

**-AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
MTG MANAGEMENT CONSULTANTS, L.L.C.**

THIS AGREEMENT, entered into this 16th day of August, 2005, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MTG MANAGEMENT CONSULTANTS, L.L.C., hereinafter called "Contractor";

WITNESSETH:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing advice and assistance to the County in developing a strategic plan for migration of the Criminal Justice Information System (CJIS) from the current mainframe platform to an alternate platform with all current business logic intact.

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

1. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein:

- Exhibit A—Services
- Exhibit B—Payments and rates
- Exhibit C—Schedule
- Exhibit D – Request for Proposal (RFP)
- Attachment H—HIPAA Business Associate requirements
- Attachment I—§ 504 Compliance
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2. Services to be performed by Contractor.

In consideration of the payments set forth herein and in Exhibit “B,” Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit “A.”

3. Payments.

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

In no event shall the County's total fiscal obligation under this Agreement exceed One Hundred Eighty Thousand dollars (180,000).

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 29, 2005 through December 31, 2006.

This Agreement may be terminated by Contractor, Chief Information Officer, County of San Mateo, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. 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, or 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 whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated there under, as amended, or (D) any other loss or cost, including but not limited to that caused by 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 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.

8. Assignability and Subcontracting.

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance.

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division 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 the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

a. Worker's Compensation and Employer's Liability Insurance.

The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this 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/her 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 claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself/herself 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:

- i. Comprehensive General Liability\$1,000,000**
- ii. Motor Vehicle Liability Insurance \$1,000,000**

iii. Professional Liability \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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 canceled, the County of San Mateo at its option, may, 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.

10. Compliance with laws; Payment of Permits/Licenses.

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, ordinances, and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment “H,” and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment “I,” 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. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination.

a. Section 504 applies only to Contractors who are providing services to members of the public.

Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

b. General non-discrimination.

No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation, be denied any benefits or subject to discrimination under this Agreement.

c. Equal employment opportunity.

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

d. Violation of Non-discrimination provisions.

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. Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.**

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to 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 their response to the Complaint when filed.

e. Compliance with Equal Benefits Ordinance.

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.

f. Requirements incorporated.

The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records, Right to Monitor and Audit.

(a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all 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.

13. Merger Clause.

This Agreement, including the Exhibits and Attachments 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 this 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 and signed by the parties.

14. 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.

15. Notices.

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

In the case of County, to:

Eric Yee, Ph.D., Project Manager, Business Systems
Information Service Department
County of San Mateo
455 County Center
Redwood City, CA 94063

In the case of Contractor, to:

Robert E. Kaelin, Partner
MTG Management Consultants, L.L.C.
1111 Third Avenue South
Suite 2700
Seattle, Washington 98101

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

COUNTY OF SAN MATEO

By: _____

President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

MTG MANAGEMENT CONSULTANTS, L.L.C.



Contractor's Signature

Date: August 3, 2005

Exhibit “A”

In consideration of the payments set forth in Exhibit “B”, Contractor shall provide the following services:

Project Scope:

Contractor will provide advice and assistance to the County in developing a strategic plan for migration of the Criminal Justice Information System (CJIS) from the current mainframe platform to an alternate platform with all current business logic intact. The Contractor will assess the County’s CJIS community business needs, technical architecture, and governance structure. The following are the deliverables:

1. Project Web Site

This site will outline the on-site time and provide current project documentation.

2. Project Work Plan

This document will detail the approach to be followed by MTG and San Mateo County in completing this project. It will contain the following sections:

- Executive Summary (not to exceed three pages)
- Introduction
- Project Management
- Project Approach
- Deliverables
- Schedule

This document will provide the basis for management of the remainder of the project.

3. Needs Assessment Report (User Requirements / Business Needs)

This document will present the results of the needs assessments performed in Phase I and convey the current and future user requirements and business needs. It will be organized in the following sections:

- Executive Summary (not to exceed three pages)
- Introduction
- Assessment Approach
- Operational Needs Assessment

- Technology Needs Assessment
- External Needs Assessment
- Organizational Needs Assessment

For each of the needs assessment areas, high-level requirements and strategic issues will be identified for use in the subsequent project phases.

4. Strategic Decisions Report

This document will present the results of the strategic planning activities of Phase II. It will contain the following sections:

- Executive Summary (not to exceed three pages)
- Introduction
- Organizational Values
- Future Vision and Goals
- Strategic Issues and Decisions
- Governance Structure
- CJIS Functional Requirements

This report will document the information needed to proceed with design of the target CJIS architecture and migration planning.

5. CJIS Technology Architecture

This deliverable will provide the future vision and design of the integrated justice environment. It will consist of the following sections:

- Executive Summary (not to exceed three pages)
- Introduction
- Vision and Goals
- Strategic Decisions
- Technology Architecture Overview
- Architecture Packets
- Architecture Management

The target architecture will provide the basis for migration planning.

6. CJIS Migration Strategic Plan

This document will reflect the key decisions made over the course of the project and will provide a specific approach to migrating the current CJIS to the integrated justice environment detailed in the previous deliverable. It will discuss the concept and recommendation of approach based on cost, time, functionality, and flexibility. It will consist of the following sections:

- Executive Summary (not to exceed three pages)
- Strategic Decisions
- Key Principles
- Conceptual Design
- Integration Specifications
- Project Initiatives

The plan will offer a comprehensive enterprise view of the County's CJIS vision and will serve as the migration strategy for achieving the objectives of the new CJIS.

7. CJIS Migration Implementation Plan

The implementation plan will provide and incorporate a series of elements desired by County. It will include a cost allocation model, tactical program plan, and business case assessment with a Return of Investments ("ROI") analysis.

- Executive Summary (not to exceed three pages)
- High-Level Approach to Managing and Segmenting the Project
- Tactical Projects
- Program Budget
- Business Case and ROI Analysis

This plan will provide the implementation framework, tasks, and business case for migration.

* * * * *

These services will be provided with a cooperative approach that teams the County and Contractor resources as one team. Effort provided by County staff should allow the Contractor to reduce costs.

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

Deliverable	Amount
Pre-Payment upon execution of contract	\$27,000
Project Web Site	\$4,500
Project Work Plan	\$4,500
Needs Assessment Report	\$36,000
Strategic Decisions Report	\$27,000
CJIS Technology Architecture	\$36,000
CJIS Migration Strategic Plan	\$27,000
CJIS Migration Implementation Plan	\$18,000
TOTALS:	\$180,000

As noted above, the total amount of this contract is \$180,000. Should the work to create the above-listed deliverables be completed in fewer hours than estimated, a corresponding reduction in the final deliverable amount will be made. Contractor shall submit invoices upon completion of deliverable with detail of actual services performed including the number of hours.

Should the County desire additional services, Contractor will extend the rates listed below through the entire 2005 and 2006 calendar years. The entire range of Contractor rates is presented below, should the County desire additional skills.

Senior Partner	\$225 to \$245
Partner	\$170 to \$180
Senior Manager	\$160 to \$170
Manager	\$150 to \$160
Senior Consultant	\$135
Consultant	\$125
Document Production	\$50

Exhibit "C"

Contractor shall deliver the services in Exhibit "A" in accordance with the following schedule:

Deliverable	Date
Project Web Site	September 6, 2005
Project Work Plan	September 6, 2005
Needs Assessment Report	October 11, 2005
Strategic Decisions Report	October 28, 2005
CJIS Technology Architecture	November 22, 2005
CJIS Migration Strategic Plan	November 21, 2005
CJIS Migration Implementation Plan	December 13, 2005