		Agenda Item No	**C-5**
DATE SUBMITTED	06/12//2015	CITY COUNCIL ACTION	(X)
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	City Manager .	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	06/17/2015	ORDINANCE 2ND READING	( )

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: **AGREEMENT BETWEEN CITY OF IMPERIAL AND AT&T FOR CALNET III VOICE AND DATA SERVICES.**

1. APPROVAL OF CONTRACT BETWEEN THE CITY OF IMPERIAL AND AT&T FOR TRANSITION TO CALNET III STATE CONTRACT.

DEPARTMENT INVOLVED City Manager

BACKGROUND/SUMMARY:

The City has piggy backed on State of California contract for various phone services (Calnet II). In order for the City to avail itself of continued advantageous pricing, it must approve participation in Calnet III. Documentation must be filed with AT&T prior to June 30, 2015.

FISCAL IMPACT:

STAFF RECOMMENDATION: City Council approval of contract

MANAGER'S RECOMMENDATION: MANAGER'S INITIALS *MDB*

MOTION:

SECONDED:	APPROVED	( )	REJECTED	( )
AYES:	DISAPPROVED	( )	DEFERRED	( )
NAYES:				
ABSENT:	REFERRED TO:			

AUTHORIZATION TO ORDER UNDER STATE CONTRACT

AT&T and the State of California ("State") have entered into a Contract for CALNET 3 Statewide Contract A (SWC-A), **C3-A-12-10-TS-01**, for the following Subcategories and terms. The State may, at its sole option, elect to extend the Contract term for up to the number of additional periods of one (1) year each as indicated below.

Subcategory	Contract Award	Contract End	1 year Optional Extensions
1.1 Dedicated Transport	November 15, 2013	June 30, 2018	2
1.2 MPLS, VPN and Converged VoIP	November 15, 2013	June 30, 2018	2
1.3 Standalone VoIP	November 15, 2013	June 30, 2018	2
1.4 Long Distance Calling	November 15, 2013	June 30, 2018	2
1.5 Toll-Free Calling	November 15, 2013	June 30, 2018	2
1.6 Legacy Telecommunications	November 15, 2013	June 30, 2017	3

Pursuant to the Contract, which is incorporated herein by reference, any public agency, as defined in Government Code section 11541, is allowed to order services and products ("Services") solely as set forth in the Contract.

A non-State public Entity (herein "Non-State Entity") shall also be required to complete and submit this Authorization to Order (ATO) Under State Contract prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Entity are fully set forth in the Contract. Access to the Contract is available at http://www.otech.ca.gov/stnd/calnet3/.

City of Imperial ("Non-State Entity") desires to order Service(s), and Contractor agrees to provide such Service(s), as identified in the State of California, Telecommunications Service Request (Form. 20), pursuant to the terms and conditions and rates contained in the Contract.

E-Rate Customers

Only complete if applying for E-Rate funding:

Insert Non-State Entity Name here intends to seek Universal Service Funding (E-Rate) for eligible services provided under this ATO.

The Service(s) ordered under this ATO shall commence **Insert month, day, year** ("Service Date"). Upon the Service Date, this ATO supersedes and replaces any applicable serving arrangements between Contractor and Non-State Agency for the Service(s) being ordered under this ATO.

This ATO shall become effective upon execution by Non-State Entity, Contractor, and the Office of Technology Services, Statewide Telecommunications and Network Division (OTech/STND). No Service(s) shall be ordered by Non-State Entity or provided by Contractor until this ATO has been executed by both parties and approved by OTech/STND.

By executing this ATO, Non-State Entity agrees to subscribe to the selected services, and Contractor agrees to provide selected services, in accordance with the terms and conditions of this ATO and the Contract. Upon execution of this ATO by Non-State Entity and Contractor, Contractor shall deliver this ATO to OTech/STND for review and approval. The State may, at its sole discretion, revoke any applicable previously approved ATO.

The OTech/STND will provide Contract management and oversight, and upon request by the Non-State Entity or Contractor, will advocate resolving any Contract service issues. The ATO, and any resulting Form 20, is a Contract between the Non-State Entity and the Contractor. The State will not represent the Non-State Entity in resolution of litigated disputes between the parties.

Non-State Entity may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract, by providing the Contractor with thirty (30) calendar days' of written notice of cancellation. This ATO shall not exceed the term of the CALNET 3 Contract.

Non-State Entity, upon execution of this ATO, certifies that Non-State Entity understands that Contractor and the State may, from time to time and without Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Entity receives from Contractor.

Non-State Entity, upon execution of this ATO, certifies that it has reviewed the terms and conditions, including the rates and charges, of the Contract.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State, pursuant to provisions of the Contract.

All Service(s) ordered under this ATO will be submitted using the Form 20, signed by the Non-State Entity's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a Form 20, noting changes. The Non-State Entity understands that Form 20s are subject to review by the CALNET 3 CMO to ensure contract compliance.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that the Contractor shall provide CALNET 3 CMO all data, reports, and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract.

Non-State Entity may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract and selected below. Contractor shall bill Non-State Entity, and Non-State Entity shall pay Contractor according to the terms and conditions and rates set forth in the Contract for such Service(s).

Whenever any notice or demand is given under this Contract to Contractor or Non-State Entity, the notice shall be in writing and addressed to the following:

Non-State Entity:

City of Imperial
420 South Imperial Avenue
Imperial, CA 92251
Attn: Marlene D Best, City Manager
(760) 355-4373
mbest@cityofimperial.org

Contractor:

AT&T
2700 Watt Avenue, Room 1213
Sacramento, CA 95821
Attn: Contract Program Manager

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) State business days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives:

NON-STATE ENTITY	CONTRACTOR
By: Authorized Signature	**By: Authorized Signature**
Printed Name and Title of Person Signing Marlene D Best, City Manager	**Printed Name and Title of Person Signing**
Date Signed:	**Date Signed:**

Approved By:
State of California
Department of Technology,
Statewide Telecommunications and Network Division

By: Authorized Signature:
Printed Name and Title of Person Signing:
Date Signed:

City of Imperial

Select services for

Selected Services	AT&T C3-A-12-10-TS-01	Customer Initials
☒	Dedicated Transport Subcategory 1.1	
☒	Multi-Protocol Label Switching (MPLS) Subcategory 1.2	
☒	Standalone Voice over Internet Protocol (VoIP) Subcategory 1.3	
☒	Long Distance Calling Subcategory 1.4	
☒	Toll Free Calling Subcategory 1.5	
☒	Legacy Telecommunications Subcategory 1.6	

AUTHORIZATION TO ORDER UNDER STATE CONTRACT

AT&T and the State of California ("State") have entered into a Contract for CALNET 3 Statewide Contract B (SWC-B), **C3-B-12-10-TS-01**, for the following Category/Subcategories and terms. The State may, at its sole option, elect to extend the Contract term for up to the number of additional periods of one (1) year each as indicated below.

Category/Subcategory	Contract Award	Contract End	1 year Optional Extensions
2 Network Based Web Conferencing	March 26, 2014	June 30, 2018	2
3 Metropolitan Area Network (MAN) Ethernet	March 26, 2014	June 30, 2018	2
4.2 SONET – Point-to-Point Connectivity	March 26, 2014	June 30, 2018	2
5 Managed Internet Services	March 26, 2014	June 30, 2018	2
6.1 Hosted IVR/ACD Services	March 26, 2014	June 30, 2018	2
7 Network Based Managed Security	March 26, 2014	June 30, 2018	2

Pursuant to the Contract, which is incorporated herein by reference, any public agency, as defined in Government Code section 11541, is allowed to order services and products ("Services") solely as set forth in the Contract.

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City of Imperial ("Non-State Entity") desires to order Service(s), and Contractor agrees to provide such Service(s), as identified in the State of California, Telecommunications Service Request (Form. 20), pursuant to the terms and conditions and rates contained in the Contract.

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Only complete if applying for E-Rate funding:

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Non-State Entity:

City of Imperial
420 South Imperial Avenue
Imperial, CA 92251
Attn: Marlene D Best, City Manager
(760) 355-4373
mbest@cityofimperial.org

Contractor:

AT&T
2700 Watt Avenue, Room 1213
Sacramento, CA 95821
Attn: Contract Program Manager

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IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives:

NON-STATE ENTITY	CONTRACTOR
By: Authorized Signature	**By: Authorized Signature**
Printed Name and Title of Person Signing Marlene D Best, City Manager	**Printed Name and Title of Person Signing**
Date Signed:	**Date Signed:**

Approved By:
State of California
Department of Technology,
Statewide Telecommunications and Network Division

By: Authorized Signature
Printed Name and Title of Person Signing
Date Signed:

City of Imperial

Select services for

Selected Services	AT&T C3-B-12-10-TS-01	Customer Initials
☒	Network Based Web Conferencing Category 2	
☒	Metropolitan Area Network (MAN) Ethernet Category 3	
☒	SONET – Point-to-Point Connectivity Subcategory 4.2	
☒	Managed Internet Services Category 5	
☒	Hosted IVR/ACD Services Subcategory 6.1	
☒	Network Based Managed Security Category 7	