

2 2020-2021
3 NETWORK SUPPORT SERVICES AGREEMENT
4 NEWPORT-MESA UNIFIED SCHOOL DISTRICT

5 This Network Support Services Agreement is hereby entered
6 into this 1st day of July, 2020, by and between the Orange County
7 Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California
8 92626, hereinafter referred to as SUPERINTENDENT, and Newport-Mesa
9 Unified School District, 2985-A Bear Street, Costa Mesa, California
10 92626, hereinafter referred to as DISTRICT. SUPERINTENDENT and
DISTRICT shall be collectively referred to as the Parties.

11 Now, THEREFORE, the Parties hereto mutually agree as
12 follows:

13 1.0 BASIS OF AGREEMENT. Provide network support services for data
14 connectivity and support along with DISTRICT internet circuit(s)
15 handoff and Distributed Denial of Services (DDoS) Protection to
16 school districts within Orange County in accordance with the terms
17 and conditions set forth in this AGREEMENT.

18 2.0 NETWORK SUPPORT. SUPERINTENDENT agrees to provide DISTRICT
19 access to applications and services via the SUPERINTENDENT'S network
20 utilized by the SUPERINTENDENT. Applications and services shall
21 include access to the following:

- 22 1. Payroll Services
- 23 2. Financial (Separate contract required)
- 24 3. Human Resources (Separate contract required)
- 25 4. Time and Attendance (Separate contract required)
5. Imaging/Workflow (i.e. Pan, etc.) (Separate contract

required)

6. Data Center Site Services-California (Separate contract required)

7. Data Center Site Services-Arizona (Separate contract required)

8. Technical Support/Professional Services (Separate contract required)

9. Security Consulting Services (Separate contract required)

3.0 DDoS PROTECTION. SUPERINTENDENT shall make the best effort to protect against a Distributed Denial of Services (DDoS) attack against the DISTRICT. DISTRICT agrees that network traffic for the DISTRICT may be rerouted during a DDoS attack to a third party entity for protection. DISTRICT also agrees that SUPERINTENDENT may use alternative methods for DDoS protection. DDoS protection mechanism will only need to inspect META Data.

4.0 TERM. This AGREEMENT shall be in full force and effect for the period commencing July 1, 2020, and ending on June 30, 2021, subject to termination as set forth in this AGREEMENT.

5.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services rendered pursuant to Section 2.0 of this AGREEMENT a total amount not to exceed Four thousand six hundred dollars (\$4,600.00). The charges are based on the actual expenses incurred by SUPERINTENDENT in supporting the connectivity between DISTRICT and SUPERINTENDENT through the circuit, Internet service providers, and vendors providing equipment, lines, services and DDoS Protection. DISTRICT shall be notified in writing of any increase in charges incurred by

1 SUPERINTENDENT in supporting the network. DISTRICT agrees to pay
2 SUPERINTENDENT the actual charges within thirty (30) days upon
3 receipt of an itemized invoice from the SUPERINTENDENT.

4 6.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing
5 technical support and assistance on SUPERINTENDENT'S Network between
6 the DISTRICT and SUPERINTENDENT, provided however, that the
7 availability or performance of this technical support service shall
8 not be construed as altering or affecting SUPERINTENDENT'S
9 obligations as set forth in this AGREEMENT. SUPERINTENDENT'S
10 technical support via telephone shall be provided to DISTRICT
11 without charge Monday through Friday from 7:00 A.M. - 5:00 P.M.,
12 excluding SUPERINTENDENT'S holidays. Technical support outside of
13 this timeframe will require prior authorization.

14 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times
15 shall be an independent contractor and shall be wholly responsible
16 for the manner in which the services required by the terms of this
17 AGREEMENT are performed. Nothing herein contained shall be
18 construed as creating the relationship of employer and employee, or
19 principal and agent, between SUPERINTENDENT and DISTRICT.
20 SUPERINTENDENT assumes the responsibility for the acts of its
21 employees or agents as they relate to the services to be provided.
22 SUPERINTENDENT, its officers, agents, and employees, shall not be
23 entitled to any rights, and/or privileges of DISTRICT'S employees
24 and shall not be considered in any manner to be DISTRICT'S
25 employees.

8.0 HOLD HARMLESS.

1 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
2 hold harmless DISTRICT, its Governing Board, officers, agents, and
3 employees from every claim or demand and every liability loss,
4 damage, or expense of any nature whatsoever which may be incurred by
5 reason of any negligent acts or omissions of employees, agents or
6 officers of SUPERINTENDENT or the Orange County Board of Education
7 during the period of this AGREEMENT.

8 B. DISTRICT hereby agrees to indemnify, defend, and hold
9 harmless SUPERINTENDENT, the Orange County Board of Education, and
10 its officers, agents, and employees from every claim or demand and
11 every liability, loss, damage, or expense of any nature whatsoever
12 which may be incurred by reason of any negligent acts or omissions
13 of employees, agents or officers of DISTRICT during the period of
14 this AGREEMENT.

15 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
16 they will not engage in unlawful discrimination of persons because
17 of race, color, religious creed, national origin, ancestry, physical
18 handicap, medical condition, marital status, or sex of such persons.

19 10.0 APPLICABLE LAW. The services completed herein must meet the
20 approval of the DISTRICT's general right of inspection to secure the
21 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree
22 to comply with all federal, state and local laws, rules, regulations
23 and ordinances that are now or may in the future become applicable
24 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel
25 engaged in operations covered by this AGREEMENT or occurring out of
the performance of such operations.

1 11.0 ASSIGNMENT. Neither party shall subcontract or assign this
2 AGREEMENT or the performance of any of the services set forth in
3 this AGREEMENT without prior written approval of the non-assigning
4 party.

5 12.0 TERMINATION. This AGREEMENT may be terminated by
6 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of
7 sixty (60) days prior written notice to the other party.

8 13.0 TOBACCO USE POLICY. In the interest of public health, the
9 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
10 use of any tobacco products are prohibited in buildings and
11 vehicles, and on any property owned, leased or contracted for by the
12 SUPERINTENDENT. Failure to abide with conditions of this policy
13 could result in the termination of this AGREEMENT.

14 14.0 NOTICES. All notices or demands to be given under this
15 AGREEMENT by either party to the other shall be in writing and given
16 either by: i) Personal service, or ii) U.S. Mail, mailed either by
17 registered or certified mail, return receipt requested, with postage
18 prepaid. Service shall be considered given when received if
19 personally served or, if mailed, on the third (3rd) day after
20 deposit in any U.S. Post Office. The address to which notices or
21 demands may be given by either party may be changed by written
22 notice given in accordance with the notice provisions of this
23 section. As of the date of this AGREEMENT the addresses of the
24 parties are as follows:

25 DISTRICT: Newport-Mesa Unified School District
2985-A Bear Street
Costa Mesa, California 92626
Attn: _____

1 SUPERINTENDENT: Orange County Superintendent of Schools
2 200 Kalmus Drive
3 P.O. Box 9050
4 Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

5 15.0 SEVERABILITY. If any term, condition or provision of this
6 AGREEMENT is held by a court of competent jurisdiction to be
7 invalid, void, or unenforceable, the remaining provisions will
8 nevertheless continue in full force and effect and shall not be
9 affected, impaired or invalidated in any way.

10 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
11 shall be governed by the laws of the State of California, with venue
12 in Orange County, California.

13 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
14 attached hereto constitute the entire AGREEMENT between
15 SUPERINTENDENT and DISTRICT regarding the services and any agreement
16 made shall be ineffective to modify this AGREEMENT in whole or in
17 part unless such agreement is embodied in an Amendment to this
18 AGREEMENT which has been signed by both Parties. This AGREEMENT
19 supersedes all prior negotiations, understandings, representations
20 and agreements.

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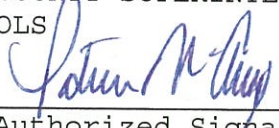
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1 IN WITNESS WHEREOF, the Parties hereto have caused this
2 AGREEMENT to be executed.

3 DISTRICT: NEWPORT-MESA UNIFIED
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____
6 Authorized Signature

BY:  _____
Authorized Signature

7 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

8 TITLE: _____

TITLE: Administrator

DATE: _____

DATE: April 2, 2020

9 Newport-Mesa Unified School District-NetworkSupport-Intranet(50028)21
10 Zip9