

RESOLUTION NO. 2012-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING AN AGREEMENT WITH THE STATE OF CALIFORNIA, CALIFORNIA TECHNOLOGY AGENCY FOR PROVIDING INTERNET SERVICE TO THE CITY'S DATA NETWORK

WHEREAS, Internet connectivity plays a key part to Rohnert Park ("City") employees and their ability to deliver services to the citizens of the City;

WHEREAS, the City's current internet service provider, AT&T has informed the city that it would be modifying and upgrading the current Internet Circuit that provides City employees with Internet access;

WHEREAS, the Office of Technology Services, an office within the California Technology Agency, has reached out to local governments in an attempt to provide a variety of technology services such as co-location of equipment for Disaster Recovery and Server Hosting; and

WHEREAS, the City would benefit from sharing services with the State of California, California Technology Agency and sees them providing Internet Service as a first step in that direction.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby resolve, determine, find and order that:

Section 1. Approval of Agreement. The City Council hereby authorizes and approves an agreement by and between the State of California, California Technology Agency, Office of Technology Agency, a state governmental agency, and the City of Rohnert Park, a municipal corporation, for providing Internet services to the cities data network, in substantially similar form to the agreement attached hereto as Exhibit "A" (hereinafter "Agreement"), subject to minor modifications by the City Manager or City Attorney.

Section 2. Execution. The City Manager is hereby authorized and directed to take all actions to effectuate this Agreement for and on behalf of the City of Rohnert Park, including execution, of the Agreement.

Section 3. Environmental Review. The adoption of the Agreement is exempt from review under California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that entering into an agreement for provision of internet services will have no possibility of having a significant effect on the environment since no physical activity is involved.

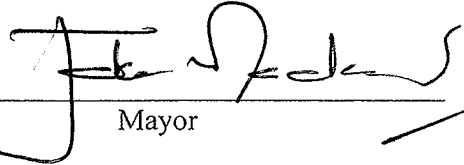
Section 4. Authorized Signatures. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

Section 5. Constitutionality. If any action, subsection, sentence, clause or phrase of this Resolution or the fees levied by this Resolution shall be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this Resolution or the fees levied by this Resolution that can be given effect without the invalid provisions.

DULY AND REGULARLY ADOPTED this 11th day of September 2012.

CITY OF ROHNERT PARK




Mayor

ATTEST:


City Clerk

AHANOTU: AYE BELFORTE: ABSTAIN CALLINAN: ABSTAIN STAFFORD: AYE MACKENZIE: AYE
AYES: (3) NOES: (0) ABSENT: (0) ABSTAIN: (2)

EXHIBIT A

STATE OF CALIFORNIA
CALIFORNIA TECHNOLOGY AGENCY
OFFICE OF TECHNOLOGY SERVICES

CUSTOMER AUTHORIZATION

OTECH 258 (REV. 01/11)

Department Name: <u>City of Rohnert Park</u>	Department Prefix: _____
Information Security Officer (ISO) Name: <u>David Rowley</u>	IMS Code: _____
Address: <u>6800 Hunter Drive, Rohnert Park Ca 94927</u>	E-Mail Address: <u>drowley@rpcity.org</u>
Phone Number: <u>(707) 584-2684</u>	CALNET Prefix: <u>NA</u> FAX: <u>(707) 792-1876</u>
Alternate ISO (if any): _____	IMS Code: _____
Address: _____	E-Mail Address: _____
Phone Number: _____	CALNET Prefix: _____ FAX: _____

Data Security Coordinator(s) Who Administer RACF	
RACF Coordinator Name: _____	IMS Code: _____
Address: _____	E-Mail Address: _____
Phone Number: _____	CALNET Prefix: _____ FAX: _____
Alternate RACF Coordinator Name: _____	IMS Code: _____
Address: _____	E-Mail Address: _____
Phone Number: _____	CALNET Prefix: _____ FAX: _____
UUNET Administrator Name: _____	IMS Code: _____
Address: _____	E-Mail Address: _____
Phone Number: _____	CALNET Prefix: _____ FAX: _____

Departmental Approval (ISO Supervisor or Higher Level Official)	
Name (Print): <u>Gabriel A. Gonzalez</u>	Date: <u>8/20/12</u>
Signature: _____	Title: <u>City Manager</u>
E-Mail Address: <u>ggonzalez@rpcity.org</u>	Phone Number: <u>(707) 588-2226</u> CALNET Prefix: <u>N/A</u>

RETURN COMPLETED FORM TO:

California Technology Agency
Office of Technology Services
Data Security Administrator
P.O. Box 1810 (Mail Stop X8)
Rancho Cordova, CA 95741-1810
IMS Code: F-14
FAX (916) 464-3675

For OTech Use Only: _____

STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

NON-STATE AGENCY

PURCHASING AUTHORITY NUMBER	REGISTRATION NUMBER
	AGENCY NUMBER
CONTRACTOR NUMBER	

- This Agreement is entered into between the Agency and the Contractor named below
AGENCY NAME
City of Rohnert Park (hereafter called Customer)
CONTRACTOR'S NAME
CALIFORNIA TECHNOLOGY AGENCY (hereafter called Contractor)
- The term of this Agreement is: 9/1/2012 Through 6/30/2014
- The maximum amount \$ 31418.47 of this Agreement is:
- The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement:

Exhibit A – General Information	1 page
Exhibit B - Budget Detail and Payment Provisions	1 page
Exhibit C – Customer Completion Form	1 page

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) CALIFORNIA TECHNOLOGY AGENCY		Agreements under \$50,000 are exempt from DGS approval per SCM 4.04.5.A.
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Jennifer Herrera, Procurement Manager, Administration Division		
ADDRESS P.O. Box 1810, Rancho Cordova, CA 95741-1810		
AGENCY		
AGENCY NAME City of Rohnert Park		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Gabe Gonzales, City Manager		
ADDRESS 6800 Hunter Drive Rohnert Park Ca 94927		

GENERAL INFORMATION

1. This Agreement is entered into by and between City of Rohnert Park (hereinafter referred to as the "Customer") and the State of California (hereinafter referred to as the "California Technology Agency" or the "Agency, or Contractor") for the Customer to obtain information technology services, materials, or equipment. This Agreement shall represent the cost of ongoing services provided to the Customer by the Agency along with the cost of projected new services to be requested through the Service Request (SR) process. This Agreement shall be augmented through the Agency SR process with any resulting mutually agreed upon contractual terms becoming a part of this Agreement, as if fully set forth herein. This Agreement also provides for payment for these services pursuant to State Administration Manual (SAM) section 8752-8752.1 and section 3.03 of the State Contracting Manual.

BUDGET DETAIL AND PAYMENT PROVISIONS

1. GENERAL CUSTOMER OBLIGATIONS

- A. Return completed Agreement Renewal Package to the California Technology Agency (Agency) no later than 60 calendar days prior to the expiration date. In the event a Customer does not return a completed Agreement Renewal Package during the required time frame, the Agency will escalate the matter with the Customer. Any costs incurred by the Agency on behalf of the Customer after the expiration date will be billed to the Customer with full payment due within 30 calendar days.
- B. Customers must provide 45 calendar days cancellation notice for specific services to be terminated. Lead-time for cancellation of services is vendor-dependent and may require additional lead-time for processing termination documents. Notification to terminate services must be submitted to the Agency via a Service Request form (Agency 098), which is available on the Agency's web site at: http://www.dts.ca.gov/custguide/OCIO_Customer_Guide.htm. The targeted completion date noted on the Service Request must allow time for the lead-time required to cancel services. Due to the daily accumulation of system utilization and cost activity within the billing system, retroactive termination of services will not be considered. For additional information regarding lead-times for canceling services, please contact your Customer Representative.
- C. Customers are required to submit payments for services billed at the specified rates. Payment must be received within 90 calendar days of receipt of invoice. After 90 calendar days, the Agency will escalate payment issues with the Customer. Use of services and goods provided by the Agency to the Customer constitutes an obligation, which must be paid.
- D. In the event the Customer utilizes, requires, accepts or requests services that exceed the amount authorized by this Agreement, the Customer is responsible for all charges incurred and agrees that either party may amend this Agreement, in writing, to provide payment to the Agency to the extent services have been provided. Such payment for services incurred beyond the amount authorized by this Agreement shall be made payable on or before the agreement expiration date. If, after the conclusion of the subject agreement period, it is determined that monies above and beyond that which was authorized by this Agreement are owed to the Agency for services received by the Customer, either party may amend the Agreement, in writing, with the Customer agreeing to pay the outstanding amount in full, no later than 60 calendar days from discovery of the outstanding payment due.

2. INVOICING

- A. Upon receipt of appropriate invoices for services rendered in accordance with this Agreement, the Customer agrees to compensate the Agency for services billed in accordance with the rates specified herein.
- B. Invoices shall include the Agency Agreement Number, and shall be submitted in duplicate not more frequently than monthly in arrears to the billing address identified in Exhibit C.

3. PAYMENT TERMS

- A. Costs for this Agreement shall be computed in accordance with SAM sections 8752 and 8752.1.
- B. The cost of performance is based upon the Agency's Billing Rate Schedule. The rates are subject to change upon 30 calendar days' prior written notice from the Agency. These rates may be viewed on the Agency's web site at: <http://www.dts.ca.gov/customers/rates.asp?key=23>
- C. Customer agrees to pay Agency monthly upon receipt of invoice. Agency will issue monthly invoice in arrears to the Customer.

4. CUSTOMER RESPONSIBILITY

It will be the responsibility of the Customer to notify the Agency in writing within five (5) State business days after receipt/installation of goods from a vendor or other State agency (i.e., equipment, telecommunications lines, and software products). Such notification shall be sent to:

California Technology Agency Warehouse Receiving at: warehouseceiving@state.ca.gov

CUSTOMER COMPLETION FORM

CALIFORNIA TECHNOLOGY AGENCY:

CONTRACT ADMINISTRATOR:	CUSTOMER REPRESENTATIVE:
AGENCY PROCESSING ANALYST ADMINISTRATION DIVISION Y-18	CUSTOMER RELATIONS BRANCH
P.O. BOX 1810 RANCHO CORDOVA, CA 95741-1810	P.O. BOX 1810 RANCHO CORDOVA, CA 95741-1810
PHONE: (916) 431-4699 FAX (916) 733-7510 EMAIL: iaaprocessinganalyst@state.ca.gov	PHONE: (916) 431-5454 FAX (916) 454-7273

CUSTOMER:

CONTRACT ANALYST:	BILLING CONTACT:
Angie Smith	Angie Smith
ADDRESS: P.O. Box 1489 Rohnert Park, CA 94927-1489	ADDRESS: P.O. Box 1489 Rohnert Park, CA 94927-1489
PHONE: 707-585-6740 FAX 707-794-9248 EMAIL: asmith@rpcity.org	PHONE: 707-585-6740 FAX : 707-794-9248 EMAIL : asmith@rpcity.org
CONTRACT ADMINISTRATOR	TECHNICAL CONTACT:
David Rowley	David Rowley
ADDRESS: 6800 Hunter Drive Rohnert Park Ca 94927	ADDRESS: 6800 Hunter Drive Rohnert Park Ca 94927
PHONE: (707) 584-2684 FAX : EMAIL: drowley@rpcity.org	PHONE: (707) 584-2684 FAX : EMAIL : drowley@rpcity.org

PAYMENT TERMS

The Customer agrees to pay California Technology Agency (Agency) monthly in arrears upon receipt of Agency.

OPERATIONAL RECOVERY INQUIRY

The Agency offers Operational Recovery Hot Site Services. Quotations for this service will be provided by the Agency's Operational Recovery Coordinator and are based on agency individual requirements.

- A. Does your agency plan to use this service during the term of this Agreement? Yes No **X**
- B. If yes, are funds included in this Agreement for these services? Yes No
- C. If no, when will the Agreement be amended to add funds for these services? Date

In order to provide for the emergency restoration of the Customer's systems in the event of a disaster, the Customer must separately subscribe to the Operational Recovery Services offered by the Agency. If the Customer has not subscribed to these Operational Recovery Services, the Customer's operations may not be restored for a significant length of time and the Agency will not be responsible for the proper operation of the Customer's systems in the event of a disaster.