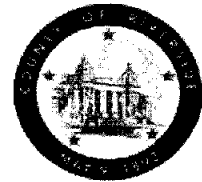


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

660



**FROM:** Stanley L. Sniff Jr., Sheriff-Coroner-PA

**SUBMITTAL DATE:**  
07/07/10

**SUBJECT:** Approval of an Agreement with the City of Lake Elsinore for the Sheriff's Provision of Virtual Computer Server Support for the TAGRS Graffiti Database

**RECOMMENDED MOTION:** Move that the Board of Supervisors approve the Agreement with the City of Lake Elsinore for the Sheriff's Provision of Virtual Computer Server Support for the TAGRS Graffiti Database, and authorize the Chairperson to execute the Agreement on behalf of the Board.

**BACKGROUND:** The Sheriff's Technical Services Bureau (TSB) utilizes computer equipment which enables it to run multiple server hosts within a single server system. On 5/25/10, the City of Lake Elsinore approved a five-year service Agreement with the Sheriff's Department to create two servers that will house the city's TAGRS Graffiti Database.

In lieu of annual support and software licensing expense payments, Lake Elsinore has agreed to purchase at the cost of \$14,714, per TSB's specifications, the computer hardware and server licenses directly from vendors to upgrade TSB's server system.

(Continued on Page 2)

*[Signature]*

Stanley L. Sniff Jr., Sheriff-Coroner-PA  
Will Taylor, Director of Administration

**FINANCIAL DATA**

Current F.Y. Total Cost:	\$14,714	In Current Year Budget:	No
Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
Annual Net County Cost:	\$0	For Fiscal Year:	FY 2010-11

**SOURCE OF FUNDS:** City of Lake Elsinore  
BR 11-007

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE  
*[Signature]*  
BY: Robert Tremaine  
Robert Tremaine

**County Executive Office Signature**

FORM APPROVED BY COUNTY COUNSEL  
BY: NEAL R. KIPNIS DATE: 7/10  
Departmental Concurrence

- Policy
- Policy
- Consent
- Consent

Dept's Recomm.:  
Per Exec. Ofc.:

Prev. Agn. Ref. ATTACHMENTS FILED District: 1  
WITH THE CLERK OF THE BOARD

Agenda Number:

3.70

The TAGRS database will reside on two Sheriff's virtual servers. Designated city employees and sheriff employees will utilize the database as one of their tools to help identify and apprehend graffiti vandals. One server (public facing Internet website) will be used by city employees to upload photographs of graffiti and information on where it occurred. The second server (internal law enforcement users only) will catalogue uploaded data and hold it pending review and acceptance by designated law enforcement personnel. Once accepted, the images and data will be searchable by sheriff employees during investigations into graffiti crimes.

After Lake Elsinore makes the necessary equipment purchases, Sheriff's TSB will provide support for the database, including server hardware, virtual infrastructure software, maintenance, and system backups at no additional cost for the term of the agreement. County Counsel has approved the Agreement as to form.

**Service Level Agreement**

**Between**

**Riverside County Sheriff's Department  
Technical Services Bureau**

**and**

**City of Lake Elsinore**

**For**

**Virtual Server Support (TAGRS Project)**

THIS AGREEMENT is made and entered into by and between the CITY OF LAKE ELSINORE, a General Law City, hereinafter "City," and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Riverside County Sheriff's Department, hereinafter "County."

IT IS THEREFORE AGREED AS FOLLOWS:

### **1. Overview**

TSB's VMware equipment provides an infrastructure to run multiple server hosts within a single physical server system. This agreement will create two servers that comprise the TAGRS Project for use by the designated City employees and sheriff employees in their efforts to identify and apprehend graffiti vandals. One server (public facing Internet website) will be used by City employees to upload photographs of graffiti and where it occurred. The second server (internal law enforcement only) will obtain this uploaded data and hold it pending review and acceptance by designated law enforcement personnel. Once accepted, the images and data will be searchable by sheriff employees during investigations into graffiti crimes.

### **2. Purpose**

This Service Level Agreement (SLA) formalizes an arrangement between the County of Riverside, Sheriff's Department – Technical Services Bureau (TSB) and the city of Lake Elsinore to deliver specific support services, at specific levels of support, and at an agreed-upon one-time cost. This document is intended to provide details of the provision of technical support services to city of Lake Elsinore and the TAGRS Graffiti Database.

### **3. Term**

Effective Dates. This Agreement shall be effective from July 1, 2010 through June 30, 2015.

Renewal. In the event City desires to terminate this Agreement at the end of any current five (5) year period, the City Council, not later than ninety (90) days preceding the expiration date of the current term of this Agreement, shall notify the Sheriff that it wishes to terminate the same; otherwise, this Agreement shall be automatically renewed for an additional five (5) year period at the level of service then currently in effect. As a matter of convenience to the parties hereto, and in order to facilitate continuity technology services provided to City, the parties may mutually approve and ratify any automatic renewal of this Agreement retroactively to the effective date of such automatic renewal.

Termination. Either party may terminate this Agreement with ninety (90) days written notice to the other party.

#### **4. Scope of Services**

The following services are provided in response to the creation and maintenance of two virtual Windows Servers configured as the TAGRS Graffiti Database system.

#### **Review Process**

This document defines the practices that the Technology Services Bureau (TSB) will use for the provision of Virtual Services. The details of this document may be reviewed and amended as required, or at least annually, to accurately reflect business and service needs.

#### **Time Conventions**

Unless otherwise indicated, business hours are from 8 AM to 5 PM, Monday through Friday, excluding holidays and reduced schedule days.

#### **5. Service Description**

The table below provides a summary of the services provided as part of this agreement.

Services to be provided

<b>Service</b>	<b>Description</b>
Virtual Server Creation	Create virtual servers to the customer's specifications with regard to memory, CPU reservation, networking, disk space and supported OS.
Backups*	Perform weekly full backups of virtual server disk files for disaster recovery purposes.
Virtual Server Performance Monitoring	Dynamically allocate resources based upon load. Virtual servers on a heavily loaded physical machine will be automatically moved to a less busy machine as needed.

## **Supported Computing Environment**

The service and support levels documented in this SLA assume certain operating system configurations within virtual machines. The TAGRS Project will consist of two Windows Server 2008 SP2 R2 licenses.

TSB offers on going licensing and software updates to purchased servers licenses at no additional cost. Purchased server licenses are included in the next following years' departmental totals and paid via TSB's budget. Customers must provide the media and license keys for any other installed operating system.

## **Technical Support**

Support for the service, including server hardware, virtual infrastructure software, maintenance, and backups, is provided by TSB at no additional cost. Support for the guest server instances and applications within each virtual machine will be provided by a System Administrator at no additional cost. Application specific support (bug fixes or new features) will be provided by the application creator.

### **Tier 1 Support**

Support for all OS and application issues will be provided by a TSB System Administrator or User Support Technician. City staff can call the TSB Help Desk at 951-955-2038.

### **Tier 2 Support**

1. System Administrators or the TSB Help Desk may escalate issues to Tier 2 support.
2. Tier 2 support is available during normal business hours.
3. Routine requests (adding memory, disk space, etc) are typically addressed within three business days.

## **5. Service Availability**

This section provides information about the normal schedule of times when the service is available, the times specified for scheduled maintenance, and defines expectations for reporting service problems and changes.

### **Normal Service Availability**

TSB Virtual Services is available for customer use around the clock, excluding schedule maintenance times.

#### *Scheduled Maintenance*

Scheduled maintenance is critical for upgrades and to maintain security, and will occur on Fridays as necessary.

#### *Problem Reporting and Change Notification*

TSB will notify users of service availability and service delivery issues for TAGRS via a message on the website log in page. To the maximum extent possible, installation of service, application, and security updates will be performed during scheduled maintenance. When a problem occurs, the following chart details the user notification and probable operations impact to be expected.

## Problem Severity & Notification Matrix

Severity	Business Impact	User Notification	Example
<b>Moderate</b>	Changes or problems that may affect the service and have a broad business impact.	TSB will notify Lake Elsinore IT staff of changes five working days in advance via e-mail, and will have an alert message posted on the TAGRS Portal page.	Modifications or replacement of storage infrastructure hardware
<b>Major</b>	Changes that may affect the service across multiple departments, with a significant impact to the subscribers' business.	TSB will meet with Lake Elsinore IT staff ten working days in advance, will notify users in advance via a message posted on the TAGRS Portal page.	New versions of server software to be installed.
<b>Critical (After- Hours)</b>	Changes that must be performed in order to correct issues and having some impact on end-users. Impact to business does not warrant immediate correction.	TSB will notify Lake Elsinore IT staff as soon as possible after knowing such a change is required via e-mail, and will have an alert posted on the TAGRS Portal page.	Hung process on server needs to be cleared before tape backup can proceed.
<b>Emergency (Immediate)</b>	Changes that must be performed in order to correct issues having a major impact on end-users. Impact to business requires immediate action.	TSB will generate an alert on the TAGRS Portal page, and will notify Lake Elsinore IT staff via e-mail after implementing the change.	Replacing critical hardware that has failed.



## 6. Service Level Indicators

The following provides a description of the key service level objectives defined by this SLA.

Measurement	Definition	Performance Target
Overall Availability <sup>1</sup>	Percentage value of service availability.	99%
Customer Satisfaction Percentage	The percent of positive responses to customer satisfaction questions in the annual TSB survey.	90%

<sup>1</sup>The Overall availability is calculated as the hours that the service is available in the reporting period divided by the total hours in the reporting period. This percentage reflects scheduled and unscheduled downtime.

## 7. Cost of Service

In lieu of annual support payments at a rate yet to be determined by the County, the City of Lake Elsinore agrees to purchase the following one time upgrades to the existing VMware infrastructure using on time JAG Grant Funding. This upgrade will be paid directly to vendors by the city of Lake Elsinore and will be utilized by the TAGRS project. There will not be an on-going annual cost payable for the maintenance and support of the TAGRS application servers nor will there be future hardware upgrade charges associated with the TAGRS project chargeable to the City for the period of this agreement. Based on current and projected future usage and data requirements, no additional upgrades to either storage or processing power will be necessary after this upgrade unless additional cities or areas agree to join. Any future hardware upgrades necessary for this project will be paid by new partner cities as they join the project.

All VMware licensing costs and repairs will be the responsibility of the Technical Services Bureau for the life of this agreement.

Service	Specifications	Cost
<b>Microsoft Windows Server License</b>	Enterprise (1)	\$ 2,198.32
<b>Microsoft SQL Server License</b>	Standard (1)	\$ 773.95
<b>VMware Infrastructure HD upgrade</b>	450 GB drives (10) and necessary hardware	\$11,741.29
<b>Total Upgrade Cost</b>		<b>\$14,713.56</b>

## 8. Indemnification and Hold Harmless

8.1 Indemnification by City. City shall indemnify and hold County, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of City, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on County by the provisions of California Government Code Section 895.2 or other applicable law, and City shall defend at its expense, including attorney fees, County, its officers, agents, and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

8.2 Indemnification by County. County shall indemnify and hold City, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on City by the provisions of California Government Code Section 895.2 or other applicable law, and County shall defend at its expense, including attorney fees, City, its officers, agents,

employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

**9. ADMINISTRATION**

The City Manager of City shall administer this Agreement on behalf of City, and the Sheriff shall administer this Agreement on behalf of County.

**10. ALTERATION OF TERMS**

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

**11. RESOLUTION OF DISGREEMENTS**

Disagreements among the parties arising under or relating to this SLA shall be resolved only via consultation at the lowest practicable level by and between the affected parties and their sponsoring agencies and will not be referred to any court, or to any other person or entity for settlement.

**12. NOTICES**

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

County  
**Stanley L. Sniff Jr., Sheriff**  
Riverside County Sheriff's Department  
Post Office Box 512  
Riverside, California 92502

City  
**City of Lake Elsinore**  
Attn: City Manager  
130 S. Main Street  
Lake Elsinore, CA 92530

or to such other addresses as from time to time may be designated by the respective parties. An information copy of any notice to County shall also be sent to:

Clerk of the Board of Supervisors  
County of Riverside  
4080 Lemon Street, 1st Floor  
Riverside, California 92501

**13. SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the duly authorized representative of each of the parties hereto has signed in confirmation of this Agreement on the dates indicated below.

City of Lake Elsinore

May 25, 2010  
Date

By: Melissa A. Melendez  
Melissa A. Melendez, Mayor

ATTEST:

Name Carol Cowley  
Title Interim City Clerk

By: Carol Cowley

County of Riverside

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Marion Ashley, Chairman  
Riverside County Board of Supervisors

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis 5/11/10  
NEAL R. KIPNIS DATE