

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF TEHAMA
AND THE
TEHAMA COUNTY DEPARTMENT OF EDUCATION FOR
INFORMATION TECHNOLOGY SUPPORT SERVICES

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is dated July 1, 2024, and made between the **COUNTY OF TEHAMA** (“Tehama”) and the **TEHAMA COUNTY DEPARTMENT OF EDUCATION** (“Education”). This MOU is made in reference to the following facts:

RECITALS:

- (a) Tehama requires information technology support services for the Tehama County Library.
- (b) Education presently employs information technology staff with the expertise and capability to provide the necessary services to Tehama.
- (c) Tehama desires to structure and manage its information technology in accordance with the “best practices” in the industry.
- (d) The parties desire to enter into an MOU authorizing the staff of Education to assist Tehama in carrying out said services.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. The above recitals are hereby incorporated into this Agreement.
- 2. This MOU is authorized by Government Code sections 6500 et seq. This MOU shall be administered by Education, and does not create a public agency separate from the parties hereto.
- 3. Upon request from Tehama, appropriately qualified staff of Education shall plan, organize, and coordinate with the Tehama County Librarian to direct overall IT operations at all branches of the Tehama County Library.
- 4. Upon request from Tehama, appropriately qualified staff of Education will assist the Librarian in coordinating technology functions and the oversight of IT contracts.
- 5. Upon request from Tehama, Education staff will assist the librarian in IT purchases in accordance with bidding regulation and other procedures applicable to such purchases by the County of Tehama, including but not limited to Chapter

4.24 of the Tehama County Code.

6. Upon request from Tehama, appropriately qualified staff of Education shall provide the following LAN/desktop support services including but not limited to:
 - a. Personal Computer setup/installation/maintenance.
 - b. Local desktop software installation and configuration.
 - c. Operating system setup and installation.
 - d. Network based software installation and configuration.
 - e. Local printer installation and setup.
 - f. Server based printer installation.
 - g. Individual staff technology in-service.
 - h. Project management and purchasing recommendations.
 - i. Troubleshoot PC hardware problems.
 - j. Routine PC replacement.
 - k. Installation and configuration of LAN switching equipment.
 - l. DHCP server(s).
 - m. Network troubleshooting.
 - n. Microsoft Active Directory administration.
 - o. Microsoft File Server installation and configuration.
 - p. Microsoft Active Directory support.
 - q. Microsoft Server installation and configuration.
 - r. Management of backup software/hardware.
 - s. Google Apps setup and configuration/support.
 - t. Food service software setup and configuration/support.
 - u. Projector/media system design and support.
 - v. Wireless network design, installation, and support.
 - w. Testing and assessment system support
 - x. Autodialer software support
 - y. Data integration and automation with SIS system

7. Upon request from Tehama, appropriately qualified staff of Education shall provide the following server hosting support services but not limited to:
 - a. Hosting of servers on colocation or in a virtual environment located at the Tehama County Department of Education datacenter.
 - b. Backup servers at Tehama County Department of Education.

8. Education will respond to the following emergency situations within four business hours of notification by the Tehama County Librarian if the situation is related to incidents where the Network Server or the Local Area Network is down.

9. Tehama agrees to reimburse Education for the services set forth above, at the all-inclusive rate of \$75.00 per hour. The amount payable to Education under this MOU shall not exceed Fifteen Thousand Dollars (\$15,000) without further amendment in writing, by the parties hereto.

10. Each quarter, Education shall submit to Tehama a statement of services rendered, if any. Tehama shall make payment of all undisputed amounts within 30 days of receipt of Education's statement.
11. This agreement shall become effective as of July 1, 2024, and shall remain in effect until June 30, 2025, unless terminated due to conditions set forth herein.
12. Either party may terminate this MOU on 30 days' written notice. Additionally, either party may terminate this agreement immediately upon oral notice should their respective legislative body decline to appropriate funding or reduce any funding previously appropriated for this agreement or any activity hereunder in any fiscal year.
13. Education shall, during the entire term of this MOU, be construed to be an independent contractor and nothing in this contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow Tehama to exercise discretion or control over the professional manner in which Education performs the services which are the subject matter of this contract. Education staff performing services under this MOU shall at all times remain employees of Education, and shall not be deemed employees of Tehama for any purpose. Education shall be solely responsible for any and all compensation, payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for any Education employee providing services under this MOU.
14. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties hereto pursuant to Government Code section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree, pursuant to Government Code section 895.4, as follows:

Tehama shall hold harmless, defend, and indemnify Education, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of Education) being damaged by the negligent acts, willful acts, or errors or omissions of Tehama, or any person employed by or under Tehama in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Education.

Education shall hold harmless, defend, and indemnify Tehama, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees,

litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of Tehama) being damaged by the negligent acts, willful acts, or errors or omissions of Education, or any person employed by or under Education in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Tehama.

15. Tehama and Education shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public, with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.
16. Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.
17. All services to be performed pursuant to this MOU shall be performed in accordance with all applicable federal, state, county, district, and municipal laws, ordinances, regulations, and rules.
18. This MOU supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms of compensation, and otherwise. This MOU shall not be amended, except in a writing that is executed by authorized representatives of both parties.

IN WITNESS WHEREOF, Tehama and Education have executed this Memorandum of Understanding on the day and year set forth below.

Date: _____

COUNTY OF TEHAMA

By: _____
Chair,
Tehama County Board of Supervisors

Date: _____

TEHAMA COUNTY DEPARTMENT OF EDUCATION

By _____
Rich Duvarney, Superintendent of Schools
Tehama County Department of Education