



DEC 11 2014



MEMORANDUM – Police Department

DATE: NOVEMBER 17, 2014

TO: MAYOR AND COUNCIL

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

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

SUBJECT: SITE SPECIFIC SUPPLEMENTAL AGREEMENT WITH CITY OF PHOENIX
- NO. 004

RECOMMENDATION: Staff recommends City Council approve a Site Specific Supplemental Agreement 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 576 W. Pecos Road, 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 resolution applies to Site Specific Supplement Agreement No. 004 regarding sharing of telecommunications facilities located at Chandler Emergency Operations Center, 576 W. Pecos Road.

FINANCIAL IMPLICATIONS: None.

PROPOSED MOTION: Move that Council approve a Site Specific Supplemental Agreement 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 576 W. Pecos Road, and authorize the Mayor to execute the agreement.

Attachment: Site Specific Supplemental Agreement No. 004

**SITE SPECIFIC SUPPLEMENT NO. 004
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 004 to Intergovernmental Agreement (IGA) No. 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, an Arizona municipal corporation (PHOENIX), and the City of Chandler, an Arizona municipal corporation (CHANDLER). 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. 004.

1. SITE:

1.1. Chandler Emergency Operations Center (EOC) 576 W. Pecos Rd., Chandler, AZ 85225, (Lat 33°, 17', 31.10" N, Long 111°, 50', 59.3" W). CHANDLER, the property licensee, grants PHOENIX permission to use the existing property for the installation of Regional Wireless Cooperative (RWC) Microwave equipment, to connect Chandler Police Dispatch into the RWC Network.

1.2. CHANDLER grants PHOENIX permission to occupy sufficient space for the microwave, the battery backup or UPS system which supports it, and space on the roof for one microwave dish.

2. FACILITY OWNERSHIP: CHANDLER owns and operates this facility. 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. EQUIPMENT OWNERSHIP: CHANDLER shall own and maintain all console equipment. CHANDLER shall submit a letter of transfer for the microwave and network equipment listed in Attachment A to the RWC Board of Directors for approval and acceptance. Once approved by CHANDLER and the RWC, PHOENIX, on behalf of the RWC, as Administrative Managing Member, shall own and maintain, all microwave and network equipment listed in Attachment A.

CHANDLER retains ownership of all other console, logging recorder, control stations and ancillary equipment.

4. FREQUENCY USE:

4.1. 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).

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 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.

4.2.2. 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.

4.2.3. 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.

4.3. Equipment/Frequency Assignment:

4.3.1. The site will contain the following Microwave equipment and frequencies:

Chandler EOC to Chandler Hamilton (Pecos) – Harris Truepoint microwave equipment and dish in the 19 GHz band.

5. **REMOVAL OF EQUIPMENT:** PHOENIX will remove all city/RWC-owned equipment from CHANDLER 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. CHANDLER shall provide reasonable 24 hr/day 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 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 CHANDLER dispatch function 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:** CHANDLER 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 Basic Sharing Agreement.

IN WITNESS WHEREOF, the parties herein have caused this IGA Site Specific Supplement No. 004 to be executed in duplicate originals.

CITY OF CHANDLER, a municipal corporation
JAY TIBSHRAENY, Mayor

CITY OF PHOENIX, a municipal corporation
ED ZUERCHER, City Manager

By: _____
Mayor Jay Tibshraeny

By: _____
David A. Felix
Executive Director
Regional Wireless Cooperative

Date: _____

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 *RHP*

ATTEST:

City Clerk

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 EOC: Responsibility and Maintenance Support Matrix
IGA Number: 101746;
Supplement No. 004
(Last updated: 3/17/14)

Item	Action for RWC	Action for Member
RF & Network Infrastructure	N/A	N/A
Microwave	RWC is responsible for the installation and licensing of the microwave equipment. RWC to maintain the equipment, after expiration of the warranty period.	N/A
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	N/A	N/A

Antennas	The RWC is responsible to maintain the microwave antennas mounted at Chandler EOC, after expiration of the warranty period.	Chandler is responsible for the maintenance and management of all other antennas at the site.
Building		Chandler EOC owned and maintained by Chandler
HVAC		Chandler EOC owned and maintained by Chandler
Generator		Chandler EOC owned and maintained by Chandler
Pest Control		Chandler EOC owned and maintained by Chandler
FM 200	N/A	N/A
Commercial Power		Chandler EOC owned and maintained by Chandler
Lease	N/A	N/A
Access	N/A	Chandler is responsible to provide the RWC reasonable, 24 by 7 access to the dispatch facility for the maintenance and repair of microwave and RWC network equipment located at the facility.
Insurance	The RWC shall maintain appropriate insurance for the RWC microwave equipment.	Chandler shall maintain appropriate insurance for all equipment for which Chandler retains ownership.
Equity	N/A	N/A