

STATEMENT OF WORK
IT CONSULTING SERVICES
Agreement Pramata ID # 960424
Quote Number: 842653

1. OVERVIEW

This IT Consulting Services Statement of Work ("SOW") sets forth the scope of work and terms and conditions of the consulting services ("Services" or IT Services") to be provided to **County of Monterey** ("Customer") by **CenturyLink Communications, LLC** ("CenturyLink"). This SOW is subject to and governed by the Agreement and the applicable Service Attachments by and between Customer and CenturyLink containing terms and conditions that apply specifically to the provision of Services (the "Agreement"). Capitalized terms not defined in this SOW are defined in the Agreement or applicable Service Attachment.

2. DESCRIPTION OF WORK

2.1 Scope

IT Services are available to Customer in the form of (i) an engagement with certain activities ("Tasks") performed by CenturyLink Resources provided upon a time and materials basis (a "Project"). "CenturyLink Resource" means a CenturyLink employee or subcontractor who provides IT Services to Customer under a SOW either assigned by CenturyLink or by Customer to directly manage the IT Services. If Customer fails to perform its obligations under this Agreement or an applicable SOW, CenturyLink will be excused from performing the Services, to the extent contingent on Customer's performance, until Customer's obligations are performed and CenturyLink will be entitled to (i) an extension of time to complete the IT Services and (ii) an adjustment of the charges, including charges for any additional time required to complete the IT Services arising from Customer's failure to comply with this section. All IT Services not identified in this section is out of scope and anything additional require a SOW Change Request.

The Customer needs technical assistance configuring and building their Disaster Recovery(DR) database instance.

2.2 Tasks

The following tasks will be performed within this SOW.

Task	Description
Task 1 – Project Kick Off and Planning	CenturyLink will conduct an initial project kick off with the Customer key stakeholders and SMEs to: <ul style="list-style-type: none"> • Review and agree to the project scope and project schedule • Determine and agree to the information needed and identify who will provide the appropriate information.
Task 2 – Configure and Build DR Database Instance	<ul style="list-style-type: none"> • Configure and build new database instance on MSSQL 2012 SP1 • Backup 18 databases • Copy database backup files • Restore database backup files on new database instance • Copy security configurations • Configure database Log Shipping • Configure database Log Shipping jobs

2.3 Environment

The following is the environment in scope for this SOW.

One (1) MSSQL 2012 R2 database instance containing eighteen (18) databases with 1.5 TB of storage.

2.2 Engagement Team

Each party will designate and maintain a primary contact for this SOW ("Primary Contact"). The Primary Contact for each party will be a technical point of contact with sufficient knowledge, authority and access to address configuration issues, event notifications, system or infrastructure modifications and authentication of applicable systems. Each party will keep the contact information for their Primary Contact current.

CenturyLink anticipates the following CenturyLink resources for this SOW:

CenturyLink	Activities
Engagement Manager	CenturyLink will assign an Engagement Manager to perform oversight for the term of the SOW. The Engagement Manager(s) perform the following core functions: <ul style="list-style-type: none"> • Exercise program level responsibility for the delivery of the Services • Resource management for CenturyLink provided resources • Conduct a project kickoff and review/confirm the Project Timeline • Coordination of activities between CenturyLink and Customer • Provide logistical assistance during execution • Send Project Schedule status updates • Note: Weekly status meetings and/or a formal Project plan will not be provided for this engagement.
MSSQL Database Engineer	<ul style="list-style-type: none"> • Hands-on technical support engineers, who configure and change components in the customer database environment, • Assist with crisis management • Provide technical leadership • Implements database changes • Understands Customer's technical environment. • Provides technical representation at technical forums.

Customer Project Manager

The Customer Project Manager is a person designated by the Customer to be the primary interface to the Engagement Manager. The Customer Project Manager must be empowered to allocate resources and make decisions on behalf of Customer in a timely fashion.

The Customer Project Manager is responsible for:

- Specifically identifying and providing CenturyLink with access to all relevant Customer-controlled information, resources and locations required to complete the Scope of Work set forth above.
- Providing CenturyLink the contact information (name, phone, pager, wireless) for all Customer team members with whom CenturyLink will interface
- Attending periodic status meetings to discuss progress and any other issues that arise during the term of the SOW
- Ensuring Customer team members fulfill their obligations and assigned tasks as defined in the SOW and as agreed between the parties
- Ensuring all necessary communications and change management activities within Customer organization necessitated by the Services, including but not limited to:
 - Corporate communications
 - Business process changes
 - Procedural or policy changes
- Escalation management on behalf of Customer

2.3 Estimated Timeline

Customer and CenturyLink agree to the following estimated timeline for the Project or Staffing engagement, including when the Project or Staffing engagement will commence and when the Project or Staffing engagement will conclude:

Date	Description
TBD	Execution of Statement of Work and Service Agreement
SOW Execution Date + 20 Business Days	Commencement Date of the Project ("Commencement Date")
Commencement Date + 3 Business Days	End Date of the Project or Staffing engagement

2.4 Customer Responsibilities

Customer acknowledges and agrees that its failure to perform its obligations detailed in this SOW or in a SOW Change Request, as applicable, may result in CenturyLink's inability to perform the Services. CenturyLink will not be liable for any failure to perform, including any SLAs, in the event Customer fails to fulfill Customer's obligations. The following conditions must be met by Customer throughout the term of the SOW.

1. Customer will specifically identify and provide CenturyLink with access to all relevant Customer-controlled information, resources and locations required to complete this SOW or a SOW Change Request.
2. Customer shall ensure production and disaster recovery environments are provisioned with servers, local incremental and replica storage, network connectivity, CPU and memory resources, and other infrastructure components; and replication is operational.
3. Neither Customer nor its representatives will attempt in any way to circumvent or otherwise interfere with any security precautions or measures of CenturyLink relating to the Service or any CenturyLink equipment.
4. CenturyLink is not responsible for the hardware, software licenses or vendor maintenance support for any devices unless specifically set forth in this SOW or a SOW Change Request.
5. Customer will provide an environment in accordance with specifications set forth in this SOW or a SOW Change Request.
6. Customer will not, without the prior written consent of CenturyLink, either directly or indirectly, solicit or attempt to solicit, divert or hire away any person assigned by CenturyLink to Customer under this SOW for a period of one year following the termination of the Services.
7. Customer will commit sufficient resources and staffing sufficient to meet its obligations for the duration of the Service Term.

2.5 Assumptions

1. Other CenturyLink Resources (including but not limited to subcontractors to the extent pre-approved by Customer) will be utilized, as needed, to provide a full scope of technical expertise.
2. No equipment is included in the Description of Work.
3. If the Project or Staffing engagement for the Services extend beyond the timeline specified in in this SOW due to delays caused by parties other than CenturyLink or its subcontractors, additional charges may apply and CenturyLink's ability to provide the Services and perform the Tasks herein may be affected.
4. Requests for CenturyLink Resource or tasks beyond those set forth in the Description of Work require written approval by Customer and acceptance by the CenturyLink in the form of a SOW Change Request.
5. CenturyLink is not responsible for the performance or quality of Customer's third-party vendors.
6. CenturyLink Resources will commence the Services no later than 20 business days after the start of the Project or Staffing engagement.
7. Each CenturyLink Resource will only perform tasks commensurate with the CenturyLink Resource's skill set.
8. The CenturyLink Resources will complete the IT Services in a professional and competent manner.
9. The CenturyLink Resources performing the Services will be individuals with experience and knowledge required to perform the Services. CenturyLink will make reasonable efforts to honor Customer requests for specific resources.
10. Unless specified in this SOW, all Services are delivered during local Business Hours which is defined as Monday to Friday from 08:00 to 17:00, excluding locally observed holidays. Customer authorizes CenturyLink to bill and Customer agrees to pay any time worked beyond the time specified in Section 3 as requested by Customer, including but not limited to requests to continue work outside of Business Hours ("Out of Business Hours") that are submitted to CenturyLink via electronic mail. CenturyLink reserves the right to require the execution of a SOW Change Request before commencing any work in excess of the estimated number of days included in this SOW or carry out any work Out of Business Hours. Any requests by Customer to work on other engagements are subject to Customer and CenturyLink executing a new statement of work.
11. Each CenturyLink Resource will perform Tasks commensurate with the Resource's skill set.

3. PRICING & TERM

3.1 Services Fees

Customer agrees to pay the charges set forth in this SOW as invoiced by CenturyLink within 30 days of invoice receipt.

Customer agrees to pay for (1) the fees associated with the CenturyLink Resource identified within this SOW, (2) any other additional fees which may apply for items not specifically provided for in this SOW and (3) any hours worked beyond the estimated number of hours or day, including requests by Customer to continue Projects or Staffing engagement for the Services submitted to CenturyLink via electronic mail. CenturyLink reserves the right to require the execution of a SOW Change Request as set forth below. CenturyLink and CenturyLink Resources will not be required to provide the Services beyond the contracted hours in the absence of Customer's authorization to pay.

The following Services performed pursuant to this SOW are provided on a strictly time and materials basis. The parties agree that the inclusion of or reference to any specific results, tasks, timelines, milestones, or other similar terms will not create any obligations or guarantees other than as specifically expressed within this SOW and that the achievement of such is not guaranteed within the good faith estimated hours and related fees. Any specific tasks and acceptance criteria listed are not a prerequisite for billing or payment. The Customer agrees to pay based on actual time spent by the CenturyLink Resource. Time estimates may vary depending on issues encountered during the Service Term.

3.1.1. Time and Materials Services/Hourly or Daily Rates – Nonrecurring Charges (NRC).					
Task or Deliverable Description/CenturyLink Resource Role	CenturyLink Resource	Estimated Hours	Hourly Rate	Estimated Total	Work Location
Resource Role 1; Engagement Manager	Engagement Manager (M-F and 8 AM to 5 PM US CST)	4	\$150.00	\$600.00	Remote Onshore
Resource Role 2; MSSQL Database Engineer	MSSQL Database Engineer (M-F and 8 AM to 5 PM US CST)	22	\$135.00	\$2,970.00	Remote Onshore
Total (USD)		26		\$3,570.00	

3.2 Term

This SOW will begin upon the Commencement Date of the Project or Staffing engagement and remain in effect until the latter of (a) the End Date of the Project or Staffing engagement or (b) the Project or Staffing engagement to be performed by the last assigned CenturyLink Resource is completed (the "Service Term") or (c) the Project or Staffing engagement is terminated in accordance with this SOW.

3.3 Expenses

In addition to the Services fees defined above, Customer also agrees to reimburse CenturyLink for reasonable, documented, actual out-of-pocket expenses incurred in providing the Services to Customer, including travel related expenses such as mileage, airfare, hotel, rental car and meals.

3.4 Any pricing quoted within this document is valid until 60 days after the offer date.

3.5 Cancellation and Termination Charges.

If Customer terminates this SOW or an associated SOW Change Request for convenience, Customer must provide CenturyLink with at least thirty (30) days' written notice. Customer will (a) continue to pay the charges associated with the CenturyLink Resource(s) during the notice period, (b) pay any charges accrued but unpaid as of the termination date; and (c) pay any out-of-pocket costs incurred by or imposed upon CenturyLink.

If the Non-Recurring Services ("NRCs") in this SOW or a part thereof are terminated either by CenturyLink for cause or by Customer for any reason other than cause after the BCD but prior to completion of the IT Services hereunder, then Customer shall be liable for: (a) an early termination charge equal to 25% of the NRC for any Tasks not yet completed by CenturyLink as specified in the SOW; (b) any charges accrued but unpaid as of the termination date; and (c) any out-of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges).

4. ACCEPTANCE/SLA/TERMINATION

Where Customer becomes reasonably dissatisfied with the performance of a CenturyLink Resource and provides written notice, CenturyLink will utilize commercially reasonable efforts to promptly address the personnel issue, including replacement of the CenturyLink Resource. Written notice must describe with specificity the deficiency to the reasonable satisfaction of CenturyLink. Customer may terminate for cause any CenturyLink Resource Customer reasonably finds to be unsuitable during the applicable IT Services term, at no charge other than for services rendered, upon providing written notice to CenturyLink. If prior to the conclusion of the Service Term, Customer terminates a CenturyLink Resource for convenience or a CenturyLink Resource resigns or fails to commence the Services, CenturyLink will have 15 days from the date of notice (from Customer for termination, from the resignation, or from the start date for a "no-show") to provide a suitable replacement before Customer may seek an alternative from another source.

For the IT Services, Customer has 10 days after completion of a Task or milestone as applicable (or each recurring portion thereof) to notify CenturyLink of any deficiency regarding such Task or milestone. Written notice will describe with specificity the deficiency to the reasonable satisfaction of CenturyLink. All Tasks or milestones are deemed accepted unless Customer provides CenturyLink with notice to the contrary within this 10 day period. Where CenturyLink receives timely notice of a deficiency, CenturyLink will use commercially reasonable efforts to remedy the deficiency. If no such remedy is practicable or if CenturyLink is unable to remedy after using commercially reasonable efforts to do so, in CenturyLink's discretion, Customer will be entitled to a credit equal to the fees paid for the affected Task or milestone. The foregoing remedies do not apply if a deficiency is due to: (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) Customer fails to fulfill Customer Responsibilities as detailed in this SOW; (c) the failure of equipment, applications or systems not owned or controlled by CenturyLink; or (d) force majeure event.

The remedies set forth in this Section are Customer's sole and exclusive remedy regarding the Services.

5. CONTROLS

5.1 Status Reports

The Primary Contacts will attend periodic status meetings to discuss progress, or designate the appropriate personnel to conduct such review, and address any other issues that arise during the Service Term. The Primary Contacts will also identify all resources needed to make decisions on its behalf in a timely fashion.

5.2 Change Control

Either party may, at any time, request changes to this SOW by submitting a written change request ("SOW Change Request") which identifies in reasonable detail each of the following and a sample of which is attached hereto as Appendix B:

- Summary of the requested change;
- Why the change is needed;
- When the change is needed; and
- Modifications to pricing, schedule, and terms and conditions.

For Customer requested changes, CenturyLink will evaluate the SOW Change Request, considering the feasibility of the change and impact on other Service components. Whether changes are requested by Customer or CenturyLink, CenturyLink will prepare a SOW Change Request documenting the revisions to the SOW. Changes to the SOW become effective when the SOW Change Request is accepted in writing by Customer and CenturyLink. In the event of any conflicts or inconsistencies, the terms of an executed SOW Change Request prevail over those of this SOW.

While performing the Services, if CenturyLink encounters (a) any concealed or unknown conditions, (b) a Customer Responsibility contained in this SOW that is not met or (c) a delay caused by Customer, then the scope, schedule or fees may be adjusted as necessary by execution of a SOW Change Request by the parties. If the parties cannot agree to the SOW Change Request, CenturyLink will not be obligated to deliver the affected Services.

6 LIMITATIONS OF LIABILITY

Notwithstanding any cap on damages set forth in the underlying Agreement or in the applicable Service Attachment, the parties agree that each party's total aggregate liability arising from or related to this SOW will be limited to the total charges paid or payable under this SOW. In the event of a conflict between this provision and the underlying Agreement or applicable Service Attachment, this provision will prevail.

7 MISCELLANEOUS

Notwithstanding anything to the contrary, the parties expressly agree that nothing in this SOW will convey, be construed to convey, or otherwise transfer any intellectual property or other proprietary rights held by CenturyLink, its vendors or licensors.

CenturyLink is not responsible for any loss or corruption of data or information. CenturyLink's obligations related to data are exclusively governed by the applicable security and compliance terms and conditions in the Agreement unless otherwise set forth in this SOW. CenturyLink makes no representation, warranty, or guarantee that any Task performed under this SOW comply with or satisfy any applicable governmental or industry data security standard. If such Tasks include security services provided by CenturyLink, Customer acknowledges that CenturyLink may not identify all possible incidents or vulnerabilities and CenturyLink expressly disclaims any responsibility for any unidentified or misidentified incidents or vulnerabilities. If CenturyLink provides an assessment, certification, report, or similar material to Customer, such material is developed in good faith as to its accuracy at the time of inspection or review by CenturyLink and provided AS IS.

HIPAA. To the extent the Services involve the ongoing storage of or routine access to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA"), or CenturyLink is otherwise acting as a Business Associate (pursuant to HIPAA), CenturyLink will agree to the terms in its then-current Business Associate Agreement upon Customer's request.

Customer consents to CenturyLink's and its affiliates or subcontractors' use and transfer to the United States, or other countries, data or information (including Customer contact information such as names, phone numbers, addresses and/or email addresses) of the Customer for the sole purpose of: fulfilling its obligations under the Agreement; and (ii) providing information to Customer about CenturyLink's products and services. Customer represents that it will ensure that all information provided to CenturyLink is accurate at all times and that any business contact has consented to CenturyLink's processing of such information for such purposes.

Non-solicitation. Until twelve months after the IT Services term of the applicable Service Attachment, each party will not directly or indirectly Solicit an Assigned Resource either to accept employment or a consulting or contractor relationship directly with it or to terminate his or her employment, agency or other relationship with the other party, unless it first obtains the other party's prior written consent. "Solicit" means any intentional contacts with the Assigned Resource, regardless of who (*i.e.*, the party to this Agreement or the Assigned Resource) initiates the contact, that relates to the acceptance or termination of employment. "Assigned Resource" means an employee, consultant or contractor of the other party assigned by CenturyLink to perform the IT Services or by Customer to directly manage the IT Services.

8 AUTHORIZATION

This SOW will not become effective until CenturyLink and Customer have executed the Agreement and the applicable Service Attachments. This SOW is effective on the date the last party signs it (the "effective date").

Acknowledged & Agreed:

CENTURYLINK**County of Monterey**

Signature: *Dennis Fisher*
Dennis Fisher (Jun 15, 2019)

Email: pomdirectorsignature@centurylink.com

Authorized Signature

Authorized Signature

Dennis Fisher
Dennis Fisher (Jun 15, 2019)

Name Typed or Printed

Name Typed or Printed

Dennis Fisher

Title

Title

Director of Offer Management

Date

Date

Jun 15, 2019

APPENDIX B – Sample SOW Change Request**STATEMENT OF WORK****Enter SOW Name****Agreement Pramata ID # XXXXXX****Quote Number: XXXXXX [If Applicable]**

1. SOW CHANGE REQUEST OVERVIEW

This SOW Change Request (**enter # of Change Request**) sets forth the changes to the Statement of Work for the Services for the (**Project Name**) ("Project") executed by CenturyLink and (**CUSTOMER NAME**) on (**Enter the effective date of the SOW**) ("SOW"). In the event of any inconsistencies between the terms of this or any prior SOW Change Request(s) and the initial SOW, the terms of this SOW Change Request will govern. Except as modified within this or a prior SOW Change Request, all the terms of the initial SOW shall remain unchanged. Any capitalized term not defined shall have the meaning assigned in the SOW or Agreement.

This SOW Change Request encompasses the following amended description of the Services, which collectively shall be defined as the "Change in Service".

2. DESCRIPTION OF CHANGES TO SOW

This SOW Change Request shall include the following changes:

2.1 SCOPE

Task	Description
Task 1	
Task 2	
Task 3	

2.2 Project Timeline

2.3 Customer Responsibilities

2.4 SOW Change Request Project Assumptions.

3 CHANGE REQUEST PROJECT PRICING

3.1 SOW Change Request for Services Fees

3.2 SOW Change Request Expenses

Any pricing quoted within this SOW Change Request is valid until **>>ENTER OFFER END DATE<<**

4 AUTHORIZATION

This SOW Change Request will not become effective until CenturyLink and Customer have executed the Agreement, applicable Service Attachments, and the initial SOW. This SOW Change Request is effective on the date the last party signs it (the "effective date").

Acknowledged & Agreed:

CENTURYLINK

Signature: *Dennis Fisher*
Dennis Fisher (Jun 15, 2019)

Email: pomdirectorsignature@centurylink.com

Authorized Signature

Dennis Fisher
Dennis Fisher (Jun 15, 2019)

Name Typed or Printed

Dennis Fisher

Title

Director of Offer Management

Date

Jun 15, 2019

County of Monterey

 Authorized Signature

 Name Typed or Printed

 Title

 Date



Signature:

Email: patelp1@co.monterey.ca.us