



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-6

For the meeting of: October 21, 2014

Date: October 7, 2014
To: Board of Supervisors
From: Phillip Smith-Hanes, County Administrative Officer *PSH*
Subject: Agreement for Network Support Services

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the attached professional services agreement with Development Group, Inc. (DGI) for network monitoring, maintenance, hardware replacement and support services;
2. Authorize the Chair of the Board to sign three (3) originals of the proposed agreement; and
3. Direct the Clerk of the Board to return two (2) signed originals of the proposed agreement to the Information Technology division.

SOURCE OF FUNDING:

Information Technology Internal Service Fund 3550.

Prepared by Cheryl Dillingham

CAO Approval

Amy Olsen

REVIEW:

Auditor

County Counsel

Sm

Human Resources

DT

Other

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Sundberg* Seconded by Supervisor *Bass*

Ayes *Sundberg, Lovelace, Bohn, Fennell, Bass*
Nays
Abstain
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *Oct. 21, 2014*

By:

Kathy Hayes
Kathy Hayes, Clerk of the Board

DISCUSSION:

The County of Humboldt relies upon an extensive computer network to conduct business and operations. Computers have become a standard office tool and network outages have the potential to impact County staff's ability to perform normal work activities. Having a dependable network is important to almost all services and functions provided by the County.

In 2008 the County replaced the core switches and a large portion of the infrastructure of the County's computer network. Due to limited financial resources there has not been significant replacement of network equipment since that time. It is estimated that more than 75% of the existing network equipment has exceeded the manufacturer warranty period.

In an effort to limit the risk of network outages and unbudgeted expenditures for failed equipment Information Technology would like to contract with DGI to provide network hardware support and replacement services. The proposed services included in the attached agreement with DGI include replacement of all covered devices, on-call support for equipment failures, network documentation, monitoring and maintenance. The agreement is intended to provide a replacement warranty for all primary network equipment. Additionally if an out-of-service event occurs at a time when Information Technology staff are not available DGI will provide back-up network support services.

DGI has a California Multiple Award Schedule contract therefore no Request for Proposals was done for this service. Staff recommends that the Board approve the proposed agreement and authorize the Chair to sign three originals thereof.

FINANCIAL IMPACT:

The recommended network hardware support and replacement services will cost \$76,187.82 annually for a total cost of \$228,562 over the three year term of the agreement. Funding for the agreement with DGI is budgeted and available in the Information Technology budget.

This proposed contract with DGI supports the Board's Strategic Framework by managing resources to ensure sustainability of services.

OTHER AGENCY INVOLVEMENT: None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may decide not to approve the agreement with DGI. This is not recommended because it could leave the County vulnerable to costly network failure events.

ATTACHMENTS:

Professional Services Agreement with Development Group, Inc.

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
DEVELOPMENT GROUP, INC.**

This Agreement, entered into this 21st day of October, 2014, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Development Group, Inc., a California corporation, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

WHEREAS, COUNTY, by and through its County Administrative Office – Information Technology Division, desires to retain the services of CONSULTANT to maintain COUNTY's technology network through active monitoring, regular scheduled maintenance, hardware replacement and continuous technological support; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONSULTANT has represented that it is qualified to perform such services.

NOW THEREFORE BE IT AGREED:

1. DESCRIPTION OF SERVICES:

- A. Professional and Maintenance Services. CONSULTANT agrees to furnish the services described in Exhibit A – Schedule of Services, which is attached hereto and incorporated herein by reference. In providing such services and assistance, CONSULTANT agrees to fully cooperate with the County Administrative Office, Information Technology Division Director or designee thereof, hereinafter referred to as "DIRECTOR."
- B. Scope of Services. This Agreement covers COUNTY's existing switches, routers, security devices, servers, wireless controllers and wireless access points. Additional Professional and maintenance services for installations occurring after the effective date of this Agreement are not included herein.

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect for a period of three (3) years, unless sooner terminated as provided herein.

3. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONSULTANT fails to adequately perform the services required hereunder, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

- B. Without Cause. This Agreement may be terminated by COUNTY without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is terminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation. In the event of any termination of this Agreement, CONSULTANT shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONSULTANT.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY under this Agreement is Two Hundred Twenty Eight Thousand Five Hundred Sixty Two Dollars and Fifty Six Cents (\$228,562.56). CONSULTANT agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount.
- B. Additional Services. Any additional services not otherwise provided for herein, shall be provided and compensated only upon written authorization from COUNTY.

5. PAYMENT:

CONSULTANT shall submit to COUNTY monthly invoices itemizing all work completed. Invoices shall be in a format approved by, and shall include backup documentation as specified by, DIRECTOR and the Humboldt County Auditor-Controller. CONSULTANT shall submit a final undisputed invoice for payment no more than thirty (30) days following the expiration or termination date of this Agreement. Payment for work performed will be made within thirty (30) days after the receipt of approved invoices.

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Administrative Office
Information and Technology Division
839 Fourth Street
Eureka, CA 95501

CONSULTANT: Development Group, Inc.
PO Box 991484
Redding, CA 96099

7. REPORTS:

CONSULTANT agrees to provide COUNTY with any and all reports, which may be required by local, state or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONSULTANT agrees to timely prepare accurate and complete financial, performance and payroll records relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed.
- B. Inspection of Records. CONSULTANT hereby agrees to make all records, documents, conditions and activities, related to the services provided hereunder, available during normal business hours to inspection, audit and reproduction by any duly authorized agents of the State of California or COUNTY for a period of three (3) years after final payment under this Agreement. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or COUNTY. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

9. MONITORING:

CONSULTANT agrees that COUNTY has the right to monitor all activities related to this Agreement, including the right to review and monitor CONSULTANT's records, programs or procedures, at any time, as well as the overall operation of CONSULTANT's programs in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONSULTANT pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act ("CMIA"); the federal Health Information Technology for Economic and Clinical Health Act, ("HITECH Act"); the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal

Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONSULTANT certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONSULTANT becomes a Nuclear Weapons Contractor.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

13. DRUG-FREE WORKPLACE:

By signing this Agreement, CONSULTANT hereby certifies that CONSULTANT will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and

specifies the actions to be taken against employees for violations.

- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. CONSULTANT's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation and employee assistance programs; and
4. Penalties that may be imposed upon employees for drug abuse violations.

- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:

1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and
2. Agree to abide by the terms of CONSULTANT's Drug-Free Policy as a condition of employment.

- D. Noncompliance. Failure to comply with these requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONSULTANT may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONSULTANT violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

CONSULTANT shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, CONSULTANT's performance of, or failure to comply with, any of the obligations contained herein, except such loss or damage which was caused by the negligence or willful misconduct of COUNTY.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONSULTANT is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations provided for herein, CONSULTANT shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection

with, the activities of CONSULTANT, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property commonly referred to "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.

2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to and approved by COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet the above aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attn: Risk Management
825 5th Street, Room 131
Eureka, California 95501

CONSULTANT: Development Group, Inc.
PO Box 991484
Redding, CA 96099

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee,

partnership, joint venture, or any other similar association. Both parties further agree that CONSULTANT shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation.

17. COMPLIANCE WITH LAWS:

CONSULTANT agrees to comply with all applicable local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act. CONSULTANT further agrees to comply with all applicable local, state and federal licensure and certification requirements.

18. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

19. ASSIGNMENT:

CONSULTANT shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONSULTANT to obtain supplies, technical support or professional services.

20. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

21. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONSULTANT. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any funds disbursed to CONSULTANT, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

22. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

23. AMENDMENT:

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

24. STANDARD OF PRACTICE:

CONSULTANT warrants that CONSULTANT has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

25. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this Agreement submitted by CONSULTANT shall become the property of COUNTY. However, CONSULTANT may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason, CONSULTANT shall promptly turn over all information, writings and documents to COUNTY without exception or reservation.

26. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

27. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media (television, radio, newspapers and internet). CONSULTANT shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to DIRECTOR.

28. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be delivered hereunder. Any and all subcontracts will be subject to all applicable provisions of this Agreement. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

29. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement from being performed, the prevailing party in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by Humboldt County Counsel, to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

30. SURVIVAL:

The duties and obligations of the parties set forth in Sections 3(D), 8, 10 and 14 shall survive the expiration or termination of this Agreement.

31. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in paragraphs 1 through 36 of this Agreement, paragraphs 1 through 36 of this Agreement shall have priority.

32. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

33. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

34. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

35. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties.

36. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

DEVELOPMENT GROUP, INC.

By:  _____

Date: 10-9-2014

Name: DANIEL LOCKWOOD

Title: PRESIDENT

By:  _____

Date: 10-9-2014

Name: JASON EATON

Title: VP

COUNTY OF HUMBOLDT

By:  _____

Date: 10/21/14

Rex Bohn

Chair, Board of Supervisors

APPROVED AS TO FORM:

By:  _____

Date: 10-14-14

Deputy County Counsel

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  _____

Date: 10/14/14

Risk Analyst

EXHIBIT A
Schedule of Services
Development Group, Inc.

Under the terms of the Professional Services Agreement, entered into on _____, 2014, by and between Development Group, Inc., a California corporation, hereinafter referred to as "CONSULTANT," and the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," CONSULTANT shall provide the following professional and maintenance services:

1. EQUIPMENT REPLACEMENT:

- A. Covered Devices. CONSULTANT shall replace COUNTY's existing routers, switches, firewall security devices, wireless controllers and wireless access points, including end of support and non-Cisco devices, in the event of product failure with the same or equivalent version of that device. All replacement devices shall be pre-loaded with correct configurations for quick replacement.
- B. Core Switches. CONSULTANT shall purchase Smartnet, or equivalent service, for the two (2) core 6500 series switches to allow for four (4) hour replacement of these switches.
- C. Shipment and Delivery. CONSULTANT shall be responsible for the shipping and handling of all replacement devices and shall select the method and carrier for delivery thereof.

2. SUPPORT SERVICES:

- A. Basic Support Services. CONSULTANT shall provide basic support services, including, without limitation, troubleshooting and diagnosis, Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Standard Time (holidays excluded). Such services shall include any reasonable assistance the COUNTY may require.
- B. On-Call Support Services. CONSULTANT shall provide on-call response to exceptional network events, including, but not limited to, circuit and equipment failures, twenty four (24) hours per day, seven (7) days per week. Such services shall include any reasonable assistance the COUNTY may require.

3. MONITORING AND MAINTENANCE SERVICES:

- A. Monitoring Services. CONSULTANT shall provide the following monitoring services in accordance with the terms and conditions of the above-referenced Professional Services Agreement:
 - 1. Device availability monitoring and alerting.
 - 2. Link capacity monitoring and alerting, including QoS policy monitoring and alerting.
 - 3. Specialized monitoring and alerting for Cisco ASA, Cisco WLC, Cisco 6500 series switches, and APs.
 - 4. Environment monitoring and alerting, when applicable.

5. Historical and trend analysis reporting to develop a business case for a technology investment.
 6. Customer web portal to view network performance and availability, trouble tickets and reports.
- B. Maintenance Services. CONSULTANT shall provide the following maintenance services in accordance with the terms and conditions of the above-referenced Professional Services Agreement:
1. Software security patching and firmware updates.
 2. Device inventory and asset updates.
 3. Configuration backups for all devices.
 4. Unlimited network moves, adds and changes.
- C. Maintenance Schedule. CONSULTANT shall provide all regularly scheduled maintenance services, on Tuesdays and Thursdays, 4:00 a.m. to 7:00 a.m. Pacific Standard Time or as otherwise agreed to by both parties from time to time.

4. ADMINISTRATIVE SERVICES:

- A. Management Services. CONSULTANT shall provide the following management services in accordance with the terms and conditions of the above-referenced Professional Services Agreement:
1. Planning and capacity design session (as warranted).
 2. Quarterly network operations meetings to review completed work and discuss outstanding issues, such as network change requests and open tickets.
 3. Management action authentication, authorization and accounting for all commands executed.
 4. Accounting for all management commands executed on all network devices if supported by the device.
- B. Network Documentation. CONSULTANT shall provide the following network documentation in accordance with the terms and conditions of the above-referenced Professional Services Agreement:
1. Monthly reports documenting all added equipment, network changes and maintenance services to allow COUNTY to budget for upcoming upgrades.
 2. Up-to-date network documentation, including, without limitation, circuit numbers, device information, phone numbers and carrier service level agreements.
 3. Wireless surveys as needed.

5. NETWORK COMPLIANCE:

The COUNTY may direct the CONSULTANT to implement network security features which the COUNTY determines, through its own evaluation, meet the requirements of any local, state and/or federal security and/or encryption requirements to which the COUNTY is obligated. Because of the continuous evolution of the sophistication of network based threats and infrastructure technologies, CONSULTANT does not make and it is acknowledged that CONSULTANT cannot make any warranty or representation that any system attack or impacting incident will be detected or prevented.