

## **SERVICE LEVEL AGREEMENT**

This Service Level Agreement (“Agreement”) is between the County Executive Office (hereinafter “CEO”) and the Mendocino County Employees’ Retirement Association (hereinafter “MCERA”). This Agreement includes definitions of specific terms and a description of the level of service to be provided by the CEO Information Services Division and Facilities and Fleet Division.

WHEREAS, MCERA and the General Services Agency (“GSA”) of the County of Mendocino previously entered into an agreement whereby the GSA provided services to MCERA in a similar manner and pursuant to similar terms as this Agreement;

WHEREAS, the CEO absorbed the GSA into its administration, including the Information Services and Facilities and Fleet Divisions, and thereafter has been providing services to MCERA;

WHEREAS, the stated agreement between the GSA and MCERA expired on November 30, 2015;

WHEREAS, MCERA has continued to request services from the CEO, and the CEO has provided such services to MCERA as requested, under an implied agreement since the GSA-MCERA contract expired;

WHEREAS, the CEO and MCERA desire a written contract moving forward, while setting in writing the implied agreement by which they have been operating since December 1, 2015 when the GSA-MCERA contract expired;

THEREFORE, MCERA and CEO agree as follows:

### **1. Purpose**

This Service Level Agreement has been developed to provide a comprehensive package of professional assistance and support with regard to CEO Information Services Division and Facilities and Fleet Division related services as required by MCERA.

The intention of this Agreement is to define and quantify the levels of special services provided by the CEO Information Services Division and Facilities and Fleet Division staff. It is also the intent of this Agreement to set in writing the implied agreement by which MCERA and CEO have been operating since December 1, 2015.

### **2. Acknowledgement of Implied Agreement from December 1, 2015 - October 31, 2016**

- 2.1. MCERA and CEO agree that they have been operating under an implied agreement since December 1, 2015.
- 2.2. The terms of the implied agreement between MCERA and CEO were documented in the GSA-MCERA service agreement that started on December 1, 2014 but expired on November 30, 2015.
- 2.3. MCERA and CEO hereby acknowledge that MCERA continued to request services from CEO after November 30, 2015, and that CEO, Information Services and Facilities and Fleet Divisions, continued to provide and agree to continue providing the services requested by MCERA until the commencement of this Agreement.
- 2.4. MCERA and CEO hereby agree that they have been abiding by the terms of the stated GSA-MCERA agreement, the terms of which are incorporated herein by

reference, and therefore agree that the terms of that agreement determine the rights and responsibilities of MCERA and CEO until the commencement of this Agreement.

### **3. Duration**

This Agreement shall be in effect from November 1, 2016 through and including December 31, 2017.

### **4. Compensation and Financial Accountability**

- 4.1. In consideration for providing the services contained within this agreement, CEO will receive payment according to the rates listed on Attachment B and incorporated herein by this reference.
  - 4.1.1. Within 30 days following each month, CEO shall submit to MCERA an invoice detailing the costs incurred by CEO in providing the services specified in this Agreement for which reimbursement is sought.
  - 4.1.2. Based on the expenses identified in the invoice, MCERA shall pay CEO within 30 days following acceptance of cost report/invoice, and payment may be made by initiating a cost-applied expenditure transfer of funds (also known as a "journal entry transfer") from MCERA to CEO.
  - 4.1.3. CEO and MCERA will exercise due diligence in resolving any questions that may arise in regards to services and/or billings.
- 4.2. Invoices furnished to MCERA will supply satisfactory documentation to support all charges billed. Invoices will show all actual charges by date service rendered, description of service rendered, hours of usage and/or duration of service performance with the individual performing the service identified, as applicable, billing rate and program served.
- 4.3. All services contracted to an outside vendor will be managed by CEO and MCERA will be billed the actual contract rate.
- 4.4. CEO will distribute overhead costs that cannot be directly charged under this Agreement in accordance with approved County cost allocation plans or other methods that ensure equitable distribution of costs to all users of CEO services.

### **5. Scope of Services**

- 5.1. CEO will provide a range of services as described in Attachment A.
  - 5.1.1 Either CEO or MCERA may unilaterally terminate one or more of the services identified in Attachment A upon 90 days' written notice.
- 5.2. Regular business hours for the scope of this agreement are Monday – Friday, 8:00 a.m. to 5:00 p.m. excluding County holidays.

### **6. Responsibilities and Performance Standard**

- 6.1 CEO shall perform all work in a manner consistent with the level of competency and standard of care normally observed by a person in performance of the services provided by this Agreement.

- 6.1.1. CEO agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by MCERA shall not operate as a waiver or release.
  - 6.1.2. If MCERA determines that any of CEO's work is not in accordance with such level of competency and standard of care, MCERA, in its sole discretion, shall have the right to require CEO to meet with MCERA to review the quality of the work and resolve matters of concern in a mutually acceptable manner. If CEO refuses to meet with MCERA, or fails to adequately address MCERA's concerns in a reasonable amount of time, MCERA shall have the right to terminate this Agreement for cause and pursue any or all other remedies at law or in equity.
- 6.2. CEO agrees to maintain the confidentiality of all records and MCERA information in accordance with all applicable state and federal laws and regulations. This paragraph shall survive termination of the Agreement.

## **7. Indemnification**

CEO shall indemnify, defend, and hold harmless MCERA, its elected or appointed officials, officers, agents, employees or volunteers, from and against any actions, claims, damages, liabilities, or expenses, including but not limited to costs of defense and reasonable attorneys' fees, which arises out of or results from the performance of services by CEO pursuant to this Agreement, which (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss therefrom, or (2) is attributable to any violation of federal, state or municipal law or regulation, and which is caused in whole or in part by any negligent act, omission or willful misconduct of CEO, any subcontractor of CEO, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. MCERA may participate in the defense of any such claim without relieving CEO of any obligation hereunder, but CEO shall have control over the defense and resulting settlement or resolution. To the extent that MCERA is required to agree to any settlement before it can become final, MCERA shall not unreasonably withhold the same.

## **8. Nondiscrimination**

- 8.1. CEO shall comply with all applicable federal, state and local law, rules and regulations in regard to nondiscrimination in employment practices or in delivery of services because of race, color, ancestry, national origin, religion, sex, actual or perceived sexual orientation, marital status, age, pregnancy, medical condition, handicap, AIDS or HIV infection or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
- 8.2. CEO understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

## **9. Termination**

- 9.1. For Cause: Notwithstanding any other provision of this Agreement, should either party fail to perform any of its obligations hereunder, within the time and in the

manner herein provided, or otherwise violate any of the terms of this Agreement, the other party may immediately terminate this Agreement by giving written notice of such termination, which shall include a statement specifying the reason for termination.

- 9.2. Without Cause: Notwithstanding any other provision of this Agreement, either party, MCERA or CEO, may terminate this Agreement, without cause, by giving 90 days written notice to the other party.

## **10. Modification**

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.

## **11. Notices**

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

- 11.1. Personal delivery: When personally delivered to the recipient, notices are effective on delivery.
- 11.2. 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.
- 11.3. 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.
- 11.4. 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 CEO: COUNTY OF MENDOCINO, County Executive Office  
501 Low Gap Road  
Ukiah, CA 95482  
Attn: Christopher Shaver, Deputy CEO

To MCERA: Mendocino County Employees' Retirement Association  
625 B Kings Court  
Ukiah, CA 95482  
ATTN: James Wilbanks, Retirement Administrator

## **12. 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.

### **13. 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.

### **14. Entire Agreement**

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between CEO and MCERA 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.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

**COUNTY OF MENDOCINO**

**MENDOCINO COUNTY EMPLOYEES'  
RETIREMENT ASSOCIATION**

**DEPARTMENT NAME:**

County Executive Office  
Facilities and Fleet Division &  
Information Services Division

By: \_\_\_\_\_  
Christopher Shaver  
DEPARTMENT HEAD

By: \_\_\_\_\_  
James Willbanks  
Retirement Administrator

**INSURANCE REQUIREMENTS:**

RISK MANAGER

By: \_\_\_\_\_  
ALAN D. FLORA, Risk Manager

**NAME AND ADDRESS OF  
CONTRACTOR:**

Mendocino County Employees' Retirement  
Association  
625 B Kings Court  
Ukiah, CA 95482

**ATTORNEY REVIEW:**

APPROVED AS TO FORM:

By \_\_\_\_\_  
Katharine L. Elliott, County Counsel

By \_\_\_\_\_  
Jeff Berk, Counsel for MCERA

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

**EXECUTIVE OFFICE REVIEW:**

APPROVAL RECOMMENDED:

By: \_\_\_\_\_  
CARMEL J. ANGELO  
Chief Executive Officer

**FISCAL REVIEW:**

By: \_\_\_\_\_  
Deputy CEO/Fiscal

## **Attachment A**

### **DEFINITION OF SERVICES**

#### **1. Information Services (“IS”):**

##### **1.1. Inclusions - IS will provide:**

1.1.1. IS agrees to provide the following:

1.1.1.1. Virus updates (6 computers)

1.1.1.2. Internet (6 computers)

1.1.1.3. Email (5 accounts)

1.1.1.4. General Technical Support

1.1.1.5. County network connection

1.1.2. IS will adjust the monthly fee based upon any variation to the number of computers/email accounts serviced under this agreement.

1.1.3. IS will submit a monthly invoice to MCERA.

1.1.4. IS will provide a point of contact e-mail address and phone number.

1.1.5. An approved Help Desk logging system will be operated during normal business hours.

1.1.6. Documentation will be maintained for all services provided.

##### **1.2. Exclusions - IS will NOT provide:**

1.2.1. Support for unlicensed or unregistered products, or products not covered under the vendor’s required maintenance program.

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

1.2.3. Support for products that violate established policies and procedures.

1.2.4. Funding for providing physical equipment or software.

1.2.5. Support for individually owned equipment or services.

#### **2. Facilities:**

2.1. County Executive Office Facilities and Fleet Division agree to provide the following services related to the maintenance and operation of MCERA owned facilities.

- 2.1.1. Project management within owned property.
- 2.1.2. Maintenance
- 2.1.3. Building renovations (only under contract)
- 2.1.4. Painting
- 2.1.5. Roof, electrical, and plumbing repairs
- 2.1.6. HVAC systems management



**Attachment B**

**ESTIMATED STANDARD CEO RATES  
For  
FISCAL YEAR 2016-2017**

Standard CEO rates are published each year. They are based on estimates and are subject to change based on actual costs incurred over the year. Monthly invoices are based on the following rates for July 1, 2016 through June 30, 2017:

<b>INFORMATION SERVICES DIVISION TECHNICAL SERVICES AND SUPPORT RATES</b>		
<b>SERVICE COSTS</b>		
<b>SERVICE COSTS</b>	<b>RATE</b>	<b>UNIT OF COST</b>
Virus Licensing Costs	\$5	Monthly Per PC
Internet	\$5	Monthly Per PC
Email	\$10	Monthly Per Account
<b>County network connection</b>	\$25	<b>Monthly</b>
<b>Total Monthly Services</b>		<b>\$135.00</b>
<b>SUPPORT COSTS*</b>		
<b>SUPPORT COSTS*</b>	<b>RATE</b>	<b>UNIT OF COST</b>
Information Systems Technician	\$54.86 – \$70.05	Per Hour
Network Systems Analyst	\$69.02 – \$88.07	Per Hour
Application Developer Analyst	\$79.90 – \$88.07	Per Hour

<b>FACILITY &amp; FLEET DIVISION SUPPORT SERVICE RATES</b>		
<b>Category</b>	<b>Cost</b>	<b>Unit of Cost</b>
Project Specialist (Project Management)*	\$74.18 – \$77.89	Per hour
Building Maintenance Mechanic (Maintenance)*	\$47.84 – \$61.06	Per hour
Building renovation	**Contract	Actual billed rate per contract
Painting	**Contract	Actual billed rate per contract
Roof, electrical, and plumbing repairs	**Contract	Actual billed rate per contract
HVAC systems management	**Contract	Actual billed rate per contract

- \* 1. Weighted average salary rate is per hour based on the above referenced specifications. Weighted rates may be modified during the term of this agreement when updates are provided by the County Auditor’s Office.
2. Requests for services outside of regular business hours will be billed at the follow rates:
- a. Service charges will equal 1.5 times the weighted average salary rate;
  - b. Double time will apply as required by law;
  - c. The minimum call out will equal three (3) hours.

\*\* Anything other than routine maintenance will be contracted out to an outside vendor. The contract will be managed by CEO and MCERA will be billed the actual contract rate.