Contract Number: 01-14-S-142807-0310
Effective Date : 3-16-2010
Term Date : 3-15-2012
Cost : ✓
Revenue :
Total : ✓ NTE:
Action
Renewal By : 12-1-2011
Term : 3-15-2012
Reviewed by: DL

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: March 16, 2010

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

The Superior Court of Pima County and the Justice Court of Pima County agree to co-locate their computing systems in a common physical area, creating a district "Court Data Center" to be located on the sixth floor of the County Health and Welfare Building (150 West Congress Street). The move to a common physical area will reduce costs to the County for cooling and securing such operations. The Courts' computing systems and the processes supported by those systems will remain separate and distinct from those of Central Information Technology.

CONTRACT NUMBER (If applicable):

STAFF RECOMMENDATION(S):

The Information Technology Department recommends that the Pima County Board of Supervisors adopt and the Chairman sign the Resolution and Intergovernmental Agreement Between the Superior Court of Arizona in Pima County, the Pima County Consolidated Justice Court and Pima County for Co-Location of Computing Systems.

CORPORATE HEADQUARTERS: Arizona

To: CHH - 3-2-10
CoB - 3-4-10
(1) Agenda 3-16-10
Addendum

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MAR 05 '10 AM 09:13 PC CLK OF BD

Procure Dept 03/02/10 PM 03:39

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: *N/A* ***and/or REVENUE TO PIMA COUNTY:*** *N/A*

FUNDING SOURCE(S): *N/A*
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

		YES	***X***	***NO***

Board of Supervisors District:

1		*2*		*3*		*4*		*5*		*All*	*X*

IMPACT:

IF APPROVED:

The Superior Court of Pima County and the Justice Court of Pima County will co-locate their computing systems on the sixth floor of the County Health and Welfare Building (150 West Congress Street) to create a district "Court Data Center" to reduce costs to the County for cooling and securing such operations.

IF DENIED:

The Superior Court of Pima County and the Justice Court of Pima County will not relocate their computing systems and such operations, security measures, and all related costs will remain unchanged.

DEPARTMENT NAME: *Information Technology*

CONTACT PERSON: *Julie K McWilliams* *TELEPHONE NO.:* *243-7133*

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RESOLUTION NO. 2010 - 64

RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE SUPERIOR COURT OF ARIZONA IN PIMA COUNTY, THE PIMA COUNTY CONSOLIDATED JUSTICE COURT, AND PIMA COUNTY

WHEREAS, the Superior Court of Arizona in Pima County, the Pima County Consolidated Justice Court ("Courts") and Pima County, through a joint and cooperative effort, wish to enter into a cooperative agreement for the purpose of co-locating Courts computing systems, and

WHEREAS, it is necessary for the parties to establish an intergovernmental agreement in order to carry out the intent of the parties and define the roles and responsibilities regarding the intended cooperative effort, and

NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED AND CARRIED, BE RESOLVED THAT:

1. The intergovernmental agreement between Pima County and the Courts is hereby approved.

2. The Chairman of the Board is hereby authorized and directed to sign the intergovernmental agreement for the Pima County Board of Supervisors.

3. The various officers and employees of Pima County are hereby authorized and directed to perform all acts necessary and desirable to give effect to this Resolution.

PASSED, ADOPTED AND APPROVED this 16th day of March, 2010.

PIMA COUNTY BOARD OF SUPERVISORS:

Ramon Valadez

Chairman MAR 16 2010

ATTEST:

Lori Godoshian

Clerk Board of Supervisors

APPROVED AS TO FORM:

Deputy County Attorney

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CONTRACT
NO. 01-14-S-142807-0310
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

INTERGOVERNMENTAL AGREEMENT BEWEEN THE SUPERIOR COURT OF ARIZONA IN PIMA COUNTY PIMA COUNTY CONSOLIDATED JUSTICE COURT AND PIMA COUNTY

FOR CO-LOCATION OF COMPUTING SYSTEMS

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into pursuant to Arizona Revised Statute 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 legal and ethical 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 (attachment A). Courts staff supports the operations of the Superior and Justice Courts, 24 hours per day, seven 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.

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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 moved to the Central IT location, creating a distinct "Court Data Center" on the sixth floor of the County Health and Welfare Building, at 150 W. Congress Street. The move will enable the Superior Court and Justice Court to be "co-located" within the County 6th floor IT Data Center. Prior to the move, this location will be inspected by both the Superior Court and Justice Court staff (hereinafter called Court Staff) to assure that all requirements as noted in this memorandum of understanding have been achieved.

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

Pima County shall assure the provision of and bear all costs of the following:

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:

- Security camera set to record from motion shall be installed to provide for 24/7 monitoring of all entry and exit from the Court Data Center.
- There shall be 24/7 lighting to ensure that a camera is able to successfully view and record all activity.
- The Control and Recording camera system shall have remote access and control capability.
- The County shall provide to court management immediate access to the surveillance recordings, to include:
    - The recordings of the monitoring camera shall be available via easy-to-use software for investigative retrieval when necessary.
    - Court staff shall be able to export recordings to media such as DVD.
    - The Control and Recording camera system will spool recordings to Central IT maintained servers. Central IT will provide the Court IT with access to these recordings. Court IT will establish an automated process for copying of the recordings to court systems. The recording on the Central IT servers will be purged bi-weekly.

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- Court staff shall be notified, in writing, prior to or, in the case of unforeseen emergencies, immediately after any service, interruption, or modification to surveillance system. No modifications of the above system (affecting the Court Data Center) will be made without the court's prior approval.

SECTION 3. <u>ACCESS CONTROL</u>

Pima County shall assure provision and bear all costs of the following:

- 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 Operations/Printer room area.
- Court IT shall administer electronic card access to the Court Data Center area which provides access for Courts 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.
- 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. <u>FACILITY</u>

Pima County shall assure provision and bear all costs of the following:

- The Court Data Center must possess approximately an 18-inch raised floor.

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- The Court Data Center must have air conditioning 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 shall be included in 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 will be provided 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 must be scheduled in advance. Notice must be submitted in writing to both the Superior Court and Justice Court at least 30 days in advance. All efforts will be made to coordinate these activities at an optimal time for all parties.
- The Court Data Center will include room for furniture for two workstations within or directly adjacent to the Court Data Center.
- The Court Data Center must contain a telephone with long distance access.
- When major additions/modifications are contemplated, Court staff will work with County FMD to assure that there are adequate resources (such as power/cooling).
- The Court Data Center will allow for space sufficient to install, remove, and service computing and networking equipment for the Superior Court and Justice Court staff.
- The Court Data Center will be provided with 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 must be capable of sustaining the systems without interruption until the Emergency Generators are capable of sustaining the load.
- Power panels providing power to the Court Data Center will either be located in or directly outside the Data Center. If located outside the Data Center the power panels will be secured for access by Court IT staff and FMD.
- Court IT Staff must be provided access to the Power Panels so that power may be enabled or disabled for maintenance.
- The Court Data Center will be 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.

SECTION 5. <u>EQUIPMENT</u> (SEE ATTACHMENT A)

- 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.

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- 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.

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 115 N. Church 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.

SECTION 7. IMPLEMENTATION

- Court staff will be responsible for the move of the Courts' systems to the Court Data Center and all costs of the move.
- Court staff will verify that Pima County has provided adequate power prior to any equipment move.
- Equipment and system moves shall employ strategies and timeframes that best serve the needs of their respective courts.
- Pima County will be notified 2 weeks prior to commencing the move into the Court Data Center.

SECTION 8. SUMMARY

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 may exercise their right to pursue alternatives for housing the Court Data Center without consent or approval by the County.

SECTION 9. 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

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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 10. 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. This Agreement may be cancelled without penalty or further obligation pursuant to A.R.S. § 38-511.

SECTION 11. 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.

SECTION 12. 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 13. SELF INSURED

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

SECTION 14. 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 15. 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

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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 16. 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 17. 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 18. TERM

This Agreement shall commence upon execution by all parties in or about March, 2010, and shall terminate two 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 19. CONFLICT OF INTEREST

This contract 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 20. 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 IGA, nor affect any ownership of property pursuant to this IGA.

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SECTION 21. 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 22. 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 23. 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 24. NOTICE

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
115 N. Church
Tucson, Arizona 85701

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IN WITNESS THEROF, all parties have affixed their signatures to this agreement on the date written below.

ARIZONA SUPERIOR COURT IN PIMA COUNTY:

Jan E. Kearney, Presiding Judge

2/24/10
Date

PIMA COUNTY CONSOLIDATED JUSTICE COURT (Reviewed and Approved as to Content):

Maria L. Felix, Presiding Judge

2/24/10
Date

PIMA COUNTY:

Chair, Board of Supervisors

MAR 16 2010
Date

ATTEST:

Lori Godoshian, Clerk of Board

MAR 16 2010
Date

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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:

Deputy County Attorney — Date: 2/24/10

ATTORNEY GENERAL OF ARIZONA

Assistant Attorney General — Date: 2/24/2010

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Attachment A

Superior Court Equipment as of February 9th, 2010

- Superior Court will be relocating approximately 40 servers.
- Superior Court servers are housed in 4 19" racks.
- Superior Court currently has a total of 6 racks. For growth, the space must be adequate to accommodate all of these racks.
- Each server for Superior Court has dual power supplies.
- Superior Court will be installing 2 48-port Cisco 2948G switches.
- All servers will be connected to Superior Court switches and routed through our router

Justice Court Equipment as of February 9th, 2010

- 12 servers
- 2-42U racks
- 10 of the servers have dual power supplies
- 6 Switched Rack Mount PDUs
- Cisco 4503
- Cisco ASA 5520 FW
- Barracuda 310 web filter
- 1 Quantum I40 LTO4 tape library
- 1 external SDLT tape drives
- 1 IP KVM
- 1 Rack Mount KMM
- Storage Area Network (SAN) to be installed in near future
- Additional servers to be installed, date TBD.

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