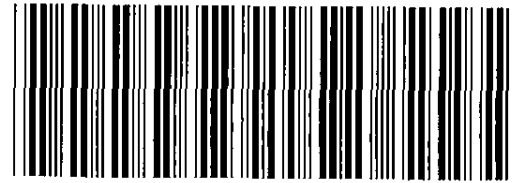


When recorded mail to:

HOLD FOR PICK UP  
CITY OF PHX. ACCT. #34



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

2000-0719037 09/19/2000 03:46

RAQUEL 4 OF 8

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**CAPTION HEADING:** 71736-001

**DO NOT REMOVE**

**This is part of the official document.**

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

71736

This Amendment No.1 to the Intergovernmental Telecommunications Facilities Agreement ("Agreement") No.95-PWCA-028, is entered into this 11 day of May 2000 (the "Effective Date"), by and between the City of Phoenix, a municipal corporation, ("hereinafter called PHOENIX"), and the City of Goodyear, a municipal corporation, (hereinafter called "GOODYEAR"). The cities are sometimes referred to jointly herein as "parties" and individually as "party".

**WITNESSETH:**

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties hereto do agree that the Agreement bearing City of Phoenix No. 95-PWCA-028, entered into by the parties on May 11, 1995, be amended as follows:

1. Remove and replace all references to the term "Sharing Agreement" with the term "Agreement" in the Master Agreement, Supplement No.1, and Supplement No.2 documents.
  
2. Section 7, TERM, of the Master Agreement, is amended to read:  
  
"The term of this Agreement shall be for ten (10) years, subject to the termination provisions of Paragraph 9 of this Agreement, commencing on May 11, 2000 and ending on May 10, 2010."
  
3. Section 8, OPTION TO EXTEND, of the Master Agreement, is amended to read:  
  
"This Agreement may be renewed for one additional ten (10) year term under the same terms and conditions as stated in this Agreement and any intervening amendments thereof. Either party shall give the other party written notice of its intention to renew this Agreement at least ninety (90) days prior to the expiration of this Agreement."
  
4. Section 15, NOTICE, of the Master Agreement, is amended to read:  
  
"If intended for GOODYEAR:  
CITY OF GOODYEAR  
Telecommunications Supervisor  
119 North Litchfield Road  
Goodyear, Arizona 85338  
Telephone: (623) 932-3910  
FAX: (623) 932-1177"

**GOODYEAR CITY CLERK  
ORIGINAL**

3

mm159001

5. Section 16, EFFECTIVE DATE, of the Master Agreement, is amended to read:

“This Agreement shall become effective on May 11, 2000.”

6. The section, TERM, of Supplement No.1, is amended to read:

“The term of Supplement No.1 shall be for ten (10) years, commencing on May 11, 2000 and ending on May 10, 2010.”

7. The section, OPTION TO EXTEND, of Supplement No.1, is amended to read:

PHOENIX shall have the option to extend this site-specific agreement for one additional ten (10) year term under the same terms and conditions as stated in this Supplement No. 1 and in the 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 ninety (90) days prior to the expiration of this Supplement No. 1.

8. The last sentence of Supplement No.1 that reads:

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

Shall be replaced in its entirety with the following:

“EFFECTIVE DATE:

This Supplement No.1 shall become effective on May 11, 2000.”

9. The section, TERM, of Supplement No.2, is amended to read:

“The term of Supplement No.2 shall be for ten (10) years, commencing on May 11, 2000 and ending on May 10, 2010.”

10. The section, OPTION TO EXTEND, of Supplement No.2, is amended to read:

PHOENIX shall have the option to extend this site-specific agreement for one additional ten (10) year term under the same terms and conditions as stated in this Supplement No. 2 and in the Agreement and any intervening amendments thereof. PHOENIX shall give GOODYEAR written notice of its intentions to extend the terms of this Supplement No. 2 at least ninety (90) days prior to the expiration of this Supplement No. 2.

**GOODYEAR CITY CLERK  
ORIGINAL**

11. The last sentence of Supplement No.2 that reads:

“This Supplement No.2 shall become effective as of the date it is filed with the Arizona Maricopa County Recorder.”

Shall be replaced in its entirety with the following:

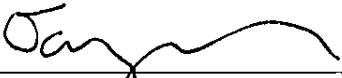
“EFFECTIVE DATE:

This Supplement No.2 shall become effective on May 11, 2000.”

12. This Amendment No.1 does not, except as specifically set forth herein, alter, modify, or otherwise change the provisions of Contract No. 95-PWCA-028.

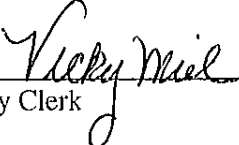
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.1 to Contract No. 95-PWCA-028 on the date last written below.

CITY OF PHOENIX  
A Municipal Corporation  
Frank Fairbanks, City Manager

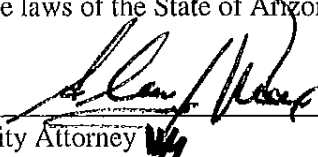
  
\_\_\_\_\_  
Danny W. Murphy  
Information Technology Director

Date: 5/30/00

Attest:

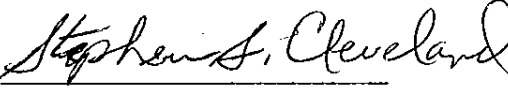
  
\_\_\_\_\_  
Vicki Miel  
City Clerk

In accordance with A.R.S. Sec. 11-952 this Amendment No.1 has been reviewed by the undersigned attorney who has determined that this Amendment 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.

  
\_\_\_\_\_  
**ACTING** City Attorney

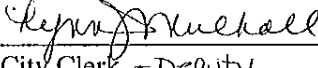
Date: 10 Apr 00

CITY OF GOODYEAR  
A Municipal Corporation  
Stephen Cleveland, City Manager

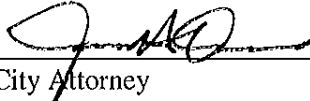
  
\_\_\_\_\_  
Stephen Cleveland  
City Manager

Date: 5/23/00

Attest:

  
\_\_\_\_\_  
Deputy City Clerk - Deputy

In accordance with A.R.S. Sec. 11-952 this Amendment No.1 has been reviewed by the undersigned attorney who has determined that this Amendment 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.

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

Date: 5/11/00

200 JUN -1 4 11: 08  
CITY CLERK DEPT.

**GOODYEAR CITY CLERK ORIGINAL**