

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE DRUG ENFORCEMENT ADMINISTRATION PHOENIX FIELD
DIVISION AND THE CITY OF MESA**

This Intergovernmental Agreement (IGA) is entered into this _____ day of _____, 2016, by and between the Drug Enforcement Administration Phoenix Field Division (DEA) and the City of Mesa, hereinafter referred to as "Mesa".

WHEREAS, the use of the Mesa site for the purpose of providing DEA with much needed radio coverage which is not presently available. DEA PFD requests permission to install communications equipment within City of Mesa Communication site. This communication equipment will be used in support of investigative operations for the United States Department of Justice (DOJ);

WHEREAS, this agreement is to include all DEA and Mesa radio sites where space and technical parameters allow non-interfering operation, between existing services, and any new services proposed by the DEA or Mesa. The DEA and Mesa will enter into Site-Specific Supplemental Agreements that will be reviewed annually and updated when needed by the DEA Telecommunications Manager and City Communications Department;

WHEREAS, all radio communication system components will be provided by the benefitting agency unless outlined in Site-Specific Supplemental Agreements; and

WHEREAS, Mesa is authorized to enter into this Agreement pursuant to A.R.S. §§ 11-951, et. seq, and A.R.S. § 13-3872. The DEA is authorized to enter into this Agreement pursuant to 21 U.S.C. § 873 (a)(7).

NOW THEREFORE, in consideration of the mutual promises and undertakings of the parties hereinafter set forth, it is hereby agreed as follows:

1. For the site used by the DEA, the DEA agrees to:
 - a. Contact Mesa Telecommunications Department to coordinate installation or removal of equipment.
 - b. Provide current copies of National Telecommunications & Information Administration (NTIA) licenses needed to operate radio communications equipment to Mesa.
 - c. Be responsible for notifying Mesa when entering or leaving Mesa's building. See Attachment 1 for contact telephone numbers.
 - d. Reimburse the City for their portion of the actual cost incurred for the use of the Site as specified in each Site-Specific Supplemental Agreement.
2. For the site used by the DEA, Mesa agrees to provide:
 - a. Engineering services, if requested, to install radio communications equipment.
 - b. Building and tower space to install the DEA's radio communications equipment.

- c. Rigger services, if requested, to install and maintain the antennas and antenna feedlines.
- d. Commercial AC power and standby AC power where available at cost. No markup of utility charges will occur, and the total due will be the net amount per billing period from the site which is the subject of this agreement. Other power arrangements may be agreed upon within the Site-Specific Supplemental Agreements.
- e. Contact to any users associations, and landlords (i.e., BLM, Forest Service, State Land) to obtain any necessary permission for this additional use and submit to the DEA for reimbursement any additional costs to these entities caused by the DEA's installation of equipment.

This IGA is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the agreement between DEA and Mesa. Unless otherwise agreed to in writing, the DEA and Mesa each bears their own costs in relation to this agreement. Expenditures by DEA or Mesa will be subject to each organization's budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies.

During the performance of this Agreement, the DEA and Mesa agree to comply with all applicable provisions of State and Federal non-discrimination laws and regulations including, but not limited to, State Executive Order No. 99-A, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other Federal and State employment and education opportunity laws, rules and regulations, including the Americans with Disabilities Act. DEA and Mesa shall not engage in any form of illegal discrimination with respect to applications for employment or student status or employees or students.

The DEA, as an agency of the United States Government, is self-insured and will, pursuant to the terms and provisions of the Federal Tort Claims Act (Title 28 U.S.C. Sections 2671 *et seq.*), assume financial responsibility for any claims for personal or property damage, including death, caused by the negligent or wrongful acts of the DEA employees in the scope of their employment. Additionally, the DEA employees are fully covered under Federal Worker's Compensation laws for injuries they might incur during the course of their professional duties, including any injuries they might incur while present at your training facility.

This Agreement may be amended or changed only upon written agreement of the DEA or Mesa. Site-Specific Supplement Operations Agreement(s) shall be created or modified by the DEA and Mesa and incorporated into this Agreement upon approval of the designated agents of each party. For the purposes of this agreement the designated agents of the respective parties are:

Mesa

Communications Administrator
P.O. Box 1466
Mesa, Arizona 85211-1466

DEA

Special Agent in Charge
3010 North Second Street, Suite 100
Phoenix, Arizona 85010
Attn: Technical Operations Group Supervisor

Upon termination or cancellation of this Agreement, property used to provide the above stated services which belong to the DEA or Mesa shall, within a reasonable time period not to exceed 60 days, be removed from service, and returned to the respective owner or to a mutually-agreed-upon location. DEA and Mesa understand and agree that any litigation arising out of this Agreement shall be deemed to be within the jurisdiction of the Federal District Court for the District of Arizona.

This Agreement is subject to cancellation pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein.

IN WITNESS WHEREOF, the DEA and Mesa hereto agree to carry out the terms of this Agreement and have executed this Agreement the day and year first written above.



Douglas W. Coleman
Special Agent in Charge
Phoenix Field Division

6/5/16

Date

Christopher J. Brady
City Manger
City of Mesa

Date

City of Mesa Attorney

Date

ATTACHMENT 1

Drug Enforcement Administration:

Paul Freeman

(602) 722-9891

Mesa Contact Information:

Standby Communications Technician (all hours) (480) 254-6341

Communications Systems Coordinator (480) 644-6155

Wireless Communications Administrator (480) 644-5155

Communications Administrator (480) 644-3828