

Meeting Date: 7/26/2016

Report Type: Consent

Report ID: 2016-00754

Title: Interagency Agreement with the State of California for Internet Services

Location: Citywide

Recommendation: Pass a Resolution Ratifying Agreement # 2016-0463, Interagency Agreement between the California Office of Technology Services (OTech) and the City of Sacramento allowing the State of California (State) to use City fiber assets in exchange for City's use of State's Internet services for a not-to-exceed amount of \$117,569.

Contact: Darin Arcolino, IT Manager, (916) 808-0403; Maria MacGunigal, Chief Information Officer, (916) 808-7998, Information Technology Department

Presenter: None

Department: Information Technology

Division: IT Business Management

Dept ID:

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Agreement
- 4-Resolution

City Attorney Review

Approved as to Form
Audreyell A. Anderson
7/20/2016 12:27:17 PM

Approvals/Acknowledgements

Department Director or Designee: Darin Arcolino - 7/11/2016 3:37:13 PM

Description/Analysis

Issue Detail: Agreement #2016-0463 (the “Agreement”), an Interagency Agreement with the California Office of Technology Services (“OTech”), was executed on April 19, 2016 to provide fiber connectivity to six different State sites in exchange for the City’s use of the State’s Internet Services. OTech will reimburse the City of Sacramento for the cost the City incurs by the necessary conduit and fiber modifications needed to connect existing City infrastructure to the State’s sites (the “Project”). The total cost of the underground construction and fiber placement is estimated not to exceed \$117,569. The Agreement requires City Council approval on any transaction over \$100,000. Due to administrative oversight, the Agreement was mistakenly executed without prior approval by City Council. Ratification will effectuate the Agreement.

Policy Considerations: The proposed City Council action is consistent with the City’s policy that requires any transaction over \$100,000 to be approved by the City Council. This contract must also be approved by the City Council because it involves the City providing services to another party.

Economic Impacts: None.

Environmental Considerations: None.

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Ratification of Agreement #2016-00463 with the California Office of Technology Services and adoption of the resolution will effectuate the agreement and allow staff to setup the Project budget for the construction of the fiber connectivity to the State’s six sites. Construction is scheduled to be completed by September 2016 and fully reimbursed by the OTech.

Financial Considerations: Under the Agreement, the City will be saving over \$1 million in direct costs currently paid to third party vendors. In addition to direct cost savings, the City will receive increased internet bandwidth and improve its ability to identify and stop malicious activity before it reaches the City’s networks. This Project will be part of the Citywide Fiber Program (A07000400) and the revenue and expenditure budgets will be in Fund 3702 (CIP Reimbursable Fund) in an amount not-to-exceed of \$117,569.

Local Business Enterprise (LBE): The project associated with this agreement is in partnership with the State of California. Therefore, the City’s LBE requirements are suspended.

Background

The City of Sacramento (the “City”) and State of California (the “State”) have partnered to provide each other a savings on fiber and internet connectivity. An Interagency Agreement was signed on April 15, 2016, that will allow the City to connect six State buildings to the State network using the City’s underutilized fiber and conduit assets. In exchange, the State will provide high speed internet and security services to the City through 2026.

This partnership will benefit the City in an estimated over \$1 million taxpayer savings and improved services for more than the next decade. The City will receive Internet Service Provider and Distributed Denial of Service (“DDOS”) services. In addition, the City will benefit from increased internet speed. Specifically, the City’s internet speed will increase from a single 125 MB connection to dual 1 GB connections. This increase will not only save in third party vendor costs, but will allow the City to utilize the extra bandwidth needed to support cloud and mobile technologies. Further, the DDOS services will improve the City’s ability to identify and stop malicious activity before it reaches City networks.

Moreover, the State will save approximately \$20,000 per month or a total of \$2 million in 10 years, from making use of the City’s fiber ring to network six State buildings together instead of using high cost leased vendor circuits.

This cooperative partnership between the City and the State demonstrates our commitment to working together for the benefit of taxpayers.



City of Sacramento

Tax ID # if applicable:

Requires Council Approval: No YES Meeting:

Real Estate

Other Party Signature Needed

Recording Requested

General Information

Type: Other	PO Type: Non-Comp-Prof Service	Attachment: Supplement No.:
\$ Not to Exceed: \$		Original Doc Number:
Other Party: CALIFORNIA DEPT OF TECHNOLOGY		Certified Copies of Document::
Project Name: FIBER FOR ISP		Deed: <input checked="" type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number:	Bid Transaction #:	E/SBE-DBE-M/WBE:

Department Information

Department: Information Technology

Division: IT Business Management

Project Mgr:

Supervisor:

Contract Services: Cassy Vaioleti

Date: 4/8/16

Division Mgr: Ignacio Estevez

Phone Number: 916-808-8047

Org Number:

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:		
Accounting:		
Contract Services:	<i>Cassy Vaioleti</i>	4/15/16
Supervisor:		
Division Manager:	<i>Ignacio Estevez</i>	4/15/16

City Attorney	Signature or Initial	Date
City Attorney:	<i>[Signature]</i>	4/15/16

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Choose Director		
Department Director:	<i>MM</i>	4/19/16
City Mgr: yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing

Finalized:
Initial: *Z*
Date: *04/19/2016*
Imaged:
Initial:
Date: *4/20/16*

Received:
(City Clerk Stamp Here)

Title: Fiber for ISP
With: California Department of Technology
2016-0463

RECEIVED
CITY CLERK'S OFFICE
CITY OF SACRAMENTO
APR 19 11:18 AM '16

AGREEMENT NUMBER
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
 California Department of Technology
 CONTRACTOR'S NAME
City of Sacramento
- The term of this Agreement is: Upon Approval through 06/30/2026
- The maximum amount of this Agreement is: This is a \$0 dollar agreement
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

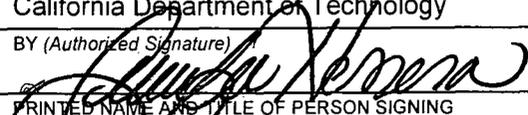
Exhibit A – Statement of Work	4 page(s)
Exhibit B – Budget Detail	2 page(s)
Exhibit C* - General Terms and Conditions	GIA 610
Exhibit D – Memorandum of Understanding	7 page(s)
Exhibit E – CDT – City Fire Ring	1 page
Exhibit F – CDT – City Network Connections	1 page

(For CDT purpose only SR XX-XXXX)

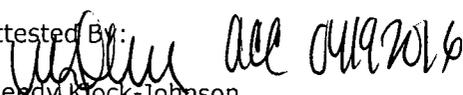
Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

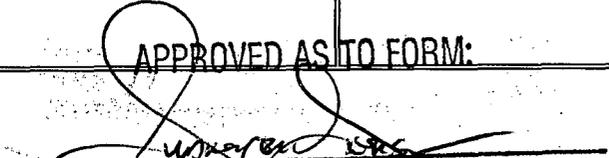
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only  2016-0463 With: California Department of Technology Title: Fiber for ISP
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Sacramento		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 4/18/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Maria MacGunigal, Chief Information Officer		
ADDRESS 915 I Street, 3rd Floor, Sacramento, CA 95814		

STATE OF CALIFORNIA		<input checked="" type="checkbox"/> Exempt per: SCM Vol 1 4.04
AGENCY NAME California Department of Technology		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 4/14/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Jennifer Herrera, Contract Manager		
ADDRESS P.O. Box 1810, Rancho Cordova, CA 95741		

APPROVED AS TO FORM:

Attested By:

 Wendy Klock-Johnson
 Assistant City Clerk


 CITY ATTORNEY

City of Sacramento and California Office of Technology Services (OTech)

Interagency Fiber Sharing Project

11/19/2015

Project Summary

City of Sacramento is working with The State of California Office of Technology Services (OTech) to provide fiber connectivity to six different sites. The sites will be connected in a ring topology using existing City fiber. Each of the six sites will have two strands of single mode fiber routed in from one side of the ring and two strands routed out to the opposite side of the ring.

Some construction will need to occur in order to connect City infrastructure to the site's building entrances. The exterior/outside construction work will be performed by City of Sacramento's Public Works Department. The fiber installation, terminations, splicing and testing will be performed by a City fiber contractor (Integrity Data & Fiber Inc. "IDF").

Scope of Work

Site: 721 Capitol Mall (DOR)

- 1) Exterior underground work will consist of trenching approximately 30 linear feet in planter in order to place a 2" PVC conduit. Trench will be between existing vegetation as shown on attached plan number T2015-002. A new number 6 box will be placed next to the traffic cabinet as shown on the plans, box to be installed as per City standard drawing No. E-210. The new box will be connected to an existing traffic box in the sidewalk using a 2" PVC conduit. Although sidewalk closures are not anticipated, City crews may close portions of the sidewalk if deemed necessary.
- 2) Once underground work is completed, City fiber contractor will upsize the exterior enclosure and connect the new underground conduit to the new enclosure. IDF will install a 1" EMT conduit from existing interior enclosure to the ceiling space. IDF will extend City outdoor fiber to the new N6 box. A separate 12 strand indoor/outdoor plenum rated cable will be pulled by IDF from the new N6 box to the equipment room/MPOE located inside 721 Capitol Mall. Cable will be installed in a new 1.25 inch plenum rated inner-duct routed in the ceiling space along the corridors (existing cable paths will be followed where available). IDF will splice the first four strands of the two cables one to one, twelve strands will be terminated in a one rack unit enclosure inside the building (OTech to provide rack space location).

Timetable

	Description of Work	Work Duration
Phase One	Underground Construction (City PW Dep.)	One to Two Days
Phase Two	Fiber Installation, Splicing & Testing (IDF)	One to Two Days
Phase Three	Ring Turn Up (OTech)	

Site: 1001 I Street (CalEPA)

- 1) No underground construction work expected.
- 2) A new 12 strand single mode fiber cable will be pulled from an existing splice point on I Street to CalEPA's MPOE located in the basement. The first four strands of the twelve strand cable will be spliced to an existing City trunk cable on I Street. The new cable will be terminated in a new one rack unit housing to be mounted on an existing rack in the CalEPA MPOE (OTech to provide rack space).

Timetable

	Description of Work	Work Duration
Phase One	Fiber Installation, Splicing & Testing (IDF)	One to Two Days
Phase Two	Ring Turn Up (OTech)	

Site: 1325 J Street (OCIO)

- 1) Exterior underground work will consist of removing a sidewalk concrete panel, exposing and intercepting existing City conduits and existing 2" building entrance conduit. A new N6 pull box will be installed in sidewalk.
- 2) A new 12 strand single mode fiber cable will be pulled from an existing splice point on J Street to 1325 J St MPOE located in the first floor. The first four strands of the twelve strand cable will be spliced to an existing City trunk cable on J Street. The new cable will be terminated in a new wall-mounted fiber housing with 12 port LC adapter panel.

Timetable

	Description of Work	Work Duration
Phase One	Underground Construction	One to Two Days
Phase Two	Fiber Installation, Splicing & Testing (IDF)	One to Two Days
Phase Three	Ring Turn Up (OTech)	

Site: 1615 Capitol Avenue (EEC)

- 1) Exterior underground work will consist of removing a sidewalk concrete panel on L Street, placing a new pull box, extending existing City conduits and two existing 4" building entrance conduits into new box. At the NE corner of 15th & L a new pull box will be placed in order to accommodate necessary fiber splicing.
- 2) A new 12 strand single mode fiber cable will be pulled from new splice location at the NE corner of 15th & L to the Equipment Room of 1615 Capitol Ave. Fiber will be routed in existing State campus conduit from the L Street entrance (1501 Capitol Ave parking) to

the demarcation point at 1615 Capitol Ave (Equipment Room). The first six strands of the twelve strand cable will be spliced to an existing City trunk cable on 15th Street. The new cable will be terminated on a 12 port fiber panel with LC connectors, panel will be installed in a new one rack unit housing mounted in an existing equipment rack (OTech to provide location).

Timetable

	Description of Work	Work Duration
Phase One	Underground Construction	Two to Three Days
Phase Two	Fiber Installation, Splicing & Testing (IDF)	One to Two Days
Phase Three	Ring Turn Up (OTech)	

Site: 4949 Broadway (DOJ)

- 1) Exterior underground work will consist of trenching across Broadway from an existing City communications box located in the south side of the street to a new pull box in the north side of Broadway. A new 2" conduit will be installed connecting the existing pull box to the new pull box and to an existing AT&T vault located on the north sidewalk.
- 2) A new 12 strand single mode fiber cable will be pulled from new splice location at the SE corner of 50th & Broadway to the Equipment Room of 4949 Broadway. Fiber will be routed in existing City conduit, new City conduit and existing State building entrance conduits. The first four strands of the twelve strand cable will be spliced to an existing City trunk cable on Broadway. The new cable will be terminated on a 12 port fiber panel with LC connectors, panel will be installed in a new one rack unit housing mounted in an existing equipment rack (OTech to provide rack location and space).

Timetable

	Description of Work	Work Duration
Phase One	Underground Construction	Two to Three Days
Phase Two	Fiber Installation, Splicing & Testing (IDF)	One to Two Days
Phase Three	Ring Turn Up (OTech)	

Site: 625 Q Street (744 P Street, OBB)

- 1) Exterior underground work will consist of the upsizing of an existing pull box located in the SW corner of 7th & Q. A 2" conduit will be installed to connect existing City conduit infrastructure on the east side of 6th Street to existing Central Plant telecom building entrance.

- 2) In order to free up conduit space for this connection an existing Transportation copper interconnect cable will be pulled out and replaced with fiber between 7th & Q and 5th & Capitol. A new 12 strand single mode fiber cable will be pulled from new splice location at the SW corner of 7th & Q to the OTech Equipment Room location inside Central Plant. Fiber will be routed in existing City conduit, new City conduit and existing State building entrance conduits. The first six strands of the twelve strand cable will be spliced to the new 48 strand cable on Q Street. The new 12 strand cable will be terminated on a 12 port fiber panel with LC connectors, panel will be installed in a new one rack unit housing mounted in an existing equipment rack (OTech to provide rack location and space).

Timetable

	Description of Work	Work Duration
Phase One	Underground Construction	Two to Three Days
Phase Two	Fiber Installation, Splicing & Testing (IDF)	One to Two Days
Phase Three	Ring Turn Up (OTech)	

Site: 1107 9th Street (CENIC)

- 1) No exterior underground or construction is anticipated.
- 2) In order to free up conduit space for this connection, existing Transportation copper interconnect cable will be pulled out and replaced with fiber between 7th & Capitol Mall and 1107 9th Street. A new 48 strand single mode fiber cable will be installed on Capitol Mall from 7th Street to 9th Street continuing north on 9th Street to 1107 9th Street (CENIC Equipment Room). Fiber will enter the building using existing conduit; if conduit capacity is not available a new conduit would be installed from the existing vault in the sidewalk to CENIC's suite. CENIC to provide one unit of rack space in order to mount new fiber housing and terminate the new fiber using LC connectors. Two strands will be spliced to the 12 strand cable from 721 Capitol Mall.

Timetable

	Description of Work	Work Duration
Phase One	Install 2" conduit if needed to CENIC suite	Two Days
Phase Two	Fiber Installation, Splicing & Testing (IDF)	One to Two Days
Phase Three	Ring Turn Up (OTech)	

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Cost Considerations

- A. The Parties agree to be responsible for their own fiber and costs of the interconnecting mechanism and/or media. No financial commitments to reimburse the other party shall be made without the written concurrence of the Parties. Modifications to either system that are necessary to support the interconnection are the responsibility of the respective system/network owners' organization. This IAA does not authorize, require, nor preclude any transfer of funds without the written agreement of the Parties. The Parties agree that each Party shall pay its own fees, costs and expenses, and those of its agents, independent contractors, and consultants, in connection with this IAA, including without limitation any legal fees, except as expressly specified herein or otherwise agreed upon in writing by the Parties.

2. Budget Contingency Clause

- A. It is mutually understood between the Parties that this Agreement may have been written before ascertaining it is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both Parties in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of the Agreement.
- C. It is mutually agreed that if Congress or the California State Legislature does not appropriate sufficient funds for the program, the State has the option to terminate the Agreement in accordance with Section 6 or to amend this Agreement to reflect any reduction in funds.

3. Payment

- a. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.
- b. California Department of Technology to reimburse City of Sacramento for the cost incurred by the necessary conduit and fiber modifications needed to connect existing City infrastructure to the sites listed above in the "understanding" section. Initial cost for the underground construction and fiber placement is estimated at \$117,568.04, actual cost may vary and shall be covered by California Department of Technology.

- c. City of Sacramento shall pay for 100% of the engineering costs for connecting the several California Department of Technology sites. These costs shall include the design, plans, specifications, and construction project coordination. Estimated engineering cost is \$40,150 for all seven sites.

EXHIBIT - D

TERMS AND CONDITIONS FOR EXCHANGE OF SERVICES

This Inter Agency Agreement (IAA) is the agreement which defines the terms and conditions for exchange of services (as described below) between City of Sacramento, a charter municipal corporation ("City"), and the State of California Department of Technology ("OTech"). The City and the OTech may be referred to herein, individually as "Party," and collectively as the "Parties." The purpose of this IAA is to document the understandings, actions, and decisions agreed upon by the Parties mentioned above to provide a framework for any future binding contract regarding an exchange of connectivity services as further described below between the Parties.

RECITALS

- A. Whereas, OTech owns and operates the California Government Enterprise Network ("CGEN") as required by Assembly Bill 2408 and California State policy, of which CGEN is comprised of CALNET and State of California fiber assets;
- B. Whereas, OTech desires to expand CGEN Fiber Ring Services ("CGEN-FRS") by using the City's Dark Fiber Optic System (as described below);
- C. Whereas, City owns and maintains a system of conduits, dark fiber optic cables, and associated equipment within the city limits of Sacramento, (the "City's Fiber Optic System") and may have excess dark optical fibers in its Dark Fiber Optic System;
- D. Whereas, the City is willing to permit, non-exclusive, revocable access to OTech to use certain dark optical fibers as described in Exhibit E to expand CGEN-FRS by connecting nearest California State facilities with the City's Dark Fiber Optic System;
- E. Whereas, in exchange for such use, City desires to use OTech's CGEN for Internet Service Provider ("ISP") connectivity; and
- F. Whereas, OTech is willing to permit City to use CGEN for the above stated purposes,

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into the operative provisions of this IAA by this reference, the Parties hereto agree as follows:

AGREEMENT

1. Definitions.

- a. "Calendar Days" shall mean any day of the week, including weekends and City or California State Holidays.
- b. "Conduit" shall mean a structure, usually underground containing one or more single enclosed raceways for wire conductors or fiber optic cables.
- c. "Dark Fiber" shall mean one or more strands of the optical fiber that is currently in place but is not being used, and is capable of the transmission of information and voice data via electromagnetic waves in the light spectrum once attached to the proper transmission and receiving equipment.
- d. "Fiber Optic System" shall mean the optical fiber infrastructure that is currently in place (as generally described in Exhibit E), or scheduled for installation as identified in this IAA, and which is capable of the transmission of information and voice data via electromagnetic waves in the light spectrum, including all necessary associated transmission and receiving equipment.

EXHIBIT - D

- e. **"New Connections"** shall mean the new conceptual model that defines the structure, behavior and more views of a network system.
 - f. **"System Architecture"** shall mean fiber connections not listed under section 2 or 3 of the IAA.
2. **Implementation of CGEN-FRS.** The plan for implementing OTech's CGEN-FRS via the City's Dark Fiber Optic System is outlined below and in Exhibit E:
- a. Two strand single mode fiber optic cable originating from Minimum Point of Entry ("MPOE") inside 714 P Street to MPOE inside 721 Capitol Mall.
 - b. Two strand single mode fiber optic cable originating from MPOE inside 721 Capitol Mall to MPOE inside 1001 I Street.
 - c. Two strand single mode fiber optic cable originating from MPOE inside 1001 I Street to MPOE inside 1325 J Street.
 - d. Two strand single mode fiber optic cable originating from MPOE inside 1325 J Street to MPOE inside 1615 Capitol Mall.
 - e. Two strand single mode fiber optic cables originating from MPOE inside 1615 Capitol Mall to MPOE inside 4949 Broadway.
 - f. Two strand single mode fiber optic cables originating from MPOE inside 4949 Broadway to MPOE to 625 Q Street (714 P Street, OB8).
 - g. Two strand single mode fiber optic cables at Corporation For Education Network Initiatives ("**CENIC**") 1107 9th St, Sacramento.
 - h. The SPAN paths, the path for fiber connectivity, need to be physical redundant, loops and overlapping needs to be avoided.
 - j. Connectivity to OTech for ISP services.
3. **Implementation of ISP Services.** The plan for implementing ISP Services to the City is outlined below:
- a. OTech will provide ISP and Distributed Denial of Service ("**DDOS**") services to the City for the sole purpose of "government" network traffic.
 - b. ISP Services will connect at both 1615 Capitol Mall and 714 P Street over City maintained fiber optic cable.
 - c. ISP dedicated bandwidth will be 1 Gbps over each link.
4. **Parties Roles and Responsibilities.**
- a. **OTech**
 - i. Provide the City direction and supporting documentation for the Service Request(s) necessary to implement and operate the new managed ISP services.
 - ii. Work with the City to establish an installation plan and implementation schedule that best suits the City.
 - iii. Coordinate all service installations and installation activity.
 - iv. Provide the City with a single-point-of-contact ("**SPOC**") for all service and support issues.
 - b. **City**

EXHIBIT - D

- i. Prepare and submit all Service Request(s) to OTech as the City determines is necessary to support and maintain ISP Services.
- ii. Commit to an agreed upon schedule and project timelines provided in Exhibit E. The project's schedule must be defined before any work is done pursuant to the IAA.
- iii. Provide OTech with a SPOC for all service and support issues, see Exhibit F.
- iv. Provide a dedicated engineering resource to work with OTech and vendors during migration activities.
- v. Coordinate with OTech the implementation of FRS connectivity to City's dark Fiber Optic System as documented under Exhibit E.

5. Service Level Availability.

- a. **City's Service Level Availability Representations and Warranty.** During the term of this Agreement, the City agrees when feasible, to respond to any outage within four (4) hours, and to notify the OTech of the estimated time to restore its Fiber Optic System. If the fiber optic problems cannot be eliminated and/or the system repaired within a few hours from the time the City repair crews arrive on site, City will work diligently toward restoration of service in a timely manner.
- b. **OTech's Service Level Availability Representations and Warranty.** Please refer to California Government Enterprise Network (CGEN) Service Availability Plan at: <http://www.otech.ca.gov/pdf/Services/CGEN-Service-Availability-Plan-20140403.pdf>.
- c. **City's Fiber Optic System Maintenance.** The City shall perform Underground Signal ("USA") markings related to Fiber OB8, DOR (California Department of Rehabilitation), CalEPA (California Environmental Protection Agency), OCIO (Office of the State Chief Information Officer), EEC, DOJ (California Department of Justice), CENIC.
- d. **Repair or Maintenance Liability.** The City shall maintain and repair the fiber connection between the City's Dark Fiber Optic System and the expansion of CGEN-FRS identified in Exhibit E, at the City's sole cost and in accordance with City specifications and requirements, provided that such need of repair or maintenance is not caused by OTech, its employees, or agent's acts or omissions. The City shall pay the cost of repair of damage to all or any portion or any strand of Fiber identified in Exhibit E, including, without limitation, improper or unmarked USA markings, provided that such repairs or damages are not caused by the OTech, its employees, or agent's acts or omissions. The City shall be entitled to recover the cost of repair from responsible third parties (e.g., construction contractors), but the inability to obtain such recovery does not excuse the City's repair obligations hereunder. If repair or maintenance is caused in part by the acts or omissions of OTech, its employees or agents, and in part by the City or a third party, then OTech shall be responsible for the cost of repair or maintenance on a pro rata basis according to the degree of fault of each Party. If repair or maintenance is caused by the acts or omissions of OTech, its employees or agents, then OTech shall be responsible for the cost of repair or maintenance.

EXHIBIT - D

6. Changes.

- a. **Material Changes to Configuration.** The initiating Party shall notify their counterpart of any planned technological changes to the System Architecture before such changes are implemented. The initiating Party agrees to conduct a risk assessment (“RA”) based on the proposed System Architecture and to modify and re-sign the IAA within thirty (30) calendar days prior to implementation. The Parties should exercise due diligence by reviewing the RA.
- b. **New Connections.** The initiating Party shall notify the other party at least thirty (30) calendar days in advance.

7. Communications.

- a. **Formal Communication.** Frequent formal communication is essential to ensure the successful management and operation of the fiber. The Parties agree to maintain open lines of communication between designated staff at both the managerial and technological levels. “Formal Communication” shall include, without limitation, email and official written correspondence. Please refer to the Non-State Amendment process found at: <http://www.otech.ca.gov/docs/services/Non-State-Amendment-2014.doc>.
- b. **Designated Staff.** The Parties agree to designate and provide contact information for managerial and technological leads for their respective systems, and to facilitate direct contact between the leads to support the management and operation of the interconnection. In the event that the leads of either Party change, the other Party shall be informed within five (5) calendar days:
 - i. **The Parties Managerial and Technological Leads.** The Parties managerial and technological Leads for this IAA are indicated directly below this provision. Any notice, demand, request, consent, questions, or approval that either party hereto may or is required to give the other pursuant to this IAA shall be in writing and shall be either personally delivered or sent by first class mail, postage pre-paid, addressed as follows:

TO CITY:

ATTN: Darin Arcolino, IT Manager (City’s Managerial Lead)
Or Manuel Martinez, IT Supervisor (City’s Technological Lead)
City of Sacramento
915 I Street, 3rd Floor
Sacramento, CA, 95814

EXHIBIT - D

TO OTech:

ATTN: OTech Service Desk
Service.desk@State.ca.gov
916-464-4311

- c. **Required Immediate Communication.** It is imperative that there is immediate communication in the event of the following:
- i. **Security Incidents.** The Parties designated technical leads shall immediately notify their counterparts when a security incident(s) is detected, so the other Party may take steps to determine whether its system has been compromised and to take appropriate security precautions.
 - ii. **Disasters and Other Contingencies.** The Parties designated technical leads shall immediately notify their counterparts by telephone or e-mail in the event of a disaster or other contingency that disrupts the normal operation of their respective system.

8. **Permit and Construction.**

- a. **Permits.** The Parties shall obtain at their sole and exclusive expense, all local approvals and permits and other City, County, State, or Federal Permits as are necessary to complete the obligations set forth in this IAA. This IAA shall not be construed to be a waiver of any requirement, fee, or procedure required to obtain any such permit or approval.
- b. **Construction Standards.** The Parties shall follow all established procedures for performing work on the property of any other Party, including approval of plans, specifications and design, inspections, warranties, and bonds.

9. **Term and Termination/Cancelation.** The term of this IAA is ten (10) years with two (2) optional five (5) year extensions, exact dates identified on the State of California Standard Agreement Form, STD 213 (Rev 06/03). Both extensions are subject to the parties' written agreement to extend this IAA. The Parties shall conduct an independent review of this IAA annually. If there are any proposed amendments or changes, such proposed amendments or changes shall be executed only upon mutual written agreement by the Parties. In the event the fiber in Exhibit E is decommissioned, this IAA shall expire without further action. If one or both of the Parties wish to terminate this IAA prematurely, they may do so upon two (2) years advance written notice.

EXHIBIT - D

10. Security.

a. The Parties shall:

- i. Agree to work together to ensure the joint security of the fiber and the data on the carrier. The Parties certify that it is operating in compliance with all relevant laws, policy, and procedures.
- ii. Agree to maintain the highest level of security possible to ensure the risk and magnitude of the harm that could result from the loss, misuse, or modification of the fiber or data transported on the fiber is minimized.
- iii. Be responsible for implementing best practice security measures to protect their systems from compromise originating from the other Party's system.

11. **Governing Laws and Jurisdiction.** This IAA shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this IAA shall be brought in Sacramento County, California.

12. **Status of Parties.** There is no agency, joint venture, franchise, or other similar relationship between the Parties under this IAA or other related activities. Notwithstanding anything contained herein, the staff of each Party will continue to be entirely and exclusively under the direction, supervision, and control of the employing Party. Neither Party shall have the right, power, or authority to obligate or bind the other Party in any manner whatsoever, without the other Party's prior written consent.

13. **Non-Exclusivity.** The relationship between the Parties is non-exclusive. Neither Party will be precluded from entering into similar agreements with other parties. Nothing in this IAA, including any exhibits, requires either Party to refrain from offering, acquiring, selling, licensing, promoting, or developing other services, platforms or products that compete with the services, platforms, or products that are subject of the relationship contemplated by this IAA.

14. **Entire Agreement.** This IAA and its attached exhibits (Exhibit A,B,D,E,F) constitute the entire agreement between the Parties with respect to its subject matter and merge all prior and contemporaneous communications, both written and oral. This IAA shall not be modified except by a written agreement signed by both Parties.

15. **Assignment of IAA.** The Parties to this IAA may not assign the privileges or obligations of this IAA.

16. **Waiver.** The waiver at any time by any Party of any of its rights with respect to a default or other matter arising in connection with the IAA shall not be deemed a waiver with respect to any subsequent default or other matter.

17. **No Third Party Beneficiaries.** Nothing in this IAA is intended to or shall confer upon any person, other than the Parties, any rights or remedies hereunder.

EXHIBIT - D

18. **Dispute Resolution.** With respect to any breach or dispute arising under this IAA, the Parties shall meet and attempt, in good faith and using their best and reasonable efforts, to resolve the same prior to the commencement of litigation.

19. **IAA Not Binding.** The Parties intend, understand, and acknowledge that this IAA is not a binding or legally enforceable agreement, but rather this IAA is intended to memorialize the common understanding and intent of the Parties with respect to the matters herein. The Parties would like to work together to further the goals expressed in this IAA, but, except as set forth below, have no intent of imposing legally enforceable obligations upon one another. To clarify, this IAA does not represent or create any legally binding or enforceable right or obligation of either party, including, but not limited to, the obligation to enter into any definitive agreement or to include any particular, term or condition in any future definitive agreement, unless otherwise agreed to in writing by the Parties.

20. **Warranty of Contracting Authority.** The signers of this IAA have the capacity and are authorized to execute this IAA as the representatives of their respective Parties, and to bind said Parties to the terms hereof.



NO	Facility
1	OBB
2	DOR
3	CalEPA
4	OCIO
5	EEC
6	DOJ
7	CENIC

EXHIBIT - F
CITY NETWORK CONNECTIONS

Locaiton	DGS/Private Building Manager and contact information		
744 P Street Sacramento	James Beesley (acting Building Manger), Bob Hugget, Chief Engineer	916-825-0003, 916-869-4414	James.Beesley@dgs.ca.gov Bob.Huggett@dgs.ca.gov
721 Capitol Mall Sacramento	Kevin Mayugba Pedro Sanchez	916-416-6298	Kevin.Mayugba@dgs.ca.gov
1001 I Street Sacramento	City of Sacramento, IT, TIS	(916) 808-8564	psanchez@cityofsacramento.org
1325 J Street Sacramento	Colliers International. Lisa Wilson	(916) 492-1648	
1615 Capitol Ave Sacramento	Jordan Junio	916-870-2348	Jordan.Junio@dgs.ca.gov
4949 Broadway Sacramento	John Dollar	916-869-3415	John.Dollar@dgs.ca.gov
1107 9th St, Sacramento	UC Davis POC Remains the same.		
Shing 344 North 7th Street	Manger TBD, Bill Haubrich for Survey cor 916-275-7708		Bill.Haubrich@dgs.ca.gov
Shing - Tail	Manger TBD, Bill Haubrich for Survey cor 916-275-7708		Bill.Haubrich@dgs.ca.gov
1050 Richards Blvd.	Manger TBD, Bill Haubrich for Survey cor 916-275-7708		Bill.Haubrich@dgs.ca.gov
1616 Capitol Ave	Jordan Junio	916-870-2348	Jordan.Junio@dgs.ca.gov

EXHIBIT - F
CITY NETWORK CONNECTIONS

NOTE:

Coordinate with Jerry Piotrowski (Access Point to 625 P Street) to get access to 744 P Street. The City is bringing in City fiber to 625 Q Street (Central Plant) and then extending to 744 P using existing State fiber, no construction happening at 744 P.

/16)

City of Sacramento Building

) Contact information provided by Bill Haubrich

2/8/2016

Pedro Sanchez and City of Sacramento Staff to use same CENIC contacts from UC Davis to access the building.

RESOLUTION NO. 2016 –

Adopted by the Sacramento City Council

July 26, 2016

RATIFYING INTERAGENCY AGREEMENT WITH THE STATE OF CALIFORNIA FOR INTERNET SERVICES

BACKGROUND

- A. The City of Sacramento (the “City”) and State of California (the “State”) have partnered to provide each other a savings on fiber and internet connectivity.
- B. An Interagency Agreement (#2016-0463) was executed on April 19, 2016, that will allow the City to connect six State buildings to the State network using the City’s underutilized fiber and conduit assets. In exchange, the State will provide high speed internet and security services to the City through 2026 (“Citywide Fiber Program”).
- C. This partnership with the State will benefit the City in an estimated over \$1 million taxpayer savings and improved services over the next decade. The City will receive Internet Service Provider and Distributed Denial of Service services. The State will save approximately \$20,000 per month or a total of \$2 million in 10 years, from utilizing the City’s fiber ring instead of high cost leased vendor circuits.
- D. The total cost for the underground construction and fiber placement is estimated not to exceed \$117,569 and shall be reimbursed by California Department of Technology.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Council ratifies the Interagency Agreement with the State of California for internet services executed on behalf of the City Manager on April 19, 2016.
- Section 2. The revenue and expenditure budgets for the Citywide Fiber Program (A07000400) are established in Fund 3702 (CIP Reimbursable Fund) in the amount of \$117,569.
- Section 3. The Interagency Agreement with the State of California for internet services described in Section 1 is attached as Exhibit A and made part of this Resolution.

