



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: August 15, 2016

or Procurement Director Award

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**Contractor/Vendor Name (DBA):** Superior Court of Arizona Pima County Consolidated Justice Court

**Project Title/Description:**

IGA - Superior Court of AZ, Pima County Consolidated Justice Courts, 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 original agreement allowed for an extension of term for four (4) additional two (2) year periods. All parties had agreed on contract extensions until the contract came due for renewal this year. After thorough review of the existing language, it was agreed upon by all parties that much of the language was no longer pertinent and/or necessary to be in the agreement, so this new IGA was written to take the place of the outdated expired IGA.

**Procurement Method:**

D 29.4 XI.H "Other Non-Procurement Method."

**Program Goals/Predicted Outcomes:**

The IGA stipulates the terms and conditions under which the 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:**

**Original Information**

Document Type: CT Department Code: IT Contract Number (i.e.,15-123): 17\*013

Effective Date: 8/15/2016 Termination Date: 8/15/2018 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$ N/A  Revenue Amount: \$ N/A

Funding Source(s): N/A

Cost to Pima County General Fund: N/A

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: \$-0-

Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: N/A

Contact: Alicia Montoya

Department: Information Technology Telephone: 724-9590

Department Director Signature/Date: \_\_\_\_\_ 7/15/16

Deputy County Administrator Signature/Date: \_\_\_\_\_ 7-18-16

County Administrator Signature/Date: \_\_\_\_\_ 7/18/16  
*(Required for Board Agenda/Addendum Items)*

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE SUPERIOR COURT OF ARIZONA  
PIMA COUNTY CONSOLIDATED JUSTICE COURT  
AND PIMA COUNTY  
FOR CO-LOCATION OF COMPUTING SYSTEMS**

**THIS INTERGOVERNMENTAL AGREEMENT**, made and entered into pursuant to A.R.S. section 11-952, by and between the Arizona Superior Court in Pima County (Superior Court or Court), Pima County Consolidated Justice Court (Justice Court) and Pima County (County).

**WHEREAS**, Arizona Constitution Article 6, § 11 gives the responsibility for administrative supervision of the court to the presiding judge of each superior court; and Supreme Court Administrative Order 2005-32 sets out the wide-ranging powers and duties of presiding judges; and whereas Supreme Court Administrative Order 2005-32(C)(11) states that administrative supervision of the Court includes the authority to "coordinate and implement compatible information systems and technology..., improve information sharing, and encourage projects which utilize technology to increase accessibility and improve efficiency and court management within their jurisdictions"; the Courts, through the Presiding Judge of the Arizona Superior Court in Pima County, have the authority and responsibility to enter into this agreement pursuant to A.R.S. § 11-952.

**WHEREAS**, it is the purpose of the courts to provide the timely, fair and efficient administration of Justice under law in a manner that instills and sustains the public's confidence in the judicial system. The Superior Court and Justice Court accomplish this purpose within the ambit of the Judicial Department of the State of Arizona. The Judicial Department provides direction and guidance to the courts in many areas; not the least of which is in the collection, management and reporting of data and other information. In these capacities, the Superior Court and the Justice Court have access to, and collect, utilize and store in electronic format, information that is sensitive, confidential and privileged. Because of these requirements, only Superior Court and Justice Court employees shall have access to each court's data and computing systems and networks.

**WHEREAS**, the Courts own, operate and maintain a substantial array of computing system hardware. Courts staff supports the operations of the Superior and Justice Courts, 24 hours per day, 7 days per week, 365 days per year (hereafter referred to as "24/7") and

**WHEREAS**, Pima County Information Technology Department (hereafter called Central IT) purchases, operates and maintains a major portion of the computing and networking infrastructure (technical Infrastructure) for Pima County. The Central IT computer operations and network environment operate 24/7. Additionally, Central IT is responsible for the implementation and operation of common county-wide application systems, as well as all applications and technical infrastructure for all departments reporting directly to the County Administrator.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:** Superior Court (not including Juvenile Court servers and systems) and Justice Court computing systems and servers will be located within the Central IT location, creating a distinct "Court Data Center" on the sixth floor of the Administration West Building, at 150 W. Congress Street. This will enable the Superior Court and Justice Court to be "co-located" within the County 6th floor IT Data Center.

## **SECTION 1. SEPARATION AND SEGREGATION**

This agreement provides for the co-location of the Superior Court and Justice Court computing systems in a common physical area for the purpose of saving the county costs for cooling and securing such operations. However, this agreement does not diminish in any way the need for separation of the functions of the two branches of government, judicial and executive. The courts' computing systems referenced herein and the processes supported by those systems are to remain separate and distinct from those of Central IT. Specification, procurement, installation, support, and maintenance of court computing systems shall remain the sole responsibility of court staff both now and in the future. At no time shall non-court personnel access or attempt to access any court systems or data without the prior written authorization of the court administrator of the respective courts.

## **SECTION 2. SECURITY CAMERAS**

The existing and any future Control and Recording camera system used by the Central IT will provide the following capabilities for the Court Data Center:

- A Security camera set to record from motion 24/7 all entry and exit from the Court Data Center.
- 24/7 lighting to ensure that a camera is able to successfully view and record all activity.
- Remote access and control capability.
- Immediate access to the surveillance recordings, to include:
  - Easy-to-use software for investigative retrieval when necessary.
  - Recordings exportable to media such as DVD.
  - Recordings that spool to Central IT maintained servers to which Court IT has access. Court IT will be responsible for copying the recordings to court systems. Recordings will be purged bi-weekly.
- Court staff shall be notified, in writing, prior to or, in the case of unforeseen emergencies, immediately after any service, interruption, or modification to the Central IT managed surveillance system that houses or controls Court surveillance system information. No modifications of the above system (affecting the Court Data Center) will be made without the court's prior approval.

### **SECTION 3. ACCESS CONTROL**

- The Court Data Center shall be physically separated from non-court equipment by means of walls and ceiling. There shall be no physical separation (including fencing) below the raised floor or above the ceiling which restricts air-flow.
- The Court Data Center shall be accessible by Superior Court and Justice Court IT staff 365 days a year, 24/7.
- The Court Data Center shall have security that limits access based upon the use of electronic passes and also provides an audit trail of all entries and attempts to enter.
- Central IT will administer the electronic card access system which controls access to Central IT Data Center rooms (excludes the Court IT Data Center), and shall provide card access to Court IT staff to the Central IT Network Operations Center area so they can access the Court IT Data Center.
- Court IT shall administer electronic card access to the Court Data Center area which provides access for Court's staff. Court IT staff shall be notified, in writing, prior to or, in the case of unforeseen emergencies, immediately after any service, interruption, or modification to the access control system that houses or controls Court surveillance system information.
- With the exception of an emergency, entry into the Court Data Center by non-court staff will require prior approval by the court administrator, or designee, of either court. Without exception, an incident report must be completed within 24 hours by Central IT staff in the event non-court staff accesses the Court Data Center.
- Personnel Screening. Any County personnel who are provided a county permanent badge providing access to the Court Data Center shall be screened and required to pass a criminal background check and to sign the court's security breach procedures and non-disclosure agreements. Emergency entry is not considered permanent badge access.
- County Facilities Management Department (FMD) personnel requiring access (emergency or otherwise, e.g. previously scheduled event) to the Court Data Center shall have no further screening requirements beyond those already in place to work at the County Main Jail.

### **SECTION 4. FACILITY**

Pima County shall assure:

- The Court Data Center has an 18-inch raised floor (approximately).
- The Court Data Center air Conditioning is adequate to maintain constant 65- 75 degrees Fahrenheit and 35%-55% relative humidity which are consistent with Pima County FMD objectives.
- The Court Data Center is part of the existing environmental monitoring system used by Central IT and FMD. Central IT and FMD staff shall alert Court IT staff when temperatures reach previously defined and documented critical marks.

- The Court Data Center is fed with the same air conditioning as the Central IT Data Center. During unanticipated outages of an extended period, Court and Central IT staff will work together with FMD to ensure adequate air conditioning is provided to all areas of the Data Center environment which includes the Court and Central IT areas
- Power outages for routine maintenance by Pima County are scheduled in advance. Notice is submitted in writing to both the Superior Court and Justice Court at least 30 days in advance. Efforts will be made to coordinate these activities at an optimal time for all parties.
- The Court Data Center is large enough for furniture for two workstations within or directly adjacent to the Court Data Center.
- The Court Data Center has a telephone with long distance access.
- The Court Data Center has sufficient space to install, remove, and service computing and networking equipment for the Superior Court and Justice Court staff.
- The Court Data Center has the same emergency power to the systems by means of an Uninterruptible Power Supply (UPS) and Emergency Generator as the Central IT Data Center. UPS is capable of sustaining the systems currently in place without interruption until the Emergency Generators are capable of sustaining the load.
- Power panels providing power to the Court Data Center are located in or directly outside the Data Center. The power panels are secured for access by Court IT staff and FMD.
- Court IT Staff have access to the Power Panels so that power may be enabled or disabled for maintenance.
- The Court Data Center is designated as a restricted area by Court approved signs.
- Expansion of the Court Data Center footprint will require mutual agreement between Court IT, Central IT, and FMD, which shall not be unreasonably withheld by any party.

The Courts shall assure that, when major additions/modifications of equipment are contemplated, Court staff will work with County FMD to assure that there are adequate resources (such as power/cooling) available.

## **SECTION 5. EQUIPMENT**

- Pima County assures that all data, monitoring, server infrastructure, and server management for Superior Court and Justice Court is kept separate from that of the County.
- Court staff will make all decisions pertaining to the management, procurement and use of the Court computing and network equipment and associated environment.
- Court staff will be responsible for the inventory and tagging of all equipment.
- Installation or removal of equipment from the Court Data Center is at the discretion of the Court staff. However, any changes with the Court Data Center server, storage, and/or network equipment that would affect required electrical power, HVAC levels, and/or UPS requirements must be reviewed by the County CIO. No review is

required in cases where one device is taken out of service and replaced by another device with reasonably similar requirements for electrical power and/or HVAC. Since Central IT is accountable for the data center environments, knowledge of changes is required to ensure adequate power, cooling and UPS resources are available for all tenants.

- In the event firewall rule changes are planned that have any effect on Court traffic directly entering the Pima County network, Central ITD must be notified 10 business days in advance of such changes so the Network and Security teams can review and approve said rules.

## **SECTION 6. NETWORK**

- Central IT shall provide at its cost a separate, dedicated fiber connection from the Court Data Center to the Superior Court and Justice Court networking equipment located in its existing 110 W. Congress Street and 240 N. Stone Ave facility computer rooms.
- The Courts shall supply the routers, switches, and cables needed to connect their equipment to the County backbone (via the fiber connection listed above).
- Installation, configuration and maintenance of routers, switches, networks, and connectivity within the Court Data Center will be the responsibility of Court staff.
- If Central IT detects unusual volume and/or activity of data packets occurring in which the source and/or destination of those data packets are identified as Superior Courts and/or Justice Courts, Central IT will immediately contact the Courts' Information Technology Divisions to coordinate and assist in the investigation and resolution to ensure the safety and integrity of both the Courts' and Central IT network.
- Central IT reserves the right to shut down the Courts' IT connections to the County network if it determines that a highly unusual volume and/or activity of data packets is coming through Courts' IT networks and penetrating Central IT's network. Central IT will immediately contact the Courts Information Technology divisions to coordinate and assist in the investigation and resolution to ensure the safety and integrity of both the Courts' and Central IT network.
- Central IT will not shut down Courts' servers, data storage, or network equipment; except in the case of fire or other emergency, when standard Central IT procedures will prevail. An "emergency" is defined as a grave or catastrophic physical or cyber event that poses an immediate and imminent threat to the safety, security, and/or ongoing operation of the data center and/or the network.
  - Notice must be provided to Courts' IT emergency contacts as soon as possible in the event of any emergency or non-emergency situation which results in the loss of power, HVAC, internet connectivity, or other disruption to normal Courts' services.

- Central IT shall not take any actions which may foreseeably disrupt the continuous functioning of Courts' equipment, unless an emergency exists, without first consulting with Courts' IT to determine a mutually-agreeable time and date. Courts' IT staff will be on call 24 hours per day, 7 days per week and will cooperate as much as reasonably possible in scheduling any necessary service disruptions.

## **SECTION 7. ALTERNATIVES**

This agreement provides an opportunity for county agencies to be "co-located" in a common physical area in order to save costs for cooling. It is critical that this agreement does not impede or diminish the mandate for separation of the two branches of government. In the event that any of the items stated in this Intergovernmental Agreement is not strictly adhered to, the Courts and/or County may exercise their right to pursue alternatives for housing the Court Data Center without consent or approval by the other party.

## **SECTION 8. NON-APPROPRIATION OF FUNDS**

The payment and performance obligations of both parties under this Agreement are conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not appropriated and available to a party to pay or perform its obligations, that party may terminate this Agreement. In the event this provision is exercised, the terminating party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **SECTION 9. TERMINATION**

This Agreement may be terminated at any time by mutual written consent or by either party's giving written notice of not less than ninety (90) days' written notice to the other party.

## **SECTION 10. 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") 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.

Also, Indemnitor agrees to indemnify and hold harmless the Indemnitee from and against any and all costs and expenses associated with the remediation of damage to Indemnitee's IT



network arising out of any attack originating in or through the Indemnitor's IT network or caused in any other respect by the Indemnitor's IT network regardless of the source of the attack.

#### **SECTION 11. LEGAL JURISDICTION**

Nothing in this agreement shall be construed as either limiting or extending the legal jurisdiction of the Superior Court, Justice Court or Pima County.

#### **SECTION 12. SELF INSURED**

Each Party acknowledges that they are self-insured and that each shall be responsible for their own acts and omissions.

#### **SECTION 13. ARBITRATION**

This agreement is subject to arbitration to the extent required by A.R.S. § 12-1518, A.R.S. § 12-133 and Rule 3.9, Pima County Superior Court Local Rules.

#### **SECTION 14. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

All parties shall comply with applicable provisions of Title VII of the Civil Rights Act of 1964, as amended by the Age Discrimination in Employment Act, and State Executive Order No. 2009-09 and A.R.S. 41-1461 et seq. The parties shall also comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement of qualified persons because of physical or mental disability, and the Americans with Disabilities Act. The Courts will not discriminate, and shall require that any subcontractor not discriminate, in the provision of program services on the basis of race, age, creed, color, religion, sex, condition of disability, or national origin.

#### **SECTION 15. NO JOINT VENTURE**

It is not intended by the IGA to, and nothing contained in the IGA shall be construed to, create any partnership, joint venture, or employment relationship between the parties or create any employer- employee relationship between the employees of one Party and the other Party.

#### **SECTION 16. COMPLIANCE WITH LAWS**

The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. Further, the Court shall comply with all applicable Arizona Rules of the Court, the Arizona Code of Judicial Administration and the policies and guidelines of the Administrative Office of the Courts. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Pima County.

## **SECTION 17. TERM**

This agreement shall commence upon execution by all parties and shall terminate two (2) years from the date of commencement, unless sooner terminated pursuant to the provisions of this Agreement. If approved by all parties, this agreement may be extended for up to four (4) additional two (2) year periods. Any modification or extension shall be by formal written amendment and executed by the parties hereto.

## **SECTION 18. CONFLICT OF INTEREST**

This agreement 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.

## **SECTION 19. DISPOSAL OF PROPERTY**

Disposal of Property Upon the termination of this IGA, all property involved shall revert back to the owner. Termination shall not relieve any party from liabilities or costs already incurred under this nor affect any ownership of property pursuant to this IGA.

## **SECTION 20. WORKERS 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.

## **SECTION 21. SEVERABILITY**

If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

## **SECTION 22. ENTIRE AGREEMENT**

This document constitutes the entire agreement between the parties and shall not be modified, amended, altered or changed except through a written amendment signed by all the parties.

## **SECTION 23. NOTICE**

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, Pima County  
150 W. Congress, 6th Floor  
Tucson, AZ 85701

Court Administrator  
Arizona Superior Court in Pima County  
110 W. Congress, 9th Floor  
Tucson, AZ 85701

With copies to:

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

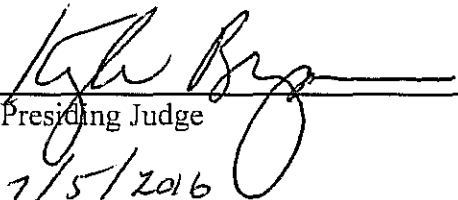
Presiding Judge  
Arizona Superior Court in Pima County  
110 W. Congress, 9th Floor  
Tucson, Arizona 85701

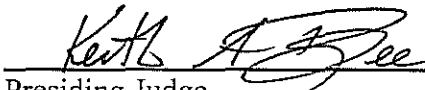
Clerk of the Board  
130 West Congress, 5th Floor  
Tucson, Arizona 85701

Presiding Justice of the Peace  
Pima County Consolidated Justice Court  
240 N. Stone Ave.  
Tucson, Arizona 85701

**ARIZONA SUPERIOR COURT  
IN PIMA COUNTY**

**PIMA COUNTY CONSOLIDATED  
JUSTICE COURT**

  
\_\_\_\_\_  
Presiding Judge  
7/5/2016  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Presiding Judge  
7/1/16  
\_\_\_\_\_  
Date

**PIMA COUNTY:**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Supervisors

\_\_\_\_\_  
Date

**Intergovernmental Agreement Determination**

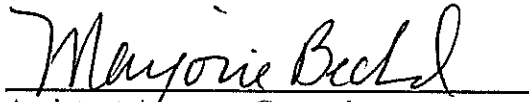
The foregoing Intergovernmental Agreement between Pima County, the Arizona Superior Court in Pima County (Superior Court) and Pima County Consolidated Justice Court (Justice Court), has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

**PIMA COUNTY:**

  
**TOBIN ROSEN**  
Deputy County Attorney

7/6/16  
Date

**ATTORNEY GENERAL OF ARIZONA**

  
Assistant Attorney General

6/27/2016  
Date