



**Service Level Agreement (SLA)**  
**for**  
**Tracy Public Cemetery District**  
**by**  
**San Joaquin County Information Systems Division (ISD)**

**Effective Date: 03-28-2022**

<b>Document Owner:</b>	San Joaquin County Information Systems Division (ISD)
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**Version**

<b>Version</b>	<b>Date</b>	<b>Description</b>	<b>Author</b>
1.0	03-28-2022	Service Level Agreement	IS Manager

**Approval**

*(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)*

<b>Approvers</b>	<b>Role</b>	<b>Signed</b>	<b>Approval Date</b>
ISD Director	Service Provider		
TPCD Representative	Customer		



## Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between San Joaquin County Information Systems Division (“ISD” or “Service Provider”) and Tracy Public Cemetery District (“TPCD,” “Customer” or “Special District”) for the provisioning of IT services required to support and sustain TPCD’s Website.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders or otherwise terminated as provided herein.

This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

### 1. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Customer(s) by the Service Provider(s).

The **goal** of this Agreement is to obtain mutual agreement for IT service provision between the Service Provider(s) and Customer(s).

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.
- Clearly define costs to be incurred by the Special District for services identified.

### 2. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

**IT Service Provider(s):** San Joaquin County ISD (“Provider”)



**IT Customer(s):** Tracy Public Cemetery District (“Customer”)

### 3. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **Business Relationship Manager** (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

**Business Relationship Manager:** IS Manager Name, ISD  
**Review Period:** Annually (12 months)  
**Previous Review Date:** MM-DD-YYYY  
**Next Review Date:** MM-DD-YYYY

Any notice required to be given pursuant to the terms and conditions of this Agreement shall be in writing, and shall be effected by one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless otherwise designated in writing by either party, such notice shall be mailed to the following addresses:

<b>ISD</b> Attn: IS Manager Name, ISD 44 N. San Joaquin Street Fourth Floor, Suite 455 Stockton, CA 95202	<b>Customer</b>
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### 4. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

#### 4.1. Service Scope

The following Services are covered by this Agreement;

- Maintenance and administration for Customer Website:
  - Website domain name
  - Web pages



- Application Support
- Provided assistance, as requested, for support of the Customer Website.
- Planned or Emergency Onsite assistance

## 4.2. Customer Requirements

**Customer** responsibilities and/or requirements in support of this Agreement include:

- Maintain website content.
- Availability of customer representative(s) when resolving a service related incident or request.

## 4.3. Service Provider Requirements

**Service Provider** responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents.
- Appropriate notification to Customer for all scheduled maintenance.

## 4.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

## 4.5. Costs and Compensation

Customer will compensate the Service Provider based on the following cost breakdown:

1. One Time Website Setup Charge	\$12,553.00
2. Annual License Charge	\$3,155.00
3. Ongoing Support – Per Hour	<u>\$156.91</u>

Service Provider shall bill Customer after the provision of Services as set forth herein and within Section 5.1 above. Customer shall provide full payment to Service Provider of the billed amount by the fifteenth day of the date of billing. In the event payment is not timely made, Service Provider may, at its option, terminate this Agreement.

If Customer fails to timely compensate Service Provider as provided in this Agreement, Customer shall be held liable for the reasonable cost of collecting such compensation, including attorney's fees and court costs incurred by Service Provider. In no event shall Service Provider be held liable for reimbursing Customer for the costs to procure



alternative services to those services provided under Section 5.1 of this Agreement regardless of whether Customer or Service Provider initiates termination of this Agreement.

## 5. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

### 5.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- ISD will provide monitoring and support for website(s) that are visible and accessible to ISD.
- ISD will notify designated Customer representative of Website outage within 15 minutes of detection/report of outage. Support for covered devices within 30 minutes of outage detection/report.
- Telephone support : 7:00 A.M. to 5:00 P.M. Monday – Friday
  - Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call.
- Email support: Monitored 7:00 A.M. to 5:00 P.M. Monday – Friday
  - Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day
- Assistance, unrelated to service outage, guaranteed within 24 hours during the business week

### 5.2. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

- 15 minutes (during business hours) for issues classified as **High** priority.
- Within 2 hours for issues classified as **Medium** priority.
- Within 24 hours for issues classified as **Low** priority.



Remote assistance will be provided in accordance with the above timescales dependent on the priority of the support request.

## 6. Termination

This Agreement may be terminated by either party upon thirty (30) calendar days advance notice to the other party. Notwithstanding such termination, Customer shall compensate Service Provider for the services provided through the date the termination of the Agreement becomes effective.

## 7. Indemnification and Hold Harmless

Customer agrees that it shall indemnify, defend and hold harmless the Service Provider, the members of its Board of Supervisors, its officers, agents, and employees, from and against all demands, claims, damages, losses, expenses, and costs including attorneys' fees and court costs arising out of and/or resulting from the performance of the activities and services contemplated by this Agreement, except for demands, claims, damages, losses, expenses, and costs resulting from the sole and exclusive gross negligence of the Service Provider.

## 8. Limitations of Liability

In no event shall Service Provider be responsible for any damage, compensatory, consequential, punitive, or special in the event that Customer is unable to access and/or obtain information from the Services contemplated by this Agreement. Notwithstanding Section 6.1 above, this Agreement shall not be construed to be either a representation or a warranty to Customer that it will be able to access and obtain information from the Services at any particular time or within any particular response time. COUNTY does not grant any warranty as to the validity, completeness or usefulness of any information received by Customer from the Services rendered by the Service Provider. Service Provider shall not be responsible nor liable for the costs to Customer to procure alternative services to the Services provided for under this Agreement or upon termination of this Agreement by either party.

In the event of errors in Services due to the failure of Service Provider's equipment, software, circumstances beyond the control of Service Provider, or the failure of Service Provider's employee(s) to operate the equipment in accordance with ISD'S standard operating procedures, or Service Provider's inability to provide Services due to circumstances beyond its control, Service Provider's liability shall be limited to either subparagraph (a) or (b) below, either of which will be considered to be Customer's exclusive remedy:



- a. The correction of errors of which Service Provider has received written notice and proof or the performance of the Service, whichever is the situation; or
- b. Where such correction or performance of service is not practicable, Customer shall be entitled to an equitable credit, not to exceed the charges invoiced to Customer for that portion of the Service which produced the erroneous result or for that portion of the Service which could not be performed, whichever is the situation.

Service Provider shall only be liable for the loss, destruction or damage to Customer supplied materials if such loss, destruction, or damages was due to the gross negligence of the Service Provider and Customer's sole remedy shall be Service Provider restoring the same, provided such restoration can be reasonably performed by Service Provider and provided that Customer provides Service Provider with all source data necessary for such restoration in similar form to that normally presented to Service Provider under this Agreement.

## 9. Independent Contractor

Customer, and the agents and employees of Customer, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of Service Provider.

## 10. Modifications

This Agreement and all documents incorporated by reference, if any, supersedes all previous agreements either oral or in writing and constitutes the entire understanding of the parties hereto with respect to the Services to be provided as set forth in Section 5.1 above. No alteration, variation, or modification of the terms of this Agreement shall be valid unless made in writing prior to the effective date and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

## 11. Confidentiality

When designated as confidential by Service Provider, Customer, its employees, officers, and agents shall protect and keep confidential, information and materials obtained through the Services of this Agreement from unauthorized use and disclosure. This provision shall not apply to that information which is or becomes a public record subject to the disclosure requirements of the California Public Records Act.



IN WITNESS WHEREOF, ISD and Customer have executed this Agreement effective on the day and year first written above.

COUNTY OF SAN JOAQUIN

CUSTOMER

SAMPLE