

EXHIBIT A

STATEMENT OF WORK

FOR

GOTHAM CONSULTING

SERVICES

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1.0 OBJECTIVE

- 1.1 The Los Angeles County Sheriff's Department (Department) Joint Regional Intelligence Center (JRIC) seeks a Contractor to provide consulting services (Services) for its current Gotham software.
- 1.2 Contractor's Services must include, but are not limited to, break-fix maintenance, technical support, and other professional services. The word "Contractor" includes Contractor, Contractor's staff and/or its subcontractors.
- 1.3 Terms or phrases with initial letter capitalized, where applicable, whether singular or plural, will have the meanings set forth in Paragraph 2 (Definitions) of the Contract, whenever such terms are used in this Statement of Work (SOW).

2.0 BACKGROUND

- 2.1 The Gotham software application is proprietary to Palantir Technologies, Inc. (Palantir). The County's installation has been maintained and updated by Palantir for over ten years.
- 2.2 JRIC operates as a collaborative partnership between federal, state, and local law enforcement/public safety agencies focused on enhancing coordination, information sharing, regional preparedness, training, and investigative support/analysis for first responders and other public and private partners in the region.
- 2.3 JRIC uses the Gotham software application for coordinating and analyzing information. The County's JRIC system currently includes 115 Gotham licensed cores, with 128 disaster recovery licenses and 29 applications, 16 production servers and 13 staging servers (back-up servers) that are maintained by the County.
- 2.4 Gotham is utilized by over 60 law enforcement/public safety agencies throughout the JRIC's area of responsibility (AOR), which includes the following counties: Los Angeles, San Bernardino, Riverside, Santa Barbara, San Luis Obispo, and Ventura.

3.0 GENERAL REQUIREMENTS

- 3.1 Contractor must provide all Services described in this SOW, at a minimum, to ensure optimal 24/7 operational status of JRIC's Gotham applications.
- 3.2 Contractor's staff must be proficient in the following programming languages/systems:
 - a. Java,
 - b. Unix Systems (Red Hat / CentOS),
 - c. Oracle,
 - d. Git,
 - e. Gradle, and
 - f. Jenkins.
- 3.3 Contractor's staff must be proficient in the following developmental languages and tools:
 - a. Groovy,
 - b. Elastic Search,
 - c. Apache / NginX, and
 - d. PostgreSQL.
- 3.4 Contractor must acknowledge service calls from County Project Manager within one hour for urgent requests, or the next Business Day for non-urgent requests, as determined by County Project Manager. Response times to resolve urgent and non-urgent requests are determined by the severity levels listed in Paragraph 5.3 (Resolution of Errors) of this SOW.
- 3.5 Any issue discovered and/or deemed urgent by Contractor must be communicated to County Project Manager immediately via telephone call and, if necessary, a follow-up email. The issue will then follow the guidelines set forth in Paragraph 5.4 (Error Resolution Process) of this SOW.
- 3.6 Contractor must coordinate with County and/or JRIC staff tasked with operating and maintaining the technical infrastructure and security mechanisms underlying the Gotham application.
- 3.7 Contractor must immediately notify County Project Manager of any perceived security problems or security breach attempts to the Gotham application.

- 3.8 Contractor must run all test scripts and, as applicable, test any authorized modifications to Gotham applications in the staging environment only.
- 3.9 Contractor must provide support to County and/or JRIC staff who are qualified to import modifications from the staging environment to the Gotham production environment. County Project Manager will email Contractor a list of County and/or JRIC staff who are authorized to modify the production environment, and will update that list from time to time, as necessary. Contractor must provide authorized County and/or JRIC staff with instructions for implementing the modification. Contractor must validate that the Gotham production environment was appropriately changed.
- 3.10 Contractor must keep a detailed activity log which includes, but is not limited to: Work Requests received, Errors or alarms detected, specific Work performed by key staff and the amount of time for that Work, materials involved, as applicable, problems or concerns encountered (if any), results attained from Work performed, and lessons learned (if any). Contractor must provide the activity log to County Project Manager for review, upon County Project Manager's request.
- 3.11 Contractor must provide daily status updates to County Project Manager via telephone and/or email (as directed by County Project Manager) when there exists any of the following: (a) unresolved malfunctions, (b) Work-in-progress, and (c) other issues related to Contractor's Work (e.g. integration delay with the data, ALPR images not displaying, and email alerts not being sent out).
- 3.12 Contractor Project Manager must take responsibility for all Work performed and serve as the primary point of contact for the County.
- 3.13 Contractor must provide, at its own expense, any personal computers, office equipment, transportation, parking, and insurance needed to carry out the tasks in this SOW. All equipment, software, data, and communications used in connection with Contractor's Work herein are subject to the County's security procedures, directives, and oversight. JRIC's information technology technician may require prior approval for any devices that Contractor wishes to use for Work herein.
- 3.14 Contractor must carry out all Work within a timeframe determined by the County.
- 3.15 Contractor must review each Work Request and provide an estimate of staff-hours and calendar days to complete the Work Request. County Project Manager will not unreasonably delay authorization of Work. Should Contractor discover, while executing such Work, that the original time estimate will be exceeded, Contractor must immediately contact County Project Manager to revise the estimate and seek authorization to continue with the

Work. Notwithstanding the foregoing, Contractor must endeavor to complete the Work Request within the original time estimated.

- 3.16 Except where Contractor obtains the County's prior written approval, Contractor must perform all Work only from, or at locations within, the United States.
- 3.17 Contractor must email County Project Manager a quarterly status report by the first Friday of the following month (e.g., January, April, July, and October). The report must contain, at a minimum, the following:
 - a. The month of the report,
 - b. Contractor's main administrative point of contact which includes contact's name, phone number, and email address,
 - c. All quarterly activities regarding the Gotham application, and
 - d. Issues (risks and proposed mitigations, etc.) designated as urgent and routine which require County Project Manager's attention.
- 3.18 Contractor must attend a monthly meeting and/or conference call at the discretion of County Project Manager, at no additional charge to the County.
- 3.19 Contractor must keep and maintain records of Errors utilizing an Error tracking system. Such records must be provided to County and/or the JRIC staff upon request and must minimally include:
 - a. Dates and times Error(s) were reported,
 - b. Application name, if applicable,
 - c. Severity Level of Error(s), if applicable,
 - d. Description of Error(s), and
 - e. Dates and times Error(s) were resolved.

4.0 SPECIFIC REQUIREMENTS

- 4.1 Contractor must ensure the continuous operation and optimization of all Gotham functionalities (e.g., custom capabilities, applications, workflows, external data source integrations, and existing internal and external system interfaces) including, but not limited to:
 - a. Web Pages:
 - i. Palantir Launch Page, and

- ii. Sharepoint General Archive Messages (Counter Terrorism, JRIC Messaging, Department Info, New York Police Department Terrorism Threat Awareness Group, and Wanted).
- b. Front End Applications:
 - i. Clueman,
 - ii. Simple Web Search,
 - iii. Gotham Workspace, and
 - iv. Automated License Plate Reader (ALPR) Web.
- c. Gotham Workspace Modules:
 - i. Tips and Leads,
 - ii. Department Sol,
 - iii. Graph,
 - iv. Map, and
 - v. Object Explorer.
- d. Data Integrations:
 - i. Suspicious Activity Report (SAR) Intake (Netsential),
 - ii. Enterprise,
 - iii. Los Angeles Regional Crime Information System (LARCIS),
 - iv. Regional Allocation of Police Services (RAPS),
 - v. Jail Visitations,
 - vi. Replicated Automated Justice Information System (RAJIS),
 - vii. Countywide Warrant System (CWS),
 - viii. Crossroads,
 - ix. California Law Enforcement Telecommunications System (CLETS),
 - x. Inmate Visitation Scheduling System (IVVS),

- xi. Los Angeles County Warrant System (LACWS),
 - xii. Post-Release Community Supervision (PRCS),
 - xiii. Long Beach Police Department Records Management System (LBPDM),
 - xiv. Los Angeles Police Department Automated Fingerprint Identification System (LAPD AFIS) - Historical (as of June 2021),
 - xv. Los Angeles Police Department Crime Analysis Mapping System (LAPD CAMS) – Historical (as of June 2021),
 - xvi. Burbank PD – Citations,
 - xvii. ALPR – Department only (Burbank needs to be investigated/Glendale changed systems), and
 - xviii. Digital Sandbox Critical Infrastructure.
- e. Plugins:
 - i. SAR export to e-Guardian, and
 - ii. JANUS (confidential informant database).
 - f. Backend Service Applications:
 - i. Data retention / purge toolkit,
 - ii. Whitebird (auditing tool),
 - iii. Multipass (user management tool), and
 - iv. Pem (user statistics tool).

5.0 SCOPE OF SERVICES

5.1 Break-fix Maintenance

- 5.1.1 Contractor must complete all urgent break-fix maintenance (as determined by both County Project Manager and Contractor) during an agreed-upon scheduled maintenance window. Maintenance may consist of, but not be limited to, data and system cleanups, solid-state drive or disk drive optimization, or any type of Work needed to ensure Gotham is working at an optimum level.

- 5.1.2 Contractor must complete all non-urgent break-fix maintenance and repairs during County business hours, Monday through Friday between 6:00 am and 6:00 pm (Pacific Time), excluding County-observed holidays and weekends.
- 5.1.3 Any break-fix maintenance or repairs that would cause the County to incur system downtime [refer to Paragraph 5.5 (Downtime) below], must be performed during non-business hours or during off-peak hours, or at the sole discretion of the County Project Manager, and will be scheduled as agreed-to by the parties. Should the system need to be taken offline, Contractor must provide notification of system unavailability to all users on the launch page.
- 5.1.4 All break-fix maintenance must be performed remotely unless otherwise agreed-to by the parties.
- 5.2 Urgent and non-urgent break-fix software response and repair times are described in Paragraph 5.3 (Resolution of Errors) below.
- 5.3 Resolution of Errors

System Errors (malfunctions) will be assigned a severity level by County Project Manager. Contractor must correct the Error in accordance with the respective severity level Response Times and Target Resolution Times as described below.

*P0 and P1 Errors must be resolved as they occur 24/7, 365 days/year.

| SEVERITY LEVEL | DESCRIPTION OF DEFICIENCY (ANY ONE OF THE FOLLOWING) | SERVICE RESPONSE TIMEFRAME* | TARGET RESOLUTION TIME* |
|----------------|---|---|--|
| P0* – Urgent | Renders the Gotham application inoperative or causes the Gotham application inoperative or causes such Gotham application to fail catastrophically. | Within one hour of the County's notification. | Within two hours of the County's notification, or as agreed-to by the parties. On-site repairs may be requested the County. |

| SEVERITY LEVEL | DESCRIPTION OF DEFICIENCY (ANY ONE OF THE FOLLOWING) | SERVICE RESPONSE TIMEFRAME* | TARGET RESOLUTION TIME* |
|-----------------------|---|--|--|
| P1* – Urgent | Substantially degrades the performance of the Gotham application or materially restricts the use of the Gotham application. | Within one hour of the County's notification. | Within two hours of the County's notification, or as agreed-to by the parties. |
| P2 – Non-Urgent | Causes only a minor impact on the use of the Gotham application functionality. | Within 24 Business Hours of the County's notification. | Within 24 Business Hours of the County's notification. |
| P3 – Non-Urgent | Causes only a very minor impact on the use of the Gotham application (e.g., document typos, handled Error messages). | Within 24 Business Hours of the County's notification. | During the next agreed-upon scheduled maintenance window. |

5.4 Error Resolution Process

- a. P0 and P1 Errors (Urgent) – Contractor must: (a) notify Contractor management that such Error(s) have been reported and the steps being taken to correct such Error(s), (b) assign Contractor engineers or other trained staff to correct the Error(s) remotely, (c) initiate Work to provide JRIC with a fix/Workaround, as applicable, (d) provide JRIC with periodic reports on the status of the correction, and (e) as appropriate, provide Contractor engineers or other trained staff on-site at JRIC, in accordance with Paragraph 5.3 (Resolution of Errors) above.
- b. P2 and P3 Errors (Non-Urgent) – Contractor must: (a) notify Contractor management that such Error(s) have been reported and the steps being taken to correct such Error(s), (b) assign Contractor engineers or other trained staff to correct the Error(s) remotely, (c) initiate Work to provide JRIC with a fix/Workaround, as applicable, and (d) provide JRIC with periodic reports on the status of the correction, in accordance with Paragraph 5.3 (Resolution of Errors) above.

5.5 Downtime

Given the description of P0 and P1 Errors [refer to Paragraph 5.3 (Resolution of Errors) above], the County and Contractor agree that system downtime is likely, both due to the nature of the Errors, and to the time needed by

Contractor to achieve resolution. Contractor must endeavor to apply best industry practices to resolve the system Error, or provide a temporary Workaround, as applicable, to ensure system downtime is minimized.

The provision of a temporary Workaround does not relieve Contractor of the burden to achieve timely resolution of the subject Error. Contractor must perform Work continuously until a resolution has been achieved to the County’s satisfaction.

5.6 Remedies, County

Without limiting any other rights and remedies available to the County, either pursuant to the Contract, or by law or in equity, the County will be entitled to Service Credits if Contractor exceeds the target resolution times as stated in Paragraph 5.3 (Resolution of Errors) above. Any such Service Credits will be calculated as provided below:

| Target Resolution Time Exceeded | Service Credits (% of Consulting Fee for each Break-Fix) |
|---------------------------------|--|
| 0:00 – 2:00 hours | None |
| 2:01 – 4:00 hours | 10% |
| 4:01 – 8:00 hours | 20% |
| 8:01 – 12:00 hours | 40% |
| 12:01 – 18:00 hours | 60% |
| 18:01 – 24:00 hours | 80% |
| Beyond 24:00 hours | Consulting Fee Waived |

Service Credits, in any amounts, are not and will not be construed as penalties and, when assessed, will be deducted from County’s payment(s) due to Contractor.

5.7 Contractor may be required to perform additional services on an as-needed basis including, but not limited to, the following:

- a. Optimizing the configuration of networked environments, as necessary.
- b. Conducting routine security assessments, as needed.

- c. Providing as-needed “transition services,” including the exporting of data to one or more alternative business intelligence systems.

6.0 COUNTY RESPONSIBILITIES

- 6.1 County Project Manager will serve as the primary point of contact for Contractor.
- 6.2 The County will provide Contractor staff with remote and on-site access to the Gotham application.
- 6.3 The County and/or JRIC will conduct acceptance testing, as applicable.
- 6.4 Authorized County and/or JRIC staff will manage user accounts.
- 6.5 County Project Manager will respond promptly to Contractor questions and comments.
- 6.6 County Project Manager may provide Contractor with temporary on-site office space, if required.