

**Hayes Data Center Services
For Government & Education
CoLo Services Agreement**

This Agreement is made on this, the [REDACTED] day of [REDACTED], 2019, between Hayes e-Government Resources, Inc., a corporation organized and existing under the laws of the State of Florida, with its offices at 2551 Welaunee Blvd., Tallahassee, Florida 32308 (hereinafter referred to as "Hayes") and, [REDACTED], Florida (hereinafter "Participant").

SECTION A – GENERAL PROVISIONS

1. Term of Agreement/Renewal

This Agreement shall commence on the date above published and shall continue in effect until terminated in accordance with its terms.

- a. This Agreement may be amended only by the written agreement of the Parties.
- b. The term of the agreement shall be for 36 months from the date of agreement execution
- c. Upon mutual agreement, the Parties may renew the Contract any number of times. Each renewal must be in writing and signed by both parties.
- d. If a mutually agreed upon renewal has not been executed at the conclusion of the initial term, this contract will renew for six (6) months at the rates agreed upon during the Initial term in Attachment A. The contract will continue to renew for six (6) month periods until a renewal contract is agreed upon or notification of termination of the service is received in accordance with Section C and Section E of this agreement.

2. Limitations of Liability

- a. Hayes is not responsible for the communication of any state or federal contract changes, modifications or terminations to the Participant. Upon execution, this agreement represents a full and complete services agreement independent of any state or federal contract referenced.
 - b. Hayes and/or Participant is not responsible for events beyond its reasonable control.
 - c. Hayes is not responsible for any scheduling conflicts.
 - d. Hayes is not responsible for unexpected project delays and may not be held accountable for project completion due to Participants inability to fulfill Participant obligations. In the event services completion is delayed for more than 30 total project days due to failure of Participant to fulfill Participant obligations, outstanding services shall be invoiced as appropriate.
 - d. This Limitations of Liability section shall survive termination of this Agreement.
- Notwithstanding the foregoing, Hayes and Participant agree that by entering into this Agreement Participant does not waive any rights of sovereign immunity granted to Participant under the Constitution or the laws of the State of Florida.

3. Payment and Financial Administration

- a. To procure from the Professional Services Agreement, the Participant shall be invoiced for all services rendered upon completion of the services project or services milestone.
- b. Services to be delivered shall be outlined in a Statement of Work and agreed upon by signature by the authorized representative from both Hayes and the Participant.
- c. The Participant shall issue a Purchase Order reflecting the services described in the Statement of Work prior to any services being scheduled.

4. Custodian of Records

a. This agreement shall not abridge in anyway the Participant’s authority as custodian, pursuant to the Florida Statutes.

SECTION B - RESPONSIBILITIES

1. Hayes Responsibilities

- a. Hayes shall be responsible for the project management and professional services as described in the Statement of Work.
- b. Hayes shall make available to the Participant 24/7/365 access to the Hayes Help Desk.
- d. Hayes shall comply with all public records requirements for documents, papers, letters or other material made or received by Hayes in conjunction with this agreement.

2. Participant Responsibilities

- a. Participant shall make every effort to work with Hayes technical staff in coordinating technical requirements of the Statement of Work.
- b. Participant shall appoint a local point of contact, who shall be responsible for the security of all administrative and user passwords issued to users within the Participant’s jurisdiction and shall be the primary point of contact for communications between Hayes and the Participant.
- c. Participant shall make available the appropriate connectivity for remote access as well as physical access to properties, buildings, rooms, digital assets, human resources and any other requirements and/or resources deemed appropriate by Hayes to fulfill the requirements of the Statement of Work.

SECTION C - NOTICES

All notices shall be in writing and shall be considered effective three (3) days after mailing or upon proof of receipt of such notice and shall be directed to the parties of this Agreement as shown below:

Hayes

Jeff Chaffin
Director of Cloud Services
Hayes
2551 Welaunee Blvd.
Tallahassee, FL
850.297.0551 x164
jchaffin@hcs.net

PARTICIPANT

SECTION D - TERMINATION PROVISIONS

- a. At the option of either party, this Agreement may be terminated upon the other party’s material breach of any term, provision or condition of this Agreement, which breach is not cured following sixty (60) days written notice to party specifying the breach or if party has not, in good faith, instituted a cure within said sixty (60) day period of receipt of such written notice and continued diligently to effectuate a cure provided such cure can be reasonably accomplished within ninety (90) days of receipt of such notice.
- b. Any notice in connection with termination by either party shall be in accordance with Section C of this Agreement titled “Notices”.

SECTION E - ASSIGNMENT

No party hereto may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any such assignment of this Agreement without the permission of the other party shall be null and void.

SECTION F- AGREEMENT CONSTRUCTION

This Agreement shall be construed in accordance with the laws of the State of Florida, without reference to its choice of law provisions. In the event of any inconsistency between the terms of this Agreement and the terms set out in any Attachment hereto, the terms of this Agreement shall govern unless the Attachment specifically references the particular provision of this Agreement to be modified in the Attachment and expressly provides that it shall govern.

SECTION G - ILLEGAL PROVISIONS

If any provision of this Agreement shall be declared to be illegal, void, or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

SECTION H - ENTIRE AGREEMENT/GENERAL

No amendment, waiver, or alteration of this Agreement shall be effective unless signed by an authorized officer of each of the parties to this Agreement. Any oral agreement or representation shall not bind any party to this Agreement.

SECTION I - CONTRACT VENUE

The formation, interpretation, and performance of this Contract shall be governed by the laws of the State of Florida; exclusive venue for all litigation relative to the formation, interpretation, and performance of this Contract shall be Leon County, Florida.

IN WITNESS TO THEIR AGREEMENT TO ALL OF THE ABOVE AND FOREGOING, the parties hereto have herein below executed this Agreement effective the day and year first above written:

Hayes e-Government Resources, Inc.
Karen Hayes
President

City of Riviera Beach
Karen Hoskins
City Manger

Attest: _____

ATTACHMENT A

Hayes Data Center Services Agreement Pricing Schedule

Pursuant to the above Agreement, Participant shall reimburse Hayes for requirements of Agreement as follows:

SECTION 1 SERVICES FROM STATE OR FEDERAL CONTRACT

The Following Services shall be billed at the rate indicated.

Contract Number: 991-268-11-1

Contract Venue: State of Florida

Service Name Or Number	Service Description	Qty	Contract Price
IN-HRK-M	Half- Rack-Full Managed per Month	1	\$185.00
PW-120-C	Power Feed 208V w10A base Power Included	1	\$240.00
CoLoStdMRS51-150	Std MRS CIR, PerMbps 51-150Mbps	100	\$1.45
IN-FAC	Facility Charges – Initial Install/Deployment	1	\$0.00

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Hayes e-Government Resources, Inc.
Karen Hayes
President

City of Riviera Beach
Karen Hoskins
City Manager

ATTACHMENT B

Statement of Work Data Center Colocation Services

A. GENERAL INFORMATION

1. Background

City of Riviera Beach has entered into an agreement with Hayes e-Government Resources to provide standard colocation services in the Hayes Tampa Data Center. 412 E. Madison Street.

2. Purpose

City of Riviera Beach intends to use these colocation services to host a Rubrik Backup Appliance, Western Digital Hybrid-Storage Device, SuperMicro 2U 4 Node Compute Appliance, and a QFX5100 Top of Rack 10gb/40gb switch as a replication target for off-site backup, storage, virtualization, and compute to protect the Cities data by geographically dispersing the data in multiple locations. Primary use case, is to protect against natural disasters, cyber-security malicious attacks and internal data corruption. By placing a secondary copy of the data in Tampa, the City of Riviera Beach will be capable of spinning up virtual machines if the City of Riviera's primary data center is corrupted by natural disasters or for whatever necessary purposes. In addition, the Riviera Beach IT staff will be able to test a runbook of play options that will allow them to set expectations of how the city will be able to protect and live mount remotely with off-site copies.

B. Manner of Service Provision

1. Service Tasks

a. Task List

- Hayes shall provision the agreed upon rack space for use by City of Riviera Beach
- Hayes shall provision the agreed upon power requirement for use by City of Riviera Beach
- Hayes shall provision the agreed upon bandwidth for use by City of Riviera Beach
- Hayes shall provision necessary managed router and vpn services for use by City of Riviera Beach

- At and only upon the request of City of Riviera Beach, Hayes shall transport City of Riviera Beach hardware from the City of Riviera Beach to the Hayes Data Center Facility in Tampa.
- At and only upon the request of City of Riviera Beach Hayes shall physical rack, stack and cable hardware provided by City of Riviera Beach
- At and only upon the request of City of Riviera Beach, Hayes shall power up and work with City of Riviera Beach to deliver remote control access to the hardware.
- Hayes shall provide up to four scheduled hardware modifications per calendar year.
- Hayes shall provide scheduled access with prior approval to City of Riviera Beach employees or contracts.
- At and only upon the request of City of Riviera Beach, Hayes shall provide an instance of iPerf to allow City of Riviera Beach to conduct connectivity performance testing.

b. Task Limits

- Hayes shall not provide any services not detailed in this document
- Hayes shall not transport hardware that exceeds 12 Rack U in size
 - Hayes may request assistance from City of Riviera Beach to load hardware
 - Hayes is not responsible for packaging, boxing or preparing hardware for shipment
 - Hayes maintains no financial obligation for the hardware being transported
- Hayes shall make no timeframe obligations with regard to transportation and/or other activities associated with City of Riviera Beach owned hardware
- Hayes shall not rack and stack hardware that exceeds the size limitation of the space provisioned
- Hayes shall not provision power that exceeds the type and amount specified in the agreement.
- Hayes shall not exceed a total of eight engineering hours dedicated to configuration of City of Riviera Beach hardware.
- Hayes shall not conduct, as included in this scope, more than four hardware modifications per calendar year

2. Staffing Requirements

a. Staffing Levels

- Hayes shall maintain an adequate administrative organizational structure, qualified management staff, and support staff sufficient to discharge its contractual responsibilities.
- Hayes shall respond to hardware modification requests within one business day.

3. Documentation

a. Requests

- All requests and responses for services shall be documented in writing.

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Hayes e-Government Resources, Inc.
Karen Hayes
President

City of Riviera Beach
Karen Hoskins
City Manager

