
Staff Summary Report

Council Meeting Date: 12/13/07

Agenda Item Number: _____

SUBJECT: Request approval of a resolution authorizing the Mayor to enter into an Intergovernmental Agreement between the City of Tempe and the City of Phoenix for the reimbursement of funds by Tempe to bring the City of Tempe onto the joint Phoenix Regional Wireless Network (PRWN)/Trunked Open Arizona Network (TOPAZ).

DOCUMENT NAME: 20071216ITDH1 COMMUNICATION (1002-00) RESOLUTION NO. 2007.107

SUPPORTING DOCS: NO

COMMENTS: The Intergovernmental Agreement with Phoenix will allow Tempe to reimburse Phoenix for matching share of the COPS grant and Tempe's portion of the project cost associated with the addition of Tempe to the regional radio network.

PREPARED BY: DAVE HECK, DEPUTY IT MANAGER (x8777)

REVIEWED BY: GENE OBIS, IT MANAGER (x8353)

LEGAL REVIEW: JENAE NAUMANN, ASSISTANT CITY ATTORNEY (x8402)

FISCAL NOTE: Tempe will reimburse Phoenix for the matching share of the COPS grant, and for all costs over and above the COPS grant required to bring Tempe onto the PRWN Network ("Network Costs").

In accordance with the COPS grant, Tempe's portion of the grant is \$5,623,531, of which Tempe agreed to provide matching funds in the amount of \$1,405,883 (25%). The total cost to be billed to Phoenix by Motorola for bringing Tempe onto the PRWN system is \$13,636,632 including taxes. After application of grant funding, the total funding required from Tempe for Network Costs is \$8,013,101.

Network Costs include; site additions, infrastructure upgrades, network integration and other items accepted by all the participants as network components. It does not include cost for subscriber units (radios) or Annual Maintenance fees which are identified in the CIP. Those items will be billed directly to Tempe and are not reflected in any of the cost outlined above.

RECOMMENDATION: That the Council authorizes the Mayor to execute the Intergovernmental Agreement between the City of Phoenix and the City of Tempe.

RESOLUTION NO. 2007.107

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TEMPE AND THE CITY OF PHOENIX TO REIMBURSE PHOENIX FOR MATCHING SHARE OF THE COPS GRANT AND OTHER COSTS TO ADD TEMPE TO THE JOINT PHOENIX REGIONAL WIRELESS NETWORK (PRWN)/TRUNKED OPEN ARIZONA NETWORK (TOPAZ).

WHEREAS, the Cities of Phoenix, Mesa, and Tempe desire to further develop the joint Phoenix Regional Wireless Network (PRWN)/Trunked Open Arizona Network (TOPAZ) (the "Network") by adding Tempe to the Network; and

WHEREAS, the City of Tempe desires to reimburse Phoenix for matching share of the COPS Grant and other costs to bring Tempe onto the network; and

WHEREAS, the City of Tempe is authorized by A.R.S. §§ 11-951, et seq., and City Charter Section 1.03 to enter into this Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

The City Council authorizes the Mayor to execute the Intergovernmental Agreement between the City of Phoenix and the City of Tempe, on file with the City Clerk's office.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this _____ day of December, 2007.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITIES OF PHOENIX AND TEMPE**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the City of Phoenix (“Phoenix”) and the City of Tempe (“Tempe”), the Parties, for the reimbursement of funds by Tempe to bring the City of Tempe onto the joint Phoenix Regional Wireless Network (PRWN)/Trunked Open Arizona Network (TOPAZ).

WHEREAS, pursuant to the basic governing principles established by Intergovernmental Agreement No. 107120 between Phoenix and Mesa (the Cities), the Cities desire to further develop the combined PRWN/TOPAZ public safety communications system (the “Network”) by adding the Tempe to the Network.; and

WHEREAS, Tempe desires to reimburse Phoenix for matching share of the COPS Grant and all other costs to bring Tempe onto the network; and

WHEREAS, Tempe is authorized by A.R.S. § 11-951 et seq. and the City of Tempe Charter § 1.03 to enter into this Agreement, and the City Council has authorized the Mayor to sign this Agreement on behalf of Tempe; and

WHEREAS, Phoenix is authorized by A.R.S. § 11-951 et seq and Chapter 2, Section 2(i), Phoenix City Charter, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of Phoenix,

NOW THEREFORE, Phoenix and Tempe, in consideration of the foregoing and of the mutual promises contained herein, hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to memorialize the commitment by Tempe to reimburse Phoenix for the matching funds, and any additional costs for the COPS Interoperable Communications Technology Grant - 2005 to provide the infrastructure needed to connect Tempe to the PRWN/TOPAZ network.

II. DURATION

This Agreement shall commence when it has been executed by both parties. This Agreement shall remain in effect through June 30, 2009, unless it is terminated sooner pursuant to its terms. This Agreement may be extended with a written notice sent to the other party a minimum of thirty (30) calendar days prior to the expiration of this Agreement or prior to the expiration of any duly authorized extension of this Agreement. Any such extension shall be in writing and may be signed on behalf of Phoenix by its Chief Information Officer and on behalf of Tempe by its Information Technology Department Manager.

III. DESCRIPTION OF THE PROJECT

In support of the Cities’ decision to bring Tempe onto the network, Phoenix will engage the services of Motorola, Inc. to perform the design, installation and testing of the Network changes and additions to bring Tempe onto the Network. Phoenix has obtained a Community Oriented Policing System (COPS) grant, which Phoenix will apply towards the Network upgrade. Tempe will reimburse Phoenix for the matching share of the COPS grant, and for all other costs over and above the COPS grant and match required to bring Tempe onto the Network. The Executive Summary from the COPS Grant and the award document (Attachment A and A-1 respectively), detail the purpose of the grant. In accordance

with the COPS grant, Tempe's portion of the grant is \$5,623,531, of which Tempe agreed to provide matching funds in the amount of \$1,405,883 (25%).

The design presented by Motorola, for the Tempe portion of the project, and other items accepted by all the participants actually costs \$13,636,632, including taxes. The following table shows the total project costs and the total funding required from Tempe is \$8,013,101:

TEMPE PROJECT COSTS AND REIMBURSEMENT AMOUNTS	
Contractor Cost – Motorola (incl taxes, discount, South Mountain add'l site, A&D expansion)	\$12,838,632
Project contingency	\$422,000
CSSI Trip for 5 People	\$7,000
PRWN Project Support	\$45,000
Site Security Equipment	\$141,000
PRWN Project Management Support	\$183,000
PROJECT TOTAL	\$13,636,632
COPS Grant Funding	(\$5,623,531)
AMOUNT REMAINING	\$8,013,101

Tempe COPS Grant Matching Amount	\$1,405,883
Remaining Amount to be Reimbursed by Tempe	\$6,607,218
TOTAL TO BE REIMBURSED BY TEMPE	\$8,013,101

The parties agree that no initial capital investment fee will be imposed upon Tempe if and when Tempe joins the PRWN/TOPAZ network.

A. Scope of Services

Under the terms of the engagement, Contract 92483, Amendment 9, Motorola will perform the following tasks:

- Prepare the Design and conduct a Design Review for the upgrade
- Conduct the Civil Development
- Develop an Acceptance Test Plan
- Develop a Coverage Acceptance Test Plan
- Provide all services necessary to install all equipment and software, perform system testing, perform system integration and optimization, and cutover
- Conduct system testing
- Provide training
- Provide as-built system documentation including updates to the existing documentation.
- Provide warranty services

Phoenix will provide the following additional services:

- Provide overall project management
- Purchase and install site security and surveillance systems
- Provide engineering services for the oversight of installation, system configuration, testing, and other project support

IV. PAYMENT SCHEDULE

In consideration of the Services listed above, Tempe will be charged a total, not to exceed, \$8,013,101.

The payment schedule in the following table shall be used for the Motorola contract portion of the work:

Motorola Contract Payment Schedule	
Submission and Approval of Detail Design Review (DDR)	\$1,283,863.24
Successful Completion of CCSI Staging	\$2,567,726.50
Delivery and Approval of Inventory Validation	\$2,567,726.50
Installation and Acceptance of Equipment at the Tempe Police Department South Substation Site (TPDS)	\$962,897.43
Installation and Acceptance of Equipment at the Papago Butte Water Tower Site (PBWT)	\$962,897.43
Installation and Acceptance of Equipment at the Tempe Fire Training Center Site (TFTC)	\$962,897.43
Installation and Acceptance of Equipment at the Bell Butte Site (BBUT) and any optional site(s)	\$962,897.43
System Training and Initial System Acceptance	\$1,283,863.24
Final Acceptance	\$1,283,863.24
Total	\$12,838,632.44

Phoenix shall invoice Tempe for Motorola contract payments when Motorola invoices Phoenix, and for the remaining services as they occur.

Invoices

Invoices shall be submitted to: Police Department
Attn: Mary Anders
City of Tempe
120 E. 5th St.
Tempe, AZ 85281

Invoices shall be paid within thirty (30) days from the date of the invoice.

V. TERMINATION

Either party may terminate this Agreement by providing the other party a one hundred and eighty (180) calendar day written notice.

VI. GENERAL PROVISIONS

A. Entire Agreement; Integration; Amendments

This Agreement constitutes the full and complete understanding and agreement of the Parties as to its subject matter. This Agreement supersedes any and all previous representations, understandings, and agreements relating to its subject matter. This Agreement may not be modified except in writing signed by both Parties.

B. Severability

This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. The term found invalid will be ineffective without invalidating the remaining terms and provisions of this Agreement.

C. Termination for Conflict of Interest

The Parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

D. Notices

Any notice required under this Agreement shall be delivered or sent via Certified Mail, Return Receipt Requested to the following persons and shall be effective upon delivery. The designated representatives for notice purposes may be changed by written notice to the other Party.

For the City of Phoenix: Chief Information Officer
City of Phoenix
251 W. Washington St., 6th Floor
Phoenix, AZ 85003

For the City Of Tempe: Information Technology Department Manager
City of Tempe
120 E. 5th St.
Tempe, AZ 85281

E. Dispute Resolution

In the event of a dispute between the parties to this Agreement regarding a provision of this Agreement, a party's performance of its obligations as stated in this Agreement or any other matter governed by the terms of this Agreement, the parties will meet in good faith to attempt to resolve the dispute. If such a meeting fails to resolve the dispute, then the parties agree that such dispute may be resolved through mediation, if mediation is agreed to by the parties. The parties shall mutually agree upon the services of one (1) mediator whose fees and expenses shall be borne equally by the parties. If the dispute is not resolved within a reasonable time, the parties shall be free to use other remedies available to them to resolve the dispute. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing party in such litigation or arbitration shall be entitled to recover its attorney's fees, expert witness fees and other taxable costs of litigation.

F. Books and Records

All books, accounts, reports, files, and other records relating to this Agreement shall be subject at all reasonable times to inspection by either party during the time this Agreement is in effect and for three (3) years after termination of this Agreement.

G. Recordation

This Agreement shall be filed with the Maricopa County Recorder.

H. Governing Law

This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Arizona as in effect from time to time, without giving effect to conflicts of law principles. Any litigation related to this Agreement shall be commenced in the courts of Maricopa County, Arizona.

I. Binding Agreement; No Assignment

This Agreement shall be binding upon the successors and assigns of the Parties. The Parties may not assign this Agreement or any of its rights, or delegate any performance under this Agreement without the prior written consent of the other Party.

J. Adoption by Mayor and Council; Authority to execute minor amendments

This Agreement is subject to adoption by Tempe's Mayor and City Council. Upon execution of this Agreement, the Mayor and Council authorize the Information Technology Department Manager of Tempe to sign other documents or amendments, including renewals, of this Agreement as may be necessary to effectuate this Agreement and further authorize said Information Technology Department Manager to act upon any other matters not presently contemplated but which may arise and require Tempe's action in order to effectuate the purpose of this Agreement.

IN WITNESS WHEREOF, the City of Phoenix and the City of Tempe have caused their duly authorized representatives to execute this Agreement on their behalf this ____ day of November, 2007.

CITY OF TEMPE, a municipal corporation of the State of Arizona
HUGH HALLMAN, Mayor

By: _____

Name: _____

Title: _____

The above Agreement has been reviewed pursuant to A.R.S. § 11-952, by the undersigned attorney who has determined that it is in the proper form and is within the powers and authority granted to the City of Tempe, Arizona.

CITY OF TEMPE, City Attorney

ATTEST:

CITY OF TEMPE, City Clerk

CITY OF PHOENIX, a municipal corporation of the State of Arizona
FRANK A. FAIRBANKS, City Manager

By: _____

Name: Charles Thompson

Title: Chief Information Officer

The above Agreement has been reviewed pursuant to A.R.S. § 11-952, by the undersigned attorney who has determined that it is in the proper form and is within the powers and authority granted to the City of Phoenix.

CITY OF PHOENIX, Acting City Attorney

ATTEST:

CITY OF PHOENIX, City Clerk

EXHIBIT A

Phoenix Metropolitan Area Interoperability Initiative - 2005

Executive Summary

The Phoenix metropolitan area is one of the fastest growing urban areas in the United States. The population of the metro area has increased by 45% since 1990—as have the responsibilities placed on law enforcement to provide public safety services to the area. The lack of communications interoperability is the most perilous issue facing Phoenix metro area public safety agencies and their respective communities. Without funding to provide basic interoperable connectivity, Phoenix area agencies will not be able to effectively respond to day-to-day community needs and crisis situations, and will be limited in the ability to work with state and federal agencies on homeland security initiatives and responses to national threats and incidents.

Proposal

This project proposal represents a multi-jurisdictional, multi-disciplinary approach to establishing long term voice and data interoperability in the Phoenix metro area. The interoperability vision for the Phoenix metro area is to have an 800 MHz digital trunking system that is shared on a day-to-day basis among Phoenix metro public safety agencies—one that will also support state and federal access. This system will ultimately be enhanced by additional 700MHz spectrum.

Currently, the two largest cities in the Phoenix metro area, Phoenix and Mesa, have partnered to share an 800 MHz digital trunking system that allows day-to-day, real time communications over a single system. This system is up and running, and has proven to work effectively. The goals of this proposal are to:

- Expand the core communications system by building the infrastructure to add a third *partner*, Tempe, to join this shared system. Tempe will serve as a *partner* with Phoenix and Mesa, and will share the authority and responsibility of maintaining the system.
- Provide an opportunity for smaller agencies to join the system by bringing Apache Junction on to the system as a *member*.

This effort will expand the interoperable communications functionality to a larger portion of the Phoenix metro area, and will formally establish the regional communications interoperability standard for public in the Phoenix metro area. It will also serve as a catalyst for more agencies to ultimately join the system. This project is directly tied to Arizona's Homeland Security Strategy, and will integrate with all federal, state, and county/local agencies that will ultimately rely on 700 MHz frequencies.

The total cost of this project is \$7.98 million. The total federal funding requested is \$5,985,663, with a match of \$1,995,221.

EXHIBIT A-1



U. S. Department of Justice
Community Oriented Policing Services
Grants Administration Division (GAD)
COPS Interoperable Communications Technology Grant Award

117404

Grant #: 2005INWX0002
ORI #: AZ00723

Applicant Organization's Legal Name: City of Phoenix
Vendor #: 866000256

Law Enforcement Executive: Chief Jack F. Harris
Address: 620 West Washington Street
Suite 415
City, State, Zip Code: Phoenix, AZ 85003
Telephone: 60226267000
Fax: (602) 495-0356

Government Executive: City Manager Frank Fairbanks
Address: 200 West Washington Street
Suite 1200
City, State, Zip Code: Phoenix, AZ 85003
Telephone: (602) 262-6941
Fax: (602) 281-8327

CITY CLERK DEPT
2005 NOV - 1 PM 2:49

Award Start Date: 9/1/2005
Award Amount: \$ 5,983,548.00

Award End Date: 8/31/2008

Carl R. Pezd, Director

SEP 2 2005

Date

Signature of Law Enforcement Official with the Authority to Accept this Grant Award

JACK F. HARRIS, Police Chief
Typed Name and Title of Law Enforcement Official

10-25-05
Date

Signature of Government Official with the Authority to Accept this Grant Award

FRANK FAIRBANKS, City Manager
Typed Name and Title of Government Official

10-26-05
Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID: 83015

Approved as to form

ACTING City Attorney

ATTEST

CITY CLERK

CONDITIONS OF COPS INTEROPERABLE COMMUNICATIONS TECHNOLOGY GRANT AWARD

1. The grantee agrees to abide by the award terms, conditions, and regulations as found in the COPS statute (42 U.S.C. §3796dd); OMB Circulars A-87, A-21, A-122 or the Federal Acquisition Regulations, as applicable (governing cost principles); OMB Circulars A-102 (28 C.F.R. Part 66) or A-110 (28 C.F.R. Part 70), as applicable (Uniform Administrative Requirements for Grants and Cooperative Agreements); OMB Circular A-133 (governing audits); these Award Conditions; the Assurances; the Certifications; other representations made in the grant application for the COPS Interoperable Communications Technology grant program; and with all applicable program requirements, laws, orders, regulations, or circulars.
2. The allowable costs for funding under this project are for the enhancement of interoperable communications by state and local law enforcement agencies. The allowable costs are limited to those reflected in the Financial Clearance Memorandum, included in your agency's award packet.
3. Travel costs for transportation, lodging and subsistence, and related items are allowable under the Interoperable Communications Technology grant program with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments).
4. COPS Interoperable Communications Technology grant funds must be used to supplement, and not supplant, state, local, or Bureau of Indian Affairs funds already committed for the grant purpose (hiring, purchases, and/or activities) that would exist in the absence of the grant.
5. Grantees may request an extension of the grant award period to receive additional time to implement their grant program. Such extensions do not provide additional funding. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. Requests for time extensions should be submitted in writing to your Grant Program Specialist approximately 90 days before the end of your grant period. Extension requests must be received by the COPS Office before the end date of the award.
6. The grantee acknowledges that all grant modification requests must be approved, in writing, by the COPS Office prior to their implementation. The COPS Office will not approve any modification request that results in an increase of federal funds.
7. For grants of \$500,000 or more (or \$1,000,000 or more in grants over an 18-month period), the grantee acknowledges that failure to submit an Equal Employment Opportunity Plan or EEOP short form (if required to do so under 28 C.F.R. 42.302), that is approved by the Office of Justice Programs, Office of Civil Rights within 60 days of the grant award is a violation of its Assurances and may result in the suspension of the drawdown of funds. For grants under \$500,000, the grantee must submit a completed EEOP Certification form and return it to the Office of Justice Programs, Office of Civil Rights within 60 days of the grant award.
8. The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9).
9. Grantees are required to submit quarterly Financial Status Reports and any additional required progress reports.
10. The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Interoperable Communications Technology grant program. The grantee agrees to cooperate with any monitors and evaluators.
11. The grantee acknowledges that the Department of Justice performs various functions to ensure compliance with all grant requirements and to provide technical assistance to grantees. The grantee agrees to cooperate with any requests for grant-related documentation or other relevant information.
12. Grantees using COPS Interoperable Communications Technology grant funds to operate an interjurisdictional criminal intelligence system must comply with the operating principles of 28 C.F.R. Part 23.
13. Grantees must comply with federal procurement rules as set forth in 28 C.F.R. Part 66.36. Grantees that have been awarded funding for the procurement of an item in excess of \$100,000 and plan to use a non-competitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down grant funds for that item.
14. False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any other remedy available by law.
15. To facilitate communication among local and state governmental agencies regarding various information technology projects, the grantee agrees to notify the appropriate State Information Technology Point of Contact of the receipt of this grant award. For a list of State Information Technology Points of Contact, visit <http://www.ojp.usdoj.gov/states.htm>.



U. S. Department of Justice
Community Oriented Policing Services

Grants Administration Division (GAD)
COPS Interoperable Communications Technology Grant Award

*1100 Vermont Avenue, NW
 Washington, DC 20530*

Memorandum

To: Jack F. Harris, Chief
 City of Phoenix

From: Robert A. Phillips, Deputy Director of Operations, Grants Administration
 Jim Griffin, Grant Program Specialist, Grants Administration
 Wendy Muse, Staff Accountant, Finance Division *WJM JB*

Re: COPS Interoperable Communications Technology Grant Award Financial Clearance Memo
 A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Vendor #: 866000256

ORI #: AZ00723

Grant #: 2005INWX0002

<u>Budget Category</u>	<u>Proposed Budget</u>	<u>Approved Budget</u>	<u>Adjustments</u>	<u>Disallowed/Adjusted - Reasons/Comments</u>
Personnel	\$83,067.00	\$83,067.00	\$0.00	
Equipment	\$4,485,884.00	\$4,485,884.00	\$0.00	
Consultants/Contractors	\$3,385,000.00	\$3,385,000.00	\$0.00	
Fringe Benefits	\$26,933.00	\$24,113.00	\$2,820.00	Unallowable Cost
Direct Costs:	\$7,980,884.00	\$7,978,064.00	\$2,820.00	
Grand Total	\$7,980,884.00	\$7,978,064.00	\$2,820.00	
Grand Total:	Federal Share:	\$ 5,983,548.00		
	Applicant Share:	\$ 1,994,516.00		

Cleared Date: 8/25/2005

Overall Comments:

The total project cost was reduced by \$2,820 due to disallowed cost for Deferred Compensation. Prior to the obligation, expenditure or drawdown of grant funds for non-competitive contracts in excess of \$100,000, grantee must submit a sole source justification to the COPS office for review and approval. Prior to the obligation, expenditure, or drawdown of grant funds for independent consultant fees in excess of \$450 per day, approval must be obtained from the COPS office. No contact was made.

NO. 27814
 Filed with the Secretary of State
 Date Filed: 11-1-05
Janice K. Brewer
 Secretary of State
 By: *[Signature]*