



Joint Board of Directors
Agenda
January 26, 2012

	ITEM	PRESENTER
1)	Call to Order, Roll Call and Opening Comments	RWC Chair Meyer – Tempe / TRWC Chair Kross – Queen Creek
2)	RWC/TRWC Joint Objectives The purpose of this item is to present mutual objectives that will serve as a guide for cooperation between the Regional Wireless Cooperative (RWC) and Topaz Regional Wireless Cooperative (TRWC). This item is for information, discussion and action.	Mr. David Felix – RWC Executive Director / Mr. Dale Shaw – TRWC Executive Director Est. 20 min.
3)	Regional Communications Systems Connection The purpose of this item is to request approval to enter into an Intergovernmental Agreement for the establishment of direct interoperable communications through the sharing of system resources. This item is for information, discussion and action.	Mr. David Felix – RWC Executive Director / Mr. Dale Shaw – TRWC Executive Director Est. 10 min.
4)	Nextel Buy-Back of 800 MHz Frequencies The purpose of this item is to provide information regarding a potential cash-out option versus re-banding the RWC’s 800 MHz frequencies. This item is for information and discussion.	Mr. Bill Phillips – Phoenix Information Technology Services Est. 10 min.
5)	RWC/TRWC Executive Directors’ Report The purpose of this item is to provide an update on: a. National Public Safety Broadband Network b. The Federal Communications Commission Petition c. Motorola - Long Term Support Issues This item is for information and discussion.	Mr. David Felix – RWC Executive Director / Mr. Dale Shaw – TRWC Executive Director Est. 10 min.
6)	Call to the Public This item is for information only.	RWC Chair Meyer – Tempe / TRWC Chair Kross – Queen Creek
7)	Announcements The purpose of this item is to communicate any joint Board announcements. This item is for information only.	RWC Chair Meyer – Tempe / TRWC Chair Kross – Queen Creek
8)	Adjourn	RWC Chair Meyer – Tempe / TRWC Chair Kross – Queen Creek



BOARD OF DIRECTORS REPORT

TO: Regional Wireless Cooperative
(RWC) & Topaz Regional
Wireless Cooperative (TRWC) Agenda Date: January 26, 2012
Board Members

FROM: David Felix, RWC Executive Director
Dale Shaw, TRWC Executive Director Item 2

SUBJECT: **RWC/TRWC JOINT OBJECTIVES**

BACKGROUND

The RWC and TRWC Chairs, Vice-Chairs and Executive Directors have met several times to discuss how the two adjoining public safety radio communications networks will preserve critical interoperability and develop a process to enable region-wide operational roaming. The Executive Directors were tasked with crafting a set of objectives which would formally memorialize these objectives and guide the future of public safety radio communications within the Phoenix metropolitan region and the state of Arizona.

THE ISSUE

Several regional public safety radio communications networks have been developed; are operating, and will continue to co-exist across the greater metropolitan area. Other regional systems are being planned and operated in other areas of the state which may be used during emergencies or multi-jurisdictional operations. The operation, maintenance and upgrades of these networks involve significant investments by members to ensure that these systems serve the mission critical needs of public safety within very tight government budgets.

The following objectives, which will serve as a set of guiding principles, were developed in an effort to meet the needs of public safety users while minimizing overbuilding of expensive infrastructure.

- Connect participating regional systems in a way that supports operational roaming to a mutually agreed upon performance standard.
- Seek funding as a collective body to grow capacity and improve connectivity for shared use.
- Conduct multi-regional system strategic planning that aligns with State and Federal plans.

- Ensure the proper management of limited public resources by adopting a consistent network partner cost recovery model that discourages the build out of overlapping infrastructure.
- Proactively work together on national issues to ensure the broader region is represented in regulatory, homeland security, funding, and other areas of mutual concern, benefit, or interest.
- Ensure continued compatibility and capacity of the participating regional systems through a commitment to closely coordinate technology roadmaps and operational plans.
- Reinforce the commitment of these objectives through a multi-party Intergovernmental Agreement (IGA) to be executed by each participating regional network managing body.

These objectives address a number of critical areas which will positively impact the vision, planning, funding, development, expansion and upgrades to regional systems to reduce costs and improve system performance.

With these areas in mind, the RWC/TRWC Joint Objectives were approved by the Joint Chairs and Vice-Chairs and are now being presented to the full, Joint Boards of Directors for discussion.

RECOMMENDATION

The Joint RWC/TRWC Boards of Directors approve the Joint Objectives, with the Executive Directors tasked with developing an intergovernmental agreement to be executed by each participating network managing body.

Attachment: RWC/TRWC Joint Board Resolution



**RWC - TRWC
Joint Board Resolution**
January 26, 2012



The Board of Directors of the Regional Wireless Cooperative (RWC) and Topaz Regional Wireless Cooperative (TRWC), in support of continued partnering between regional radio systems, our member agencies, and the fostering of consistent interoperable communications in the larger region, while continuing to meet the critical needs of our public safety and municipal users, have agreed and resolved to the following objectives:

- **Connect participating regional systems in a way that supports operational roaming to a mutually agreed upon performance standard.**
- **Seek funding as a collective body to grow capacity and improve connectivity for shared use.**
- **Conduct multi-regional system strategic planning that aligns with State and Federal plans.**
- **Ensure the proper management of limited public resources by adopting a consistent network partner cost recovery model that discourages the build out of overlapping infrastructure.**
- **Proactively work together on national issues to ensure the broader region is represented in regulatory, homeland security, funding, and other areas of mutual concern, benefit, or interest.**
- **Ensure continued compatibility and capacity of the participating regional systems through a commitment to closely coordinate technology roadmaps and operational plans.**
- **Reinforce the commitment of these objectives through a multi-party Intergovernmental Agreement (IGA) to be executed by each participating regional network managing body.**

Having obtained approval by majority vote by each Board, and in compliance with the respective governance requirements of the Cooperatives, signed by:

Charlie Meyer
RWC Chairman

John Kross
TRWC Chairman



BOARD OF DIRECTORS REPORT

TO: Regional Wireless Cooperative
(RWC) & Topaz Regional
Wireless Cooperative (TRWC) Board Members Agenda Date: January 26, 2012

FROM: David Felix, RWC Executive Director
Dale Shaw, TRWC Executive Director Item 3

SUBJECT: **REGIONAL COMMUNICATIONS SYSTEMS CONNECTION**

BACKGROUND

Members of regional communication networks recognize the need to establish direct interoperable communications for region-to-region emergency response through the sharing of system resources. Over a period of several months, a series of meetings were held with members of regional systems to discuss the development of an intergovernmental agreement and companion operational supplement. Participating organizations include the Arizona Department of Public Safety (DPS), Maricopa County, the City of Mesa on behalf of the TRWC, the City of Phoenix on behalf of the RWC, and the Yuma Regional Wireless Communications System (YRCS) Council.

THE ISSUE

On December 5, 2011 the participating organizations, their attorneys and contracts staff met to finalize a draft agreement. The meeting culminated in the establishment of the Regional Communications Systems Connection (RCSC) Intergovernmental Agreement (IGA). In addition to the above-named participating organizations, other entities may join the RCSC effort by entering into the RCSC IGA as parties.

The intent of the RCSC IGA is to interconnect the regional radio systems of each participating agency through four mutual talk groups. These talk groups were established to ensure instantaneous, high-level communications for use during region-to-region emergency response. DPS agreed to maintain the "audio bridge" which provides the "link" among the participating agencies. Each participating agency may provide one representative to serve as a voting member in the RCSC Oversight Group. The RCSC Oversight Group will develop and approve any operational or administrative changes in policies and procedures. The term of the RCSC IGA will be for a period of one year with automatic renewals for successive one year periods.

RECOMMENDATION

The Executive Directors of the RWC and TRWC recommend Board approval for the City of Phoenix on behalf of the RWC, and the City of Mesa on behalf of the TRWC, to enter into the Regional Communications Systems Connection Intergovernmental Agreement.

Attachment: RCSC IGA and Operational Supplement

REGIONAL COMMUNICATION SYSTEMS CONNECTION INTERGOVERNMENTAL AGREEMENT

AMONG

THE ARIZONA DEPARTMENT OF PUBLIC SAFETY, THE CITY OF MESA ON BEHALF OF THE TOPAZ REGIONAL WIRELESS COOPERATIVE, MARICOPA COUNTY, THE CITY OF PHOENIX ON BEHALF OF THE REGIONAL WIRELESS COOPERATIVE, AND THE YUMA REGIONAL COMMUNICATIONS SYSTEM COUNCIL

This Intergovernmental Agreement (Agreement) is entered into this _____ day of _____ 2011, by and among the following participating parties (parties) as of their execution of this Agreement: The Arizona Department of Public Safety, hereinafter referred to as "DPS", the City of Mesa on behalf of the Topaz Regional Wireless Cooperative, hereinafter referred to as "TRWC", Maricopa County, hereinafter referred to as "MC", the City of Phoenix on behalf of the Regional Wireless Cooperative, hereinafter referred to as "RWC" and the Yuma Regional Communications System Council, hereinafter referred to as "YRCS". In the future, other organizations and entities may join the Regional Communication Systems Connection effort by entering into this Agreement as parties. Such organizations and entities shall be deemed participating parties upon the occurrence of the following: 1) their execution of a counterpart signature page to this Agreement; and 2) their recordation of such counterpart with the Maricopa County Recorder's Office.

WHEREAS, the YRCS is authorized to enter into this Agreement by approval of the YRCS Council pursuant to ARS § 11-201(3) and (4), ARS § 251(41) and ARS § 11-952 et. seq.; DPS is authorized to enter into this Agreement pursuant to ARS 41-1711 (B), ARS 41-1713 (B) and ARS 11-952, et. seq. ; the City of Phoenix, on behalf of the RWC, is authorized to enter into this Agreement pursuant to, Chapter 2, Section 2(i) of the Phoenix City Charter, and A.R.S. Section 11-952.; the City of Mesa is authorized to enter into this Agreement pursuant to Section 103 of the Mesa City Charter.

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

1. PURPOSE

The purpose of this Agreement is to fulfill the need for the establishment of direct interoperable communications among parties through the sharing of system resources. The intent of this Agreement is to interconnect the Regional Radio Systems of each of the participating parties. This Agreement establishes the Regional Communication Systems Connection (RCSC) effort.

2. REPRESENTATION

Each participating party shall provide one representative (or an alternate, if required due to illness or meeting conflict) to serve as a voting member in the RCSC Oversight Group. For the purposes of this Agreement, the following are examples of positions and titles that are regarded as representing a party in an official manner: (Chairman, Bureau Manager, Executive Director).

The RCSC Oversight Group will develop and approve any changes in policies and procedures, both operational and administrative. Each representative, or his/her designated alternate, will

participate upon the authority of their respective governing body and will act in accordance with that body's direction. Each action item will be made available for every representative to vote upon and all documents related to approval items shall be presented to every representative at least one week prior to a vote.

3. DISPUTE RESOLUTION

Due to the importance of interoperable communications within the State of Arizona, participating parties will initially use the Public Safety Interoperable Communications (PSIC) Office as a mediator to work toward the resolution of any conflicts/issues through non-binding mediation. Notwithstanding the foregoing, all parties retain and reserve their full rights under law to pursue litigation in Arizona courts in resolution of any disputes that cannot otherwise be addressed to their full satisfaction by way of non-binding mediation.

4. INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless all other parties (as "Indemnitees") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to any Indemnitees are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

5. TERM

This Agreement is valid for a period of one (1) year, with an effective start date of January 2, 2012. This Agreement shall automatically renew for successive one year periods unless and until terminated in writing by all then-current parties to the Agreement upon thirty days notice prior to the end of the one year term or the end of any renewal period. Notwithstanding the foregoing, any participating party may, at any time, choose to terminate its own participation under this Agreement upon written notice thirty (30) days prior to the end of the one year term or the end of any renewal period.

6. NO ORAL ALTERATIONS

This Agreement may be amended or changed only upon written agreement of all then-current parties.

7. CANCELLATION

All parties acknowledge that this Agreement is subject to cancellation by the parties pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

8. NOTICE

Any notice, consent or other communication required or permitted under this IGA shall be in writing and: (1) delivered in person; (2) deposited with any commercial air courier or express service; or (3) deposited in the United States mail. Notices shall be addressed as follows:

If to Phoenix	RWC Executive Director Regional Wireless Cooperative 200 West Washington Street, 12th Floor Phoenix, AZ 85003 Telephone: (602) 495-2426	City of Phoenix Office of the City Attorney 200 West Washington, 13th Floor Phoenix, AZ 85003-1611 Telephone: (602) 262-6761
If to Mesa	TRWC Executive Director City of Mesa P.O. Box 968 Mesa, AZ 85211 Telephone: (480) 644-5377	City Manager City of Mesa P.O. Box 1466 Mesa, AZ 85211-1466 Telephone: (480) 644-3333
If to YRCS	Assistant IT Director Telecommunications City of Yuma One City Plaza P.O. Box 13012 Yuma Arizona 85366 Telephone: (928) 373-4902	Chairman YRCS Council 141 South 3rd Avenue Yuma Arizona 85364
If to DPS	Wireless Systems Bureau Manager Arizona Department of Public Safety P.O. Box 6638 MD 2650 Phoenix, Arizona 85005-6638	Arizona Department of Public Safety Directors Office P.O. Box 6638 MD 1000 Phoenix, AZ 85005-1000
If to MC	Manager, Wireless Systems Office of Enterprise Technology (OET) Maricopa County 3324 West Gibson Lane Phoenix, AZ 85009	County Attorney / Civil Division 222 N. Central Ave., Suite 1100 Phoenix, AZ 85004

Notice shall be deemed received: (1) at the time it is personally served; (2) on the second day after its deposit with any commercial air courier or express service; or (3) 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 number, or the person to receive the notice, by notifying the other AGENCY as provided in this Section.

9. REMOVAL AND RETURN OF PROPERTY

Upon termination of this Agreement by one or more parties in accordance with Section 5 herein, or upon cancellation of this Agreement in accordance with Section 7 herein, property used to provide the above-stated services and which belongs to any participating agencies, shall, within a reasonable time period not to exceed 90 days from effective termination or cancellation, be removed from service. Equipment owner shall be responsible for its equipment un-installation and removal removal/pick-up.

10. IRAN AND SUDAN

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Iran or Sudan.

11. COUNTERPARTS

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto agree to carry out the terms of this Agreement and have caused this Agreement to be executed in multiple counterparts by their duly authorized officers.

For: _____
Entity/Organization Name

Date: _____

By: _____
(Signature)

Printed Name and Title

ATTEST:

(Signature)

Printed Name and Title

APPROVED AS TO FORM and within the powers and authority granted under the laws of Arizona.

(Signature)

Printed Name and Title

Operational Supplement to the RCSC IGA providing supporting details (version 1.0)

Each of the participating agencies shall identify an Operational Supplement authority who will be authorized to approve changes to the Operational Supplement and SOP developed under the Regional Communication Systems Connections (RCSC) Intergovernmental Agreement (IGA).

Each of the participating agencies shall identify no more than one hundred (100) individuals to be given access to the RCSC talk-groups for the purposes of establishing Command and Coordination among the participating agencies. For each of the identified individuals, each agency will share their radio IDs with all of the other participating agencies. In addition, each agency will share their system keys on a limited basis with all of the other participating agencies in compliance with the System Key Control Policy of the key owner.

For the duration of this Agreement, each participating agency shall provide an updated set of the radio IDs on an “as needed basis” to all of the other participating agencies showing radio IDs to be added, changed or deleted. The receiving agencies agree to incorporate the changes within 5 business days following receipt of the update.

The participating agencies shall each procure a Conventional Channel Gateway (CCGW) or equivalent. Each participating agency shall be responsible for delivering the appropriate connection from their Radio System to the DPS Audio Bridge. DPS shall provide an Audio Bridge to allow for interconnect of all Radio Systems. Each CCGW or equivalent and the associated Audio Bridge will be configured for no more than four talk-groups.

DPS shall provide equipment space, regulated power and appropriate backup power for uninterrupted usage equivalent to the overall backup power at the Thompson Peak site.

The cost of engineering and maintenance of the required radio communications equipment as outlined in this Agreement will be the responsibility of each individual owning agency. The participating agencies shall each provide technical support for the initial configuration and ongoing troubleshooting for the overall RCSC configuration free of charge.

DPS agrees to make the designated site available for the maintenance and repair of the equipment owned by the other participating agencies. The “other” agency agrees to:

- a) Provide maintenance for their radio communications equipment using agency personnel, or technical personnel from an outside service provider acceptable to the hosting agency (DPS). A hosting agency Technician or participating agency technician (responsible for the equipment to be maintained) **must** be present when work is performed by an outside service provider inside that hosting agency’s building.
- b) Contact the hosting agency telecommunications department to coordinate installation or removal of equipment.

- c) Be responsible for notifying the hosting agency when entering or leaving the hosting agency's building. See ATTACHMENT 1 for contact phone numbers.

CONTACT INFORMATION:

Changes to this Contact List are considered informational and administrative in nature and are otherwise not considered an amendment or change to this IGA, unless an organizational change to an agency is reflected.

DPS contact information:

Operational Supplement authority Kevin A. Rogers
Wireless Systems Bureau Manager (602) 223-2260

DPS test center (during work hours) (602) 223-2679
DPS Security (after work hours) (602) 223-2283

YRCS contact information:

Operational Supplement authority Stephen Holland
YRCS Technical Advisor (928) 373-4902

Radio Shop (928) 373-4922
Wireless Administrator (928) 373-4912
Help Desk (928) 373-4914
After Hours – Recall (928) 919-2900

TRWC contact information:

Operational Supplement authority Dale Shaw
TRWC Executive Director (480) 644-5377

Wireless Communications Administrator (480) 644-2804

RWC contact information:

Operational Supplement authority Jesse Cooper
Communications/Info Tech Project Manager (602) 534.0315

Maricopa County contact information:

Operational Supplement authority Firstname Lastname



BOARD OF DIRECTORS REPORT

TO: Regional Wireless Cooperative (RWC) & Topaz Regional Wireless Cooperative (TRWC) Board Members Agenda Date: January 26, 2012

FROM: David Felix, RWC Executive Director Item 5
Dale Shaw, TRWC Executive Director

SUBJECT: **EXECUTIVE DIRECTORS' REPORT**

The purpose of this report is to provide an update on the following three items:

A. NATIONAL PUBLIC SAFETY BROADBAND NETWORK

BACKGROUND

For several years, separate Congressional House and Senate bills have been introduced which allocated a portion of the 700 MHz spectrum, referred to as the "D Block", for deploying the Public Safety Broadband Network including \$5 to \$6.5 billion in funding for the Broadband Network build-out. Public safety officials nationwide supported this additional spectrum in support of critical public safety operations.

THE ISSUE

Several variations have surfaced regarding the administration of the D Block and funding the Network, including proposals which would auction the spectrum to private telecommunications carriers. Funding garnered from this auction would be used for federal budget debt reduction and build-out of the Network. The most recent proposal, through the *Middle Class Tax Relief and Job Creation Act of 2011* and *Jumpstarting Opportunity with Broadband Spectrum (JOBS) Act of 2011*, would require a "giveback:" of public safety 700 MHz narrowband, a relatively small appropriation of auction-generated funding and a questionable "administrator" governance model.

This language was opposed by Arizona Senator John McCain as well as virtually every major national public safety organization through an aggressive "call to action". At this time, the issues remain unresolved.

RECOMMENDATION

This item is for information and discussion.



B. FEDERAL COMMUNICATIONS COMMISSION PETITION

BACKGROUND

The Executive Directors will provide an update related to the Federal Communications Commission (FCC) mandate that all 700 MHz frequencies must be narrow-banded by 2017.

THE ISSUE

The RWC Board of Directors previously approved the Executive Director to pursue signatures and filing a petition to the FCC to delay or waive the 2017 deadline to narrowband 700 MHz. At the November Board meeting, the Executive Director reported that the FCC would publish a Notice of Public Rule Making (NPRM) at the end of 2011 or early 2012. With the conflicting language contained in the Middle Class Tax Relief and Job Creation Act of 2011 and Jumpstarting Opportunity with Broadband Spectrum (JOBS) Act of 2011, the FCC reports that the NPRM will be delayed indefinitely until Congress resolves this difference.

The RWC Executive Director will file the petition with the FCC on behalf of the Region once the petition language undergoes a final review by the Regional partners. By the end of January 2012, the Executive Director will proceed with filing the request on behalf of the RWC for “expedited review and treatment” with the FCC’s Public Safety and Homeland Security Bureau.

RECOMMENDATION

This item is for information and discussion.

C. MOTOROLA – LONG TERM SUPPORT ISSUES

BACKGROUND

At the November 17, 2011 the RWC Board of Directors meeting, the Board tasked the Executive Director to engage in discussions with Motorola to address concerns regarding Motorola’s long-term support. Specifically, to what extent was Motorola capable of extending infrastructure and subscriber equipment life-cycles. The basis for this discussion is the current difficult fiscal environment faced by RWC Members.

THE ISSUE

The RWC hosted a meeting with Motorola staff on January 11, 2012. Members of the RWC’s Executive Committee, Operations Working Group (OWG), TRWC staff and representatives from other Arizona regional public safety radio systems were in attendance. Motorola Vice President Michele Shaughnessy reported and committed to the following in response to the RWC Board of Directors’ inquiry:



1. Motorola can extend support of the STR base stations for a two year window which would coincide with an FCC extension of the 700 MHz narrow-banding deadline.
2. The SUAll agreement, which is already under review, will resolve issues associated with supporting older MCC 7500's that would otherwise become obsolete.
3. Motorola will confirm its commitment to extending parts support beyond existing schedules.
4. Motorola will look into extending software support on current Gold Elite Consoles.

RECOMMENDATION

This item is for information and discussion.