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



ITEM: 3.28 (ID # 20383)

MEETING DATE:

Tuesday, November 08, 2022

FROM:

SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Approve the Professional Services Agreement with ClientFirst Consulting Group, LLC dba ClientFirst Technology Consulting for Consultant Services without seeking Competitive Bids for Five Years and Authorize the Chair of the Board to Sign the Agreement on Behalf of the County. All Districts; [Total Cost - \$2,500,000; Up to \$250,000 in Additional Compensation] - 100% Sheriff's Budget

#### **RECOMMENDED MOTION:** That the Board of Supervisors:

- 1. Approve the Professional Services Agreement for Consultant Services for Optimal Technology Guidance between the County of Riverside and ClientFirst Consulting Group, LLC dba ClientFirst Technology Consulting (Agreement) without seeking competitive bid for a total aggregate amount of \$2,500,000 to be paid through June 30, 2027, 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 459, based on availability of fiscal funding and as approved by County Counsel to (a) execute the annual renewal options, (b) extend the agreement allowing projects to be completed within timeline; (c) 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** 

Matthew Jimenez

Matthew Jimenez

10/27/2022

#### MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Hewitt, and Perez

Nays:

None None Kecia R. Harper Clerk of the Board

Absent: Date:

November 8, 2022

XC:

Sheriff

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

FINANCIAL DATA	Curr	ent Fiscal Year:	Ne	xt Fiscal Year:	Total Cost:	Ong	oing Cost
COST	\$	500,000	\$	500,000	\$ 2,750,000	\$	0
NET COUNTY COST	\$	500,000	\$	500,000	\$ 2,750,000	\$	0
SOURCE OF FUNDS	S: 100	)% Sheriff's B	udget		Budget Adju	ustment	: No
					For Fiscal Y	ear: 22/	23-26/27

C.E.O. RECOMMENDATION: Approve

3.37 4/27/2021 BR# 23-029

#### **BACKGROUND:**

#### Summary

On April 27, 2021 (Minute Order 3.37), the Riverside County Sheriff's Department (Sheriff's) was approved to contract with ClientFirst Consulting Group, LLC dba ClientFirst Technology Consulting for an in-depth assessment of the Sheriff's information technology infrastructure, staffing level and resources with the goal to maximize efficiency, service support, and productivity through innovation. A department-wide assessment of Sheriff's Technical Service Bureau (TSB) and other areas of operations was done to determine if its current technologies and staffing level support the goals and objectives of the department. The vendor spent six months conducting interviews with department end-users and system processors in various divisions on how their applications usage, data network, and business process support their daily operation and impact their efficiency. As a result of the assessments, the vendor provided their Technology Master Plan and identified over eighty (80) recommended project initiatives which are organized into thirteen (13) categories listed below.

- 1. IT Governance
- 2. Computer Aided Dispatch System Selection and Project Management Support
- 3. Record Management System Application Selection and Project Management Support
- 4. Jail Management System Application Selection and Project Management Support
- 5. Automatic Vehicle Locator (AVL) Integration Planning and Assessment
- 6. CLETS Message Switch Replacement
- 7. GIS Assessment
- 8. Digital Evidence Storage System
- 9. Fleet System Assessment, Procurement, and Implementation
- 10. Enterprise Reporting
- 11. Cashiering/Online Payment
- 12. Inventory/ Assess Tracking System
- 13. Jail report Assessment/Inventory

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

The one-year commitment and investment of time and resources working with the vendor to identify these key areas for improvement has been invaluable. The initial report the Sheriff's Department received outlined a five-year road map for technology improvements with timelines, staffing levels and budget recommendations. To further leverage these project initiatives that have been deemed crucial for Sheriff's operations, it will require time and coordination of equipment infrastructure improvements, structural potential data network upgrades, vendor management, device migration planning, software acceptance and load testing, training planning, and a number of other activities in the coming years. The continuation of this engagement with ClientFirst to help define the project's objectives and oversee quality control throughout the project life cycle will help the department to update and enhance critical infrastructure and public safety enterprise systems. The Department plans to focus on certain categories each fiscal year based on resources and staffing requirement needed to coordinate many of these projects with the vendor.

#### Price Reasonableness

The personnel selected for various engagement are experts in their given disciplines, chosen according to the specific needs of this project, and will be working as an integrated team to provide end-to-end consulting and support services. ClientFirst have extensive experience in assisting clients with project management and implementation for these types of integrated information technology systems. Their management team's career experience includes over 3,000 projects for more than 500 local government agencies. Their professional fees and billing rate for these types of services are dependent on the levels and skills sets of the consultants assigned to specific aspects of the project. For every project listed, the vendor will prepare a detailed work plan and timeline for review and approval by the department.

The total fees for this engagement covering technology assessment of the 13 items listed are not to exceed \$2,500,000. Each engagement will be billed for time-and-material and not-to-exceed basis for each project. The Department is requesting to spend approximately \$500,000 annually for a total aggregate amount of \$2,500,000 to be spent over 5 years. The department is also requesting for a ten percent (10%) contingency in the amount of \$250,000 to cover any unforeseen alternative scope change. Fee adjustments will be dependent on specific project needs and the impact to the vendor's resources and capabilities.

Vendor billing rate for services varies on the technical level of skill required to complete a job. Additional fees for the consultant include travel expenses. Increases to hourly rates, by mutual agreement between ClientFirst and the County shall not exceed 3% annually.

The vendor selected a team of 9 employees to oversee different aspect of the engagements. They have a total of 217 years of experience, with an average of at least 24 year of experience per person. As noted below, the department negotiated hourly rate that is less than the rate ClientFirst was awarded through the California State Multiple Awards Schedule (CMAS) contract approved 10/21/2020.

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

				ClientFirst
ClientFirst	Title	Rate	RSO	Technology
Consultant/SME	ritte	Discounts	Proposed Rates	Consulting approved
				CMAS Rates
Tom Jakobsen	Partner	\$ (118)	\$ 225	\$ 343
David Krout	Partner	\$ (118)	\$ 225	\$ 343
Cindy Belcher	Director	\$ (128)	\$ 215	\$ 343
Jamie Shell	Director	\$ (66)	\$ 215	\$ 281
Tom Weiman	Director	\$ (66)	\$ 215	\$ 281
Peter Grazino	Senior Network Engineer	\$ (76)	\$ 205	\$ 281
Aaron Ayala	Project Manager	\$ (76)	\$ 205	\$ 281
Toby Soto	Senior GIS Consultant	\$ (50)	\$ 195	\$ 245
Tam Ly	Consultant	\$ (17)	\$ 195	\$ 212

The vendor has extensive experience with a wide variety of organization, technology and process environment. 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 understand the importance of designing a solution that will leverage the best of use technology and people to support the long-term approach and financial commitment to the success of department.

#### Impact on Residents and Businesses

Engaging a consultant for an in-depth assessment of the Sheriff's technology infrastructure, data network and business enterprise systems can yield valuable information of its overall risk and weakness and provide the department the opportunity to be fiscally strategic in managing and coordinating future technology upgrade. Since the Sheriff's Department provides law enforcement support and services, County residents can benefit from improved response time and the overall efficiency of their business enterprise systems.

#### **Attachments**

Professional Services Agreement – 3 copies Single Source Justification

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

uzanna Hirickley, Assistant Director of Purchalling and Fleet Service

10/26/2022

Rebecca S Cortez, Principal Management Analysis

11/1/2022

Kristine Bell-Valdez, Kristine Bell-Valdez, Supervising Deputy County County

10/24/2022

#### PROFESSIONAL SERVICES AGREEMENT

for

#### CONSULTANT SERVICES FOR OPTIMAL TECHNOLOGY GUIDANCE

between

#### **COUNTY OF RIVERSIDE**

and

# CLIENTFIRST CONSULTING GROUP, LLC DBA CLIENTFIRST TECHNOLOGY CONSULTING



BOS Agenda/Date or SSJ# Form #116-310 - Dated: 3/21/2019 Page 1 of 30

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This Agreement made and entered into this \_\_\_\_\_day of \_\_\_\_\_, 2022, 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 this 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 June 30, 2027 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 two million five hundred thousand (\$2,500,000) including all expenses, during the period of performance as set forth in Section 2.1. 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-91871-002-06/27 quantities; item/service 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. <u>Alteration or Changes to the Agreement</u>

- **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.

#### 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 Chapter 9 of Division 3 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 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. Sec. 12101 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 Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall 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 CONTRACTOR

Riverside County Sheriff's Department

ClientFirst Consulting Group, LLC

4095 Lemon Street, Third Floor

980 Montecito Drive, Suite 209

Riverside, CA 92501 Corona, CA 92879
Attn: Purchasing Unit 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

BOS Agenda/Date or SSJ# Form #116-310 – Dated: 3/21/2019 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 <a href="https://www.edd.ca.gov">www.edd.ca.gov</a>.

#### 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.

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- 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.

#### 24. Electronic/Digital Signatures

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

CLIENTFIRST CONSULTING GROUP,

CONSULTING, a California Limited

Liability Company

David Krout.

Dated:

Managing Partner

By:

LLC dba CLIENTFIRST TECHNOLOGY

10/20/2022

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.

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

By;//

Jeff Hewitt, Chair Board of Supervisors

Dated:

ATTEST:

Kecia R. Harper Clerk of the Board

Sy: ///

APPROVED AS TO FORM:

Minh C. Tran County Counsel

Amril P. Dhillon

Deputy County Counsel

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#### **EXHIBIT A**

#### SCOPE OF SERVICES

CONTRACTOR shall provide consulting and project management support services to assist the Riverside Sheriff's Office ("RSO" or "Department" or "COUNTY") with in the successful assessment and implementation of immediate priority technology projects identified below. CONTRACTOR must develop a Technology Master Plan and project solutions for RSO after conducting interviews with all divisions and bureaus within the organization. The Technology Master Plan process has identified over 80+ recommended project initiatives which are organized into the categories listed below:

- 1. IT Governance
- 2. Computer Aided Dispatch System Selection and Project Management Support
- 3. Record Management System Application Selection and Project Management Support
- 4. Jail Management System Application Selection and Project Management Support
- 5. AVL Integration Planning and Assessment
- 6. CLETS Message Switch Replacement
- 7. GIS Assessment
- 8. Digital Evidence Storage System
- 9. Fleet System Assessment, Procurement, and Implementation
- 10. Enterprise Reporting
- 11. Cashiering/Online Payment
- 12. Inventory/ Assess Tracking System
- 13. Jail report Assessment/Inventory

The items in EXHIBIT A have been identified by RSO as a high priority and implementation projects will address Department requirements and provide significant improvement in Public Safety Technology.

#### I. STATEMENT OF WORK

- A. CONTRACTOR must provide consulting and project management services to assist RSO in the successful assessment and implementation of immediate priority technology projects. CONTRACTOR must plan, execute, and finalize projects according to jointly agreed upon deadlines. This includes working with the RSO to identify resources needed and coordinating the efforts of team members and thirdparty contractors to deliver projects according to the project plan. Also, define the project's objectives and oversee quality control throughout the project life cycle. CONTRACTOR's project management approach must follow the best practices and proven methodologies maintained Project Management Institute which include:
  - Strategy and Planning: i.
    - Define project scope, goals, deliverables that support business goals in collaboration with the Information Technology Department, senior management, and stakeholders

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- Effectively communicate project expectations to team members and stakeholders in an ongoing, timely, and clear fashion
- Plan, develop and track project timelines, milestone and deliverables using appropriate tools
- Conduct project success criteria and disseminate them to involved parties through project lifecycle
- Develop, assess, and improve best practices and tools for project execution, management, and delivery
- ii. Acquisition and Deployment:
  - Estimate the resources and participants needed to achieve project goals
  - Review and provide input on all contracts with external vendors in terms of deliverables, schedule, and budget. Make recommendations where changes orders are appropriate.
- iii. Operational Management:
  - Act as a primary point of escalation for questions and issues from the Project Team; address and/or escalate issues as they come up
  - Delegate tasks and responsibilities to appropriate team members and oversee project development from beginning to end
  - Review project plans and associated communication documents and all project deliverables to ensure they adhere to Department standards.
  - Ensure projects risks are identified, documented, communicated, and addressed in a timely manner.
  - Proactively identify issues and conflicts within the project team, third
    party partners, and the business as needed; consult with Department
    management to formulate a plan to resolve
  - Proactively communicate and manage changes in project scope, identify potential crises, and devise contingency plans; communicate possible changes in scope to Information Technology management and departments and divisions that are affected
- B. CONTRACTOR must provide support to the process of updating and enhancing the Department's information technology infrastructure and software applications. Contractor shall provide ongoing assistance and project management to:
  - i. Assist the Department in managing vendor work efforts
  - ii. Provide detailed design specifications where necessary
  - iii. Review contractual terms and make recommendations for potential change orders
  - iv. Identify project risks and develop risk-mitigation plans
  - v. Maintain project schedules, action items, and provide ongoing follow up
  - vi. Inspect vendor work efforts and manage vendor documentation and project close-out activities
  - vii. Supplement Department staff as necessary to assist in on-schedule and onbudget project completion
  - viii. Assist with the procurement of new systems and the upgrade of existing applications

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- ix. Provide subject matter expertise related to CAD, RMS, jail, evidence, GIS, and other public safety related software applications.
- C. CONTRACTOR must implement improved public safety technology that will require coordination of equipment infrastructure improvements, structured potential data network upgrades, vendor management, device migration planning, software acceptance and load testing, and training planning.

#### II. PERFORMANCE OBLIGATIONS

A. CONTRACTOR must utilize 5 work steps for technology projects and will coordinate COUNTY personnel, selected vendors, and the CONTRACTOR. CONTRACTOR must make recommendations to tailor each step to fit COUNTY's unique specifications. CONTRACTOR must work in partnership with COUNTY to improve COUNTY information technology environments, so COUNTY can better meet the needs of staff and constituents.

### B. PROJECT MANAGEMENT and ROUTINE PLANNING MEETINGS

- CONTRACTOR must work with RSO and the vendor to customize this plan
  to meet the Department requirements and cause as little disruption as possible.
  The process will require discussions and planning meetings on the best
  method to convert, modify, and enhance existing infrastructure and associated
  services.
- ii. CONTRACTOR must conduct meetings both internally with RSO staff as well as with the vendor's project team and maintain ongoing communications to ensure that the implementation of the system goes as smoothly as possible.
- iii. CONTRACTOR must monitor the project status at various identified milestones to insure it remains on track and risks are mitigated. CONTRACTOR must hold at least weekly meetings/conference calls throughout the implementation, as necessary.
- iv. Part of this process will be to monitor any change orders and proposed upgrades or modifications to the system design and configuration. CONTRACTOR must also include routine meetings with regarding the status of the project and budget.

#### C. PROJECT MANAGEMENT DUTIES

- CONTRACTOR must work with RSO and the selected vendor to ensure the appropriate infrastructure and equipment are in place to support the roll-out of the new system.
- ii. These activities include manage project scope, provide recommended next steps, and impact analysis, project oversight, identify critical due dates and deliverables, highlight risks, and assist with mitigation, assist with development of Disaster Recovery and Security procedures, and perform quality assurance checks and benchmarks to instill project integrity.

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#### D. VENDOR MANAGEMENT

i. CONTRACTOR must work with the selected vendors to coordinate the implementation of the new systems services and the conversion of the existing services. CONTRACTOR must assist the department in creating bills of materials and procuring IT infrastructure equipment and services. Vendor documentation, work effort, and activities will be reviewed by the CONTRACTOR and feedback will be provided to the COUNTY. CONTRACTOR must also assist in creating punch lists and communicating with vendors, as necessary and providing support to the department in determining appropriate payment schedules and timing.

#### E. IMPLEMENTATION ASSISTANCE

- i. When necessary, CONTRACTOR must assist RSO staff in key implementation tasks to maintain project momentum and prevent delays through the following:
  - Monitor project progress to completion
  - Assist in the coordination of vendor implementation activities
  - Develop communications for implementations
  - Assist in the creation of policies and procedures in support of implementation activities
  - Review and comment on vendor-provided documentation
  - Recommend phased payment methodology to ensure consistency of duties performed by vendor
  - Assist in developing an acceptance test plan and criteria for meeting RSO requirements.
  - Assist in the development and deployment of a department training plan
  - Assist in the development of a cutover resource plan to support RSO staff when the system is put into live use.

#### F. PROJECT CLOSE-OUT

i. CONTRACTOR must ensure compliance with contract, legal, and code requirements at time of project close-out. Requirements such as, documentation, final vendor payments, and knowledge transfer will all be verified. Contractor must work with the Department to validate final vendor installation steps and make sure that the Department receives proper documentation, support to reduce ongoing costs, and assist in quality assurance discussions.

#### III. CONTRACTOR'S REQUIREMENTS

A. CONTRACTOR must 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

BOS Agenda/Date or SSJ# Form #116-310 – Dated: 3/21/2019 and Master Planning. The personnel selected for this engagement are the following project team members:

- Tom Jakobsen, Partner, IT Infrastructure and Operations
- David Krout, Partner, Enterprise Applications
- Cindy Belcher, Director, Enterprise Applications, Public Safety Practice Leader
- Jaime Shell, Director, Enterprise Applications
- Toby Soto, Manager, Geographic Information Systems Consulting
- Aaron Ayala, Senior Infrastructure Consultant
- Pete Graziano, Senior Network Engineer Consultant
- Tom Weiman, Unified Messaging Practice Leader
- Tam Ly, Management Consultant, Enterprise Applications
- B. CONTRACTOR must 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 must 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 must 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.

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#### **EXHIBIT B**

#### PAYMENT PROVISIONS

CONTRACTOR must assist the Riverside Sheriff's Office (RSO) with key strategic projects over the next 5 years not to exceed \$2,500,000. The following projects were identified by RSO as an immediate need due to their relationship to and the integral part they will play in the success of the ongoing Computer Aided Dispatch (CAD), Record Management System (RMS), and Jail Management System (JIMS) replacement projects currently underway. These projects include critical planning and strategic significance in the design, implementation, and support if the deployment of these critical public safety systems.

## Project Scope Details

CONTRACTOR must begin the initial activities related to this project, such as project coordination and scheduling, within 1-2 weeks of finalizing an agreement regarding this proposal.

Project Name	Description	Estimated Duration	Fees -Not to Exceed
IT Governance	Design and implement an IT Governance model for RSO. Draft policy and procedures for implementation.  Participate in initial meetings to ensure effectiveness of model.	6 months	\$ 25,000
Computer Aided Dispatch Application System Selection Assistance	Review and document feature/function requirements, develop an RFP, evaluate proposals, and provide vendor selection assistance. Review all contractual documentation, prepare findings/recommendations report.	8-10 months	\$ 190,000
Computer Aided Dispatch Project Management Assistance	Provide Project Management assistance to ensure that deliverables are met on time and on budget. Assist in the development of all project documentation to include Project Charter, Project Schedule, Communications Plan, Risk Register, Testing Plan, Training Plan, Change Management Plan, Cutover Plan, and Lessons Learned.	18 months (Approx. 24 hrs/wk)	\$ 400,000

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Project Name	Description	Estimated Duration	Fees -Not to Exceed
Computer Aided Dispatch Resiliency Design and Budget	Work with CAD Selection Project Team and TSB to develop a CAD resiliency design to be implemented in conjunction with selected CAD solution. Design deliverables to include budget and presentation.	6 months	\$ 35,000
Jail Management System Application System Selection Assistance	Review and document feature/function requirements. Assist in fully documenting Jail Management System functionality. Create interface requirements documentation. Develop an RFP, evaluate proposals and provide vendor selection assistance.	6-8 months	\$ 80,000
Jail Management System Project Management Assistance	Provide Project Management assistance to ensure that deliverables are met on time and on budget. Assist in the development of all project documentation to include Project Charter, Project Schedule, Communications Plan, Risk Register, Testing Plan, Training Plan, Change Management Plan, Cutover Plan, and Lessons Learned.	20 months (Approx. 20 hrs/week)	\$328,000
Records Management System  Application System Selection Assistance	Review and document feature/function requirements. Assist in fully documenting Records Management System functionality. Create interface requirements documentation. Develop an RFP, evaluate proposals, and provide vendor selection assistance.	6-8 months	\$180,000
Records Management System Project Management Assistance	Provide Project Management assistance to ensure that deliverables are met on time and on budget. Assist in the development of all project documentation to include Project Charter, Project Schedule, Communications Plan, Risk Register, Testing Plan, Training Plan, Change Management Plan, Cutover Plan, and Lessons Learned.	18 months (Approx. 24 hrs/week)	\$ 390,000

Project Name	Description	Estimated Duration	Fees -Not to Exceed
Automatic Vehicle Locator Integration Planning and Assessment	Assess current base map, mobile equipment, and infrastructure to determine potential gaps in proposed vendor solution's ability to meet the functional and integration goals of this project. Assess current status, integration strategy to new CAD, and document functional needs. Oversee test plans, testing, and implementation.	1-2 months	Included with CAD Selection
CLETS Message Switch Replacement	Work with vendor to define detailed requirements for CAD project CLETS interface. Assist with CLETS DOJ application approval process. Oversee test plans, testing, and implementation	1-2 months	\$ 60,000
GIS Assessment	The success of the CAD replacement project and other projects depend on having quality GIS data. It is a prerequisite for core application replacements. Assess GIS needs, focusing on integration with CAD, RMS, JMS, AVL, NG911, CAU, SERT, and Coroner requirements. Work with GIS staff to coordinate improvements and implement additional tools.	2-3 months	\$ 100,000
Fleet System Assessment, Procurement, and Implementation	Conduct an assessment of fleet system requirements. Identify potential options and prepare recommendations report.  Based upon option selected, prepare RFQ for a fleet system for the Department and provide assistance in the vendor selection process. Includes implementation oversight project management.	6-10 months	\$ 80,000

Project Name	Description	Estimated Duration	Fees -Not to Exceed
Digital Evidence Storage System	Investigate and recommend solutions for an integrated, digital evidence storage solution to significantly reduce current staff time spent burning CD's and physically transferring digital evidence. Services to conduct needs assessment for multiple types of evidence and document storage. Recommendations related to short- and long-term strategy and identification of specific needs of the planned replacement RMS system. Based upon assessment findings, potentially assist in a selection process for evidence solution or expansion of an existing system. Includes implementation oversight project management. These requirements could potentially be included with the RMS system selection project.	2-3 months (Assessment, Requirements, RFP Development)	\$ 50,000
Enterprise Reporting	Conduct an assessment and inventory of all other (in addition to CAD, RMS, and JIMS) RSO current and future reporting needs. Assessment will include budget and other financial reports, training academy scheduling, certification renewals, coroner reports, Crime Analysis, and others.	6-12 months	\$ 100,000
Cashiering/Online Payments	Conduct department-wide needs assessment and documentation of functional requirements for cashiering and online payments. Assistance with the selection and deployment of a single cashiering system and online payment mechanisms departmentwide.	6-12 months	\$ 80,000

Project Name	Description	Estimated Duration	Fees -Not to Exceed
Inventory/ Asset Tracking System	Conduct needs assessment and documentation of functional requirements. Assistance with the selection and deployment of inventory/asset management system department-wide. Includes implementation project management oversight for 5 departments (Stations, Armory, BCTC, SERT, Jails).	6-8 months	\$ 80,000
Jail Reports Assessment/Inventory	Conduct assessment and inventory of all RSO JIMS reporting needs (Local, State, Federal). Review versus SOMA JIMS report deliverables and, based on ROI, determine report implement delivery timeline.	3-6 months	\$ 100,000
Other Projects	Other IT project priorities determined by Riverside Sheriff's Office.	TBD	\$ 222,000
	Total Fees	(not to exceed)	\$ 2,500,000

## Fees

CONTRACTOR fees are based on the scope and approach outlined, 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. Total fees for this engagement are not to exceed \$2,500,000 without prior written authorization.

CONTRACTOR's standard billing rates for these types of services are based on the type and level of the assigned consultants' skill sets plus travel expenses, if necessary. However, CONTRACTOR has discounted the rates for this engagement. Annual hourly rate increases will not exceed 3% per year.

Summary Rates		
Consultant Level	Hourly Rate	
Network Engineer/Consultant	\$195	
Senior Network Engineer/Project Manager/Senior Consultant	\$205	
Specialized Senior Consulting - Director Level	\$215	
Partner	\$225	

CONTRACTOR must prepare a detailed work plan for review and approval by the Department, prior to beginning. Invoicing will be on a time-and-materials not to- exceed basis for each project. CONTRACTOR must provide the Department with detailed time reporting as a part of the invoice each month. In addition, CONTRACTOR will provide a monthly summary of the status of expenditures versus contract for each approved project.

CONTRACTOR must invoice monthly as work proceeds and provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 30 days of receipt, via check or ACH.