



# COUNTY OF SAN MATEO SHERIFF'S OFFICE

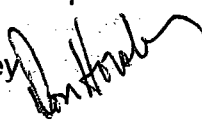
Interdepartmental Correspondence

56

Date: August 27, 2001

Agenda Date: September 11, 2001

TO: Honorable Board of Supervisors

FROM: Sheriff Don Horsley 

SUBJECT: Agreement with CIT COM, Inc. for consulting services in association with the Records Management System (RMS).

**Recommendation:** Adopt a Resolution authorizing the President of the Board to waive the Request for Proposal Process and execute an Agreement with Cit Com for consulting services in association with the vendor selection, analysis, contract development, and follow-up implementation review of a Records Management System, in the amount not to exceed \$119,500.

## Need For RMS System

The Sheriff's Office has a long-standing need for an automated Records Management System (RMS) to support criminal and civil records processing, evidence management, external document and photo imaging linked to case files, investigation case file assignment & processing, and provide timely, complete and accurate information to patrol Deputies working beat and community policing assignments. The RMS system will need to interface with the existing Computer-Aided Dispatch system operated by Public Safety Communications, as well as CJIS and the countywide Message Switch system.

When the existing CJIS system was acquired and installed approximately 10 years ago, the original plan was for a comprehensive system that would include an RMS module. However, while an RMS module was acquired at that time, only the Jail Management and Court operations modules were eventually installed, due to both budgetary constraints and the need for costly and time-consuming modifications to the RMS module to allow its effective use in San Mateo County. As a result, the Sheriff's Office has maintained operational records with a variety of inadequate and outmoded standalone commercial programs (most of which are no longer supported by the original vendor), in-house database applications created by various enterprising staff over the years (many of whom have since retired, left the department, or been transferred to other assignments), and a large assortment of manual, paper-driven records and processes.

As the Sheriff's Office embarked upon the conversion to Outcome-Based program management last Fall, the inadequacy of existing records processing and reporting capability to support a data-driven budgeting and program management environment became even more apparent. The Sheriff's Office began discussions with the County Manager's Office and Information

Services staff at that time about the need to identify an automated records management solution which would bring the department into the 21<sup>st</sup> century environment of modern criminal justice information management. Work also began on two other related fronts: to identify the various records functions and processes in the department which could be re-engineered to be supported in a more automated manner, and on an RFP to identify possible vendor solutions for the department's records management needs. Clearly, acquiring an existing commercial software solution created for law enforcement agencies is the most cost-effective alternative to either developing an in-house application from "scratch", or attempting to modify and modernize the now greatly outdated CJIS module - both latter options being prohibitively expensive and time-consuming even if resources were available to accomplish them.

### **Cit Com Services & Status of Work To Date**

Early on it became apparent to the Sheriff's Office that expert consulting assistance would be required in developing the department's needs requirements, developing an accurate RFP, and assisting through the analysis and selection of a proposed new system that would meet the needs of the department. Captain Paul Feyling conducted a search and survey of other jurisdictions recently implementing RMS systems to determine if they had consulting assistance during that process, and who was used. Several consulting firms with local law enforcement RMS experience were interviewed, and a recommendation was eventually made to engage Cit Com consultant William Romesburg in a short-form Agreement to assist with initial RMS exploration activities.

Cit Com had excellent references from Redwood City, Brisbane, Albany, Livermore, Pleasanton, Milpitas and Berkeley, and Cit Com's rates were generally lower than comparable firms. William Romesburg is a principle in Cit Com, has 15 years experience including serving as a project manager on numerous similar projects. His consulting experience was preceded by career working experience as an Assistant City Manager, police officer, and public safety dispatcher, all in California. Mr Romesburg is recognized by the State Judiciary as an expert witness in law enforcement records management systems, and was also familiar with Sheriff's offices' operational requirements prior to the engagement from collaboratory work done with Redwood City Police Department.

Cit Com began work with the Sheriff's Office approximately 16 months ago. The initial Agreement with Cit Com was for \$25,000, and two subsequent contract amendments approved through the County Manager's Office brought the total expended since 1999-00 with Cit Com to \$83,800. During that time the Sheriff's Office has accomplished the following activities: extensive analysis and preparation of a Needs Analysis Report; development of a conceptual RFP design; follow-on preparation of a detailed RFP; completion of the initial RFP process and detailed analysis and evaluation of RFP responses. The RFP was issued with specific language that advised proposers that approval of a contract is contingent not only on Board of Supervisors approval but also to identification of financing alternatives that will allow the department to bring a financing package to the Board along with a proposed contract. The department is also working with Information Services in this process, and ISD representatives have participated in project steering committee meetings.

At present three finalist systems have been identified and a team of key personnel is conducting site visits to jurisdictions where these systems are in full operation. It is hoped a proposed Agreement and financing can be brought to the Board for consideration in early Fall, 2001. Two County police departments, Brisbane and Broadmoor, have currently agreed to participate as system partners; are also under contract with Cit Com and would share in any financing plan. Two additional agencies, Half Moon Bay and East Palo Alto, have expressed an interest in participating once the system is implemented and they can evaluate it in operation.

### **Proposed Cit Com Agreement**

At this time, the Sheriff's Office is requesting approval of a new Agreement with Cit Com in an amount not to exceed \$119,500. Although the initial Agreement with Cit Com is scheduled to expire March 5, 2002, all money has been spent and all services have been provided. The new proposed Agreement will complete critical phases of work associated with implementation of an RMS system for the Sheriff's Office. These include the following:

1. Contract development; vendor negotiations; systems performance criteria and measurement; system acceptance testing and terms; physical site planning; financing package; change control for software modifications; end user training and documentation; ongoing maintenance criteria and favorable pricing; and assistance with presentations to the Board and other interested jurisdictions.
2. Guidance through system implementation; punch list completion and follow-on post-implementation debugging, data conversion and evaluation.
3. Assistance to departmental management in re-engineering key records processing functions to use automated support to maximum advantage and avoid costly software modifications.

The proposed Agreement provides for a range between 725 - 1,195 consulting hours to accomplish the above work, at a consulting rate of \$100 per hour which includes all travel and related expenses. The term of the Agreement extends through December 31, 2002, which allows time for implementation and post-implementation activities. Cit Com complies with standard County Agreement stipulations including the Equal Benefits Ordinance, and the proposed Agreement has been reviewed with County Counsel.

The Sheriff's Office is requesting that the Board waive the Request for Proposal Process for this Agreement, for the following reasons:

- CIT COM's services were initially engaged in 1999-00 through a selective process also involving the Gartner Group and RCC Consulting, among others. Cit Com's rates are lower than other comparably experienced firms, and their service to date has been satisfactory.
- Cit Com is thoroughly familiar with the Sheriff's Office RMS requirements at this point, and considerable additional time and expense would be involved in bring another consultant up to the same level of knowledge.

### **Fiscal Impact**

Funding for the proposed Agreement will be spread across FY 2001-02 and FY 2002-03 based on the project timetable. Funding for that portion of the Agreement to be paid during the current fiscal year (approximately \$80,000) is included within the Sheriff's adopted budget. Money from state technology grants has been set aside to aid in funding the subsequent year. There is no additional net County cost for this Agreement. As indicated above, a proposed Agreement and financing for the actual RMS software vendor will be brought to the Board in early Fall, 2001.

Resolution No. \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION WAIVING REQUEST FOR PROPOSAL PROCESS AND EXECUTION  
OF AN AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
CIT COM, INC. FOR CONSULTING SERVICES IN ASSOCIATION WITH A  
RECORDS MANAGEMENT SYSTEM (RMS) FOR THE SHERIFF'S OFFICE**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California,  
that;

**WHEREAS**, the Sheriff's Office has a long-standing need for an automated Records Management System (RMS) to support criminal and civil records processing, evidence management, external document and photo imaging linked to case files, investigation case file assignment, and beat and community policing assignments; and

**WHEREAS**, the San Mateo County Sheriff's Office desires to waive the Request for Proposal Process and enter into an Agreement with Cit Com, Inc. who will provide professional consulting services in association with the vendor selection, analysis, contract development, and follow-up implementation review of a Records Management System; and

**WHEREAS**, this Board has been presented with a form of such Agreement and said Board has examined and approved same as to both form and content and desires to enter into same; and

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED THAT:** the Request for Proposal Process is waived, and the President of this Board of Supervisors be, and he is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest his signature thereto.

\* \* \* \* \*

**AGREEMENT  
BETWEEN COUNTY OF SAN MATEO  
AND CIT COM, INC.**

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This Agreement entered this \_\_\_\_\_ of \_\_\_\_\_ 2001, by and between the **COUNTY OF SAN MATEO** a political subdivision of the State of California, hereinafter called "COUNTY" and **CIT COM, Inc.**, hereinafter called "CONTRACTOR."

**WITNESSETH:**

***WHEREAS**, it is necessary and desirable that Contractor be engaged by County for the purpose of performing the professional services hereinafter described as consulting services for the Records Management System described in this agreement; and*

***WHEREAS**, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of special services to or for County or any Department thereof; and*

***NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:***

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, a description of services provided by Contractor is attached hereto and incorporated into the agreement by this reference as Exhibit A.
2. Payments.
  - A. Maximum Amount. In full consideration of Contractor's performance of the services described in Exhibit A, the amount that County shall be obligated to pay Contractor for such services rendered under this Agreement shall not exceed \$119,500.
  - B. Rate of Payment. The rate and terms of payment shall be as specified in Exhibit A. Any rate increase is subject to the approval of the Sheriff or his designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Exhibit A be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Sheriff or his designee.
  - C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibit A. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.
3. Relationship of the Parties. It is expressly understood that this is an Agreement by and between two (2) Independent Contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an Independent Contractor. Further, as an Independent Contractor, Contractor expressly acknowledges and

accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Services Rules.

4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Hold Harmless. Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, on account of: (A) injuries to or death of any person, including Contractor; or (B) damage to any property of any kind whatsoever and to whomever belonging; (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of County, its officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

6. Insurance. The Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the County of San Mateo. The Contractor shall furnish the County with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy. New Certificate of Insurance shall be provided to County on a timely basis upon each occasion that Contractor's insurance is renewed for an additional term.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or cancelled, the County of San Mateo at its option, any, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

- A. Workers' Compensation and Employer Liability Insurance. The Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of this work of the Agreement.

- B. Liability Insurance. The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims

for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

*Such insurance shall include:*

(1) Comprehensive General Liability	\$ <u>1,000,000</u>
(2) Motor Vehicle Liability Insurance	\$ <u>1,000,000</u>
(3) Professional Liability	\$ <u>1,000,000</u>

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County Agreements by giving sixty (60) days notice to Contractor.

The County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, with respect to any vicarious liability imposed on them on account of the negligence of Contractor which policies shall contain a provision or endorsement that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the limits stated above, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment I (and II).

7. **Non-discrimination.** No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.



With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits Contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

8. Records. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules, and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

9. Compliance with Applicable Laws. All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

10. Interpretation and Enforcement.

- A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

In the case of County, to:

San Mateo County Sheriff's Office  
Don Horsley, Sheriff  
400 County Center  
Redwood City, CA 94063

Or to such person or address as County may, from time to time furnish to Contractor.

- 1) In the case of Contractor, to:

Cit Com, Inc.  
William Romesburg, Vice President  
32194 Corte Carmona  
Temecula, CA 92592-3654

- B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

11. Merger Clause. This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modification shall be in writing. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.
12. Term and Termination. Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be in effect August 1, 2001 through December 31, 2002. This Agreement may be terminated by Contractor, Sheriff or his designee at any time upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

**COUNTY OF SAN MATEO**  
*A Political Sub-division of the  
State of California*

By: \_\_\_\_\_  
Michael D. Nevin, President  
Board of Supervisors, County of San Mateo

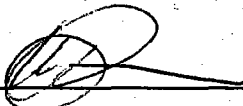
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

**CIT COM, INC.**

By: \_\_\_\_\_  


Date: 8-6-01

Tax I.D. Number: 88-0456338

**EXHIBIT A**  
**AGREEMENT BETWEEN**  
**COUNTY OF SAN MATEO AND CIT COM, INC.**

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*The Sheriff's Office is in the process of acquiring an automated Records Management System (RMS) to support criminal and civil records processing, evidence management, external document and photo imaging linked to case files, investigation case file assignment and processing, and provide timely, complete and accurate information to patrol Deputies working beat and community policing assignments. The RMS systems will need to interface with the existing Computer-Aided Dispatch system operated by Public Safety Communications, as well as CJIS and the countywide Message Switch System. This contract is to assist County in the selection of an RMS contractor, the drafting of the RMS Agreement and the implementation of the RMS System, and any references in this Exhibit to "the contract", "the project", or "the system" refer to the RMS project.*

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**I. SERVICES TO BE PROVIDED BY CONTRACTOR**

- A. Developing the Vendor-County Agreement. Contractor will work with the Sheriff's Office as well as the selected vendor(s), to aid in the development and negotiation of the final contract in order to obtain the most favorable provisions and stipulations for the County.

These may include such items as the following:

- Statements of Work (for all vendors)
- Prime Vendor vs. Subcontractor Responsibilities
- Favorable Payment Schedule
- Implementation Timelines
- System Performance Criteria
- System Testing
- System Acceptance Terms
- Warranty/Support Duration
- Installation Responsibilities
- Software License Terms
- Software Modifications (Change Control Process)
- Data Conversion
- Documentation
- Training Requirements
- Limitations on Expenses

Contractor will also include the vendor responses to the RFP as an addendum to the contract. Although Contractor will not evaluate the contract from a legal point of view Contractor will provide base agreement materials and recommendations. Contractor will provide continuous review of the agreement(s) with the Sheriff's Office and the County Counsel, updating the draft contract as necessary.

- B. Contractor will participate, together with County personnel, in subsequent meetings and negotiations with the vendor(s). The number of hours required to negotiate the contract on behalf of the Sheriff's Office will be determined upon the identification of a finalist vendor as there are far too many unknowns at this time to accurately predict the level of assistance that will be necessary. However, as a budgetary guide, contract negotiations generally require between four and six months of time to complete. Consequently, Contractor's estimate would be between 320 - 640 hours.

**C. Implementation Assistance.** Tasks with which Contractor will assist the County during systems implementation.

- 1) Develop Detailed Project Schedule - Once a contract is finalized, implementation activities will begin. Contractor will assist during the implementation program by working with County personnel and the selected vendor to develop a detailed project schedule. The schedule will include the following sections:

- Application Development
- Physical Site Planning
- Networking and Interfaces
- Training
- Operational Planning
- Systems Testing and Control Procedures
- Conversion and Implementation
- Operational Documentation
- Acceptance Testing
- Contract Management

Contractor will identify various tasks and subtasks within each of these sections. Target dates for the completion of each task and subtask will be established, and responsibilities for the successful attainment of these dates will be assigned.

The purpose of a detailed project schedule is to provide an effective method of monitoring the progress of this complex project on an ongoing basis. In this manner, decisions to expedite the implementation program can be made on a timely basis rather than "after the fact," when the steps taken are likely to be too late or inadequate.

**D. Assist in Project Management.** Contractor will assist the County in managing the RMS systems implementation program. Contractor's assistance will include the following:

- 1) Serve on the Steering Committee - The purpose of the Steering Committee is to ensure that project activities are prioritized based on the overall needs of the County. This Committee will also address issues that may impact policies and procedures. Contractor will document Steering Committee discussions, and ensure that policy issues are addressed and coordinated.
- 2) Serve on the Implementation Project Team - The purpose of the Implementation Project Team is to adopt the detailed project schedule and manage the implementation activities on a daily basis for conformance with the established schedule; and recommend revised priorities and system modifications as may be necessary. Included on the Project Team will be the vendor project manager.
- 3) Maintain Project Schedule and Task Lists - Contractor will maintain the detailed project schedule and task lists by indicating when tasks have been successfully completed and the dates of their completion. Contractor will revise tasks and estimate completion dates and responsibilities as required. When a task is rescheduled, Contractor will consider what impact the rescheduling will have on related tasks and revise the schedule as necessary.
- 4) Administer Vendor Contract - Contractor will ensure that the vendor(s) adheres to the contract terms and conditions. Contractor will review and advise the County on potential out-of-scope issues; assist the County in addressing potential contractual

conflicts; assist in the review and approval of deliverables and payment milestones; and prepare correspondence on behalf of the County, as appropriate.

- 5) **Coordinate Functional Design Process** - Contractor will assist County personnel in the review and finalization of application functionality with the selected system vendor. Contractor will attend the scheduled design review sessions and ensure that detailed design documents are complete and represent the functionality agreed upon between the County and vendor. Contractor will also document the design discussions and coordinate the resolution of potential design issues.
- 6) **Assist in Physical Planning** - Contractor will help the County coordinate site preparation including such items as the computer room layout, cabling requirements, fire protection, security equipment and others. Contractor will advise the County as to the specifications and appropriate sources for peripheral equipment such as modems, power conditioners and other items.
- 7) **Establish Conversion Control Procedures** - Prior to converting manual or computerized records to the new system, Contractor will develop procedures specifying how the converted records are to be checked and balanced before the system goes "live." In this manner, Contractor will ensure that no shortcuts are taken in the testing process in order to expedite implementation.

**E. Prepare System Test and Acceptance Plan.** Contractor will assist the County and the vendor in the preparation of a detailed system test and acceptance plan. Contractor's assistance will include the following:

- 1) **Develop Testing Overview** - In conjunction with the selected vendor, Contractor will prepare a comprehensive Test Plan for the new systems. Based on the unique capabilities of the system, the order and precedence of system testing would be defined. An overall schedule and estimate of time required to complete system testing will be developed. Relationships between tests will be identified (i.e., which tests must be successfully completed in order to continue testing).
- 2) **Develop Acceptance Plan** - Based on the RFP requirements, vendor responses, system capabilities, and contractual performance requirements, a detailed Acceptance Plan will be developed identifying the steps and coordination necessary to accomplish system acceptance. The Acceptance Plan will include the following information for each recommended test:
  - Test Description
  - Source Requirements or Specification
  - Required Test Data, Equipment and Personnel
  - System Configuration for Test
  - Test Schedule and Time Requirements
  - Special Requirements for Testing
  - Expected Results
  - Range of Acceptable Limits for Results
  - Forms for Logging Results
  - Certification of Completion
- 3) **Review Vendor Documentation** - Contractor will review vendor documentation for completeness and identification of test points. Contractor will identify additional documentation required for the County to repeat testing or verify measurements on a periodic basis.

- 4) **Verify Testing Configuration** - Contractor will coordinate with the vendor to identify necessary or proprietary test equipment for system testing and arrange for equipment availability. The vendor will be required to provide procedures to perform system loading for statistically based tests.
  - 5) **Observe Testing Procedures** - Contractor will observe the testing of critical components of the system and observe a sampling of testing procedures. Contractor will validate participant understanding of test procedures and ensure test documentation is completed accurately.
  - 6) **Review Completed Test Logs** - On a scheduled basis, Contractor will review testing progress and completed field test reports. Areas of concern will be identified and discussed with the County's Project Manager.
  - 7) **Coordinate Corrections and Re-Test** - When required corrections to system components have been identified, Contractor will work with the vendor to schedule corrections and retesting. Contractor will assist County representatives and vendor personnel to continue testing where appropriate.
  - 8) **Coordinate System Final Design and Installation** - After completion and approval of the functional design document, the focus of the project team will then be on ensuring that all components of the system are coordinated and installed according to the final system design. Contractor will coordinate system installation activities with the County and vendors including, data conversion, site preparation, and equipment installation. Contractor will document operational and control procedures, as needed, and coordinate the resolution of design and installation issues.
- F. **Conduct Post RMS Implementation Review.** Working jointly with County personnel, Contractor will review each RMS application after its installation to ensure that the system satisfies the requirements specified in the vendor's contract. Contractor will review the documented results of acceptance testing and remaining software problem or "punch" lists as well as interview key user and technical personnel. Contractor also will recommend that user satisfaction surveys be conducted before final acceptance has been determined.
- G. **Report Finding.** Although, as independent consultants, Contractor cannot warrant the vendor's work, prior to the County's acceptance of each application or final acceptance, Contractor will formally report their findings regarding acceptance in writing.
- H. **Level of Assistance.** Contractor will offer varying levels of assistance based upon what the County requires and can substitute in full time employee commitments.

## **II. CONTRACTOR'S STAFF ASSIGNMENTS**

- A. **Proposed Staffing.** Contractor will assign Mr. William Romesburg, Vice President of Government Technology. As the Executive Sponsor and day-to-day consultant, William will continue to be responsible for all project level activities including work scheduling, staff assignments, cost controls, client relationships, and quality assurance.
- B. **Support Staff.** In addition to Mr. Romesburg, Contractor will provide a "behind-the-scenes" support staff of professional consultants, information technology experts and public safety-trained employees. Contractor's multi-disciplined staff enables them to provide targeted and specific solutions to client issues.

- C. Responsibilities / Qualifications of Proposed Staff. Mr. Romesburg will serve as the primary interface with Sheriff's Office personnel. Contractor recognizes that any substitution of personnel would require approval prior to starting the engagement.

### III. AMOUNT AND METHOD OF PAYMENT

- A. Identification of Costs. Contractor's professional fees are based upon Contractor's experience with similar projects and upon Contractor's understanding of the Sheriff's Office's requirements as revealed during the past sixteen months of service. Based upon previous engagements, Contractor's estimate the following number of hours to be required.

PHASE III – EVALUATION/SELECTION		Estimated Hours
Task: Analyze Semi Finalists		40
Task: Coordinate/Attend Site Visits		80
Task: Prepare Final Vendor Recommendation		25
Task: Determine Need for Subcontractors		10
PHASE IV – CONTRACT NEGOTIATION		Estimated Hours
Estimated		320-640
PHASE V – IMPLEMENTATION		Estimated Hours
Estimated		250-400
<b>TOTAL</b>		<b>725 - 1,195</b>

For Phases 3-5, Contractor will provide a level of assistance based upon the chart shown above. The cumulative total range is between seven hundred and twenty five (725) and one thousand one hundred and ninety five (1,195) hours.

These figures are provided as a guide for budgetary purposes with billing based upon actual hours expended, not estimated hours.

- B. Time Estimates. Contractor's estimated timeline is based upon Contractor's knowledge of the project and experience with similar engagements. The estimates within this Agreement are based upon the following significant dates:

Phase	Start Date	Completion Date
Phase III: Evaluation/Selection	March 2001	August 2001
Phase IV: Contract Negotiation	August 2001	December 2001
Phase V: Implementation	January 2002	November 2002



C. Rate of Payment.

Contractor will be paid at a rate of \$100 per hour for professional services.

In addition, County will pay Contractor's reasonable travel related expenses and document services (i.e., photocopies, etc.). Contractor will provide County with itemized billing information, including services performed and any other expenses.

In no event will the County's maximum fiscal obligation under this Agreement exceed a total of one hundred and nineteen thousand and five hundred dollars (\$119,500).

## Equal Benefits Compliance Declaration Form

## Vendor Information

Name of Contractor:	Citi Com, Inc.	
Contact Person:	William Romanovsky	
Address:	12194 Costa Carmena Torrance, CA 90503-5554	
Phone Number:	(800) 352-6537	Fax Number: (800) 352-6538

## 題目

Does the Contractor have any employees?   X   Yes        No

Does the Contractor provide benefits to spouses of employees?        Yes   X   No

\*If the answer to one or both of the above is No, please skip to Section B.\*

### III. Fiscal Benefits Comparison Chart

- ☐ Yes, the Contractor complies by offering equal benefits, as defined by Chapter 283, to its employees with spouses and its employees with domestic partners.
- ☐ Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ No, the Contractor does not comply.
- ☐ The Contractor is under a collective bargaining agreement which began on \_\_\_\_ (date) and expires on \_\_\_\_ (date).

**संज्ञा: प्रकृतिकोश**

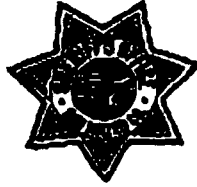
1. The Contractor shall be responsible for obtaining all necessary permits and licenses for the work.

Executed this 8 day of August, 2001, at Temecula, CA  
 \_\_\_\_\_  
 (City) (State)

*UP*  
~~Signature~~  
VICE PRESIDENT.  
~~Text~~

William ROMESBURG  
Name (Please Print)  
88-0456338

# Fax Cover Sheet



Ginger L. Balkus, Management Analyst  
 San Mateo County Sheriff's Office  
 400 County Center  
 Redwood City, CA 94063  
 Phone (650) 363-7819  
 Fax (650) 599-1023

Send to: Priscilla Morse Risk Manager	Date: 8/29/2001
Fax: 363-4610	Total pages, including cover: 4
Phone:	RE: Contractor's Insurance Requirements

☒ Urgent ☒ Reply ASAP ☐ Please comment ☒ Please review ☒ For your information

Contractor's Name: CitCom, Inc.

Do they travel: Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, what percent of time: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Duties: Consulting services for Records Management System (RMS).

COVERAGE	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ 1m	✓		
Motor Vehicle Liability			✓	
Professional Liability			✓	
Worker's Compensation			✓	

Comments:

Please see the following Certificate of Insurance. Thanks.

*Priscilla Morse*  
 Signature of Risk Manager

RECEIVED

SEP 05 2001

TOTAL P.01

COUNTY MANAGER

007394

**NORTHERN INVESTORS COMPANY**

P.O. BOX 1509 / BEAVERTON, OR 97075 / FAX (503) 296-7718 / PHONE (503) 296-7722

**DEFERRED PAYMENT OF PREMIUM AGREEMENT**

NIC # 85 04/17/2001 (0)

<b>INSURED:</b> CIT.COM, INC		<b>INSURANCE</b> I E S		
<b>ADDRESS:</b> 32194 CORTE CARMONA TEMECULA, CA 92592		<b>AGENCY NAME:</b> 4900 SW GRIFFITH DR STE 205 <b>ADDRESS:</b> BEAVERTON, OR 97005		
<b>POLICY NUMBER</b>	<b>EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME AND ADDRESS</b>	<b>POLICY TERM IN MONTHS</b>	<b>PREMIUM</b>
<del>FBO</del> PPP1001109	<del>04/17/2002</del> 5/07/02	US LIABILITY INS. CO / ATADERO INSURANCE TAXES AND FEES	12	2,110.00 100.00
<input type="checkbox"/> <b>PERSONAL LINES</b> <input checked="" type="checkbox"/> <b>COMMERCIAL LINES</b> (Check appropriate box)			<b>ITEMIZATION OF AMOUNT FINANCED</b>	
<b>A. TOTAL PREMIUM</b>			<b>A</b>	<b>TOTAL PREMIUM</b> \$ 2,210.00
<b>B. 25 % PAYMENT (25%xA)</b> \$ 627.50			<b>B</b>	<b>25% PAYMENT (25%xA)</b> \$ 627.50
<b>C. TOTAL OF PAYMENTS (A-B)</b>			<b>C</b>	<b>BALANCE PAYABLE TOTAL OF PAYMENTS (A-B)</b> \$ 1,582.50
<b>D. FINANCE CHARGE (FactorxC)</b> \$ 87.15			<b>D</b>	<b>FINANCE CHARGE (FactorxC)</b> \$ 87.15
<b>E. AMOUNT FINANCED (C-D)</b>			<b>E</b>	<b>AMOUNT FINANCED (Less finance charge)</b> \$ 1,495.35
<b>TOTAL DOWN PAYMENT (B+D)</b> \$ 714.65				
<b>YOUR PAYMENT SCHEDULE WILL BE: NO ADVANCED NOTICE OF PAYMENTS WILL BE SENT</b>				
<b>NO. OF PAYMENTS</b>	<b>AMOUNT OF INSTALLMENTS</b>	<b>WHEN PAYMENTS ARE DUE</b>		
9	X \$ 175.83	<b>MO. DUE DATE</b>	<b>BEGINNING</b>	<b>ENDING</b>
	X \$	17TH	05/17/2001	01/17/2002
				<b>ANNUAL PERCENT. RATE</b> 13.50 %

In consideration of the loan made to the insured by Northern Investors Company (herein referred to as "NIC"), the proceeds of which will be remitted to insured above-named insurance agency or broker, the insured unconditionally promises to pay to NIC, at the address set forth above, the total of payments in box C above in accordance with the PAYMENT SCHEDULE, subject to the provisions set forth above. THE INSURED HAS READ ALL OF THE PROVISIONS ON FOLLOWING PAGE HEREOF AND UNDERSTANDS THAT ALL SUCH TERMS ARE A PART OF THIS AGREEMENT. The undersigned has executed this agreement and received a copy thereof on the date indicated below.

Initial  
Page 2  
5/2/01  
Date

CIT.COM, INC

Printed name of insured

Signature and title of insured or their Authorized Agent

The undersigned agent or broker warrants and agrees that the insured(s) has received a copy of this agreement, the policies are in force and the information in the schedule of policies are correct, and that the insureds' signature(s) are genuine.

X 5/2/01  
Date

N ☐  
R ☐

Signature of Insurance Agent or Broker

PAY TO THE ORDER OF  
BANK OF AMERICA N.A.  
BY NORTHERN INVESTORS CO  
OF OREGON LTD.

DOWN PAYMENT MUST  
BE ON AGENCY CHECK  
PAYABLE TO IES

## PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

THIS IS A CLAIMS MADE POLICY. THIS POLICY ONLY COVERS THOSE CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. DEFENSE COSTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE.

**Policy No. PPP1001109**

Effective Date: **5/07/2001**  
12:01 A.M., Standard Time

ITEM III. LIMITS OF LIABILITY: **\$1,000,000** EACH CLAIM

**\$1,000,000** ANNUAL AGGREGATE

ITEM IV. DEDUCTIBLE: **\$1,000** EACH CLAIM

ITEM V. PREMIUM: **\$1,560**

ITEM VI. RETROACTIVE DATE: **5/07/01**

ITEM VII. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

CON-210 (02/97) Retroactive Date Endorsement  
CON-212 (02/97) Independent Contractor Exclusion End't  
CON-213 (12/97) Computer Consultants Endorsement  
CON-219 (12/97) USA & Territories Endorsement  
CON-CA (02/98) California State Amendatory Endorsement  
Computer Consultants Supplemental App  
Professional Liability Application

ITEM VIII. Solely in the performance of Professional Services as a(n) **COMPUTER CONSULTANT**  
as defined in CON-213 for others for a fee.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

W

Renewal of Number

**UNITED STATES LIABILITY  
INSURANCE COMPANY**  
WAYNE, PENNSYLVANIA

**PROFESSIONAL  
PACKAGE  
POLICY**

Original

**POLICY DECLARATIONS****No. PPP1001109**

ITEM 1. NAMED INSURED AND ADDRESS:

**CIT COM, INC.**  
**32194 CORTE CARMONA**  
**TEMECULA, CA 92592**

POLICY PERIOD: (MO. DAY YR.) FROM **5/07/2001** TO **5/07/2002**12:01 AM STANDARD TIME AT YOUR  
MAILING ADDRESS SHOWN ABOVEFORM OF BUSINESS: **CONSULTING**BUSINESS DESCRIPTION: **COMPUTER CONSULTANT**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU  
TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.  
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage	<b>Not Covered</b>
Commercial General Liability Coverage	<b>\$550</b>
Consultants Professional Liability Coverage	<b>\$1,560</b>
Other	
<b>TOTAL:</b>	<b>\$2,110</b>
Premium payable at inception: <b>\$2,110</b>	

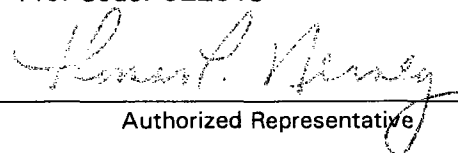
Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:\*

**USL-CPIPJ (06/97), P 150 (11/99), CL 150 (11/85)**

\*Omits Applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

Agent: **INDEMNITY EXCESS & SURPLUS AGENCY, INC.**CL Code: **362501**CF Code: **XXXXXX**Prof Code: **922518**Countersigned: **United States Liability Insurance Co. 5/02/2001**  
**TARAH**

By

  
Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE  
FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

USL-PPD (12/97)