



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 09/15/2015

or Procurement Director Award

Contractor/Vendor Name (DBA): US Dept. of Homeland Security - U.S. Customs & Border Protection (CBP)

Project Title/Description:

MOU for Continuity of Operations for Intelligence & Operations Center.

Purpose:

This Agreement is intended to establish guidance for all Parties during the implementation of the Joint Intelligence and Operations Center's (JIOC) Continuity of Operations Plan (COOP). The Pima County Emergency Operations Center (EOC) is an ideal location for the transition of JIOC operations in the event of an emergency in which the JIOC infrastructure and/or communications are compromised.

Procurement Method:

Procurement Exempt - IGA

Program Goals/Predicted Outcomes:

This Agreement is intended to formalize and clarify how the JIOC would transfer operations to the Pima EOC facility in the event of an emergency in which the JIOC has been compromised.

Public Benefit:

This agreement enhances interagency cooperation and increases our capability to respond to several incidents at the same time. Immediate interagency cooperation is essential in order to ensure response to crisis situations is efficient; eliminating redundancy and duplication of efforts.

Metrics Available to Measure Performance:

n/a

Retroactive:

n/a

*To: COB - 9-2-15 (2)
Ver- 1
Pgs- 5*

Procure Dept 08/24/15 PM03:14

Original Information

Document Type: CT Department Code: OEM Contract Number (i.e., 15-123): 16-44

Effective Date: 09/15/2015 Termination Date: 09/15/2021 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ 0 Revenue Amount: \$ 0

Funding Source(s): n/a

Cost to Pima County General Fund: 0

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Griselda Moya-Flores

Department: Office of Emergency Management Telephone: 724-9314

Department Director Signature/Date: [Signature] 8-20-15 (Jeff Guthrie)

Deputy County Administrator Signature/Date: JAN Leshner 8-24-15 JW 8-24-15

County Administrator Signature/Date: [Signature] 8/24/15
(Required for Board Agenda/Addendum Items)

CONTRACT
NO. <u>CT-OEM-1600000000000000000044</u>
AMENDMENT NO. _____
<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>

MEMORANDUM OF UNDERSTANDING

between

PIMA COUNTY OFFICE OF EMERGENCY MANAGEMENT

and

UNITED STATES DEPARTMENT OF HOMELAND SECURITY,
U.S. CUSTOMS AND BORDER PROTECTION
JOINT TASK FORCE – WEST, ARIZONA

1. PARTIES

This Memorandum of Understanding (MOU) is executed between Pima County on behalf of the Pima County Office of Emergency Management (PCOEM) and the United States Department of Homeland Security, U.S. Customs and Border Protection (CBP), Joint Task Force – West, Arizona (JTF-W AZ), collectively “the Parties.”

2. PURPOSE

This MOU is intended to establish guidance for all Parties during the implementation of the Joint Intelligence and Operations Center’s (JIOC) Continuity of Operations Plan (COOP).

The JIOC serves as the principal center that provides persistent, real-time situational awareness to all Arizona-based CBP operational components, and their respective commands, as well as JTF-W AZ leadership. This is accomplished via sustained, comprehensive reporting, multifaceted communication and the processing and dissemination of tactical intelligence. The JIOC also serves as the single point of integration, coordination, de-confliction and communications for all aviation assets flying in support of the CBP mission in Arizona. Fully mission capable, the JIOC enhances mission integration, creates efficiencies and improves overall operational effectiveness.

The Pima County Emergency Communications and Operations Center (PECOC) is an ideal location for the transition of JIOC operations in the event of an emergency in which the JIOC infrastructure and/or communications are compromised. This MOU is intended to formalize and clarify how the JIOC would transfer operations to the PECOC in the event of an emergency.

The PECOC houses the 9-1-1 call center and dispatch operations of the Pima County Sheriff’s Department (PCSD) and a consortium of fire districts that serve unincorporated Pima County, including the Homeland Security Emergency Operations Center and backup dispatch facilities for the City of Tucson Police and Fire Departments. The facility contains state-of-the-art technology and security features including radio communications equipment and telecommunications infrastructure, as well as high security fencing, a controlled access system, seismic bracing to prevent earthquake damage, and a number of redundant features and backup generators so that the facility never loses power.

3. AUTHORITIES

- 3.1.** The Homeland Security Act of 2002, codified in Title 6, U.S. Code.
- 3.2.** Emergency Preparedness Program, CBP Directive No. 5290-010B (June 8, 2007).

4. PROCESS

- 4.1.** When executing the COOP, JTF-W AZ personnel at the JIOC will contact PCSD telephonically at (520) 351-4900.
- 4.2.** PCSD will then contact the PCOEM On-Call Coordinator at (520) 724-9301 for approval, access and use of the PECOC.
- 4.3.** PCSD will relay the approval message and coordinate access to the PECOC.

5. PERSONNEL

- 5.1.** JTF-W AZ will be permitted to assign approximately seven to ten (7-10) personnel per each eight (8) hour shift to the PECOC in the event of a COOP.
- 5.2.** JIOC shift hours are 0700-1500, 1500-2300, and 2300-0700.
- 5.3.** The number of personnel shall be commensurate with the need for JTF-W AZ to continue to execute the primary functions of the JIOC.
- 5.4.** JTF-W AZ personnel may include, but are not limited to, uniformed agents/officers/pilots, intelligence specialists and program managers.
- 5.5.** JTF-W AZ personnel assigned to the PECOC under this MOU will operate within the JTF-W AZ's established Standard Operating Procedures (SOPs). In the event of a conflict between JTF-W AZ procedures for personnel conduct or work management and similar procedures in place at the PECOC, the procedures at the PECOC shall take precedence, unless directed otherwise.
- 5.6.** CBP will fund all necessary and reasonable expenses associated with the assignment of CBP personnel under this MOU, including CBP salaries, to the extent permitted by law and appropriations.

6. EQUIPMENT

- 6.1.** JTF-W AZ personnel shall be issued at least one (1) proximity card for entry to the PECOC during the duration of the COOP.
- 6.2.** JTF-W AZ personnel will bring their own laptops to the PECOC which are equipped with WIFI capabilities.
 - 6.2.1.** Unless there are unforeseen circumstances, JTF-W AZ personnel do not anticipate the need for land-line internet access (e.g. WIFI inoperable on JIOC laptops).

6.3. JTF-W AZ personnel shall have access to minimum of two (2) phone lines to maintain field coordination capabilities.

7. PRIORITIES

PCOEM emergency requirements have priority within the PECOC. Should the need arise, JTF-W AZ personnel will be directed to relocate to an alternate site within the PECOC until the COOP has concluded or it is viable to return to the original location within the PECOC.

8. LIABILITY

8.1. Each Party shall be solely responsible and liable for claims, demands or judgments (including costs, expenses and attorney fees) resulting from personal injury to any person or damage to any property arising out of its own employee's performance under this Agreement to the extent permitted by law. The Agency shall only be liable to the extent permitted under the Federal Tort Claims Act, 28 U.S.C. §2671, et seq., or other federal law authorizing the waiver of sovereign immunity. Each Party shall be solely responsible for its own acts or omissions and those of its officers and employees by reason of its operations under this Agreement to the extent permitted by law. This responsibility includes automobile liability. This Article shall survive any termination of this Agreement.

8.2. For the purposes of workers' compensation, each Party shall be solely liable for the payment of workers' compensation benefits for its individual employees which is consistent with the provisions contained in A.R.S. §§23-1022(D) and 23-1022(E). The workers' compensation obligations of CBP are those governed by the Federal Employees' Compensation Act (FECA), 5 U.S.C. 8101 et seq.

9. LIMITATIONS

9.1. Each Party will retain complete control over its own employees and programs. Nothing in this Agreement is intended to extend the jurisdiction or authority of either Party.

9.2. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between PCOEM and any CBP employees, or between CBP and any PCOEM employees. Neither Party shall be liable for any debts, accounts, obligations nor 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.

10. POINTS OF CONTACT

The following individuals, and their successors, shall be the point of contact for JTF-W AZ and PCOEM regarding the implementation, amendment or termination of this MOU:

10.1. JTF-W AZ

10.1.1. Mark Mitchell
Acting Director, JIOC
Mark.mitchell@dhs.gov
520-519-7021

10.1.2. Ruben Rivera
Acting Chief Watch Commander, JIOC
Ruben.rivera@cbp.dhs.gov
520-519-4233

10.2. PCOEM

10.2.1. Jeff Guthrie
Director, PCOEM
Jeff.Guthrie@pima.gov
520-724-9313

11. EFFECT ON OTHER AUTHORITIES

Nothing in this MOU is intended to restrict the authority of either Party to act as provided by law, statute, or regulation. Nor is it meant to restrict either Party from administering or enforcing any laws within its authority or jurisdiction.

12. EFFECTIVE DATE

The terms of this MOU will become effective upon signature by all Parties.

13. TERMINATION

This MOU may be terminated after thirty (30) days upon written notice by either Party.

14. NO PRIVATE RIGHTS CREATED

This MOU does not create any right or benefit, substantive or procedural, enforceable in law or in equity, against the United States, its departments, agencies, or other entities, its officers, employees, or any other person.

15. APPROVING OFFICIALS



Paul Beeson
Commander
Joint Task Force – West, Arizona
U.S. Customs & Border Protection

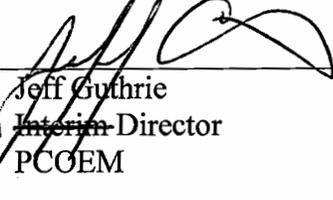


Date

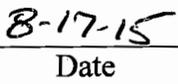
Sharon Bronson
Chair
Pima County Office Board of Supervisors

Date

REVIEWED BY

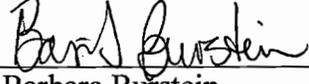


Jeff Guthrie
Interim Director
PCOEM

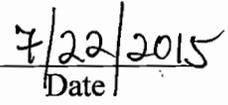


Date

APPROVED AS TO FORM



Barbara Burstein
Deputy County Attorney
Pima County



Date

ATTEST

Robin Brigode
Clerk of Board
Pima County

Date