

BALTIMORE COUNTY PUBLIC SCHOOLS

DATE: June 13, 2006
TO: **BOARD OF EDUCATION**
FROM: Dr. Joe A. Hairston, Superintendent
SUBJECT: **DISASTER RECOVERY SITE – MOU WITH BALTIMORE COUNTY GOVERNMENT**
ORIGINATOR: Michael J. Goodhues, Acting Chief Information Officer
RESOURCE PERSON(S): Gary Schlimme, Manager, Computer & Network Support Office

RECOMMENDATION

That the Board will be informed and approve BCPS plans to partnership with Baltimore County Government to establish a backup site for its Data Center.

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Attachment – Joint Use Agreement for the Disaster Recovery and Backup Data Center

JOINT USE AGREEMENT
by and between the
Board of Education of Baltimore County
and
Baltimore County, Maryland
for the
Disaster Recovery and Backup Data Center

THIS AGREEMENT is made this _____ day of _____, 2006, by and between the Board of Education of Baltimore County (hereinafter called the "Board") acting on behalf of the Baltimore County Public Schools ("BCPS") and Baltimore County, Maryland, a body corporate and politic (hereinafter called the "County").

WHEREAS, the Board and County have significant data and information that need to be preserved and protected in case of emergency, and

WHEREAS, the Board and the County have determined that it is in their mutual interest to conserve funding and avoid duplication of effort in this process, and

WHEREAS, the Board owns property that can be modified to enable the parties to create a disaster recovery and backup data center; and

WHEREAS, the County and the Board wish to enter into a Joint Use Agreement governing the location, repairs, improvements, maintenance and continued use by the parties of the property

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is hereby agreed to by and between the parties hereto as follows:

1. This Joint Use Agreement shall apply to the BCPS site located at 600 Stemmers Run Road, Baltimore, MD 21221 (the "Site").
2. The parties have identified space at the Site, currently occupied by the BCPS's Office of Professional Development, that the parties intend to renovate for use by the County and the Board as a disaster recover site and backup data center site (the "Use"). It is not the intent of the Parties that the Board abandon its title to the Site in order to facilitate the Use.
3. The parties will jointly determine the specific improvements, renovations and modifications necessary for the Use, including, but not limited to, on and off site wiring, building out walls, equipment racks, raising floors, installing air conditioning systems, UPS, associated backup generator and fire suppression and alarm systems (the "Site Preparation"), and will determine the allocation of costs of such Site preparation. Such determinations shall be included in an attachment to this Agreement.

4. The Board will procure and manage any contractors hired to perform the Site Preparations, and shall ensure that the process and costs of any such contracts are within the parameters established by the County to receive reimbursement from available grant funds.
5. All Site Preparations shall be carried out in accordance with all applicable state and federal laws and regulations and in a timely fashion.
6. The Board shall be responsible for obtaining all permits, licenses, inspections and approvals required for the Site Preparation and Use of the Site to bring it up to compliance with the requirements of all applicable Federal, State, and local laws, ordinances, rules and regulations.
7. Upon completion of the Site Preparations, the parties shall identify the computer equipment, servers and other equipment to be located at the Site (the "Equipment"). Each party shall be responsible for procuring and maintaining its own Equipment. In the event of termination of this Agreement for any reason, each party shall have the right to remove its own Equipment, at its sole cost and expense.
8. The initial term of this Agreement shall be fifteen (15) years and commences upon full execution and approval by the Board and the County, and if not sooner terminated as hereinafter provided, terminates on June 30, 2021 (the "Initial Term"). The parties agree that, in 2020, they shall reassess the Site and the Use and determine whether it is in their joint best interest to continue this Agreement, in which event, the parties may renew this Agreement for an additional fifteen (15) year period (the "Renewal Term").
9. Employees assigned to the Site shall comply with the policies and procedures of the County and BCPS specific to the Site and the use thereof, which policies and procedures will be jointly developed by the County and BCPS, and copies of which shall periodically be made available to such employees.
10. The County and the Board intend to encumber funds immediately for the purposes expressed herein. It is further the parties' intent to complete the necessary Site Preparation and equipment purchases within 12 (twelve) months of the full execution of this Agreement.
11. Upon the full operation of the Site, the parties will meet to discuss the ongoing maintenance needs, access to the Site and management of equipment repair. Such discussion will include any anticipated budgetary requests and projected costs. Any such determinations resulting from these discussions shall be reduced to writing and shall be incorporated into this Agreement.

12. Either party may terminate this Agreement for convenience and without prejudice, at the end of any fiscal year, upon written notice to the other party no later than April 30 of such fiscal year.
13. Nothing in this Agreement, expressed or implied, is intended to confer upon or against any other person, corporation or government unit, any right or remedy under or by reason of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement causing same to be signed the day and year first written above.

WITNESS:

BOARD OF EDUCATION of
BALTIMORE COUNTY

By:

Dr. Joe A. Hairston, Superintendent
Baltimore County Public Schools

WITNESS:

BALTIMORE COUNTY, MARYLAND

By:

Anthony G. Marchione
Administrative Officer

REVIEWED AND APPROVED

Director, Office of Information Technology

Director, Office of Budget and Finance

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey.
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

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APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Superintendent)

Office of Law
BALTIMORE COUNTY PUBLIC SCHOOLS