

File No. 130378

Committee Item No. 1

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Sub-Committee SP Date: 05/15/2013

Board of Supervisors Meeting

Date: _____

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
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OTHER

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Completed by: Victor Young Date May 10, 2013

Completed by: Victor Young Date _____

1 [Lease - Data Center Space - 3101 Gold Center Drive, Rancho Cordova, California - Initial
2 Term of Two Years - Base Annual Rental Rate of \$130,473.84]

3 **Resolution authorizing the use of space and communication services within an existing**
4 **data center located at 3101 Gold Center Drive, Rancho Cordova, California, from the**
5 **State of California Technology Agency, Office of Technology Services, through an**
6 **Agreement; and authorizing certain amendments and extensions to said Agreement as**
7 **warranted for an initial term of two years with a base annual rental rent of \$130,473.84.**
8

9 WHEREAS, Critical business systems of the City and County of San Francisco should
10 have redundant recovery systems and facilities to be used in the event primary data centers
11 become non-functional due to a natural disaster, criminal activity, or other emergency; and

12 WHEREAS, The City and County of San Francisco's current information technology
13 Disaster Recovery ("DR") process involves the use of an off-site facility that employs outdated
14 processes to protect the City's ability to recover from an unforeseen disaster, at a location
15 where the City has limited monitoring capabilities, infrequent testing of critical systems, and a
16 relatively high cost; and

17 WHEREAS, The Department of Technology had adopted a policy that calls for the
18 development of a comprehensive information technology DR plan that involves not only
19 placing business critical infrastructure at 200 Paul Street in San Francisco (which has been
20 accomplished), but also designating a DR hot site at an appropriate out of area location so
21 that such business critical operations of the City may continue until normal business
22 operations resume; and

23 WHEREAS, The DR site should provide the City with an ability to replicate City data on
24 a regularly scheduled basis, be relatively accessible by the City, be in a secure and stable
25

1 environment, provide an opportunity for monthly, quarterly and semi-annual tests to ensure
2 full functionality, and be reasonably priced; and

3 WHEREAS, The State of California, through its California Technology Agency, Office of
4 Technology Services (the "State"), has developed a robust disaster recovery facility located
5 3101 Gold Camp Road in Rancho Cordova, California (the "Facility"), and makes it available
6 as a reasonable cost to other agencies desirous of securing off-site critical data redundancy in
7 a secure and stable environment; and

8 WHEREAS, The City and County of San Francisco finds the Facility meets our DR
9 objectives to recover as quickly and effectively as possible from an unforeseen disaster or
10 emergency which interrupts information systems and business operations; and

11 WHEREAS, An Agreement with the State has been negotiated by the Director of
12 Property, in consultation with the Department of Technology, which is on file with the Clerk of
13 the Board of Supervisors under File No. 130378 the "Agreement"); and

14 WHEREAS, The Agreement has an initial term of twenty four (24) months, from July 1,
15 2013 to June 30, 2015, with renewals available with no less than sixty (60) days prior written
16 notice; and

17 WHEREAS, The base monthly rental cost is pursuant to a rate structure published by
18 the State, which results in a starting rate of \$10,872.82 per month to meet the needs of the
19 City and County of San Francisco, with an additional one-time expense of \$4,943 for
20 necessary electrical circuits; and

21 WHEREAS, The Director of Property has determined that the proposed lease rates are
22 reasonable and represent fair market rent for the Facility, given the services provided; now,
23 therefore, be it

24 RESOLVED, That the Board of Supervisors, in accordance with the recommendations
25 of the Director of Property and Director of Department of Technology, hereby approves the

1 Agreement, in substantially the form presented to this Board, and authorizes City staff to take
2 all actions necessary to occupy the Facility consistent with the Agreement; and, be it

3 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
4 Property, in consultation with the City Attorney and Director of the Department of Technology,
5 to enter into any additions, amendments, extensions, or other modifications to the Agreement
6 that the Director of Property determines are in the best interests of the City, do not materially
7 decrease the benefits to the City, and are in compliance with all applicable laws, including the
8 City's Charter, and may result in a fiscal impact due to either adjusted rate schedules as
9 posted by the State, or expanded use of the Facility by City, or an extension of term not to
10 exceed an additional forty-eight (48) months, and not to exceed an additional cost of
11 occupancy of \$5,000 per month; and, be it

12 FURTHER RESOLVED, That the Director of Property is hereby authorized and urged,
13 in the name and on behalf of the City and County, to take any and all steps (including, but not
14 limited to, the execution and delivery of any and all certificates, agreements, notices,
15 consents, and other instruments or documents) as the Director of Property deems necessary
16 or appropriate in order to consummate the Agreement, or to otherwise effectuate the purpose
17 and intent of this Resolution, such determination to be conclusively evidenced by the
18 execution and delivery by the Director of Property of any such documents; and be it

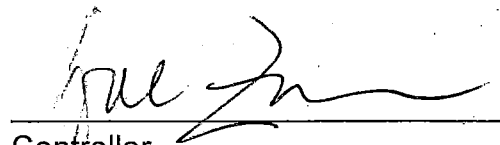
19 FURTHER RESOLVED, That the City shall occupy the Facility for the full term of the
20 Agreement unless funds for the rental payments are not appropriated in any subsequent fiscal
21 year at which time the City may terminate the Agreement with advance notice to State. Said
22 Agreement shall be subject to certification as to funds by the Controller, pursuant to Section
23 6.302 of the City Charter.

1 FURTHER RESOLVED, That all actions heretofore taken by the officers of the City
2 with respect to the Agreement, or authorized and directed by this Resolution, are hereby
3 ratified, approved and confirmed by this Board of Supervisors.
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\$135,416.84 available

Index Code:

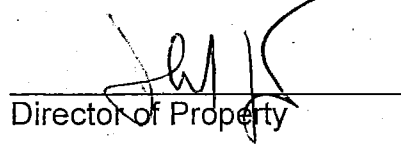
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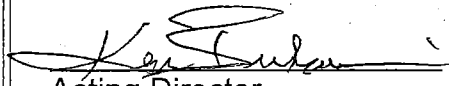
Controller

Subject to the enactment of the Annual
Appropriation Ordinance for Fiscal Year
2013/2014.

RECOMMENDED:


Director of Property

RECOMMENDED:


Acting Director
Department of Technology

CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET AND LEGISLATIVE ANALYST

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292
FAX (415) 252-0461

May 10, 2013

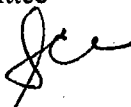
TO: Budget and Finance Sub-Committee
FROM: Budget and Legislative Analyst 
SUBJECT: May 15, 2013 Budget and Finance Sub-Committee Meeting

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Item 1
File 13-0378

Departments:
Department of Technology
Controller's Office, and
Real Estate Division (RED)

EXECUTIVE SUMMARY

Legislative Objective

- The proposed resolution would approve a new agreement between the City and the State of California Technology Agency, Office of Technology Services, in which the Office of Technology Services provides disaster recovery services to the City. Disaster recovery services include the recovery or continuation of the City's information technology and communications infrastructure critical to the City's business functions after a natural or human-induced disaster.

Key Points

- The City's FY 2013-14 through FY 2017-18 Information and Communications Technology Plan, previously approved by the Board of Supervisors, provides for data center space outside of the City that will allow for recovery capabilities of the City's critical information technology systems. The City has an existing eight-year agreement with SunGard for disaster recovery services at an off-site facility in Philadelphia, Pennsylvania at an annual cost to the City of \$340,000, which the Department of Technology considers too distant to meet the City's needs.
- Under the proposed new agreement between the City and the Office of Technology Services, the Office of Technology Services would provide six dedicated data cabinets and communication services at their data facility located at 3101 Gold Center Drive, Rancho Cordova, California. The proposed agreement is for two-years from July 1, 2013 through June 30, 2015 with two two-year options to extend, totaling six years.

Fiscal Impacts

- The City's first year costs under the proposed new agreement are \$135,416.84, which include (a) \$130,473.84 for six dedicated data cabinets and connectivity services between the State's Disaster Recovery center and the City's systems, and (b) \$4,943 in one-time installation costs.
- These first-year costs of \$135,416.84 will be prorated between the City's enterprise and General Fund departments to pay for their share of the disaster recovery of Citywide systems. The enterprise departments will pay approximately 30 percent or \$40,625.05 and General Fund departments will pay approximately 70 percent or \$94,791.79 of first-year costs.
- The City's total annual cost payable to the State Office of Technology Services of \$130,473.84 for the proposed new agreement is \$209,526.16 or approximately 62 percent less than the annual rent of the existing lease between the City and SunGard of \$340,000.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT / BACKGROUND**Mandate Statement**

Under Administrative Code Section 23.27, leases and licenses with a term of more than one year or rent of more than \$5,000 per month, in which the City is the lessee, are subject to the Board of Supervisors approval, by resolution.

Background

The City has an existing eight-year agreement with SunGard for disaster recovery services that terminates on December 31, 2013. Disaster recovery services provide for the recovery or continuation of information and communication technology infrastructure critical to the City's business functions after a natural or human-induced disaster. Under the agreement, SunGard provides disaster recovery services to the City at an off-site facility in Philadelphia, Pennsylvania for an annual cost to the City of \$340,000.

The Department of Technology determined that the current agreement with SunGard does not provide sufficient safeguards to restore City information and communication technology services in a timely fashion following a natural or human-induced disaster. According to Mr. David German, Chief of Administration – Public Safety, Department of Technology, the current agreement with SunGard uses outdated disaster recovery methods and does not allow for automatic activation of City systems; and as such, it could take a week or longer to get the City's systems functioning following a disaster. Additionally, the physical distance of the current Disaster Recovery site in Philadelphia does not provide easy access to City staff for maintenance or use during an emergency. Also, in the event of a disaster, City staff may not be able to get to the current site in Philadelphia and SunGard may not be able to activate critical data services without City staff.

On April 17, 2013 the Board of Supervisors approved the City's FY 2013-14 through FY 2017-18 Information & Communication Technology (ICT) Plan. The approved ICT Plan includes the development and implementation of a comprehensive disaster recovery plan that provides for the recovery or continuation of ICT infrastructure critical to the City's business functions after a natural or human-induced disaster. Part of Phase 1 of the Systems Recovery Project for the ICT Plan's Citywide IT Disaster Readiness Planning includes a new agreement, proposed under this resolution, for data center space that is outside of the City that will allow for recovery capabilities of the City's critical information technology systems. Phase 2 of the Systems Recovery Project will establish disaster recovery capabilities for the City's integrated Human Resources, Benefits Administration, and Payroll system (eMerge), and the City's financial system (FAMIS) by creating a redundant parallel infrastructure in the remote data center and a back-up system in order to provide business continuity for eMerge and FAMIS.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a new two-year agreement from July 1, 2013 through June 30, 2015, with two two-year options to extend, between the City and the State of California

Technology Agency, Office of Technology Services, for space and communication services at a co-location data facility (Gold Camp Data Center) located at 3101 Gold Center Drive, Rancho Cordova, California.

The proposed resolution would approve the new two-year agreement, as follows:

Table 1: Summary of Proposed Agreement	
Terms	
Term	2 years (July 1, 2013 through June 30, 2015)
Platform Services - Six Customer Owned Cabinets	\$8,400 per month
Connectivity Services	<u>\$2,472.82 per month</u>
Total Payment by the City to the State Office of Technology Services	\$10,872.82 per month
One-time costs (Electrical Circuits & Connectivity)	\$4,943
Annual rent increases	None
Utilities and services	Utilities and janitorial services included in the monthly costs
Options to Extend	Includes two two-year options to extend

The agreement would provide a Disaster Recovery site for the City's major information technology systems and initially would provide disaster recovery capabilities for eMerge, and FAMIS. Additional City information technology systems are expected to migrate at a later date. According to Mr. German, the agreement with the State data facility was selected because of (a) the facility's Tier 3 service levels¹, (b) the stability of the State facility's costs over a long period, and (c) close physical location to San Francisco to allow City staff easy access for development and use during emergencies.

The monthly platform services include (a) six dedicated locked cabinets or customer-owned cabinets, (b) 24x7 Help Desk Support, (c) customer work area, (d) customer/vendor access, (e) physical security, (f) fire detection/suppression system, (g) uninterruptible power source and backup system, (h) security cameras, (i) two power cables, (j) power distribution units, (k) use of telephone for local calls only, (l) one hour of remote hands support, per cabinet, (m) engineering services, (n) utilities, and (o) janitorial services.

Connectivity services are provided through the California Government Enterprise Network (CGEN) that delivers the California State Government Wide Area Network (WAN) connectivity through vendor owned and managed equipment which allows high speed connectivity between the State DR center and City systems.

¹ A Tier 3 facility includes the following service requirements: (a) multiple independent distribution paths serving the IT equipment, (b) all IT equipment must be dual-powered and fully compatible with the topology of a site's architecture, and (c) concurrently maintainable site infrastructure with expected availability of 99.982%.

Under the proposed resolution, the Director of Property has the authority to approve, in consultation of the Director of the Department of Technology and the City Attorney, (a) two two-year extensions of the agreement at the base rate as published by State regulations, and (b) amendments to the agreement with a not-to-exceed amount of \$5,000 per month of additional occupancy costs for additional equipment or services, subject to Board of Supervisors appropriation approval. According to Mr. John Updike, Director of Property, significant increases to the base rate as published by State regulations are not anticipated due to the relative stability of the historical base rates for the State's facility. Additionally Mr. Updike states that the City expects the agreement with the State to be a long-term arrangement.

Phase 1 of the Systems Recovery Project for the FY 2013-14 through 2017-18 ICT Plan's Citywide IT Disaster Readiness Planning will be completed with the approval of this proposed resolution.

FISCAL IMPACTS

Under the proposed resolution, the City would enter into a new two-year agreement with the Office of Technology Services, in which the Office of Technology Services provides the City six dedicated and locked data cabinets at their Gold Camp Data Center and related services. Under the agreement, annual City costs are \$130,473.84 (\$10,872.82 per month), as shown in Table 2 below. Total first year City costs, including annual costs and one-time costs, are \$135,416.84, as shown in Table 2 below.

The Department of Technology will request \$135,416.84 as part of the \$2,500,000 Systems Recovery Project in their FY 2013-14 budget. According to Ms. Monique Zmuda, Deputy Controller, the City costs of \$135,416.84 will be prorated to the enterprise departments for the disaster recovery of the citywide systems. The enterprise departments will pay approximately 30 percent or \$40,625.05 and the General Fund will pay approximately 70 percent or \$94,791.79 of first-year costs.

Table 2: Total First Year Costs Payable to the State Office of Technology Services From July 1, 2013 through June 30, 2014	
City Costs	Amount
Six Dedicated Cabinets	\$100,800.00
Connectivity	<u>29,673.84</u>
Subtotal, Annual Costs	\$130,473.84
One-Time Costs	
Electrical Outlets	\$4,800
Connectivity Installation Costs	<u>143</u>
Subtotal, One-Time Costs	\$4,943
Total City Costs in FY 2013-14	\$135,416.84

The City's total annual cost payable to the State Office of Technology Services of \$130,473.84 for the proposed new agreement is \$209,526.16 or approximately 62 percent less than the annual rent of the existing lease between the City and SunGard of \$340,000.

RECOMMENDATION

Approve the proposed resolution.



California Technology Agency
Office of Administration
P.O. Box 1810
Rancho Cordova, CA 95741-1810

RE: 2012/2013 AGREEMENT PACKAGE FOR NON-STATE CUSTOMERS

The California Technology Agency (Agency) 2012/2013 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 Agency 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 Technology Agency
IT Procurement and Contract 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 Technology Agency 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, Manager
Software and Personal Services Contracts Unit
Enclosures

AGREEMENT INSTRUCTIONS

These instructions apply to agreements submitted by customers for services beginning on or after July 1, 2012.

The entire Agreement Package is available to download from the California Technology Agency web page at:
<http://www.dts.ca.gov/Customers/services.asp?key=22>.

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 "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 Technology Agency'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 Technology Agency 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 Technology Agency for recordkeeping purposes.
- The completion of Operational Recovery Inquiry is critical information to the California Technology Agency for planning and meeting customer demand/requirements for these essential services.

STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

NON-STATE AGENCY

REGISTRATION NUMBER

STATE AGENCY NUMBER

PURCHASING AUTHORITY NUMBER

CONTRACTOR NUMBER

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

AGENCY NAME

City and County of San Francisco, a municipal corporation

(hereafter called Customer)

CONTRACTOR'S NAME

CALIFORNIA TECHNOLOGY AGENCY

(hereafter called Contractor)

2. The term of this

Agreement is:

July 1, 2013

Through

June 30, 2015

3. The maximum amount \$ 130,473.84/year plus applicable one-time costs and power costs not to exceed 75kw

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

Exhibit D – Special Conditions

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

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

J. HERRERA, Contract Manager

ADDRESS

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

AGENCY

AGENCY NAME

City and County of San Francisco, a municipal corporation

BY (Authorized Signature)

DATE SIGNED

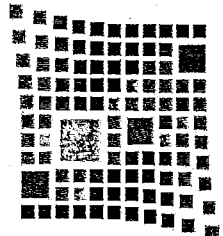
PRINTED NAME AND TITLE OF PERSON SIGNING

John Updike, Director of Property

ADDRESS

25 Van Ness, Suite 400, San Francisco, CA 94102

Agreements are exempt from
DGS approval per Delegation
DIA-003



California TECHNOLOGY AGENCY Office of Technology Services

Proposed COEMS Cost Estimate for City/County of
San Francisco
Date: February 23, 2012

Platform Services	Description	Quantity	Published Unit Rate	Total Monthly Cost	Total Yearly Cost	One-Time Cost
Standard OTech Cabinet - Full Rack*	Monthly rate (per cabinet)	0	\$1,525	\$0	\$ -	
Customer Owned Cabinet*	Monthly rate (per cabinet)	6	\$1,400	\$8,400	\$ 100,800.00	
Floor Space Reservation (Note 1)	Monthly rate (per cabinet)	0	\$545	\$0	\$ -	
Additional Costs:						
OTech Remote Hands Support (Note 2)	Monthly rate (per hour)	0	\$90.00	\$0.00	\$ -	
CSGNetwork	10 mb	0	\$1,230.00	\$0.00	\$ -	
CSGNetwork	100 mb	0	\$3,855.00	\$0.00	\$ -	
CSGNetwork	Gig	0	\$4,855.00	\$0.00	\$ -	
CSGNetwork Installation (Note 3)	One time installation	0	\$1,500.00	\$0.00		\$0.00
Additional Electrical Circuits (Note 4)	Per Circuit	4	\$1,200.00	\$0.00		\$4,800.00
TOTAL COSTS				\$8,400.00	\$ 100,800.00	4,800.00

*Office of Technology Services' Customer Owned Equipment Managed Service (COEMS) monthly subscription rate includes:

(1) dedicated locked cabinet or customer owned cabinet, 24x7 Help Desk Support, customer work area, customer/vendor access, physical security, fire detection/suppression system, UPS & Backup System, security cameras, 2 power cables, power distribution units, use of a telephone for local calls only, 1 hour of remote hands support -per cabinet, ABM Engineering services, PG&E, SMUD, and Janitorial services.

Note 1: Cost estimates provided to customers and raised floor space availability commitment is good for 45 days, at which point no commitment to rate or availability of space is guaranteed after 45 days from receipt of OTech cost estimate.

Additional Costs:

Note 2. Additional Remote Hands or other support per application.

Note 3. Network Connectivity - OTech's monthly rate plus one time circuit installation costs.

The customer is responsible for providing the router.

Any other network costs besides what OTech offers is the responsibility of the COEMS Customer.

Note 4. Additional Electrical Circuits - Racks that require more than the standard two electrical circuits will be billed per additional circuit. If you order the wrong electrical circuits for your rack these rates will apply. You will also be billed monthly for the power used by the additional electrical circuits.

Requirement(s):

The customer is responsible for providing their own Firewall.

Customer **must** establish an IAA for services. COEMS customers are established outside of OTech's firewall. Customer **must** provide their own firewall.



CGEN Baseline Cost Estimate

San Francisco OPTEWAN

As of 11/16/12

		Protocol Services					Proposed CGEN Costs						
Qty	Connection Speed	Telco Costs	iHub/Internet Fee	OTech Fee	CSGNET Retirement Fee	1	2	3	4	5	CGEN Monthly Cost Per Circuit	Proposed CGEN Total Monthly Costs	Non-Recurring (One-time) CGEN Installation Costs
	AT&T OEW												
1	OEW-B 50 Mb	\$2,072.82	\$250.00	\$150.00							\$2,472.82	\$2,472.82	\$143.00
												\$2,472.82	\$143.00

Note: Circuit would be mapped to OTech Data Centers in Vacaville and Gold Camp

GENERAL INFORMATION

1. This Agreement is entered into by and between City and County of San Francisco, a municipal corporation (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.
2. Services are provided at Gold Camp Data Center located at 3101 Gold Center Drive, Rancho Cordova, CA.

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:
warehousereceiving@state.ca.gov

CUSTOMER COMPLETION FORM

CALIFORNIA TECHNOLOGY AGENCY:

CONTRACT ADMINISTRATOR:	CUSTOMER REPRESENTATIVE:
IAA PROCESSING ANALYST IT PROCUREMENT & CONTRACT SERVICES BRANCH MS 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) 431-5089 FAX (916) 463-9914 EMAIL: iaaprocessinganalyst@state.ca.gov	PHONE: (916) 431-5454 FAX (916) 454-7273

CUSTOMER:

CONTRACT ANALYST:	BILLING CONTACT:
Kendall Gary, Department of Technology	Ken Bukowski, Chief Financial Officer, GSA
ADDRESS: 1 South Van Ness, 2 nd Floor, San Francisco, CA 94102	ADDRESS: 1 South Van Ness, 2 nd Floor, San Francisco, CA 94102
PHONE: 415-581-4000 FAX : EMAIL: kendall.gary@sfgov.org	PHONE: 415-581-4000 FAX : EMAIL : Kenneth.bukowski@sfgov.org
CONTRACT ADMINISTRATOR	TECHNICAL CONTACT:
Gina Tomlinson, Chief Technology Officer	Gina Tomlinson, Chief Technology Officer or Matt Reeves
ADDRESS: 1 South Van Ness, 2 nd Floor, San Francisco, CA 94102	ADDRESS: 1 South Van Ness, 2 nd Floor, San Francisco, CA 94102
PHONE: 415-581-4029 (24/7) FAX : EMAIL: gina.tomlinson@sfgov.org	PHONE: 415-581-4029 (24/7) FAX : EMAIL : GINA.TOMLINSON@SFGOV.ORG OR MATT REEVES@SFGOV.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
- 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.

Exhibit D Special Conditions

1.1 Notices

Except as otherwise specifically provided in this Agreement, any notice given under this Agreement shall be in writing and given by delivering the notice in person or by commercial courier, or by sending it by first-class mail, certified mail, return receipt requested, or Express Mail, return receipt requested, with postage prepaid, to:

(a) Contractor or Customer at address set forth in the Standard Agreement; or (b) such other address as either Contractor or Customer may designate as its new address for such purpose by notice given to the other in accordance with this Section. Any notice hereunder shall be deemed to have been given and received two (2) days after the date when it is mailed if sent by first-class, certified mail, one day after the date when it is mailed if sent by Express Mail, or upon the date personal delivery is made. For convenience of the parties, copies of notices may also be given by telefacsimile to the telefacsimile number set forth in the Standard Agreement or such other number as may be provided from time to time; however, neither party may give official or binding notice by facsimile.

1.2 No Implied Waiver

No failure by either party to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such term, covenant or condition. No acceptance of full or partial monthly Agreement Fee or other sum payable hereunder by Contractor while Customer is in default hereunder shall constitute a waiver of such default by Contractor. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of Contractor or Customer given in one instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent to any other or future instance under the terms of the Agreement.

1.3 Approvals

Neither this Agreement nor any terms or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. No waiver of any breach shall affect or alter this Agreement, but each and every term, covenant and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

Whenever this Agreement requires or permits the giving by Customer of its consent or approval, the Director of Property, or his or her designee, shall be authorized to provide such approval, except as otherwise provided by applicable law, including the Charter of the City and County of San Francisco. Any amendments or modifications to this Agreement, including, without limitation, amendments to or modifications to the exhibits to this Agreement, shall be subject to the mutual written agreement of

Customer and Contractor, and Customer's agreement may be made upon the sole approval of the Director of Property, or his or her designee; provided, however, material amendments or modifications to this Agreement **(a)** changing the legal description of the Agreement Space, **(b)** increasing the Term, **(c)** increasing the monthly Agreement Fee, **(d)** changing the general use of the Agreement Space from the use authorized under Exhibit A of this Agreement, and **(e)** any other amendment or modification which materially increases Customer's liabilities or financial obligations under this Agreement shall additionally require the approval of Customer's Board of Supervisors.

1.4 Authority

Contractor represents and warrants to Customer that the execution and delivery of this Agreement by Contractor has been duly authorized and does not violate any provision of any agreement, law or regulation to which Contractor or the Property is subject.

1.5 Interpretation of Agreement

The captions preceding the articles and sections of this Agreement have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intent and purposes of the parties, without any presumption against the party responsible for drafting any part of this Agreement. Except as otherwise specifically provided herein, wherever in this Agreement Contractor or Customer is required or requested to give its consent or approval to any matter or action by the other, such consent or approval shall not be unreasonably withheld or delayed. Provisions in this Agreement relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or Contractor or Customer holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

1.6 Brokers

Neither party has had any contact or dealings regarding the leasing of the Agreement Space, or any communication in connection therewith, through any real estate broker or other person who could claim a right to a commission or finder's fee in connection with the Agreement contemplated herein, and Customer shall have no liability therefor. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes his claim shall be responsible for such commission or fee and shall indemnify the other party from any and all claims incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this Agreement.

1.7 Severability

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances

other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the full extent permitted by law.

1.8 Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

1.9 Attorneys' Fees

In the event that either Contractor or Customer fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the non-prevailing party in such dispute, as the case may be, shall pay the prevailing party reasonable attorneys' and experts' fees and costs, and all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For purposes of this Agreement, reasonable attorneys' fees of the Customer's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney. The term "attorneys' fees" shall also include, without limitation, all such fees incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees were incurred. The term "costs" shall mean the costs and expenses of counsel to the parties, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney.

1.10 Cumulative Remedies

All rights and remedies of either party hereto set forth in this Agreement shall be cumulative, except as may otherwise be provided herein.

1.11 Time of Essence

Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified.

1.12 Survival of Indemnities

Termination of this Agreement shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Agreement, nor shall it affect any provision of this Agreement that expressly states it shall survive termination hereof. Each party hereto specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Agreement, if any, the indemnitor has an immediate and independent obligation to defend the indemnitees from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the indemnitor by the indemnitee and continues at all times thereafter.

1.13 Non-Liability of Customer Officials, Employees and Agents

Notwithstanding anything to the contrary in this Agreement, no elective or appointive board, commission, member, officer, employee or agent of Customer shall be personally liable to Contractor, its successors and assigns, in the event of any default or breach by Customer or for any amount which may become due to Contractor, its successors and assigns, or for any obligation of Customer under this Agreement.

1.14 MacBride Principles - Northern Ireland

The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Contractor acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

1.15 Controller's Certification of Funds

The terms of this Agreement shall be governed by and subject to the budgetary and fiscal provisions of the Customer's Charter. Notwithstanding anything to the contrary contained in this Agreement, there shall be no obligation for the payment or expenditure of money by Customer under this Agreement unless the Controller of the City and County of San Francisco first certifies, pursuant to Section 3.105 of the Customer's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. Without limiting the foregoing, if in any fiscal year of Customer after the fiscal year in which the Term of this Agreement commences, sufficient funds for the payment of Rent and any other payments required under this Agreement are not appropriated, then Customer may terminate this Agreement, without penalty, liability or expense of any kind to Contractor, as of the last date on which sufficient funds are appropriated. Customer shall use its reasonable efforts to give Contractor reasonable advance notice of such termination.

1.16 Non Discrimination in Contractor Contracts and Benefits Ordinance

(a) Covenant Not to Discriminate

In the performance of this Agreement, Contractor agrees not to discriminate against any employee of, any contracted employee working with Contractor, or applicant for employment with Contractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) Subcontracts

Contractor shall include in all subcontracts relating to the Agreement Space a non-discrimination clause applicable to such subcontractor in substantially the form of subsection (a) above. In addition, Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k) and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) Non-Discrimination in Benefits

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by Contractor, or where the work is being performed for the Contractor or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) HRC Form

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission (the "HRC"). Contractor hereby represents that prior to execution of the Agreement: **(a)** Contractor executed and submitted to the HRC Form HRC-12B-101 with supporting documentation, and **(b)** the HRC approved such form.

(e) Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for services under this Agreement are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

1.17 Tropical Hardwood and Virgin Redwood Ban

(a) Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, neither Contractor nor any of its contractors shall provide any items to Customer in the construction of the Agreement Space or otherwise in the performance of this Agreement which are tropical

hardwood, tropical hardwood wood products, virgin redwood, or virgin redwood wood products.

(b) The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood products.

(c) In the event Contractor fails to comply in good faith with any of the provisions of Chapter 8 of the San Francisco Environment Code, Contractor shall be liable for liquidated damages for each violation in an amount equal to Contractor's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greatest. Contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the City and County of San Francisco upon demand and may be set off against any monies due to Contractor from any contract with the City and County of San Francisco.

1.18 Resource-Efficient Buildings and Pilot Projects

Contractor acknowledges that the City and County of San Francisco has enacted San Francisco Environment Code Sections 700 to 707 relating to resource-efficient buildings and resource-efficient pilot projects. Contractor hereby agrees that it shall comply with all applicable provisions of such code sections.

1.19 Certification by Contractor

By executing this Agreement, Contractor certifies that neither Contractor nor any of its officers or members have been suspended, disciplined or disbarred by, or prohibited from contracting with, any federal, state or local governmental Customer. In the event Contractor or any of its officers or members have been so suspended, disbarred, disciplined or prohibited from contracting with any governmental Customer, it shall immediately notify the Customer of same and the reasons therefore together with any relevant facts or information requested by Customer. Any such suspension, disbarment, discipline or prohibition may result in the termination or suspension of this Agreement. Contractor acknowledges that this certification is a material term of this Agreement.

1.20 Sunshine Ordinance

In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, Agreements, licenses, responses to Requests for Proposals, and all other records of communications between Contractor and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, Agreement, license or other benefit until and unless that person or organization is awarded the contract, Agreement, license or benefit. Information provided which is covered by this Section will be made available to the public upon request.

1.21 Conflicts of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of Customer's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said

provisions, and agrees that if Contractor becomes aware of any such fact during the Term of this Agreement, Contractor shall immediately notify Customer.

1.22 Notification of Limitations on Contributions

Through its execution of this Agreement, Contractor acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the Customer for the selling or leasing of any land or building to or from the Customer whenever such transaction would require approval by an Customer elective officer or the board on which that elective officer serves, from making any campaign contribution to (1) an individual holding an Customer elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors, chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to Customer the names of each person, entity or committee described above.

1.23 Cooperative Drafting

This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

OFFICE OF THE MAYOR
SAN FRANCISCO



EDWIN M. LEE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: *Ed* Mayor Edwin M. Lee *EC*
RE: Lease of Data Center Space at 3101 Gold Center Drive, Rancho Cordova, California from State of California for an initial term of two years at a base annual rental rate of \$130,473.84
DATE: April 23, 2013

Attached for introduction to the Board of Supervisors is the resolution authorizing 1) the use of space and communication services within an existing data center located at 3101 Gold Center Drive, Rancho Cordova, California from the State of California Technology Agency, Office of Technology Services, through an Agreement; and 2) authorizing certain amendments and extensions to said Agreement as warranted.

Please note this item is cosponsored by Supervisor Chiu.

I request that this item be calendared in Budget and Finance Committee.

Should you have any questions, please contact Jason Elliott (415) 554-5105.

cc. Supervisor Chiu

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2013 APR 23 PM 2:31

1303578 ✓

File No. _____

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: State of California, Technology Agency, Office of Technology Services	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i> Governor Edmund G. Brown, Jr. Debra Bowen, Secretary of State Carlos Ramos, Secretary, California Technology Agency	
Contractor address: California Technology Agency, P. O. Box 1810, Rancho Cordova, CA 95741	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contract: \$130,473.84 per year for 2 years
Describe the nature of the contract that was approved: Lease and services agreement at State DataCenter	
Comments:	

This contract was approved by (check applicable):

☐ the City elective officer(s) identified on this form
☒ a board on which the City elective officer(s) serves: San Francisco Board of Supervisors
Print Name of Board

☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

