



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: August 5, 2025

** = Mandatory, information must be provided*

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

City of Tucson

***Project Title/Description:**

Intergovernmental Agreement between Pima County and City of Tucson for Data Center Racks

***Purpose:**

This Intergovernmental Agreement will allow the City of Tucson to utilize three data center racks at the Pima County Emergency Operations Center (PECOC), establishing a backup data center for the City of Tucson.

***Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

The City of Tucson will have the use of three data center racks at PECOC for which they will be billed monthly, generating an annual revenue of \$36,000 for Pima County.

***Public Benefit:**

In addition to the revenue generated, this agreement ensures that the City of Tucson has a backup data center capable of meeting the City's needs in the event of an incident or outage at the City's primary center.

***Metrics Available to Measure Performance:**

Timely monthly payment of fees to Pima County over the term of the agreement.

***Retroactive:**

Yes.

The City of Tucson Information Technology Department (CofT ITD) initiated a request to lease server rack space from Pima County Information Technology Department (PC ITD). A draft IGA was provided for review in June 2024 and later updated with revised pricing in February 2025 as details were being coordinated. PC ITD supplied the return address for the signed agreement in June 2025, which was subsequently received and is now being processed.

TO: COB, 7-21-25(3)
Vers: 0
Pgs: 5

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THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: IT Contract Number (i.e., 15-123): CT2500000043
Commencement Date: 07/01/2025 Termination Date: 06/30/2030 Prior Contract Number (Synergen/CMS): N/A
☐ Expense Amount \$ _____ * ☒ Revenue Amount: \$ 180,000.00

***Funding Source(s) required:** Internal Service Fund – IT Server and Storage

Funding from General Fund? ☐ Yes ☒ No If Yes \$ N/A % N/A

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? N/A

Were insurance or indemnity clauses modified? ☒ Yes ☐ No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:** _____

***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Terry Newman / Michelle Mitchell

Department: Information Technology Department

Telephone: 520-724-7121 / 520-724-9590

Department Director Signature: _____ Date: 7/17/2025

Deputy County Administrator Signature: _____ Date: 7-17-2025

County Administrator Signature: _____ Date: 7/17/2025

**Intergovernmental Agreement
between
Pima County and City of Tucson
for
Data Center Racks**

This Intergovernmental Agreement (IGA) is entered into by Pima County, a body politic and corporate of the State of Arizona ("County") and City of Tucson ("City"), a body politic and corporate of Pima County of the State of Arizona pursuant to A.R.S. § 11-952. The City and County shall singularly be referred to as the "Party" and collectively as the "Parties".

1. Background

- 1.1. County and City may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, *et seq.*
- 1.2. County owns and operates the Pima County Emergency Communications and Operations Center ("PECOC") located at Tucson, AZ.
- 1.3. County and City desire to have County provide City with the use of data center rack(s) located at PECOC.
- 1.4. County and City desire to have County provide City IT staff members with access to PECOC to access the provided data center rack(s).

2. Purpose. This IGA sets out the terms and conditions under which County will provide City with the use of equipment within PECOC and access to PECOC.

3. Scope. County will provide three PECOC data center racks (Racks: 9.1, 9.2 & 9.3, numbered as such by County's IT Department) at PECOC for City's use and will provide City with keycards to access PECOC on a 24/7 basis, and with keys to access and secure the data racks. Keycards will be assigned to specific City employees. City will provide their names to County and will ensure that they have passed the same background checks that the City requires for access to its own data center.

4. Financing. City will pay County \$3,000 per month on or before the first day of each month during the term. County will send monthly invoices to City.

Fee Schedule

Racks: 9.1, 9.2 & 9.3 cost per year:	\$36,000.00
Total Annual cost:	\$36,000.00

All payments will be made payable to:
Attn: Pima County Treasurer
Pima County Revenue Management
33 N. Stone Ave
Mailstop - DT-BAB6-401
Tucson, AZ 85701

5. Term. The term of this IGA is July 01, 2025, to June 30, 2030, regardless of when the Parties sign the IGA. City may terminate this IGA by notifying County, in writing at least 30 days before the effective date of the termination. In the event of such termination, City's only obligation to County will be payment of the fee for the period of time prior to the date of termination.

6. **Disposal of Property.** Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
7. **Indemnification.** 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") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, or employees.
8. **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:
 - 8.1. Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.
 - 8.2. 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.
 - 8.3. If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
 - 8.4. If required by law, workers' compensation coverage including employees' liability coverage.
 - 8.5. Each Party will provide 30 days written notice to the other party of cancellation, non- renewal or material change of coverage.
 - 8.6. The above requirements may be alternatively met through self-insurance pursuant to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this article. Inasmuch as the Parties are governmental entities, no certificates of insurance or indemnity shall be requested.
9. **Compliance with Laws.** The Parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the Parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
10. **Non-Discrimination.** The Parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties under this IGA. The Parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference.
11. **ADA.** The Parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
12. **Severability.** If any provision of this IGA, or any application of a provision to the Parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.

13. **Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
14. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the City of Tucson City Council does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the Parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
15. **Legal Authority.** Neither Party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either Party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
16. **Worker's Compensation.** Each Party will 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.
17. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between a party and the employees of the other party. Neither Party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
18. **No Third-Party Beneficiaries.** Nothing in 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.
19. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and 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:
Attn: Contract Administrator
Pima County IT Department
33 N Stone Avenue; 14th Floor
Tucson, Arizona 85701
Phone: 520-724-8113

Email: ITD_Purchasing@pima.gov

City of Tucson:
Attn: Contract Administrator
City of Tucson IT Department
255 W. Alameda Street
Tucson, Arizona 85701
Phone: 520-
Fax: 520-
Email:

With copies to:

County Administrator
115 North Church Avenue Suite 231
Tucson, Arizona 85701

Clerk of the Board
33 N Stone Avenue Suite 100
Tucson, Arizona 85701

20. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the Parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered, or extended except through a written amendment signed by the parties.
21. **Effective Date.** This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last Party (as indicated by the date associated with that Party's signature).

[Signature page to follow]

In Witness Whereof, County has caused this IGA to be executed by the Chair of its Board of Supervisors, upon resolution of the Board, and attested to by the Clerk of the Board, and City has caused this IGA to be executed by its Chair of its City Council, upon resolution of the City Council, and attested to by the City Clerk.

PIMA COUNTY:

Chair
Board of Supervisors

ATTEST:

Clerk of the Board

CITY OF TUCSON:



Mayor, Regina Romero

ATTEST:



City Clerk, Suzanne Mesich

Date: June 3, 2025

Approved as to Content

The foregoing Intergovernmental Agreement between Pima County and City of Tucson has been reviewed by the undersigned and is hereby approved as to content.

PIMA COUNTY:



Javier Baca
Pima County Information Technology Director

Intergovernmental Agreement Determination

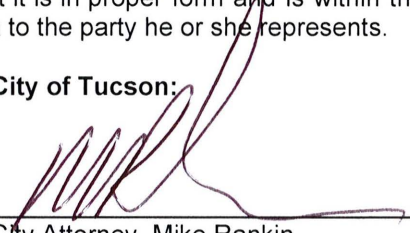
The foregoing Intergovernmental Agreement between Pima County and City of Tucson has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY:



Deputy County Attorney, Janis Gallego

City of Tucson:



City Attorney, Mike Rankin

Date: June 3, 2025