



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

95-0373622 06/28/95 02:39

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RETURN TO CITY OF PHOENIX
ACCOUNT #34

SUPPLEMENT NO. 1
TO THE INTERGOVERNMENTAL AGREEMENT NO. 95-PWCA-028
BETWEEN THE CITY OF PHOENIX AND
THE CITY OF GOODYEAR
FOR SHARING OF
TELECOMMUNICATIONS FACILITIES

71736

Pursuant to Intergovernmental Telecommunications Facilities Sharing Agreement No. 71736 ("Sharing Agreement") entered into as of the 1st day of JULY, 1995, the CITY OF PHOENIX and the CITY OF GOODYEAR enter into this site-specific agreement which shall be a supplement ("Supplement No. 1") to the Sharing Agreement.

SITE:

Goodyear City Hall located at 119 W. Litchfield Road, Goodyear, Arizona 85338. Goodyear grants Phoenix permission to use an area adjacent to the police building for tower and communications site. All power, air conditioning, lighting, required building penetrations, telephone facilities, et cetera shall be provided by Goodyear as required by Phoenix. The cost for providing the space and utilities shall be borne by Goodyear.

TOWER:

Goodyear grants Phoenix permission to install an existing Phoenix tower to the site location. The tower shall be installed by a professional contractor licensed in the State of Arizona to perform such work. All work performed in erecting the tower and foundation shall comply with good engineering and installation practices and building codes. The cost for completing this work shall be borne by Phoenix.

TERM:

The term of Supplement No. 1 shall be for five years, commencing on July 1, 1995 and ending on July 1, 2000.

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**SUPPLEMENT AGREEMENT NO. 1
BETWEEN THE CITY OF PHOENIX AND
THE CITY OF GOODYEAR**

OPTION TO EXTEND:

PHOENIX shall have an option to extend this site-specific agreement for one additional five year term under the same terms and conditions as stated in the this Supplement No. 1 and in the Sharing Agreement and any intervening amendments thereof. PHOENIX shall give GOODYEAR written notice of its intentions to extend the terms of this Supplement No. 1 at least sixty (60) days prior to the expiration of this Supplement No. 1.

TERMINATION:

GOODYEAR, as the owner of the telecommunications facility may terminate this Supplement No. 1 or PHOENIX's use of the facility at any time by giving no less than three hundred sixty-five (365) days written notice to PHOENIX. PHOENIX, not owning the telecommunications facility may terminate this Supplement No. 1 or its use of GOODYEAR's telecommunications facility at any time by giving no less than one hundred eighty (180) days written notice to GOODYEAR. Unless sooner terminated, this Supplement No. 1 and any extensions hereof shall automatically terminate upon termination of the Sharing Agreement.

INSTALLATION:

PHOENIX shall install a sixty (60) foot communications tower and communications equipment owned by PHOENIX.

GOODYEAR shall install communications equipment owned by GOODYEAR.

REMOVAL OF EQUIPMENT:

PHOENIX shall remove their property upon termination by either city.

FREQUENCY PROTECTION:

PHOENIX shall be responsible for resolving interference problems generated by PHOENIX affecting existing frequencies employed by GOODYEAR, and shall bear the cost of such resolution.

MAINTENANCE:

PHOENIX shall maintain the structural integrity of the tower and PHOENIX antennas and transmission lines. GOODYEAR shall maintain GOODYEAR antennas and transmission lines. Communications equipment installed at the site shall be maintained by the owner. Preventive and corrective maintenance performed by either city that may affect the other city's service shall be coordinated between the cities prior to the start of work. Service interruptions shall be kept to an absolute minimum.

**SUPPLEMENT AGREEMENT NO. 1
BETWEEN THE CITY OF PHOENIX AND
THE CITY OF GOODYEAR**

This Supplement No. 1 shall become effective as of the date it is filed with the Arizona Maricopa County Recorder.

CITY OF PHOENIX
A Municipal Corporation
Frank Fairbanks,
City Manager

CITY OF GOODYEAR
A Municipal Corporation
Stephen Cleveland,
City Manager

By: *J.R. Webb*
Date: 6/8/95

By: *Stephen S. Cleveland*
Date: May 11, 1995

ATTEST:
Vicky Muel
City Clerk

ATTEST:
Barbara A. Runaway
City Clerk

In accordance with A.R.S. Section 11-952 this Supplement No. 1 has been reviewed by the undersigned attorney who has determined that this Supplement No. 1 is in proper form and within the powers and authority granted to the City of Phoenix under the laws of the State of Arizona.

In accordance with A.R.S. Section 11-952 this Supplement No. 1 has been reviewed by the undersigned attorney who has determined that this Supplement No. 1 is in proper form and within the powers and authority granted to the City of Goodyear under the laws of the State of Arizona.

Michael D. Hoover
City Attorney
ACTING
Date: May 23, 1995

Donald J. Kuper
City Attorney
Date: May 11, 1995