Colocation and VM Backup Services MOU Between

Alameda County Office of Education

And

San Leandro Unified School District

This agreement is entered into this May _____, 2016, by and between the Alameda County Office of Education, hereinafter called "ACOENet", and the San Leandro Unified School District, hereinafter called "SLUSD."

WITNESSETH:

WHEREAS, 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:

ACOENet shall provide colocation and VM backup services for SLUSD. These services include the following:

1. 1OU of rack space in the ACOENet datacenter with a 1 gig unregulated port for $175 a month
2. 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. 3 days of configuration, testing and implementation of DR system at $85 an hour
4. Will provide daily email updates of backup job status for that day
5. Will provide datacenter video surveillance
6. Environmental controlled facility
7. Online usage bandwidth charts
8. UPS, Battery backup and Emergency Diesel Generator
9. Haylon Fire Suppression
10. 8x5 Free Re-boots
11. 8x5 Free Remote Hands On (Up to 15 minutes per incident)
12. 1Pv4 and 1Pv6 connectivity and address space available
13. 8x5 facility access, after-hours access is available with notice Access for CALREN Tier 1 Network.

SLUSD shall 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 rack space, $1.80 per gigabyte per year for additional storage. Any additional support services shall be billed at $85 per hour on as needed basis. The estimated cost based on current estimates is $16,500. 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 as outlined, 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 July 1, 2016 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 of Education, it's governing body, officers, employees, and insurance carriers, individually and collectively, form all losses, claims, suits, demands, expenses, subrogation, attorney's 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

_____

Gary Jones, Associate Superintendent Date

San Leandro Unified School District

_____

Manuel Ruiz, Chief Technology Officer Date

Service Matrix

Schedule of Services

Organization: San Leandro Unified School District

Item	Amount	Description	Sign Up for Service (Y/N)	Product Count	Annual Cost
VM Hosting	1 CPU	1 GB RAM, up to 40 GB Disk Storage	N		$720.00
	2 CPUs	2 GB RAM, up to 80 GB Disk Storage	N		$1,080.00
	4 CPUs	4 GB RAM, up to 200 GB Disk Storage	N		$1,200.00
Additional Storage	8 TB	Additional Storage (cost $1.80/GB per year)	Y	8,000	$14,400.00
VM Maintenance		8x5 VM Server Support	N		$600.00
Rack Colocation		10U rack space with a 1 GB unregulated port	Y	1	$2,100.00
Other Services		Veeam License ($350/socket)	N		$350.00
		Backup Line (10 Mbps)*	N		$2,550.00
TOTAL COST					**$16,500.00**

Initials: _____ SLUSD _____ ACOENet

ACOE Net

VM and Colocation Services

Annual Pricing for 2016 - 2017

VM Hosting Services

Processor Capacity	Memory	Disk Storage	Base Cost Month	Base Cost Year
1 CPU	1 GB RAM	up to 40 GB	$60.00/mo	$720/Yr
2 CPUs	2 GB RAM	up to 80 GB	$90.00/mo	$1080/Yr
4 CPUs	4 GB RAM	up to 200 GB	$100.00/mo	$1200/Yr

Additional storage is $1.80/GB per year.

VM Maintenance

Maintenance cost is $600 per year, per server for 8x5 server support.

Service includes:
- Define/Design/Provision the VM
- Install Operating System and any OS related options or services (licensing not included)
- Maintain current security patch levels
- Configure and maintain TSM backups (nightly unless otherwise agreed to with VM Owner)
- Monitor health of systems.
- Provide responses to production level issues during defined support hours (8x5)
- Provide 8x5 responses to test/development issues, upgrades, and/or configuration changes
- Document all server OS related changes.
- Procure and install SSL certificates (fund code required to cover the additional charge of any certs)
- Maintain strong working relationship with the Service/Application prime

Rack Colocation

We are offering a 10U with a 1 gig unregulated port for $175 a month. This is a 8x5 facility, after hours access is available with notice.

Service includes:
- Video surveillance, inside the NOC
- UPS, Battery backup and Emergency Diesel Generator
- Environmentally controlled facility
- CALREN Tier 1 Network
- Online usage bandwidth charts (Solarwinds)
- 8x5 Free Re-boots
- 8x5 Free Remote Hands (Up to 15 min per incident)
- IPv4 Connectivity and Address Space Available

Other Services

Veeam Licenses for Disaster Recovery Services: $350/socket
Network Services / Consulting: $85/hr
Desktop Support / Help Desk: $46/hr