



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: January 10, 2023

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Pima County Superior Court

***Project Title/Description:**

Intergovernmental Agreement between Superior Court of Arizona, Pima County Consolidated Justice Court and Pima County for Co-Location of Computing Systems

***Purpose:**

In 2010, the Superior Court of Pima County and the Justice Court of Pima County agreed to co-locate their computing systems in a common physical area, creating a district "Court Data Center" located on the sixth (6th) floor of the Administration West Building (150 West Congress Street) to reduce costs to the County for cooling and securing such operations. The most recent IGA was written in 2016 and provides for an extension of term for four (4) additional two (2) year periods.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

The IGA stipulates the terms and conditions under which Superior Court and Justice Court may co-locate their respective computing equipment on the sixth (6th) floor of the Administration West Building at 150 West Congress Street.

***Public Benefit:**

Continued cost savings to the County for cooling. Having Superior Court and Justice Court critical infrastructure located in a single space that provides a higher level of security.

***Metrics Available to Measure Performance:**

Pima County shall assure that all data, monitoring, server infrastructure and server management for Superior Court and Justice Court will be kept separate from that of the County. Court staff will be responsible for the inventory and tagging of all equipment. Installation or removal of equipment from the Court Data Center shall be at the discretion of court staff. County staff will be made aware of changes to ensure the availability of power and cooling for other tenants isn't compromised.

***Retroactive:**

Yes. This agreement expired on August 14, 2022. Due to a clerical error, the amendment expired before it could be renewed. If not approved, there would be costs incurred for relocating, cooling and securing the court's equipment.

TO: COB 12-19-2022 (3)
Vers.: 4
Pgs.: 5

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$* _____ ☐ Revenue Amount: \$ _____

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

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

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

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

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: CT Department Code: IT Contract Number (i.e., 15-123): 17-013
Amendment No.: 3 AMS Version No.: 4
Commencement Date: 08/15/2022 New Termination Date: 08/14/2024
Prior Contract No. (Synergen/CMS): _____
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ 0.00

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

***Funding Source(s) required:** None

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: Michelle Mitchell

Department: Information Technology Department Telephone: 520-724-9590

Department Director Signature/Date: _____ 12/14/2022

Deputy County Administrator Signature/Date: _____ 12/14/2022

County Administrator Signature/Date: _____ 12/14/2022
(Required for Board Agenda/Addendum Items)

Pima County Department of Information Technology

Project: Intergovernmental Agreement between Superior Court of Arizona, Pima County Consolidated Justice Court and Pima County for Co-location of Computing Systems

**Contractor: Pima County Superior Court
110 W. Congress St. Tucson, AZ. 85701**

Contract No.: CT-IT-17-013

Contract Amendment No.: 3

Orig. Contract Term: 08/15/2016 to 08/14/2018	Orig. Amount:	\$ 0.00
Termination Date Prior Amendment: 08/14/2022	Prior Amendments Amount:	\$ 0.00
Termination Date This Amendment: 08/14/2024	This Amendment Amount:	\$ 0.00
	Revised Total Amount:	\$ 0.00

**Intergovernmental Agreement
Between Superior Court of Arizona,
Pima County Consolidated Justice Court
And Pima County
For Co-Location of Computing Systems
CONTRACT AMENDMENT**

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

1.1. Background. On August 15, 2016, the parties entered into the above referenced IGA to create a Court Data Center located on the 6th floor of the Administration West Building located at 150 W. Congress Street to reduce costs to the County for cooling and securing such operations.

1.2. Purpose. The Courts continue to need use of the Court Data Center for an additional two-year period.

2. Term. The parties are extending this IGA for two additional years commencing on August 15, 2022 and terminating on August 14, 2024. Due to clerical error delaying the execution of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3. Equipment. The parties have revised the equipment list as described in the attached **Attachment A.**

4. Israel Boycott Certification. Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00

Contract No.: CT-IT-17*013{96921 / 01033540 / v2}

or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

5. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

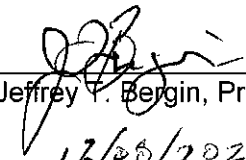
All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY

Chair, Board of Supervisors

Date

PIMA COUNTY SUPERIOR COURT



Jeffrey T. Bergin, Presiding Judge

12/20/2022

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO CONTENT



Director, Information Technology

JAVIER BACA 11/23/22

The foregoing Intergovernmental Agreement between Pima County, the Arizona Superior Court In Pima County, and Pima County Consolidated Justice Court has been reviewed pursuant to A.R.S.

Contract No.: CT-IT-17*013{96921 / 01033540 / v2}

§11-952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

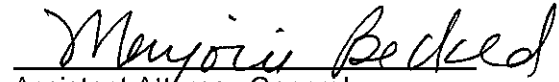
PIMA COUNTY


Deputy County Attorney

Rachelle Barr
Print DCA Name

11/16/2022
Date

ATTORNEY GENERAL OF ARIZONA


Assistant Attorney General

11/29/2022
Date

Attachment A (1 page)

Superior Court Equipment as of September 28th, 2022

4 42U Racks
1 AOC Cisco 2960
1 AOC Cisco ASA 5525
1 Cisco 9300
2 Cisco ASR 1001 (DM VPN)
2 Cisco 9500
2 Cisco FTD 2100
1 Cisco FMC 1600
1 AOC PTP Router
2 Forcepoint Appliances
2 Cisco WLC 5520
2 Dell Switches
10 Servers
All servers have dual power supply
3 SANs

Justice Court Equipment as of September 28th, 2022

3 43U Racks
7 Servers
All servers have dual power supply
1 SAN
1 Barracuda Appliance
1 Cisco 3850
2 Cisco 3750
1 Cisco ASA 5520



OFFICE OF THE ARIZONA ATTORNEY GENERAL

MARK BRNOVICH
ATTORNEY GENERAL

STATE GOVERNMENT DIVISION
AGENCY COUNSEL SECTION

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. ACS-KR-2022-0058 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 30th day of November, 2022.

MARK BRNOVICH
ATTORNEY GENERAL

Manjorie Becked
Assistant Attorney General