



DEC 11 2014



MEMORANDUM – Police Department

DATE: NOVEMBER 17, 2014

TO: MAYOR AND COUNCIL

THRU: RICH DLUGAS, CITY MANAGER *RD*
SEAN E. DUGGAN, CHIEF OF POLICE *SD*

FROM: RON T. PARKS, POLICE RADIO COMMUNICATIONS ANALYST *RTP*

SUBJECT: SITE SPECIFIC SUPPLEMENTAL AGREEMENT WITH CITY OF PHOENIX
- NO. 002

RECOMMENDATION: Staff recommends City Council approve Site Specific Supplemental Agreement No. 002 with the City of Phoenix, per terms of the previously approved Intergovernmental Agreement (IGA) No. 101746, Amendment No. 01, between the City of Phoenix and the City of Chandler, regarding sharing of telecommunications facilities and network infrastructure located at 911 S. Hamilton Street, and authorize the Mayor to execute the agreement.

BACKGROUND/DISCUSSION: On June 27, 2002, Council approved an IGA with the City of Phoenix for sharing of telecommunications facilities. On September 14, 2012 the City of Chandler renewed and amended IGA No. 101746 regarding the sharing of telecommunications facilities. The amended IGA requires Site Specific Supplemental Agreements be entered into for each shared telecommunications facility location.

Shared telecommunications facilities are necessary for operation of the regional-based radio network, which provides seamless interoperable radio communications for multiple public safety and government agencies operating within the greater Phoenix metropolitan area. This proposed motion applies to Site Specific Supplement Agreement No. 002 regarding sharing of telecommunications facilities located at Chandler Fire Station 281, 911 S. Hamilton Street.

FINANCIAL IMPLICATIONS: None.

PROPOSED MOTION: Move that Council approve Site Specific Supplemental Agreement No. 002 with the City of Phoenix, per terms of the previously approved Intergovernmental Agreement (IGA) No. 101746, Amendment No. 01, between the City of Phoenix and the City of Chandler, regarding sharing of telecommunications facilities and network infrastructure located at 911 S. Hamilton Street, and authorize the Mayor to execute the agreement.

Attachment: Site Specific Supplemental Agreement No. 002 to IGA 101746

**SITE SPECIFIC SUPPLEMENT NO. 002
INTERGOVERNMENTAL AGREEMENT (IGA), No. 101746
FOR SHARING OF TELECOMMUNICATIONS FACILITIES AND NETWORK INFRASTRUCTURE
BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF CHANDLER**

This Site Specific Supplement 002 to Intergovernmental Agreement (IGA) 101746 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, a municipal corporation (PHOENIX), and the City of Chandler, a municipal corporation (CHANDLER). Hereafter, PHOENIX shall refer to the City of Phoenix and/or the RWC represented by Phoenix as the Administrative and Network Managing Member. 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. 002.

1. SITE:

1.1. 911 S. Hamilton in CHANDLER, Arizona (Lat. 33° 17' 34.90" N, Long. 111° 49' 55.50" W). CHANDLER, the property owner, grants PHOENIX permission to use the existing property for the installation of RWC 700/800 MHz Trunked Radio Network transmitters, receivers, antennas, Microwave backhaul equipment and associated equipment identified in the Motorola Detailed Design documents for this site.

1.2. CHANDLER owns a 36' x 15' communications equipment building and 200' self-supporting Lattice Tower at this location. This building and tower will be managed and maintained by the RWC. CHANDLER will also provide Emergency Generator power to service the communications equipment building in the event of a commercial power outage. Electro-mechanical, generator, and HVAC equipment at this location shall be managed and maintained by the RWC.

2. **FACILITY OWNERSHIP:** CHANDLER owns this communications facility. PHOENIX manages and maintains the building and tower. If this agreement is ever terminated, PHOENIX shall be responsible to remove all its equipment and restore the property to its pre-existing condition as agreed upon by CHANDLER.

3. FREQUENCY USE:

3.1. **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).

3.2. **Frequency Protection:**

3.2.1. PHOENIX shall be responsible for resolving interference problems generated by PHOENIX equipment which may affect existing frequencies employed by CHANDLER, and shall bear the cost of such resolution. PHOENIX will not be responsible for interference to CHANDLER equipment from PHOENIX equipment that exists at the time any new CHANDLER equipment is added. PHOENIX also agrees to work with CHANDLER to resolve any potential interference problems between their respective systems.

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

3.2.3. PHOENIX and CHANDLER 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.

3.3. Equipment/Frequency Assignment:

3.3.1. RWC Equipment Frequencies

769.10625: Simulcast C, CH 9
769.35625: Simulcast C, CH 11
769.60625: Simulcast C, CH 5
769.85625: Simulcast C, CH 7
770.10625: Simulcast C, CH 1
770.35625: Simulcast C, CH 3
770.60625: Simulcast C, CH 13
770.85625: Simulcast C, CH 14
771.10625: Simulcast C, CH 15
771.35625: Simulcast C, CH 16
771.60625: Simulcast C, CH 6
771.85625: Simulcast C, CH 8
772.10625: Simulcast C, CH 2
772.35625: Simulcast C, CH 4
772.60625: Simulcast C, CH 10
772.85625: Simulcast C, CH 12

3.3.2. Microwave Equipment Frequencies

17755.00000 MHz: To Chandler Police Dispatch
18062.00000 MHz: To Chandler EOC
11015.00000 MHz: To Chandler Fire Training Academy

4. **REMOVAL OF EQUIPMENT:** PHOENIX will remove its' equipment from CHANDLER property and return the property to its original condition upon termination of this agreement by either AGENCY.
5. **MAINTENANCE:** Maintenance of equipment, and various site responsibilities are delineated in the attached Exhibit A. PHOENIX shall provide reasonable 24 hr/day access to the site by CHANDLER 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.
6. **TERM:** The term of this SUPPLEMENT shall be coterminous with the underlying AGREEMENT.
7. **OPTION TO EXTEND:** This SUPPLEMENT will automatically renew upon the renewal of the underlying Agreement.
8. **TERMINATION:** CHANDLER, as the owner of the communications facility may terminate this Supplement or use of the facility at any time by giving no less than 365 days written notice to PHOENIX. PHOENIX not owning the property on which the CHANDLER communications facility is located, may terminate this Supplement at any time by giving no less than ninety (90) days written notice to CHANDLER. Unless sooner terminated, this Supplement and any extensions hereof shall automatically terminate upon termination of the Basic Sharing Agreement.

IN WITNESS WHEREOF, the parties herein have caused this IGA Site Specific Supplement No. 002 to be executed in duplicate originals.

CITY OF CHANDLER, a municipal corporation
JAY TIBSHRAENY, Mayor

By: _____
Mayor Jay Tibshraeny

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 Chandler under the laws of the State of Arizona.

City Attorney *[Signature]*

ATTEST:

City 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

**Chandler Police Site at 911 S. Hamilton:
 Responsibility and Maintenance Support Matrix
 IGA Number: 101746;
 Supplement No. 002
 (Last updated: 3/6/14)**

Item	Action for RWC	Action for Member
RF & Network Infrastructure	RWC to operate and maintain	N/A
Microwave	RWC to operate and maintain	
Communications (T1's)	N/A	N/A
Radio Subscriber Equipment	N/A	N/A
Dispatch Console Equipment and Logging Recorders	N/A	N/A
Conventional Site Controllers	N/A	N/A
Tower	The RWC will manage and maintain the tower	Chandler is the owner of the tower

Antennas	The RWC is responsible to maintain the RWC RF and microwave antennas mounted on the tower	Chandler is responsible for the maintenance and management of all other antennas at the site.
Building	The RWC is responsible to maintain the building.	The site is owned by Chandler
HVAC	The RWC is responsible to maintain the HVAC.	The HVAC is owned by Chandler
Generator	The RWC is responsible to maintain the generator.	The generator is owned by Chandler
Pest Control	The RWC will manage the pest control contract for the building.	N/A
FM 200	The RWC will maintain the FM 200 system.	N/A
Commercial Power		
Lease	N/A	N/A
Access	Since the RWC owns and operates the site access control system; the RWC will provide reasonable 24 by 7 access to the building.	N/A
Insurance	The RWC shall maintain appropriate insurance for the RWC network and microwave equipment turned over to the RWC.	Chandler shall maintain appropriate insurance for all equipment and facilities for which Chandler retains ownership.

Equity	The RWC shall adjust Chandler's equity in the RWC system to include the RWC Network and microwave equipment turned over the RWC.	
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