

COUNTY OF SAN MATEO

INTER-DEPARTMENTAL CORRESPONDENCE

DATE: April 3, 2001
Hearing Date: April 10, 2001

TO: Honorable Board of Supervisors
FROM: Luther Perry, Chief Information Officer *Luther Perry*
SUBJECT: Agreement with Marian Repp for Consulting Services

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an agreement with Marian Repp for consulting services, in an amount not to exceed \$340,000.00 for two years, for the period from April 15, 2001 to April 14, 2003; and waiving the Request for Proposal Process.

Background

The Criminal Justice Information System (CJIS) has been both the primary computer system used by the CJIS departments (Sheriff, DA and Courts) and has been the primary repository for criminal justice data in the county since its installation in 1991. It is one of the few integrated criminal justices systems in the country and, because of that integration, is one of the most effective and efficient justice systems (along with being the most complex). The CJIS departments have recognized that CJIS is essential to their daily operations and have affirmed that CJIS will be their long-term (more than 10 years) system. The CJIS departments have authorized major enhancements to CJIS (e.g., warrant processing and court statistical reporting) that current ISD resources will not be able start working on. Marian Repp is an expert CJIS business analyst with 15 years experience in the system, will be almost immediately productive and will be a good start in initiating and implementing these system enhancements.

Discussion

ISD recommends that the County execute an Agreement with Marian Repp for consulting services, for a two-year term beginning April 15, 2001. This contract will allow mission critical CJIS work to continue. The County's best interests would be served by waiving the formal Request for Proposal Process because Marian Repp was a member of the original CJIS development team in San Joaquin County and provides unique background and technical expertise for the complex CJIS system.

Fiscal Impact

The cost of this agreement will not exceed \$170,000 per year, or \$340,000 over two years. Funding for the remainder of this fiscal year is included in Information Services and CJIS Departmental 2000/2001 Budgets. The total for the projects, Warrant processing and court statistical reporting, is \$650,000. Using existing ISD staff will cover the balance of \$310,000. Next fiscal year and future year funding will be included in the Information Services and CJIS Departmental Budgets.

County Counsel has reviewed the proposed agreement and resolution

RESOLUTION NO. _____

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

RESOLUTION AUTHORIZING EXECUTION OF A TWO YEAR AGREEMENT WITH MARIAN REPP FOR CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$170,000 PER YEAR OR \$340,000 OVER TWO YEARS; AND WAIVING THE REQUEST FOR PROPOSAL PROCESS.

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

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance a two year Agreement between the County and Marian Repp for consulting services in an amount not to exceed \$170,000 per year or \$340,000 over two years;

WHEREAS, this Board has determined that this is in the best interest of the County to waive the request for proposal process;

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:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED:

1) The formal request for proposal process is waived and 2) That the President of this Board of Supervisors be, and is hereby, authorized and directed to execute said Agreement, which have been approved by the County Manager and the County Counsel, for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *

SAN MATEO COUNTY AGREEMENT
WITH CONTRACTOR
FOR CONSULTING SERVICES

This Agreement entered this 10th of April 2001, by and between the COUNTY OF SAN MATEO a political subdivision of the State of California, hereinafter called 'COUNTY' and Marian Repp, hereinafter called 'Contractor.

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing services hereinafter described:

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, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.

2. **Payments** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibits A County shall make payment to Contractor in the manner specified in Exhibit A' In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination.

3. **Relationship of the Parties:** It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.

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:** The Contractor shall indemnify and save harmless the County, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including Contractor, or damage to any property of any kind whatsoever and to whomsoever belonging, or any other loss or cost by reason of any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978, including but not limited to the concurrent active or passive negligence of the 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. 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:

The duty of the 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. **Non-discrimination** No person shall be excluded from participation in, denied under 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 Contractor 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.

7. **Accessibility of Services to Handicapped Persons:** If the Contractor will be providing services directly to the public on behalf of San Mateo County, Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance of compliance (Attachment I) Contractor shall be prepared to submit a self-evaluation and compliance plan to the County upon request within one year of the execution of this Agreement.

8. **Sole Property of the County:** Any system or documents developed, produced or provided under this contract shall become the sole property of the County

9. **Access to Records:** The County, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

Contractor shall maintain all required records for three years after County makes final payments and all other pending matters are closed.

10. **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 modifications 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.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES

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

By _____
Michael D Nevin President
Board of Supervisors

Contractor

By Maian Repp
Maian Repp

Contractor - please complete the following Are you or your firm a Disadvantaged Business Enterprise (DBE)?

Yes No

(A DBE is a firm that is at least 51% owned and controlled by a minority person, including a woman [regardless of her race and ethnicity])

If yes, please check the appropriate DBE category:

Latino ___ Asian & Pacific Islanders ___ African American ___ American Indian ___ Woman

EXHIBIT " A"

Contract between the County of San Mateo, hereinafter called ' County' and Marian Repp, hereinafter call Contractor'

I. Description of Services to be Performed by Contractor

Provide production, project, and programming support for the CJIS systems of San Mateo County. Areas of responsibility will include:

- Senior Consulting services for CJIS applications
- Problem resolution and monitoring
- Production Monitoring
- Training of ISD and client staff on CJIS applications

II. Amount and Methods of Payment

Contractor shall be paid on an hourly basis at the rate of \$85.00 per hour. In no event shall payments under this agreement exceed \$170,000 for one year or \$340,000 for two years.

Fees shall be billed monthly and are to be paid within 30 days of receipt of invoice. Each invoice will include:

1. Agreement number.
2. Actual services performed by project/assignment including number of hours, activity, amount billed this month and amount billed in total.
3. The net amount for which payment is due.

A progress report and monthly status summary will be enclosed with each monthly invoice. The Business Systems Manager may make additions or changes to the monthly status reporting requirements.

III. Title:

All products and concepts, however recorded, prepared or generated by the Contractor in the performance of this Agreement shall be the exclusive property of the County. The term 'product' as used in the Agreement shall include, but will not be limited to, documentation, findings, software developed, design documents and concepts related to these projects. This Agreement shall preclude Contractor from using or marketing documentation, systems, information or material originated for County hereunder unless and until the parties execute a marketing agreement. All inventions, discoveries and improvements developed in the performance of this Agreement while using County facilities, including hardware and software shall be the property of the County. It shall be presumed that any invention, discovery or improvement was developed using County facilities unless Contractor is able to show by documented proof that such invention, discovery or improvement was developed solely with Contractor's facilities. If such invention, discovery or improvement shall be determined to be the property of Contractor, County shall be granted a nonexclusive, irrevocable, royalty free license to use said invention, discovery or improvement.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

IV. Confidentiality of Data

All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires of its own personnel. County's procedural requirements for protection of such data and information from unauthorized use and

disclosure will be provided in writing to the Contractor by the County. The Contractor shall not, however, be required by this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement, or is rightfully obtained from third parties.

V Term of the Agreement

The term of this Agreement shall be for two years, commencing on April 15, 2001 and continuing until April 14, 2003, unless terminated earlier as provided herein.

VI Cancellation Clause

The Chief Information Office or Contractor may terminate this Agreement at any time for any reason by providing notice of termination to the other party. Termination shall be effective on a date not less than thirty days from notice. In the event of termination under this paragraph, Contractor shall be paid for all work satisfactorily performed until termination, except where Information Services determines the quantity or quality of the work performed is unacceptable.

Marian Repp
Marian Repp
Contractor

3-28-01
Date

Michael D. Nevin President
Board of Supervisors

Date

SAN MATEO COUNTY
MEMORANDUM

DATE: 3/28/01
TO: Priscilla Harris Morse
FROM: Walter Perry (Name) FAX 7800 PONY 15120
SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME Mahan Repp

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?
NO

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR
N/A

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY
consulting services for CJIS applications, problem resolution, production monitoring and training.
The following will be completed by Risk Management:

INSURANCE COVERAGE	Amount	Approve	Waive	Modify
Comprehensive General Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Motor Vehicle Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Professional Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Workers' Compensation	_____	_____	<input checked="" type="checkbox"/>	_____

REMARKS/COMMENTS

Walter Perry 3-28-2001
Risk Management Signature Date

PNY IPS-163	SUBMIT TO RISK MANAGEMENT ~OR~	FAX 363-4864
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