



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-14518

- a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute a Service Order Q-16809-1 with Cyxtera Technologies, Inc. for co-location and disaster recovery services for Natividad during the period retroactive July 1, 2019 through June 30, 2020 at a cost of \$105,487, under the terms and conditions of the existing county Master Agreement (A-14052) which has a term of July 21, 2018 through June 30, 2020.
- b. Authorize the Deputy Purchasing Agent for NMC or his designee to execute up to four (4) additional annual renewal Service Orders with Cyxtera Technologies, Inc. provided additional costs do not exceed ten percent (10%) of the cost of Amendment No. 4 (\$11,000 maximum additional cost), subject to County Counsel review and under the same terms and conditions of the existing Master Agreement (A-14052).
- c. Authorize the Deputy Purchasing Agent for NMC or his designee to execute amendment No. 5 to the Agreement with CenturyLink Communications LLC (A-12812) to add continued data circuit services for Natividad at a cost of \$157,471, with no change to the agreement term of July 21, 2015 through June 30, 2020.
- d. Authorize the Deputy Purchasing Agent for NMC or his designee to execute up to four (4) additional annual renewal Service Orders with CenturyLink Communications LLC provided additional costs do not exceed ten percent (10%) of the cost of Amendment No. 4 (\$16,000 maximum additional cost), subject to County Counsel review and under the same terms and conditions of the existing Master Agreement (A-14052).

PASSED AND ADOPTED on this 24th day of September 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker, and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 24, 2019.

Dated: September 24, 2019
File ID: A 19-347
Agenda Item: 15

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy



Service Order: Q-16809-1
 Service Order Expiration: 7/23/2019

Service Order

Company Name: Monterey, County of
Billing Account Number: 631140
Initial Service Term: 12
Data Center: DEN1

Billing Address
 Street: 1441 Constitution Blvd
 City, State, Zip: Salinas, CA 93906

Primary Contact

Name: Ari Entin
 Email: entina@natividad.com
 Phone: 831-783-2564

Billing Contact

Name: County of Monterey - Natividad Medical Center
 Email: accountspayableemail@natividad.com
 Phone: 831 755-4111

Quote Summary

Term: 12 Months	
Total MRC	Total NRC
USD 8,790.50	USD 0.00

This Service Order and the services to be provided hereunder (the "Services") are governed by the applicable service agreement(s) located at <https://www.cyxtera.com/legal/product-and-service-terms-and-conditions>; provided, that, if the undersigned Customer entity ("Customer") or its affiliate and the undersigned Cyxtera entity ("Cyxtera") or its affiliate (other than Cyxtera Federal Group, Inc.) have executed a governing service agreement(s) with respect to the same category of services set forth herein (e.g., colocation or CXD), the portion of this Service Order relating to such category of services shall instead be governed by such executed agreement(s) (as applicable, the "Agreement"). In the event such executed agreement(s) is executed by an affiliate of Customer or Cyxtera (other than Cyxtera Federal Group, Inc.), then such agreement(s) shall apply to this Service Order or the portion thereof, as applicable, as if Customer or Cyxtera, as applicable, was a party thereto in lieu of the affiliate of Customer or Cyxtera, as applicable. This Service Order shall not be binding until it has been fully executed by both parties.

Cyxtera Communications, LLC

DocuSigned by:

Mitchell Fonesca

ACA94BEC51B943B

Name: Mitchell Fonesca

Title: Authorized Signatory

Date: 09-Oct-2019 | 3:57 PM EDT

Monterey, County of

Name: *[Signature]*

Title: CEO

Date: 9/23/19



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Cyxtera Communications, LLC

Monterey, County of

Name:

Name: 

Title:

Title: CEO

Date:

Date: 9/20/19


 Monterey County Deputy County Counsel

Date: 10/3/19

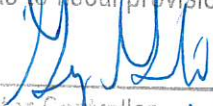
Reviewed as to fiscal provisions

Monterey County Deputy Auditor/Controller

Cyxtera Confidential Information

Page 1 of 3

Date: _____


 Auditor-Controller
 County of Monterey 10-4-19

One-Time

Qty	Unit	Product Name	Unit Price	Net Total
125	sf	Cage Wall	USD 0.00	USD 0.00
1	ea	Custom Cabinet	USD 0.00	USD 0.00
1	ea	Access Controls (Badge,Button) - setup	USD 0.00	USD 0.00
3	ea	Redundant Power Circuit (208v,30A,SP) - setup	USD 0.00	USD 0.00
1	ea	Non-Redundant Power Circuit (120v,20A,SP) - setup	USD 0.00	USD 0.00
1	ea	Metered Power Strip (120v,20A,SP,0RU,Geist)	USD 0.00	USD 0.00
6	ea	Metered Power Strip (208v,30A,SP,0RU,Geist)	USD 0.00	USD 0.00
3	ea	Redundant Power Circuit (208v,20A,SP) - setup	USD 0.00	USD 0.00

Recurring

Qty	Unit	Product Name	Unit Price	Net Total
27	kW	Allocation	USD 225.27	USD 6,082.22
1	ea	Advanced Access Controls	USD 198.04	USD 198.04
1	ea	Colocation Distribution (120v, 20A, SP)	USD 107.97	USD 107.97
3	ea	Colocation Distribution (208v, 30A, SP)	USD 280.38	USD 841.15
3	ea	Colocation Distribution (208v, 20A, SP)	USD 187.55	USD 562.65
1	ea	Fiber Cross Connect	USD 250.16	USD 250.16
1	ea	Fiber Cross Connect	USD 250.16	USD 250.16
5	ea	Secure Cabinet	USD 105.51	USD 527.57

Additional Terms

Annual Escalator:

At any time after the 12-month anniversary of the initial BCD of a Service in a colocation environment, but no more than once per calendar year, Cyxtera may increase the MRCs for the Services in such colocation environment in an amount not to exceed 3.0%.

Power Pass Through:



Cyxtera may increase the rates for Customer's Services to pass through increases in utility and power costs attributable to such Service(s) (e.g., power allocation or metered power). For the avoidance of doubt, such pass through shall be at no additional markup and will not include any allocation of increases in facility costs.

Maximum CEC (Colocation Environment (excluding Cabinets)):

The maximum CEC ("CEC") that Customer is entitled to for the colocation environment (excluding cabinets) being provided pursuant to this Service Order is specified in the table below, which table supersedes all previous maximum CEC tables for such colocation environment (excluding cabinets).

Data Center	Maximum CEC
DEN1	27

Renewal:

This Service Order replaces any existing service order relating to this colocation environment, subject to the remainder of this paragraph. Service orders may not always reflect all cross connects. To the extent Customer has cross connects not listed herein (whether or not listed on a prior service order), they shall be governed by the terms previously agreed by Customer.

Maximum CEC / Allocated Power:

In no event shall Customer be entitled to use more power in a colocation environment (excluding cabinets) than the maximum CEC for such environment (excluding cabinets). With respect to cabinets, in no event shall Customer be entitled to use more power in such cabinet than the maximum allocated power for such cabinet. In the event Customer's average hourly power usage in a colocation environment (excluding cabinets) or cabinet, as applicable, in a calendar month is greater than the maximum CEC for such environment or allocated power for such cabinet, as applicable, Cyxtera reserves the right to charge an additional power allocation fee equal to the product of (a) the excess of Customer's average hourly power usage over the maximum CEC or allocated power, as applicable, and (b) 150% of Customer's then-current rate for power allocation in such colocation environment (excluding cabinets) or cabinet, as applicable. For the avoidance of doubt, this provision also applies to metered power colocation environments (including metered power cabinets).