Colocation and VM Backup Services MOU
Between
Alameda County Office of Education, and
San Leandro Unified School District

This agreement is entered into this October_____, 2014, by and between the Alameda County Office of Education, hereinafter called "AcoeNet", and the San Leandro Unified School District, hereinafter called "SLUSD."

WITNESSETH:

WHEREAS, IT, by agreement with AcoeNet to provide colocation and VM backup services for SLUSD.

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

Services to be provided by AcoeNet

1. AcoeNet will provide colocation and VM backup services for SLUSD. These services include the following:

    - 10U of rack space in the AcoeNet datacenter with a 1 gig unregulated port for $175 a month.
    - A minimum of 8 TB to be used for a rotational 30 days of backup at $1.80 a year per Gig of storage. AcoeNet will provide additional storage at $1.80 a year as needed.
    - 3 days of configuration, testing and implementation of DR system at $85 an hour.
    - Will provide daily email updates of backup job status for that day.
    - Will provide datacenter video surveillance.
    - Environmental controlled facility.
    - Online usage bandwidth charts.
    - UPS, Battery backup and Emergency Diesel Generator
    - Haylon Fire Suppression
    - 8x5 Free Re-boots
    - 8x5 Free Remote Hands On (Up to 15 minutes per incident)
    - IPv4 and IPv6 connectivity and address space available
    - 8x5 facility access, after-hours access is available with notice.

- Access for CALREN Tier 1 Network.

SLUSD will provide the following

1. A Veeam software license per server backed up.

2. Administrative authorization and access to the devices to allow for monitoring and support.

3. Network switch to connect to 1 Gbps regulated network interface.

4. Will keep AcoeNet informed of network/device changes, upgrades and scheduled inside and outside maintenance activities through immediate communication through AcoeNet's email and/or service contact telephone number immediately.

5. SLUSD will provide a tiered contact list for access, problem escalation and troubleshooting.

AcoeNet Services Fee and Payment

AcoeNet shall invoice SLUSD based on a rate of $175 a month for Rackspace, $1.80 per year per Gigabyte. Any additional support services will be billed at $85 an hour upon an as needed basis. The estimated cost based on current estimates is $17,150. If additional storage is required a $1.80 per gig per year will be assessed. This fee will be invoiced every 6 months.

If AcoeNet does not meet the terms of service, SLUSD maintains the right to terminate the contract with just cause. In this case AcoeNet will be required to refund SLUSD the remainder of the contract within 60 days of the terminated contract.

Duration of Agreement

This Agreement shall commence October ___, 2014 and shall continuously renew for each fiscal year beginning July 1 and ending June 30 unless terminated as set forth below.

Termination Conditions

This Agreement may be terminated by either party with Forty Five (45) days written notice prior to June 30th of the fiscal year. In event of termination, service fees associated with closure of this agreement and settlement for any outstanding service fees will be made promptly thereafter.

Force Majeure

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify SLUSD, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

Hold Harmless

SLUSD agrees to indemnify, defend, and hold harmless the Alameda County Office Education, it's governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of SLUSD's negligent acts, errors, omissions, or performance of the work to be performed under the terms of the contract if awarded. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Alameda County Office of Education

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Jonathan Allen, Executive Director, Information Technology Date

San Leandro Unified School District

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Ryan Choate, Chief Technology Officer Date