

MEMORANDUM Police Department-Council Memo No. 2015-115

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 *RT*

SUBJECT: RESOLUTION NO. 4890 AUTHORIZING THE MAYOR TO EXECUTE SITE SPECIFIC SUPPLEMENTAL AGREEMENT NO. 1 BETWEEN THE CITY OF CHANDLER AND THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (SRP) TO LOCATE RADIO COMMUNICATIONS EQUIPMENT AT 911 S. HAMILTON ST.

RECOMMENDATION: Staff recommends approval of Resolution No. 4890 authorizing the Mayor to execute Site Specific Supplemental Agreement No. 1 between the City of Chandler and the Salt River Project Agricultural Improvement and Power District (SRP), for the location of radio communications equipment at 911 S. Hamilton St., per terms of Agreement No. 4889 regarding sharing of telecommunication facilities.

BACKGROUND/DISCUSSION: SRP desires to locate supplemental radio communications equipment at 911 S. Hamilton St., 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 is Supplement No. 1 to the Site Sharing Agreement No. 4889 regarding sharing of telecommunication facilities that is also being submitted to Council for authorization at this time. This Agreement is intended to specify location of the facility and further outline the obligations of the Parties.

FINANCIAL IMPLICATIONS: None.

PROPOSED MOTION: Move to approve Resolution No. 4890 authorizing the Mayor to execute Site Specific Supplemental Agreement No. 1 between the City of Chandler and the Salt River Project Agricultural Improvement and Power District (SRP), for the

location of radio communications equipment at 911 S. Hamilton St., per terms of Agreement No. 4889 regarding sharing of telecommunication facilities.

Attachments:

Resolution No. 4890

Supplemental Agreement No.1

RESOLUTION NO. 4890

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE SITE SPECIFIC SUPPLEMENTAL AGREEMENT NO. 1 BETWEEN THE CITY OF CHANDLER AND THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (SRP) TO LOCATE RADIO COMMUNICATIONS EQUIPMENT AT 911 S. HAMILTON ST.

WHEREAS, the City of Chandler and the Salt River Project Agricultural Improvement and Power District ("Parties") wish to enter into Site Specific Supplemental Agreement No. 1 to locate radio communications equipment at the 911 S. Hamilton St.; and

WHEREAS, the location of communications equipment at this facility provides infill for service and support operations within the City; 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;

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 Specific Supplemental Agreement No. 1 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 *RHR*

CERTIFICATION:

I HEREBY CERTIFY that the above and foregoing Resolution No. 4890 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 4890**

SITE-SPECIFIC SUPPLEMENTAL AGREEMENT NO. 1

Pursuant to Agreement No. 4889 ("AGREEMENT") entered into as of the ____ day of _____, 2015 the CITY OF CHANDLER, a municipal corporation organized and existing under the laws of the State of Arizona, ("CHANDLER") and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a municipal corporation organized and existing under the laws of the State of Arizona, ("SRP") enter into this Site-Specific Supplemental Agreement which shall be Supplemental Agreement No. 1 ("SUPPLEMENT") to the AGREEMENT.

1. **Site:** Hamilton, located at 911 S. Hamilton, Chandler, AZ. 85225 (Lat. 33-17-34.9 N, Long. 111-49-55.6 W). CHANDLER grants SRP permission to use an existing 200 ft. tower for the installation of the radio antennas and associated equipment identified in the paragraph titled "Frequency Use" and "Tower" below.
 - a. **Facilities Ownership:** CHANDLER, the owner of the tower and HAMILTON site equipment, grants SRP use of this facility in accordance with the terms of the AGREEMENT and this SUPPLEMENT.
 - b. SRP, as the communications equipment installer, shall be the owner of the communications equipment installed as part of the SRP Trunked Radio Network and Microwave Backhaul. If the AGREEMENT is terminated, SRP shall remove all its equipment and restore the property to its pre-existing condition.
2. **Frequency Use:**
 - a. **Frequency Licensing:** As stipulated in the AGREEMENT, each AGENCY is responsible for the proper licensing of operating frequencies utilized at this site with the Federal Communications Commission (FCC).
 - b. **Frequency Protection:**
 - 1) CHANDLER shall be responsible for resolving interference problems generated by CHANDLER-owned equipment which affect existing frequencies employed by SRP and shall bear the cost of such resolution.
 - 2) SRP shall be responsible for resolving interference problems generated by SRP owned equipment which affect frequencies employed by CHANDLER, and shall bear the cost of such resolution.

- 3) CHANDLER and SRP shall ensure they are operating telecommunications equipment at this site in compliance with current licenses issued by the FCC. In the event that interference issues arise with either parties' equipment and it is determined that the interfering party is in compliance with its FCC license, then both parties will cooperate and work together to equitably resolve the problem per established FCC guidelines.

c. Frequency Assignment:

- 1) The HAMILTON site is an integral part of SRP's Trunked Radio System. The site will consist of 2 dB Spectra Antennas (1 Transmit at 165 ft. and 1 Receive at 205 ft.) and three 900 MHz Channel pair assignments as follows:

VOICE CHANNELS:

<u>Channel Number</u>	<u>Frequency</u>
TX1	938.9375
TX2	939.4375
TX3	939.9375
RX1	899.9375
RX2	900.4375
RX3	900.9375

- 2) In addition, SRP will deploy a 2 ft. Andrew VHLP2-11W Microwave dish, in order to provide backhaul to its own network, at 38 ft. on the NE corner of the tower with one 10-11 GHz channel pair assignment as follows :

- Transmit, Frequency 10.945 GHz
- Receive, Frequency 11.435 GHz

3. Tower:

- a. CHANDLER grants SRP permission to occupy space on the existing 200 foot tower. SRP will place two (2) new 900 MHz Omni antennas and one (1) two foot microwave dish on this tower as indicated on the attached application. (See Attachment A) All antenna and tower work shall be performed by authorized SRP contractors or personnel. All work performed in installing antennas shall comply with good engineering and installation practices and building codes.

4. Removal of Equipment: SRP shall remove all SRP-owned facilities and equipment from CHANDLER property and return the property to its original condition upon termination of the AGREEMENT by either AGENCY.

5. Maintenance: Communications equipment installed at the site shall be maintained by the owner of the equipment. CHANDLER shall provide 24-

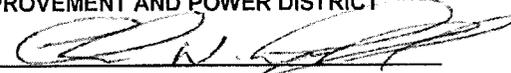
hour-per-day access to the site by SRP personnel for preventive and corrective maintenance activities. Preventive and corrective maintenance performed by either AGENCY that may affect the other AGENCY'S equipment or network systems shall be coordinated between the AGENCIES prior to the start of work. Because this equipment supports 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:** The AGENCIES shall have the option to extend this SUPPLEMENT for one (1) additional ten (10) year term under the same terms and conditions as stated in the AGREEMENT, this SUPPLEMENT, and any intervening amendments thereof. This SUPPLEMENT shall automatically extend for the additional ten (10) year period unless terminated by either party per the terms of the AGREEMENT and/or this SUPPLEMENT.
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 SRP. SRP, 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 AGREEMENT.

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

CITY OF CHANDLER
A municipal corporation

By: 

By: _____

Title: Director, Telecom Systems

Title: Mayor of Chandler

APPROVED AS TO FORM:

City Attorney 

Date

ATTEST:

City Clerk

Date