



PLACER COUNTY  
**SHERIFF**  
CORONER-MARSHAL



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EDWARD N. BONNER  
SHERIFF CORONER-MARSHAL

DEVON BELL  
UNDERSHERIFF

**TO: Honorable Board of Supervisors**  
**FROM: Edward N. Bonner, Sheriff-Coroner-Marshal**  
**DATE: May 26, 2009**  
**SUBJECT: ABTECH Support, Inc. RFP Acceptance**

**ACTION REQUESTED**

It is recommended that your Board approve the award to ABTECH Support Inc. for Request for Proposal No. P2008-020 to provide server operating system and database administration in support of the Sheriff's Department records, dispatch and corrections management applications in the maximum amount of \$100,000 and authorize the Purchasing Manager to execute any related purchasing documents.

**BACKGROUND**

The Sheriff's Department currently contracts for server operating system and database administration support for our records, dispatch and correction management applications with Tiburon our application vendor. The contract with ABTECH Support, Inc. will replace the services previously supported by Tiburon. Tiburon will continue to support the application software and the County will continue to have hardware service agreements for HP servers. The services provided by ABTECH will result in a savings of \$60,000 for the same services previously provided by Tiburon.

At our request, Procurement Services solicited bids for the above mentioned services on an annual basis. Seventeen vendors were notified electronically of Request for Proposal (RFP) No. P2008-020, which was also posted on the County's website. ABTECH Support, Inc. was considered the most qualified vendor and will now provide these services in accordance with the contract. The initial contract award will be for a one year period with the option to renew on a year-to-year basis at the County's discretion. The County is prepared to award ABTECH Support, Inc. with a contract to provide these services based upon your Boards approval.

**FISCAL IMPACT**

The contract will be in effect for the period beginning June 1, 2009 and ending May 31, 2010 in the amount of \$100,000. These costs will be offset by the reduction of the Tiburon maintenance contract and will result in a net savings to the County of \$60,000 which has been applied to budget reductions and the remainder applied to the maintenance costs of other Sheriff's applications. There is no additional impact to the General Fund.

Administering Agency: Placer County Sheriff's Department

Contract No. \_\_\_\_\_

Contract Description: Unix/Oracle Administration

COPY

### CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of June 1, 2009, by and between the County of Placer, ("County"), and Abtech Support, Inc. ("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Exhibit A, Scope of Services.
2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to County in the manner specified in Exhibit B. The amount of the contract shall not exceed one-hundred thousand Dollars (\$100,000).
3. **Facilities, Equipment and Other Materials Provided by the County.** Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement with the exception of those specified in Exhibit C.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Consultant.** At all times during the term of this Agreement, Consultant shall be an independent Consultant and shall not be an employee of the County. County shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
8. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
9. **Insurance.** Consultant shall file with County a Certificate of Insurance, with companies acceptable to County, with a Best's Rating of no less than A:VII showing the following coverage:

A. Workers' Compensation and Employers' Liability Insurance

- 1) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employers' liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.
- 2) If there is an exposure of injury to Consultant's employees under the U.S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
- 3) Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County."
- 4) Consultant shall require all sub-Consultants to maintain adequate Workers' Compensation Insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

B. General Liability Insurance

- 1) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of Consultant, covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by Consultant in this Agreement.
- 2) One of the following forms is required:
  - a) Comprehensive General Liability;
  - b) Commercial General Liability (Occurrence); or
  - c) Commercial General Liability (Claims Made).
- 3) If Consultant carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
  - a) One million dollars (\$1,000,000) each occurrence;
  - b) One million dollars (\$1,000,000) aggregate.
- 4) If Consultant carries a Commercial General Liability (Occurrence) policy:
  - a) The limits of liability shall not be less than:
    - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
    - ii) One million dollars (\$1,000,000) for Products-Completed Operations;
    - iii) One million dollars (\$1,000,000) General Aggregate.
  - b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this contract, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- 5) Special Claims Made Policy Form Provisions:

Consultant shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

- a) The limits of liability shall not be less than:
  - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
  - ii) One million dollars (\$1,000,000) aggregate for Products-Completed Operations;
  - iii) One million dollars (\$1,000,000) General Aggregate.
- b) The insurance coverage provided by Consultant shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

C. Endorsements:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- 1) "The County, its officers, agents, employees and volunteers, and the County of Placer, its officers, agents, employees and volunteers, are to be covered as insured's for all liability arising out of operations, or on behalf of, the named insured in the performance of this Agreement."
- 2) "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County with respect to any insurance or self-insurance programs maintained by County, and no insurance held or owned by County shall be called upon to contribute to a loss."
- 3) "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to County."

D. Automobile Liability Insurance

- 1) Automobile Liability insurance shall be provided covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 2) Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

E. Professional Liability Insurance (Errors and Omissions)

- 1) Professional Liability Insurance for Errors and Omissions coverage shall be provided in the amount of not less than one million dollars (\$1,000,000) in aggregate.
- 2) The insurance coverage provided by Consultant shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

10. Indemnity. Consultant hereby agrees to protect, defend, indemnify, and hold the County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the

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County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contract or agreement that is result of Consultant's willful misconduct or gross negligence. Consultant agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Consultant. Consultant also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Consultant or the County or to enlarge, in any way, the Consultant's liability but is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from Consultant's performance pursuant to this contract or agreement.

County represents that they are the legal owner or lawful licensee of all software currently installed or to be installed on any computer system that Consultant provides services for under this contract and that systems are legally configured and licensed. County agrees, upon request by Consultant, to provide proof of valid ownership of a software license for any software product that any of Consultant's employees, agents, or representatives are requested to load onto County's computer system in the performance of service to County. Consultant's employees, agents and representatives will not load or reload any unauthorized software and Consultant's refusal to do so will not constitute breach of contract.

County further agrees to indemnify Consultant, its employees, agents and Consultants from all liability related to any equipment (including software) covered under this Agreement that is not properly licensed or legally configured.

As used above, the term "County" means Placer County or its officers, agents, employees and volunteers.

11. **Consultant Not Agent.** Except as County may specify in writing Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.
12. **Assignment Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.
13. **Personnel.**
  - A. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.
  - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subConsultants named in the Project Team by Consultant without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.
14. **Standard of Performance.** The Consultant agrees that subsequent to completion of the turnover period, the availability, performance requirements and criteria established in this section and in Exhibit A will be met throughout the full term of the agreement. Beginning at turnover of operating system and database support, uptime requirements are 99.9% 24x7x365 over the life of the services provided.

15. **Termination.**

A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event County shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:

- 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B. and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

B. Consultant may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.

16. **Non-Discrimination.** Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 *et seq.*

17. **Records.** Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

18. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.

19. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
20. **Conflict of Interest.** Consultant certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
21. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
22. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
23. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Consultant hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
24. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

**COUNTY OF PLACER:**

Placer County Sheriff's Dept  
 Attn: Erik Carlson  
 2929 Richardson Ave., Suite A  
 Auburn, CA 95603

Phone: (530) 889-6964  
 Fax: (530) 889-6959

**CONSULTANT:**

Abtech Support Inc.  
 Attn: Dana Collins  
 2042 Corte Del Nogal #D  
 Carlsbad, CA 92011

Phone: 760-827-5100 x121  
 Fax: 760-827-5143

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

**COUNTY OF PLACER**

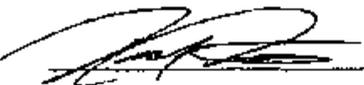
By: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Approved As to Form - County Counsel:

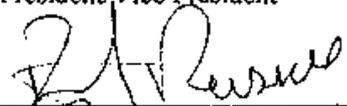
By: \_\_\_\_\_

**CONSULTANT - Abtech Support, Inc.\***

By:  \_\_\_\_\_

Name: Dana Collins

Title: President/Vice President

By:  \_\_\_\_\_

Name: ROBERT RUSSELL

Title: Secretary

*\*If a corporation, agreement must be signed by two corporate officers; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.*

**Exhibits**

- A. Scope of Services
- B. Payment for Services Rendered
- C. Facilities, Equipment, and other Materials Provided by the County

## EXHIBIT A

### SCOPE OF SERVICES

Consultant will provide the Placer County Sheriff's Department with both HP-UX operating system support and Oracle 8i/10g in support of its Computer Aid Dispatch, Records Management and Corrections Management Systems. The scope of services is broken down into two categories Database Support and HP-UX Operating System Support and the specific tasks and requirements provided below.

#### Database Support Services

The Database Support scope of services is the administration services required to ensure the confidentiality, integrity, and availability of the County's data. The services shall be for both the production and test environments of the County's CAD, RMS and CMS systems. The work may be performed off-site or on-site. On a monthly basis, services shall include proactive monitoring, checking backup logs, database error logs, analyzing and addressing near-term storage needs, and identifying significant changes in database performance as well as timely analysis and resolution of critical database issues. A monthly report shall include backup status, database growth, any problems identified, availability and other performance levels. The following table is a general summary of the service to be performed.

#	Requirements/Tasks
1	Monthly monitoring and reporting of database disk storage growth showing trends over the last 3 months (table space, extents, file systems, archives, redo, temp, rbs)
2	Monthly monitoring and reporting of database performance for significant changes; identification of problem applications and SQL statements
3	Monthly monitoring and reporting of inter-database processes for potential problems (replication, two-phase commits)
4	Monthly monitoring and reporting of system performance (including session activity, table space usage)
5	Monthly monitoring and reporting for potential problems of trace files, alert logs and backup logs
6	Monthly purging of database alert log and trace files
7	Coordinate with county regarding operating system configuration and administration
8	Database problem resolution
9	Database security management
10	Database tuning
11	Expand disk space allocations as required (table space, file systems, archives, redo, temp, rbs)
12	Maintain automated backup scripts
13	Maintain database system accounts and passwords
14	Maintain production database backup plan
15	Monthly checking for and reporting of invalid objects, views and procedures
16	Monthly performance analysis, report, and adjustments to database performance parameters as required
17	Monthly reports of backups with status and dates
18	Monthly reports of jobs and scheduled tasks
19	Monthly services reports of monitoring results, and services performed

20	Perform database software version patches, if needed
21	Problem diagnosis and resolution on a 24x7 basis
22	A toll free help number shall be available during PST business hours.
23	A toll free help number shall be available 24x7.
24	A secondary help number shall be available 24x7.
25	The vendor shall maintain a record of Placer County issues and defects reported in production including dates, descriptions, response times, and resolutions.
26	Adhere to County Network Security and Access Standards (Attachment E).
27	Provide monitoring of the Oracle replication software.

### Operating System Support Services

The Operating System Support Scope of Work is the administration services required to ensure 24x7 availability of the operating system. The services shall be performed for all three servers which include the Tiburon RMS/CMS application, database and backup servers. The work may be performed off-site or on-site. On a monthly basis, services shall include tasks such as proactive monitoring, the timely analysis and resolution of critical operating system issues, assistance in identifying hardware problems, maintenance of NIC configuration, and maintenance of file and directory protections. A monthly report shall include log file analysis, performance, utilization, any problems identified and recommendations for fixing any identified problem. The following table is a general summary of the services to be performed.

#	Requirements/Tasks
1	Additional operating system component installation
2	Monthly monitoring and reporting for potential problems in trace files, alert logs and backup logs
4	Monthly monitoring and reporting of system performance (including CPU utilization, session activity, memory and network usage)
3	Monthly purging of alert log and trace files
4	Coordinate with county regarding additional tools, scripts, or other software installation as agreeable by the County and performed by the Consultant.
5	Coordinate with county regarding database system configuration and administration as agreeable by the County and performed by the Consultant.
6	Coordinate with county regarding peripherals upgrades or replacements as agreeable by the County and performed by the Consultant.
7	Daily operating system maintenance as needed
8	Monthly reporting on file system usage
9	Operating system configuration and administration
10	Operating system patching
13	Problem diagnosis and resolution on a 24x7 basis
14	Removal of old log files
17	Storage management
18	Adhere to County Network Security and Access Standards

## General Requirements

1. Any normal work which may require the rebooting or recycling of servers must be scheduled by mutual agreement at least ten (10) days in advance. In the case of a failure causing the system to be inaccessible to users and the work cannot be performed remotely, the consultant must be able to be on-site within two (2) hours during normal business hours and within three (3) hours after normal business hours.
2. Outages shall be defined as the inability to access the data stored on Placer County computer systems due to any reason.
3. Consultant shall not be liable for outages caused by:
  - a. Sudden hardware failure.
  - b. Hardware, software or data damage caused by sudden power failure.
  - c. Damage to hardware, software or data caused by invasion of system by external or internal malicious hacker activities. Consultant will review and install HP recommended O/S security upgrade patches at least quarterly, but is not responsible for their effectiveness or the ability of the O/S to withstand hacker efforts to compromise the system.
  - d. Actions of persons other than Consultant employees, including, but not limited to, application software support vendors and employees of Placer County.
  - e. Failure of the application. Consultant is not providing direct application support and shall not be responsible for the starting, stopping, running, maintenance, patching, modification to or upgrades of the application. Consultant shall only be responsible for the platform that supports the application.
  - f. Failure caused by test environments hosted on the supported servers.
  - g. Software patches supplied by others. Consultant shall work to remedy problems caused by such patches, but is not liable for the outage caused by the patch(es).
  - h. Failure to upgrade hardware. Consultant will notify Placer County should it become necessary to upgrade hardware, (i.e. new disk drives are needed because the County is running out of space). Placer County shall be responsible for taking timely action on the notice and recommendation.
  - i. Failure of backup software, schedules, operations or procedures of backup software not under the control of Consultant. Consultant shall not be responsible for supplying, changing or storing backup tapes. Failure to recover files due to defective tapes, operator errors or procedural errors shall not be Consultant's responsibility. Consultant will work with Placer County employees to perform a periodic recovery capability exercise, but is not responsible for recovery failure.
  - j. Performance problems due to system architecture. Consultant will make recommendations to Placer County should problems be encountered. Placer County is welcome to request recommendations at any time.

In the event of above outages, Consultant will affect a timely repair of the hardware and/or operating system and make a best effort to restore services in coordination with Placer County employees and application software support vendor Tiburon. The tasks and services associated with a timely repair shall be included in the standard annual maintenance price. Replacement of failed hardware components shall be the responsibility of Placer County.

4. Placer County will provide Consultant with the ability to send email, snmp or other necessary traffic for the purpose of notification of problems. Consultant may install programs or enable programs that provide status information and/or emails via network connections to Consultant for monitoring or diagnostic purposes. Placer County shall allow and provide the capability to send this information without hindrance, unless or until such actions are determined, in the sole opinion of the County, to be potentially harmful or create an unacceptable level of risk.
5. Placer County and its application support providers shall provide timely notice to Consultant of changes at least one week in advance of making the changes to allow Consultant a chance to review the changes for impact on the systems.
6. Placer County and its application support providers shall provide timely notice to Consultant of planned outages of the systems to allow Consultant to schedule support for the outage.
7. Placer County will implement security recommendations from Consultant that are approved and agreed to by Placer County Sheriff and Tiburon. Recommendations not implemented that cause outages will not be held against Consultant.
8. Placer County shall grant access to the LAN console connections on computers to be supported. Consultant will assist with configuring these console connections if necessary.
9. Placer County will not set expiration of passwords for Consultant personnel. Password expiration could prevent Consultant from supporting Placer County systems in critical situations. Consultant shall not be held responsible for lack of support or action should a password expire.
10. Consultant will be responsible for the following areas;
  - a. Consultant's assigned staff will meet with the Sheriff's Department Functional Manager to receive any clarifications and seek understanding of the tasks assigned.
  - b. Consultant will be responsible for ensuring 24x7 access to County system from Consultant's location.
  - c. Consultant will notify County as soon as possible of any issues that may affect the performance and reliability of the operating system, hardware or database.
  - d. With the Sheriff's Functional Manager, plan and coordinate work with hardware support and application support vendors as required including system requirements, scheduling of work, etc.
11. The County will be responsible for the following areas;
  - a. Sheriff's Department Functional Manager will meet with Consultant to clarify tasks assigned.
  - b. County will be responsible for ensuring 24x7 access to County system from County's location.
  - c. Roseville Police Department will be responsible for ensuring access to its system at its location, 1051 Junction Blvd., Roseville, CA 95678.
  - d. Sheriff's Department will ensure that decisions are made in a timely manner.
  - e. Sheriff's Department will provide a working area for Consultant's assigned staff at the Sheriff's Department located in Auburn.
  - f. Sheriff's Department will provide escorted physical access to system and meeting rooms if needed.
  - g. County will plan and coordinate work with hardware support and application support vendors as required including system requirements, scheduling of work, etc.
  - h. County will provide hardware required for database growth.
  - i. County will provide hardware resources required for database recovery test.

- j. County will provide the network required to support the applications and Consultant's access to the systems via a Citrix connection or other agreed upon secure method.
- k. Sheriff Department will field End-user support questions.
- l. Sheriff's Department will coordinate communication as required between Consultant and the Tiburon vendor.

**EXHIBIT B**

**PAYMENT FOR SERVICES RENDERED**

The total amount payable for each task shall not exceed the amount set forth below.

- A. For consultant services to be rendered under this contract, Consultant shall be paid a total First Year contract amount not to exceed \$100,000 as outlined below.

Description	Annual Rate
Preliminary Assessment	\$10,000
Database Support Services	\$62,400
Operating System Support Services	\$19,200
Other Professional Services (as needed)	\$8,400 (not to exceed)
<b>Total Cost (not to exceed):</b>	<b>\$100,000</b>

The Preliminary Assessment service is a one-time start-up task that includes a maximum of 5 days for the Consultant to prepare for the required tasks outlined in Exhibit A. The Preliminary Assessment fee includes all required travel expenses.

Consultant shall issue quarterly billings for the Preliminary Assessment, Database Support, and Operating System Support Fees. Other Professional Services shall be billed for work outside the standard scope and performed upon the specific request of the County on an as-needed basis. Such services shall be billed at the following rates:

Other Professional Services Rates

Technical Services (Normal Hours M-F 0800-1700hrs)	\$200.00 per hour
Technical Services (After Normal Hours)	\$250.00 per hour
Technical Services (Holidays)	\$300.00 per hour

Beginning in Year Two the annual cost for Database Support and Operating System Support shall not exceed \$81,600, plus any increase allowed by paragraph D below.

- B. Payment for services shall be made upon Consultant's satisfactory performance, based upon the scope and methodology contained in Exhibit A, Scope of Work. A County Representative shall evaluate the quality of the service performed and / or item(s) delivered and if found to be satisfactory shall provide written acceptance and agreement to initiate payment processing.
- C. Upon delivery to County of item(s) specified below and acceptance by County per paragraph B above, Consultant shall submit to the County Designated Representative an invoice for the service performed in that billing period. These invoices will cite the assigned County Blanket Purchase Order Number. County shall pay invoices or claims for satisfactory work within 30 days of acceptance. Consultant shall provide such additional information as the County may request to verify any of the amounts claimed for payment in any invoice.

## EXHIBIT C

### FACILITIES, EQUIPMENT, AND OTHER MATERIALS PROVIDED BY THE COUNTY

The following outlines the current hardware and software environments to be provided by the County, and supported by the Consultant as defined by Exhibit A.

#### Application Server

- Hardware - a 2 processor HP RP5470 entry-level UNIX server. The hardware is supported by HP.
- Operating System - the server is running HP-UX 11.11 (also known as 11i v1) OS.
- Backup - is done by the County via a Tape Archive (TAR).

#### HP-UX Oracle Database Server

- Hardware - is a 2 processor HP RP7400 entry-level UNIX server. The hardware is supported by HP.
- Operating System - the server is running HP-UX 11.11 (also known as 11i v1) OS.
- RDMS - Oracle 8.1.7 (8i) is being used.
- Backup - the database is being backed up now by the County.
- Database Instances - 3 with less than 50GB in size

#### Windows Oracle Database Servers

- Hardware - 2 Dell PowerEdge 1950 (Production/Test/DR). The hardware is supported by Dell.
- Operating System - Windows Server 2003 Standard Edition
- Service Pack 2
- RDMS - Oracle 10g is being used.
- Backup - the database is being backed up now by the County.
- Database Instances - 4 with less than 50GB in size. 2 Production, 1 Test and 1 DR.

#### Oracle Standby Database and Recovery Mode Server

- Hardware - is a single processor HP RP7400 entry-level UNIX server. The hardware is supported by HP.
- Operating System - the server is running HP-UX 11.11 (also known as 11i v1) OS.
- RDMS - Oracle 8.1.7 (8i) is being used.

