

INDEPENDENT CONSULTANT AGREEMENT FOR SPECIAL SERVICES TO BE PROVIDED BY BCOE

This Independent Consultant Agreement for Special Services ("Agreement") is made as of May 3rd, 2021, between the Butte County Office of Education ("BCOE") and Gridley Unified School District ("Client") (together, "Parties").

WHEREAS, the Client is authorized to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if those persons are specially trained and competent to perform the special services required, and the Client has determined the BCOE to be specially trained and competent to perform the special services required under this Agreement.

1. **Services.** The BCOE shall furnish to the Client the services as described in EXHIBIT "A" attached hereto and incorporated herein by this reference ("Services").
2. **Term.** BCOE shall commence providing Services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such Services as required. The term for Services and schedule to provide Services shall be in accordance with the schedule included in EXHIBIT "B";
3. **Compensation.** BCOE compensation from the Client shall be as set forth in EXHIBIT "B" as the proposed fee for Services.
4. **Expenses.** BCOE shall be paid any additional costs or expenses incurred by BCOE in performing Services for Client.
5. **Independent Contractor.** BCOE, in the performance of this Agreement, shall be and act as an independent contractor.
6. **Materials.** Client shall furnish, and pay for all labor, materials, equipment, supplies and other items necessary for BCOE to complete the Services to be provided pursuant to this Agreement.
7. **Termination.** Either party may, with or without reason, terminate this Agreement with thirty (30) days written notice, and be compensated by Client for Services rendered up to the date of termination (i.e., BCOE will be compensated by Client for Services completed to date as a pro-rata amount of the full fees, costs, and expenses).
8. **Indemnification.** To the furthest extent permitted by California law, Client shall, at its sole expense, defend, indemnify, and hold harmless the BCOE, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Client under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The BCOE shall have the right to accept or reject any legal representation that Client proposes to defend the indemnified parties.

9. **Insurance.**

9.1. The BCOE shall procure and maintain at all times it performs any portion of the Services its applicable forms of insurance.

10. **Assignment.** The obligations of the Client pursuant to this Agreement shall not be assigned by the Client.

11. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

If to BCOE:

BUTTE COUNTY OFFICE OF EDUCATION
1859 Bird Street
Oroville, CA 95965
ATTN: Mary Sakuma

If to Client:

GRIDLEY UNIFIED SCHOOL DISTRICT
429 Magnolia Street
Gridley, CA 95965
ATTN: Jordan Reeves

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorneys' fees.

13. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the BCOE's governing board. Services shall not be rendered until Agreement is approved or ratified.

15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County, California.

16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

BCOE:

Dated: _____, 2021

BUTTE COUNTY OFFICE OF EDUCATION

By: _____

Print Name: _____

Title: _____

Client:

Dated: _____, 2021

GRIDLEY UNIFIED SCHOOL DISTRICT

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

Scope of Services

Butte County Office of Education (BCOE) will provide LAN Services to Gridley Unified School District. The LAN Services provided for the District under this agreement are for the design, installation, maintenance, and support of LAN networking equipment. This service is available to GUSD (District) departments and Administrative units for support of customers within a building, campus, or remote small office environments. Specific services to be provided include:

1. Provide LAN Services to the district in accordance with industry best practices
2. Provide installation, maintenance and support of LAN based hardware (Servers, Switches and Wi-Fi)
3. Provide installation, maintenance and support of end user devices (Workstations, Printers and Peripherals)
4. Provide support for Google (GAFE) which includes configuration and management
5. Chromebook, tablet and mobile device provisioning
6. Hardware and software configuration changes as needed
7. Software upgrades and patches (including bug fixes and security patches) as needed
8. Coordination of all hardware/software repairs with the district representative
9. Identify and diagnose failed components and assist with installation of replacement components
10. Monitoring of the core network infrastructure (Servers, Network)
11. Provide annual budget recommendations for new technology
12. Assist with district wide implementation of backups
13. Installation and support of video conferencing systems
14. Project planning, oversight and management
15. Documentation of network infrastructure

Services Not Included

The following services are not included with our LAN Service:

- Cost for hardware replacement devices or components
- Cost for software and licenses
- Installation, configuration, or maintenance of Wide Area Network (WAN) equipment
- Installing or relocating wiring
- Installation or mounting of projectors, cameras, bell systems, speakers, clocks and alarm system
- Technical training of non BCOE employee
- E-Rate consulting and assistance
- Web site development and hosting
- Provide support for non-district owned equipment
- Support and maintenance of phone systems (POTS)

Customer Responsibilities

- Submit a request by phone or email to the ITS Service Desk for any Information Technology related services requests
- Designate a point of contact(s) responsible for submitting IT related work requests
- Must pay invoices within two weeks of receiving

SLA – Service Level Agreement

- BCOE will acknowledge voice or email inquiries regarding LAN support requests within 8 hour during support hours
- Response to service interruptions will include voice, email, SMS, or physical response, depending on the severity of the issue
- If the LAN support request is not deemed an emergency, a service request will be scheduled for the next LAN service support day
- Technical support may include remote, telephone or in-person support
- BCOE ITS will coordinate the repair or replacement of LAN equipment with the designated site contact
- Scheduled routine maintenance will need to be performed occasionally on District owned servers or network equipment for software upgrades, hardware upgrades, and patches, which may need to happen during school hours
- BCOE will provide at least 2 week notice for planned scheduled maintenance that creates a service interruption

EXHIBIT "B"

Fee Schedule

Terms of Agreement

- The term of this contract is for three (3) years effective 7/1/2021 through 6/30/2024
- Two days a week for the first quarter (August through October)
- One day week of support after the first quarter of every year
- The annual cost for 450 hours of LAN service is \$42,750 (\$95/hr.)

Optional Services

- Virtual Server Hosting and backup services at Butte County Office of Education Colocation Center (Rates will vary depending on disk, CPU and memory requirements) See Attachment A

Attachment A

Item no.		Quarterly Hosting Fee
1	DC, File, GUSD-File-Old, IT, Print, Students-DC, Thycotic, GUSD-Files, GUSD-Util	Quarterly Service Charge: \$1,179.37

*Hosting fee is based on 9 servers and price will vary if servers are added, modified or removed.

*Payments will be broken into four quarters and added to the quarterly LAN bill.

Virtual Machine Hosting Services Waiver:

BCOE will use and maintain appropriate daily backups of your Virtual Servers within the BCOE Datacenter. Although routine maintenance of backups and reports are heavily monitored, BCOE cannot be held responsible for any data loss, alteration, and corruption of any software, data or files. This also includes data corruption due to database problems, lapse in time from a previous restore point, software bugs, hardware failures, malicious attacks, or natural disaster.