

Contract Number.	CT. IT. 14 + 188
Effective Date	1-7-14
Term Date	1-6-34
Cost : 1/2	100 000
Revenue :	n sammanasta sataka
Total :	NTE:
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Renewal By :	10-1-33
Term :	10 1- 6- 34
Reviewed by:	VF

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: January 7, 2014

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

This Intergovernmental Agreement between Pima County and the City of Tucson regarding Ongoing Use, Maintenance and Support of the City Network in Furtherance of the PCWIN Network outlines the obligations of the parties relevant to the scope of this Agreement, including costs. The Pima County Wireless Integrated Network (PCWIN) requires a network infrastructure to enable radio system operation for the benefit of all authorized users of the PCWIN system. The City of Tucson already has such an infrastructure in place, using the Cisco SONET system and Cisco Transport Manager (CTM). The SONET optical network connects tower signals to provide enhanced communication within the system. In order to expedite implementation and operation of the PCWIN system, and thus eliminating the need for the County to build its own infrastructure system, the City has agreed to allow the County use of its Cisco SONET and CTM system. Terms of this 20-year IGA include annual payments to the City to reimburse costs on a pro-rata basis, paid from the PCWIN Special Revenue Fund.

Summary of Estimated Costs to City of Tucson

TOTALS:	\$240,000.00	\$4,800,000.00
Maintenance and ongoing repair	\$170,000.00	<u>\$3,400,000.00</u>
Cisco Smartnet	\$63,000.00	\$1,260,000.00
 Smartnet costs for the CTM 	\$7,000.00	\$140,000.00
<u>Description</u>	<u>Annual Amount</u>	Contract (20-year) Total

CONTRACT NUMBER (If applicable): CT-IT-1400000000000000188

STAFF RECOMMENDATION(S):

The Information Technology Department recommends that the Pima County Board of Supervisors adopt and the Chairman sign the Intergovernmental Agreement between the City of Tucson and Pima County regarding Ongoing Use, Maintenance and Support of the City Network in Furtherance of the PCWIN Network.

CORPORATE HEADQUARTERS:	Arizona	,	- To: CoB-	12.24.13
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				ITEM NO.		_
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Advertised Public H	earing:					
	YES	X	NO			
<u></u>						
Board of Supervisor	rs District:					
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IMPACT:						
IF APPROVE	D:					
PCWIN will be authorize cost of designing, imple provide the required cost	ementing, and ope	erating s	uch infrastru	cture. Using the Ci	ity's infrastructure w	
IF DENIED:						
PCWIN will not use the other network options. substantial expense for	Any alternative v		-			
DEPARTMENT NAM	E: <u>Informatior</u>	<u>Techn</u>	ology			
CONTACT PERSON	· Julie K McW	illiams	TF	FPHONE NO ·	724-8066	



INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUCSON AND PIMA COUNTY REGARDING ONGOING USE, MAINTENANCE AND SUPPORT OF THE CITY NETWORK IN FURTHERANCE OF THE PCWIN NETWORK

This Intergovernmental Agreement ("IGA") is entered into pursuant to A.R.S. § 11-951 et. seq., by and between City of Tucson (hereinafter referred to as "City"), a municipal corporation, and Pima County, a body politic and corporate of the State of Arizona (hereinafter referred to as "County").

RECITALS

- **A.** County is implementing a regional public safety communications network known as the Pima County Wireless Integrated Network ("PCWIN") in cooperation with City and other government entities. City and County have entered into multiple IGAs related to the City's participation in the PCWIN system.
- **B.** City and County agree that it is in the best interests of both parties to collaborate in the use and maintenance of the City's Cisco SONET infrastructure (The City's "SONET System") for the benefit of PCWIN users;
- **C**. City and County agree to interconnect Pima County's Cisco SONET infrastructure with the City of Tucson's SONET System as necessary and desirable to enable PCWIN Radio system operation for the benefit of all authorized users of the PCWIN system.
- **D.** In furtherance of this IGA, City has upgraded the software license on its current SONET System to rev9 or higher and has provided a Cisco Transport Manager (CTM) for use in this endeavor.
- **E.** In furtherance of this IGA, County has provided approximately \$105,000 in services for the installation of a software upgrade to the CTM and current SONET System by providing various Cisco SONET components to City as described in Attachment "A".

Exhibit A to Resolution No. 22151 City of Tucson Contract No. 17880

- **F.** City and County may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S sections 11-951 and 15-1625, *et seq.*
- **G.** City and County acknowledge that the PCWIN Cooperative is not a party to this IGA, and that neither party has authority to in any way obligate the PCWIN Cooperative.

<u>AGREEMENT</u>

NOW, THEREFORE, City and County, pursuant to the above, and in consideration of the matters and things hereinafter set forth, agree as follows:

SECTION 1. PURPOSE AND SCOPE: In order to accomplish the mutually beneficial data-network sharing arrangement, the parties enter into this IGA; the exhibits to which are subject to periodic amendment by the parties to reflect the current state of each party's network facilities. No party to this IGA has any right of use or ownership interest in the other party's infrastructure or equipment, except as specified in this IGA, as amended from time to time.

SECTION 2. TERM AND TERMINATION: This IGA will be effective on the date executed by the Pima County Board of Supervisors. Thereafter, this IGA will remain in effect for twenty (20) years or termination of the IGA to Operate, Maintain, Sustain, Improve and Finance the Pima County Wireless Integrated Network ("The PCWIN Cooperative IGA"), whichever occurs first, unless sooner terminated as provided below.

The parties' participation in this IGA may only be terminated in the manner and to the extent set forth in Section 7 of the PCWIN Cooperative IGA. The parties to this IGA may only terminate their obligations to provide the use of property or assets under this IGA in the manner and to the extent set forth in Section 4.4 of Exhibit A to the PCWIN Cooperative IGA. Both Section 7 of the PCWIN IGA and Section 4.4 of Exhibit A to the PCWIN Cooperative IGA are hereby incorporated into this IGA by reference as if set forth fully herein.

This Section 2, and the indemnification and insurance obligations set forth below will survive termination of this IGA for any action or occurrence during the term of this IGA.

Each party has the right to terminate this IGA, if the other party materially breaches its obligations, by serving upon the other party no less than 30 days advance written notice of its intent to terminate. The notice of termination will have no effect if the breaching party cures its breach before the stated effective date of the termination. If the breach is of such a character as to require more than 30 days to cure, the breaching party shall be in default only if it fails to i) initiate the cure within 30 days; and (ii) thereafter diligently pursue the same to completion. All rights or remedies of the parties shall be cumulative, and not exclusive.

SECTION 3. TERMS AND CONDITIONS:

A. The City of Tucson agrees to:

- 1. Maintain Cisco Smartnet on the CTM 9.6 and SONET equipment at release 9.1 or higher to maintain equivalent software release level between Pima County and City of Tucson.
- 2. Maintain and repair the City of Tucson network on which PCWIN operates on a 7x24x365 basis.

B. The County agrees to:

- 1. Pay 40% of annual Smartnet costs for the CTM.
- Pay 40% of the City of Tucson's Cisco Smartnet cost only on Cisco SONET equipment utilized in support of PCWIN located at City of Tucson sites defined in Attachment "B".
- 3. Pay the City for costs associated with 1.4 FTE ("Full Time Equivalent") (approximate annual cost of \$170,000), for maintenance and ongoing repair of the network components on which PCWIN operates, as defined in Attachment "B". City will annually recalculate these costs in accordance with Attachment "C".

SECTION 4. DATA ACCESS: The parties agree to access or attempt to access only such data and systems for which authorization has been given hereunder.

SECTION 5. GUIDELINES: The parties agree to abide by the Regional Communications Networking Guidelines, as amended from time to time. The Regional Communications Networking Guidelines are managed by the City of Tucson.

SECTION 6. BASE MAPS: Each party shall provide to the other party a base map indicating the current location of its network.

SECTION 7. PAYMENT FOR UPGRADES: Any agreement by a party to share or reimburse a portion of network upgrade or new construction costs for the other party shall be negotiated and included as an amendment to this IGA. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.

<u>SECTION 8. MAINTENANCE/OPERATION:</u> Operational responsibility, problem determination and correction, and system maintenance shall be the responsibility of the owner party.

SECTION 9. DATA SECURITY: The parties shall exercise appropriate data security protocols. The parties assume no responsibility for the loss or theft of any information transmitted over the shared network.

SECTION 10. SUB-AGREEMENTS: Each party shall provide written notice regarding any third party with access to or use of any network connections or services that are part of this IGA. Any use or access by a third party shall not adversely impact the PCWIN network or network operability and capacity of a party.

<u>SECTION 11. COMPLIANCE WITH LAWS:</u> The parties shall comply with all applicable state, local, and federal laws, including laws governing technology and software.

SECTION 12. PAYMENT & BILLING: Any payment owed under the terms of this agreement shall be rendered within thirty (30) days of receipt of an invoice.

<u>SECTION 13. PAYMENT DISPUTES:</u> In the event of a dispute that cannot be resolved by comparison and reconciliation of cost records or through other negotiations, the parties shall resort to non-binding arbitration prior to the institution of legal action.

SECTION 14. INDEMNIFICATION & INSURANCE:

Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) 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 the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

Each party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- 1. Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
- Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
- 3. If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
- 4. If required by law, workers' compensation coverage including employees' liability coverage.

5. Each party shall be legally and financially responsible solely for its own workers' compensation obligations under the law in Arizona and each party agrees to waive rights of subrogation for workers' compensation cost. Employees shall be considered co-insured for purposes of workers compensation only. Each party shall have the obligation to notify its employees of the co-insurance requirement in this agreement.

Parties to this IGA shall provide thirty (30) days written notice to all parties of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self-insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11.952.01, at no less than the minimal coverage levels set forth in this article. Parties to this IGA must provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

SECTION 15. UNCONTROLLABLE FORCE: No party shall be considered to be in default in the performance of its obligations hereunder or under a site-specific supplemental agreement when failure of performance shall be due to an Uncontrollable Force. The term "Uncontrollable Force" shall mean any cause beyond the control of the party affected, including but not limited to failure of or threat of failure of facilities, flood, radioactive contamination, earthquake, storm, volcanic eruption, geohydrologic subsidence, fire, lightning, epidemic, sabotage, subversion, change in applicable laws or regulations, restraint by court order or public authority, and action or non-action by, or inability to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed so as to require a party to settle any strike or labor dispute in which it may be involved.

SECTION 16. LEGAL JURISDICTION: Nothing in this IGA shall be construed as either limiting or expanding the legal jurisdiction of either the City or the County.

SECTION 17. MISCELLANEOUS:

- Americans with Disabilities Act Compliance. Each party shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. sections 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- Conflict of Interest. This IGA is subject to cancellation for conflicts of interest pursuant to A.R.S. section 38-511, the pertinent provisions of which are incorporated into this IGA by reference.
- 3. <u>Non-Appropriation</u>. Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining a party's obligations under this IGA.

- 4. <u>Non-Discrimination</u>. The parties shall not discriminate against any City or County employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, sexual orientation, gender identity or national origin in the course of carrying out their duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference, as if set forth in full herein.
- 5. Worker's Compensation. Worker's Compensation. Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
- 6. No Third Party Beneficiaries. Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- 7. <u>Immigration and E-Verify</u>. To the extent provisions of ARS §41-4401 are applicable, each party warrants that it will comply with all Federal Immigration laws and regulations that relate to its employees and that each complies with the E-Verify Program under A.R.S. Section 23-214(A).
- 8. <u>Notice</u>. Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Chief Information Officer

33 N. Stone, B of A Bldg, 17th floor

Tucson AZ 85701

City of Tucson

Chief Information Officer 481 W. Paseo Redondo

Tucson AZ 85701

With copies to:

County Administrator 130 West Congress Street, 10th Floor Tucson, Arizona 85701

Clerk of the Board 130 West Congress Street, 5th Floor Tucson, Arizona 85701 SECTION 18. ENTIRE AGREEMENT. This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

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IN WITNESS WHEREOF, the parties hereto of October	
PIMA COUNTY A body politic and corporate of the State of Arizona	CITY OF TUCSON A municipal corporation
By:Chair, Board of Supervisors	By: Mayor
Date:	Date: <u>October 22</u> , 2013
ATTEST:	ATTEST:
Clerk of the Board of Supervisors	Susanne Mesich Jopity Clerk

Pursuant to A.R.S. section 11-952(D), the attorneys for the governmental entities that are the parties to this IGA have determined the foregoing is in proper form and is within the powers and authority of the parties as granted under the laws of the State of Arizona.

Deputy County Attorney

Date: 777

Seistant Tewn Attorney

Date: _



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MEMORANDUM

DATE:

August 22, 2012

TO:

Aaron Shepherd Pima County ITD FROM:

Greg McNeal - Information Technolog

SUBJECT: COT Bandwidth Calculation and Site Confirmation for PCWIN

The City of Tucson (COT) currently has two separate SONET networks that are comprised of two OC48 optical rings each. This is a total of four OC48 rings owned by COT utilizing Cisco ONS 15454 multiplexers.

In reviewing the PCWIN optical network design, COT has identified seven OC3 termination points into our network. COT understands that PCWIN will not fully use these connections; however we have reserved the equivalent of seven OC3 worth of bandwidth in one of our OC48 rings.

In order to calculate the percentage of bandwidth estimated for usage by PCWIN through our SONET network we used the following formula:

Bandwidth Percentage = Number of OC3's/total number of OC3's available x 100

Where:

- 1. The number of OC3's means the maximum number of OC3's required.
- The total number of OC3's means an OC48 contains the equivalent of 16 OC3's.

So our percentage calculation is:

Number of OC3 = 7Total number of OC3 = 16

Percentage of Bandwidth used = $7/16 = .4375 \times 100 = 43.75\%$

Again, COT understands PCWIN will not use all of this bandwidth and has estimated an overall 36% usage.

Attachment "B" to Exhibit A to Resolution No. 22151

Site/Node	Site Name	Comment
2	Thomas Price Service Center	COT Asset
3	IT	COT Asset
4	Westside Police Station	COT Asset
5	Ohio Street	COT Asset
16	Fire 17	COT Asset
17	Fire 18	COT Asset
29	PSTA	COT Asset
33	Rincon PD Substation	COT Asset
52	Reid Park	COT Asset
93	Department of Public Safety	COT Asset
111	Tucson Police Headquarters	COT Asset
113	Pima County Sheriff	COT Asset
125	Tumamoc Hill	COT Asset
126	Swan	COT Asset
138	Fire Station 22	COT Asset
130	Fire Station 21	COT Asset
163	PECOC	COT Asset

Annual Determination of City of Tucson Charges to Pima County for Reimbursement of City for SONET System Support of PCWIN

Section 3.B.3 of this IGA commits Pima County to annually pay the City of Tucson for all costs associated with 1.4 Full Time Equivalent (FTE) efforts associated with the City of Tucson network maintenance and ongoing repair for the network components, listed in Attachment B, on which PCWIN operates.

City of Tucson costs will be recalculated and billed to Pima County annually in July for the fiscal year starting that July 1, based on City of Tucson's budgeted expenses for that fiscal year. City of Tucson costs will be calculated according to the following methodology and will be available for Pima County review:

- The initial basis of billing and payment is the total budgeted costs of 1.0 FTE Electronic Technician and 0.4 FTE Communications Engineer. The aforementioned levels of effort are based on each employee being billable 75% of the time, i.e. 1560 billable Technician hours and 624 billable Engineer hours annually. This level of effort by classification may change annually by mutual agreement of the respective City of Tucson department directors and Pima County IT Director.
- The City of Tucson department directors will project their total cost for their respective FTE by adding all employee benefits, department indirects, and department overheads to the direct labor costs.
- Department indirects and overheads will include supervisory and management oversight, shop/office space, utilities, tools, support vehicles/equipment and services, administrative support, office supplies, etc. The objective is full cost recovery of providing the services.
- FY14 budgeted full costs of City of Tucson's applicable services = \$168,880 based on full cost rates of Electronic Technician \$74.50/hour and Communications Engineer \$84.40/hour.
- Future annual City of Tucson costs will be documented and provided to Pima County not later than June 1 of each year, to be effective July 1 of each year.

ADOPTED BY THE MAYOR AND COUNCIL

October 22, 2013

RESOLUTION NO. 22151

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUCSON AND PIMA COUNTY REGARDING ONGOING USE, MAINTENANCE AND SUPPORT OF THE CITY NETWORK IN FURTHERANCE OF THE PIMA COUNTY WIRELESS INTEGRATED NETWORK ("PCWIN"); AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement between the City of Tucson and Pima County regarding ongoing use, maintenance and support of the City Network in furtherance of PCWIN (the IGA), attached as Exhibit A, is approved.

SECTION 2. The Mayor or his designee is hereby authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest to any and all other documents necessary to effectuate the IGA by the City of Tucson.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this Resolution become immediately effective, an emergency is hereby declared to exist and this Resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, October 22, 2013

MAYOR

ATTEST:

Jusanne Mesich JOCITY OLERK

APPROVED BY:

CITY ATTORNEY

DI/D/mgs

REVIEWED BY:

CITY MANAGER