

RESOLUTION NO. 2014-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING AN AGREEMENT WITH THE STATE OF CALIFORNIA FOR INTERNET SERVICES NOT TO EXCEED \$90,000

WHEREAS, the City of Rohnert Park Municipal Code Title 3 Chapter 3.04 provides that the City's purchasing functions shall be governed by the City's purchasing policy and;

WHEREAS, internet access is needed to carry out City business for all City departments.

WHEREAS, as per the City Ordinance 843, Resolution 2012-22 internet services are available through a Cooperative Purchase Agreement with the State of California. The City is authorized to purchase from the United States of America, any state, municipality or other public corporation, or agency, without following formal purchasing procedures as defined in the Purchasing Policy No 441.1.5 Section 3.6.6.C.

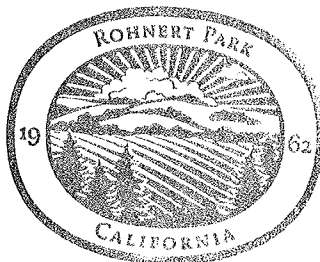
WHEREAS, Staff recommends authorizing and approving an agreement for internet services with the State of California, Department of Technology, of Rancho Cordova, California for the term of two years with the amount not to exceed \$90,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve an agreement for internet services from the following authorized vendor at or below the following amount:

<u>CONTRACTOR NAME</u>	<u>TERM</u>	<u>NOT TO EXCEED</u>
State of California Department of Technology	7-1-2014 / 7-1-2016	\$90,000

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to take all actions necessary to effectuate this agreement, including the execution of documents pertaining to the same for and on behalf of the City of Rohnert Park.

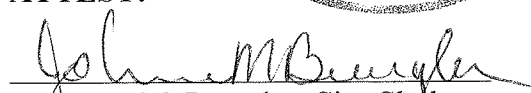
DULY AND REGULARLY ADOPTED this 13th day of May, 2014.



CITY OF ROHNERT PARK


Joseph T. Callinan, Mayor

ATTEST:


JoAnne M. Buerger, City Clerk

Attachment: Agreement

BELFORTE: ABSENT MACKENZIE: AYE STAFFORD: AYE AHANOTU: AYE CALLINAN: AYE
AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)

STATE OF CALIFORNIA
EDMUND G. BROWN, Jr., Governor

California Department of Technology
Administration Division
P.O. Box 1810
Rancho Cordova, CA 95741-1810



Date: March 15, 2013

SUBJECT: 2013/2014 AGREEMENT PACKAGE FOR NON-STATE CUSTOMERS

The California Department of Technology (Department) 2013/2014 Agreement package is available for your completion and signature. All renewals are due 60 calendar days prior to the expiration date in order to execute in a timely manner.

Annual agreements are normally established on a fiscal year basis (July 1 – June 30), however, they may cover any time period. To streamline paperwork, the Department encourages multiple year Agreements. Please note that we have significantly streamlined the IAA document. The IAA will no longer be used to document requirements for specific systems. Please contact your Account Manager or Customer Representative if your department has a need of this type. Furthermore, please be advised that if your department does not have an IAA in place, your department will not have the ability to submit Service Requests. The expiration date on all approved Agreement Packages may be extended by submitting an amendment in advance of the expiration date.

The DGS State Contracting Manual, Volume 3, Chapter 8.3.3, requires purchase documents to be signed by a county, city, district, or other local public body must be accompanied by a resolution, order, motion, or ordinance for the purchase document. Please ensure a copy of such documentation is submitted with your completed Agreement Package. Lack of such documentation will result in a delay of execution.

Please complete two **(2)** Agreement Packages with original signatures no later than 60 calendar days prior to the expiration date, and return to the IAA Processing Analyst at:

California Department of Technology
Procurement and Contracting Services Branch
Attention: IAA Processing Analyst (MS Y-18)
P.O. Box 1810
Rancho Cordova, CA 95741-1810

Once the Agreement Package is fully executed, one (1) original copy will be returned to the attention of the designated Contract Analyst (Exhibit C).

If you have any questions regarding the Agreement Package template, please contact the California Department of Technology IAA Processing Analyst at (916) 431-5089, by email at iaaprocessinganalyst@state.ca.gov, or to be redirected to the Contract Manager, clerical staff at (916) 431-5397. If you have any other questions regarding services, costs, rates, etc., please contact your Customer Representative.

J. HERRERA, Software & Personal Services Contracts Unit Manager
Administration Division

Enclosures

AGREEMENT INSTRUCTIONS

These instructions apply to agreements submitted by customers for services beginning on or after July 1, 2013.

The entire Agreement Package is available to download from the California Department of Technology web page at:
<http://www.dts.ca.gov/customers/service.asp>.

STANDARD 213 IT - STANDARD AGREEMENT FOR I.T. GOODS/SERVICES ONLY

- The Standard 213 IT is the cover page for the Agreement Package to which the exhibits are attached.
- Sections titled "NON-STATE AGENCY NUMBER" and "CONTRACTOR NUMBER," are provided for identifying purposes that pertains to the IAA.
- The term date is normally established by fiscal year (July 1 – June 30), however, a multi-year Agreement is encouraged.
- The encumbrance amount of your Agreement will be estimated based upon the California Department of Technology's current rate schedule, which can be viewed at:
<http://www.dts.ca.gov/customers/rates.asp?key=23>.

EXHIBIT A – GENERAL INFORMATION

EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS

- The California Department of Technology will render invoices monthly in arrears and the Customer agrees to pay monthly upon receipt of invoice.

EXHIBIT C – CUSTOMER COMPLETION FORM

- Contact information must be provided to the California Department of Technology for recordkeeping purposes.
- The completion of Operational Recovery Inquiry is critical information to the California Department of Technology for planning and meeting customer demand/requirements for these essential services.

STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

NON-STATE AGENCY

NON-STATE AGENCY NUMBER

CONTRACTOR NUMBER

1. This Agreement is entered into between the Non-State Agency and the Contractor named below

NON-STATE AGENCY NAME

City of Rohnert Park

(hereafter called Customer)

CONTRACTOR'S NAME

CALIFORNIA DEPARTMENT OF TECHNOLOGY

(hereafter called Contractor)

2. The term of this Agreement is: July 1st 2014 through July 1st 2016

3. The maximum amount \$ 90000.00
of this Agreement is:

4. 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

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

CALIFORNIA DEPARTMENT OF TECHNOLOGY

BY (Authorized Signature)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

JENNIFER HERRERA, Contract Manager

ADDRESS

P.O. Box 1810, Rancho Cordova, CA 95741-1810

NON-STATE AGENCY

NON-STATE AGENCY NAME

City of Rohnert Park

BY (Authorized Signature)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Darrin Jenkins

ADDRESS

130 Avram Dr.

Rohnert Park Ca.

94928

CALIFORNIA
Department of General Services
Use Only

Agreements are exempt from
DGS approval per Delegation
DIA-003

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 Department of Technology" or the "Department, 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 Department along with the cost of projected new services to be requested through the Service Request (SR) process. This Agreement shall be augmented through the Department's 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 Department of Technology (Department) 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 Department will escalate the matter with the Customer. Any costs incurred by the Department on behalf of the Customer after the expiration date will be billed to the Customer with full payment due within 30 calendar days.
- B. The Customer 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. The Customer must submit a Service Request through CSS to notify OTech of the intent to terminate services. 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 Account Lead.
- 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 Department will escalate payment issues with the Customer. Use of services and goods provided by the Department 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 Department 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 Department 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 Department for services billed in accordance with the rates specified herein.
- B. Invoices shall include the Department 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 Department's Billing Rate Schedule. The rates are subject to change upon 30 calendar days' prior written notice from the Department. These rates may be viewed on the Department's web site at: <http://www.dts.ca.gov/customers/rates.asp?key=23>
- C. Customer agrees to pay Department monthly upon receipt of invoice. Department will issue monthly invoice in arrears to the Customer.

4. CUSTOMER RESPONSIBILITY

It will be the responsibility of the Customer to notify the Department 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 Department of Technology
Warehouse Receiving at: warehouseceiving@state.ca.gov

CUSTOMER COMPLETION FORM

CALIFORNIA DEPARTMENT OF TECHNOLOGY:

CONTRACT ADMINISTRATOR:	CUSTOMER REPRESENTATIVE:
IAA PROCESSING ANALYST IT PROCUREMENT & CONTRACT SERVICES BRANCH	CUSTOMER RELATIONS BRANCH
P.O. BOX 1810, MS Y-18 RANCHO CORDOVA, CA 95741-1810	P.O. BOX 1810 RANCHO CORDOVA, CA 95741-1810
PHONE: (916) 431-5089 FAX (916) 463-9914 EMAIL: iaaprocessinganalyst@state.ca.gov	PHONE: (916) 431-5454 FAX (916) 454-7273

CUSTOMER:

CONTRACT ANALYST:	BILLING CONTACT:
Angie Smith	Catherine Colburn
ADDRESS: 130 Avram Ave. Rohnert Park Ca 94928	ADDRESS: 130 Avram Ave. Rohnert Park Ca. 94928
PHONE: 707-585-6740 FAX 707-794-9248 EMAIL: asmith@rpcity.org	PHONE: 707-585-6710 FAX : 707-794-9248 EMAIL : ccolburn@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 Department of Technology (Department) monthly in arrears upon receipt from Department.

OPERATIONAL RECOVERY INQUIRY

The Department offers Operational Recovery Hot Site Services. Quotations for this service will be provided by the Department'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 **X** 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 Department. 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 Department will not be responsible for the proper operation of the Customer's systems in the event of a disaster.