

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

Agree. 99-189

MARCH 16, 1999

**FROM: ELIAS S. CORTEZ, CHIEF INFORMATION OFFICER
INFORMATION SERVICES DEPARTMENT**

SUBJECT: NETWORK DATA SERVICES FOR CITY OF REDLANDS

RECOMMENDATION: Approve agreement with the City of Redlands to provide Internet and Email services.

BACKGROUND INFORMATION: The Information Services Department (ISD) operates the County's wide area network (WAN) which provides information services, e.g. Internet and Email services, to County departments and to other public entities by contract. The City of Redlands has requested use of the County's Internet and Email services. The City's Fire Department already has a County WAN connection to which the City Office can connect their LAN to provide the Internet and Email services. Each Internet connection incurs a \$13.00 monthly charge and each email address incurs a \$6.00 monthly charge. There is no additional facility charge for the use of the existing WAN connection. The City anticipates that services will, for the most part, be requested at the beginning of July, 1999, but will increase gradually over time.

Since the City has also expressed an interest in having the County host the City's Web Site on its Web Server, an option for this service with labor is included in the agreement. The cost for this service will be \$500 per year and the actual costs for domain name registration.

The City has acknowledged that the services and products provided under this agreement are rendered without any Year 2000 Compliance warranty.

REVIEW BY OTHERS: This agreement was reviewed by Deputy County Counsel Jean-Rene Basle for legal form and Risk Management concerns on November 28, 1998, and by the County Administrative Office.

FINANCIAL IMPACT: These contract services are accounted for in Information Services Internal Service Fund (IAJ) for systems support. Revenue for FY 1999/00 is estimated at \$5,500. There is no local cost impact from this agreement.

SUPERVISORIAL DISTRICT(S): Third

PRESENTER: Dave Seidel, Chief, Network Services, 387-3300.

cc: ISD--Judy Cline w/agree.
City of Redlands w/agree. c/o ISD
Auditor w/agreement
SBD w/agreement
Risk Management
File w/agreement

mll

Record of Action of the Board of Supervisors

**AGREEMENT NO. 99-189
APPROVED BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO**

MOTION	<u>MOVE</u>	<u>AYE</u>	<u>SECOND</u>	<u>AYE</u>	<u>AYE</u>
	1	2	3	4	5

EARLENE SPROAT, CLERK OF THE BOARD

BY

DATED: March 16, 1999

ITEM 044

**FOR COUNTY USE ONLY**

E	X	New	Vendor Code		SC	Dept.	A	Contract Number	
M		Change				IAJ		99-189	
X		Cancel							
County Department					Dept.		Orgn.		Contractor's License No.
Information Services Department					ISD		SSD		
County Department Contract Representative					Ph. Ext.		Amount of Contract		
Judy Cline					3872326				
Fund	Dept.	Organization	Appr.	Obj/Rev	Source	Activity	GRC/PROJ/JOB Number		
IAJ	SSD	SSD		9800					
Commodity Code				FY	Estimated Payment Total by Fiscal Year				
					Amount	I/D	FY	Amount	I/D
Project Name									
INTERNET AND EMAIL SVCS									

County of San Bernardino
F A S
STANDARD CONTRACT

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

CITY OF REDLANDS

hereinafter called CUSTOMER

Address

P.O. BOX 3005

REDLANDS, CA 92373 ATTN: MIKE KELLEY, DATA PROCESSING

Phone

Birth Date

798-7524

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

I. SERVICES TO BE PROVIDED:

The County's Information Services Department (ISD) shall provide the services as described in Exhibit A, "Services and Charges", attached hereto.

II. SERVICE CONDITIONS:

- A. ISD reserves the right to subcontract for all or part of any services provided under this agreement. ISD assumes no liability for failure to provide, or delay in providing services under this agreement due directly or indirectly to causes beyond the control of ISD or other designated repair facility.
- B. The Customer is responsible for the coordination of the isolation and resolution of all problems involving hardware and software not included under this agreement.
- C. **CUSTOMER ACKNOWLEDGES THAT THE SERVICES OR PRODUCTS PROVIDED BY COUNTY ARE WITHOUT WARRANTY OF ANY KIND AS TO BEING "YEAR 2000 COMPLIANT".** As used herein, the term "Year 2000 Compliant" shall mean that the services and products would continue to perform the same functions and provide the same level of accurate information and calculations during the years 1999, 2000, and thereafter as it did prior thereto.
- D. The Customer is responsible for acquiring any client access licenses required for Exchange Email.

III. TERM

This agreement shall become effective upon the date of its execution by the San Bernardino County Board of Supervisors. This agreement shall remain in effect until the County or the Customer, at the sole discretion of either, terminates the agreement by giving thirty (30) days written notice to the other. Any such termination date shall coincide with the end of a calendar month. Neither party shall incur any liability to the other by reason of such termination. Such termination shall not relieve Customer of any financial obligation assumed as part of this agreement.

IV. PAYMENT

Service rates are set forth on Exhibit A, "Services and Charges". ISD shall bill Customer monthly, and shall be the County administrator of this agreement. Payments shall be due within forty-five (45) days of invoice date. Failure to remit monthly payment when due, may be a breach of this agreement, and all services provided herein shall be terminated, at County's option, upon such breach. Payment address is:

Information Services Department
670 E. Gilbert Street, First Floor
San Bernardino, CA 92415-0915
Attn: Fiscal and Personnel Services

V. AMENDMENTS

This agreement may be amended for a change in service levels or for rate change(s) adopted as part of the County's budget. To effect such an amendment, County will provide Customer a revised Exhibit A incorporating such change(s) which shall be signed by Customer and returned to County. Service level changes shall become effective on the date upon which they occur, rate change(s), however, shall become effective on July 1 of the County's fiscal year (July 1 through June 30) in which such rate change(s) is adopted as part of the County's budget. In the event of service level or rate changes, Customer's subsequent invoice shall be adjusted in accordance with the change(s), on a prorated basis, as necessary.

VI. INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Customer's acts, error or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

VII. GENERAL TERMS AND CONDITIONS

- A. All Exhibits attached hereto are an integral part of this agreement and are incorporated by reference.
- B. All notices or demands required or permitted to be given or made hereunder shall be in writing and shall be deemed duly given:
 - 1. Upon actual delivery, if delivery is by hand; or
 - 2. Upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile; or
 - 3. Three days following delivery in the First Class United States mail. Each such notice is to be sent to the respective party at the address indicated below or to any other address or person that the respective party may designate by written notice delivered pursuant hereto:

Customer: City of Redlands
P.O. Box 3005
Redlands, CA 92373
Attn: Mike Kelley, Data Processing

County: Information Services Department
670 E. Gilbert Street, First Floor
San Bernardino, CA 92415-0915
Attn: Fiscal and Personnel Services

- C. This agreement, or any interest herein, including any claims for monies due with respect thereto, shall not be assigned, and any such assignment shall be null and void.
- D. No waiver of a breach of any provision of this agreement shall constitute a waiver of any other breach, or of such provision. Failure of Customer or County to enforce at any time, or from time to time, any provision of this agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- E. The invalidity in whole or in part of any provisions of the agreement shall not void or affect the validity of any other provision.
- F. This agreement shall be governed by the laws of the State of California and constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions and preliminary understanding. This agreement may be amended as the County and Customer mutually agree in writing. Any such amendment must be signed/approved by authorized representatives of the County and Customer.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on the date set forth below their respective signature.

COUNTY OF SAN BERNARDINO

► Jon D. Mikels
Chairman, Board of Supervisors

Dated MAR 16 1999

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Clerk of the Board of Supervisors of the County of San Bernardino.

By Mary Anne Leavelle
Deputy

Approved as to Legal Form

► John P. ...
County Counsel

Date 11/24/98

Reviewed as to Affirmative Action

► _____

Date _____

CITY OF REDLANDS

(State if corporation, company, etc.)

By ► William E. Cunningham
(Authorized Signature)

Dated February 2, 1999

Title William E. Cunningham, Mayor

P. O. Box 3005

Address Redlands, CA 92373

Attest: Lorrie Poyzer
City Clerk

Reviewed for Processing

► _____
Agency Administrator/CAO

Date _____

EXHIBIT A

SERVICES AND CHARGES As of July 1, 1998

SERVICES TO BE PROVIDED BY COUNTY

CHARGES (Per User)

	<u>Monthly</u>	<u>Non-</u>
	<u>Recurring</u>	
1) Internet Access	\$13.00	\$ -0-
2) Email	\$ 6.00	\$ -0-
USER	TOTAL COST PER	\$ -0-

OTHER SERVICES AVAILABLE

- Labor Services
- Web Site Hosting (up to 50 Mb site). ISD will administer domain name registration.

Time (\$66/hour) and Materials

\$500 per year + actual costs for domain name registration

✓ Contract - Internet Service Provider - On motion of Councilmember Banda, seconded by Councilmember Freedman, the City Council unanimously authorized the Mayor and City Clerk to execute a contract with the County Information Services Department to be the City's Internet Service Provider and to phase out the current vendor which is EEE.

Fee Waiver - The Mission Gables-Bowl House Project - Following brief discussion, on motion of Councilmember Cunningham, seconded by Councilmember Freedman, the City Council unanimously waived the Community Development fees including both Planning and Building and Safety, and Development Impact Fees that may be applicable to The Mission Gables-Bowl House Project, located at 168 South Eureka Street, for the Redlands Conservancy and the Redlands Community Music Association.

PUBLIC HEARINGS

Resolution No. 5592 - Multifamily Housing Revenue Refunding Bonds - Public hearing was continued to this time and place to consider Resolution No. 5592, a resolution of the City Council of the City of Redlands approving the issuance of Multi-Family Housing Revenue Refunding Bonds by the California Statewide Communities Development Authority (Parkview Terrace Club Apartments). Finance Director Johnson explained the Statewide Communities Development Authority intends to refinance the debt related to two multifamily housing projects located within the City of Redlands. The Internal Revenue Code of 1986 requires that the "applicable elected representative" with respect to the geographical area in which the multifamily housing project is located to hold a public hearing with respect to the refinancing and, if appropriate, approve the issuance of the bonds for the purpose of refinancing the project. The debt does not constitute a debt or obligation of the City of Redlands. As requested at the last meeting, certifications were provided showing that this project is in compliance with the applicable low- and moderate-income housing covenants. A representative of the development company and the project were present to answer any questions. Mayor Cunningham declared the meeting open as a public hearing for any questions or comments. None being forthcoming, the public hearing was closed. Councilmember Banda moved to adopted Resolution No. 5592. Motion seconded by Councilmember Freedman and carried unanimously.

Resolution No. 5593 - Multifamily Housing Revenue Refunding Bonds - Public hearing was continued to this time and place to consider Resolution No. 5593, resolution of the City Council of the City of Redlands approving the issuance of Multi-Family Housing Revenue Refunding Bonds by the California Statewide Communities Development Authority (Redlands Lawn and Tennis Apartments). Finance Director Johnson explained the Statewide Communities Development