

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Strategic Business Technology

BOARD AGENDA #: *B-6

AGENDA DATE: August 23, 2016

SUBJECT:

Approval to Enter into an Agreement with San Joaquin County to Relocate San Joaquin County's Existing Business Continuity and Disaster Recovery Data Center Equipment to the Stanislaus County Data Center

BOARD ACTION AS FOLLOWS:

No.

2016-435

On motion of Supervisor Withrow, Seconded by Supervisor Chiesa
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

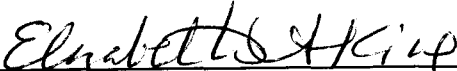
2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

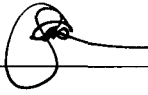
**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Strategic Business Technology
Urgent Routine

BOARD AGENDA #: *B-6

AGENDA DATE: August 23, 2016

CEO CONCURRENCE: _____



4/5 Vote Required: Yes No

SUBJECT:

Approval to Enter into an Agreement with San Joaquin County to Relocate San Joaquin County's Existing Business Continuity and Disaster Recovery Data Center Equipment to the Stanislaus County Data Center

STAFF RECOMMENDATIONS:

1. Approve the five year agreement with San Joaquin County to relocate their existing business continuity and disaster recovery data center equipment to the Stanislaus County data center.
2. Authorize the Chairman of the Board of Supervisors to sign the agreement with San Joaquin County.

DISCUSSION:

In 2015, the former Director of Stanislaus County Strategic Business Technology (SBT) attended the California County Information Systems Directors Association (CCISDA) regional meeting. During the round table discussions, she shared information regarding some of the County's information technology strategies and the new state-of-the-art data center. From that event, conversations between San Joaquin County's Information Systems Division and SBT began to discuss potential opportunity to use the County's new data center for San Joaquin County's existing business continuity and disaster recovery data center equipment. San Joaquin County staff indicated that their existing business continuity and disaster recovery data center was too close in proximity to their primary data center. Therefore, in the event of a disaster, it would be likely that both of their data centers would be impacted.

SBT considered Stanislaus County's five-year technology needs with regards to equipment and space at the new Stanislaus County data center. It was determined that there would be more than adequate space for Stanislaus County's equipment even with the presence of San Joaquin County's business continuity and disaster recovery equipment. Therefore SBT, in partnership with San Joaquin County's Information Systems Division, formulated an agreement (Exhibit A) that will provide San Joaquin County's Information Systems Division access to restricted space in the Stanislaus County data center in Modesto, California. San Joaquin County would receive the benefits of being in a state-of-the-art data center located in a secure public safety facility which has the geographic separation desired for a disaster recovery site. The initial term of the agreement will be for five years and San Joaquin County will have the option to extend annually in writing after the initial term. Stanislaus County does have the option to terminate the agreement at any time with 180 days of notice should it require the allocated space to meet technology needs.

Approval to Enter into an Agreement with San Joaquin County to Relocate San Joaquin County's Existing Business Continuity and Disaster Recovery Data Center Equipment to the Stanislaus County Data Center

SBT will provide up to three server racks for San Joaquin County equipment to be housed in the Stanislaus County data center. The server racks will remain the property of Stanislaus County. Stanislaus County will also provide 240 volt power and power cables to ensure all server rack installations are consistent with the Stanislaus County data center standards. Stanislaus County will maintain the facility's heating ventilation and air conditioning units, other environment controls, fire suppression system, backup generator, uninterruptable power supply system, and strong security to ensure no unauthorized access to the data center and its equipment. San Joaquin County will pay the County \$9,500 annually for five years for a total of \$47,500, which will offset the cost of the three new server racks and maintenance of the facility.

San Joaquin County will pay for, at its sole expense, any one-time installation and monthly recurring costs for the primary and redundant data connection at the facility's main point of entry. San Joaquin County will pay for, at its sole expense, software licenses, software maintenance and support contracts, equipment maintenance and support contracts, and cabling, materials, and/or services needed to install the equipment in the Stanislaus County data center.

Staff recommends entering into this agreement and partnering with San Joaquin County Information Systems Division.

POLICY ISSUE:

The Board of Supervisors must approve all agreements with other governmental agencies and therefore must approve this agreement and cooperative relationship with San Joaquin County.

FISCAL IMPACT:

Approval of this agreement will provide revenue to Stanislaus County SBT in the amount of \$9,500 annually for five years for a total of \$47,500. This revenue will offset the cost of the three new server racks and maintenance of the facility.

Cost of recommended action:		\$ 47,500
Source(s) of Funding:		
San Joaquin County	47,500	
Funding Total:		\$ 47,500
Net Cost to County General Fund		\$ -
Fiscal Year:	2016-2017 through 2020-2021	
Budget Adjustment/Appropriations needed:	No	
Fund Balance as of July 1, 2016	3,015,510	

Approval to Enter into an Agreement with San Joaquin County to Relocate San Joaquin County's Existing Business Continuity and Disaster Recovery Data Center Equipment to the Stanislaus County Data Center

BOARD OF SUPERVISORS' PRIORITY:

Approval of this action is in support of the Board's priorities of Effective Partnerships and Efficient Delivery of Public Services.

STAFFING IMPACT:

The installation of equipment and agreement administration will be accomplished using existing department staff.

CONTACT PERSON:

Paul Gibson, Director of Strategic Business Technology – (209) 525-4357

ATTACHMENT(S):

Exhibit A – Agreement for San Joaquin County Business Continuity and Disaster Recovery between San Joaquin County and Stanislaus County

Exhibit A

**AGREEMENT
FOR SAN JOAQUIN COUNTY BUSINESS CONTINUITY AND DISASTER RECOVERY
BETWEEN SAN JOAQUIN COUNTY AND STANISLAUS COUNTY**

A-16-362
10/11/16

THIS AGREEMENT is made and entered into by County of San Joaquin, a political subdivision of the State of California, hereinafter "SAN JOAQUIN" and Stanislaus County, a political subdivision of the State of California, hereinafter "STANISLAUS COUNTY," and shall become effective on November 1, 2016.

RECITALS

WHEREAS, SAN JOAQUIN and STANISLAUS COUNTY are committed to improving government services through the effective use of technology;

WHEREAS, SAN JOAQUIN and STANISLAUS COUNTY seek regional partnerships that will enhance and expand electronic services to the public;

WHEREAS, SAN JOAQUIN desires to have a Business Continuity and Disaster Recovery site in a location outside of SAN JOAQUIN's jurisdiction to house its electronic equipment ("Equipment");

WHEREAS, the threat of weather-related incidents, earthquakes, natural and manmade disasters, terrorism, vandalism, and other unpredictable occurrences, require that SAN JOAQUIN retain a fully functional facility outside its jurisdiction;

WHEREAS, STANISLAUS COUNTY has a fully functional Business Continuity and Disaster Recovery site ("Data Center") with adequate capacity to allow SAN JOAQUIN to utilize its site;

WHEREAS, the geographical location of the Data Center provides positive features, which include being strategically located outside the major inundation plane for flooding, it has a separate and different power provider that include uninterruptible power supplies and backup generator, a fire suppression system, and it is in a secure public safety facility that is staffed year round; and

WHEREAS, this Agreement intends to develop an effective partnership between counties to provide an efficient delivery of public services.

NOW THEREFORE, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. The Term of this Agreement shall become effective November 1, 2016, and shall continue in force and effect for a minimum of five (5) years (the "Initial Term"). The term of this Agreement shall automatically renew for an additional one-year term at the end of the Initial Term and at the end of each one-year extension unless and until either party delivers written notice of cancelation to the other party at least 30 days

prior to the expiration of the term. At any time and for any reason, either party may terminate this Agreement upon 180-day prior written notice to the other.

2. SAN JOAQUIN shall pay STANISLAUS COUNTY an annual fee of \$9,500 over the course of the Term of this Agreement. SAN JOAQUIN will be invoiced at the beginning of each contract year. Total payment amount over the initial five (5) year term is \$47,500. Should this Agreement be terminated prior to the end of any Term, the remaining balance of any payment shall be refunded to SAN JOAQUIN on a pro-rata basis.
3. STANISLAUS COUNTY shall provide space on up to three (3) of its server racks for SAN JOAQUIN's Equipment to be housed in the Data Center. SAN JOAQUIN shall install its Equipment as may be necessary and convenient for its operation. The Equipment shall remain under the ownership of and the personal property of SAN JOAQUIN. The Equipment may be removed at any time during the Term or within a reasonable time thereafter. SAN JOAQUIN shall not cause damage to the Data Center or surrounding area. SAN JOAQUIN shall reimburse STANISLAUS COUNTY for any such damage at its own expense.
4. SAN JOAQUIN understands and agrees that access to the Data Center will be escorted only. SAN JOAQUIN will need to coordinate visits with STANISLAUS COUNTY staff to gain access to the Data Center.
5. STANISLAUS COUNTY shall assist SAN JOAQUIN staff where needed with labeling of WAN link cables where they terminate in the Data Center and the main point of entry ("MPOE").
6. STANISLAUS COUNTY shall provide 240V power and power cables to ensure all server rack installations are consistent with the Data Center standards.
7. STANISLAUS COUNTY shall maintain the facilities heating ventilation and air conditioning unit(s) and other environmental controls to ensure the SBT Data Center maintains the proper temperature and humidity suitable for a data center.
8. STANISLAUS COUNTY shall maintain the facilities backup generator and uninterruptable power supply to ensure the Data Center has adequate power.
9. STANISLAUS COUNTY shall maintain the facilities fire suppression system to ensure proper functionality in the event of fire.
10. STANISLAUS COUNTY shall maintain the facilities in a manner to ensure strong security and no unauthorized access to the Data Center.
11. STANISLAUS COUNTY staff shall monitor and act with reasonable care to protect Equipment and immediately communicate with SAN JOAQUIN staff should they become aware of any situation within the Data Center or surrounding area that may threaten the SAN JOAQUIN server rack at the Data Center. STANISLAUS COUNTY

shall not remove, relocate or alter Equipment in any manner without the express consent of SAN JOAQUIN.

12. SAN JOAQUIN shall provide and pay for, at its sole expense, any one-time installation and monthly recurring costs for a data connection to the facility's MPOE for its private cloud.
13. If redundant data connectivity is desired, SAN JOAQUIN shall provide and pay for, at its sole expense, for any one-time installation and monthly recurring costs for that redundant data connection to the facility's MPOE.
14. SAN JOAQUIN shall provide and pay for, at its sole expense, the materials and services needed to extend a fiber connection from the facilities MPOE into the Data Center.
15. SAN JOAQUIN shall provide and pay for, at its sole expense, all software licenses, software maintenance and support contracts, equipment, equipment maintenance and support contracts, and cabling necessary to install its equipment in the Data Center.
16. SAN JOAQUIN shall be responsible for the maintenance and support of Equipment.
17. Each party to this Agreement shall compensate their own employees providing workers compensation coverage for its employees. In the event of injury of an employee while working at the Data Center, all costs and expenses arising from workers compensation claims and administration shall be borne the employee's agency.
18. To the fullest extent permitted by law, SAN JOAQUIN waives all claims against STANISLAUS arising out of loss, damage, or destruction of any property, including resulting loss of use, economic losses, or consequential damages of any kind, from any cause, except for such loss or damage arising from the sole negligence or willful misconduct of STANISLAUS.
19. SAN JOAQUIN agrees to follow the Data Center policies and procedures as defined in the Data Center Policies and Procedures document attached (Attachment A).
20. SAN JOAQUIN agrees that only authorized staff shall be provided access to the Data Center.
21. Each of the parties hereto shall be solely liable for the negligent and wrongful acts or omissions of its representatives and employees occurring in the performance of this Agreement, and shall pay for such damages without contribution by the other party.
22. Each party hereto agrees to indemnify, defend and hold harmless the other party, its officers, directors, officials, agents, employees, and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with actions by the party's sole negligence or wrongful acts or omissions.

23. SAN JOAQUIN shall not hold STANISLAUS COUNTY responsible for disruptions in service due to circumstances beyond its control.
24. Without limiting the Parties indemnification obligations under this Agreement, the Parties shall provide and maintain, during the Term and for such other period as may be required herein, at their sole expense, insurance in the amounts and form specified in Exhibit "B," attached hereto. The obligations of Parties hereunder to indemnify defend and hold each other harmless shall not apply to the extent that insurance carried by either Party, other than any program of self-insurance, covers any claim for damages.
25. This Agreement contains the entire Agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties, not embodied herein, or incorporated herein by reference shall be of any force or effect.
26. Should any part, term or provision of this Agreement be decided by a court or competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provision hereof shall not be effected thereby.
27. The Agreement may not be modified, amended, changed, added to, or subtracted from without mutual written consent of the parties.
28. Upon termination of this Agreement, SAN JOAQUIN shall remove its equipment under the supervision and assistance of STANISLAUS COUNTY staff. Each party agrees to retain the equipment that was purchased and is owned by its party.
29. Notices desired or required to be given by this Agreement or by any law now in effect, or later enacted, may be given by enclosing the Notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope, with postage prepaid, in United State mail. The envelope containing the Notice shall be addressed to STANISLAUS as follows:

Stanislaus County
Director, Strategic Business Technology Department
801 11th Street, 4th Floor
Modesto, California, 95354

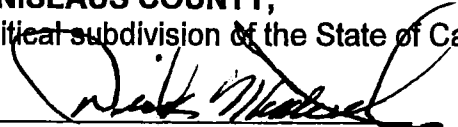
Notices to SAN JOAQUIN shall be addressed as follows:

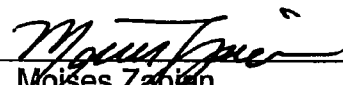
San Joaquin County
Director, Information Systems Division
44 N. San Joaquin Street, Suite 455
Stockton, CA 95202”

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

STANISLAUS COUNTY,
a political subdivision of the State of California

COUNTY OF SAN JOAQUIN,
a political subdivision of the State of California

By: 
Dick Monteith
Chair, Board of Supervisors 8/23/2016

By: 
Moises Zaplan
Chair, Board of Supervisors

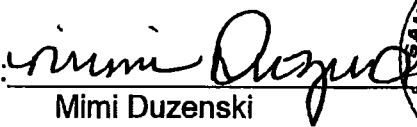

"STANISLAUS"

"SAN JOAQUIN"

ATTEST:
ELIZABETH KING,
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California

ATTEST:
MIMI DUZENSKI,
Clerk of the Board of Supervisors of the
County of San Joaquin, State of California

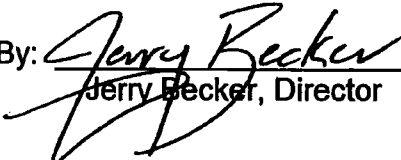
By: 
Elizabeth King 8/23/2016

By: 
Mimi Duzenski 

RECOMMENDED FOR APPROVAL:
Strategic Business Technology Dept.

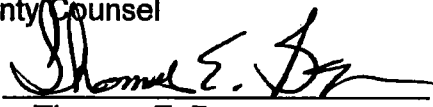
RECOMMENDED FOR APPROVAL:
Information Systems Division

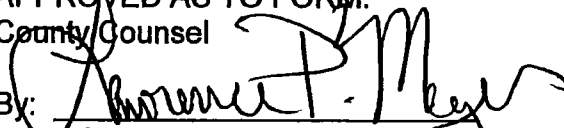
By: 
Paul Gibson, Director

By: 
Jerry Becker, Director

APPROVED AS TO FORM:
County Counsel

APPROVED AS TO FORM:
County Counsel

By: 
Thomas E. Boze
Assistant County Counsel

By: 
Lawrence P. Meyers
Deputy County Counsel