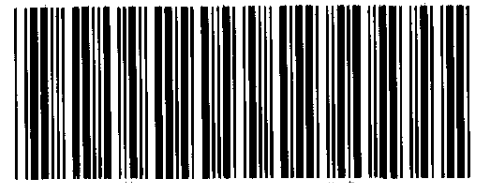


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**SUPPLEMENT AGREEMENT NO. 1
TO AGREEMENT NO. 100504
BETWEEN
CITY OF PHOENIX
AND
DAISY MOUNTAIN FIRE DISTRICT
FOR SHARING OF COMMUNICATIONS FACILITIES**

Pursuant to Intergovernmental Telecommunications Facilities Sharing Agreement No. 100504 ("Agreement") entered into as of the 1st day of March, 2002, (the "Effective Date"), the CITY OF PHOENIX and the DAISY MOUNTAIN FIRE DISTRICT enter into this site-specific agreement which shall be a Supplement No. 1 ("Supplement") to the Agreement.

1. SITE:

1.1. Daisy Mountain Fire District Fire Station 141, located at 43814 N. New River Road, Phoenix, AZ., (Lat. 33-53-01N, Long. 112-04-19W). The Daisy Mountain Fire District, the property owner, grants Phoenix permission to use the existing property to locate a 800 MHZ Trunked Radio Network Communications site.

1.2. Daisy Mountain Fire District grants Phoenix permission to construct a 12' x 20' communications equipment building, emergency generator, and 125' Monopole per the attached drawings. This building and monopole will be owned and operated by the City of Phoenix. Electro-mechanical and HVAC equipment installed to service the new communications equipment building shall be provided by and maintained by Phoenix.

1.3. FACILITIES OWNERSHIP:

1.3.1. The City of Phoenix, as the facility installer, shall be the owner of the communications building, emergency generator and monopole, and will be responsible for the maintenance of same. If this agreement is ever terminated, Phoenix shall be responsible to remove all its facilities and restore the property to its pre-existing condition. If Daisy Mountain Fire District desires to retain the facility, a property transfer may be negotiated at the time of termination.

1.3.2. The Daisy Mountain Fire District agrees to pay the City of Phoenix \$19,835 to upgrade the emergency generator for the communications facility from 50 KW to 100 KW. The reason for the upgrade is to provide the most economical source of emergency power backup to support both the communications

facility and the Fire Station. This fee includes installing the generator and all work necessary to connect it to the Fire Station via the existing power stub-outs provided at the Fire Station by Daisy Mountain.

2. FREQUENCY USE:

2.1. 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).

2.2. Frequency Protection:

2.2.1. PHOENIX shall be responsible for resolving interference problems generated by PHOENIX owned equipment, which affect existing frequencies employed by DAISY MOUNTAIN FIRE DISTRICT, and shall bear the cost of such resolution.

2.2.2. DAISY MOUNTAIN FIRE DISTRICT shall be responsible for resolving interference problems generated by DAISY MOUNTAIN FIRE DISTRICT owned equipment which affect existing frequencies employed by PHOENIX, and shall bear the cost of such resolution.

2.3. Frequency Assignment:

2.3.1. The Daisy Mountain Fire District site is an integral part of the 800 MHz Trunked Radio Network and consists of one NPSPAC Channel assignment as follows:

<u>Channel Number</u>	<u>Frequency</u>
691	867.2000

2.4. TOWER: (Motorola Drawings attached)

2.4.1. The Daisy Mountain Fire District grants Phoenix permission to install a 125' monopole tower at the Daisy Mountain Fire District Fire Station 141 as depicted on the attached drawings. All antenna and tower work will be performed by authorized Phoenix contractors. All work performed in installing antennas shall comply with good engineering and installation practices and building codes.

2.5. EQUIPMENT INSTALLATION:

2.5.1. The Daisy Mountain Fire District grants Phoenix permission to site and install 800 MHz Trunked Radio equipment as described below and in the attached drawings.

2.5.2. Phoenix will install the following equipment in the communications equipment room:

- Remote Site Equipment (Daisy Mountain Subsystem)
- 1 Conventional Base Station

3. REMOVAL OF EQUIPMENT: PHOENIX shall remove its property upon termination by either agency.
4. MAINTENANCE: Communications equipment installed at the site shall be maintained by the City of Phoenix. DAISY MOUNTAIN FIRE DISTRICT shall provide unescorted 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 work. Because this equipment supports Public Safety Operations network service interruptions shall be kept to an absolute minimum.
5. TERM: The term of this Supplement shall be coterminous with the underlying Agreement.
6. OPTION TO EXTEND: Agencies shall have the option to extend this site-specific agreement for one additional ten year term under the same terms and conditions as stated in this Supplement and in the Agreement and any intervening amendments thereof. This Supplement will automatically extend the addition 10 year term unless terminated by either party per the terms of this agreement.
7. TERMINATION: DAISY MOUNTAIN FIRE DISTRICT, as the owner of the property may terminate this Supplement or use of the property at any time by giving no less than 365 days written notice to PHOENIX. PHOENIX not owning the property may terminate this Supplement at any time by giving no less than ninety (90) days written notice to DAISY MOUNTAIN FIRE DISTRICT. Unless sooner terminated, this Supplement and any extensions hereof shall automatically terminate upon termination of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplement on the date last written below.

Daisy Mountain Fire District

By: [Signature]

ITS: BOARD CHAIRMAN

Date: _____

Attest:

By: [Signature]

ITS: CLERK, DMFD

In accordance with A.R.S. Sec. 11-952 this Supplement has been reviewed by the undersigned attorney who has determined that this Supplement is in proper form and within the powers and authority granted to the Daisy Mountain Fire District under the laws of the State of Arizona.

By: [Signature]
Attorney

Date 05/08/2002

City of Phoenix, a municipal corporation,
Frank Fairbanks, City Manager

By: [Signature]
Danny Murphy
Chief Information Officer

Date 5/29/02

Attest:

By: [Signature]
City Clerk

In accordance with A.R.S. Sec. 11-952 this Supplement has been reviewed by the undersigned attorney who has determined that this Supplement is in proper form and within the powers and authority granted to the City of Phoenix under the laws of the State of Arizona.

By: [Signature]
Acting City Attorney

Date _____