AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND
INTERNATIONAL BUSINESS MACHINES CORPORATION (IBM)

THIS AGREEMENT, entered into this _____ day of February, 2014, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and INTERNATIONAL BUSINESS MACHINES CORPORATION (IBM), hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of installing and configuring the IBM i2 COPLINK Supervised Release Monitoring and Alert ("SRMA") Module, integrating the COPLINK data sources into an existing COPLINK Node, and providing one year of on-going integration maintenance and support services for the newly integrated data sources to facilitate connectivity and currency of data flowing into the node;

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

1. EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A - Statement of Work RDIN-9FD2LB / IBM i2 COPLINK Supervised Release Monitoring and Alert Module Installation and Data Source Integration Services
- Exhibit B - Payments and Rates
- Attachment I - § 504 Compliance

2. SERVICES TO BE PERFORMED BY CONTRACTOR

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

3. PAYMENTS

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total obligation under this Agreement exceed **ONE HUNDRED SIXTEEN THOUSAND DOLLARS AND ZERO CENTS ($116,000.00)**.

4. TERM AND TERMINATION

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **FEBRUARY 10, 2014** through **MAY 30, 2015**.

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

In the event of termination, all Materials prepared by Contractor under this Agreement shall be promptly delivered to County. Such Materials are provided AS IS, without warranties of any kind. Contractor grants County an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute (within the County only) copies of such Materials Upon termination, Contractor may make and retain a copy of such Materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement and reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work (which Contractor will take reasonable steps to mitigate).

5. AVAILABILITY OF FUNDS

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

6. RELATIONSHIP OF PARTIES

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. HOLD HARMLESS

7.1 General Hold Harmless. Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants by defending the County from all Third Party claims ("Third Party" means a legal entity, company or person that is not a Party, or an Affiliate of a Party to this Agreement. Personnel of a Party, or of an Affiliate of a Party, shall be considered "Third Parties" hereunder) on account of, any of the following: (A) bodily injuries to or death of any person, including Contractor or its employees/officers/agents; and (B) damage to any real property or tangible personal property; for which Contractor is legally liable to that third party and pay all costs, damages and attorney's fees that a court finally awards or that are included in a settlement approved by Contractor, provided that County shall promptly notify Contractor in writing of the claim, allow Contractor to control the defense, and will cooperate with Contractor in the defense and any related settlement negotiations.

7.2 Intellectual Property Indemnification.
Contractor shall indemnify, and hold harmless County by defending County from and against any Third Party claim that a Product ["Product" means an IBM Program] or Material that Contractor provides County infringes that party's patent or copyright and pay all costs, damages, and reasonable attorney fees that a court finally awards against County or that are included in a settlement approved in advance by Contractor and County's expenses relating to defense of the claim to the extent such expenses are approved by Contractor in advance, which will not be unreasonably denied. Contractor's duty to defend, indemnify, and

hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor in all reasonable respects in connection with the investigation, defense or settlement of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise provided that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County without County's approval, which shall not be unreasonably withheld, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should a Product or Material under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the Product or Material or (ii) replace or modify the Product or Material with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, County agrees to immediately discontinue use of the Product or Material and return it and all copies to Contractor on Contractor's written request. Contractor will then give County a credit equal to the amount County paid for the returned Product (if the Product is subject to Fixed Term charges, up to twelve months' charges) or for a Material, a credit equal to the amount County paid Contractor for the creation of the Material.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) anything provided by County or a third party on County's behalf that is incorporated into a Product or Material or Contractor's compliance with any designs, specifications, or instructions provided by County or a third party on County's behalf; (b) modification of a Product or Material by County or a third party on County's behalf; (c) a Product or Material's use other than in accordance with its applicable licenses and restrictions or use of a non-current version or release of a Product, when a claim could have been avoided or the risk of a claim reduced by using the current version or release; (d) the combination, operation, or use of the Product or Material with any program, hardware device, data, apparatus, method, or process; (e) the distribution, operation, or use of the Product or Material outside County's enterprise or for the benefit of any third party; or (f) Separately Licensed Code, if any, as identified in the LI for the Product.

This Intellectual Property Protection section states Contractor's entire obligation and County's exclusive remedy regarding any Third Party intellectual property claims. This Intellectual Property section does not obligate in any manner any third-party supplier of code (including Separately Licensed Code) included with or part of the Product.

8. **ASSIGNABILITY AND SUBCONTRACTING**
Neither party shall assign this Agreement or any portion thereof to a third party without the prior written consent of the other party. Contractor shall not subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County, which shall not be unreasonably withheld. Any such assignment or subcontract without such prior written consent shall be void. It is not considered an assignment for Contractor to divest a portion of its business in a manner that similarly affects all of its customers.

9. **INSURANCE**
Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage which shall provide the specific contractual liability

assumed by Contractor pursuant to this Agreement. Contractor shall provide County thirty (30) days' notice, in writing, of any cancellation or material modification of the policy.

9.1 *Workers' Compensation and Employer's Liability Insurance.* Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.

9.2 *Liability Insurance.* Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or any Contractor's subcontractors, or by anyone directly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than:

(a)   Comprehensive General Liability $1,000,000
(b)   Motor Vehicle Liability Insurance.................................. $1,000,000
(c)   Professional Liability.. $1,000,000

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

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. **COMPLIANCE WITH LAWS**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all Federal, State, County, and municipal laws, ordinances, and regulations applicable to Contractor as a provider of information technology products and services, including the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable County ordinances and regulations, including but not limited to appropriate licensure and certification regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

11. NON-DISCRIMINATION AND OTHER REQUIREMENTS

11.1 *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

11.2 *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. A non-confidential summary of Contractor's equal employment policies shall be made available to County upon request.

11.3 *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

11.4 *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

☒ Contractor complies with Chapter 2.84 by:

  ☒ offering the same benefits to its employees with spouses and its employees with domestic partners.

  ☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.

☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.

☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

11.5 *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

11.6 *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

☐ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

☒ Finding(s) of discrimination have been issued against Contractor within the past

365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination. Please see the attached link for further information with regards to the outcome of this matter.
http://www.justice.gov/opa/pr/2013/September/13-crt-1091.html

11.7 *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

  i)   termination of this Agreement;
  ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  iii) liquidated damages of $2,500 per violation; and/or
  iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

The parties agree that for purposes of the calculation of the sum of liquidated damages in this paragraph, an act of Contractor affecting multiple employees shall be counted as a single violation. To effectuate the provisions of this Section, to the extent permissible by applicable law, and subject to Contractor's security and confidentiality requirements, and with advance written notice, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

12. COMPLIANCE WITH COUNTY EMPLOYEE JURY SERVICE ORDINANCE

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

13. RETENTION OF RECORDS, RIGHT TO MONITOR AND AUDIT

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

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

13.3   Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all project records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

13.4   Notwithstanding anything else contained herein, in no event shall Contractor provide any confidential financial information, including, but not limited to, cost or pricing methodologies, overheads, profit margins, internal audit results, or employee records.

14. MERGER CLAUSE & AMENDMENTS

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. CONTROLLING LAW AND VENUE

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16.   CONFIDENTIALITY

16.1   *County Information.* Contractor agrees to maintain the confidentiality of all County records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information provided in writing to Contractor under this Contract shall be considered confidential and kept confidential by Contractor and Contractor's staff.

16.2   *Contractor Information.* Except for California Public Records Act requests, as needed for the Ralph M. Brown Act and as required or permitted by law or regulation or court order, County agrees to maintain the confidentiality of all Contractor confidential information. Contractor confidential information (hereinafter "Contractor Confidential Information") shall be deemed to be that information belonging to or in the possession or control of Contractor which is of a confidential, proprietary or trade secret nature that is furnished or disclosed to County under this Contract in (1) tangible form and marked or designated in writing in a manner to indicate its confidential, proprietary or trade secret nature, and (2) intangible form, that is identified as such, in writing, at the time of disclosure. Notwithstanding (1) and (2) above, Contractor Materials are Contractor Confidential Information regardless of how marked.

16.3   Contractor and County Information will be deemed to exclude any particular information that, as evidenced by written documentation: (1) is already known to the receiving Party without restrictions at the time of its disclosure by the disclosing Party;

(2) after its disclosure by the disclosing Party, is made known to the receiving Party without restrictions by a third party having the right to do so; (3) is or becomes publicly known; or (4) is independently developed by the receiving Party without reference to the disclosing Party's Information.

16.4　Such confidential information will be subject to this Contract for five (5) years following the initial date of disclosure, unless a longer confidentiality period is required by local, State or federal law, without the possibility of contractual waiver or limitation.

16.5　The receipt of confidential information under this Contract shall not in any way limit Contractor from; 1) assigning its employees in any way it may choose; or 2) entering into any business relationship with any other party.

16.6　This provision does not require the County to either take legal action to protect Contractor Confidential Information. Nor does this provision require the County to defend the confidentiality of Contractor Confidential Information in a legal action.

17. <u>NOTICES</u>

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when <u>both</u>: (1) transmitted via email to the email address listed below; <u>and</u> (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of Contractor, to:	**In the case of County, to:**
International Business Machines (IBM) Corporation	San Mateo County Sheriff's Office
Contact Person: Kenneth M. Robinson	ATTN: Greg Munks, Sheriff
5 Technology Park Drive	400 County Center, 3rd Floor
Westmore, MA 01886	Redwood City, CA 94063
Telephone: (720) 349-0218	Telephone: (650) 599-1664
Email: <u>kenneth.robinson@us.ibm.com</u>	Email: gmunks@smcgov.org

18. <u>ELECTRONIC SIGNATURE</u>

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County:　　　☒　If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor:　☒　If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

19. <u>DISBARMENT AND SUSPENSION</u>

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, Contractor hereby acknowledges that prior to execution of this Agreement, County shall <u>require Contractor to certify that it:</u>

A.　Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from the covered transactions by any Federal department or agency; or

B.　Has not within a three-year period preceding this contract been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

C. Is not presently indicted for or otherwise criminally or civilly charged by a government entity terminated for cause or default.

20. <u>LIMITATION OF LIABILITY</u>

Circumstances may arise where, because of a default on Contractor's part or other liability, County is entitled to recover damages from Contractor. Regardless of the basis on which County is entitled to claim damages from Contractor whether in contract or in tort (including breach of warranty, negligence, indemnity, except as otherwise set forth herein, and strict liability in tort), Contractor's entire liability for all claims in the aggregate arising from or related to each service or otherwise arising under this Agreement will not exceed the amount of any actual direct damages up to the greater of $100,000 or the charges (if recurring, 12 months' charges apply) for the service that is the subject of the claim.

This limit also applies to any of Contractor's subcontractors and its program developers. It is the maximum for which Contractor and its subcontractors are collectively responsible.

Except as expressly required by law without the possibility of contractual waiver, under no circumstances is Contractor, its program developers or its subcontractors liable for any of the following even if informed of their possibility:

A. loss of, or damage to, data;
B. special, incidental, exemplary, or indirect damages or for any economic consequential damages; or
C. lost profits, business, revenue, goodwill, or anticipated savings.

The Contractor's indemnification obligations pursuant to Section 7 (Hold Harmless) are not subject to this Section 19.

21. <u>WARRANTY FOR CONTRACTOR SERVICES</u>

Contractor warrants that it performs each Contractor service using reasonable care and skill and according to the current description (including any completion criteria) contained in a Statement of Work. County agrees to provide timely written notice of any failure to comply with this warranty so that Contractor can take corrective action.

THIS WARRANTY IS COUNTY'S EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NON-INFRINGEMENT.

22. <u>OTHER PRINCIPLES OF OUR RELATIONSHIP</u>

Each party will allow the other a reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, i) neither party will bring a contract legal action, regardless of form, arising out of or related to this Agreement more than four years after the cause of action arose; and ii) after such time limit, any legal action arising out of this Agreement and all respective rights related to any such action lapse.

Neither party is responsible for failure to fulfill any non-monetary obligations due to events beyond its control ("Force Majeure Events"). Delays in delivery or in meeting completion dates due to Force Majeure Events will automatically result in extension of completion dates for a period equal to the duration of such events, plus an additional period of time that is reasonable under the circumstances.

Each party grants only the licenses and rights specified in this Agreement. No other licenses or rights (including licenses or rights under patents) are granted either directly, by implication, or otherwise. The rights and licenses granted to County under this Agreement may be terminated if County fails to fulfill its applicable payment obligations.

County authorizes International Business Machines Corporation and its subsidiaries (and their successors and assigns, contractors and IBM Business Partners) to store and use County's business contact information wherever they do business, in connection with Contractor products and services or in furtherance of Contractor's business relationship with County.

No right or cause of action for any Third Party is created by this Agreement, nor is Contractor responsible for any third party claims against County except as described in Section 7 (Hold Harmless).

23. **FEDERAL PROCUREMENT POLICY**
As required by 44 CFR, Part 13, Subpart C, Section 13.36 (i), Contractor hereby acknowledges the following:

(i) *Contract provisions.* Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

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

COUNTY OF SAN MATEO
A Political Sub-division of the
State of California

BY: _____
                    PRESIDENT, BOARD OF SUPERVISORS

DATE: _____

ATTEST:

BY: _____
            CLERK OF SAID BOARD

INTERNATIONAL BUSINESS MACHINES CORPORATION (IBM)

BY: _____
                            (SIGNATURE)

Maria Irma Aguilar
_____
                            (PRINTED NAME)

DATE: January 31, 2014
            _____

)

EXHIBIT A

IBM
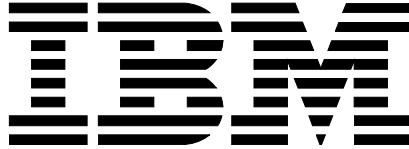
Statement of Work RDIN-9FD2LB

for

IBM i2 COPLINK Supervised Release Monitoring and Alert Module Installation and Data Source Integration Services

Prepared for

County of San Mateo – San Mateo County Sheriff's Office

1.   Overview and Approach

IBM is pleased to present this Statement of Work ("SOW") for services to install and configure the IBM i2 COPLINK ("COPLINK") Supervised Release Monitoring and Alert ("SRMA") Module, integrate the COPLINK data sources listed in section 2.1 and Appendix C into an existing COPLINK Node, and provide one year (twelve months) of on-going integration maintenance and support services for the newly integrated data sources to facilitate connectivity and currency of data flowing into the node.

2.   IBM Statement of Work

This section describes the work to be provided by IBM (the "Services") to County of San Mateo – San Mateo County Sheriff's Office ("Customer", also called "you" and "your" and "SMCSO").

Changes to this SOW will be processed through an amendment to this agreement which will be signed by both parties. The implementation of changes may result in modifications to the Estimated Schedule, Charges, and other terms of this SOW

The following are incorporated in and made part of this SOW:

- Appendix A: Project Procedures
- Appendix B: Materials
- Appendix C: Agency Source Data Information Tables
- Appendix D: Third Party Hardware and Software

2.1   Project Scope

Under this project IBM will:

a. Install and configure the SRMA Module.

b. Integrate the following four (4) data sources into an existing COPLINK Node:

    (1) Sonoma Probation;
    (2) Marin Probation;
    (3) San Francisco Probation; and
    (4) Napa Probation.

c. Provide integration maintenance and support services for the newly integrated data sources noted above.

IBM and SMCSO will each comply with applicable export and import laws and regulations, including those of the United States that prohibit or limit export for certain uses or to certain end users, and each party will cooperate with the other by providing all necessary information to the other, as needed for compliance. Each party will provide the other with advance written notice prior to providing the other party with access to data requiring an export license.

2.2   Definitions

- "Hosting Agency" means the agency hosting the COPLINK node.
- "Contributing Agency" means an organization (e.g. a police department) that contributes a specific Data Source to a COPLINK node.
- "Agency" means either the Hosting Agency or any Contributing Agency. An agency can be a Hosting Agency, a Contributing Agency, or both. Most Agencies are law enforcement organizations, but not all.
- "COPLINK Node" means San Mateo COPLINK Node.
- "Data Source" means the Agency's information database to be integrated into the COPLINK node.
- "COPLINK Database" is a warehouse in the COPLINK data model, containing the converted data from one or more Contributing Agencies, resulting from the integration and migration services performed by IBM.

- "Data Set" is a unit of scope identifying a subset of the information to be migrated from a Data Source to the COPLINK Database.
- "Data Verification" means the review with SMCSO and the Contributing Agency to present how the Data Source information was mapped into COPLINK and to identify any issues associated with that mapping.
- "Data Review" means the review with SMCSO and the Contributing Agency to present the resolution of issues identified during Data Verification.
- "Refresh Verification" means the verification by SMCSO and the Contributing Agency that changes to the Data Source information is reflected within the COPLINK Node.
- "Indirectly Contributing Agency" means a smaller law enforcement entity that includes their Data Source information with the Data Source information of a Contributing Agency.

2.3   Facilities and Hours of Coverage

IBM will:

a. perform work under this SOW for SMCSO's facility in San Francisco, California . IBM will perform the work remotely, except for any project-related activity which IBM determines would be best performed at SMCSO's facility in order to complete its responsibilities under this SOW. Such activity will be billable to you.

b. provide the Services under this SOW during normal business hours, 8:00 AM to 5:00 PM, local time, Monday through Friday, except holidays. If necessary, SMCSO will provide after-hours access to its facilities to IBM personnel. Out-of-town personnel may work hours other than those defined as normal business hours to accommodate their travel schedules.

2.4   IBM Responsibilities

Under this SOW, IBM will undertake the following activities:

Activity 1 - Project Management

IBM will provide project management for the IBM responsibilities in this SOW. The purpose of this activity is to provide technical direction and control of IBM project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

IBM will:

a. review the SOW and the contractual responsibilities of both parties with the SMCSO Project Manager;

b. maintain project communications through the SMCSO Project Manager;

c. coordinate the establishment of the project environment;

d. establish documentation and procedural standards for deliverable Materials;

e. assist the SMCSO Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates; and

f. review with you the hardware required for the performance of this SOW.

Project Tracking and Reporting

IBM will:

a. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with the SMCSO Project Manager;

b. review the IBM standard invoice format and billing procedure to be used on the project, with the SMCSO Project Manager;

c. work with the SMCSO Project Manager to address and resolve deviations from the project plan;

d. attend regularly scheduled project status meetings;

e. report time spent on the project to the SMCSO Project Manager;

f. administer the Project Change Control Procedure with the SMCSO Project Manager; and

g. coordinate and manage the technical activities of IBM project personnel.

Completion Criteria:

This is an ongoing activity which will be considered complete at the end of the Services.

Deliverable Materials:

- Status Reports

Activity 2 - Project Kickoff

The purpose of this activity is to facilitate a high-level project kickoff meeting for SMCSO participants for up to two (2) hours at a mutually agreed date and time.

Under this activity, IBM will perform Services which include the following tasks:

a. Introduce the project participants and Agencies;

b. Discuss project team roles and responsibilities;

c. Review the Services objectives;

d. Provide an overview of the project methodology;

e. Provide SMCSO with a technical questionnaire/checklist packet to be completed by each Participating Agency, as listed in the table below in Appendix D;

f. Provide a sample Memorandum of Understanding document for SMCSO's use with its Participating Agencies that will share their Data Source information, if required;

g. Review the SMCSO environment;

h. Develop a preliminary schedule of activities; and

i. Initiate the Services.

Completion Criteria:

This activity will be considered complete when IBM has conducted the project kickoff meeting.

Deliverable Materials:

- Technical Questionnaire/Checklist
- Sample Memorandum of Understanding, if required
- High-level Timeline

Activity 3 - Install and Configure the SRMA module

The purpose of this activity is to install and configure the SRMA Module.

IBM will:

a. Install and configure the SRMA module.

b. Test the SRMA module to confirm it is working properly.

Completion Criteria:

This activity will be complete when IBM has implemented and tested the SRMA module.

Deliverable Materials:

- None

Activity 4 - Intermediate Machine Configuration and Testing

The purpose of this activity is to provide and configure certain hardware and software.

IBM will:

a. Remotely install and configure the SQL server software listed in Appendix D.

b. Perform a System Test to validate that the hardware and software is ready for Data Migration.

Completion Criteria:

This activity will be considered complete when IBM has installed and tested the Intermediary Server, validating that the software installation is complete and that the server is on line and ready for use.

Deliverable Materials:

- System Test Report confirming Data Migration readiness

Activity 5 - Provide Data Migrator

In this activity, IBM will provide the Data Migrator to SMCSO on IBM-designated machines.

Delivery Location: IBM will deliver the Data Migrator electronically to the location defined in section 2.3 Facilities and Hours of Coverage. IBM personnel will install and configure Data Migrator on the intermediate machine described in Appendix E; it may not be deployed elsewhere.

Open Source Software: Data Migrator may include open source software ("OSS"), which is not licensed by IBM. SMCSO's use of that OSS in connection with Data Migrator is subject to any and all requirements specified by the licenses of those open source materials. These licenses are detailed in the NOTICES.txt file included with Data Migrator.

Completion Criteria:

This activity will be complete when IBM has installed and configured Data Migrator as described above.

Deliverable Materials:

- None

Activity 6 - Data Analysis, Mapping, and Conversion

The purpose of this activity is to extract information from the Participating Agency Data Sources and migrate and integrate that data to create the COPLINK Database within the COPLINK Node.

IBM will:

a. Provide SMCSO with a data storage device (encrypted USB drives) onto which each Participating Agency may download their Data Source information before returning to IBM.

b. Provide an interface to connect to the vendor database on which the Agency Data Source information resides to provide access to such information.

c. Transfer each Participating Agency's Data Source information and Data Source database structures from the data storage device to IBM servers.

d. Verify and analyze the transferred Agency Data Source information and Data Source database structures.

e. Perform limited data cleaning. This data cleaning includes common "cleaning" functions such as standardizing record styles for names, addresses, criminal code and crime types.

EXHIBIT A STATEMENT OF WORK RDIN-9FD2LB / IBM I2 COPLINK SUPERVISED RELEASE MONITORING AND ALERT MODULE INSTALLATION AND DATA SOURCE INTEGRATION SERVICES

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Data Cleaning does not include more intensive data restoration, to correct incomplete or incorrect records in the Data Source, or to standardize name, address or other data included in narrative reports. Intensive data restoration may be undertaken at ISP's request as additional work scope at an additional charge, but will not be included under this SOW.

   f. Map the Agency Data Source information to the COPLINK Database, including the mapping of Agency data codes to COPLINK Database codes.

   g. Standardize and consolidate the Agency Data Source information into a Data Set to be stored in the COPLINK Database.

   h. Migrate the Agency Data Source information, including the Data Set, Document Description, and Entity Description information, as listed in the tables in Appendix C, into the COPLINK Database.

Completion Criteria:

This activity will be considered complete when IBM has migrated the Agency Data Source information into the COPLINK Database.

Deliverable Materials:

   ● None

Activity 7 - Data Verification and Data Review

The purpose of this activity is to validate and correct the Agency Data Source information that has been migrated into the COPLINK Database.

IBM will:

   a. Select a sample set of documents from the Agency Data Source information, as determined by IBM with input from each Participating Agency, to review and validate the conversion of the Agency Data Source information into the COPLINK Database.

   b. Conduct, with assistance from SMCSO, a side-by-side, field-by-field comparison of the selected sample set of documents, comparing the original documents from the Agency Data Source to those same documents migrated into the COPLINK Database.

   c. Document any issues found as a "Blocking" issue or a "Non-blocking" issue and provide a tracking number for each issue found. A "Blocking" issue is one that will be resolved or a workaround provided prior to Data Verification. A "Non-blocking" issue is one that does not have to be resolved prior to Data Verification.

   d. Resolve or provide a workaround for the identified Blocking issues.

   e. Present the issue resolutions to SMCSO and each Contributing Agency.

   f. Provide Data Verification form to SMCSO for sign-off.

Completion Criteria:

This activity will be considered complete when SMCSO's Project Manager receives and signs off on the Data Verification form provided by IBM.

Deliverable Materials:

   ● Data Verification Form

Activity 8 - Data Refresh Verification

The purpose of this activity is to validate the issue resolutions and corrections to the COPLINK Database after Data Verification.

IBM will:

   a. Load a subset of the COPLINK Database in a test environment at the COPLINK Node.

b. Refresh the subset of COPLINK Database from the validated Agency Data Source information.

c. Verify the refresh operation within the COPLINK Database with the Agency representative.

d. Address any remaining Non-blocking issues, unless otherwise agreed.

e. Provide Data Refresh Verification form to SMCSO for sign-off.

Completion Criteria:

This activity will be considered complete when SMCSO's Project Manager receives and signs off on the Data Refresh Verification form provided by IBM.

Deliverable Materials:

● Data Refresh Verification Form

Activity 9 - Annual Integration Maintenance and Support Services for Contributing Data Sources

The purpose of this activity is to provide annual support to SMCSO for the data sources listed in the COPLINK Node indicated by SMCSO and shown in section 2.1, above.

Note that support and maintenance of the actual COPLINK software is provided by IBM under separate agreement between IBM and SMCSO.

IBM will:

a. Provide telephone and email support Monday through Friday, 8:00am-5:00pm MST to SMCSO's authorized representatives for questions and issues regarding the COPLINK Data Sources. Telephone number and email address to be provided separately.

b. Provide a tracking number in response to initial issue reports.

c. Respond with an initial assessment and a resolution plan.

d. Resolve any issue found by IBM to be a defect in (1) the integration services originally rendered or (2) the IBM (formerly i2/KCC) provided software runtime underlying the integration.

e. Monitor the throughput rate and various data statistics to facilitate early identification and resolution of operational issues, under the terms of this SOW.

f. Provide up to 10 hours of support toward:

(1) The modification of a data source integration, when (1) those modifications are necessary as the result of changes to (but not replacement of) SMCSO's data source product and (2) the modifications are within scope of the original data source integration.

(2) Extraordinary data access control requests, e.g. the deletion of a document from the COPLINK warehouse in response to a court-ordered expungement.

The following are excluded from annual support provided by IBM:

a. Any support of the COPLINK software (this support is provided to SMCSO by IBM under separate license and maintenance agreements).

b. Modifications to data source integration made necessary if the data source product is moved from one database platform to another.

c. Modifications to a data source integration that is deemed outside the scope of the original data source integration.

d. Modifications to data source integrations, the node/warehouse, the overall solution architecture, or any other artifact resulting from services, if modifications are necessary as a result of (i) SMCSO error or oversight at the time services were rendered, or (ii) new SMCSO requirements determined after services were completed.

e. Recovery from catastrophic failure of hardware and/or third-party software.

f. Corrective actions necessitated by bulk operations performed on a data source (e.g. rewriting all beat codes on crime reports to align with a new jurisdictional breakdown) without prior notification to and coordination with IBM.

g. Issues resulting from down time or incorrect operation of data sources.

h. Issues related to any third party hardware or software not delivered as part of services originally rendered.

i. Any third party vendor maintenance charges.

j. Bulk deletion of data from the COPLINK warehouse.

Completion Criteria:

This activity will be considered complete when the End Date as set forth in the Schedule of this SOW has been reached.

Deliverable Materials:

- Resolution Plan as needed

2.5   SMCSO Responsibilities

The completion of the scope of work depends on the full commitment and participation of SMCSO management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement, and are to be provided at no charge to IBM. County is required to perform obligations in the Agreement and this SOW without exception. IBM's performance is predicated upon the following responsibilities being managed and fulfilled by SMCSO. Delays in performance of these responsibilities may result in additional cost and/or delay of the completion of the project, and will be handled in accordance with Appendix A-1: Project Change Control Procedure.

2.5.1   SMCSO's Project Manager

Prior to the start of this project, SMCSO will designate a Project Manager who will be the focal point for IBM communications relative to this project and will have the authority to act on behalf of SMCSO in all matters regarding this project.

SMCSO Project Manager's responsibilities include the following:

a. manage SMCSO personnel and responsibilities for this project;

b. serve as the interface between IBM and all County departments participating in the project;

c. administer the Project Change Control Procedure with the IBM Project Manager;

d. obtain and provide information, data, and decisions within three working days of IBM's request unless SMCSO and IBM agree in writing to a different response time;

e. resolve deviations from the estimated schedule, which may be caused by SMCSO;

f. help resolve project issues and escalate issues within SMCSO organization, as necessary;

g. review with the IBM Project Manager any of SMCSO invoice or billing requirements; and

h. create, with IBM's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

2.5.2   SMCSO Other Responsibilities

SMCSO will:

a. provide IBM and its personnel with suitable office space, and other accommodations and facilities that IBM may reasonably require to perform the Services, in particular supplies, computer facilities, telephone/fax communications, high speed internet connectivity and other facilities for IBM personnel while working on this project. The IBM project team will be located in an area adjacent to SMCSO's subject matter experts and technical personnel, and all necessary security badges and clearance will be provided for access to this area. SMCSO will be responsible for ensuring that SMCSO has appropriate backup, security and virus-

checking procedures in place for any computer facilities SMCSO provides or which may be affected by the Services;

b. supply all prerequisite hardware and software to be used during the performance of this SOW. This does not include any hardware or software normally used by IBM consultants in the performance of their day-to-day responsibilities with IBM;

c. ensure that SMCSO's staff is available to provide such assistance as IBM reasonably requires and that IBM is given reasonable access to SMCSO's senior management, as well as any members of SMCSO's staff to enable IBM to provide the Services. SMCSO will ensure that staff has the appropriate skills and experience. If any of SMCSO's staff fails to perform as required, SMCSO will make suitable additional or alternative staff available;

d. if making available any facilities, software, hardware or other resources, obtain any licenses or approvals related to these resources that may be necessary for IBM and its subcontractors to perform the Services. IBM will be relieved of its obligations that are adversely affected by SMCSO's failure to promptly obtain such licenses or approvals;

e. provide all information and materials reasonably required to enable IBM to provide the Services. SMCSO agrees that all information disclosed or to be disclosed to IBM is and will be true, accurate and not misleading in any material respect. IBM will not be responsible for any loss, damage, delay, or deficiency arising from inaccurate, incomplete, or otherwise defective information or materials supplied by SMCSO or SMCSO's representative;

f. if SMCSO is employing other suppliers whose work may affect IBM's ability to provide the Services, unless specifically agreed to otherwise in writing, SMCSO will be responsible for the management of the third parties and the quality of their input and work. Except to the extent IBM specifically agrees otherwise in this SOW, SMCSO is solely responsible for any third party hardware, software or communications equipment used in connection with the Services;

g. make final selection of solution and technical architectures;

h. be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect SMCSO's existing systems, applications, programs, or data to which IBM will have access during the Services, including applicable data privacy, export, import laws and regulations, and product safety and regulatory compliance for non-IBM products including those recommended by IBM. SMCSO is solely responsible for obtaining advice of competent legal counsel as to the identification and interpretation of any relevant laws, rules and regulations that may affect SMCSO's business and any actions SMCSO may need to take to comply with such laws. IBM makes no representations or warranties with respect to product safety or regulatory compliance of non-IBM products;

i. allow IBM to cite, with SMCSO's permission, SMCSO's name and the general nature of the Services IBM performed for SMCSO to IBM's other customers and prospective customers as an indication of IBM's experience, unless both SMCSO and IBM specifically agree otherwise in writing;

j. be responsible for i) any data and the content of any database SMCSO makes available to IBM in connection with a Service, ii) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data, and iii) backup and recovery and integrity of the database and any stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel. IBM's responsibilities regarding such data or database, including any confidentiality and security obligations, are governed by the terms of this SOW, including the referenced Agreement and applicable Attachments (which prevails over the terms of any separate confidentiality agreements) and subject to the Limitation of Liability and other terms in the Agreement; and

k. assign the following personnel for each Client Agency responsible for making decisions regarding the Agency Data Source information during the project kickoff meeting and the Data Verification and Data Review activities:

(1) A command level decision maker

(2) A records department administrator

(3) A sworn law enforcement officer, who will also be a user of the COPLINK Node.

l. protect the Data Migrator from any access not authorized in this SOW and ensure that its use is limited to the services described in this SOW.

m. meet the following prerequisites prior to the start of the IBM Services under this SOW:

(1) Provide connectivity and remote access, via a VPN or other secure dialup access, to the COPLINK Node to be used by IBM for installation, testing and support purposes, and to the hardware comprising the COPLINK solution so that IBM can monitor and maintain the data sources as described in this SOW.

(2) Provide a data network connection employing TCP/IP between all participating agencies, including the Hosting Agency and those listed in Appendix D.

(3) Provide the required floor space, rack space and facilities (including power; lighting; and connectivity) for the hardware to be installed for the Services under this SOW.

(4) Provide the hardware and software listed in Appendix D.

(5) Install and configure the hardware required for the Data Migrator, as specified in Appendix D.

(6) With the exception of SQL software, install and configure the software required for the Data Migrator, as specified in Appendix D.

n. The following responsibilities apply to the Intermediate Machine Configuration and Testing. SMCSO will:

(1) Install any hardware required by this project.

o. The following responsibilities apply to the Data Analysis, Mapping and Conversion. SMCSO will:

(1) Prior to the start of the data analysis, mapping and conversion activity, provide the following to IBM for each vendor database product containing the Agency Data Source information:

(a) return the completed technical questionnaire/checklist packet from each participating Agency to IBM;

(b) database backup data (historical load) for the Agency Data Source information database;

(c) a second database backup upon request (at least one month after the first historical load is provided); and

(d) the Geographic Information System ("GIS") map shape files for geo-coding.

(2) If SMCSO and/or Contributing Agency cannot meet the responsibilities listed above for an Agency Data Source database within 30 days of the kick off meeting, IBM reserves the right to remove that Agency Data Source database from the Participating Agency table. IBM will bill for all work completed up to the most recently stamped milestone.

(3) Ensure that all Agency Data Source databases are using a currently supported version of the database and that all Agency Data Source databases are kept current with support and maintenance. Unsupported or down-level Agency Data Source database will not be included in the data analysis, mapping and conversion activity under this SOW.

(4) Provide a signed Memorandum of Understanding document for each participating Agency; and

(5) Require each Contributing Agency to either (i) copy the Data Source information to an encrypted data storage device provided by IBM and ship the data storage device to IBM, or (ii) send a copy of the Data Source information to IBM via SFTP (Secure FTP).

p. The following responsibilities apply to the Data Verification and Data Review. SMCSO will:

(1) Assist IBM as required with the side-by-side, field-by-field comparison of the selected sample set of documents, comparing the original documents from the Agency Data Source to those same documents migrated into the COPLINK Database.

(2) Make staff available for the data verification and review sessions within 48 hours of completion of the migration activity. IBM will have the right to invoice for this step and continue with the remainder of the project, if the resources are not made available within the time frame specified.

(3) Provide the completed, signed Data Verification form to IBM.

q. The following responsibilities apply to the Data Refresh Verification. SMCSO will:

(1) Assist IBM as required with the data refresh activity.

(2) Provide the completed, signed Data Refresh Verification form to IBM.

r. if IBM requires access to SMCSO's production systems, provide the required hardware (either an assigned desktop or laptop system) for such access. Any hardware provided for this access will be secured at SMCSO's location when not in use by IBM.

s. Designate up to three (3) representatives authorized to contact IBM with questions regarding COPLINK Data Sources during the annual support period.

t. Keep the third party hardware and software used for the COPLINK node current with any fixes and upgrades during the period of annual support.

u. Schedule (1) Geographic Information System ("GIS") map updates, (2) Lookup updates, (3) node upgrades with IBM.

v. Notify IBM of bulk operations to be performed on data sources.

w. Acknowledge that:

(1) IBM reserves the right to subcontract services to technically qualified Consultants.

(2) Some or all data sources may require purchasing tools or interfaces from the Vendor of the product. SMCSO is responsible for purchasing those if necessary.

x. if IBM requires access to SMCSO's production systems, provide the required hardware (either an assigned desktop or laptop system) for such access. Any hardware provided for this access will be secured at SMCSO location when not in use by IBM.

2.6   Deliverable Materials

IBM will provide SMCSO with the tangible items listed in Appendix B, if any, which will be provided as Type II Materials.

IBM or its suppliers will own the copyright in Materials created as part of a Services transaction that are identified as Type II Materials. IBM grants Customer an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute (within Customer's Enterprise only) copies of Type II Materials.

IBM or its suppliers retains ownership of the copyright in any of IBM's or its suppliers' works that pre-exist or were developed outside of this Agreement and any modifications or enhancements of such works that may be made under this Agreement. To the extent they are embedded in any Materials, such works are licensed in accordance with their separate licenses provided to Customer, if any, or otherwise as Type II Materials.

Each party agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the licenses granted in this section.

2.7   Completion Criteria

IBM will have fulfilled its obligations under this SOW when any one of the following first occurs:

a. IBM accomplishes the activities set forth in the "IBM Responsibilities" section and delivers to SMCSO the Materials listed, if any; or

b. SMCSO or IBM terminates the project in accordance with the provisions of this Agreement.

2.8 Additional Terms and Conditions

2.8.1 Intellectual Property Services Components

Intellectual Property Services Components Definition

Intellectual Property Services Components ("IPSCs") are preexisting IBM or third party literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings and similar works) that IBM may license to SMCSO or that IBM may use when providing a Service. IPSCs are not Products or Materials as such terms are defined in the Agreement.

IPSC License Grant

Subject to the section entitled "IPSC Special Terms," IBM grants SMCSO an irrevocable, nonexclusive, paid-up license to use, execute, copy, display, and distribute, all within the SMCSO Enterprise only, the following IPSC:

● IBM i2 COPLINK Data Migrator

IPSC Special Terms

a. IBM or third parties have all right, title, and interest (including ownership of copyright) in IPSCs and IPSCs are licensed, not sold. Notwithstanding the definition of IPSC above, an IPSC shall be considered a Product for the purposes of the Agreement section entitled "Limitation of Liability" only, without reference to any other section.

b. IPSCs are provided "AS IS" AND IBM MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO IPSCs, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND DOES NOT INDEMNIFY AGAINST OR PROVIDE ANY REMEDY REGARDING THIRD PARTY INTELLECTUAL PROPERTY CLAIMS. Under no circumstances shall IBM be liable for any damages arising out of SMCSO's use of the IPSC.

c. The IPSC License granted to SMCSO is limited solely to SMCSO's COPLINK solution, as specified in this SOW. No other entity in SMCSO shall be permitted access to the IPSC unless separately contracted with IBM.

d. The IPSC License granted is for internal use only and includes the right to make and install copies of the IPSC to support such use, and the right to make one copy of the IPSC for backup and recovery purposes.

e. The terms of this license apply to each copy SMCSO makes of the IPSC. SMCSO agrees to reproduce all copyright notices and all other legends of ownership on each copy.

f. All modifications and the modified IPSC made by IBM under this or any SOW and all rights therein (including copyrights), shall belong exclusively to IBM, but shall be subject to this IPSC License. If requested by IBM to perfect IBM's ownership rights (including copyrights) in such modifications or the modified IPSC, SMCSO agrees to execute all documents necessary to perfect IBM's ownership rights.

g. SMCSO agrees not to: i) sublicense, assign, or transfer the license for the IPSC, ii) sell, lease, license or otherwise distribute the IPSC to any third party, iii) reverse assemble, reverse compile, or otherwise obtain or attempt to obtain the source code of the IPSC except as specifically permitted by law without the possibility of contractual waiver, or iv) sublicense, assign, or transfer the license for the IPSC to a successor, acquired, or acquiring organization by merger or acquisition. Any attempt to do items (i), (ii) or (iv) is void.

h. IBM may terminate this license if SMCSO does not comply with any of the terms of this SOW.

i. Upon termination, SMCSO agrees to destroy, and make no further use of, the IPSC, and certify such destruction to IBM.

j. This term only applies to the OSS included with the IPSC and listed in the IBM Responsibilities section above. OSS that IBM may install, update, access or otherwise use for SMCSO under this SOW is distributed (except as may be provided by the SOW) and licensed to SMCSO by the non-IBM OSS distributors and/or respective copyright or other right holders under their terms and conditions. IBM is not a distributor (except as may be provided by the SOW), licensee or licensor of such OSS, and performs the work described in this SOW on

SMCSO's behalf. Notwithstanding anything to the contrary contained in the Agreement, IBM makes no express or implied warranties or representations with respect to such OSS and provides no indemnity for such OSS. IBM grants no express or implied patent or other license with respect to such OSS. IBM is not liable for any damages arising out of the use of OSS. Any modification or creation of derivative works of any OSS is outside the scope of this SOW.

Appendix A: Project Procedures

A - 1: Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

a. IBM and SMCSO may determine that it is necessary to exceed the number of estimated hours for the Services as stated in the "Charges" section. In such event, additional hours and funding will be authorized by an amendment to this agreement.

b. The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request (amendment) to the other party.

c. Both Project Managers will review the proposed change and agree to implement it, recommend it for further investigation, or reject it.

d. An amendment must be accepted by authorized representatives from both parties to authorize implementation of any agreed changes to the SOW and the Agreement. Until a change is agreed to, both parties will continue to act in accordance with the latest agreed version of the SOW.

e. An amendment that has been signed by authorized representatives from both parties constitutes a change authorization for purposes of this SOW and the Agreement.

A - 2: Deliverable Materials Acceptance Procedure

Except for Status Reports, Project Plans/Schedules, and Student Course Materials, deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

a. One printed draft of the deliverable Material will be submitted to County Project Manager. It is the SMCSO Project Manager's responsibility to make and distribute additional copies to any other reviewers.

b. Within five business days of receipt, SMCSO Project Manager will either accept the deliverable Material or provide the IBM Project Manager a written list of requested revisions. If IBM receives no response from SMCSO Project Manager within five business days, then the deliverable Material will be deemed accepted.

c. The IBM Project Manager will consider SMCSO's timely request for revisions, if any, within the context of IBM's obligations under this SOW.

d. Those revisions agreed to by IBM will be made and the deliverable Material will be resubmitted to the SMCSO Project Manager, at which time the deliverable Material will be deemed accepted.

e. Any conflict arising from this deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-3.

A - 3: Escalation Procedure

The following procedure will be followed to resolve a conflict arising during the performance of this SOW.

a. When a conflict arises between SMCSO and IBM, the project team member(s) will first strive to work out the problem internally.

b. Level 1: If the project team cannot resolve the conflict within two working days, the SMCSO Project Manager and the IBM Project Manager will meet to resolve the issue.

c. Level 2: If the conflict is not resolved within three working days after being escalated to Level 1, the SMCSO Executive Sponsor will meet with the IBM Project Executive to resolve the issue.

d. If the conflict is resolved by either Level 1 or Level 2 intervention, the resolution will be addressed in accordance with the Project Change Control Procedure set forth in Appendix A-1.

e. If the conflict remains unresolved after Level 2 intervention, then either party may terminate this SOW in accordance with the "Term and Termination" section (Section 4) of this Agreement..

f. During any conflict resolution, IBM agrees to provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. SMCSO agrees to pay invoices per this SOW and the Agreement.

Appendix B: Materials

B - 1: Status Reports

Purpose:

IBM will provide status reports advising SMCSO's Project Manager of the progress and status of the IBM activities. The report will outline the IBM activities and describe the status of tasks worked on during that period. Significant accomplishments, milestones, and problems will be identified.

Content:

The report will consist of the following, as appropriate:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Project change control summary
- Problems, concerns, and recommendations
- Tasks for next reporting period
- Key resource or other requirements for reporting periods
- Other items of importance

Delivery:

IBM will deliver one (1) reproducible soft copy to SMCSO's Project Manager.

B - 2: Technical Questionnaire/Checklist

Purpose:

The purpose of this survey is to give IBM a technical understanding of the structure of SMCSO's source system and insight into factors that will affect the deployment of your data source into the COPLINK production environment. Please complete this questionnaire electronically and return it to SMCSO's IBM Project Manager. A completed survey is required before SMCSO's agency's kick-off meeting can be scheduled and before the integration of SMCSO's data source can begin.

Content:

The questionnaire/checklist will include the following information:

- Agency Info
- Roster
- Product Information
- First Encounters or Custom Systems
- Contributing Agencies
- Participation Requirements
- Documents Contained
- Mug Shots/Images
- Network Topology
- Miscellaneous Information

Delivery:

IBM will deliver one (1) copy of this document in softcopy format.

B - 3: Sample Memorandum of Understanding

Purpose:

Provide an example of what IBM requires with regards to any inter-agency MOUs SMCSO has in place with regards to their data sharing initiative.

Content:

Terms and conditions related to the data sharing initiative between the Agencies.

Delivery:

IBM will deliver one (1) copy of this document in softcopy format.

B - 4: High-level Timeline

Purpose:

Provide high-level timeline for the project.

Content:

The timeline will show the anticipated time frame for each activity in the SOW.

Delivery:

IBM will deliver one (1) copy of this document in softcopy format.

B - 5: System Test Report Confirming Data Migration Readiness

Purpose:

The purpose of this report is to provide SMCSO with a document that shows the results of the system testing of the COPLINK Node.

Content:

The content of this document will include the testing results for the various elements of the COPLINK Node.

Delivery:

IBM will deliver one (1) copy of this document in softcopy format.

B - 6: Data Verification Form

Purpose:

To provide a sign-off form for the Data Verification activity; this constitutes completion of the Data Verification services. This checklist is created based on agency scoped source document types. It is a sign off from the agency that we have fixed any issues from the first session and are signing off on the data as acceptable and correct to move into production.

Content:

Checklist of tasks completed during the Data Verification services.

Delivery:

IBM will deliver one (1) copy of this document in softcopy format.

B - 7: Data Refresh Verification Form

Purpose:

To provide a sign-off form for the Data Refresh activity; this constitutes completion of the Data Refresh services.

Content:

Checklist of tasks completed during the Data Refresh services.

Delivery:

IBM will deliver one (1) copy of this document in softcopy format.

B - 8: Resolution Plan As Needed

Purpose:

To outline the resolution of the valid, in-scope issue.

Content:

Written resolution of the issue.

Delivery:

IBM will deliver one (1) copy of this document in softcopy format via email or in a trouble ticket accessible by SMCSO.

Appendix C: Agency Source Data Information Tables

Agency Name	Participating Agencies	Vendor Name	Product Name	Product RDBMS	Data Set Type
San Mateo	Sonoma Probation Marin Probation San Francisco Probation Napa Probation	TBD	TBD	SQL-92 Compliant	Probation

The following table if for reference only. The Data Set Type listed above is defined by the documents and entities included as outlined below.

Agency Data Source Data Sets Description		
Customer Agency Data Set Type	**Standard Data Migrated**	**Data Not Migrated**
Records Management System (RMS)	Department Reports Supplemental Reports Traffic Collisions Miscellaneous Incident Citations Field Interviews Permits Pawns Supervisions (Registration) Supervisions (Court Ordered)	Jail Management System (JMS) data Mug Shots CAD data AFIS data Probation data Court data CJIS data Vehicle Tow data Intelligence documents Crime Analysis documents Civil Process documents Arraignments Watch Lists Motor Vehicle Dept. Images

Agency Data Source Data Sets Description		
Customer Agency Data Set Type	**Standard Data Migrated**	**Data Not Migrated**
Jail Management System (JMS)	Bookings Visitations* (*only if Visitor Type data is available) Supervisions (Court Ordered) Mug Shots* (*only if native to the JMS)	Jail Financial Management Commissary Records Internal Jail Communication Jail Resource Management Background Checks Employee Personnel Files & Applications Internal Jail activity Inmate Cell information Inmate Transport Records Inmate schedules Inmate grievances Inmate mail; Email; telephone calls Inmate Escape records Inmate Court activity Inmate Work programs & related skills Inmate Medical data Inmate Behavior records Inmate Handling Instructions Inmate Visit Authorizations Inmate Privileges Inmate Property Inmate Property Tracking Inmate Next of Kin Inmate Holds Earliest Possible Release date Anticipated Release date Sentence Start & End date Inmate Probation & Release Schedules Sentence Adjustments Conditions of Bail Released To information Inmate address & phone after Release Lineups Inmate Vehicles Inmate Vehicle Storage
Computer Aided Dispatch (CAD)	Occurrences/Calls for Service (CFS)	N/A
Probation or Parole (Probation/Parole System)	Supervisions (Court Ordered) Supervisions (Parole) Supervisions (Probation)	N/A
Automated Fingerprint Identification System (AFIS)	Identification Documents	N/A
Criminal Justice Information System (CJIS)	Warrants	N/A
Traffic Collision System	Traffic Collisions	N/A
Citation System	Citations	N/A
Pawn System	Pawn Tickets	N/A
Department of Motor Vehicles Registration System (DMVR)	Permits	N/A
Department of Motor Vehicles License System (DMVL)	Permits	N/A

Agency Data Source Data Sets Description		
Customer Agency Data Set Type	**Standard Data Migrated**	**Data Not Migrated**
License Plate Reader System (LPR)	LPR Reports	N/A
Gang System	Field Interviews Supervisions (Registration) Intel Documents (Tips)	N/A

Agency Data Source Document Descriptions		
Document	**Description**	**Standard Data Elements Migrated**
Departmental Reports	Records the occurrence of a crime, police action taken, or information that a law enforcement officer deems significant enough to create a permanent record of an incident	Incident Begin Time/Date Incident End Time/Date Report Number Beat Grid Crime Type(s) Arrest Type Arrest Number Arrest Charge
Supplemental Reports	Records activities of law enforcement officers as they continue to investigate a specific Departmental Report	Same as Departmental Reports
Traffic Collisions	Records a collision of one vehicle with another vehicle, person, or other object	Same as Departmental Reports
Miscellaneous Incidents	An abbreviated form of a report that describes a minor incident that does not require any follow-up investigation. This document type is created only in cases where Departmental Reports can be distinguished from Miscellaneous Reports	Same as Departmental Reports
Citations	Represent a judicial summons issued to a person by a law enforcement official as the result of a minor occurrence, typically in response to a traffic infraction or misdemeanor	Citation Type Citation Number Citation Status Beat Grid Citation Charge
Field Interviews	Contain information about contact between a law enforcement officer and at least one individual for any activity an officer feels is suspicious	Field Interview Type Field Interview Number Beat Grid
Pawn Tickets	Contain information about persons and property involved in a pawn transaction	Pawn Ticket Number Pawn Shop Name
Permits	Represent permissions granted to an individual such as the privilege to carry a concealed weapon, a driver's license, or handicap parking permit	Permit Type Permit Number Permit Status Grid

Agency Data Source Document Descriptions		
Document	**Description**	**Standard Data Elements Migrated**
Supervisions (Court Ordered)	An official proclamation by a judge that defines the legal relationship between the parties to a hearing, a trial, an appeal, or other court proceedings. Such ruling requires or authorizes the carrying out of certain steps by one or more parties to a case. Types of Court-Ordered Supervisions include: Community Supervision Drug Court Supervision Federal Court Supervision Juvenile Court Supervision Miscellaneous Court Supervision Prohibited Possessor (Firearm) Court Order of Protection Travel Restriction No Trespass Temporary Restraining Order Work Release Pre-Trial Release	Supervision Type Supervision Reference Number Supervision Start Date Supervision End Date Supervision Status
Supervisions (Registration)	Records the periodic registration of an individual who has been ordered by the court to report home location and other pertinent information as deemed by local law enforcement or the court. Types of Registration Supervisions include: Registered Gang Member Registered Arson Registered Felon Registered Repeat Offender Registered Sex Offender Registered Narcotic Offender	Supervision Type Supervision Reference Number Supervision Start Date Supervision End Date Supervision Status
Supervisions (Parole)	A type of Supervision managed by the justice system after a conditional early release of a person from incarceration. Parole includes only: Parole Supervision	Supervision Type Supervision Reference Number Supervision Start Date Supervision End Date Supervision Status
Supervisions (Probation)	A type of Supervision managed by the justice system after a conditional early release of a person from incarceration. Probation includes only: Probation Supervision	Supervision Type Supervision Reference Number Supervision Start Date Supervision End Date Supervision Status
Supervisions (Incarceration)	Records the imprisonment of an individual. Incarceration includes only: Incarceration Supervision	Supervision Type Supervision Reference Number Supervision Start Date Supervision End Date Supervision Status
Bookings	Records the admittance of a person into a jail facility (not a prison)	Booking Charge Booking Time/Date Release Time/Date Release Agency Release Location Release Reason Release Officer
Visitations	Represent the visitation between an inmate and at least one other person. A "Visitor Type" field is required for this document.	Visitor Type Visitation Number Date Begin/End Time Duration

Agency Data Source Document Descriptions		
Document	**Description**	**Standard Data Elements Migrated**
Warrants	Represent the authority to arrest an individual for the commission of a specific crime	Warrant Type Warrant Category Warrant Number Court Docket Number Warrant Status Warrant Charge
Occurrences	Represent a request for assistance by an individual. Such requests are often filed through local 911 services after the observance of a crime, suspicious activity, or because of a dire need for medical treatment	Occurrence Number Priority Code Out Type (indication of how call was routed to the field) Call Source Type Beat Grid
Identification Documents	Represent the identification of an individual by a law enforcement agency.	Identification Document Number
LPR Reports	Records the location and license plate of a vehicle surveilled by devices capable of Automatic Number Plate Recognition (ANPR)	Report Date/Time Report ID Number

Entity Descriptions		
Entity	**Standard Data Elements Migrated**	**Data Elements Not Migrated**
Persons	Name Alias(s) Gender Date of Birth Height Weight Eye Color Hair Color Race Ethnicity Marks Modus Operandi (MO) Appearances Caution Flags Gang Members Registered Offenders Employer Operator License Number Social Security Number State ID FBI ID Local ID	Religion Education Level Skill Set Dependent/Custody Financial Need Status/Indigent Fingerprints Citizenship Status Marital Status Sexuality Languages Spoken
Organizations	Name Organization Type	N/A
Officers	Name Badge Number	Personal Information

Entity Descriptions		
Entity	**Standard Data Elements Migrated**	**Data Elements Not Migrated**
Vehicles	Vehicle Identification Number (VIN) Class Make Model Style Year Color License Plate	Vehicle Impounds
Weapons	Type Manufacture Type Serial Number Color	N/A
Properties	Category Type Size Make Model Color Serial Number Quantity	N/A
Securities	Type Issuer Serial Number Denomination Quantity Value	N/A
Phones	Phone Number	N/A
Locations	Latitude/Longitude Address	N/A

Standard Entities Per Document									
Document \ Entity	**Persons**	**Organizations**	**Officers**	**Vehicles**	**Weapons**	**Properties**	**Securities**	**Phones**	**Locations**
Departmental Reports	Y	Y	Y	Y	Y	Y	Y	Y	Y
Supplemental Reports	Y	Y	Y	Y	Y	Y	Y	Y	Y
Traffic Collisions	Y	Y	Y	Y	Y	Y	Y	Y	Y
Miscellaneous Incidents	Y	Y	Y	Y	Y	Y	Y	Y	Y
Citations	Y	Y	Y	Y	Y	Y	Y	Y	Y
Field Interviews	Y		Y	Y				Y	Y
Pawn Tickets	Y	Y		Y	Y	Y		Y	Y
Permits	Y			Y	Y			Y	Y

Supervisions	Y	Y	Y					Y	Y
Bookings	Y		Y					Y	
Visitations	Y			Y				Y	
Occurrences	Y	Y	Y	Y	Y	Y	Y	Y	Y
Warrants	Y	Y	Y	Y	Y	Y	Y	Y	Y
Identification Documents	Y	Y						Y	Y
LPR Reports				Y					X,Y cords
	Y = Yes, when available in the source system								

Appendix D: Third Party Hardware And Software

The following third party hardware and software (or their equivalents) is required for the Services. Client will provide this hardware and software.

THIRD PARTY HARDWARE	Integration Box (Desktop)
Item	DELL OptiPlex 960 Small Form Factor or equivalent
Quantity	Per Data Source
Processor	Intel Core 2 Duo E8400
Clock Speed	3Ghz
Memory	4GB, DDR2 Non-ECC SDRAM, 800Mhz
Hard Drive	2x160GB 7200 RPM SATA 3.0GB/s & 8MB DataBurst
Hard Drive Configuration	RAID-1
Operating System	Windows 7 Professional x64
Redundant Power	No
Peripherals and Accessories	2U Shelf, 19" Rack shelf, 13" deep

THIRD PARTY SOFTWARE	Integration Box
Third Party Software	Java RE 1.6, MS SQL Server 2008 R2 Std, Cygwin, OpenSSH

EXHIBIT B
PAYMENTS AND RATES

1. <u>CHARGES</u>

A. <u>IBM i2 COPLINK Supervised Release Monitoring and Alert Module Installation and Data Source Integration Services (Exhibit A)</u> –

1.1 the Services will be conducted on a fixed price basis. The fixed price for performing the Services defined in accordance with the table below will be $116,000.00.

1.2 This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

1.3 Because the services will be performed remotely, IBM does not expect to incur any travel and living expenses associated with this engagement.

    1.3.1 Should applicable taxes, travel and/or living expenses, and/or other reasonable expenses be incurred in connection with the Services outlined in this agreement, such charges must be mutually agreed upon in writing through an amendment to this agreement, signed by both parties prior to incurring the additional charges.

1.4 Milestones. IBM will invoice you for the Services performed in accordance with the table below.

Date or Milestone	Charges
Milestone 1 – Completion of Project Kickoff	$15,000.00
Milestone 2 – Completion of SRMA Module installation	$8,000.00
Milestone 3 – Completion of Data Refresh Verification for Marin Probations Data Source	$20,000.00
Milestone 4 – Completion of Data Refresh Verification for Napa Probations Data Source	$20,000.00
Milestone 5 – Completion of Data Refresh Verification for San Francisco Probations Data Source	$20,000.00
Milestone 6 – Completion of Data Refresh Verification for Sonoma Probations Data Source	$20,000.00
Sub-Total, COPLINK Install and Data Source Integration Service Charges:	**$103,000.00**
Annual Integration Maintenance and Support Services for Data Sources (12 months): $3,250.00 due for each source upon completion of Data Refresh Verification.	$13,000.00
Total Service Charge:	**$116,000.00**

2. <u>PAYMENTS</u>

2.1 Contractor shall prepare and submit monthly invoices for payment of services rendered in accordance with the policies and procedures established by the County's Controller's Office. County shall pay Contractor, upon receipt of an invoice and County's acceptance of services rendered. Each invoice submitted must include the following information, at a minimum:

- Agreement Number
- Time period covered
- Detailed statement of services/work completed for the invoiced period

2.2 In any event, the total payment for services of Contractor shall not exceed $116,000.00. County shall have the right to withhold payment if County determines that the quality or quantity of work performed

is unacceptable. Payment is due upon receipt of invoice and payable within thirty days. County agrees to pay accordingly, including any late payment fee.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

☐ a. Employs fewer than 15 persons.

☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:	**Maryann Castoro**
Name of Contractor(s):	**IBM Corporation**
Street Address or P.O. Box:	**294 Route 100**
City, State, Zip Code:	**Somers, NY 10589**

I certify that the above information is complete and correct to the best of my knowledge

Signature:	*Maria D. Aguilar*
Title of Authorized Official:	**Quality Assurance Representative**
Date:	**January 17, 2014**

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."