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**MEMORANDUM Police Department-Council Memo No. 2015-114**

**DATE:** JULY 28, 2015

**TO:** MAYOR AND COUNCIL

**THRU:** MARSHA REED, ACTING CITY MANAGER MR
SEAN DUGGAN, CHIEF OF POLICE SD

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

**SUBJECT:** RESOLUTION NO. 4889 AUTHORIZING THE MAYOR TO EXECUTE A SITE SHARING AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (SRP) FOR SHARING OF TELECOMMUNICATION FACILITIES

**RECOMMENDATION:** Staff recommends approval of Resolution No. 4889, authorizing a Site Sharing Agreement between the City of Chandler and the Salt River Project Agricultural Improvement and Power District (SRP) to facilitate sharing of telecommunications facilities.

**BACKGROUND/DISCUSSION:** SRP provides electrical power services throughout the City of Chandler, servicing citizens to ensure sustainable and continued energy delivery. SRP has experienced difficulty in communicating with service personnel in the field within the City, compromising their ability to efficiently and safely service the citizens of Chandler as well as maintaining power to vital public safety infrastructure such as traffic intersections and water wells.

SRP desires to locate supplemental radio communications equipment in the City of Chandler to provide infill for service and support operations within the City. This equipment will augment the ability to service the citizens of Chandler and provide for enhanced public safety. This Agreement acknowledges the potential reciprocal use of telecommunication facilities between the City and SRP. Specific use of a facility will be identified in a separate Supplemental Site Agreement whereby terms of use are agreed

upon. As such, per the terms of this Agreement, a Site Specific Supplemental Agreement No. 1 regarding location of radio communications equipment at 911 S. Hamilton St. is also being submitted to Council for authorization at this time.

**FINANCIAL IMPLICATIONS:** None.

**PROPOSED MOTION:** Move to approve Resolution No. 4889, authorizing a Site Sharing Agreement between the City of Chandler and the Salt River Project Agricultural Improvement and Power District to facilitate sharing of telecommunications facilities.

Attachments:
Resolution No. 4889
Agreement

RESOLUTION NO. 4889

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE A SITE SHARING AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (SRP) FOR SHARING OF TELECOMMUNICATION FACILITIES.

WHEREAS, the City of Chandler and the Salt River Project Agricultural Improvement and Power District ("Parties") wish to enter into a Site Sharing Agreement for the sharing of telecommunications facilities; and

WHEREAS, it is to the mutual benefit of the Parties that they enter into such an Agreement for the enhancement of communication systems that provide for enhanced public safety; and

WHEREAS, the Parties agree to reciprocate use of telecommunication facilities, when appropriate;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, that the Mayor is authorized to sign and execute the Site Sharing Agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona this ___ day of _____ 2015.

ATTEST:

_____ _____

CITY CLERK MAYOR

APPROVED AS TO FORM:

_____

CITY ATTORNEY RNR

CERTIFICATION:

I HEREBY CERTIFY that the above and foregoing Resolution No. 4889 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at the regular meeting held on the ___ day of _____ 2015, and that a quorum was present thereat.

_____

City Clerk

**SITE SHARING AGREEMENT**
**BETWEEN THE CITY OF CHANDLER AND**
**SALT RIVER PROJECT**
**FOR SHARING OF COMMUNICATIONS FACILITIES**

**AGREEMENT NUMBER 4889**

This Agreement ("AGREEMENT") is made and entered into this ____day of _____, 2015, by and between the CITY OF CHANDLER, a municipal corporation organized and existing under the laws of the State of Arizona, (hereinafter called "CHANDLER"), and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a municipal corporation organized and existing under the laws of the State of Arizona, (hereinafter called "SRP"). The parties are sometimes referred to jointly herein as "AGENCIES" and individually as "AGENCY."

IT IS HEREBY AGREED, by and between the parties, as follows:

1. Definitions:

   a. "Telecommunications Facility" or in the plural "Telecommunications Facilities" shall mean existing telecommunications tower(s) and building(s) or space for buildings located at or near the base of the existing tower to house equipment.

   b. "Site-Specific Supplemental Agreements" shall mean agreements between the AGENCIES to locate specific telecommunications equipment and material within the other AGENCY'S specific Telecommunications Facility.

2. Facilities Reciprocal Use: Subject to the terms of this AGREEMENT, each AGENCY agrees to allow the other AGENCY to use a portion of its Telecommunications Facilities under the specific terms of a mutually agreed upon Site-Specific Supplemental Agreement, upon request of the other AGENCY and without a usage fee, except where the requested usage would cause substantial interference with the telecommunications operations or service of the AGENCY owning the facility, or where prohibited by law or this or other agreements.

3. Use Approval Procedure: Whenever an AGENCY desires to use a portion of the Telecommunications Facility owned by another AGENCY, the following procedures must be followed:

   a. The AGENCY requesting the use of the other AGENCY'S Telecommunications Facility shall give the other a written request specifying the site and the character of the equipment which the requesting AGENCY desires to install at the site. The requesting AGENCY shall also submit a site installation plan to the other AGENCY'S telecommunications section, and obtain written approval from that section prior to entering a Site-Specific Supplemental Agreement. (See Attachment A Site Installation Plan).

b. If the other AGENCY accepts the request, the AGENCIES shall then enter into a Site Specific Supplemental Agreement which shall set forth all relevant terms and conditions with respect to the site. The requesting AGENCY must enter into a Site Specific Supplemental Agreement prior to installation of equipment. Each of these Site-Specific Supplemental Agreements shall make reference to this AGREEMENT and become supplements to this AGREEMENT. In order for the Site-Specific Supplemental Agreement to be effective, the agreement must be approved by both Agencies.

4. Consulting Fees: Unless otherwise mutually agreed in a Site-Specific Supplemental Agreement, any consulting fees incurred shall be paid by the AGENCY employing the consultant.

5. Frequency Protection: The responsibility for resolving interference problems shall be specified in the Site-Specific Supplemental Agreement.

6. Rights-of-Way: The AGENCIES will cooperate with each other in obtaining any necessary consents or rights-of-way should the underlying ownership to the site be in a person other than one of the AGENCIES.

7. Reciprocal Use, Rights and Obligations:

   a. The AGENCY requesting use of the Telecommunications Facility shall bear the cost of purchasing, installing and maintaining the equipment necessary to complete the installation. Such AGENCY shall establish and maintain a budget according to its own rules and regulations.

   b. Each AGENCY shall have its transmitter frequencies examined by the telecommunications manager for the facility where the installation is to take place to detect any potential cause of interference at the telecommunications site. Transmitters shall employ isolators, circulators, resonant cavities and other devices to reduce interference as state-of-the-art and good engineering practices dictate.

   c. The host AGENCY (of the Telecommunications Facility) shall take reasonable precautions to protect the other AGENCY'S equipment located at the facility, but shall not be responsible for damage to, or loss of, such equipment whether by fire, theft or otherwise, unless caused by negligence of the owner of the facility.

   d. Each AGENCY shall be responsible for obtaining and maintaining any licenses required by the Federal Communications Commission for that AGENCY' S telecommunications equipment.

   e. Private vendor(s) on contract with an AGENCY shall be escorted by an employee of the AGENCY contracting with the vendor when working at the telecommunications site.

8. Term: The term of this AGREEMENT shall be for ten (10) years, commencing on August 17, 2015, and ending on August 31, 2025.

9. Option to Extend: This AGREEMENT may be renewed for one additional ten (10) year term under the same terms and conditions as stated in this AGREEMENT and any intervening amendments thereof. Either AGENCY shall give the other AGENCY written notice of its intention to renew this AGREEMENT at least ninety (90) days prior to the expiration of this AGREEMENT.

10. Termination: The AGENCY owning a Telecommunications Facility may terminate this AGREEMENT or the other AGENCY'S use of any facility at any time by giving no less than three hundred sixty-five (365) calendar days' written notice to the other AGENCY. The AGENCY not owning a Telecommunications Facility may terminate this AGREEMENT or its use of the other AGENCY'S Telecommunications Facility at any time by giving no less than ninety (90) calendar days' written notice to the other AGENCY. In the event this AGREEMENT is terminated, all Site-Specific Supplemental Agreements will terminate automatically on the same date as the termination of this AGREEMENT.

11. Removal of Equipment: Upon expiration or termination of this AGREEMENT, the equipment shall be removed and the Telecommunications Facility restored as specified in the Site-Specific Supplemental Agreement.

12. Hold Harmless: Each AGENCY shall indemnify, defend and hold harmless each other AGENCY and its governing bodies, officers and employees for, from and against any and all claims, demands, suits, costs (including reasonable attorneys' fees and costs of litigation), liability, expense of damages resulting from the negligence of the AGENCY or its officers, employees, agents or contractors arising out of or in connection with this AGREEMENT (collectively, "Claims"); provided however that the indemnifying AGENCY's indemnification obligation hereunder shall be conditioned upon the following: (1) the indemnified AGENCY shall give the indemnifying AGENCY prompt and timely notice of any actual or threatened Claim, on which the indemnified AGENCY becomes aware of such actual or threatened Claim; and (2) the indemnified AGENCY shall cooperate with the indemnifying AGENCY in the defense or settlement of any Claim.

13. Limitation of Liability: Without in any way limiting the indemnification obligations set forth above, no AGENCY shall be liable to the other for lost profits, lost business, loss of business reputation or goodwill, or for any special, incidental, or consequential damages, whether foreseeable or not, resulting from or in connection with the performance of such AGENCY'S obligations under this AGREEMENT, or occasioned by any failure to perform or the breach of any obligation under this AGREEMENT, for any cause whatsoever, whether based in negligence or otherwise.

14. Successors and Assigns: This AGREEMENT shall be binding upon the AGENCIES and upon their successors. An AGENCY may assign its rights or obligations under this AGREEMENT only upon written approval of the other AGENCY.

15. Modification: Any amendment or modification of this AGREEMENT shall be in writing and shall be effective only after signature of each of the AGENCIES. In the event of any conflict in the provisions of this AGREEMENT and any Site-Specific Supplemental Agreement, the provisions of the Site-Specific Supplemental Agreement shall control.

16. Notice: Any notice, consent or other communication ("NOTICE") required or permitted under this AGREEMENT shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for SALT RIVER PROJECT:

Salt River Project
Telecommunication Systems Division
Mail Stop PBF200
P. O. Box 52025
PHOENIX, AZ 85072-2025
Telephone: (602) 236-8957
FAX: (602)236-8560

If intended for the CITY OF CHANDLER:

Contracts Administrator
Chandler Police Department
Telephone: (480) 782-4130
FAX: (480) 782-4155
E-Mail: ron.parks@chandleraz.gov

Notice shall be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) business days after the notices deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either AGENCY may change its mailing address, telephone or FAX number, or the person to receive the notice, by notifying the other AGENCY as provided in this Section.

Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

17. Transactional Conflicts of Interest: Each AGENCY acknowledges that this AGREEMENT is subject to cancellation by the other pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

18. Governing Law: This AGREEMENT shall be construed and interpreted in accordance with the laws of the State of Arizona.

19. Effective Date: This AGREEMENT shall become effective on January 1, 2015.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized officers and agents on the day and year first written above.

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

By: _____

Title: Director, Telecom Systems

CITY OF CHANDLER
A municipal corporation

By: _____

Title: _____
Mayor of Chandler

APPROVED AS TO FORM:

_____
City Attorney RHR

_____
Date

ATTEST:

_____
City Clerk

_____
Date