



Janice K. Brewer
Governor

Brian C. McNeil
Director

**ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA STRATEGIC ENTERPRISE TECHNOLOGY (ASET) OFFICE**
100 NORTH FIFTEENTH AVENUE • SUITE 400
PHOENIX, ARIZONA 85007

SERVICE AGREEMENT

ADOA-ASET SA Number GCY13-96801

In accordance with Arizona Revised Statutes (ARS) Section 35-148, this Agreement is entered into by and between **Gila County** (hereinafter referred to as "**CLIENT**") and the **Arizona Department of Administration, Arizona Strategic Enterprise Technology Office** (hereinafter referred to as "**ADOA-ASET**"), and shall be effective as indicated in Section 1 - Term of Agreement.

1. Terms of Agreement

This Agreement shall be consistent with the State of Arizona fiscal year and shall be effective upon **the date the last party signs this Agreement through June 30, 2016**. This Agreement may be renewed in accordance with Section 2, and may be terminated in accordance with Section 6 and Section 8.

2. Renewal of Agreement

This Agreement may be renewed for three (3) additional one-year terms upon mutual agreement of both parties and by both parties signing an Addendum to this Agreement. **ADOA-ASET** shall schedule a review of this Agreement no less than sixty (60) calendar days prior to the renewal date. Upon agreement, **ADOA-ASET** shall prepare an Addendum for an additional one-year period for both parties' signatures. If either agency intends NOT to renew, written notice shall be given to the other party at least sixty (60) calendar days prior to the renewal date.

CLIENT's failure to provide such notice shall operate to renew the Agreement for an additional one-year term and shall be subject to the published rates found on the **ADOA-ASET** website: <http://aset.azdoa.gov/service-catalog>

The published rates are subject to change at any time during the term of this Agreement and any renewal terms. Any rate changes made to the **ADOA-ASET** rate schedule will be published on the **ADOA-ASET** web site within twenty-four (24) hours after any rate changes are approved and will then be the rates that govern this contract.

In the event the parties have determined the Scope of Services requires the acquisition

of capital equipment necessary for the business functions of the **CLIENT** and determine to amortize the cost of such equipment over several years (such amounts, if any, are set forth in the attached Schedule B), the **CLIENT** shall reimburse **ADOA-ASET** for such unamortized amounts upon a determination by the **CLIENT** not to renew the agreement.

In the event resources other than capital equipment such as, but not limited to, cooling units, server racks, specialized system or application software, etc. have been specifically acquired for the **CLIENT**'s business function and upon the determination by **CLIENT** not to renew this Agreement prior to **ADOA-ASET**'s recovery of the cost of these resources, **CLIENT** shall be responsible to reimburse **ADOA-ASET** for the unrecovered cost of these resources.

Prior to the acquisition of specified capital equipment and/or resources deemed necessary for this Scope of Services, the **CLIENT** will be advised of the intent and need to acquire and must agree to these acquisitions in writing, prior to any action being taken to obtain the capital equipment or resources.

3. Scope of Services

The **CLIENT** is requesting that **ADOA-ASET** provide **CLIENT** Information Technology Services & Support as identified in Schedule A. **ADOA-ASET** and the **CLIENT** shall perform the obligations agreed to by each and set forth in Schedule A. All **ADOA-ASET Task Descriptions** can be found on the **ADOA-ASET** website: <http://aset.azdoa.gov/service-catalog>.

In performing the services, **ADOA-ASET** agrees to:

- a. Comply with all laws, statutes, ordinances, rules and regulations applicable to any Arizona State government body or authority;
- b. Diligently complete the services.

4. Security Requirements

CLIENT and **ADOA-ASET** understands that the security requirements were mandated to develop, implement, and maintain statewide security policies and standards (A.R.S. § 41-3504 A (1(a))).

The statewide policies and standards apply to **ADOA-ASET** and all other State of Arizona Budget Units.

A State of Arizona Budget Unit is defined as a department, commission, board, institution, or other agency of the State receiving, expending, or disbursing state funds or incurring obligations of the State; including the Arizona Board of Regents but excluding the universities under the jurisdiction of the Arizona Board of Regents, the community college districts and the legislative or judicial branches. A.R.S. § 41-3501. The Budget Unit chief executive officer (CEO), working in conjunction with the Budget Unit chief information officer (CIO), shall be responsible for ensuring the effective implementation of Statewide Information Technology Policies, Standards, and

Procedures (PSPs) within each Budget Unit.

Notwithstanding the foregoing, if **CLIENT** is not a State of Arizona Budget Unit, the **CLIENT** is still expected to support **ADOA-ASET**'s compliance and therefore shall adhere to **ASET**'s statewide security policies and standards.

If the CLIENT is found not to be in compliance with the Statewide policy and standards, ADOA-ASET will be available on a time and materials basis, to assist the CLIENT in achieving compliance. If the CLIENT chooses not to reach or maintain compliance with these standards, termination of service with ADOA-ASET may result.

5. Payment

CLIENT shall pay **ADOA-ASET** as set forth in Schedule B, which may change during this course of this agreement and will be published on **ADOA-ASET**'s website. Payment shall comply with requirements of A.R.S. Title 35-148. All **ADOA-ASET Rates** and their associated **Task Descriptions** can be found on the **ADOA-ASET** website: <http://aset.azdoa.gov/service-catalog>

Each month, **ADOA-ASET** shall provide **CLIENT** with a dated itemized statement of services rendered. **CLIENT** shall have thirty (30) calendar days from the date on the itemized statement to notify **ADOA-ASET** in writing of any disputed amounts on the monthly statement. Any amounts not disputed in writing within thirty (30) calendar days shall be paid by **CLIENT** to **ADOA-ASET**. Failure to dispute a monthly statement amount within thirty (30) calendar days shall not prejudice **CLIENT** in later disputing the amount; however disputes not timely raised shall not be reimbursed until resolved. **ADOA-ASET** Service Agreement Contract No: CPT11-93001 agrees to provide **CLIENT** monthly all requested and reasonably available details of the monthly billing at no cost to **CLIENT**.

Upon final resolution of any dispute, the amount in question shall be included or subtracted in the next monthly payment, unless the last payment has already been made, then any amounts owed will be made to the party owed.

ADOA-ASET shall provide the **CLIENT** with an account number, reflected in Schedule B, to support a monthly billing process.

6. Non-Availability of Funds

Every payment obligation is conditioned upon the availability of funds appropriated for the payment of such obligation. If either party to this Agreement fails to receive an appropriation that may be lawfully allocated to the performance of their obligations hereunder, this Agreement may be terminated at the end of the period for which such funds are available.

No liability for failure to perform shall accrue to **ADOA-ASET** or **CLIENT** in the event this provision is exercised, and **ADOA-ASET** shall not be obligated or liable for any damages as a result of termination under this paragraph. Notwithstanding the

foregoing, this provision does not release either party for any prior or outstanding liability at the time of termination under this paragraph.

7. Reports and Records

Each party shall establish and maintain records regarding its performance under this Agreement, in accordance with the records retention standards established by the Arizona State Library, Archives and Public Records or such other commercially reasonable standards, as applicable.

8. Termination

Either party may terminate this Agreement upon sixty (60) calendar days written notice to the other party.

In the event the parties determine the Scope of Services requires the acquisition of capital equipment necessary for the business functions of the **CLIENT** and determine to amortize the cost of such equipment over several years (such amounts, if any, are set forth in the attached Schedule B), the **CLIENT** shall reimburse **ADOA-ASET** for such unamortized amounts on or before the date the contract is terminated.

In the event resources other than capital equipment have been specifically acquired for the **CLIENT**'s business function and upon the determination by **CLIENT** to terminate this Agreement prior to **ADOA-ASET**'s recovery of the cost of these resources, **CLIENT** shall be responsible to reimburse **ADOA-ASET** for the unrecovered cost of these resources, on or before the date the contract is terminated.

9. Cancellation for Conflict of Interest

Pursuant to ARS § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the **CLIENT/CONTRACTOR** receives written notice of the cancellation unless the notice specifies a later time.

10. FORCE MAJEURE

- (a) Either party shall be excused for delay or failure to perform its obligations under this Agreement, in whole or in part, when and to the extent that such delay or failure is a result of causes beyond the control and without the fault or negligence of the party unable to perform. Such causes include, without limitation, acts of God, acts of the public enemy, acts of

the United States government, fires, floods, epidemics, quarantine restrictions, or embargoes.

- (b) The party whose performance is so affected shall promptly notify the other party of all pertinent facts and take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof.
- (c) It is understood and agreed that settlement of strikes or other labor disputes shall be at the sole discretion of the party encountering the strike or other dispute and that the inability of **ADOA-ASET** or its Subcontractors to meet the requirements of this Agreement as a result of labor strikes or disputes shall not be deemed to be a Force Majeure.

11. INSURANCE REQUIRED OF CLIENT

CLIENT is responsible in whole for providing personal property coverage for equipment that will be housed at the State Data Center. ADOA-ASET will not provide personal property coverage for CLIENT owned property.

12. INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, **CLIENT** shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of **CLIENT's** contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

Insurance Requirements for Governmental Parties to an SA:

None.

Insurance Requirements for Any Contractors Used by a Party to the Service Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Service Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations
- Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written
- and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory Employers' Liability	
Each Accident	\$ 500,000
Disease –	
Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additionally insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the SA.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Customer Relations Manager, ADOA-ASET)** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State of Arizona Department Representative's Customer Relations Manager, ADOA-ASET)**. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all

insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in any Service Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

13. CONFIDENTIALITY

By virtue of this Agreement, **ADOA-ASET** and **CLIENT**, its employees, and agents may have access to certain confidential and/or proprietary information of the other party, as defined below. **ADOA-ASET** and **CLIENT** agree to use Confidential Information received from the other Party only as expressly permitted in the Agreement and in furtherance of the purposes expressed in the Agreement. Neither **ADOA-ASET** nor **CLIENT** will disclose to any third party the other party's Confidential Information, in whole or in part, except as provided for in this Agreement, and in compliance with all applicable state and federal laws, including but not limited to the Federal Information Security Management Act of 2002 (FISMA), Federal Public Law 107-347, The Health Insurance Portability and Accountability Act (HIPAA) CFR 45, IRS Publication 1075, A.R.S. §35-121.01 thru § 39-127 and A.R.S. § 41-3504(A)(1) and, **ADOA-ASET** Information Security Policies and Standards.

A. Definition of Confidential Information: As used herein and for the purpose of this Agreement "Confidential Information" includes, but is not limited to, names, addresses, social security numbers, telephone numbers, financial profiles, credit card information, driver license numbers, or other personally-identifiable information held in the public's trust by either **ADOA-ASET** or the **CLIENT**. Confidential Information can be stored in a secured form either electronically or in an approved form. Confidential Information does not include information that is or becomes public through no act of the recipient, information that was already in the possession of the recipient as of the date of disclosure, and information that is disclosed by court order.

B. Identification of Confidential Information: All tangible material (including without limitation, software, hardware, disks, and tapes), shall be considered Confidential Information and inherit the protection standards, until further definition occurs. If the Confidential Information is disclosed orally or visually, it shall be identified as such at the time of disclosure.

C. Handling of Confidential Information: ADOA-ASET and CLIENT shall use the same care to prevent disclosure of the other party's Confidential Information as it uses with respect to its own Confidential Information of a similar nature. Each party agrees that at all times, and notwithstanding any termination or expiration of this Agreement, to hold in strict confidence and not disclose to any third party Confidential Information of the other party, except as approved in writing by the other party to this Agreement, and will use the Confidential Information for no purpose other than approved by the other party to this Agreement. Each party shall only permit access to Confidential Information of the other party by pre-authorized employees or pre-authorized representatives having a need to know and are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

D. Confidentiality Ownership, Term and Termination: ADOA-ASET and CLIENT shall retain all right, title and interest in and to its own Confidential Information. No disclosure of Confidential Information shall be deemed to grant either party any license or other intellectual property right to the other party's Confidential Information. The recipient's obligations under this Agreement shall be binding until receipt of written notification of release from these obligations. Upon written request of the other party, the party shall promptly return to the other party all documents and other tangible materials representing the other's Confidential Information and all copies thereof.

14. Miscellaneous

It is mutually agreed by the parties that:

- (a) In the event of a dispute, the parties agree to use arbitration to the extent required by ARS § 12-1518. The laws of the State of Arizona shall govern any interpretation of this Agreement and venue shall be in Maricopa County, Arizona.
- (b) All parties shall comply with Executive Order 75-5, as amended by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. All parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
- (c) All parties shall comply with ARS § 23-214, which requires verification of employment eligibility through the e-verify program; economic

development incentives for those that comply and requirements for a list to be provided quarterly to the United States department listing those employers who have adhered to the requirements. A party's breach of this requirement shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party.

- (d) This Agreement shall be governed and interpreted by the laws of the State of Arizona. Purchases made in furtherance of this Agreement are subject to the Arizona Procurement Code (ARS § 41-2501, et seq.) and the administrative rules promulgated thereunder (AAC R2-7-901, et seq.).
- (e) Any amendments to this Agreement must be in writing and signed by both parties.
- (f) All requests for additional services shall be in writing and signed by both parties and subject to current established **ADOA-ASET** billing rates.
- (g) All notices pertaining to this Agreement shall be addressed or faxed to the parties respectively as follows:

CLIENT:	ADOA-ASET:
Gila County	Arizona Department of Administration
Gila County Finance	Arizona Strategic Enterprise Technology (ASET) Office
Guerrero Building	100 N. 15 th Avenue, Suite 400
1400 E. Ash St, Globe, AZ 85501	Phoenix, AZ 85007
ATTN: Jeannie Sgroi	ATTN: Mercy Dominguez
	Customer Relations Manager
(928) 402-8612	(602) 542-2537
FAX Number:	(602) 542-4272

THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE UNDERSTANDING BETWEEN THE PARTIES, AND IT SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER DOCUMENTS OR COMMUNICATIONS BETWEEN THE PARTIES RELATIVE TO THE SUBJECT MATTER HEREIN COVERED, UNLESS SUCH DOCUMENTS OR COMMUNICATIONS ARE SPECIFICALLY INCLUDED BY REFERENCE.

IN WITNESS WHEREOF, the parties have executed this Agreement:

CLIENT:

ADOA:

Gila County

Arizona Department of Administration

By: _____
Michael A. Pastor
Chairman Gila County Board of
Supervisors

By:  _____
Brian McNeil, Director

Date: _____

Date: 6-10-13

Between

Arizona Department of Administration
Arizona Strategic Enterprise Technology (ASET) Office

And

Gila County

SCHEDULE A

**ADOA-ASET services provided under this Agreement and
ADOA-ASET, CLIENT and Joint Responsibilities**

<p>ADOA-ASET</p> <p>CLIENT</p> <p>JOINT</p>	<p>ADOA-ASET and CLIENT shall jointly develop and maintain a list of Responsibilities for each service task being requested and/or provided. Responsibilities will be listed as:</p> <p>ADOA-ASET Responsibilities: Responsibilities that ADOA-ASET's staff personnel will be responsible for providing to the CLIENT;</p> <p>CLIENT Responsibilities: Those areas of Responsibility that will fall to the CLIENT in order to meet ADOA-ASET's requirements and abilities to provide the services as requested;</p> <p>Joint Responsibilities; Those processes and responsibilities that ADOA-ASET and the CLIENT will be responsible for performing as a team in order to reach the Goals and Service Requirements by both ADOA-ASET and the CLIENT.</p> <p>For updated changes to the Service Catalog and for changes to our Service Rates, CLIENT may view these online at our website: www.aset.azdoa.gov.</p>
	<p>Service Description / Responsibilities</p>
<p>5731</p>	<p>Hosting: Copper - Shared Rack Space</p> <p>This includes 1U space for racking the server with electrical, generator backup, fire protection, raised flooring, air conditioning, and physical security. The Copper support rate is based on the standard height of a rackmount server or chassis, which is a "U" The "U" refers to <i>Unit</i> or <i>Rack Unit</i>, and is sometimes abbreviated to "RU". One "U" or "RU" is equivalent to 1.75 inches.</p> <p>The Copper Service includes:</p> <ul style="list-style-type: none"> o Redundant electrical connections (when required) o Air conditioning and humidification control o Generator backup o Fire suppression o Raised flooring o Physical security

All management of the system and data will be the responsibility of the owner of the equipment. The rate is the same whether the rack is provided by **ADOA-ASET** or belongs to the customer. **ADOA-ASET** limits a rack to contain no more than 64 blade servers.

The Copper service is invoiced by each "U".

ADOA-ASET Responsibilities

- 24x7x365 monitoring and operations support
- Provide all necessary power connections for **CLIENT** equipment
- Provide air conditioning that meets with state data center standards
- Provide physical security that meets with state data center standards
- Notify **CLIENT** of any outage or interruption of service
- Provide badge access to the state data center area where the **CLIENT** equipment resided

CLIENT Responsibilities

- Notify **ADOA-ASET** of any scheduled maintenance that may require personnel that do not have state data center badges, this includes **CLIENT** staff and **CLIENT** vendors
- Provide a list of individuals that will need access to the **CLIENT** equipment. These individuals will need to complete the UNAC training prior to receiving their badge access.
- Payment of time installation charges. These charges are base on the server size and power requirements.
- Only store data related to official state or **CLIENT** business
- Provide **ADOA-ASET** with as accurate as possible estimates of future hosting requirements
- Provide **ADOA-ASET** with **CLIENT** contact information during normal and outside of normal business hours
- Contact **ADOA-ASET** IT Support Services at 602-364-4444 for assistance or technical support in the use of or in the event of issues with this service
- When necessary the **CLIENT** must be willing to share the rack they are in with other **ADOA-ASET** customers
- Pay all fees associated with the Shared Rack Space service

JOINT Responsibilities

- Establishment of security for physical access to **CLIENT** servers and other equipment
- Environment change requests will be in writing
- Mutually maintain and abide by the Emergency Contingency Plan

Change Advisory Board

ADOA-ASET uses the CA Service software to track changes and incidents within ASET. Changes submitted to CA Service will be reviewed during the Change Advisory Board (CAB) weekly meeting. This meeting is comprised of ASET technical support staff, **CLIENT** representatives and CAB facilitator. The goal is to provide a forum to discuss new change request and confirm risk, impact and schedule. **ADOA-ASET** is responsible for hosting the weekly CAB meeting and distributing meeting minutes to clients. The **CLIENT** is responsible for providing a list of representative(s) who should

be added to the CAB distribution list and attending CAB meetings to review change schedules. The **CLIENT** can contact **ADOA-ASET** Help desk for CAB related information at 602.364.4444.

Additional ADOA-ASET Responsibilities

The State Data Center provides Level 1, 2, and 3 support to our customers. These services are provided to our customers 24 hours per day, 7 days per week, 365 days per year. You can contact the **ADOA-ASET** Service Support Desk by dialing 602-364-4444.

Level 1 Support provides basic application software and/or hardware support to the callers.

Level 2 Support provides more complex support on application software and/or hardware and is usually an escalation of the call from Tier 1.

Level 3 Support provides support on complex hardware and operating system software and usually involves highly skilled systems technicians. Call lengths on Tier 3 vary widely depending upon the type of incident and may involve outside vendor services and support.

All calls are logged and reviewed by management to ensure our customers needs and requests are addressed. All problem and change requests are entered into our CA Service Problem / Change Management system and reviewed weekly by the Change Advisory Board (CAB).

Except for emergencies, ADOA-ASET will schedule all software upgrades and maintenance services during scheduled downtime.

If a **CLIENT** has **Open Systems** being supported by **ADOA-ASET**, although **ADOA-ASET** will try to ensure availability of the **CLIENT** Network during normal business hours, there may be unavoidable emergencies that would require the application and/or server to be unavailable. **CLIENT** shall develop emergency/manual procedures to handle this possible scenario.

To those CLIENT's doing business on an Open Systems environment, ADOA-ASET recommends the **CLIENT** obtain hardware to cover the **CLIENT** in the event of a natural disaster which could affect the **CLIENT's** ability to provide services to the public. **ADOA-ASET** also recommends that the **CLIENT** establish written procedures and/or contract for Disaster Recovery services. If the **CLIENT** chooses not to provide such measures or a separate server environment to ensure **CLIENT** Recovery after an event of a Natural Disaster, **ADOA-ASET** is not responsible, nor can **ADOA-ASET** provide total system support for such an event.

Payment for services shall be made in accordance with Schedule B.

Between

Arizona Department of Administration
Arizona Strategic Enterprise Technology (ASET) Office

And

Gila County

SCHEDULE B

FUNDING OBLIGATIONS

Commencing with this Agreement and for services rendered under this Agreement, and accepted by **CLIENT**, **CLIENT** agrees to reimburse **ADOA-ASET** for said services, to be billed on a monthly basis per the applicable **ADOA-ASET** service rate schedule for the fiscal year services are rendered.

Services provided as per Definitions and responsibilities of **ADOA-ASET** are outlined in Schedule A. Services will be billed according to attached **ADOA-ASET** service rate schedule. Rates are subject to change and **ADOA-ASET** rate schedule will be reviewed on an annual basis with **CLIENT**.

- **5731 Hosting: Copper - Shared Rack Space: \$30.00 per 1U / per month. Billing will be in accordance with ADOA-ASET's current published rate schedule.**

In the event CLIENT requests the services or equipment of a 3rd Party Vendor, the CLIENT shall be solely responsible for all payments to be made to the 3rd Party Vendor for services or equipment provided by the 3rd Party Vendor in connection with the performance of their service.

Billing shall commence on the month corresponding to the date of signing of this agreement.

CLIENT 9-digit account number to be billed is 968GILACY.