

RESOLUTION NO. 2021-2188

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE SUPPLEMENT NO. 005 TO INTERGOVERNMENTAL AGREEMENT CON-CX-0337-05 WITH THE CITY OF PHOENIX FOR SHARED TELECOMMUNICATION FACILITIES (REGIONAL WIRELESS COOPERATIVE RADIO SYSTEM).

WHEREAS, the Mayor and Council of the city of Goodyear, Arizona are dedicated to the safety of the community; and

WHEREAS, the City of Goodyear provides public safety and municipal services and needs a radio system to conduct those services; and

WHEREAS, the City of Goodyear is a partner in good standing with the Regional Wireless Cooperative (RWC); and

WHEREAS, the City of Phoenix provides operational, technical, and administrative support to the Regional Wireless Cooperative; and

WHEREAS, it is in the best interest of the health, safety and welfare of the City to execute this supplement to the IGA with the City of Phoenix to add an additional radio equipment site at the telecommunications center which will become an important part of the RWC network.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. The Site Specific Supplement No. 005 to Intergovernmental Agreement CON-CX-0337-05 with the City of Phoenix for Shared Telecommunications Facilities, a copy of which is attached as Exhibit "A," is hereby approved.

SECTION 2. The City Manager or her designee is authorized to execute the Site Specific Supplement No. 005 to Intergovernmental Agreement CON-CX-0337-05 with the City of Phoenix and is further authorized to execute any and all additional documents necessary to carry out the intent of the Supplement No. 005.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 20_____.

Georgia Lord, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

EXHIBIT "A"

SUPPLEMENT NO. 005 TO INTERGOVERNMENTAL AGREEMENT CON-CX-0337-05 WITH
THE CITY OF PHOENIX FOR SHARED TELECOMMUNICATION FACILITIES (REGIONAL
WIRELESS COOPERATIVE RADIO SYSTEM)

[ON THE FOLLOWING PAGES]

SITE SPECIFIC SUPPLEMENT NO. 005
INTERGOVERNMENTAL AGREEMENT (IGA) No. 71736
FOR SHARING OF TELECOMMUNICATIONS FACILITIES
BETWEEN
THE CITY OF PHOENIX, IGA No. 71736
AND
THE CITY OF GOODYEAR, CON-CX-0337-05-SU5

This Site Specific Supplement 005 to the Intergovernmental Agreement (IGA) No. 71736 and CON-CX-0337-05 for Sharing of Telecommunications Facilities between the City of Phoenix and the City of GOODYEAR dated November 9, 2021, 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) on behalf of the Regional Wireless Cooperative (RWC), and the City of GOODYEAR, an Arizona municipal corporation (GOODYEAR). The parties are sometimes referred to jointly herein as "AGENCIES" and individually as "AGENCY." The AGENCIES enter into this Site Specific Supplement which shall be Supplement No. 005.

1. SITE:

- 1.1. City of GOODYEAR Police Dispatch, 14455 W. Van Buran Street, GOODYEAR, AZ 85338, (Latitude 33°, 26', 51.80" N, Long 112°, 22', 9.40" W). GOODYEAR, the property owner, grants PHOENIX/RWC permission to use the existing property for the installation of RWC microwave equipment, to connect RWC Simulcast "J" Sub site GCOM into the RWC Network.
- 1.2. GOODYEAR grants PHOENIX permission to occupy sufficient space for the RWC 700 MHz radio/network equipment as well as the RWC Hazard Zone Fire VHF transmitter/receiver equipment and associated antennas to be mounted on the tower.

2. FACILITY OWNERSHIP: GOODYEAR owns and operates this facility. 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 GOODYEAR.

3. EQUIPMENT OWNERSHIP: GOODYEAR shall own all equipment that was purchased through Motorola for the RWC Simulcast "J" Sub site GCOM that are associated with the RWC Network. Any network equipment that may be replaced and is purchased by the RWC, shall become the property 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 GOODYEAR and shall bear the cost of such resolution. PHOENIX will not be responsible for interference to GOODYEAR equipment from PHOENIX equipment that exists at the time any new GOODYEAR equipment is added. PHOENIX also agrees to work with GOODYEAR to resolve any potential interference problems between their respective systems.

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

- 4.2.3. PHOENIX and GOODYEAR 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 GOODYEAR Sub site GCOM will become an important part of the RWC Network. The site will contain the following Microwave, Transmitters, Receivers:

- MICROWAVE EQUIPMENT/FREQUENCIES:

- See Attachment A.

- RWC SIMULCAST "J" FREQUENCIES:

- GOODYEAR Sub site GCOM:

▪ Channel 1	769.11875
▪ Channel 2	769.36875
▪ Channel 3	769.61875
▪ Channel 4	769.86875
▪ Channel 5	770.11875
▪ Channel 6	770.36875
▪ Channel 7	772.78125
▪ Channel 8	774.18125
▪ Channel 9	773.93125

- PHOENIX FIRE VHF SYSTEM FREQUENCIES:

- GOODYEAR Sub site GCOM:

▪ Channel 1	154.190 (Receive only)
▪ Channel 2	154.250 (Receive only)
▪ Channel 3	154.070 (Receive only)
▪ Channel 8	153.770 (Receive only)
▪ Channel 9	155.670 (Receive only)

5. REMOVAL OF EQUIPMENT: PHOENIX will remove all PHOENIX/RWC-owned equipment from GOODYEAR 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. GOODYEAR shall provide reasonable 24 hour/day access to the site by PHOENIX 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. Absent an emergent incident, a minimum of 24 hours advance notice shall be given to the other AGENCY'S representative prior to an AGENCY conducting an activity that would result in network service interruptions.
7. COMPENSATION: There will be no charge for the microwave system in support of the GOODYEAR dispatch function at this facility.
8. TERM: The term of this SUPPLEMENT shall be coterminous with the underlying AGREEMENT.
9. OPTION TO EXTEND: This SUPPLEMENT will automatically renew upon the renewal of the underlying Agreement.
10. TERMINATION: GOODYEAR OR PHOENIX may terminate this Supplement or use of the facility at any time by giving no less than 365 days written notice. Unless sooner terminated, this Supplement and any extensions hereof shall automatically terminate upon termination of the IGA.

IN WITNESS WHEREOF, the parties herein have caused this IGA Site Specific Supplement No. 005 to be executed in duplicate originals.

CITY OF GOODYEAR, a municipal corporation
Julie Karins, City Manager

By: _____

Title: City Manager

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 City of Goodyear under the laws of the State of Arizona.

City Attorney

ATTEST:

City Clerk

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

By: _____

John Imig
Executive Director, Regional Wireless
Cooperative

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 City of Phoenix under the laws of the State of Arizona.

Acting City Attorney

ATTEST:

City Clerk

EXHIBIT A

City of GOODYEAR Sub site (GCOM): Responsibility and Maintenance Support Matrix IGA Number: 71736 (Last updated: 02/05/2020)		
Item	Action for RWC	Action for Member
RF & Network Infrastructure	RWC to maintain equipment at GCOM after warranty expiration	GOODYEAR/Motorola will be responsible for maintenance during 1-year warranty period
Microwave	RWC to maintain the equipment, after warranty expiration	GOODYEAR/Motorola will be responsible for maintenance during 1-year warranty period
Communications - T1/Ethernet	N/A	N/A
Radio Subscriber Equipment	N/A	N/A
Dispatch Console Equipment and Logging Recorders	N/A	GOODYEAR is responsible for all maintenance and configuration management of dispatch console equipment, logging recorder, and control stations.
Conventional Site Controllers	None	GOODYEAR is responsible for all maintenance and management of the conventional site controllers.
Tower	N/A	GOODYEAR is responsible for all tower maintenance, licensing and keeping all service/ maintenance logs.
Antennas	The RWC is responsible to maintain the microwave, RWC 700 MHz and RWC Fire VHF antennas mounted at Subsite GCOM, Cashion and Buckeye PD	GOODYEAR is responsible for the maintenance and management of all other antennas at the GCOM site.
Building	N/A	Subsite GCOM owned and maintained by GOODYEAR.

HVAC	N/A	Subsite GCOM owned and maintained by GOODYEAR
Generator	N/A	Subsite GCOM owned and maintained by GOODYEAR
Pest Control	N/A	Subsite GCOM owned and maintained by GOODYEAR
FM 200	N/A	Subsite GCOM owned and maintained by GOODYEAR
Commercial Power	N/A	Goodyear responsible to make payments and reimburse expense from the RWC.
Phoenix Fire VHF	The RWC is responsible for the maintenance of all equipment associated with the RWC Fire VHF system.	N/A
Lease	N/A	N/A
Access	N/A	GOODYEAR is responsible to provide the RWC reasonable, 24 by 7 access to the GCOM subsite
Insurance	The RWC and/or the City of Phoenix shall maintain appropriate insurance for any equipment belonging to them.	GOODYEAR shall maintain appropriate insurance for all equipment for which GOODYEAR retains ownership.