



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

January 10, 2023

55 January 10, 2023

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Han Hall of Administration
500 West Temple Street
Los Angeles, California 90012

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE SOLE SOURCE AMENDMENT NUMBER TWO
TO AGREEMENT NUMBER 76530 WITH PORTER LEE CORPORATION
TO PROVIDE UPGRADES TO THE PROPERTY, EVIDENCE AND LABORATORY
INFORMATION MANAGEMENT SYSTEM
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is requesting the Board's approval and execution of Sole Source Amendment Number Two (Amendment) to Agreement Number 76530 (Agreement) with Porter Lee Corporation (Porter Lee) to increase Pool Dollars to allow for critical upgrades to the Department's Property, Evidence and Laboratory Information Management System (PRELIMS).

IT IS RECOMMENDED THAT THE BOARD:

Approve and instruct the Chair to sign the attached Amendment to the Agreement with Porter Lee to: (1) increase Pool Dollars by \$300,150, and (2) reallocate \$56,000 from the original Agreement Sum towards Pool Dollars for deliverables no longer needed. The proposed Amendment increases Pool Dollars by \$356,150 for a total Maximum Contract Sum not to exceed \$3,342,895 for the term of the Agreement.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this action will allow the Department to engage Porter Lee to provide additional professional services for the migration of data from two legacy systems, which were considered optional customizations in the original Agreement: Evidence Tracking System (ETS) and Evidence and Property Inventory Control (EPIC). Approval of this Amendment will also allow for integration of PRELIMS with the Department's Active Directory, and the reallocation of funds originally budgeted in the Agreement Sum for an interface with Los Angeles Regional Crime Information System (LARCIS).

Migration of the existing data from the ETS and EPIC legacy systems to PRELIMS will allow the Department to access historical data stored in these databases for use in pending and future court cases, as well as eliminate the risk of loss of critical data. Implementing Active Directory functionality for PRELIMS will provide a central management tool to more efficiently manage login credentials for over 7,000 users. Additionally, the use of Active Directory will remediate one of the findings from the County Auditor-Controller's audit of the Department's evidence warehouse conducted in 2018, which required the Department to establish protocols for user access, and prohibit access by users who have retired, resigned, or been placed on administrative leave.

The original Agreement included a deliverable for the development of a LARCIS interface, intended to streamline the manual process of entering property and evidence records into Department of Justice (DOJ) systems. Recently, the Department elected not to proceed with this due to a modernization plan to replace LARCIS. As a result, the proposed Amendment will reallocate \$56,000 from the original Agreement Sum towards Pool Dollars.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan, Strategy III.2, Embrace Digital Government for the Benefit of Our Internal Customers and Communities by supporting the implementation of technological enhancements that increase efficiency, thereby enabling the Department to accurately and effectively track and process evidence and property for over 50 Departmental units and facilities.

FISCAL IMPACT/FINANCING

The current Pool Dollar balance of \$61,494 is insufficient to move forward with the Department's Active Directory and data migration needs. The proposed Amendment will increase Pool Dollars allocated for the provision of optional work by \$356,150 for a

Maximum Contract Sum of \$3,342,895. The proposed Amendment will be funded solely by the Department's existing Asset Forfeiture Funds at zero net-cost to County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The core PRELIMS application became operational in May 2014. Since then, Porter Lee has implemented additional laboratory functionalities in satisfaction of the original Agreement requirements.

In compliance with Board Policy 6.020, Chief Information Office Board Letter Approval, the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action(s) does not include any new IT items that would necessitate a formal written CIO Analysis.

CONTRACTING PROCESS

On August 2, 2007, the Department released the Request for Proposals (RFP). On September 7, 2007, the solicitation closed, and the Department received one proposal. An evaluation committee, including experts in data systems, evidence and lab information technology was assembled to review and assess the proposal. Upon final review of the proposal and demo it was determined by the evaluation committee that Porter Lee Corporation was qualified and offered the product and services as required in the RFP.

On April 15, 2008, the Board approved the Agreement with Porter Lee for a term of six months and five years after the System's Final Acceptance date (as defined in the Agreement), with a six-month extension option, in any increment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The migration of data from the legacy systems and the integration of PRELIMS with the Department's Active Directory are necessary to: mitigate the risk of losing critical data due to system failure, enhance application access control, maintain compliance and supportability of the mission-critical PRELIMS Solution, and increase accessibility to critical evidence.

The Honorable Board of Supervisors
January 10, 2023
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CONCLUSION

Upon approval by the Board, please return two adopted copies of this Board letter and two original executed copies of the Amendment to the Department's Contracts Unit.

Sincerely,



ROBERT G. LUNA
SHERIFF

Reviewed by:



PETER LOO
ACTING CHIEF INFORMATION OFFICER

**AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 76530
BY AND BETWEEN
COUNTY OF LOS ANGELES AND
PORTER LEE CORPORATION
FOR PROPERTY, EVIDENCE, AND LAB INFORMATION MANAGEMENT SYSTEM**

This Amendment Number Two (Amendment) to Agreement Number 76530 (Agreement) is made and entered into by and between the County of Los Angeles (County) and Porter Lee Corporation (Contractor), effective upon execution by both parties.

- A. WHEREAS, on April 15, 2008, County and Contractor entered into the Agreement for the implementation and maintenance of a web-enabled property, evidence and lab information management system (PRELIMS) and maintenance services; and
- B. WHEREAS, on October 1, 2020, County and Contractor entered into Amendment Number One to: (1) update the County-mandated provisions regarding Insurance Coverage, Compliance with Applicable Law, Assignment and Delegation/Mergers or Acquisitions, Consideration of Hiring GAIN-GROW Participants, Background and Security Investigations, Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law, County's Quality Assurance Plan, Notice to Employees Regarding the Safely Surrendered Baby Law, and (2) add the County-mandated provisions regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer, Compliance with County's Zero Tolerance Policy on Human Trafficking, Local Small Business Enterprise (LSBE) Prompt Payment Program, Social Enterprise (SE) Preference Program, Disabled Veteran Business Enterprise (DVBE) Preference Program, Time Off for Voting, Compliance with the Policy of Equity, County's Defaulted Property Tax Reduction Program, Compliance with Fair Chance Employment Practices, and (3) add Exhibit K (Attestation and Willingness to Consider GAIN-GROW Participants), Exhibit L (Zero Tolerance Policy on Human Trafficking Certification), Exhibit M (Certification of Compliance with the County's Defaulted Property Tax Reduction Program), and Exhibit N (Compliance with Fair Chance Employment Hiring Practices Certification) to the Agreement.
- C. WHEREAS, County and Contractor desire to further amend the Agreement to: (1) increase the Pool Dollars (as defined in the Agreement) by \$356,150.00 to continue to engage Contractor to provide professional services to: (a) implement Active Directory functionality, (b) perform the data migration of existing Department legacy systems (Evidence Tracking System (ETS) and Evidence and Property Inventory Control (EPIC)), (c) correct any defect that may arise during the data migration, and (d) configure five new web servers to allow full functionality of the PRELIMS web-based application; (2) increase the Maximum Contract Sum (as defined in the Agreement) by \$300,150.00, for a grand total of \$3,342,895.00, (3) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions, Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List, Safely Surrendered Baby Law, Counterparts and Electronic Signatures and Representations, and Compliance with Fair Chance Employment Hiring Practices; (4) add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Employees; (5) amend and restate Exhibit C (Price and Schedule of Payments) of the Agreement; and (6) add Exhibit C.1 (Optional Work Schedule) and Exhibit E (COVID-19 Vaccination Certification of Compliance) to the Agreement.

76530, Supplement 1

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NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for good and valuable consideration, County and Contractor hereby agree to amend the Agreement as follows:

1. Paragraph 8.2 (Maximum Contract Sum) of the Agreement is deleted in its entirety and replaced as follows to update the Maximum Contract Sum to reflect the additional Pool Dollar amount of \$356,150.00:

8.2 Maximum Contract Sum. The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for supplying the System Software and all Work and Pool Dollars under this Agreement for the Term. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed \$3,342,895.00 and shall be allocated as set forth in the Amended and Restated Exhibit C-1 (Price and Schedule of Payments) which allocation shall include an itemization of the amount to be paid for, without duplication: (a) Customizations, (b) Interfaces, (c) System Software implementation, (d) Professional Services Time and Materials Work, (e) Maintenance Services, and (f) applicable Taxes, if any. Exhibit C (Price and Schedule of Payments) further shall include an itemization of Pool Dollars and applicable Hourly Labor Rate or Daily Labor Rate as applicable. Contractor shall perform and complete all Work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement but in any event, not in excess of the Maximum Contract Sum. Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price, including for time and materials Work, that is an agreed upon assessment of the amount to be paid by County to Contractor in exchange for Contractor delivering to County, and County accepting, within the required delivery schedule the System Software. Contractor further acknowledges that the Specifications set forth in the Statement of Work are functional Specifications and that it is Contractor's risk responsibility to design, achieve and timely deliver the System Software. Notwithstanding any provision of this Agreement to the contrary, Contractor is not obligated to perform Work under Change Orders if Pool Dollars are not available to pay for such Work.

2. Paragraph 40.0 (Assignment and Delegation/Mergers or Acquisitions) of Exhibit A (Additional Terms and Conditions) to the Agreement is deleted in its entirety and replaced as follows to update the County-mandated language:

40.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

40.1 Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending

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acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 40.2 Contractor shall not assign, exchange, transfer, or delegate its rights or duties under the Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.
- 40.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

3. Paragraph 47.0 (Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List) of Exhibit A (Additional Terms and Conditions) to the Agreement is deleted in its entirety and replaced as follows to update the County-mandated language:

47.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of the Agreement to perform the Services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of the Agreement.

4. Paragraph 50.1 (Contractor's Acknowledgment of County's Commitment to Safely Surrendered Baby Law) and Paragraph 50.2 (Notice to Employees Regarding the Safely Surrendered Baby Law) of Paragraph 50.0 (Safely Surrendered Baby Law) of Exhibit A (Additional Terms and Conditions) of the Agreement are deleted in their entirety and replaced as follows to revise the links:

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50.0 SAFELY SURRENDERED BABY LAW

50.1 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

50.2 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" information in a prominent position at the Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this information in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

5. Paragraph 58.0 (Facsimile) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated language:

58.0 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

The 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. The facsimile, email or electronic signature of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 6.0 (Change Orders and Amendments) of the Agreement and received via

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communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to the Agreement.

6. Paragraph 70.0 (Compliance with Fair Chance Employment Hiring Practices) of Exhibit A (Additional Terms and Conditions) to the Agreement is deleted in its entirety and replaced as follows to update the County-mandated language:

70.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

7. Paragraph 62.0 (COVID-19 Vaccinations of County Contractor Personnel) is added to Exhibit A (Additional Terms and Conditions) to the Agreement as follows to add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Personnel:

62.0 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

62.1 At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 – Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to: (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County-owned or controlled property while performing Services under the Agreement, and/or (3) coming into contact with the public while performing Services under the Agreement (collectively, "In-Person Services").

62.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two weeks or more after they have received: (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

62.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any

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of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, Centers for Disease Control and Prevention ("CDC") or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"), (2) copy (including a photographic copy) of a Vaccination Record Card; (3) documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of Work under the Agreement that its Contractor Personnel are in compliance with the requirements of this Paragraph. Contractor shall retain such proof of vaccination for the document retention period set forth in the Agreement, and must provide such records to the County for audit purposes, when required by County.

- 62.4 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, Contractor must also maintain records of Contractor Personnel's testing results. Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to: (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing Services under the Agreement, and/or (3) coming into contact with the public while performing Services under the Agreement:
- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test which has an Emergency Use Authorization (EUA) by the Food and Drug Administration ("FDA") or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
 - c. Engage in proper physical distancing, as determined by the applicable County department that the contract is with.

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- 62.5 In addition to complying with the requirements of this Paragraph, Contractor shall also comply with all other applicable local, Departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit L (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.
8. Exhibit C (Price and Schedule of Payments) to the Agreement is deleted in its entirety and replaced with the Amended and Restated Exhibit C-1 (Price and Schedule of Payments).
 9. Exhibit C.1 (Optional Work Schedule), attached hereto, is added to the Agreement.
 10. Exhibit E (COVID-19 Vaccination Certification of Compliance), attached hereto, is added to the Agreement.
 11. Except as expressly provided in this Amendment Number Two, all other provisions, terms, and conditions of the Agreement and any prior approved amendments, will remain the same and in full force and effect.
 12. Contractor represents and warrants that the person executing this Amendment Number Two for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment Number Two and that all requirements of Contractors have been fulfilled to provide such actual authority.

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IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Two to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Amendment Number Two to be executed on its behalf by its duly authorized officer.

COUNTY OF LOS ANGELES

By:

Janice Hahn
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA, Executive Officer
of the Board of Supervisors

By:

Carla Little

Deputy



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

CELIA ZAVALA
Executive Officer
Clerk of the Board of Supervisors

By:

Carla Little

Deputy

PORTER LEE CORPORATION

Signed:

Timothy Smith

Printed:

Timothy Smith

Title:

President

Date:

10/07/2022

APPROVED AS TO FORM:
DAWYN R. HARRISON
Interim County Counsel

By:

Cammy C. DuPont

Cammy C. DuPont

Principal Deputy County Counsel

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

55 JAN 10 2023

Celia Zavala

CELIA ZAVALA
EXECUTIVE OFFICER

PRELIMS

EXHIBIT C - PRICE AND SCHEDULE OF PAYMENTS

PRICE AND PAYMENT SCHEDULE BY DELIVERABLE
Amended and Restated Under Amendment #2

All prices listed below are inclusive of applicable sales taxes, incidental costs and all travel and related expenses.

Task	Deliverable (Pay Points Only)	Application and License Costs	Total for Deliverable	Holdback 20.00%	Invoice Pay Point	Notes
Agreement Start	Signed Agreement					
Application Base Price		70,000.00			70,000.00	Includes 50% of Application Base Price
Licensing Costs		171,000.00		0.00	171,000.00	Includes 25% of Licensing Costs
	TOTAL AGREEMENT START	241,000.00		0.00	241,000.00	
3.0 JIMS Tasks and Deliverables						
3.1 Project Planning and Management						
3.1.1 Develop a Project Control Document (PCD)	Deliverable 3.1.1 Project Control Document (Work Breakdown Structure, Project Organization, Roles and Responsibilities, Installation Plan, Requirements review, Configuration Plan, Test Plan, Training Plan, Implementation Plan, Production Support Plan, Status Reporting, Issue Escalation and Resolution, Deliverable Review and Approval, and Change Control Management)		18,000.00	3,600.00	14,400.00	
3.1.2 Manage Project	Deliverable 3.1.2 Project Status Reports/Ongoing Project Management (to be divided by the number of months of the project as agreed to in the PCD and Project Timeline)			0.00		
3.2 Technical Assessment						
3.2.1 Conduct Technology Assessment	Deliverable 3.2.1 Technology Assessment Report (Executive Summary, Technical Architecture, Hardware and Software Specifications, Technical Recommendations)		85,000.00	3,830.00	85,000.00	
3.3 Functional Requirements Review and Finalization						
3.3.1 Review Functional Requirements with Vendor and key users: Develop Business Scenarios	Deliverable 3.3.1 Requirements Confirmation Report		19,150.00		15,320.00	
3.4 Functional Assessment						
3.4.1 Establish a Prototype Environment	Deliverable 3.4.1 Prototype Environment		16,750.00		13,400.00	
3.4.2 Provide Functional Training to Prototype Team Members	Deliverable 3.4.2 Functional Training completed (COTS application overview and navigation, System concepts and terminology, Functional overview of each COTS application module, training materials and exercises)		16,750.00	3,350.00	13,400.00	
3.4.3 Develop Prototype Scripts: Conduct Application Prototyping	Deliverable 3.4.3 Prototyping Scripts: Application Prototyping (Separate Document for each prototyping session: Demonstration of COTS application with detailed business scenarios, confirm/validate business, interface, reporting and conversion requirements)		8,100.00	1,200.00	6,480.00	
3.4.4 Perform Fit-Gap Analysis	Deliverable 3.4.4 Fit-Gap Analysis (Executive Summary, Application Configurations, Gap Analysis)		6,000.00	3,800.00	4,800.00	
			19,000.00		15,200.00	

3.4.5 Develop Requirements Traceability Matrix (RTM)	Deliverable 3.4.5 Requirements Traceability Matrix (RTM)	3,600.00	720.00	2,880.00
3.5 Implementation - Assessment	Deliverable 3.5 Updated Implementations Strategies Plan (Executive Summary, Software Development and Test Strategy, Data Interface Strategy, Report Formats and Standards, Training and Documentation Plans, Transition Management Strategy, Updated Implementation Plan)			
3.5.1 Develop Software Functional Enhancements and Test Plans				
3.5.2 Develop Data Interface Strategy				
3.5.3 Develop Report Formats and Standards				
3.5.4 Develop Training and Documentation Plans				
3.5.5 Develop Implementation Strategies Plan				
TOTAL 3.5 IMPLEMENTATION ASSESSMENT		3,600.00	720.00	2,880.00
3.6 Design and Development				
3.6.1 Establish Development Environment	Deliverable 3.6.1 Establish Test Environment (Baseline COTS solution, configuration and data set-up, list any 3rd party software or toolsets required to support development and unit testing)		1,200.00	
3.6.2 Design, develop and unit test software functional enhancements	Deliverable 3.6.2 Design, develop and unit test software functional enhancements	6,000.00	10,800.00	4,800.00
3.6.3 Design, develop and unit test data interface utilities	Deliverable 3.6.3 Design, develop and unit test data interface utilities	54,000.00		43,200.00
3.6.4 Design, develop and unit test pre-defined reports	Deliverable 3.6.4 Design, develop and unit test pre-defined reports	0.00	0.00	0.00
3.7 Application Configuration	Deliverable 3.7 Configured Application	72,000.00	14,400.00	57,600.00
3.7.1 Establish Configuration Environment				
3.7.2 Provide Configuration Training				
3.7.3 Configure COTS Application				
3.7.4 Develop validation routines to support Department Data Interface Requirements.				
3.7.5 Perform mock validation data interface into the conversion Environment.				
3.7.6 Establish Integrated System Test Plan				
3.7.7 Conduct Integrated System Testing				
TOTAL 3.7 APPLICATION CONFIGURATION		76,800.00	15,360.00	61,440.00

Deliverable 3.8 Production Environment						
3.8 Testing						
3.8.1 Establish Performance Test Plan						
3.8.2 Establish Performance Environment						
3.8.3 Conduct Performance Testing						
TOTAL 3.8 TESTING			34,000.00		6,800.00	27,200.00
Application Base Price						
Licensing Costs		70,000.00			0.00	70,000.00
Project Milestone 1 - System Acceptance		171,000.00			0.00	171,000.00
		241,000.00			0.00	241,000.00
3.9 Transition Management						
3.9.1 Develop and conduct user outreach presentations	Deliverable 3.9.1 User Outreach presentations (Project communication updates, develop and conduct presentations, review and comment on project newsletters and website publications)					
3.9.2 Develop/revise Department Policies and Procedures	Deliverable 3.9.2 Revised Department Policies and Procedures		14,400.00		2,880.00	11,520.00
3.9.3 Define Readiness Assessment Process	Deliverable 3.9.3 Implementation Readiness/Assessment Process defined.		6,000.00		1,200.00	4,800.00
3.9.4 Develop implementation Readiness Checklist	Deliverable 3.9.4 Implementation Readiness Checklist		7,200.00		1,440.00	5,760.00
3.10 Training and Documentation						
3.10.1 Develop Training Plan	Deliverable 3.10.1 Training Plan (Executive Summary, Training Plan)		24,000.00		4,800.00	19,200.00
3.10.2 Develop Systems Administration and Operations Manual	Deliverable 3.10.2 Systems Administration and Operations Manual (Overview, System Administration, Batch Operations, Troubleshooting)					
3.10.3 Develop End-User Documentation	Deliverable 3.10.3 End-User Documentation (End-User Reference Manual, Quick Reference Guides, Updated Online Help)		12,000.00		2,400.00	9,600.00
3.10.4 Establish Training Environment	Deliverable 3.10.4 Training Environment		25,000.00		5,000.00	20,000.00
3.10.5 conduct Technical Training	Deliverable 3.10.5 Technical Training (Provide all training materials/exercises, set-up training data, conduct technical training)		22,000.00		4,400.00	17,600.00
3.10.6 Conduct End-User Training	Deliverable 3.10.6 End User Training (Provide all training materials/exercises, set-up training data and conduct end-user training. Develop and provide an electronic end-user "competency test" for each training module or combination of modules)		43,200.00		8,640.00	34,560.00
			95,100.00		19,020.00	76,080.00

3.11 Production Cutover								
3.11.1 Re-establish Production Environment	Deliverable 3.11.1 Production Environment (re-promote a clean staging Production environment)		4,050.00	810.00				3,240.00
3.11.2 Develop production Cutover Plan	Deliverable 3.11.2 Production Cutover Plan (Detail steps, sequence, dependencies and responsibilities for all production cutover activities, including data imports)		6,600.00	1,320.00				5,280.00
3.11.3 Support Production Cutover	Deliverable 3.11.3 Technical Support for Production Cutover (Cutover rehearsal, production cutover)		81,000.00	16,200.00				64,800.00
Project Milestone 1: PRELIMS Application Production Cutover (System Go-live) (1)								
Fulfillment of PRELIMS Application Production Cutover Milestone	Licensing Cost	342,000.00						342,000.00 50% of Licensing Costs (FINAL)
Project Milestone 2: PRELIMS Web-enabled Production Cutover (2)								
MILESTONE 1 - PRODUCTION CUTOVER SUB-TOTAL		824,000.00	779,300.00	138,860.00				1,464,440.00
Splitting the integrated instrument interfaces from the application to allow the Net implementation	MILESTONE 2 - PRODUCTION CUTOVER		150,000.00	30,000.00				120,000.00
WEB-ENABLED DELIVERABLE	SYSTEM FINAL ACCEPTANCE			0.00				168,860.00 Release of hold-back upon final acceptance.
3.12 Post-Implementation Support	HOLDBACK PAYMENT							
3.12.1 Provide Post-Implementation Warranty Services and Software Maintenance Service Level Requirements Support; duration - later of six (6) months or the System final Acceptance Date - Warranty support will extend for a period of six (6) months thereafter.	Deliverable 3.12.1 Post-Implementation Support		54,000.00	0.00				54,000.00
	TOTAL ALL-IN TO FINAL ACCEPTANCE	824,000.00	929,300.00	168,860.00				1,807,300.00
MAINTENANCE FEES (3)								
Year 1			140,000.00					
Year 2			143,000.00					
Year 3			146,000.00					
Year 4			150,000.00					
Year 5			154,000.00					
	Total Maintenance Costs for Five Years							733,000.00
	AGREEMENT SUM							2,540,300.00

PROFESSIONAL SERVICES (4)	Hourly Labor Rate	175.00				
	Daily Labor Rate	1,400.00				
POOL DOLLARS (5)						
Based upon fifteen percent of the original Agreement Sum.						446,445.00
Based upon Amendment #2 to: (1) Increase Pool Dollars and (2) Reallocate amount originally budgetted for Deliverable 3.6.3 towards Pool Dollars						356,150.00
						802,595.00
						3,342,895.00

(1) Not all functions and program modules in Porter Lee's application may be web-based by the time of System Go-live (Milestone 1). The affected program modules, including instrument interfaces, will utilize client server topology until Porter Lee has migrated these functions to .NET technology.

(2) Migration to web-based technology will be an ongoing implementation process with efforts by Porter Lee and LASD until such time PRELIMS is a total web-based solution (Milestone 2). Completion of Milestone 2 may or may not be concurrent with Milestone 1.
(3) Year 1 begins after the six-month Warranty Support period.

(4) Hourly Labor Rates and Daily Labor Rates to be used as defined in the Agreement. These rates are subject to the Cost of Living Adjustment (COLA), in accordance with the County's COLA policy.

(5) Pool Dollars to be used as defined in the Agreement.

(6) There is no guarantee that the Maximum Agreement Sum will be paid during the term of this Agreement.

EXHIBIT C.1
OPTIONAL WORK SCHEDULE

Exhibit C.1 shall be used by County to maintain a listing of all Optional Work acquired by County under the Agreement using Pool Dollars and the remaining Pool Dollars following each such acquisition. This Optional Work Schedule shall be included as part of a Change Notice or Amendment, as applicable, for each acquisition of Optional Work using Pool Dollars and shall be updated accordingly.

1. OPTIONAL WORK

In the event County elects to acquire any of the Optional Work specified below, such Optional Work shall be provided by Contractor to County at the applicable Maximum Fixed Price set forth in this Section 1 below.

ITEM NO.	DESCRIPTION/ TYPE (APPLICATION MODIFICATIONS, PROFESSIONAL SERVICES, ADDITIONAL PRODUCTS, ETC.)	REQUEST DATE	DELIVERY DATE	COUNTY APPROVAL DATE	MAXIMUM FIXED PRICE
1	Change Notice #2	6/15/2009		10/16/2009	\$ 42,500
2	Change Notice #3	6/15/2009		10/16/2009	39,375
3	Change Notice #4	6/15/2009		10/16/2009	\$ 21,700
4	Change Notice #5	6/15/2009		10/16/2009	\$ 16,275
5	Change Notice #6	6/15/2009		10/16/2009	\$ 20,125
6	Change Notice #7	6/15/2009		10/16/2009	\$ 4,025
7	Change Notice #9	10/28/2010		12/2/2010	\$ 86,800
8	Change Notice #10	11/3/2010		12/18/2010	\$ 55,125
9	Change Notice #11	11/3/2010		12/18/2010	\$ 21,000
10	Change Notice #12	10/28/2010		12/18/2010	\$ 37,776
11	Change Notice #17	2/11/2014		4/2/2014	\$ 40,250
SUBTOTAL					\$ 384,951

2. POOL DOLLARS

ITEM NO.	EVENT (EFFECTIVE DATE, CHANGE NOTICE, AMENDMENT)	EVENT DATE	ADJUSTED AMOUNT ("+", "-")	REMAINING AMOUNT
1	Effective Date	4/15/2008		\$ 446,445
2	Change Notice #2 - Extend project timeline	10/16/2009	\$ (42,500)	\$ 403,945
3	Change Notice #3 - Redesign service requests feature and enhancement requests from Crime Scene Investigation	10/16/2009	\$ (39,375)	\$ 364,570
4	Change Notice #4 - Redesign approval process for dispositions, evidence transfers and analytical report notification	10/16/2009	\$ (21,700)	\$ 342,870
5	Change Notice #5 - Redesign batch work-list creation, review and approval process for Blood Alcohol Content (BAC) and Toxicology	10/16/2009	\$ (16,275)	\$ 326,595
6	Change Notice #6 - Enhancements relating to case cross-referencing, linking, 2nd investigator entry and edit and processing	10/16/2009	\$ (20,125)	\$ 306,470
7	Change Notice #7 - Functional enhancements related to the booking and transfer of property and evidence	10/16/2009	\$ (4,025)	\$ 302,445
8	Change Notice #9 - Provide additional functional enhancements related to the processing of DNA samples in the PRELIMS DNA module	12/2/2010	\$ (86,800)	\$ 215,645
9	Change Notice #10 - Provide functional enhancements to the core PRELIMS product	12/18/2010	\$ (55,125)	\$ 160,520

10	Change Notice #11 - Provide additional functional enhancements related to the TECAN instrument utilized in the laboratory's Toxicology Section	12/18/2010	\$ (21,000)	\$ 139,520
11	Change Notice #12 - Extension of the Contractor's Project Management Services	12/18/2010	\$ (37,776)	\$ 101,744
12	Change Notice #17 - Provide WEB Module maintenance and support	4/2/2014	\$ (40,250)	\$ 61,494
13	Amendment No. 2 - Increase Pool Dollars	10/7/2022	\$ 356,150	\$ 417,644

PORTER LEE AGREEMENT No. 76530

COVID-19 Vaccination Certification of Compliance
Urgency Ordinance, County Code Title 2 –
Administration, Division 4 – Miscellaneous – Chapter 2.212
(COVID-19 Vaccinations of County Contractor Personnel)
Added Under Amendment No. 2

I, _____, on behalf of Porter Lee Corporation ("Contractor"), certify that on County Contract PRELIMS

_____ All Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance.

_____ Most Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors:

I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name

****FORM ON FILE****