

**COUNTY OF MENDOCINO
SERVICE LEVEL AGREEMENT**

This Agreement is by and between the MENDOCINO COUNTY EXECUTIVE OFFICE, INFORMATION TECHNOLOGY, hereinafter referred to as the "COUNTY IT", and MENDOCINO COUNTY DEPARTMENT OF CHILD SUPPORT, hereinafter referred to as the "CUSTOMER".

WITNESSETH

WHEREAS, CUSTOMER desires to obtain COUNTY IT for its professional assistance and support with regard to the technical support activities of the Mendocino County Executive Office, Information Technology; and,

WHEREAS, COUNTY IT is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to CUSTOMER.

NOW, THEREFORE it is agreed that CUSTOMER does hereby retain COUNTY IT to provide the services described in Exhibit "A", and COUNTY IT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services (Scope of Work)
- Exhibit B Payment Terms

The term of this Agreement shall be from July 1, 2022, and shall continue through June 30, 2023.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

SE 10 08/11/2022
DEPARTMENT HEAD DATE

Budgeted: Yes No

Budget Unit: 1960

Line Item: 865380

Grant: Yes No

Grant No.: N/A

MENDOCINO COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

By: Rhina Heller

NAME AND ADDRESS OF CONTRACTOR:

Mendocino County Dept. of Child Support

107 S State Street

Ukiah, CA 95482

COUNTY OF MENDOCINO

By: TW
TED WILLIAMS, Chair
BOARD OF SUPERVISORS

Date: 10/18/2022

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

DARCIE ANTLE, Chief Executive Officer

By: Antle
Deputy 10/18/2022

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 10/18/2022

By: Matthew Kiedrowski
Deputy

Date: 08/11/2022

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 08/11/2022

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Chris [Signature]
Deputy CEO

Date: 08/11/2022

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that COUNTY IT is an Independent Contractor. COUNTY IT is not the agent or employee of the CUSTOMER in any capacity whatsoever and CUSTOMER shall not be liable for any acts or omissions by COUNTY IT nor for any obligations or liabilities incurred by COUNTY IT.
2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CUSTOMER shall assume the defense of, indemnify, and hold harmless the COUNTY IT, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the performance or obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY IT.
3. **WORKERS' COMPENSATION:** Each party shall be responsible for providing its own Worker's Compensation insurance.
4. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, COUNTY IT shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. COUNTY IT shall indemnify and hold CUSTOMER harmless from any and all liability, fines, penalties, and consequences from any of COUNTY IT's failures to comply with such laws, ordinances, codes, and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with performance of this Agreement while at or in transit to CUSTOMER's location, COUNTY IT shall immediately notify CUSTOMER's Risk Manager's Office by telephone. COUNTY IT shall promptly submit to CUSTOMER a written report, in such form as may be required by CUSTOMER of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of involved sub-contractor, if any; (3) name and address of COUNTY IT's liability insurance carrier; and (4) a detailed description of the accident and whether any of CUSTOMER's equipment, tools, material, or staff were involved.

- c. COUNTY IT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the CUSTOMER the opportunity to review and inspect such evidence, including the scene of the accident.
5. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to COUNTY IT as provided in Exhibit "B" hereto as funding permits.

If CUSTOMER overpays COUNTY IT for any reason, COUNTY IT agrees to return the amount of such overpayment to CUSTOMER, or at CUSTOMER's option, permit CUSTOMER to offset the amount of such overpayment against future payments owed to COUNTY IT under this Agreement or any other agreement.
 6. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of CUSTOMER.
 7. THIRD PARTY LICENSES: If contemplated in Exhibit A of this agreement, COUNTY IT may provide copies, licenses, sublicenses, or other right to computer software at the rate for reimbursement so provided. Such software is subject to all terms, conditions, and other restrictions under which it may be licensed by its author, vendor, or other licensor. CUSTOMER agrees to adhere to and be bound by such licensing terms. COUNTY IT is not the manufacturer of any such software, and provides no warranties or representations, including but not limited to any warranty as to fitness for any particular purpose.
 8. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided

that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY IT: Mendocino County
Information Technology
501 Low Gap Road, Room 1440
Ukiah, CA 95482
Attn: Administration

To CUSTOMER: Mendocino County Department of Child Support
PO Box 970
Ukiah, CA 95482
ATTN: Administration

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

9. USE OF CUSTOMER PROPERTY: COUNTY IT shall not use CUSTOMER property (including equipment, instruments, and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
10. AUDITS; ACCESS TO RECORDS: Each party shall make available to the other, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged in connection with this agreement.

Each party shall maintain full and adequate records to show the actual costs incurred by in the performance of this Agreement. Each party further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing, and each party shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the CUSTOMER makes the final or last payment or within four (4)

years after any pending issues between the CUSTOMER and COUNTY IT with respect to this Agreement are closed, whichever is later.

11. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
12. **TERMINATION:** The COUNTY IT has and reserves the right to suspend, terminate or abandon the execution of any work by without cause at any time upon giving to CUSTOMER notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event of termination, the COUNTY IT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to COUNTY IT for its professional assistance and support with regard to the technical support activities of the Mendocino County Executive Office, Information Technology shall not exceed payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
13. **NON-APPROPRIATION:** If CUSTOMER should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, CUSTOMER may unilaterally terminate this Agreement only upon thirty (30) days written notice to COUNTY IT. Upon termination, CUSTOMER shall remit payment for all products and services delivered to CUSTOMER and all expenses incurred by COUNTY IT prior to COUNTY IT'S receipt of the termination notice.
14. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
15. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
16. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between CUSTOMER and COUNTY IT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
18. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
19. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
20. **ASSURANCE OF PERFORMANCE:** If at any time the CUSTOMER has good objective cause to believe COUNTY IT may not be adequately performing its obligations under this Agreement or that COUNTY IT may fail to complete the Services as required by this Agreement, CUSTOMER may request from COUNTY IT prompt written assurances of performance and a written plan acceptable to CUSTOMER, to correct the observed deficiencies in COUNTY IT's performance. COUNTY IT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of CUSTOMER's request and shall thereafter diligently commence and fully perform such written plan. COUNTY IT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
21. **SUBCONTRACTING/ASSIGNMENT:** COUNTY IT shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the CUSTOMER's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
22. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without

limitation, the obligations regarding Indemnification (Paragraph 2), shall survive termination or expiration for two (2) years.

23. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

24. INTELLECTUAL PROPERTY WARRANTY: During the course of this AGREEMENT, COUNTY IT may access CUSTOMER's computers or other electronic devices for the purposes of providing the services contemplated in Exhibit A or any amendment or addendum thereto. CUSTOMER represents and warrants that it has obtained all appropriate licenses for any software or other intellectual property on such devices. Said licenses shall be sufficient for both CUSTOMER's ordinary operation of the devices and all maintenance or other services COUNTY IT performs pursuant to this agreement. In the event COUNTY IT is subject to any claim, lawsuit, or demand by a third party related to such software or other intellectual property, CUSTOMER shall indemnify and defend COUNTY IT pursuant to Paragraph 2 of this Agreement.

25. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

26. COOPERATION

COUNTY IT and CUSTOMER shall cooperate in the performance of all work hereunder.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

COUNTY IT shall provide the following services:

1. General

1.1. Inclusions – COUNTY IT will provide:

1.1.1. IT Desktop and Systems Support

1.1.1.1. IT Service Desk, Desktop, and Systems support with the following response times.

1.1.1.1.1. NON-EMERGENCY:

Standard 72 Hour response time during regular business hours, Monday – Friday 8:00 am – 5:00 pm

1.1.1.1.2. EMERGENCY

30 minutes during Regular Business Hours. Regular business hours are defined as Monday – Friday, 8:00 a.m. to 5:00 p.m., excluding County holidays.

One (1) hour from the initial notification during After-Hours, weekends, and holidays. After-Hours are defined as 5:00 pm – 8:00 am Monday – Friday, Weekends 5:00 pm Friday – 8:00 am Monday and holidays as 12:00 am – 11:59 pm.

All other calls will be scheduled to meet requirements

1.1.1.2. An approved Help Desk logging system with Self-Service access.

1.1.1.3 Primary IT Contact Information for Support

- Phone: (707)234-6000
- Email: trackitsubmit@mendocinocounty.org
- Self-Service: webapps.mendocino.gov
 - Information Services Work Orders

1.1.2. Enterprise IT Infrastructure

1.1.2.1. Support for IT Infrastructure according to County Wide Enterprise Internal Services Fund (ISF).

1.1.2.2. Refer to Exhibit B for list of ISF Technical Services and Support rates.

1.1.3 Documentation will be maintained for all services provided.

1.1.4 COUNTY IT shall maintain strict confidentiality controls over Child Support Enforcement program data files. The use or disclosure of information concerning the applicants and recipients of child support services is strictly forbidden. The use or disclosure of this information will result in criminal prosecution by CUSTOMER.

1.2 Exclusions – COUNTY IT will NOT provide:

1.1.1 Support for unlicensed or unregistered products, or products not outlined in this agreement, unless otherwise specified.

1.1.2 Support for products operating in environments that do not meet the recommended minimum configuration standards. Special exceptions and support arrangements may be negotiated in regard to this requirement for system configurations that are not within the control of the customer.

1.1.3 Support for products that violate established policies and procedures.

1.1.4 Funding for providing physical equipment or software.

1.1.5 Support for personally owned equipment or services.

2. Operational Security

IT agrees to maintain the kind of system and operational security required by Federal regulation 45CFR205.50 and 45CFR303.21. This will include security over access to the system by outsiders, control over printed output and control over the loading of input and enhancement cartridges, tapes, disks, and C.D.'s

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

CUSTOMER separately pays to COUNTY IT the established Enterprise Service Fund (ISF) rate. Enterprise ISF billing is processed separately. COUNTY IT certifies that Enterprise ISF established rate is fair compensation for the ISF services.

COUNTY IT will receive payment for all additional technical support to be charged at fully weighted County cost and billed monthly along with any associated materials according to the Technical Services and Support rates listed below.

Within 30 days following each month, COUNTY IT shall submit to CUSTOMER an invoice detailing the COUNTY IT hours spent performing technical support as specified in this Agreement for which reimbursement is sought. Based on the expenses identified in the invoice, CUSTOMER shall remit payment within thirty (30) days, following acceptance of cost report/invoice.

COUNTY IT and CUSTOMER will exercise due diligence in resolving any questions that may arise in regards to services and/or billings. CUSTOMER shall not be charged for operational mistakes and errors unless the errors clearly originated in CUSTOMER.

All payments made to the IS are subject to State and Federal Audits. Any portion of payment made to IS/ determined by audit to be ineligible for Federal Reimbursement, shall be resolved between CUSTOMER and the Federal Agency involved. CUSTOMER will promptly pay for the services under this agreement, as outlined in their monthly billing statement.

MENDOCINO COUNTY INFORMATION TECHNOLOGY TECHNICAL SERVICES AND SUPPORT STANDARD RATES		
SERVICE COSTS	RATE	UNIT OF COST
ENTERPRISE SOFTWARE LICENSING	*ENTERPRISE ISF	ACTUAL BILLED RATE PER ISF
ENTERPRISE WIDE-AREA NETWORK	*ENTERPRISE ISF	ACTUAL BILLED RATE PER ISF
ENTERPRISE AUDIOVISUAL EQUIPMENT	*ENTERPRISE ISF	ACTUAL BILLED RATE PER ISF
ENTERPRISE NETWORK EQUIPMENT	*ENTERPRISE ISF	ACTUAL BILLED RATE PER ISF
ENTERPRISE DATA CENTER EQUIPMENT	*ENTERPRISE ISF	ACTUAL BILLED RATE PER ISF

SUPPORT COSTS*	RATE	UNIT OF COST
ADMINISTRATIVE ASSISTANT	\$48.78 – \$59.28	PER HOUR
APPLICATIONS DEVEL/ANALYST	\$78.76 – \$110.72	PER HOUR
BUSINESS SYSTEMS ANALYST	\$82.68 – \$115.58	PER HOUR
COMMUNICATIONS COORDINATOR	\$91.09 – \$110.72	PER HOUR
COMMUNICATIONS TECHNICIAN	\$71.40 – \$86.81	PER HOUR
GIS COORDINATOR	\$86.88 – \$105.59	PER HOUR
GIS TECHNICIAN	\$71.40 – \$86.81	PER HOUR
IS SPECIALIST	\$70.09 – \$85.20	PER HOUR
IS TECHNICIAN	\$57.67 – \$85.20	PER HOUR
NETWORK SYSTEMS ANALYST	\$81.93 – \$115.16	PER HOUR
TRAVEL COSTS	RATE	UNIT OF COST
MILEAGE	\$0.625	PER MILE

1. Weighted average salary rate is per hour based on the above referenced class specifications. Weighted rates may be modified during the term of this agreement when updates are provided by the Mendocino County Auditor's Office.
 - a. Weighted average salary rates include 5% management administration overhead.

2. Requests for services outside of regular business hours, as identified in Exhibit A, will be billed at the following rates:
 - a. Service charges will equal 1.5 times the weighted average salary rate
 - b. The minimum call out will equal three (3) hours

3. Mileage rate is based on the Internal Revenue Service standard mileage rates and mileage calculations are based on travel from 501 Low Gap, Ukiah and returning to same address.

[END OF PAYMENT TERMS]