

RECORDING REQUESTED BY
City of Phoenix, City Clerk
250 West Washington St, 15th Floor
Phoenix, AZ 85003

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**SUPPLEMENT AGREEMENT NO. 3
TO AGREEMENT NO 100504 - SUP-003
BETWEEN THE CITY OF PHOENIX
AND
THE DAISY MOUNTAIN FIRE DISTRICT
FOR SHARING OF TELECOMMUNICATIONS FACILITIES**

Pursuant to Intergovernmental Telecommunications Facilities Sharing Agreement No. 100504 ("Agreement") entered into as of the 1st day of March 2002, the CITY OF PHOENIX ("Phoenix") and the DAISY MOUNTAIN FIRE DISTRICT enter into this site-specific agreement which shall be Supplement No. 3 ("Supplement"), to the Agreement.

1. SITE:

- 1.1 Outlet Mall site, located at 43240 Black Canyon Freeway, Phoenix, Arizona (Lat. 33.845.028, Long. 112.152.389). Phoenix grants Daisy Mountain Fire District permission to occupy existing space at this Communications site and utilize the existing Monopole for the installation of radio and microwave antennas and associated equipment.
- 1.2 All power, air conditioning, lighting, telephone facilities, et cetera shall be provided by Phoenix. All costs for providing the space and utilities shall be borne by Phoenix. The costs for installation and maintenance of Daisy Mountain Fire District radio equipment and support infrastructure shall be borne by the Daisy Mountain Fire District.

2. TOWER:

- 2.1 Phoenix grants Daisy Mountain Fire District permission to occupy space on the existing Monopole at the Outlet Mall site. Daisy Mountain Fire District will install two (2) Point to Point (PTP) Microwave antennas and radios at 40ft: one points to Crown Castle Tower and the other points to Daisy Mountain Fire Station 142. Daisy Mountain Fire District will route two (2) T1's from each antenna (total of 4 T1's) from the antennas to Phoenix's shelter for use by Phoenix. All work performed in installing the antennas shall comply with good engineering and installation practices and building codes.

3. INSTALLATION:

- 3.1 Daisy Mountain Fire District shall prepare and install equipment at the Outlet Mall for two (2) PTP microwave links, one to each Daisy Mountain Fire Station 141 and 146. All associated costs of site preparation and installation shall be the responsibility of Daisy Mountain Fire District. In return for the use of this site, Daisy Mountain Fire District will

provide Phoenix two (2) T1's each, through the PTP equipment, from Daisy Mountain Fire Stations 141 and 146 back to Phoenix's Outlet Mall Site.

4. REMOVAL OF EQUIPMENT:

4.1 Daisy Mountain Fire District shall remove their property upon termination by either agency.

5. FREQUENCY PROTECTION:

5.1 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.

5.2 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.

6. MAINTENANCE:

6.1 Communications equipment and support facilities installed at the site shall be maintained by the equipment owner. Phoenix shall provide escorted access to the site when Daisy Mountain Fire District maintenance personnel require access for preventive and corrective maintenance activities. Preventive and corrective maintenance performed by either AGENCY that may affect the other AGENCY'S service shall be coordinated between the AGENCIES prior to the start of work. Service interruptions shall be kept to an absolute minimum.

7. TERM:

7.1 The term of this Supplement shall be coterminous with the underlying Agreement.

8. OPTION TO EXTEND:

8.1 This Supplement will automatically renew upon the renewal of the underlying Agreement.

9. TERMINATION:

9.1 Phoenix, real-estate site owners of the site, may terminate this Supplement No. 3 or Daisy Mountain Fire District's use of the facility at any time by giving no less than three hundred sixty-five (365) days written notice to Daisy Mountain Fire District. Daisy Mountain Fire District, not owning the facility, may terminate this Supplement No. 3 or its use of Phoenix's facility at any time by giving no less than one hundred eighty (180) days written notice to Phoenix. Unless sooner terminated, this Supplement No. 3 and any extensions hereof shall automatically terminate upon termination of the Agreement.

This Supplement No. 3 shall become effective on November 1, 2011.

CITY OF PHOENIX
A Municipal Arizona Corporation
David Cavazos
City Manager

DAISY MOUNTAIN FIRE DISTRICT

By: David A. Felix
David A. Felix
Assistant Chief Information Officer

By: [Signature]
BOARD CHAIR DMEFD

Date: 12/07/2011

Date: November 21, 2011

ATTEST:

ATTEST:

[Signature]
City Clerk ACTING

[Signature]

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 Daisy Mountain Fire District under the laws of the State of Arizona.

[Signature]
ACTING City Attorney
R.T.

[Signature]
Attorney

Date: _____

Date: 12-13-11



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CITY CLERK DEPT.