

**MEMORANDUM OF AGREEMENT
BETWEEN THE
NEW MEXICO DEPARTMENT OF INFORMATION TECHNOLOGY
AND SANTA FE COUNTY
FOR EQUIPMENT HOSTING**

This Memorandum of Agreement is entered into on this 2nd day of May, 2016, by and between Santa Fe County (hereinafter referred to as the "County"), a New Mexico political subdivision and the State of New Mexico Department of Information Technology (hereinafter "DoIT"), a governmental department of the State of New Mexico.

RECITALS

WHEREAS, the County has an IT disaster recovery plan for more commonly occurring disasters such as power failures, disk crashes, accidental or malicious deletion of data; and

WHEREAS, the County does not have an IT disaster recovery plan for extreme disasters such as the destruction of the County's data center. Preparation for this type of extreme disaster is typically in the form of the establishment of a redundant site, "cold site" or "hot site"; and

WHEREAS, in an effort to reduce the County's Recovery Time Objective ("RTO") in the event of an extreme disaster such as the destruction of the County's data center, the County desires to establish a secondary data center at the State of New Mexico's Department of Information Technology's ("DoIT") Datacenter located at the John Simms Data Center in Santa Fe, NM; and

WHEREAS, the DoIT has offered to assist the County in establishing a secondary data center by proposing to host County IT equipment and servers in the John Simms Data Center in Santa Fe and by this Agreement, the County accepts the DoIT's proposal on the terms and conditions stated in this Agreement; and

WHEREAS, the DoIT's hosting of County IT equipment and servers for an annual cost is exempt from the Procurement Code according to NMSA 1978, Section 13-1-98.

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

1. Duties of the Parties

A. The DoIT shall:

- 1) Host the County's IT equipment and County servers at the John Simms Data Center, Santa Fe, NM; provide physical security for the County IT equipment and servers including allowing access only to County employees designated and authorized by the Santa Fe County IT Division Director; provide authorized County IT employees with a badge to permit access to the Simms Data Center; provide for the

fingerprinting of authorized County IT employees; maintain records of the most recent 5000 events pertaining to the activity of the DoIT equipment hosting for the County and make such records available within 24 hours of a request from the County IT Division Director.

- 2) Upon request from the County IT Division Director, assist with any audit carried out on the County procedures under this Agreement.
- 3) Ensure that a recording camera records all activity 24 hours per day, 7 days a week, 365 days per year that occurs around the location where the County equipment is located; log and photograph all equipment that leaves the location where County equipment is located and the individual(s) leaving with any County material.
- 4) Provide a minimum of 6 sq. ft. of floor space to host the County equipment and servers and such space will comply with all City, state and federal safety requirements. DoIT will also hold and make available for the County the adjacent 6 sq. ft. floor space for potential growth at no additional cost to the County.
- 5) Maintain a maximum cooling temperature of 75 degrees for the County's equipment and servers. The temperature will be monitored 24 hours a day, 7 days a week by rounds performed by DoIT security staff.
- 6) Provide adequate and "clean" electrical power 24 hours per day, 7 days a week, 365 days at two locations. Electrical power will be delivered without surges or spikes.
- 7) Electrical power will be backed up by an uninterruptible power supply ("UPS") and generator support. DoIT will maintain all power distribution and backup systems in conformity with manufacturer's specifications. Standard power configuration shall be 30 amp circuits (primary/backup) delivered on two L6-30 male plugs. Other configurations for power are available and may be installed for an additional fee.
- 8) Monitor power if the County provides a smart PDU.
- 8) Provide the County will access to a loading dock for the unloading and loading of County equipment. The County may ship equipment and parts directly to the John Simms Data Center.

B. The County shall:

- 1) Deliver its IT equipment and servers to the Simms Data Center.
- 2) Provide rack and power delivery units ("PDUs") for the hosted equipment. The County may use any standard rack configuration such as HP or Dell 38" X 24" cabinet. The DoIT recommends IP/SNMP compliant PDUs.

3) Coordinate with DoIT for any upgrades to the application or change in management activities.

4) Report any trouble or issues to the DoIT Enterprise Support Desk via telephone or e-mail to (505) 827-2121 or EnterpriseSupportDesk@state.nm.us

C. Additional Services

1) The parties agree that all tasks set forth above shall be completed in full to the satisfaction of the County, for the amount set forth in Section 2 (Compensation) of this Agreement, and for no other cost, amount, fee, or expense.

2) The County may from time-to-time request changes in the equipment hosting services to be performed hereunder. Such changes, including any increase or decrease in the amount of the compensation, which are mutually agreed upon by and between the County and the DoIT, shall be incorporated in a written amendment to this Agreement.

3) The County has the option to secure adjacent space for planned expansion for installation and hosting of additional equipment or servers as provided in Section 1.A.4 above. If another customer requests the adjacent space, the County shall have a right of first refusal to give up the adjacent space to another customer.

2. **COMPENSATION BY COUNTY TO DoIT; NOT TO EXCEED AMOUNT**

A. The compensation to be paid by the County to DoIT for equipment hosting for the term of this Agreement shall be a not-to-exceed sum of Thirty Two Thousand Two Hundred Fifty Six Dollars (\$32,256.00), exclusive of NM gross receipts tax, for a term of one (1) year (\$2,688.00 per month). The County has the option to extend the term of this Agreement in one-year increments for a total term not to exceed four (4) years.

The compensation to be paid to DoIT is based on the following monthly and annual pricing:

Services	Units	Rate per RU	Monthly cost	Annual cost
Data Center – Rack Unit Fee	84	\$32.00	\$2,688.00	\$32,256.00
Electrical Power – up to 5kW delivered on L6-30			Included	
Cooling – up to 17K BTUs @ 75 degrees			Included	
Connectivity – 1 gig to Core network with two shared ISP (400 gig to TW 100 gig to Century Link)			Included	

Caveats/Disclaimer – Security (Firewall) is not included				
Basic cabling standards are enforced by DoIT Network Service Bureau				
TOTAL			\$2,688.00	\$32,256.00

B. DoIT shall submit an invoice to the County on or about the 10th day of each month commencing the month following the County's delivery and installation of the County IT equipment and servers in the John Simms Data Center. County shall remit payment to DoIT within 30 days from the date the County receives the invoice.

3. TERM

This Agreement, shall become effective upon the date of last signature by the parties hereto (the Effective Date) and shall terminate one (1) year later, unless earlier terminated pursuant to Section 4 (Termination) or 9 (Appropriations) of this Agreement. In no event shall the Term of this Agreement exceed a term of four (4) years in total. The County has the option to extend the Term of this Agreement in one-year increments by providing 30 days written notice to the DoIT.

4. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason and without penalty by giving the DoIT written notice of termination. The notice shall specify the effective date of termination, which shall not be less than thirty (30) days from the DoIT's receipt of the notice. The County shall pay the DoIT for acceptable hosting services, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any hosting services performed after the effective date of termination. Upon termination for convenience by the County, the County shall promptly remove any equipment or servers hosted by DoIT no later than the effective date of the termination, unless otherwise agreed to by the parties.

DoIT understands that in the event the County is not satisfied with the level of service it is receiving from DoIT, the County the option to remove its equipment from the State of New Mexico, DoIT Data Center without penalty.

5. NO THIRD PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons or party not a party to this agreement.

6. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omission in connection with this Agreement. Any liability incurred in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA, § 41-4-1 et seq., as amended. No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by either party or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

7. AMENDMENT

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The DoIT specifically acknowledges and agrees that the County shall not be responsible for any changes to any provision of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

8. APPLICABLE LAW; VENUE

This Agreement shall be construed in accordance with the laws of the State of New Mexico. DoIT and the County agree that the exclusive forum for any litigation between them arising out of or related to this agreement shall be the State District Court of New Mexico, First Judicial District, located in Santa Fe, NM.

9. APPROPRIATIONS

This agreement is contingent upon sufficient appropriations and authorizations being made by the Santa Fe County Board of County Commissioners and if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years this agreement shall terminate upon written notice by the County to DoIT. Such termination shall be without penalty to the County, and the County shall have no duty to refund DoIT for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as funds are programmed, budgeted,

encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorization have been made for the fulfillment of this agreement shall be final and not subject to challenge by DoIT.

10. INTEGRATION CLAUSE

This agreement incorporates all the covenants and understanding between the parties hereto concerning the subject matter hereof, and all such covenants and understandings have been merged into this agreement. No prior covenants or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

11. FACSIMILE OR SCANNED ORIGINAL SIGNATURES

The parties hereto agree that a facsimile or scanned original signature has the same force and effect as an original hard copy for all purposes.

12. INVALID TERM OR CONDITION

If any term or condition of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected and shall continue to be valid and enforceable.

13. NOTICES

Any notice required by this agreement shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three days after deposited, postage fully prepaid, registered or certified, in any official receptacle of the U.S. Postal Service.

DoIT: John Padilla
Deputy Director
Department of Information Technology
PO Box 22550
Santa Fe NM 87503

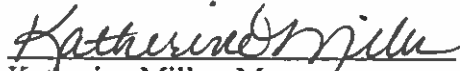
County: Katherine Miller
Santa Fe County Manager
102 Grant Avenue
Santa Fe, NM 87504

14. SURVIVAL

The provisions of the following paragraphs shall survive termination of this agreement
LIABILITY and SURVIVAL.

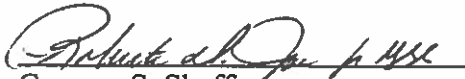
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date written above.

SANTA FE COUNTY


Katherine Miller, Manager
Santa Fe County


Date: 5.2.2016

Approved as to form:


Gregory S. Shaffer
Santa Fe County Attorney


Date: 5-1-16

Finance Department



Carole H. Jaramila
Finance Director

Date: 2/3/16

STATE OF NEW MEXICO, DoIT


Darryl M. Ackley, Cabinet Secretary
Department of Information Technology

Date: 1 MAR 2016


John Padilla, Deputy Director
Department of Information Technology

Date: 2/29/16


Mariana Sanchez
General Counsel
Department of Information Technology

Date: March 1 2016

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New Mexico
Department of Information
Technology

Department of Information Technology

Service Cost Proposal # 1001234

**Santa Fe County
Equipment Hosting Solution**

September 2, 2015

Service Request Summary

Santa Fe County is requesting a proposal for the hosting of IT equipment that will occupy two full racks in the Simms Data Center. DoIT is currently the State of New Mexico Enterprise IT service provider.

Proposed Solution

The Department of Information Technology (DoIT) is offering to host the equipment at the John Simms Enterprise Data Center at 715 Alta Vista Santa Fe, New Mexico. DoIT maintains staff and facilities that can host servers for Santa Fe County.

Implementation

DoIT Responsibilities

- **DoIT will provide physical security**
 - DoIT will provide access to all designated Santa Fe County employees certified by the Santa Fe County division director. Access to the building will require issuing a badge. Access to the data center will require fingerprinting.
 - A record of the recent access activity is available to the division director within twenty four hours. Records are limited to the last 5000 events.
 - DoIT will assist any audit carried out on Santa Fe County procedures as directed by the division director.
 - Forensic data is available in the form of video evidence. A camera view will be aimed at Santa Fe County assets 24x7x365.
 - The Santa Fe County will have access to a loading dock and may ship parts directly to the Simms building care of the Data Center Manager.
 - DoIT will log and photograph all equipment that leaves the premise and the individual leaving with the material.

DoIT will provide Floor Space

- DoIT will provide the standard 6 sq. ft. of floors space and the appropriate floor space to be compliant with all city, state and federal safety requirements.
- DoIT will also hold the adjacent 6 sq. ft. of floor space for potential growth at no additional cost.

DoIT will provide cooling for IT equipment

- A maximum temperature of 75 degrees will be presented to the servers. The temperature will be monitored 24x7 by a rounds performed by the security staff.

DoIT will provide Electrical Power

- DoIT will provide adequate and “clean” electrical power to two locations. Power will be delivered with no surges or spikes and maintained 24x7x365.
- Power will be backed up by both UPS and Generator support. DoIT will maintain all power distribution and backup systems up the manufacturer’s specifications.
- Pricing will refer to a “standard power configuration. The standard offering for the Enterprise Data Center is two 30 amp circuits (primary/backup), delivered on two L6-30 male plugs. Other configurations for power may be installed however, this may result in additional fees.

Santa Fe County Responsibilities

- The Santa Fe County will provide rack and PDUs for the hosted equipment. The Santa Fe County may use any standard rack configuration such as a HP or Dell 38 inch by 24 inch x 84 inch cabinet. In the event that the County chooses to occupy more than the standard 6 sq. ft. of floors space then re-occurring cost will increase. For example if an oversize rack occupies 9 sq. ft. or 1.5 times the footprint then the monthly charge would be 1.5 times the norm.
- PDU price will not be included in this proposal. DoIT recommends IP/SNMP compliant PDUs. DoIT will monitor power if a smart PDU is provided.
- The County will report any trouble to the DoIT Enterprise Support Desk via phone call or e-mail to 505-827-2121 or EnterpriseSupportDesk@state.nm.us
- The County will coordinate with DoIT for any upgrades to the application or change management activities

Pricing

ENTERPRISE SERVICES					
SERVICE DESCRIPTION		Units	Rate per RU	Monthly Cost	Annual cost
Data Center -Rack Unit Fee		84	\$32.00	\$2,688	\$32,256.00
Electrical Power- up to 5kW delivered on L6-30				Included	
Cooling- up to 17K BTUs at 75 deg.				Included	
Connectivity-1 gig to Core network with two shared ISP (400 gig to TW 100 gig to Century Link)				Included	
Caveats/Disclaimer- Security (Firewall) is not included					
Basic cabling standards are enforced by DoIT Network Service Bureau					
Total monthly/annual cost				\$2,688	\$32,256.00


Caveats and Features

Santa Fe County has the option of designating adjacent space for planned expansion. There is no charge for this until another customer asks for the same floor space. At the time another agency asks for that space, the County must exercise its right of refusal.

DoIT understands that in the event Santa Fe County is not satisfied with the level of service it is receiving from DoIT, they have the option to remove their equipment from the State of New Mexico, Department of Information Technology's Data Center without penalty.

Proposal Acceptance

Santa Fe County accepts this proposal for the services described, at the pricing listed above, and per any of the terms and conditions and roles or responsibilities as included in this proposal document.


 Katherine Miller
 County Manager
 Santa Fe County


5.2.2016
 Date


 John Padilla, Deputy Director
 Department of Information Technology

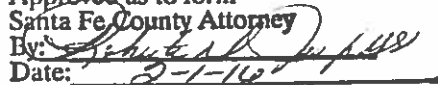
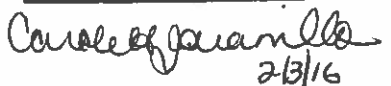
2/27/16
 Date

Customer Acceptance

The service request has been successfully provisioned per the client requirements. DoIT will commence billing for the services rendered from date of installation unless otherwise specified.


Katherine Miller
County Manager
Santa Fe County

5.2.2016
Date

Approved as to form
Santa Fe County Attorney
By: 
Date: 2-1-16

2/3/16

