

**COUNTY OF MONTEREY STANDARD AGREEMENT**  
**(NOT TO EXCEED \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
CDI - Infrastructure, LLC dba L.R. Kimball  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION.**

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide** identification of Computer Aided Dispatch (CAD) system requirements and creation of Functional Requirements for CAD Request For Proposal.

**2.0 PAYMENT PROVISIONS.**

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 82,401.

**3.0 TERM OF AGREEMENT.**

3.01 The term of this Agreement is from 7/1/2014 to 6/30/2015, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A** Scope of Services/Payment Provisions

**Exhibit B:** L.R. Kimball Phased Acceptance

## 5.0 PERFORMANCE STANDARDS.

- 5.01 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.
- 5.02 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.
- 5.03 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.

## 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

- 8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

## 9.0 INSURANCE REQUIREMENTS.

### 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Business Automobile Liability Insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance**, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance**, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and 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, the 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.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. 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.

Each liability policy shall provide that the County shall be given 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.

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.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The 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.

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.

## 10.0 RECORDS AND CONFIDENTIALITY.

10.01 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.

- 10.02 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.
- 10.03 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. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the 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.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

### 13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

### 14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Mike Derr - Contracts/Purchasing Officer	Eric Caddy
Name and Title	Name and Title
County of Monterey, Contracts/Purchasing 188 W. Allsal Street, 3rd Floor. Salinas, CA 93901-2439	44870 Corte Sevrina Temecula, CA 92592
Address	Address
(831) 755-4990	(951) 204-4723
Phone	Phone

### 15.0 MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.



- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

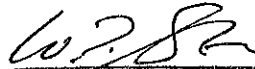
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16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By:   
Contracts/Purchasing Agent  
Deputy Purchasing Agent  
County of Monterey

CDI - Infrastructure, LLC dba L.R. Kimball  
Contractor's Business Name\*

Date: 8/8/14

By: \_\_\_\_\_  
Department Head (if applicable)

By:   
(Signature of Chair, President, or Vice-President)\*

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

Deborah C. Irwin, Vice President


Approved as to Form<sup>1</sup>


Name and Title

By:   
County Counsel

Date: August 28, 2014

Date: 9-8-14

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

Approved as to Fiscal Provisions<sup>2</sup>  
By:   
Auditor/Controller

Debora L. Rager Assistant Secretary

Name and Title

Date: 8-8-14

Date: August 28, 2014

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

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

\*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.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor/Controller is required

<sup>3</sup>Approval by Risk Management is required only if changes are made in sections 7 or 8

## **EXHIBIT-A**

**To Agreement by and between  
Monterey County Department of Emergency Communications, hereinafter referred to as  
“County”  
AND  
CDI - Infrastructure, LLC dba L.R. KIMBALL, hereinafter referred to as  
“CONTRACTOR”**

### **Scope of Services / Payment Provisions**

#### **A. SCOPE OF SERVICES**

- A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below for the award of RFP 10447 CAD Needs Assessment for Department of Emergency Communications to include assessing the needs of the County, then making a recommendation for either a complete Computer Aided Dispatch (CAD) overhaul with new Records Management System (RMS) or an upgrade to existing systems.

#### **Phase 1—Project Planning, Review and Initial Data Gathering**

##### **Task 1.1 Project Kick-off and Initial Data Gathering**

CONTRACTOR shall schedule a project kick-off meeting with County representatives after receiving an executed contract and before any project work starts. The Project Kick-off will begin with a Stakeholders' Meeting. During this initial task, CONTRACTOR shall become familiar with the project goals and objectives, decision-making structure, project expectations and the various roles and responsibilities of County employees. County employees have already been designated responsibility for project actions or that may have been assigned to specific roles. If clear roles and responsibilities have yet to be determined, CONTRACTOR shall assist in defining the roles and responsibilities of county employees that need to be addressed to efficiently and successfully move the project forward in a timely manner.

CONTRACTOR shall use The Stakeholder's meeting to outline the project, establish lines of communications, discuss an organized work plan, assign action items and clearly define project roles and responsibilities for all inter and intra-agency personnel. Participation in the project kick-off meeting allows initial background data related to the project to be identified, collected and/or confirmed, helps to solidify goals and objectives, clarifies and defines project scope, methodology and schedule. This meeting clearly defines project expectations, introduces participants to each other, sets the framework for ongoing work efforts and provides everyone with a frame of reference key to establishing an anticipated project schedule.

**Table 1—Project Resources, Structure and Responsibilities**

<b>County Project Team</b>	<b>Composition</b>	<b>Project Role</b>
County Project Committee – Project Team	Designated Representative of each Major Stakeholder Group/Agency	<ul style="list-style-type: none"> <li>• Project oversight and direction</li> <li>• Budget and resource issues</li> <li>• Approval of major project activities and decisions</li> <li>• Change requests management and approval</li> <li>• Requirements validation</li> <li>• Cross agency issues resolution</li> <li>• Issue resolution</li> <li>• Requirements and deliverable review</li> <li>• Issue identification and mitigation development</li> <li>• End user participants coordination</li> <li>• Agency liaison</li> <li>• Agency communications coordination</li> </ul>
Project Manager	Internal Project POC to head Project Steering Committee; POC for coordinating all internal project resources, consultant for all project communications and clarifications	<ul style="list-style-type: none"> <li>• Chairs County Committee</li> <li>• Contract management</li> <li>• Project day-to-day oversight</li> <li>• Project coordination</li> <li>• County Project Committee coordination</li> <li>• Deliverables review and approval</li> <li>• Status reporting</li> </ul>
Representative Agency Stakeholders	Designated representatives from each participating and impacted agency	<ul style="list-style-type: none"> <li>• Requirements development and identification</li> <li>• Business process identification</li> <li>• Processes and procedures identification</li> </ul>

**Task 1.1 Activities: Input to Develop the Master Project Plan**

- Input to develop the Communication Plan
- Meeting minutes
- Schedule project conference calls with project committee

**Task 1.2 Meeting with County Team Members**

**Task 1.3 Meeting with Participating Agencies**

**Task 1.4 Meeting with Outside Agencies**

CONTRACTOR shall meet with County team members, and participating agencies (Stakeholders) to determine and identify system requirements. This entails discussion to identify required functional, technical and business requirements with respect to CAD, RMS and MDC systems and related subsystems and interfaces. These tasks are an essential component to making key strategic, budgetary and requirement decisions that will enable future development of an RFP document that clearly identifies all user and agency requirements, technical specifications and anticipated terms and conditions for procuring the system.

For these tasks, CONTRACTOR shall employ a data collection approach that combines:

- the County's use of the current CAD, RMS and MDC systems
- Selected interviews/work sessions with team members, participating and outside agencies with comprehensive knowledge of the identified systems and supported business/service processes
- Focus group meetings with public safety representatives that use, manage, or otherwise depend on CAD, RMS and MDC systems functionality and information.

This approach shall address the following elements to identify current capabilities and future needs of CAD, RMS and MDC systems and related subsystems and interfaces:

- System functionality
- Law enforcement
- Fire
- Emergency Medical Services (EMS)
- Records management
- Mobile data
- Mapping
- Business/service processes (operations, reporting and management)
- Database software preferences and data conversion if required
- Interface requirements if required
- Law enforcement and fire RMS
- CAD-to-CAD interoperability potential
- Local, regional, state and federal databases
- System reliability and redundancy/fault tolerance requirements
- Maintenance and technical support requirements

- Requirements for disaster recovery, backup and business continuity for activities supported by the replacement systems
- Geofile creation
- Future growth potential supporting additional jurisdictions or agencies
- Potential facility or console modifications

CONTRACTOR shall identify the functional/operational requirements and expectations of the stakeholders, participating and outside agencies so appropriate specifications and vendor capabilities can be identified. These tasks include structured interviews with selected key stakeholder staff, and targeted focus group meetings with participating and outside agencies identified by the County as relevant to the definition of functional, technical, support and user requirements for CAD, RMS and MDC systems and related interfaces to additional current County systems and networks.

CONTRACTOR shall meet with representative stakeholder's group to review typical features of contemporary CAD, RMS and MDC systems used by jurisdictions similar to the County in terms of functionality, operations, interfaces and integration with additional systems and support.

CONTRACTOR shall use these meetings and interviews to obtain essential information for identifying system requirements, and to identify high level budgetary and political constraints that can impact the project. The interview and focus group meeting outreach activities are essential to the needs assessment task both to obtain critical information, as well as to encourage stakeholders and all participating agencies to "buy-in" to the systems that are to be procured. Focus group meetings will be the forum for identifying and gaining consensus on what requirements must be included in an RFP.

CONTRACTOR shall develop a thorough inventory of contemporary specifications for public safety CAD/RMS/MDC systems which will be used to provide a foundation for working with stakeholders and participating agencies to identify those requirements to be considered for inclusion in a future RFP for the identified systems. This is necessary to achieve the following:

- Develop an understanding of current capabilities, existing workflow and business processes
- Develop an understanding of the strengths and weaknesses of the County's current systems and stakeholder issues and expectations for replacement systems
- Identify through operational observation, document review, stakeholder meetings and interviews, gaps in functionality, reliability, integration and additional factors that are not being met by the current identified systems
- Compare current system functionality, infrastructure and capabilities to CONTRACTOR's contemporary standards-based inventory of requirements for the systems to identify requirements and specifications needed for new systems
- Identify and document required interfaces and integration requirements
- Identify and document the County's existing network infrastructure and information technology (IT) environment

- Identify requirements to maintain and support the County's CAD, RMS and MDC systems public safety technologies procured for this project
- Identify a set of public safety vendors and commercial-off-the-shelf (COTS) offerings based on the County's requirements
- Identify technology options for the future as potential requirements that reflect future trends for CAD, RMS and MDC systems, related systems and interfaces
- Prepare a rough order of magnitude (ROM) cost estimate based on our knowledge of vendor offerings and pricing for each replacement system to support County budget planning and decision making for RFP requirements.

CONTRACTOR staff observes how the CAD, RMS and MDC systems capabilities will support current operational requirements and obtains input into current system deficiencies and new functional enhancements needed to better support current operations. Our acquired knowledge of County emergency communications operations, response agency and information obtained from participating stakeholders is leveraged to facilitate a clear definition and understanding of the necessary requirements and specifications needed to support the RFP development process. All notes from meetings, interviews and ride along activities are incorporated into project documents including the needs assessment report that concludes the needs assessment task of the project.

- Relevant information gathered during interviews, focus group meetings, on-site observation and discussions with stakeholders and participating agencies
- An overview of the operational, technical, functional and interface and integrations requirements for the proposed CAD, RMS and MDC systems to be included in an RFP
- "High-level" cost estimates ranges for the replacement system technologies based on similar requirements and recommendations regarding procurement options (if any)
- An identification of requirements and recommendations for disaster recovery, back-up and business continuity relating to CAD, RMS and MDC systems capabilities
- Anticipated vendors capable of meeting County requirements based on CONTRACTOR's internal knowledge of on temporary CAD, RMS and MDC systems and related technologies
- Identification of strategic, technical and budgetary decisions needed to be made to proceed with the development of an RFP

#### **Task 1.5 Generate Draft Functional Design Specification**

Based on the process and consulting support and upon analysis, review and verification of all the information described above, CONTRACTOR provides the County a draft functional design specification that contains the following:

- Relevant information gathered during interviews, focus group meetings, on-site observation and discussions with stakeholders and participating agencies
- An overview of the operational, technical, functional and interface and integrations requirements for the proposed CAD, RMS and MDC systems to be included in an RFP

- “High-level” cost estimates ranges for the replacement system technologies based on similar requirements and recommendations regarding procurement options (if any)
- An identification of requirements and recommendations for disaster recovery, back-up and business continuity relating to CAD, RMS and MDC systems capabilities
- Anticipated vendors capable of meeting County requirements based on CONTRACTOR’s internal knowledge of contemporary CAD, RMS and MDC systems and related technologies
- Identification of strategic, technical and budgetary decisions needed to be made to proceed with the development of an RFP

**Task 1.6 Review Draft Functional Design Specification/ Industry Trends**

In concert with the County team, designated stakeholders and representatives for participating agencies, CONTRACTOR presents, reviews and modifies the draft functional design specification to assure that it represents the County and participating agency requirements which will represent a consensus for finalization and approval as content for guiding the development of the RFP document.

CONTRACTOR shall present and review the functional design specification after providing the draft specification to the County. A two-week period, 10 working days, is allowed for the project team and designated stakeholders and participating agencies to review and provide comments. All comments will be reviewed and consolidated by the County’s project team prior to providing them to CONTRACTOR’s team for inclusion in the final functional design specification.

**Task 1.7 Incorporation of Changes and Finalize**

CONTRACTOR shall derive from this process a clear understanding and consensus of the essential requirements and associated specifications the County intends to solicit from vendors for the replacement systems. CONTRACTOR shall advise and provide feedback to the County on what functional, technical and business requirements CONTRACTOR finds essential for the procurement of the identified systems. CONTRACTOR advise the County on the consistency of the defined requirements with commonly recognized best practices from National Fire Protection Association (NFPA), Association of Public-Safety Communications Officials (APCO), National Emergency Number Association (NENA) and Law Enforcement Information Technology Standards Council (LEITC); our knowledge of emerging trends in CAD/RMS/MDC systems and related Public Safety technologies and from our own experience defining requirements and specifications for similar agency and jurisdictional environments. CONTRACTOR shall work with the County’s project team to refine requirements that are identified to realistically conform to the County’s priorities and financial constraints.

CONTRACTOR will closely support and collaborate with the County’s project team to obtain consensus with and approval of recommended requirements and the approach.



## **Phase 2—Request for Proposal Preparation, Procurement Support through Contract**

### **Task 2.1 Request for Proposal Specification Development**

This task comprises the effort necessary to develop and document detailed specifications and associated requirements and conditions in a systematic format for inclusion in RFP procurement documents for CAD, RMS and MDC systems. This content reflects the basic requirements defined in the functional design specification and approved by the County's project team and designated agency participants. CONTRACTOR works with the County team to prepare a specification document that is complete and ready for inclusion in an RFP by the County procurement authority. CONTRACTOR will provide a tested matrix format template for organizing and presenting specifications and requirements in an RFP procurement document that facilitates vendor responses and proposal evaluation. CONTRACTOR's approach and pricing is based on using CONTRACTOR's specifications and requirements templates for developing the functional requirements that will be included in the County's RFP. Using CONTRACTOR's templates assures that:

- Requirements and specifications are sufficiently and clearly detailed to reflect a contemporary, standards based CAD and MDC systems
- Required features and functionality of systems are clearly defined for vendors to understand and respond appropriately

During the RFP specification development process, CONTRACTOR keeps the County team and designated agency participants advised on the requirements and detailed specifications CONTRACTOR believes are essential for the system being considered for procurement and on the organization of the RFP document.

**A.2** CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.):

#### Task 1.1 Deliverables

- Project Plan
- Communication Plan
- Meeting Minutes

Task 1.2 Deliverables: County Team Members System Requirements

Task 1.3 Deliverables: Participating Agencies' System Requirements

Task 1.4 Deliverables: Outside Agencies' System Requirements

Task 1.5 Deliverables: Draft Functional Design Specification

Task 1.7 Deliverables: Final Functional Design Specification

Task 2.1 Deliverables: Final Functional Requirements for CAD/RMS/MDS/CAD- to-CAD

All written reports required under this Agreement must be delivered to William Harry, County's Contract Manager, in accordance with the schedule above.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$82,401 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the conclusion of the following tasks:

<b>B1 – Payment Table</b>			
<b>Task Number</b>	<b>Task</b>	<b>Compensation</b>	<b>Task Length</b>
1.1	Conduct Project Kickoff/Initial Data Gathering	\$4,709	1 Day
1.2	Meet with County Team Members to Identify System Requirements	\$7,063	2 Days
1.3	Meet with Participating Agencies to Identify RMS/MDS Requirements	\$7,063	2 Days
1.4	Meet with Outside Agencies to Define CAD-to-CAD Requirements	\$7,063	2 Days
1.5	Generate Draft Functional Design Specification	\$23,543	30 Days
1.6	Review Functional Design Specification/Industry Trends Spec Requirements w/County Team	\$7,063	2 Days

1.7	Incorporate Changes and Finalize	\$2,354	7 Days
2.1	Create Functional Requirements for CAD RFP	\$23,543	14 Days

All prices herein include all cost related to travel.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

Pricing Assumptions:

- County will endeavor to arrange for joint meeting with all necessary stakeholders, agency participants and any outside agencies
- County will work closely with the CONTRACTOR in a collaborative and cooperative manner to minimize delays and cost impacts

**B.2 CONTRACTORS BILLING PROCEDURES**

Payment shall be based upon satisfactory acceptance of each deliverable per B1 Payment Table.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

END ATTACHMENT A



**COUNTY OF MONTEREY**  
**CONTRACTS/PURCHASING DIVISION**

April 15, 2014

Ms. Irwin,

Thank you for L.R. Kimball's response to Monterey County's RFP # 10447 – CAD NEEDS ASSESSMENT. No selection has yet been made for this RFP. Before the selection is made the County of Monterey requests a response to the following two questions.

1. Would L.R. Kimball be willing to enter into a contract with the County of Monterey for only Phase 1 and Phase 2.1 as defined in the response to CAD RFP with the remainder of Phase 2, Phase 3, Phase 4, Phase 5, and Phase 6 as optional extensions?  
Yes Yes No \_\_\_\_\_
2. Would the price for only Phase 1 (\$58,858) and Phase 2.1 (\$23,543) be a total of \$82,401 as written in L.R.Kimball's RFP response?  
Yes Yes No \_\_\_\_\_

To be considered your response must be received by the County of Monterey on or before 3:00 April 18, 2014.

Thank you again for your interest in this project. We look forward to your response.

*Gina Encallado*  
Management Analyst  
[EncalladoGL@co.monterey.ca.us](mailto:EncalladoGL@co.monterey.ca.us)  
831-796-1336

*Dale Clark / Vice President*      *4-16-2014*

Name/Title (Must be authorized to sign)      Date