolving interference problems generated by new 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.

4.2.2. 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. GOODYEAR will not be responsible for interference to PHOENIX/RWC equipment from GOODYEAR equipment that exists at the time any PHOENIX/RWC equipment is added.

4.2.3. 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.

#### 4.3. Equipment/Frequency Assignment:

4.3.1. The site will contain the following PHOENIX/RWC Microwave System:

- MICROWAVE EQUIPMENT/FREQUENCIES:  
Goodyear Police Dispatch to Cashion Tower, Goodyear – Motorola 8T, PTP Microwave Radio at 11325.0000 GHz (Goodyear Police Dispatch) and at 10835.0000 GHz (Cashion Tower)

4.3.2. GOODYEAR at all times during this IGA has the right to install and maintain other communication systems on Site.

5. 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.

6. MAINTENANCE AND RESPONSIBILITY: Maintenance of equipment, and various site responsibilities are delineated in the attached Exhibit B. GOODYEAR shall provide reasonable 24 hour/day access to the site to personnel authorized by PHOENIX and approved by GOODYEAR 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. A minimum of 24 hours advance notice shall be given to the other AGENCY's

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representative prior to an AGENCY conducting an activity that would result in network service interruptions.

7. COMPENSATION: There will be no charge for the microwave system in support of the GOODYEAR dispatch function at this facility.
8. TERM: The term of this SUPPLEMENT NO. 004 shall be coterminous with the underlying IGA.
9. OPTION TO EXTEND: This SUPPLEMENT NO. 004 will automatically renew upon the renewal of the underlying IGA.
10. TERMINATION: GOODYEAR OR PHOENIX may terminate this Supplement NO. 004 or use of the facility at any time by giving no less than 365 days written notice. Unless sooner terminated, this Supplement NO. 004 and any extensions hereof shall automatically terminate upon termination of the IGA.

**IN WITNESS WHEREOF**, the parties herein have caused this Site Specific Supplement No. 004 to be executed in duplicate originals.

**CITY OF GOODYEAR**, a municipal corporation  
Brian Dalke, City Manager

**CITY OF PHOENIX**, a municipal corporation  
Ed Zuercher, City Manager

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: City Manager

David A. Felix  
Executive Director, Regional Wireless  
Cooperative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**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.

**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.

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Clerk

**Exhibit A**  
**Network and Microwave Equipment Transferred to the RWC by Goodyear**

Equipment Description	Model	Serial	Qty	Unit Price	Extended Price
<b>MASTER SITE LICENSES - ZONE 5</b>					
MASTER SITE UPGRADE MODEL	SQM01SUM0200	unknown	1	\$0.00	\$0.00
MCC7500 / MCC7100 CONSOLE LICENSES QTY 5	CA01225AB	N/A	2	\$5,000.00	\$10,000.00
ADD: NM/ZC LICENSE KEY 7.11	CA00996AJ	N/A	1	\$1,000.00	\$1,000.00
ADD: UCS LICENSE KEY 7.11	CA00997AJ	N/A	1	\$1,000.00	\$1,000.00
<b>MASTER SITE LICENSES - ZONE 2</b>					
MASTER SITE UPGRADE MODEL	SQM01SUM0200	unknown	1	\$0.00	\$0.00
ADD: NM/ZC LICENSE KEY 7.11	CA00996AJ	N/A	1	\$1,000.00	\$1,000.00
ADD: UCS LICENSE KEY 7.11	CA00997AJ	N/A	1	\$1,000.00	\$1,000.00
ENH: USER CONFIGURATION MANAGER (UCM)	Z802AF	N/A	1	\$5,000.00	\$5,000.00
<b>DSX PANEL</b>					
DSXI 56 POSITION 1-28AB, FRONT BELOW XCON, 6X19, WW PANEL	DSDIN2GU1	N/A	2	\$1,185.75	\$2,371.50
<b>NETWORK</b>					
2620-24 ETHERNET SWITCH	CLN1856	CN36DRR4J7	1	\$1,687.50	\$1,687.50
2620-24 ETHERNET SWITCH	CLN1856	CN36DRR4MN	1	\$1,687.50	\$1,687.50
GGM 8000 GATEWAY	SQM01SUM0205	147CPR3228	1	\$3,150.00	\$3,150.00
GGM 8000 GATEWAY	SQM01SUM0205	147CPR3229	1	\$3,150.00	\$3,150.00
SSG5 FIREWALL WITH HA DATA LICENSE KEY	CLN8874	5E2I00AH	1	\$1,500.00	\$1,500.00
<b>CAMBIUM NETWORKS PTP</b>					
PTP810 MMU STANDARD, 2XFE + 16XE1/T1	DSC000081M001A	9198512091	1	\$2,337.50	\$2,337.50
PTP810 MMU STANDARD, 2XFE + 16XE1/T1	DSC000081M001A	9198512126	1	\$2,337.50	\$2,337.50
ODU-B 11GHZ, TR 490 & 500, LO, B5 (10700.0 - 10890.0 MHZ)	DS85009317001	218KPQ9631	1	\$2,386.80	\$2,386.80
ODU-B 11GHZ, TR 490 & 500, HI, B5 (11200.0 - 11390.0 MHZ)	DS85009317002	218KPS9887	1	\$2,386.80	\$2,386.80
PTP800 MODEM CAPACITY CAP - 50 MBPS (PER UNIT)	DSWB3541	N/A	2	\$425.00	\$850.00

Equipment Description	Model	Serial	Qty	Unit Price	Extended Price
2.6 FT HP ANTENNA, 10.70-11.70 GHZ, SINGLE POL, MOT INTERFACE	DS85010089003	13US461871493	1	\$1,453.50	\$1,453.50
2.6 FT HP ANTENNA, 10.70-11.70 GHZ, SINGLE POL, MOT INTERFACE	DS85010089003	13US461871500	1	\$1,453.50	\$1,453.50
LPU END KIT PTP800 (1 KIT REQUIRED PER COAXIAL CABLE)	DSWB3657A	N/A	2	\$297.50	\$595.00
COAXIAL CABLE INSTALLATION ASSEMBLY KITS (W/O SURGE ARRESTOR)	DSWB3616A	N/A	2	\$212.50	\$425.00
50 OHM BRAIDED COAXIAL CABLE - 75 METER	DS30010194001	N/A	2	\$340.00	\$680.00
CABLE GROUNDING KITS FOR 1/4 INCH AND 3/8 INCH CABLE	DS01010419001	N/A	4	\$22.10	\$88.40
PTP810 AC TO DC POWER ADAPTER	DSN000081L002	N/A	2	\$340.00	\$680.00
MAINS-LEAD US 3PIN TO C5 (PTP800	DSWB3618A	N/A	2	\$8.50	\$17.00
TNC MALE RIGHT ANGLE FOR CNT-400 BR	DSN000081L006	N/A	2	\$22.10	\$44.20
HOISTING GRIP FOR CNT-400 CABLE	DS07009304001	N/A	2	\$14.03	\$28.06
<b>SPARES</b>					
2620-24 ETHERNET SWITCH (SPARE)	CLN1856	147CPR3211	1	\$1,687.50	\$1,687.50
PTP810 MMU STANDARD, 2XFE + 16XE1/T1 (SPARE)	DSC000081M001A	9008510202	1	\$2,337.50	\$2,337.50
ODU-B 11GHZ, TR 490 & 500, LO, B5 (10700.0 - 10890.0 MHZ) (SPARE)	DS85009317001	218KPSA159	1	\$2,386.80	\$2,386.80
ODU-B 11GHZ, TR 490 & 500, HI, B5 (11200.0 - 11390.0 MHZ) (SPARE)	DS85009317002	218KPS9977	1	\$2,386.80	\$2,386.80
PTP800 MODEM CAPACITY CAP - 50 MBPS (PER UNIT) (SPARE)	DSWB3541	N/A	1	\$425.00	\$425.00
LPU END KIT PTP800 (1 KIT REQUIRED PER COAXIAL CABLE) (SPARE)	DSWB3657A	N/A	1	\$297.50	\$297.50
PTP810 AC TO DC POWER ADAPTER (SPARE)	DSN000081L002	N/A	1	\$340.00	\$340.00
<b>Total Value of Equipment Transferred</b>					<b>\$58,170.86</b>

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**EXHIBIT B**

<b>Goodyear Police Dispatch: Responsibility and Maintenance Support Matrix</b> <b>IGA Number: 71736</b> <b>Supplement 004</b> <b>(Last updated: 3/25/14)</b>		
<b>Item</b>	<b>Action for RWC</b>	<b>Action for Member</b>
RF & Network Infrastructure	N/A	N/A
Microwave	The RWC to maintain the equipment, after expiration of the warranty period.	Goodyear is responsible for the installation and licensing of the microwave equipment.
Communications (T1's)	The RWC responsible to manage T1 performance issues with the applicable vendor, only for any T1 associated with the consoles. The RWC will coordinate any repair activities on the T1's with Goodyear. The RWC shall reimburse Goodyear for the cost of only the T1 circuit(s) used for the consoles.	Goodyear is responsible to install, make payments and may expense the RWC, only for the T1 service associated with the consoles. Goodyear shall designate the City of Phoenix (on behalf of the RWC) as a responsible party to deal directly with the T1 provider on maintenance and performance issues of the circuit(s).
Radio Subscriber Equipment	N/A	N/A
Dispatch Console Equipment and Logging Recorders	The RWC will be responsible for all network equipment (channel banks, switches, routers) supporting the consoles; network transport is covered in Microwave and Communications line items.	Goodyear is responsible for all maintenance and configuration management of dispatch console equipment, logging recorder, and control stations.
Conventional Site Controllers	None	Goodyear is responsible for all maintenance and management of the conventional site controllers.
Site Tower	N/A	Goodyear is responsible for all maintenance and management of the Site tower.

Antennas	The RWC is responsible to maintain the microwave antennas mounted at Goodyear dispatch, the Cashion Tower, after expiration of the warranty period.	Goodyear is responsible for the maintenance and management of all other antennas at the site.
Building		Goodyear Dispatch owned and maintained by Goodyear
HVAC		Goodyear Dispatch owned and maintained by Goodyear
Generator		Goodyear Dispatch owned and maintained by Goodyear
Pest Control		Goodyear Dispatch owned and maintained by Goodyear
FM 200	N/A	N/A
Commercial Power		Goodyear Dispatch owned and maintained by Goodyear
Lease	The RWC will negotiate and include the Goodyear microwave addition to the Cashion Tower in the RWC's existing lease with Crown Castle. The cost of the lease will be billed to all RWC members as part of the RWC Operations & Maintenance.	Goodyear will provide the RWC with any information required to apply for and obtain the lease at the Cashion tower; such information includes technical specifications on the equipment and antennas being installed, installation details, and other engineering information as required.
Access	N/A	Goodyear is responsible to provide the RWC reasonable, 24 by 7 access to the dispatch facility for the maintenance and repair of microwave and RWC network equipment located at the facility upon 24 hour advance notice to the Goodyear representative unless there is an emergency.
Insurance	The RWC shall maintain appropriate insurance for the RWC network and microwave equipment turned over to the RWC.	Goodyear shall maintain appropriate insurance for all equipment for which Goodyear retains ownership.

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Equity	The RWC shall adjust Goodyear's equity in the RWC system to include the RWC Network and microwave equipment turned over the RWC.	
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