

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE FEDERAL BUREAU OF INVESTIGATION PHOENIX FIELD  
DIVISION AND THE CITY OF MESA**

This Intergovernmental Agreement (IGA) is entered into this 2 day February 2018, by and between the Federal Bureau of Investigation (FBI) and the City of Mesa, hereinafter referred to as "Mesa".

WHEREAS, the use of the Mesa site for the purpose of providing FBI with much needed radio coverage which is not presently available. FBI 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 FBI and Mesa radio sites where space and technical parameters allow non-interfering operation, between existing services, and any new services proposed by the FBI or Mesa. The FBI and Mesa will enter into Site-Specific Supplemental Agreements that will be reviewed annually and updated when needed by the FBI 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 FBI 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:

- I. For the site used by the FBI, the FBI agrees to:
  - a. Contact Mesa 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 FBI, Mesa agrees to provide:
  - a. Engineering services, if requested, to install radio communications equipment.
  - b. Building and tower space to install the FBI's radio communications equipment.

- c. 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.
- d. 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 FBI for reimbursement any additional costs to these entities caused by the FBI'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 FBI and Mesa. Unless otherwise agreed to in writing, the FBI and Mesa each bears their own costs in relation to this agreement. Expenditures by FBI 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 FBI 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. FBI 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 FBI, 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 FBI, caused by the negligent or wrongful acts of the FBI employees in the scope of their employment. Additionally, the FBI 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 FBI or Mesa. Site-Specific Supplement Operations Agreement(s) shall be created or modified by the FBI 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

Chief Information Officer  
P.O. Box 1466  
Mesa, Arizona 85211-1466

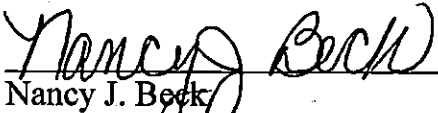
FBI

Engineering Research Facility  
Bldg 27958A  
Quantico, VA 22135  
Attn: RCU-TOSS Group Leader

Upon termination or cancellation of this Agreement, property used to provide the above stated services which belong to the FBI 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. FBI 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 FBI and Mesa hereto agree to carry out the terms of this Agreement and have executed this Agreement the day and year first written above.



Nancy J. Beck  
Contracting Officer  
FBI Finance Division

\_\_\_\_\_  
Mesa Rep  
(title)  
City of Mesa

By: \_\_\_\_\_  
Margaret A. Robertson      Date  
Assistant City Attorney

## ATTACHMENT

### Contact Information

#### Federal Bureau of Investigation:

Phoenix Telecommunications Manager	(623) 466-1045
Licensing and Contract Administration	(703) 985-6252

#### City of Mesa:

Standby Communications Technician (all hours)	(480) 254-6341
Communications Systems Coordinator	(480) 644-6155
Wireless Communications Administrator	(480) 644-5155