

AGR22-19



INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Federal Engineering, Inc.**, a Maryland corporation ("Contractor"), to be effective for all purposes December 15, 2021 ("Effective Date").

WHEREAS, County made has previously assessed its needs and requirements for a CMRJ system through an internal, initial needs assessment; and

WHEREAS, County requires consulting and project management services to assist in developing and finalizing a needs assessment which shall assist Contractor with the procurement and replacement of its Police and Fire Computer Aided Dispatch ("CAD"), Mobile Software Systems, Police Records, and Jail Management System ("CMRJ") with one, unified system; and

WHEREAS, the County Chief Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 22-19 (the "RFP") on July 30, 2021, requesting proposals for Project Management and Consulting Services for Police and Fire CAD, Mobile Software Systems, Police Records, and Jail Management, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated August 19, 2021 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

WHEREAS, the County Council approved this Agreement at a public meeting held on December 14, 2021; and

WHEREAS, Contractor shall designate a person as primary contact for this agreement ("Project Manager") who shall lead the project. County shall designate a person as primary contact for this agreement ("County's Business Manager") who shall lead the project; and

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES: Contractor shall provide consulting and project management services to assist County in the procurement and replacement of its CMRJ system ("Services"). Contractor shall provide Services in two (2) Phases. Phase 1 shall consist of finalizing all requirements to procure and execute a final CMRJ contract. Phase 2 shall consist of project management services for the implementation and testing phase through go-live of the final CMRJ product. Services shall be commenced according to Schedule "A" of Exhibit "B," and unless mutually agreed upon by

County and Contractor, completed according to Schedule "B" of Exhibit "B," "Timeline," attached hereto and made a part hereof for all purposes.

1. PHASE I: Finalize Needs Assessments and All Requirements to Procure and Execute a Final CMRJ Contract.

a. Project Initiation Meeting

- i. Contractor shall set a date and time for project initiation/kick-off meeting between Contractor and County on a mutually agreed upon date and time. As agreed by Contractor and County, the project initiation/kick-off meeting may be in-person or via web conference. The date and time of the project initiation/kick-off meeting shall be scheduled within ten (10) business days from the Effective Date of this Agreement.
- ii. At the project initiation/kick-off meeting, Contractor shall designate a Project Manager, and County shall identify and designate a County Business Manager and CMRJ Project Steering Committee (the "Committee"). Contractor and County shall establish and document lines of communication through these identified individuals. Contractor shall present to County Contractor's proposed work plan. Upon County acceptance of the work plan, Contractor and County shall develop and agree upon an overall project schedule ("Project Schedule") which includes milestones for each phase of the project and corresponds with this Agreement and the schedule set forth in Exhibit "B," "Timeline."
- iii. Contractor shall provide detailed and complete written documentation of this meeting to County within 10 business days of the meeting.

b. Review Existing Documentation

- i. Contractor shall identify and collect background data, including but not limited to reviewing and documenting list of CMRJ requirements initially identified and provided by County.
- ii. Contractor shall conduct a review of existing documentation of County's current CMRJ, including County-provided system documentation for its existing system, software versions, interfaces, network diagrams, workflow diagrams, maintenance contracts, screenshots, and other relevant documentation regarding the existing CMRJ and its functional modules.
- iii. Contractor shall review list of CMRJ requirements previously identified and provided by County and shall recommend additions and changes.
- iv. Contractor shall finalize the initial needs assessment and requirements which shall incorporate County identified needs and requirements.

c. Interviews and Observations

- i. Contractor shall conduct interviews and business process observations onsite at the County Police Department to accurately determine the needs of all relevant users, including but not limited to CMRJ application users, and other County staff.
- ii. Contractor shall develop list of stakeholders to be interviewed, subject to County approval, and shall conduct interviews with those stakeholders to assess current business processes, stakeholders' use of CMRJ applications, and the integration of CMRJ applications with other systems supporting operational workflow.

- iii. Contractor shall assess County's use of CMRJ applications and their integration with other systems to support accurate development of new CMRJ ("CMRJ Product") requirements. Contractor shall conduct follow up discussions with interview and observation participants as necessary to complete needs assessment.
- iv. Contractor shall document existing practices and define related priorities to accurately determine the needs of all relevant users, including but not limited to CMRJ application users and other County staff.
- d. Market and Vendor Analysis
 - i. Contractor shall research, analyze, and provide County with a market analysis of available marketplace CMRJ applications and technologies that may best fit County's needs, system requirements, and budget. The market analysis shall include a list of possible vendors that may be potential respondents to a competitive Request for Proposal ("RFP") which will be issued by County. The market analysis shall consider the needs and system requirements that Contractor identified in the comprehensive needs assessment and requirements gathering in addition to the following areas:
 - a. Hardware and Software;
 - b. Business Requirements;
 - c. Interface and integration requirements with existing external systems;
 - d. Technical requirements;
 - e. Data management/information reporting to include required data elements;
 - f. Migration specifications;
 - g. Requirements for RFP response identification and presentation of solution costs;
 - h. System context diagram;
 - i. Implementation;
 - j. Data conversion and migration;
 - k. Operational requirements;
 - l. Technical architecture;
 - m. User interface requirements;
 - n. Training requirements;
 - o. Security requirements; and
 - p. Maintenance/support requirements.
- e. Prepare and Finalize Specifications and Requirements
 - i. Contractor shall conduct a requirements workshop with County via web conference to review and prioritize requirements identified through the needs assessment, including through interviews, observations, and meetings. Prioritized requirements shall be identified as "must have," "would like to have," and "future" features and functionality in the RFP. Contractor shall refine requirements based on County input.
 - ii. Contractor shall prepare written CMRJ technical and business specifications, scope of services, and deliverables for the RFP, including, at a minimum, requirements stated in Section (A)(1)(d)(i) above with prioritized requirements identified. Contractor shall prepare a written requirements matrix for County approval that documents such

- specifications, scope of services, deliverables, and requirements. The written requirements matrix shall be included in the RFP and shall be used as part of the RFP evaluation criteria to assess compliance with technical and non-technical requirements.
- iii. Contractor shall assist and advise County to ensure technical and business specifications include compliance with then current County Technology Standards and all applicable laws, regulations, and ordinances specific to CMRJ.
 - iv. Contractor shall review specifications, scope of services and deliverables with County Business Manager and other County-designated staff to make any changes requested by County. Contractor shall provide a high-level cost estimate for specifications, scope of services, and deliverables for budget purposes.
 - v. Contractor shall finalize specifications, scope of services and deliverables, and evaluation criteria for RFP.
- f. Prepare and Finalize RFP
- i. Contractor shall prepare a complete draft RFP for County review and approval. Contractor shall ensure draft RFP clearly describes future contract requirements for a phased implementation and orderly migration. RFP document shall be in a form acceptable to County.
- g. RFP Issuance and Evaluation Support
- i. Following issuance of the RFP by County, upon County's request, Contractor shall assist County with preparing answers to questions from potential offerors and drafting addendums during the time when the solicitation is open.
 - ii. As requested by County, a designated Contractor representative or representatives shall serve as member(s) of the RFP evaluation committee.
 - iii. Contractor shall prepare and provide a written tool for County to evaluate the cost-benefit elements of proposals.
 - iv. Contractor shall prepare and provide an evaluation workbook for use by evaluation committee during evaluation process.
 - v. After RFP closes, Contractor shall perform an initial review of RFP responses, including, at a minimum, an item-by-item comparison of technical specifications and non-technical requirements, documenting compliance or non-compliance with each. Contractor shall provide written assessment of the review, including assessments of non-compliance and relative strengths and weaknesses of each response based on RFP evaluation criteria.
- h. Draft and Finalize Contract
- i. Following the selection of the successful Offeror ("Vendor") by the RFP evaluation committee, Contractor shall draft a contract and scope of work for County review and approval. Upon County approval, Contractor shall work with Vendor to finalize contract which shall be subject to final approval by County. The contract with Vendor shall include, at a minimum, Definitions, Scope of Services, Implementation Schedule, Deliverables, and Technical Requirements.

- ii. Contractor shall attend and facilitate County's contract negotiations with Vendor to meet the required deadlines and budget for implementation.

2. PHASE II: CMRJ System Implementation and Testing Oversight

a. General

- i. Contractor shall serve as County's Project Manager for Implementation of the CMRJ Product. Contractor shall coordinate and work with the Vendor, County, and Committee throughout the Implementation Phase. As the County's Project Manager, Contractor shall be responsible for managing the project scope, costs, risks, quality, schedule, execution, and closing. Contractor shall provide County with a written summary two times per month, documenting project status.
- ii. Contractor shall maintain a punch list and oversee the resolution of issues in a timely manner. The punch list shall identify the item to be corrected, its owner, its deficiency, intended resolution, planned resolution date, and tentative re-inspection and/or retesting date, if known. Contractor shall report discrepancies to the County and verify that corrective actions are taken before closing any punch list items.
- iii. Contractor shall attend implementation kickoff meeting with Vendor and prepare and provide written minutes to County and Vendor.
- iv. Contractor shall attend Vendor's meetings with County and prepare and provide written minutes from meetings to Vendor and County two times per month.

b. Infrastructure Readiness, Software Installation, and Testing

- i. Contractor shall coordinate with the County Information Management Team ("County IM Team") to ensure that Vendor's product meets County Technology Standards and potential future system needs.
- i. Contractor shall manage and oversee infrastructure readiness for the CMRJ Product with the County IM Team. Such management and oversight shall include providing technical advice on configurations and features of the new CMRJ Product, providing direction to County IM Team in public safety standards and potential long-term, future systems needs, coordinating meetings with County IM Team to oversee infrastructure readiness, and reviewing County's Technology Standards to assess Vendor's product's compliance, coordinating a punch list for implementation with the County's IM Team if necessary.
- ii. Contractor shall manage and oversee software installation with Vendor, providing technical support as necessary. Contractor shall provide onsite oversight as Vendor installs the CMRJ Product, manage project status, and assess vendor contract compliance with schedules and punch lists. Contractor shall assist County in the final inspection and approval of the installation.
- iii. Contractor shall oversee County data migration which shall include, but is not limited to, reviewing Vendor's data migration plan and advising County on the adequacy and feasibility of Vendor's data migration plan.
- iv. Contractor shall oversee testing of the CMRJ Product software components and interfaces, system implementation, and acceptance testing. Contractor shall assist County and Vendor to identify failover

testing strategies, evaluate failover test plans and scripts, and review failover test results. Contractor shall observe test set-up and parameters. Contractor shall provide support in developing error reports for use in monitoring test results and shall notify Vendor when testing criteria are not met.

b. Implementation and Go-Live

- i. Contractor shall review Vendor training plans and oversee initial execution of training, which shall include, but is not limited to, the organization and scheduling of training necessary for applicable officials and staff. Contractor shall monitor Vendor's training to ensure it fulfills Vendor's contract requirements, track system issues that arise from training, and report such system issues to Vendor.
- ii. Contractor shall review Vendor's cutover plan and provide transition assistance by reviewing the installed CMJR Product, interfaces, and components to assess that contract requirements have been met prior to go-live.
- iii. Contractor shall identify and document unmet requirements and add them to the punch list of items that Vendor should address prior to final payment of Vendor. Before recommending final payment to Vendor, Contractor shall verify that any remaining issues after the go-live are resolved to County's satisfaction.
- iv. Before the end of the Term, described in Section B, "Term" herein, Contractor shall verify that documents, including but not limited to specifications, technical documentation, interface documentation, training manuals, and technical architecture drawings and deliverables, have been received and approved by County.

SECTION B. TERM: The term of this Agreement shall commence December 15, 2021, and shall continue through December 14, 2024, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

1. Amount of Compensation. County shall pay compensation for performance of the Services in an amount not to exceed TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00), which does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation for additional professional services that the County determines, in its sole discretion, are required shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.

2. Monthly Invoices. Contractor shall submit itemized monthly invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting, and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County agents or employees, nor shall they create the appearance of being employees by using a job or position

title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. General Liability Insurance: ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.

2. Workers' Compensation: In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.

3. Automobile Liability Insurance for Contractor and its Employees: ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

4. Professional Liability Insurance: ONE MILLION DOLLARS (\$1,000,000.00) per claim or occurrence. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least three (3) years thereafter.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. APPLICABLE LAW: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

SECTION M. INDEMNITY: Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents, and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation reasonable attorneys' fees of any kind or nature arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives, and subcontractors.

SECTION N. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION O. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

SECTION P. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION Q. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any

person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION R. TERMINATION:

1. Generally. County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rates set out in Exhibit "A," "Compensation Rate Schedule," attached hereto and made a part hereof for all purposes. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.

2. Funding. This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Kate Stoddard
Incorporated County of Los Alamos
1000 Central Avenue, Suite 300
Los Alamos, New Mexico 87544

Contractor:

Ronald F. Bosco, President & CEO
Federal Engineering Inc.
10560 Arrowhead Drive
Fairfax, Virginia 22030

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

SECTION U. NO IMPLIED WAIVERS: The failure of the County to enforce any provision of this Agreement is not a waiver by the County of the provisions or of the right thereafter to enforce any provision(s).

SECTION V. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language enforceable; and (ii) all other provisions of this Agreement shall remain in effect.

SECTION W. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

SECTION X. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION Y. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

SECTION Z. Contractor's employees that are required to be onsite within the restricted areas of the County Police Department shall submit to a fingerprint background check and be cleared of any felony convictions and crimes of moral turpitude. As required by County, Contractor shall be escorted by authorized personnel for onsite access to facilities.

SECTION AA. Contractor's employees that are required to be onsite within the restricted areas of the County Police Department shall comply with the confidentiality procedures described in Exhibit "C", "509 Confidentiality of Records and Information."

SECTION AB. Contractor's access to and use of criminal justice information, criminal history record information, and other confidential and sensitive information maintained in New Mexico and FBI-managed criminal justice information systems are subject to the following restrictions:

1. Contractor and its employees shall avoid accessing, viewing, or observing Criminal History Record Information ("CHRI").

2. Contractor and its employees shall only access the National Crime Information Center ("NCIC") information on County-approved subjects to avoid accessing, viewing, or observing CHRI.

3. Contractor and its employees may only view, observe, and access criminal justice information and other sensitive or confidential information, as defined by the County, on-site in order to perform business process observations and assess County's use of CMRJ applications and integration with other systems to support the accurate development of CMRJ Product requirements.

4. Contractor's employees that are required to be onsite within the restricted areas of the County Police Department shall complete security awareness training as required by the County or provide a current certificate affirming the completion of such training.

5. Contractor's employees that are required to be onsite within the restricted areas of the County Police Department shall agree to, provide County with signed copies, and comply with the Security Addendum, Exhibit "D."

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
STEVEN LYNNE **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

FEDERAL ENGINEERING, INC., A MARYLAND CORPORATION

BY: _____
RONALD F. BOSCO **DATE**
PRESIDENT AND CHIEF EXECUTIVE OFFICER

Exhibit "A"
Compensation Rate Schedule
AGR22-19

PROJECT COST CATEGORIES	COST
PHASE 1	\$86,212.00
PHASE 2	\$107,680
*TRAVEL	\$3,660.00
Per Diem (Ref. County per diem policy)	\$5,285.00
**Additional Services (at the request of the County)	\$47,163.00
Total Not to Exceed	<u>\$250,000.00</u>

*Contractor's travel expenses shall be charged at actual cost. Copies of all travel expenses must accompany invoices submitted to County and shall only include the following:

1. The most economical means of transportation shall be used, commercial airlines coach fare rates;
2. Business-related tolls and parking fees;
3. Rental car, taxi service or shuttle services;
4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service;
5. Hotel or motel lodging;
6. Meals, per Los Alamos County Travel Policy, currently \$60.00 per diem daily;
7. Internet connectivity charges;
8. Any other reasonable costs directly associated with conducting business with County.
9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and not reimbursable.

Travel Expenses not allowed are as follows:

1. Entertainment; in-room movies, games, etc. and
2. Alcoholic beverages, mini bar refreshments or tobacco products.

**If County determines, in its sole discretion, that additional professional services are required, County may request such additional professional services. If the County requests additional professional services, Contractor shall provide such services in accordance with the rate schedule below.

Attachment A

Director/Chief Consultant	\$ 250.00 per hour
Senior Consultant (Project Manager)	\$ 210.00 per hour
Consultant	\$ 180.00 per hour
Senior Analyst	\$ 150.00 per hour
Analyst	\$ 110.00 per hour
Administrative/Computer Services	\$ 76.00 per hour

Exhibit "B"
Timeline
AGR22-19

Schedule "A"

Task	Estimated Target Date
Phase 1 Commencement	December 15, 2021
Phase 2 Commencement	April 1, 2022
Target Go live	July 1, 2023

Attachment A

Exhibit "B"
Timeline
AGR22-19
Schedule "B"

ID	Task Name	Duration
1	<i>Notice to Proceed/Project Commencement</i>	0 days
2	Phase I: Needs Assessment/Specs	126 days
3	Project Management	126 days
4	<i>Issue RFI/Review County Info & Preliminary Requirements</i>	5 days
5	<i>Project Initiation Conf. Call</i>	1 day
6	Finalize Project Plan	3 days
7	<i>Conduct Onsite Interviews/Observations</i>	3 days
8	Research Market Technologies/Potential Vendors	1 day
9	Prepare Prioritized Requirements Matrix	8 days
10	<i>Lead Requirements Workshop/Update on Market Features</i>	1 day
11	Finalize Technology Requirements/Potential Vendors	1 day
12	Prepare CMRJ Specifications	12 days
13	<i>Review Specifications (Client Review)</i>	5 days
14	Finalize Specifications	1 day
15	Prepare Draft RFP	4 days
16	<i>Review RFP with County and Finalize</i>	3 days
17	<i>County Issues RFP</i>	1 day
18	<i>Open Procurement (No Consultant Involvement)</i>	18 days
19	Review Proposals/Prepare Evaluation Workbook	10 days
20	<i>Attend Evaluation Committee Meeting (conf. call)</i>	1 day
21	Develop Interview Plans and Scripts for Demos	6 days
22	<i>Participate/Evaluate Short-List Vendor Demos</i>	2 days
23	<i>Attend Evaluation Committee Meeting (Vendor Selection)</i>	1 day
24	Review/Comment upon Vendor Contract and SOW	10 days
25	<i>Attend County's Contract Negotiations with Vendor</i>	3 days
26	<i>Review Changes and Discuss with County (conf. call)</i>	3 days
27	<i>Council Meeting - Approve Vendor Contract/Award</i>	1 day
28	Phase II Implementation Oversight	331 days
29	Project Management Throughout Implementation	331 days
30	<i>Attend Vendor's Bi-Weekly Status Calls/Prepare Minutes</i>	331 days
31	Maintain Punch List and Oversee Resolution of Issues	331 days
32	Attend Implementation Kickoff Meeting	1 day
33	Manage and Oversee Infrastructure Readiness	60 days
34	Manage and Oversee Software Installation	60 days
35	Review and Advise on Data Migration Plan Feasibility	30 days
36	<i>Oversee CRM System and Acceptance Testing</i>	30 days
37	Address/Oversee Vendor Resolution of Issues	30 days
38	Oversee Data Migration/Copying and Vendor Resolution	60 days
39	<i>Review Vendor Training Plans and Oversee Initial Execution</i>	30 days
40	<i>Support System Cutover</i>	30 days
41	System Go-Live Date (All Systems/Users)	1 day

509 Confidentiality of Records and Information			
Effective Date:	January 1, 2020	Rescinds: Amends:	All Prior
Distribution:	ALL PERSONNEL	Re-evaluation Date:	January 1, 2021
Related CALEA Standards:	81.2.7		

I. PURPOSE

The purpose of this General Order is to outline the policy and procedures regarding the confidentiality of records and information in the Consolidated Dispatch Center (CDC).

II. POLICY

A. It is the policy of the Los Alamos County Police Department that:

1. Any and all records or information that CDC employees have access to are deemed Confidential and shall not be copied, distributed, released, discussed or otherwise disclosed to any unauthorized person(s) or organization(s).
2. Whenever CDC personnel have any doubt about the release of information, they shall treat it as Confidential and refer the inquiring party to a Shift Supervisor or the CDC Manager.
3. Use and release confidential information only for official business and as stated in the Los Alamos County's HIPAA policy.

III. DEFINITIONS

CONFIDENTIAL INFORMATION – means any restricted or sensitive information and includes, but is not limited to, security procedures; alarms; criminal information; crimes; criminal intelligence information; warrants; vehicle, suspect, witness or victim information; Court cases; personnel information; or any other type of information that could adversely affect any investigations, Court cases, or the safety or privacy of personnel.

UNAUTHORIZED PERSON(S) or ORGANIZATION(S) – means and includes all non-Law Enforcement or public safety personnel and agencies. It also includes all Law Enforcement and public safety personnel who do not have both a NEED and a LAWFUL RIGHT to the information.

PHI – Protected Health Information; any information about health status, provision of health care, or payment for health care that can be linked to an individual.

IV. PROCEDURES

A. **Release of Information**

1. The members of the CDC shall treat all confidential matters accordingly. Information regarding any/all official business shall not be disseminated to anyone other than those to whom it is legally intended and who have a legitimate right and need to know. Members having any doubts as to the release of information shall contact their Supervisor *prior* to its release.

2. CDC personnel shall not discuss situations or information accessed in the CDC, or in public places, with the general public or other unauthorized persons.
3. Employee information is not to be given out to anyone.
4. CDC personnel shall respect the privacy of all others.
5. Breach of confidentiality will not be tolerated and may result in reprimand or discipline action.
6. Resources and reference materials are not to be used for obtaining information to be used personally.

B. Emergency Medical Dispatching and Patient Confidentiality

1. Information regarding any and all medical dispatch calls shall be consistent with the County's HIPAA policy.
2. Information regarding any and all medical dispatch calls will only be discussed:
 - i. With the EMD's Shift Supervisor.
 - ii. With the CDC Manager.
 - iii. In Quality Improvement reviews and discussion.
 - iv. With the CDC's Medical Director.
 - v. Employees involved in the call.
3. Any CDC EMD who reveals any information outside of the above list will be subject to disciplinary action up to and including termination.
4. In accordance with State and Federal guidelines, when information is requested regarding Emergency Medical Service responses, it shall be treated as Protected Health Information (PHI) and the only authorized information that may be provided is the number of patients, categories of patients and hospitals transported to.

C. Radio and Telephone procedures: (81.2.7)

1. The CDC will ensure that radio and telephone conversations are recorded and that an instant playback capability is accessible at all active dispatch work stations. The CDC Manager will be responsible for ensuring that all telephone and radio records are securely retained, including adequate electronic backup for a period of no less than six years. (81.2.7 (a))
 - i. Instant playback maybe utilized to:
 - a. Verifying information that may have been missed,
 - b. Confirming information given or received over the radio or phone,
 - c. To hear background noises or gain information that may help with the call,
 - d. Any other time or situation the Dispatch Shift Supervisor deems essential to a call.
2. The CDC Manager will be responsible for ensuring all telephone and radio records are securely and properly handled and stored. (81.2.7 (b))
3. The CDC Manager will ensure correct procedures are followed for reviewing recorded conversations. The CDC Manager will insure that an accurate and up to date log is kept for all audio recordings that are downloaded and released by the CDC. This log will include both internal and external requests for recordings. All requests for audio recordings must be made

via writing and will be approved the CDC Manager or the Emergency Management Commander. (81.2.7 (c))

Approved by:



Dino Sgambellone
Chief of Police

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/_____/

Troy Hughes
Fire Chief

/_____/

Justin Lyell Hazen,
MD, FACEP
Medical Director

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

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addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

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and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

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4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative