

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.37
(ID # 14613)

MEETING DATE:
Tuesday, April 27, 2021

FROM: SHERIFF-CORONER-PA:

SUBJECT: Approve the Professional Service Agreement with ClientFirst Technology Consulting for consultant service without seeking competitive bids for two years and Authorize the Chair of the Board to Sign the Agreement on Behalf of the County, All Districts. [Total Cost - \$199,520; Up to \$19,952 in Additional Compensation; 100% Sheriff's Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with ClientFirst Technology Consulting for consultant service without seeking competitive bids for a total aggregate amount of \$199,520 to be paid through March 31, 2022, and authorize the Chair of the Board of Supervisors to sign the Agreement on behalf of the County; and
2. Authorize Purchasing Agent, in accordance with Ordinance No. 459, based on availability of fiscal funding and as approved by County Counsel to sign amendments to the Agreement that do not change the substantive terms of the Agreement, including changes to the compensation provision that do not exceed ten (10) percent of the total aggregate contract amount.


ACTION: Policy


Raul Vergara 4/19/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: April 27, 2021
xc: Sheriff

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 99,760	\$ 99,760	\$ 219,472	\$ 0
NET COUNTY COST	\$ 99,760	\$ 99,760	\$ 219,472	\$ 0
SOURCE OF FUNDS 100% Sheriff's Budget			Budget Adjustment: No	
			For Fiscal Year: 20/21 – 21/22	

C.E.O. RECOMMENDATION: Approve

BR# 21-039

BACKGROUND:

Summary

As technology continues to evolve, law enforcement agencies are having to keep up by investing more in the latest technologies to better serve and protect their officers and communities. The Sheriff's Department is committed to utilizing technological solutions whenever possible to achieve maximum effectiveness and cost savings through innovation. While technologies bring great benefits, the rising expenditures relating to hardware and software infrastructure, reoccurring maintenance and staff support cost is another area the Department is assessing to ensure we achieve efficiencies and productivity while we continue to be fiscally responsible with our budget.

As the cost of technology increases coupled with the challenge of providing staff support covering a large geographical area, the need for a department-wide assessment of Sheriff's Technical Service Bureau (TSB), our IT Unit is needed to determine if our current technologies and staffing level support the goals and objectives of the Department. The purpose of the review is to provide a comprehensive assessment of all the enterprise applications and how the Department's support resources such as staffing, support ratio, and skill sets drive the efficiency of their operation. The in-depth systems evaluations and assessments will include billing audits and cost reviews, system design and alternative analysis, business continuation planning and disaster recovery planning, strategic digital communication planning, and call center planning and design.

The department desires to expand the TSB with a larger team of talented information technology professionals, proactively develop a comprehensive, strategic information technology master plan that considers growth and the needs of the department as we serve a diverse community. This plan will include solutions related to database management, integration methods, data integrity, breach prevention, and other information technology needs. Furthermore, to be strategic in our approach in determining the future for TSB, a thorough assessment of our current state of information technology, highlighting our weakness and risk, including an in-depth staffing assessment will allow the Department plan and utilize our resources effectively. By getting insight and perspective into the Department's current operating

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environment, support and service level in comparison to the industry standard for law enforcement will further allow the Department to refocus our approach and strategy for a tactical implementation.

Price Reasonableness

For the purpose of our project, the consultant is required to have significant public safety and local government IT management experience. Experience with California County public safety and IT management is preferred and experience with the business applications and technology infrastructure of a public safety agency will be critical to identifying service gaps in current technology and recommending improvements. The technology assessment and complete report that includes a 5-year roadmap plan totals \$199,520. The vendor will commit 1,012 hours to this project, and the project consists of the following phases:

- Phase 1: Project Initiation and Technology Inventory
- Phase 2: Assessment
- Phase 3: Research & Project/Initiation Development
- Phase 4: Planning and Prioritization Workshops
- Phase 5: Final Report & Presentations

The entire project will take approximately 6 months to complete. ClientFirst's proposed rate for their services are dependent on the levels and skill sets of their consultants assigned to the specific aspects of the project. In some instances, the Department was able to negotiate a lower hourly rate of \$10-\$20 less for certain consultants when compared to the rates paid to the vendor for a similar IT consultant project by the City of Carlsbad.

ClientFirst has extensive experience in working with government agencies, with a strong, in-depth knowledge of the industry standard in IT and a focus on local government. With their vast experience in business applications and their core team of subject matter experts who collectively possess an extensive portfolio of certifications and experience in best practices for Technology Assessment and Master Planning, the vendor understands the importance of designing a solution that will leverage the best of use technology and people to support our long-term approach and financial commitment to the success of TSB.

Impact on Residents and Businesses

Engaging a consultant to review the financial, operational, and organizational structure of the Sheriff's IT Unit and recommend evidence based on best practices and opportunities for improvement will assure citizens that costs and services are essential, efficient and cost effective. The high-level assessment, along with the 5-year plan is essential for the Department to gain a better understanding of our risks and weaknesses so that we can be strategic with our resource management. County residents and stakeholders have an interest in knowing that services provided by the Sheriff's IT Unit are essential and effective.

Attachments

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

Professional Service Agreement – 3 copies


Tina Grande, Director of Purchasing 4/16/2021


Cheryl Williams 4/20/2021


Gregory F. Priamos, Director County Counsel 4/15/2021

PERSONAL SERVICE AGREEMENT

for

CONSULTANT SERVICE FOR OPTIMAL TECHNOLOGY GUIDANCE

between

COUNTY OF RIVERSIDE

And

**CLIENTFIRST CONSULTING GROUP, LLC DBA CLIENTFIRST TECHNOLOGY
CONSULTING**



APR 27 2021 3.37

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This Agreement is made and entered into this ____ day of _____ 2021, by and between CLIENTFIRST TECHNOLOGY GROUP, LLC dba CLIENTFIRST TECHNOLOGY CONSULTING, a California Limited Liability Company, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through March 31, 2022 unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred ninety-nine thousand five hundred twenty dollars (\$199,520) including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Sheriff's Department
Sheriff Technical Services Bureau
1500 Castellano Road
Riverside, CA 92509

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-91871-001-08/21); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall

immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-

employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR

shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Divisions 7 and 8 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical

information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff's Department
4095 Lemon Street, Third Floor
Riverside, CA 92501
Attn: Purchasing Unit

CONTRACTOR

ClientFirst Consulting Group, LLC
980 Montecito Drive
Corona, CA 92879
Attn: David Krout

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the

contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost

and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'S performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this

Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

F. Insurance Requirement for IT Contractor Services:

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of

a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

CLIENTFIRST CONSULTING GROUP, LLC dba CLIENTFIRST TECHNOLOGY CONSULTING, a California Limited Liability Company

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

By: [Signature]
David Krout,
Managing Partner

Dated: 04.27.2021

Dated: 4/12/2021

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: [Signature]
Lisa Sanchez
Deputy County Counsel

EXHIBIT A

SCOPE OF SERVICE

The CONTRACTOR shall conduct an information technology (IT) assessment of the Riverside County Sheriff's Department Technical Services Bureau (TSB) IT Unit and provide a 5-year plan to support the TSB's technology investments. The objective of the Assessment and Planning process includes developing and articulating a vision for the effective use of technology to support the work of the COUNTY, assuring the proper technical resources and organization structure to effectively manage the information technology (IT) function. The 5-year plan should also identify strategies for developing and implementing technology initiatives in support of the TSB's operational needs and the COUNTY's Master Plan. CONTRACTOR will focus on planning and recommending improvements in the COUNTY's business applications to make those applications more effective in supporting the divisions and the goals of the organization.

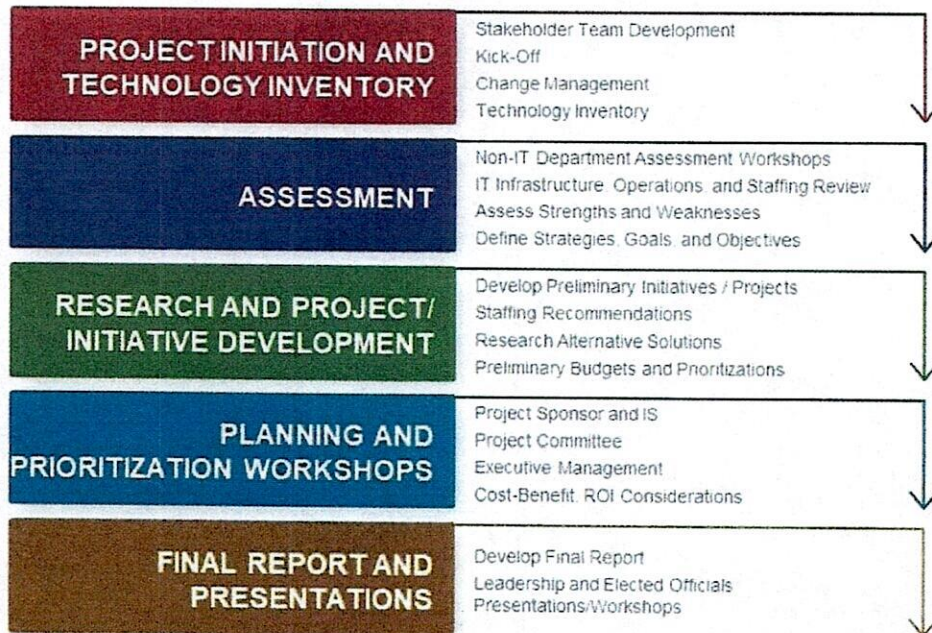
I. STATEMENT OF WORK

- A. CONTRACTOR shall conduct a department-wide assessment of COUNTY and provide a Technology Master Plan that identifies, defines and budgets a five-year road map for technology improvements to support the COUNTY's future growth.
- B. CONTRACTOR will create a well-documented plan to guide the COUNTY's operational divisions over the next five years in planning, procuring, implementing, and managing current and future technology investments, as well as resources related to operational technology and information technology service delivery.
- C. CONTRACTOR shall provide a technology assessment to determine if our current technologies support the goals and objectives of the COUNTY by performing the following functions:
 - 1. Conduct interviews and workshops involving all levels of the Sheriff's Department's operational staff, including the management team, end-users, and other stakeholders
 - 2. Assess existing hardware and network infrastructure, staffing, funding, applications, business systems, projects, processes, telecommunications, training, and other investments and resources currently in use by the Department
 - 3. Identify and prioritize of projects to be undertaken over the next five years
 - 4. Identify the needs to accommodate current and future technology requirements, such as IT operations and management, legal requirements, cybersecurity requirements, service delivery, cloud computing, smart technologies, etc.
- D. CONTRACTOR shall conduct infrastructure reviews with highly qualified subject-matter experts to assess the COUNTY's network and cybersecurity readiness, as well as IT service delivery to determine key strategies, goals, and objectives to address issues identified. The in-depth systems evaluations and assessments will also include review of existing billing audits and cost reviews, system design and alternative analysis, business continuation planning and disaster recovery planning, strategic digital communication planning, and call center planning and design.

II. PERFORMANCE OBLIGATIONS

A. CONTRACTOR has developed a five-phase methodology on Technology Assessment and Planning projects. CONTRACTOR will make recommendations and approach to tailor each step to fit COUNTY’s unique specifications. CONTRACTOR will work in partnership with COUNTY to improve COUNTY information technology environments, so COUNTY can better meet the needs of staff and constituents.

B. CONTRACTOR Technology Planning Process Methodology



C. PROJECT INITIATION and TECHNOLOGY INVENTORY

CONTRACTOR will review the COUNTY’s available documentation and background information, as well as set expectations for the project. CONTRACTOR will provide information requests and questionnaires for completion by the operational divisions and other stakeholder groups. After obtaining and reviewing the background information, CONTRACTOR will meet with the Project Manager and Technology Planning Committee to review the work plan, establish overall responsibilities and communications for the project, schedule meetings, and finalize the project plan details.

D. ASSESSMENT

- i. The focus of operational division reviews is understanding current and future use of technology to support the business operations of the organization. CONTRACTOR will conduct workshops with representatives from each division at all levels. This provides an opportunity for users to voice concerns, share gaps in IT services, and identify strengths and weaknesses of current technology and business processes.

- ii. CONTRACTOR conducts infrastructure reviews with highly qualified subject-matter experts, performing infrastructure and operations reviews with systems engineers that continually design, implement, and maintain IT infrastructure. CONTRACTOR's infrastructure and operations workshops focus on assessing the Sheriff's Department's network topology and cybersecurity readiness, as well as IT service delivery. CONTRACTOR will tour the Sheriff's Department's major technology facilities. CONTRACTOR will plan to meet with IT management to discuss the current budget, as well as existing and planned IT-related projects. CONTRACTOR IT operations subject-matter experts currently design, procure, support, manage infrastructure, and support operations daily for numerous local government agencies. CONTRACTOR will address potential areas for improvement, such as staff productivity, collaboration alternatives, policies and procedures, security, disaster recovery, etc. CONTRACTOR will provide specific recommendations, including projects, approaches, and best practices. CONTRACTOR will not resell any hardware or software, so CONTRACTOR recommendations and examples are vendor-agnostic. The options CONTRACTOR will suggest will be tailored to accommodate agency skill sets, knowledge, current environment, strategic direction, and budget realities. CONTRACTOR will provide unique service options that go far beyond traditional Technology Assessment and Plans because of the depth of our team's IT Infrastructure and IT Operations practices.
- iii. CONTRACTOR will conduct high-level risk assessment evaluation of the COUNTY's cybersecurity posture. The assessment includes the following related findings, recommendations, and initiatives. IT Network and Infrastructure, Cybersecurity Readiness, IT Operational Readiness, Incident Response Capabilities, Resiliency, Policies, Procedures and Effective Cybersecurity Processes.
- iv. CONTRACTOR's project team includes an IT Operations Practice Leader who manages daily IT support operations for multiple agencies, as well as ongoing contract IT Management and CIO services. This daily, hands-on experience results in real-world, relevant recommendations regarding support for current and emerging technologies. CONTRACTOR will perform an IT staffing Assessment. CONTRACTOR will look at the Sheriff's Department's current and future resource requirements, service-delivery model, IT department (TSB) structure, and staff capabilities and skill sets. After identifying strengths and weaknesses, CONTRACTOR will discuss potential structures, skill sets, and training options. Staffing recommendations and other metrics are based on benchmark surveys of similar organizations coupled with CONTRACTOR's own experience in managing similar IT environments.

E. RESEARCH AND PROJECT/ INITIATIVE DEVELOPMENT

- i. CONTRACTOR will assess overall technology strengths and weaknesses. From these, CONTRACTOR will determine key strategies, goals, and objectives to address identified issues, which are provided in a preliminary report summarizing our findings and

observations along with corresponding technology initiatives. Initiative categories include: Best Practices, Technology Governance, Departmental Applications and Systems, Smart Technologies, IT Infrastructure, IT Operations, Cybersecurity, Telecommunications, IT Staffing.

After categorizing the technology initiatives, CONTRACTOR will research implementation and support costs and prioritize them based on their level of importance to daily business operations. CONTRACTOR will then consolidate them into a Current State Technology Assessment and Recommendations Report, used for our workshops. This report contains descriptions of our findings and observations, recommendations, next steps, preliminary budgets, implementation timelines, as well as any dependencies that were identified as part of the process. Project Management Institute (PMI), Control Objectives for Information and Related Technology (COBIT), and Information Technology Infrastructure Library (ITIL), as noted earlier, are applied as methods of adopting and incorporating best practices into the Sheriff's Department's operations. CONTRACTOR will be expected to identify approximately 40-80 technology projects or initiatives in the following categories: Application Enhancements, Business Process Improvements and Training Needs, GIS Improvements, Network Infrastructure Telecommunications Infrastructure, Business Continuity, Cybersecurity, Help Desk and Metrics, Policies and Procedures, Emerging and Smart Technologies, Cloud Computing, Information technology Staffing and Training, and Technology Governance.

F. PLANNING AND PRIORITIZATION WORKSHOPS

- i. With CONTRACTOR's Current State Technology Assessment and Recommendations Report in hand, CONTRACTOR will conduct planning and prioritization workshops. CONTRACTOR will discuss findings and recommendations with the Project Manager, Department of Information Technology, Technology Planning Committee, and executive management.
- ii. The Divisions and Project Team Workshop focuses mainly on operational needs, such as business processes, user productivity, software improvements, and customer service. The goal of these workshops is for the CONTRACTOR and Sheriff's Department staff to develop consensus on the recommendations and objectives. The workshop format is conducive to a free-flowing discussion of ideas, while also providing an opportunity for Sheriff's Department staff to question our assumptions, budgetary cost models, recommended priorities, and suggested solutions. CONTRACTOR will strive to understand the Sheriff's Department's budgetary constraints and develop creative solutions within those constraints. CONTRACTOR will work with the Sheriff's Department to prioritize projects via cost-benefit analysis and other ROI considerations.
- iii. This workshop focuses primarily on findings and recommendations related to the Sheriff's Department's IT infrastructure, cybersecurity, day-to-day operations, metrics, and staffing. CONTRACTOR will discuss areas of potential efficiency gain, staffing requirements for each year of the plan, and TSB technology training recommendations. CONTRACTOR will also review, or findings related to IT project planning, budgeting, and service delivery.

- iv. Once the entire project team is educated on the technology initiatives for the five-year planning period, CONTRACTOR will conduct a prioritization workshop in two parts. The initial prioritization will be conducted without the Project Committee seeing the project cost estimates. Priorities are then adjusted after taking budget and resource realities into consideration. The workshop methodology prepares team members for the ongoing task of Technology Governance by helping them understand resource limitations and their effect on technology priorities. This workshop broadens the horizon of each team member to include a better understanding of colleagues' needs in other divisions.
- v. CONTRACTOR will conduct an Executive Committee Workshop to educate and gain feedback from the Sheriff's Department Executive Team. It is important for Sheriff's Department leadership to understand the prioritization and importance that the Information Technology Department, as well as other divisions, have placed on the various initiatives. The Executive Team will be able to take these prioritizations into account and then make final priority and budget adjustments from leadership's point of view.

G. FINAL REPORT AND PRESENTATIONS

CONTRACTOR will finalize findings and recommendations, budgets, and implementation timelines to create the Sheriff's Department's Technology Assessment and Master Plan Report, complete with supporting documentation. Final report presentations will be made to Sheriff's Department Executive Management.

III. CONTRACTOR'S REQUIREMENTS

- A. CONTRACTOR shall have a strong, in-depth knowledge of the industry standard in IT with a focus on local government. With vast experience in business applications and a core team of subject matter experts who collectively possess an extensive portfolio of certifications and experience in best practices for Technology Assessment and Master Planning. The personnel selected for this engagement are the following project team members:
 - Tom Jakobsen, Project Director, IT Infrastructure and Operations
 - David Krout, Partner, Departmental Process and Applications
 - Craig Williams, Director, Infrastructure Consulting Services
 - Steve Robichaud, Partner, Departmental Processes and Applications
 - Tom Weiman, Director, Unified Telecommunications
 - Tam Ly, Management Consultant, Enterprise Applications
 - Aaron Ayala, Senior Consultant
 - Alex Mercado, Management Consultant, Enterprise Applications
- B. CONTRACTOR shall have experience with California County public safety and IT management is preferred and experience with the business applications and technology infrastructure of a public safety agency will be critical to identifying service gaps in current technology and recommending improvements.
- C. CONTRACTOR shall understand the unique needs, processes, and protocols involved in the industry, and have a strong application knowledge with experience in consulting, assessing, and

assisting in the selection of local government application suites, including Financial and Accounting, People Management, Work Orders and Asset Management, Public Safety, and more.

- D. CONTRACTOR shall understand the importance of designing a solution that will leverage the best of use technology and people to support our long-term approach and financial commitment to the success of COUNTY.

EXHIBIT B
PAYMENT PROVISIONS

The technology assessment and complete report that includes a 5-year roadmap plan totals \$199,520. CONTRACTOR will commit up to 1,012 hours to this project, and the project consists of the following phases:

- Phase 1: Project Initiation and Technology Inventory
- Phase 2: Assessment
- Phase 3: Research & Project/Initiative Development
- Phase 4: Planning and Prioritization Workshops
- Phase 5: Final Report & Presentations

Work Plan

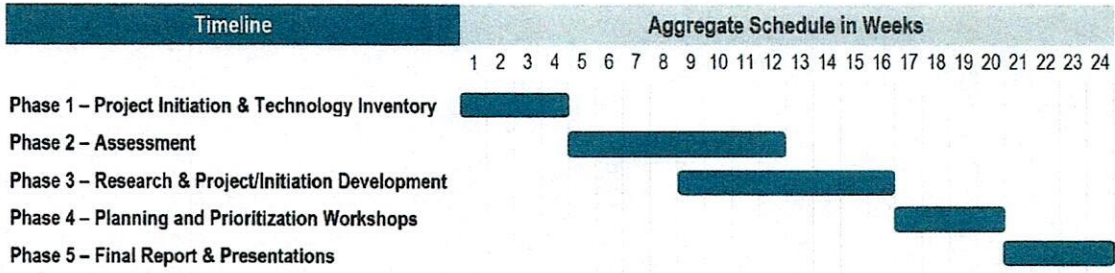
The following work plan outlines the project steps, the hours to be devoted by project team members and an estimated timeline. The timeline starts on the date of the Kick-Off Meeting.

Step	Technology Master Plan	Total Billable Hours	Steve/ David	Tom	Craig/ Aaron	Tam/ Alex
<i>Project Coordination</i>						
1	Overall Project Coordination and Project Status Reports	88	24	24		40
<i>Phase 1: Project Initiation and Technology Inventory</i>						
2	Develop Questionnaires/Information Requests	8	2	2		4
3	Project Organization and Kick-Off Meeting with Agency Project Manager and Key Personnel	32	16	4	4	8
	Conduct formal Kick-Off Meeting to officially start the project and provide an overview of the project to Project Team members, key stakeholders, and other engagement participants					
	Project Team organization to include PMO, per Project Management Institute best practices, and functional area stakeholder teams (cross functional users)					
	Assist in educating Project Team members and stakeholders on defined roles and responsibilities. This will be accomplished by providing forms to complete for use in workshops, including background concepts, instructions, and information requests					
4	Obtain and Review Background Information and Preparation	12	4	2	2	4
<i>Phase 2: Assessment</i>						
5	General Data Collection/Gathering, Distribution of Questionnaire, and Collection of Completed Questionnaires/Surveys	14	4	2		8
6	Management and Functional Department Interview Workshops	200	100			100
	See Detail Breakdown Below	0				

Step	Technology Master Plan	Total Billable Hours	Steve/ David	Tom	Craig/ Aaron	Tam/ Alex
7	IT Infrastructure, Operations, and Staffing Reviews					
	IT Management	16		8	8	
	IT Team Interviews	16		8	8	
	IT Information Gathering Activities, including:	32		16	16	
	Tour IT Facilities					
	Assessment and Information Gathering, including:					
	IT Policies and Procedures					
	IT Governance					
	Website and Social Media Review					
	IT Network and Infrastructure					
	Storage and Backups					
	Audiovisual Systems					
	Servers, Server Applications, and Management					
	Cybersecurity Framework					
	Disaster Recovery, Business Continuity, and Risk Management					
	Emergency Operations and Emergency Response Plans					
	Email and Message Archiving					
	Service Desk					
	Metrics Review					
	IT Projects, PMO, and Budgets					
	Telecommunications					
	Services, Lines, and Equipment					
	Operations, including Support/Service Agreements					
	IT Staffing and Outsourcing Arrangements					
	GIS and GIS Integration					
8	Documentation					
	Summarize Findings and Observations (Strengths and Weaknesses)	72	16	16	16	24
Phase 3: Research and Project/Initiative Development						
9	Develop Key Strategies, Goals, and Objectives	4	2	2		
10	Develop Preliminary Initiatives, Findings, Alternatives, and Recommendations	204	40	24	40	100
	Current IT Environment Summary and Condition	Included				
	All Departmental Business Applications/Systems	Included				
	Reporting and Business Intelligence	Included				
	Application Architecture and Integration	Included				
	Management and Operational Reporting	Included				
	User Training Needs	Included				
	Data Management	Included				

Step	Technology Master Plan	Total Billable Hours	Steve/ David	Tom	Craig/ Aaron	Tam/ Alex
	Site Security (Video and Physical)	Included				
	IT and Telecommunications Infrastructure	Included				
	Network	Included				
	Servers, Storage, and Backups	Included				
	Desktop, Handhelds, Mobiles	Included				
	IT Operations	Included				
	Software Licensing and License Management	Included				
	Service Desk and Metrics	Included				
	Email and Message Archiving	Included				
	Management and Productivity Tools	Included				
	GIS and GIS Integration	Included				
	IT Policies and Procedures	Included				
	Technology Governance	Included				
	IT Staffing Strategies, Options, and Training	Included				
	Cybersecurity Framework	Included				
	Business Continuity/Disaster Recovery/Emergency Operations	Included				
	Cloud Strategies: Computing/Cloud Storage	Included				
	Regional Partnerships and Potential Collaboration Opportunities	Included				
	Technology Master Plan Implementation Methodology	Included				
	Emerging and Innovative (Smart) Technologies	Included				
11	Preliminary Budgets	48	12	12	8	16
12	Develop Preliminary Assessment Report	40	8	8	16	8
13	Preliminary Prioritizations	4	2	2		
Phase 4: Planning and Prioritization Workshops						
14	Develop Workshop Materials	28	8	8	4	8
15	Workshops - Departments and Project Team	12	12			
16	Workshops - IT Infrastructure and Operations	16		16		
17	Prioritization Workshops - Project Committee	16	8	8		
18	Workshop - Executive Management	16	8	8		
19	Revisions	38	8	8	8	14
Phase 5: Final Report and Presentations						
20	Develop Final Report and Supporting Documentation	80	24	24	8	24
21	Develop Presentation Materials	8	4	4		
22	Final Report Presentations	8	4	4		
Hours by Consultant		1012	306	210	138	358

Timeline Estimate



Fee Summary

CONTRACTOR's professional fees are based on the scope and approach outlined in this Agreement and in CONTRACTOR's proposal, including expenses. CONTRACTOR's standard billing rates for these types of services are dependent on the levels and skill sets of the consultant(s) assigned to specific aspects of the project. The following outlines fees for the project phases and contingency. NOTE: Technology Master Plan work plan and fees assume approval of Interim IT Management proposal.

Technology Master Plan

Technology Master Plan	Total Billable Hours	Steve/ David	Tom	Craig/ Aaron	Tam/ Alex
Hours by Consultant	1012	306	210	138	358
Rate		\$ 215	\$ 215	\$ 190	\$ 170
Fees	\$ 198,020				
Travel and Related (Mileage)	\$ 1,500				
Total Cost (Not-to-Exceed)	\$ 199,520				

The Quarterly IT Strategic Review will be OPTIONAL to the COUNTY.

Quarterly IT Strategic Review

If beneficial to the Sheriff's Department, we can provide quarterly, strategic reviews. These reviews are expected to include IT management, command staff, and senior management and would include reviewing strategies, goals, and objectives. We would also discuss initiatives currently underway, budgets, project plans, and TSB metrics. Finally, we would be available to provide advice and guidance for problematic projects or address ongoing issue resolution.

Step	Quarterly IT Strategic Review	Total Hours	Tom J.
<i>Quarterly IT Strategic Review and Workshop</i>			
1	Receive and review updated strategy, goals, objectives, project plans and budgets	4	4
2	Workshop - Review progress versus goals and objectives. Review critical project plans, discuss outstanding issues and provide recommendations as requested	8	8
3	Post-workshop action items	8	8
	Hours	20	20
	Rates		\$215
	Fees	\$4,300	
	Expenses (Mileage Estimate)	\$50	
	Expected Quarterly Investment	\$4,350	
	Quarters per Year	4	
	Expected Annual Investment	\$17,200	
	Three Year Contract Term	3	
	Total Investment Strategic Reviews and Assistance	\$51,600	

CONTRACTOR's proposed rate for its services is dependent on the levels and skill sets of its consultants assigned to the specific aspects of the project as specified below:

ClientFirst Consultant	Rate per hour
Tom Jakobsen	\$ 215
David Krout	\$ 215
Steve Robichaud	\$ 215
Tom Weiman	\$ 215
Craig Williams	\$ 190
Cindy Belcher	\$ 190
Aaron Ayala	\$ 175
Tam Ly	\$ 160
Alex Mercardo	\$ 160

CONTRACTOR will provide COUNTY a monthly invoice throughout the duration of the project. CONTRACTOR will provide detailed accounting of all consulting time and expenses on the invoice. Payment terms will be set up as Net30 with payment made through ACH or via check.