

AGREEMENT BETWEEN COUNTY OF MONTEREY AND PLANTE & MORAN, PLLC

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and Plante & Moran, PLLC, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP # 10580) for PROVIDING PROJECT MANAGEMENT FOR THE ERP V.3.10 UPGRADE, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP # 10580 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 10580. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments, Exhibits and Appendix
RFP #10580 Addenda #'s 1 & 2
RFP # 10580 dated May 13, 2016, including all attachments and exhibits
CONTRACTOR'S Proposal dated June 21, 2016
Certificate of Insurance
Additional Insured Endorsements

- 1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT including all Attachments, Exhibits and Appendix, RFP # 10580 Addenda #'. 1 and 2, RFP #10580 including all attachments and exhibits, Certificate of Insurance, and Additional Insured Endorsements.

- 1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subCONTRACTORS performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.4 CONTRACTOR, its agents, employees, and subCONTRACTORS shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - 1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 SCOPE OF SERVICE

The SCOPE OF WORK includes but is not limited to the following:

- 2.1 Project Assessment - CONTRACTOR shall provide an assessment of issues, gaps and recommendations for both improvement and the ability to ramp up providing contracted services within 30 days of execution of this Agreement. The Project Assessment shall include:
 - 2.1.1 Resource list and plan to articulate if resources are less than full time (in addition see section 2.3);
 - 2.1.2 A schedule with specific activities to assist in the CONTRACTOR coming up to speed; a list of desired information, if needed, to assist in the recommendations.
 - 2.1.3 Provide an assessment of the data center design and service performance for discussion and review among management teams and specialists.
- 2.2 The CONTRACTOR shall provide a team that will work in collaboration with County Management Team on the County's ERP upgrade from CGI Advantage v.3.7 to v.3.10.
- 2.3 The CONTRACTOR shall identify how they propose to successfully meet the identified scope of work to include the following:

2.3.1 Team Approach.

2.3.1.1 CONTRACTOR shall propose an appropriate team size, sufficient to undertake the consulting duties described herein as efficiently as possible with the highest level of quality.

2.3.1.2 CONTRACTOR shall provide the following for each proposed position:

2.3.1.2.1 The specific title and/or position

2.3.1.2.2 The specific responsibilities and duties of each position

2.3.1.2.3 Resumes for individuals identified for each position

2.3.2 The CONTRACTOR team shall report directly the County of Monterey Auditor-Controller or his designee.

2.4 Project Overview: Generally speaking, County is seeking an ERP Project Director with sufficient support to appropriately advise the County Management Team on the following:

2.4.1 Provide joint accountability with partner vendors in the ERP solution to the County Management Team in order to ensure the deliverables of the project are in accordance with the partner vendor software application contract, that the deliverables are provided on time and coordinated with the County Management Team and partner vendor Project Manager(s).

2.4.2 Serve as a liaison between County staff, ITD, and partner vendors in the ERP solution in the roles and responsibilities of hardware needs and implementation in accordance with the partner vendor managed services contract, providing regular progress and budget reports.

2.4.3 Determine, in coordination with the appropriate staff, the feasibility to migrate v.3.7 from outdated hardware to the new CenturyLink Facility prior to v.3.10 go-live. If so, then develop a plan for the migration.

2.4.4 To work with the County Management Team, ITD, and partner vendors in the ERP solution to understand and best align with the project milestones as documented in the partner vendor contract(s). To work with these same teams to redefine the project scope, resources and timeframes as needed.

2.4.5 To develop, manage and control the standards for documentation needed for supporting the CGI Advantage ERP upgrade from the current production release v.3.7 to the new CGI Advantage, release v.3.10. Prepare management reports and deliver presentations to Executive Management.

2.4.6 CONTRACTOR shall work with the County Management Team to determine a comprehensive plan for technical leadership and support for the design and installation of a managed network and data center infrastructure.

2.4.7 Recommend appropriate tools associated with project management to improve productivity.

2.4.8 Respond promptly and appropriately to issues raised by stakeholders and team members.

- 2.4.9 Provide professional Project Management Services for a complex ERP upgrade on a day-to-day basis.
- 2.4.10 Develop and manage the project implementation plan.
- 2.4.11 Coordinate the County Project Deliverables Plan with the CGI Project Deliverables Plan.
- 2.4.12 Collaborate with all County personnel and CONTRACTOR members to review and understand data workflow. Collaborate with County Management Team to provide guidance on the design and development of data center services and infrastructure, network availability, security, and data integrity issues to ensure overall compliance with mandated standards such as those required by American Institute of CPA's (AICPA) and other accounting regulatory agencies.
- 2.4.13 Collaborate with County Management to provide guidance regarding the development and maintenance of co-location and managed datacenter strategies, policies and procedures for the following:
 - 2.4.20.1 Security Management
 - 2.4.20.2 Infrastructure Management
 - 2.4.20.3 Application Management
 - 2.4.20.4 Service Delivery
 - 2.4.20.5 Disaster Recovery
 - 2.4.20.6 Business Continuity Planning, including setting availability standards
- 2.4.14 Ensure overall compliance with health care regulatory agency mandated standards such as those required by the Joint Commission and HIPAA.
- 2.4.15 Work with County Management to analyze data center purchases and ongoing managed services to determine their effect on the existing environments and their compatibility with identified strategic direction.
- 2.4.23 Participate within information technology-related discussion groups; and coordinate and communicate with management regarding technology related development and its potential impact on existing activities and strategies.
- 2.4.24 Participate in strategic project objectives by working with team members to define project priorities and milestones.
- 2.4.25 Develop, write and maintain documentation in accordance to the requirements defined by County Management.
- 2.4.26 Synthesize complex technical and functional information into accurate and concise documentation, aligning documentation content and materials to the target audience's level of need.
- 2.4.27 Propose any updates to ERP documentation and online templates for specifications, user guides, training curricula, and tutorials.
- 2.4.28 Organize and maintain the file structures and naming conventions for all technical, functional and user documentation until the Project is complete.

2.5 Pricing Worksheet

- 2.5.1 CONTRACTOR shall execute the Project Plan and Schedule to ensure the implementation of all phases of the ERP upgrade as identified in Exhibit A in this Agreement.
- 2.5.2 CONTRACTOR shall provide all services outlined within this Agreement according to the Project Plan and Schedule in the not-to-exceed amount of \$1,825,920.

3.0 TERM OF AGREEMENT

- 3.1 The term of the AGREEMENT(s) will be for 20 months upon execution, with the option to extend the AGREEMENT for one (1) additional year period.
 - 3.1.1 The exercise of which shall be subject to further approval by the Board of Supervisors.
 - 3.1.2 County is not required to state a reason if it elects not to renew.
- 3.2 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

4.0 STANDARD INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County; provided however, that CONTRACTOR's obligations hereunder are conditioned on an allegation or demonstration of CONTRACTOR's fault, and principles of comparative fault shall be applied to apportioned amounts of any damages owed. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subCONTRACTORS.

5.0 INSURANCE REQUIREMENTS

- 5.1 Evidence of Coverage:

Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

5.4 Other Insurance Requirements:

- 5.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County; which, for purposes of this AGREEMENT shall be Lloyd's of London. CONTRACTOR shall obtain the express written approval of any other insurer, prior to placing insurance affecting this AGREEMENT. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 5.4.2 CONTRACTOR shall provide County with notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subCONTRACTOR, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subCONTRACTOR showing each subCONTRACTOR has identical insurance coverage to the above requirements.
- 5.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 5.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's

Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

- 5.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

6.0 RECORDS AND CONFIDENTIALITY

6.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subCONTRACTORS shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

6.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.

6.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.

6.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subCONTRACTORS related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected

with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

7.0 NON-DISCRIMINATION

- 7.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 7.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 7.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subCONTRACTORs to perform work under the contract.

8.0 DRUG FREE WORKPLACE

CONTRACTOR and CONTRACTOR'S employees shall comply with the COUNTY'S policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the COUNTY department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

9.0 TRAVEL REIMBURSEMENT

Travel reimbursements shall not exceed the IRS allowance rates as per County of Monterey Travel Policy. A copy of County's Travel Policy is available on the Auditor-Controller's web site at: <http://www.co.monterey.ca.us/auditor/policy.htm>.

10.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT— HIPAA COMPLIANCE

CONTRACTOR agrees to operate its business in a manner as necessary to permit County to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards").

11.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:
Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
1488 Schilling Place
Salinas, CA 93901
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
derrm@co.monterey.ca.us

TO CONTRACTOR:
Dennis Bagley
Plante & Moran, PLLC
274 Northwestern Hwy
Southfield, MI 48034
Tel. No. (800) 544-0203
FAX No. (248) 233-8587
Dennis.bagley@plantemoran.com

12.0 LEGAL DISPUTES

CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

The parties shall continue to perform under this AGREEMENT during any dispute.


The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: 

Signature of Chair, President, or
Vice-President

Dated: _____


DENNIS S. BAGLEY, PARTNER

Printed Name and Title PLANTE+MORAN, PLLC

Approved as to Fiscal Provisions:

Dated: 7/18/2016

Deputy Auditor/Controller

By: 

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: _____

Approved as to Liability Provisions:

DANIEL J. TROTTA, CFO

Printed Name and Title

Risk Management

Dated: 7/19/2016

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.