
**SITE SPECIFIC SUPPLEMENT NO. 001
INTERGOVERNMENTAL AGREEMENT (IGA) No. 1262
FOR SHARING OF TELECOMMUNICATIONS FACILITIES
BETWEEN
THE CITY OF PHOENIX (REGIONAL WIRELESS COOPERATIVE)
AND
THE PARADISE VALLEY**

This Site Specific Supplement 001 to the Intergovernmental Agreement for Sharing of Telecommunications Facilities between the City of Phoenix and the PARADISE VALLEY (IGA) dated _____, 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 PARADISE VALLEY, an Arizona municipal corporation (PARADISE VALLEY). 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. PARADISE VALLEY Simulcast "H" subsite (PVRF), 33° 32' 11.68" N - 111° 59' 19.02" W, the property licensee and building owner, grants PHOENIX permission to use existing property for the installation of Regional Wireless Cooperative (RWC) Microwave equipment, 700 MHz radios and all associated networking equipment for the new RWC Simulcast "H" Sub site into the RWC Network. PARADISE VALLEY is responsible for the maintenance of HVAC, building, pest control, landscaping and generator. RWC is responsible for monitoring all environmental alarms and video. RWC will report any alarms to PARADISE VALLEY as required.
- 1.2. PARADISE VALLEY owns two Saguaro disguise tower structures, grants the RWC permission to install necessary antennas and equipment within the structures that are required for the RWC Simulcast "H" subsite. RWC is responsible for antennas and associated equipment, PARADISE VALLEY is responsible for any maintenance on the Saguaro structures.
- 1.3. PARADISE VALLEY Dispatch, 6433 E. Lincoln Dr., PARADISE VALLEY, AZ 85253, 33° 31' 49.43" N, 111° 56' 27.10" W, the property licensee, grants PHOENIX permission to use the existing property for the Microwave equipment, to connect PV Police Dispatch into the RWC Network.

- 2. FACILITY OWNERSHIP:** PARADISE VALLEY owns and operates the real property for this site: Building, HVAC, generator and FM200 fire suppression. If this agreement is ever terminated, PHOENIX shall be responsible to remove all its equipment and restore the properties to its pre-existing condition as agreed upon by PARADISE VALLEY.

- 3. EQUIPMENT OWNERSHIP:** The RWC shall retain ownership of the RF, microwave and networking equipment associated with the RWC network once final acceptance testing is complete and signed off. This equipment is outlined in the Motorola proposal dated June 17, 2015 (attachment B). Maintenance of the RF, microwave radios and networking equipment shall be the responsibility of the RWC.

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-owned equipment which may affect existing frequencies employed by PARADISE VALLEY, and shall bear the cost of such resolution. PHOENIX will not be

responsible for interference to PARADISE VALLEY equipment from PHOENIX equipment that exists at the time any new PARADISE VALLEY equipment is added. PHOENIX also agrees to work with PARADISE VALLEY to resolve any potential interference problems between their respective systems.

4.2.2. PARADISE VALLEY shall be responsible for resolving interference problems generated by new PARADISE VALLEY-owned equipment which may affect existing frequencies employed by PHOENIX, and shall bear the cost of such resolution.

4.2.3. PHOENIX and PARADISE VALLEY 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 PARADISE VALLEY Sub site PVRF will become an important part of the RWC. The site will contain the following Microwave/Transmitters/Receivers:

- MICROWAVE EQUIPMENT/FREQUENCIES:

- PARADISE VALLEY Sub site (PVRF) Call sign WQYB684, Microwave Networks Incorporated Proteus MX Split Mount radios facing Arcadia (TX 11.305 GHz) and facing Bell Butte (TX 6.745 GHz) under FCC file number 0007346750.
- PARADISE VALLEY dispatch center (PVPD) Call sign WQYH998, Microwave Networks Proteus MX Split Mount facing Thompson Peak (TX 11.465 GHz) under FCC file number 0007465855.

- RWC SIMULCAST "H" FREQUENCIES:

- PARADISE VALLEY Sub site PVRF:
 - Channel 1 **771.84375**
 - Channel 2 **771.59375**
 - Channel 3 **771.34375**
 - Channel 4 **771.09375**
 - Channel 5 **770.84375**
 - Channel 6 **770.59375**
 - Channel 7 **770.34375**
 - Channel 8 **770.09375**
 - Channel 9 **769.84375**
 - Channel 10 **769.59375**
 - Channel 11 **769.09375**
 - Channel 12 **769.34375**

5. REMOVAL OF EQUIPMENT: PHOENIX will remove all PHOENIX/RWC-owned equipment from PARADISE VALLEY 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 (A). PARADISE VALLEY shall provide reasonable 24 hour/day access to the site by RWC maintenance 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.

7. COMPENSATION: There will be no charge for the microwave system in support of the PARADISE VALLEY PVRF subsite at this facility.
8. TERM: The term of this SUPPLEMENT shall be coterminous with the underlying AGREEMENT.
9. OPTION TO EXTEND: This SUPPLEMENT will automatically renew upon the renewal of the underlying Agreement.
10. TERMINATION: PARADISE VALLEY 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 IGA.

IN WITNESS WHEREOF, the parties herein have caused this IGA Site Specific Supplement No. 001 to be executed in duplicate originals.

PARADISE VALLEY, a municipal corporation
Michael Collins, Mayor

By: _____

Title: Mayor

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 Town of Paradise Valley under the laws of the State of Arizona.

Andrew Miller, Town Attorney

ATTEST:

Duncan Miller, Town Clerk

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

By: _____

David A. Felix
Executive Director, Regional Wireless
Cooperative

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 Phoenix under the laws of the State of Arizona.

Acting City Attorney

ATTEST:

City Clerk

EXHIBIT A

PARADISE VALLEY Sub site (PVRF): Responsibility and Maintenance Support Matrix IGA Number: <u>1262</u> (Last updated: 10/10/2017)		
Item	Action for RWC	Action for Member
RF & Network Infrastructure	RWC to maintain equipment at PVRF after expiration of the warranty period	N/A
Microwave	The RWC to maintain microwave equipment including the licensing of the microwave equipment with is filed under the City of Phoenix FCC Registration Number (FRN).	N/A
Communications (T1's)	RWC responsible for all T1 circuits carried on the microwave network.	PARADISE VALLEY is responsible for any commercially provided T1 or fiber circuits connected to the PV dispatch center
Radio Subscriber Equipment	N/A	N/A
Dispatch Console Equipment and Logging Recorders	The RWC will be responsible for RWC networking equipment supporting the PVPD console site and PVRF Subsite, after expiration of the warranty period; network transport is covered in Microwave and Communications line items	PARADISE VALLEY is responsible for all maintenance and configuration management of dispatch console's, logging recorder's, and control stations.
Conventional Site Controllers	None	PARADISE VALLEY is responsible for all maintenance and management of the conventional site controllers

EXHIBIT A

Item	Action for RWC	Action for Member
Tower	N/A	PARADISE VALLEY owned and is responsible for maintenance on the disguise Saguaro structures.
Antennas	The RWC is responsible to maintain the microwave and RWC 700 MHz antennas.	N/A
Building	RWC to monitor alarms and video – Follow notification procedures agreed upon by both entities.	Subsite PVRF owned and maintained by PARADISE VALLEY. PV to provide contact information to the RWC.
HVAC	RWC to monitor alarms and video – Follow notification procedures agreed upon by both entities.	Subsite PVRF owned and maintained by PARADISE VALLEY. PV to provide contact information to the RWC.
Generator`	RWC to monitor alarms and video – Follow notification procedures agreed upon by both entities.	Subsite PVRF owned and maintained by PARADISE VALLEY. PV to provide contact information to the RWC.
Pest Control	RWC will report to PV any noticeable problems.	Subsite PVRF owned and maintained by PARADISE VALLEY. PV to provide contact information to the RWC.
FM 200	RWC to monitor alarms and video – Follow notification procedures agreed upon by both entities.	Subsite PVRF owned and maintained by PARADISE VALLEY. PV to provide contact information to the RWC.
Commercial Power	RWC to monitor alarms and video – Follow notification procedures agreed upon by both entities.	Subsite PVRF owned and maintained by PARADISE VALLEY. PV to provide contact information to the RWC.