

1 [Renewal Agreement - Data Center Space and Services - 3101 Gold Center Drive, Rancho
2 Cordova, California - \$756,840 Annual Base Rent - Not to Exceed \$2,385,938.10]

3 **Resolution authorizing a renewal agreement for the use of space and communication**
4 **services within an existing data center located at 3101 Gold Center Drive, Rancho**
5 **Cordova, California from the State of California Technology Agency, Office of**
6 **Technology Services, for a three-year term, commencing July 1, 2018, through**
7 **June 30, 2021, at a monthly base rate of \$62,720 for a total annual rate of \$756,840 in an**
8 **amount not exceed \$2,385,938.10.**

9
10 WHEREAS, Critical business systems of the City and County of San Francisco should
11 have redundant recovery systems and facilities to be used in the event primary data centers
12 become non-functional due to a natural disaster, criminal activity, or other emergency; and

13 WHEREAS, The Department of Technology has adopted and implemented a policy
14 that calls for the development of a comprehensive information technology Disaster Recover
15 (“DR”) plan that involves not only placing business critical infrastructure at 200 Paul Street in
16 San Francisco, but also designating a DR hot site at an appropriate out of area location so
17 that such business critical operations of the City may continue until normal business
18 operations resume and the selected out of area site is 3101 Gold Center Drive in Rancho
19 Cordova (the “Facility”); and

20 WHEREAS, The Facility provides the City with an ability to replicate City data on a
21 regularly scheduled basis, is accessible by the City, is in a secure and stable environment,
22 provides an opportunity for monthly, quarterly and semi-annual tests to ensure full
23 functionality, and is reasonably priced; and

24 WHEREAS, The State of California, through its Department of Technology (the
25 “State”), has maintained this robust disaster recovery facility at a reasonable cost to other

1 agencies desirous of securing off-site critical data redundancy in a secure and stable
2 environment; and

3 WHEREAS, The City and County of San Francisco has found the Facility meets our
4 DR objectives to recover as quickly and effectively as possible from an unforeseen disaster or
5 emergency which interrupts information systems and business operations; and

6 WHEREAS, A Renewal Agreement with the State has been negotiated by the Director
7 of Property, in consultation with the City's Department of Technology, which is on file with the
8 Clerk of the Board of Supervisors under File No. 180564 (the "Agreement"); and

9 WHEREAS, The Agreement has a term of three years, from July 1, 2018, to
10 June 30, 2021; and

11 WHEREAS, The base monthly rental cost is pursuant to a rate structure published by
12 the State, which results in a full service rate of \$62,720.00 per month to meet the needs of the
13 City and County of San Francisco, with an additional annual installation expense of \$4,200.00
14 for necessary electrical circuits; and

15 WHEREAS, The Director of Property has determined that the proposed lease rates are
16 reasonable and represent fair market rent for the Facility, given the services provided; now,
17 therefore, be it

18 RESOLVED, That the Board of Supervisors, in accordance with the recommendations
19 of the Director of Property and Director of Department of Technology, hereby approves the
20 Agreement, in substantially the form presented to this Board, and authorizes City staff to take
21 all actions necessary to occupy the Facility consistent with the Agreement; and, be it

22 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
23 Property, in consultation with the City Attorney and Director of the Department of Technology,
24 to enter into any additions, amendments, extensions, or other modifications to the Agreement
25 that the Director of Property determines are in the best interests of the City, do not materially

1 decrease the benefits to the City, and are in compliance with all applicable laws, including the
2 City's Charter, and may result in a fiscal impact due to either adjusted rate schedules as
3 posted by the State, or expanded use of the Facility by City; and, be it

4 FURTHER RESOLVED, That the Director of Property is hereby authorized and urged,
5 in the name and on behalf of the City and County, to take any and all steps (including, but not
6 limited to, the execution and delivery of any and all certificates, agreements, notices,
7 consents, and other instruments or documents) as the Director of Property deems necessary
8 or appropriate in order to consummate the Agreement, or to otherwise effectuate the purpose
9 and intent of this Resolution, such determination to be conclusively evidenced by the
10 execution and delivery by the Director of Property of any such documents; and, be it

11 FURTHER RESOLVED, That the City shall occupy the Facility for the full term of the
12 Agreement unless funds for the rental payments are not appropriated in any subsequent fiscal
13 year at which time the City may terminate the Agreement with advance notice to State; and,
14 be it

15 FURTHER RESOLVED, That said Agreement shall be subject to certification as to
16 funds by the Controller, pursuant to Charter, Section 6.302; and, be it

17 FURTHER RESOLVED, That all actions heretofore taken by the officers of the City
18 with respect to the Agreement, or authorized and directed by this Resolution, are hereby
19 ratified, approved, and confirmed by this Board of Supervisors.

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\$756.840.00 available
Fund: 28070
Dept: 207929
Authority: 17582
Project: 10024777
Activity: 0001
Account: 530000

Controller
Subject to the enactment of the Annual
Appropriation Ordinance for Fiscal Year
2018/2019.

RECOMMENDED:

John Updike
Director of Property

RECOMMENDED:

Linda Gerull
Director
Department of Technology