

**COOPERATIVE AGREEMENT FOR  
SERVER RELOCATION AND DISASTER RECOVERY SERVICES**

THIS AGREEMENT is made between the **City of Columbia**, hereinafter called the "City," and the **County of Boone**, hereinafter called "County."

WHEREAS, County has assumed the administration of, and all costs related to, the countywide 911/Joint Communications system as of January 1, 2014, after a County sales tax levy was approved by voters in April, 2013; and

WHEREAS, the parties have identified certain issues over which they wish to memorialize their understandings relating to a city server relocation and provision of data disaster recovery services;

NOW, THEREFORE, IT IS AGREED by and between the City and County as follows:

1. **Server Relocation:**
  - a. City and County agree to cooperate on the relocation of two (2) AIX servers and SAN storage.
  - b. Both parties will execute a mutually-acceptable Scope of Work agreement which provides the details for the server relocation project.
  - c. County will pay for the relocation work outlined in that Scope of Work.
  
2. **ECC Back-Up Services:** City desires to obtain space at the County's Emergency Communications Center (ECC) server room for purposes of data back-up and recovery services. In order to facilitate the County's provision of data back-up and recovery services at the ECC, the parties agree to the following, specific terms:
  - a. County will need to install a new system of 14 racks at the ECC server room in order to accommodate the data recovery services contemplated in this agreement, as well as preserve capacity for County's own server demands in its operations. County's current estimate to complete this work is \$408,800.00.
  - b. City requires 5 total adjacent racks for its data disaster recovery needs, and agrees to pay a one-time payment of 5/14 of the County's initial cost to stand-up the new set of 14 racks at the ECC, or a total not to exceed \$146,000.00.
  - c. County will construct the new racks through appropriate contractors and after payment by City to County of 5/14 of the costs (not to exceed \$146,000.00), then County will cooperate with City on City's installation of its equipment on 5 racks at the ECC. The specific racks made available for City's use will be designated by the County's IT Director.
  - d. City will provide all fiber connections and network hardware for the City's servers housed at the ECC at City's cost.

- e. County will incur the incidental costs for utilities to power the 5 racks to be used by the City.
  - f. City's use of the 5 server racks contemplated herein shall be for disaster recovery data services only. The City will not place any production servers into the 5 racks contemplated herein.
  - g. The City's payment of the 5/14 share of the initial capital costs for the construction of the 14 server rack contemplated herein shall entitle it to use of those servers without any additional, recurring costs from County for an initial term of fifteen (15) years from the date the County identifies the 5 racks that are available for City's use. After the initial 15-year term, County may require a recurring fee similar to the fee provisions of the City's Fiber Optic Cable Cooperative Agreement with the County approved by County Commission Order 160-2005. If the City objects to the amount of any recurring fee required by County, it may negotiate the amount of the payments with the County. If an agreement is not reached on the amount of the recurring payments, then either party may terminate this agreement by giving the other party written notice at least 24 months prior to termination.
3. **Severability:** In the event that any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions or part of a provision of this Agreement, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein, and such provision or part shall be reformed so it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.
4. **Sole Benefit of Parties:** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
5. **Relationship of Parties:** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
6. **Binding Effect:** This agreement shall be binding upon the parties hereto and their respective successors in interest and successors and assigns in office.
7. **Further Actions and Cooperation:** The parties agree to fully cooperate with each other in good faith to execute such further documents and take such further actions as are necessary to give full force and effect to the terms and intent of this Agreement.

8. **Nonappropriation:** Notwithstanding any other provision of this Agreement, any obligations imposed on the City or the County herein which require the expenditure of funds are conditioned the availability of funds appropriated for that purpose.
  
9. **Authority:** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized officers on the day and year indicated blow.

EXECUTED BY THE CITY OF COLUMBIA ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2016

EXECUTED BY THE COUNTY OF BOONE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

[Signatures follow on next page]

**BOONE COUNTY MISSOURI**

By:

\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

\_\_\_\_\_  
Wendy Noren, Boone County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
CJ Dykhouse, Boone County Counselor

**CITY OF COLUMBIA**

By:

\_\_\_\_\_  
Mike Matthes, City Manager

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Attorney