
INTERGOVERNMENTAL AGREEMENT (IGA) NO. _____
FOR SHARING OF TELECOMMUNICATIONS FACILITIES
BETWEEN
THE CITY OF PHOENIX
AND
THE TOWN OF PARADISE VALLEY

This Intergovernmental Agreement (IGA) 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 Town of Paradise Valley, an Arizona municipal corporation (PARADISE VALLEY). The parties are sometimes referred to jointly herein as "AGENCIES" and individually as "AGENCY."

RECITALS

WHEREAS PHOENIX and PARADISE VALLEY have the power to execute intergovernmental agreements pursuant to A.R.S. Section 11-952; and

WHEREAS PHOENIX is empowered to enter into this IGA pursuant to (i) Chapter 2, Section 2 of the Phoenix City Charter and (ii) that certain Amended and Restated Intergovernmental Agreement to Plan, Design, Construct, Operate, Maintain and Finance the Regional Wireless Cooperative Network dated June 29, 2009 by and among PHOENIX, PARADISE VALLEY, and various other entities (PHOENIX contract number 124822-001); and has delegated to the undersigned the authority to execute this IGA; and

WHEREAS PARADISE VALLEY is empowered to enter into this IGA pursuant to Paradise Valley Town Council approval, which has delegated, to the undersigned, the authority to execute this IGA; and

WHEREAS PHOENIX and PARADISE VALLEY have agreed to participate in sharing of telecommunications facilities and/or services owned and/or operated by each agency under the conditions set forth in this IGA; and with each other for mutual benefit and to facilitate collaboration with each other,

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

1. Definitions:

- 1.1. "Telecommunications Facility" (Facility) or in the plural "Telecommunications Facilities" (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.
- 1.2. "*Site-Specific Supplemental Agreement*" (SSSA) shall mean any site-specific agreement respecting the use by one AGENCY of a particular Facility or Facilities owned or controlled by the other AGENCY and that may, upon the AGENCIES' agreement, be appended to this IGA as a contractual addendum hereto, subject to the terms and conditions set forth herein.

2. Facilities Ownership:

- 2.1. In each SSSA the host AGENCY grants the requesting AGENCY use of the Facilities identified in any SSSA in accordance with the terms of this IGA and the applicable SSSA. Whether Paradise Valley or the City of Phoenix is the host AGENCY or the requesting AGENCY will vary from SSSA to SSSA.
- 2.2. The host AGENCY shall be the owner, operator and/or lessee of the Facility.

- 2.3. The requesting AGENCY shall be the owner of the communications equipment installed within or on the Facilities.
3. **Term:** The term of this IGA shall be for approximately ten (10) years, commencing on the Effective Date and ending on December 31, 2027.
4. **Option to Extend:** This IGA may be renewed for one (1) additional ten (10) year term subject to the mutual agreement of the parties. Either AGENCY shall give the other AGENCY written notice of its intention to renew this IGA at least ninety (90) days prior to the expiration of this IGA.
5. **Frequency Licensing and Protection:**
- 5.1. Each AGENCY shall ensure it is operating telecommunications equipment at the site in compliance with current licenses issued by the Federal Communications Commission (FCC).
- 5.2. In the event that interference issues arise with either AGENCY's equipment and it is determined that the interfering AGENCY is in compliance with its FCC license, then both AGENCIES will cooperate and work together to equitably resolve the problem per established FCC guidelines.
- 5.3. Each AGENCY shall be responsible for resolving interference problems generated by its equipment which affect existing frequencies employed by the other AGENCY, and shall bear the cost of such resolution.
6. **Rights-of-Way:** The AGENCIES will cooperate with each other in obtaining any necessary consents, easements, 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:**
- 7.1. Subject to the terms of this IGA, the host AGENCY agrees to allow the requesting AGENCY to use its Telecommunications Facilities for uses associated with the Regional Wireless Cooperative Network without a usage fee where: a) such use is acceptable to the host AGENCY; b) there is sufficient space, power, tower capacity and future growth for these items; c) the requested usage would not cause substantial interference with the telecommunications operations or service of the host AGENCY; and d) such use is not prohibited by this or other agreements.
- 7.2. 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.
- 7.3. The host AGENCY shall take reasonable precautions to protect the requesting 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 or intentional misconduct of the host AGENCY.
- 7.4. Each AGENCY shall be responsible for obtaining and maintaining any licenses required by the Federal Communications Commission for that AGENCY'S telecommunications equipment.
- 7.5. Private vendor(s) on contract with an AGENCY shall be escorted by an employee of that AGENCY when working at the telecommunications site.
8. **Site-Specific Supplemental Agreements:** Whenever either AGENCY desires to share telecommunications facilities owned and/or operated by the other AGENCY, such AGENCY shall give the other written notification specifying the site and the character of the equipment which the

requesting AGENCY desires to install at the site. If the other AGENCY accepts the request, the AGENCIES shall then enter into an SSSA which shall set forth additional terms and conditions with respect to the requesting AGENCY's use of the site. Each of these SSSAs shall make reference to this IGA and become supplements to this IGA. The AGENCIES will cooperate with each other in obtaining any necessary consents or rights-of-way should the underlying ownership to the site be a person other than one of the AGENCIES to this IGA.

9. **Removal of Equipment:** Upon expiration or termination of this IGA the SSAs shall terminate and the equipment of each AGENCY, which equipment is located on the other AGENCY's site pursuant to an SSSA, shall be removed by the guest AGENCY and, if requested by the host AGENCY, the requesting/guest AGENCY shall restore the property to its pre-existing condition.
10. **Maintenance:** Communications equipment installed at the site shall be maintained by the owner of the equipment, unless otherwise agreed to per the respective SSSA. The host AGENCY shall provide 24-hour-per-day access to the site by the requesting AGENCY 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 public safety operations, network service interruptions shall be kept to an absolute minimum.
11. **Consulting Fees:** Any consulting fees incurred shall be paid by the AGENCY employing the consultant.
12. **Successors and Assigns:** This IGA shall be binding upon the AGENCIES and upon their successors. An AGENCY may assign its rights or obligations under this IGA only upon written approval of the other AGENCY.
13. **Modification:** Any amendment or modification of this IGA 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 IGA and any Site-Specific Application, the provisions of the Application shall control.
14. **Notice:** Any notice, consent or other communication required or permitted under this IGA shall be in writing and: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent by facsimile transmission; (4) deposited with any commercial air courier or express service; or (5) deposited in the United States mail. Notices shall be addressed as follows:

If to Phoenix	Management Assistant Regional Wireless Cooperative 200 West Washington Street, 7 th Floor Phoenix, AZ 85003 Telephone: (602) 534-3781 E-mail: jeanine.besnier@phoenix.gov	David Francis, Phoenix City Attorney City of Phoenix Office of the City Attorney 200 West Washington, 13 th Floor Phoenix, AZ 85003-1611 Telephone: (602) 262-6761 E-mail: david.francis@phoenix.gov
If to Paradise Valley	Town Manager Town of Paradise Valley 6401 E. Lincoln Dr., Scottsdale, AZ 85253 Telephone: (480) 348-3610 E-mail: kburke@paradisevalleyaz.gov	Andrew Miller, Paradise Valley Attorney OFFICE OF THE TOWN ATTORNEY 6401 E. Lincoln Dr., Scottsdale, AZ 85253 Telephone: (480) 348-3691 E-mail: amiller@paradisevalleyaz.gov

Notice shall be deemed received: (1) at the time it is personally served; (2) upon receipt of return receipt from e-mail; (3) on the day it is sent by facsimile transmission; (4) on the second day after its deposit with any commercial air courier or express service; or (5) if mailed, ten (10) business days after the notice is 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.

15. **Termination:** Either AGENCY may terminate this IGA or any SSSA by giving no less than three hundred sixty-five (365) calendar days' written notice to the other AGENCY. Additionally, the requesting AGENCY for a particular SSSA may terminate the particular SSSA at any time by giving no less than ninety (90) calendar days' written notice to the host AGENCY. In the event this IGA is terminated, all SSSAs will terminate automatically on the same date as the termination of this IGA. To the extent any disposition of property is necessary upon termination of this IGA, property shall be returned to its original owner.
16. **Transactional Conflicts of Interest:** Each AGENCY acknowledges that this IGA is subject to cancellation pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
17. **Governing Law:** This IGA shall be construed and interpreted in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties herein have caused this IGA to be executed in duplicate originals.

TOWN OF PARADISE VALLEY, a municipal corporation
Kevin Burke, Town Manager

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager

By: _____

By: _____

Title: Town Manager

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 Town of Paradise Valley under the laws of the State of Arizona.

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.

Andrew Miller, Town Attorney

Assistant City Attorney

ATTEST:

ATTEST:

Duncan Miller, Town Clerk

City Clerk

**SITE SPECIFIC SUPPLEMENTAL AGREEMENT NO. 001
INTERGOVERNMENTAL AGREEMENT (IGA) No. _____
FOR SHARING OF TELECOMMUNICATIONS FACILITIES
BETWEEN
THE CITY OF PHOENIX
AND
THE TOWN OF PARADISE VALLEY**

This Site Specific Supplemental Agreement 001 to the Intergovernmental Agreement for Sharing of Telecommunications Facilities between the City of Phoenix and the Town of Paradise Valley (IGA) dated _____ (this "SSSA"), 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 Town of Paradise Valley, an Arizona municipal corporation (PARADISE VALLEY). The parties are sometimes referred to jointly herein as "AGENCIES" and individually as "AGENCY."

1. SITE:

- 1.1. PARADISE VALLEY Simulcast "H" Sub site (PVRF), Lat 33° 32' 11.68" N, Long 111° 59' 19.02" W., the property licensee, grants PHOENIX permission to use the existing property for the installation of Regional Wireless Cooperative (RWC) Microwave equipment, 700 MHz radios and all associated networking equipment for the new RWC Simulcast "H" Sub site into the RWC Network. PARADISE VALLEY is responsible for the maintenance of HVAC, building, pest control, landscaping, and generator. RWC will report any alarms to PARADISE VALLEY as required.
- 1.2. PARADISE VALLEY owns two Saguaro disguise tower structures, and hereby grants the RWC permission to install necessary antennas and equipment within the structures that are required for the RWC Simulcast "H" Sub site. RWC is responsible for antennas and associated equipment, PARADISE VALLEY is responsible for any maintenance on the Saguaro structures.
- 1.3. PARADISE VALLEY Dispatch, 6433 E. Lincoln Dr., PARADISE VALLEY, AZ 85253, Lat 33° 31' 49.43" N, Long 111° 56' 27.10" W, the property licensee, grants PHOENIX permission to use the existing property for the Microwave equipment, to connect PV Police Dispatch into the RWC Network.

2. **FACILITY OWNERSHIP:** PARADISE VALLEY owns and operates the real property for this site: Building, HVAC, generator, and FM200 fire suppression. 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 PARADISE VALLEY.

3. **EQUIPMENT OWNERSHIP:** The RWC shall retain ownership of the radio frequency, microwave, and networking equipment associated with the RWC network once final acceptance testing is complete and signed off. This equipment is outlined in the Motorola proposal dated June 17, 2015 (attachment B). Maintenance of the RF, microwave radios, and networking equipment shall be the responsibility of the RWC.

4. FREQUENCY USE:

4.1. **Frequency Licensing:** As stipulated in the IGA, 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 PARADISE VALLEY, and shall bear the cost of such resolution. PHOENIX will not be responsible for interference to PARADISE VALLEY equipment from PHOENIX equipment that exists at the time any new PARADISE VALLEY equipment is added. PHOENIX also agrees to work with PARADISE VALLEY to resolve any potential interference problems between their respective systems.

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

4.2.3. PHOENIX and PARADISE VALLEY 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 PARADISE VALLEY Sub site PVRF will become an important part of the RWC. The site will contain the following Microwave/Transmitters/Receivers:

- MICROWAVE EQUIPMENT/FREQUENCIES:
 - PARADISE VALLEY Sub site (PVRF), Call sign WQYB684, Microwave Networks Incorporated Proteus MX Split Mount radios facing Arcadia (TX 11.305 GHz) and facing Bell Butte (TX 6.745 GHz) under FCC file number 0007346750.
 - PARADISE VALLEY dispatch center (PVPD) Call sign WQYH998, Microwave Networks Proteus MX Split Mount facing Thompson Peak (TX 11.465 GHz) under FCC file number 0007465855.

- RWC SIMULCAST "H" FREQUENCIES:
 - PARADISE VALLEY Sub site PVRF:

▪ Channel 1	771.84375
▪ Channel 2	771.59375
▪ Channel 3	771.34375
▪ Channel 4	771.09375
▪ Channel 5	770.84375
▪ Channel 6	770.59375
▪ Channel 7	770.34375
▪ Channel 8	770.09375
▪ Channel 9	769.84375
▪ Channel 10	769.59375
▪ Channel 11	769.09375
▪ Channel 12	769.34375

5. REMOVAL OF EQUIPMENT: PHOENIX will remove all PHOENIX/RWC-owned equipment from PARADISE VALLEY 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). PARADISE VALLEY shall provide reasonable 24 hour/day access to the site by RWC maintenance 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 Paradise Valley dispatch function at this facility.

8. TERM: The term of this SSSA shall be coterminous with the underlying AGREEMENT.

9. OPTION TO EXTEND: This SSSA will automatically renew upon the renewal of the underlying Agreement.

10. TERMINATION: PARADISE VALLEY OR PHOENIX may terminate this SSSA or use of the facility at any time by giving no less than 365 days' written notice. Unless sooner terminated, this SSSA and any extensions hereof shall automatically terminate upon termination of the IGA.

IN WITNESS WHEREOF, the parties herein have caused this SSSA to be executed in duplicate originals.

PARADISE VALLEY, a municipal corporation
Kevin Burke, Town Manager

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager

By: _____

By: _____

Title: Mayor

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 Town of Paradise Valley under the laws of the State of Arizona.

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.

Andrew Miller, Town Attorney

Acting City Attorney

ATTEST:

ATTEST:

Duncan Miller, Town Clerk

City Clerk

EXHIBIT A

Paradise Valley Sub site (PVRF): Responsibility and Maintenance Support Matrix IGA Number: _____ (Last updated: 10/10/2017)		
Item	Action for RWC	Action for Member
RF & Network Infrastructure	RWC to maintain equipment at PVRF after expiration of the warranty period	N/A
Microwave	The RWC to maintain the equipment, including the licensing of the microwave equipment which is filed under the City of Phoenix FCC Registration Number (FRN).	N/A
Communications (T1's)	RWC is responsible to for all T1 circuits carried on the microwave network.	PARADISE VALLEY is responsible for any commercially provided T1 or fiber circuits connected to the PV dispatch center.
Radio Subscriber Equipment	N/A	N/A
Dispatch Console Equipment and Logging Recorders	The RWC will be responsible for RWC networking equipment supporting the PVPD console site and PVRF Sub site, after expiration of the warranty period; network transport is covered in Microwave and Communications line items.	PARADISE VALLEY is responsible for all maintenance and configuration management of dispatch consoles, logging recorders, and control stations.
Conventional Site Controllers	None	PARADISE VALLEY is responsible for all maintenance and management of the conventional site controllers.

Item	Action for RWC	Action for Member
Tower	N/A	PARADISE VALLEY owned and is responsible for maintenance on the disguise Saguaro structures.
Antennas	The RWC is responsible to maintain the microwave and 700 MHz antennas.	N/A
Building	RWC to monitor alarms and video – Follow notification procedures agreed upon by both entities.	Sub site PVRF owned and maintained by PARADISE VALLEY. PV to provide contact information to the RWC.
HVAC	RWC to monitor alarms and video – Follow notification procedures agreed upon both entities.	Sub site PVRF owned and maintained by PARADISE VALLEY. PV to provide contact information to the RWC.
Generator	RWC to monitor alarms and video – Follow notification procedures agreed upon both entities.	Sub site PVRF owned and maintained by PARADISE VALLEY. PV to provide contact information to the RWC.
Pest Control	RWC will report to PV any noticeable problems.	Sub site PVRF owned and maintained by PARADISE VALLEY. PV to provide contact information to the RWC.
FM 200	RWC to monitor alarms and video – Follow notification procedures agreed upon both entities.	Sub site PVRF owned and maintained by PARADISE VALLEY. PV to provide contact information to the RWC.
Commercial Power	RWC to monitor alarms and video – Follow notification procedures agreed upon both entities.	Sub site PVRF owned and maintained by PARADISE VALLEY. PV to provide contact information to the RWC.