

RESOLUTION NO. 4443

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN ONIX NETWORKING GOVERNMENT CUSTOMER AGREEMENT WITH ONIX NETWORKING CORPORATION.

WHEREAS, the City receives certain services from Google, serviced through Onix Networking Corporation (Onix), an Ohio corporation;

AND WHEREAS, Onix has provided a customer agreement for the City's consideration and approval;

AND WHEREAS, entering into said agreement is appropriate and in the best interest of the City of Miles City;

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. The "Onix Networking Government Customer Agreement," attached hereto as Exhibit "A," is hereby approved and adopted by this Council.


2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and

3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14TH DAY OF DECEMBER, 2021.


John Hollowell, Mayor

ATTEST:


Mary Rowe, City Clerk



Amendment to Onix Networking Government Customer Agreement

This amendment ("Amendment") amends the Onix Networking Government Customer Agreement - Google Apps for Work entered into by and between Miles City, Montana ("Customer") and Onix Networking Corp. ("Onix"), with an effective date of February 29, 2016, as previously amended, (the "Agreement"), and is effective on the date signed by both parties ("Amendment Effective Date").

WHEREAS, Customer desires to renew its Google User Licenses for a new thirty-six month Term; and

NOW THEREFORE, Onix and Customer agree as follows:

1. **Definitions.** For purposes of this Amendment, unless otherwise defined herein, capitalized terms used herein shall have the same meanings set forth in the Agreement.
2. The following replaces Section 2 of the Agreement:
 2. **Google Workspace License.** Customer agrees to comply with the terms and conditions of the Google Cloud Master Agreement – Public Sector (Partner) at https://static.carahsoft.com/concrete/files/8116/0381/3702/Master_Cloud_Workspace_TOS.pdf.
3. The following is added to Section 4 of the Agreement:
 - 4.1 **Renewal Term.** The Renewal Term of the Agreement shall be thirty-six (36) months beginning on December 7, 2021 ("Renewal Term"). Following the Renewal Term, the Agreement will automatically renew for consecutive terms of twelve (12) months at the then-current list price (each a subsequent "Renewal Term" and collectively known as the Term), unless terminated by written notice thirty (30) days prior to the end of the applicable Term.
4. The following replaces Section 5.1 of the Agreement:
 - 5.1 The Total User License Fees listed on Exhibit A below are binding and final as of the Amendment Effective Date. The Total User License Fees are non-refundable and non-cancellable for the Renewal Term.
5. The following replaces Section 5.2 of the Agreement:
 - 5.2 Fees are due thirty (30) days from the invoice date. All payments are due in U.S. dollars. Customer is responsible for any and all applicable U.S. taxes (other than Onix's income tax) associated with the Fees.
6. The following is added as Section 5.4 of the Agreement:
 - 5.4 The Fees for the Renewal Term, as listed below, shall be invoiced in three (3) annual billing periods in accordance with the dates in the supplement to Exhibit A. All User License Fees of the Renewal Term are final and binding as of the Amendment Effective Date, and shall be non-cancellable for the Renewal Term.
7. The following Onix Networking Services Schedule is added to supplement Exhibit A of the Agreement:

Exhibit A			
Onix Networking Services Schedule			
Date	December 6, 2021	Customer	Miles City, Montana
Billing Information		Customer Contact Information	
Name	MT - Miles City	Name	Mary Rowe
Address	PO Box 910	Address	
	Mile City, MT 59301		
Telephone		Telephone	
Email		Email	cityclerk@milescity-mt.org
Activation Email		Contract Term	36 months

Domain Name	milescity-mt.org	Onix Rep	Paty Alfaro
Purchase Order #			
User Licenses			
Description	(Annual) Unit Price/License	# Users	(Annual) Total
Billing Period 1: 12/07/2021 through 12/06/2022			
Google Workspace Enterprise Plus Business Plus (GAPPS-ENT-PLUS-1USER-12MO) (GAPPS-BUS-PLUS-1USER-12MO)	\$118.80	64	\$7,603.20
Billing Period 1: Amount invoiced on 12/07/2021: \$7,603.20			
Billing Period 2: 12/07/2022 through 12/06/2023			
Google Workspace Enterprise Plus Business Plus (GAPPS-ENT-PLUS-1USER-12MO) (GAPPS-BUS-PLUS-1USER-12MO)	\$118.80	64	\$7,603.20
Billing Period 2: Amount invoiced on 12/07/2022: \$7,603.20			
Billing Period 3: 12/07/2023 through 12/06/2024			
Google Workspace Enterprise Plus Business Plus (GAPPS-ENT-PLUS-1USER-12MO) (GAPPS-BUS-PLUS-1USER-12MO)	\$118.80	64	\$7,603.20
Billing Period 3: Amount invoiced on 12/07/2023: \$7,603.20			
Total User License Fees			\$22,809.60
Billing Terms:	Annual payments due Net 30 from invoice date		
Notes:	Total User License Fees for all Billing Periods are final and binding upon signature of the Amendment. If during the Renewal Term Customer adds additional User Licenses, Customer hereby agrees to pay Onix the pro-rata cost of the User License Fees for the additional User Licenses for the remainder of the Renewal Term for the number of additional User Licenses Customer requests.		

DS
MR

DS
TSN

8. Miscellaneous. Except only as and to the extent expressly set forth in this Agreement, the terms and conditions of the Agreement shall be and remain unmodified and in full force and effect. This Amendment may be executed in one or more counterparts, including facsimile, PDF, or other electronic copies, which when taken together shall be considered one instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment.

Customer: Miles City, Montana
 Signature: [Signature]
 Print Name: John Howden
 Title: Mayor
 Date: 12-14-21


Onix Networking Corp.
 DocuSigned by:
 Signature: [Signature]
 Print Name: Timothy S. Needles
 Title: President / CEO
 Date: 12/17/2021

Domain Name	milescity-mt.org	Onix Rep	Paty Alfaro
	Purchase Order #		
User Licenses			
Description	(Annual) Unit Price/License	# Users	(Annual) Total
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IN WITNESS WHEREOF, the parties have executed this Amendment.

Customer: **Miles City, Montana**

Signature 

Print Name John Howell

Title Mayor

Date 12-14-21

Onix Networking Corp.

Signature _____

Print Name Timothy S. Needles

Title President / CEO

Date _____