

## Standard Professional Services Agreement (“PSA”)

### AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of March 1, 2026 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Ernst & Young LLP (hereinafter "Consultant" or “EY”).

### R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified, experienced in the providing business and technology consulting and related services; and

WHEREAS, in the judgment of the County of Sonoma, it is necessary and desirable to employ the services of Consultant for IJS modernization from a technology, data, and security perspective.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

### A G R E E M E N T

#### 1. Scope of Services.

##### 1.1 Consultant's Specified Services.

Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

##### 1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

##### 1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the

quality of the work and resolve matters of concern; (b) require Consultant to repeat the work not meeting the performance standards specified in this Section 1.3 at no additional charge; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

#### 1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Resources listed in Exhibit A “6. Key Personnel” are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Consultant’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant’s control, Consultant shall be responsible for timely provision of adequately qualified replacements.

#### 2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

Consultant shall be paid in accordance with Exhibit A “8. Fees”, provided, however, that total payments to Consultant shall not exceed \$2,250,000 without the prior written approval of County. Consultant shall submit its invoices in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The invoices shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) amounts for reasonable reimbursable materials and travel expenses in accordance with EY travel policies, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within 45 days after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

#### 3. Term of Agreement.

The term of this Agreement shall be from March 1, 2026 to December 31, 2026, with an option to extend to April 30<sup>th</sup>, 2027, unless terminated earlier in accordance with the provisions of Article 4 below.

#### 4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 30 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may terminate this Agreement by giving Consultant written notice of County's intent to terminate for cause, stating the reason(s) for termination. If the reason(s) for termination is/are capable of being cured, County shall provide Consultant a minimum of 10 business days ("Cure Period") to cure any performance failures or other issues stated as reasons for County's intention of terminate for cause. County shall not terminate for cause if Consultant substantially cures the performance failures or other issues within the Cure Period, but in such event County does not waive its right to terminate without cause as provided in Section 4.1.

#### 4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Information Systems Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification

The Contractor agrees to indemnify, defend and save harmless the County, its officers, agents and employees ( collectively "the County") from any and all third-party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, or a data breach or security incident that has an adverse impact on the confidentiality of data entrusted to Contractor, resulting from the willful misconduct or negligent acts, errors or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Contractor further agrees to indemnify, defend and hold the County harmless, and pay all damages (including attorneys' fees and costs) awarded against County, or that are agreed to in a settlement, from and against all third-party claims that use of the Services or products provided pursuant to this Agreement constitutes an infringement or misappropriation of any third party patents, copyrights, trademarks, trade secrets or other intellectual property right. Such defense and payment will be conditional upon the following:

- a. The County will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future County operations or liability, or when involvement of the County is otherwise mandated by law, the County may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the County, affect principles of California government or public law, or impact the authority of the County, the County will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the County will reasonably cooperate in the defense and in any related settlement negotiations.

6. Limitation of Liability.

- a. County may not recover from EY, in contract or tort, under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.
- b. County may not recover from EY, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services. This limitation will not apply to EY's indemnification and defense obligations, to losses caused by our fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations.
- c. County may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other Ernst & Young member firm or against EY's subcontractors,

members, shareholders, directors, officers, partners, principals or employees ("EY Persons"). County shall make any claim or bring proceedings only against EY. These provisions are intended to benefit the EY Persons, who shall be entitled to enforce them.

7. Insurance.

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Consultant's Certificate of Insurance attached hereto as Exhibit C and incorporated herein by this reference.

8. Prosecution of Work.

The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

9. Extra or Changed Work.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

10. Representations of Consultant.

10.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

10.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

10.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County.

10.4 Representation, Warranty and Responsibility as to Data Security

Ernst & Young shall perform all services under this SOW in a professional and workmanlike manner consistent with practices of reputable firms performing similar services. EY DOES NOT PROVIDE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, IN RELATION TO THE SERVICES.

10.5 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

10.6 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

10.7 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

10.8 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the

County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

10.9 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

10.10 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

10.11 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

10.12 Deliverables and Derivative Works. All Deliverables provided under this SOW shall be and remain the sole and exclusive property of the County. EY may make derivative works based on such Deliverables, provided that in no event may EY disclose any confidential information of the County that may be contained in any such Deliverable to any third party.

10.13 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

11. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement,

but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

12. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

13. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:	Information Systems Department 2615 Paulin Drive Santa Rosa, CA 95403
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TO: CONSULTANT:	Ernst & Young LLP 200 Plaza Drive Secaucus, NJ 07094
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When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

14. Miscellaneous Provisions.

14.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

14.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the



provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

14.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

14.4 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

14.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

14.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

14.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

14.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

14.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

14.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

#### 15. Dispute Resolution.

Any disputes between County and Ernst & Young related to this Agreement that are not settled through good faith discussions shall be resolved by mediation and (only if necessary) arbitration in accordance with the Dispute resolution Procedures attached hereto as Exhibit B.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: ERNST & YOUNG LLP

COUNTY: COUNTY OF SONOMA  
CERTIFICATES OF INSURANCE  
REVIEWED, ON FILE, AND  
APPROVED AS TO  
SUBSTANCE FOR COUNTY:

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

Name: Subhankar Sarkar

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Director or Designee

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR  
COUNTY:

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

EXECUTED BY:

By: \_\_\_\_\_  
Department Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Chair, Board of Supervisors

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

Date: \_\_\_\_\_  
Clerk of the Board of Supervisors

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

Date: \_\_\_\_\_

## **Exhibit A Statement of Work**

### **Statement of Work**

#### **1. Introduction**

Sonoma County's Integrated Justice System (IJS) is an in-house developed platform whose life has spanned 30+ years. Initially, IJS was the primary line-of-business application for County justice partners (Courts, Public Defender (PD), District Attorney (DA), Probation) and law enforcement (Sheriff's Office and local Police Departments) to track clients as they moved through the criminal justice continuum from arrest and booking to release. Over the years, Justice partners have adopted third-party systems to meet their specific line-of-business needs. Despite this, IJS continues to be a critical component of the overall criminal justice system landscape and serves as a data hub integrating with vendor applications to share key information among justice partners which otherwise would not be readily available. The County's objective is to modernize the IJS system from a technology and data perspective to make business processes more efficient, increase automation, improve integration with other systems, adopt current data standards, and enhance security controls. In Phase 1 of IJS modernization, EY provided the County with business and technology consulting services which accomplished the following objectives:

- Established a secure, cloud-ready environment on-premise, running the various components of the IJS interoperability platform.
- Developed core IJS data flows on the new platform and validate platform operations with production-like data without disrupting current operational processes.
- Established a National Information Exchange Model (NIEM) exchange to facilitate cross-agency and interagency data exchange and collaboration.
- Developed a user interface and knowledge graph for the management, handling, and exploration of IJS data.

In Phase 2 of IJS modernization, EY provided the County with business and technology consulting services which accomplished the following objectives:

- Configured the new IJS interoperability platform to be the new orchestrator of data flows between Justice Partner systems, while maintaining business and data continuity with the old IJS.
- Implemented an Event Driven Architecture (EDA) to handle the majority of (adult) integration workloads. Developed and implemented inbound data flows, and developed outbound flows.
- Developed and implemented RESTful NIEM APIs for unified access to new and old data.
- Converted the Master Name Index (MNI) of the old IJS into the new platform. Conducted MNI analysis and produced data quality reports with remediation recommendations.
- Developed and implemented the Justice Hub portal – a single-pane-of-glass for IJS data.
- Integrated 'SoCo' portal functionality into the new Justice Hub.
- Partitioned the on-premise environment into Integration Test, UAT and PROD, with appropriate access separation, such that the Software Development Life Cycle (SDLC) can be executed with integrity.
- Progressed the journey to cloud by setting up the Development environment on Microsoft Azure cloud, and establishing DevOps and integration with County services.
- Implemented platform security controls for authentication, authorization and audit trails.
- Facilitated learning and skills development of County personnel on the new platform.

In Phase 3, EY provided the county with business and technology consulting services to the County which accomplished the following objectives:

- Went live with Release 1, wherein the new platform handled all inbound payloads and coordinated with the legacy IJS system at the back.
- Completed legacy MNI conversion to Senzing MPI.
- Monitored Production performance and data integrity, and provided incident management, problem management, root cause analysis and break-fix support.
- Implemented several minor releases to correct Production defects and implement new features. Groomed the backlog, managed DevOps and provided Tier 3 support for complex issues.
- Implemented several new “triggers” for the legacy IJS to update new platform data upon downstream processing.
- Expanded the Event Driven Architecture (EDA) to process Juvenile integration payloads and implement appropriate security separation for Juvenile data on the platform.
- Implemented logic for adult/juvenile person and case sealing, via a fine-grained Attribute Based Access Control (ABAC) system. Implemented person merge and case merge.
- Allowed Justice Partners implementing new Case Management systems to subscribe to new data on platform, in a standard and automated method.
- Support county during integration design and planning discussions with their Justice Partners move to their new Case Management systems.
- Expanded the Justice Hub portal to handle minutes, Court register, and various backlog requirements from county discussions with Justice Partner. Reflected Jail status updates in the Justice Hub.
- Migrated of the on-premises environments to cloud, after the CJIS ATO was obtained from California Dept. of Justice.
- Supported the management of the UAT and Production environments, and managed the development and integration test environments.
- Supported Security Information and Event Management (SIEM) integration and audit log reports for the Production environment and help attain the CJIS Authority to Operate (ATO).
- Facilitated learning and skills development of County personnel on the new platform.
- Developed adapters with new Case Management systems, when the new system is unable (or the Justice Partner decides not) to leverage the standard mechanisms of the new platform.

In Phase 4, EY will continue to provide the County with business and technology consulting services in support of the IJS modernization journey.

## **2. Scope**

### **2.1 Project Planning, Management and Executive Support**

- a) Project management: Support project planning and scheduling, resource allocation and RACI, stakeholder communications and status reporting, and issue and risk management
- b) Architecture and governance: Support CONOPS, system architecture and system implementation plan.
- c) Justice Partner support: Based on County direction, EY will support the county by providing information regarding the interoperability platform for County to share with Justice Partners as they seek to move to new Case Management systems and help them understand how they can best

leverage the platform. Also, help establish an overall approach to executive reporting on status of Justice Partner Integration.

## **2.2 Environment Management, DevOps and Release Management and Security Controls**

- a) Manage the Development and Integration Test environments (non-CJI) and support the management of the Production and UAT environments (CJI).
- b) Support DevOps across environments: Work with County to establish DevOps processes across environments, and automate source code management, code promotion, and application deployment to the extent necessary.
- c) Provide Release Management, including release calendar, test plans and release notes.

## **2.3 Interoperability Platform Updates and New Case Management Integration**

- a) Continue to develop and implement integrations with case management systems (CMS).
- b) Continue development of platform features and capabilities to meet evolving needs of legacy and new case management systems.
- c) Add capabilities to the Justice Hub portal: Court register data based on new Court CMS, various backlog items, and enhancement requests.

## **2.4 Tier 3 Support**

- a) Provide Tier 3 support for application and data issues encountered in UAT or Production:
  - a. Support incident resolution, break-fix and adaptive development. [The County will provide Tier 1 and Tier 2 support services. The Tier 3 services here are limited to specialist intervention for high-complexity issues. Issues may be escalated to Tier 4 (vendor support: Red Hat, Neo4J, Senzing) by EY or directly by County.]
  - b. Tier 3 support will focus on Production incident resolution and return to operations. A Root Cause Analysis (RCA) document, detailing causes, mitigations and corrective actions, will be provided upon request Major system changes will be added to the backlog and allocated to a future release.
- b) Provide Tier 3 support for UAT and PROD environments:
  - a. Help resolve issues, advise on OpenShift configuration, and advise on application deployment. [The County will provide Tier 1 and Tier 2 support services. The Tier 3 services here are limited to specialist intervention for high-complexity issues. Issues may be escalated to Tier 4 (vendor support: Red Hat, Microsoft) by EY or directly by County.]
  - b. Support development of additional infrastructure monitoring, alerts and notifications.
  - c. Support Disaster Recovery (DR) setup activities if required.

## **2.5 Deleted**

## **2.6 Extended Production support and development assistance**

- a) Support County personnel with CMS integration design and development, and resolution of CMS integration issues.

- b) Develop operational utilities and applications on the modernized system that improve ability to manage modernized platform including performance monitoring, operational dashboards, and data updates.
- c) Support County personnel with migration of existing applications to the cloud.
- d) Provide Tier 3 support for Production issues, document solutions for commonly encountered issues and provide specialist support for high-complexity issues with County personnel shadowing.
- e) Provide code templates, deployment templates and scripts, and system configuration and programming guidance to help prepare the County to support the system over the longer term.

### **3. Roles and Responsibilities**

#### **3.1 County responsibilities**

- The County will assign a Project Manager to oversee the Services provided by the EY team and act as the primary point of contact for the day-to-day conduct of the project.
- The County will arrange and lead discussions with Justice stakeholders with EY team support in accordance with the project schedule outlined in Section 5: Workplan and Schedule. It is the County's responsibility to engage the appropriate stakeholders and secure their commitment.
- The County will expeditiously resolve any delays in obtaining participation, requirements, feedback, or approvals from stakeholders as and when the EY team reports such delays. Mutually agreed upon turnaround times for feedback and approvals will be codified in MD1: Project Management Plan.
- The County will provide access to technical documentation, source code and schema specifications to the extent possible. The County will provide walkthroughs of the current system upon request.
- The County will make appropriate technical personnel familiar with the current IJS, to embed in EY design, build and test activities.
- The County will implement the necessary modifications to current systems, or work with Justice Partners to have modifications implemented in their systems, if and as necessitated by the new interoperability platform design.
- The County will provide deidentified/mock IJS sample data or payloads upon request.
- The County will provide EY the pertinent policies and procedures for the handling of sensitive data.
- The County will provide EY project personnel access to County computer systems, following County prescribed methods of access.
- The County will provide the software, server and network infrastructure specified in the Government Furnished Equipment (GFE) section.
- The County network and infrastructure teams will collaborate with EY during the setup of the cloud environment, and also for updates to the on-premise environment, if any.
- The County will assist with SSO implementation involving the County's MSFT Azure AD. Through directory integration or federation, the County will provide a single IdP for authentication.
- The County will provide the necessary information for the setup of access control policies (RBAC/ABAC).
- The County will perform cybersecurity validation of the new system, and will prepare the Plan of Action and Milestones (POA&Ms) to remediate weaknesses and findings.

- It should be possible to retire Biztalk during this phase, but certain validations currently being performed on Biztalk will need to be retained. The County will work with EY to move these validations to the new platform, or otherwise handle these validations.
- The retirement of the Informix based systems serving Sheriff/Probation Case Management is not anticipated to be completed in this Phase.
- The County will give EY an advance notice of 60 days when it chooses to exercise any of the Options.
- The period of performance for the Options should fall within the period of performance for the Base.

### **3.2 EY responsibilities**

- EY will perform the activities stated within this SoW as per the stated Workplan and submit the deliverables within the stated timeline.
- EY will assign a Project Manager (PM) to lead the delivery of services within this SoW. This person will act as the primary EY point of contact for the County.
- EY will expeditiously escalate to the County PM any issues that impede the conduct of the project, including lack of access to County Justice stakeholders or subject-matter resources.
- EY personnel will follow the County-prescribed Rules of Behavior for handling County data and presence on County premises. EY will setup controls such that County data is handled within the County environment and does not enter the EY perimeter.
- EY will provide a weekly status report that will include the following:
  - Status summary
  - Milestones and schedule performance
  - Meeting schedule
  - Key accomplishments, upcoming activities, and blockers
  - Open and closed decisions
  - Issues and risks
- If required for the performance of the project, EY will request read-only access to the current IJS development databases (Informix, SQL Server), and will submit to enhanced background investigations for personnel as required by County policy.
- EY will support the County in its cybersecurity validation and will perform remediation activities for POA&Ms as per a mutually agreed schedule.
- If and when the County requests changes to the scope or processes described here, EY will perform an impact assessment and communicate the impact on results, timeline, and price to the County. Change requests will be effective upon joint agreement.
- EY personnel may require access to Personally Identifiable Information (PII) or other sensitive CJIS data to perform its duties in developing, configuring, deploying, or otherwise accessing the IJS platform within the County environment. All sensitive data will stay within the County perimeter and will not be moved to EY owned environments. This type of access will be restricted to personnel who have received favorable adjudication of security clearance administered by Sonoma County Sheriff. County will submit security clearance applications for individuals upon EY request.



### 3.3 Work hours and place of performance

- On-site presence of EY personnel will be on an as-needed basis. EY personnel will perform their project duties from a remote work location where such performance does not impact the deliverable quality.
- Due to distribution of personnel across several time zones, EY cannot guarantee individual schedule overlap with County personnel, but will arrange for reasonable overlap of team's work hours with County work hours.
- Some portion of the EY team, including the engagement lead, will normally work Pacific time, so the County will always have an active point of contact throughout County work hours.
- On an as-needed basis, EY will work with County to make specific EY resources available to accommodate County schedules, even if it calls for adjustments to typical working hours.

### 3.4 Limitations

*EY shall not identify, address, or correct any errors or defects in the County computer systems, other devices, or components thereof ("Systems"), whether due to imprecise or ambiguous entry, storage, interpretation or processing or reporting of data. EY shall not be responsible for any defect or problem arising out of or related to data processing in any source systems.*

Unless stated in the SOW or Change Order, EY shall not:

- Perform data quality assessments of raw data sources.
- Perform ongoing internal control activities (e.g., monitoring) that affect the execution of transactions, ensure that transactions are properly executed and/or accounted, or perform routine activities in connection with the County's operating or production processes that are equivalent to those of an ongoing compliance or quality control function.
- Perform routine activities in connection with the County's financial processes that are equivalent to those of an ongoing compliance or quality control function.
- Data conversion will be capped at 5 systems and 20 tables per system
- Authorize, execute, or consummate transactions or otherwise exercise authority on the County's behalf or prepare source documents regarding transactions.
- Determine which, if any, recommendations for improving County internal controls should be implemented.
- Act on the County's behalf reporting to the Board of Directors or Audit Committee.

## 4. Deliverables

### 4.1. List of deliverables

	Deliverable	Content	Workstream
<b>MD1</b>	Project Management Plan (PMP)	<ul style="list-style-type: none"> <li>○ Integrated project schedule and key milestones</li> <li>○ Project RACI</li> <li>○ Risks, issues and dependencies report</li> <li>○ Stakeholder communications</li> </ul>	2.1
<b>MD2</b>	Environment Specification Document	<ul style="list-style-type: none"> <li>○ Document Software and license requirements</li> <li>○ Environment &amp; Infrastructure Specification</li> <li>○ Environment Design &amp; Planning Documentation</li> </ul>	2.2
<b>MD3</b>	Requirement Validation Document	<ul style="list-style-type: none"> <li>○ Major functional and technical requirements</li> <li>○ Key IJS transactions and integration payloads</li> <li>○ Key data access and user experience requirements</li> </ul>	2.3
<b>MD4</b>	System Architecture Document	<ul style="list-style-type: none"> <li>○ Concept of Operations (CONOPS)</li> <li>○ System guiding principles, tradeoffs and assumptions</li> <li>○ Outline decisions</li> <li>○ Description of the system: Use Case, Application, Data, Infrastructure and Security</li> <li>○ Unified Modeling Language (UML) and Enterprise Integration Pattern (EIP) diagrams</li> </ul>	2.1
<b>MD5</b>	System Detailed Design	<ul style="list-style-type: none"> <li>○ Information Exchange Package Documentation (IEPD) following NIEM methodology.</li> </ul>	2.3, 2.6
<b>MD6</b>	System Codebase	<ul style="list-style-type: none"> <li>○ Source code and configuration files (GitHub)</li> </ul>	2.3, 2.6
<b>MD7</b>	System Test Plan	<ul style="list-style-type: none"> <li>○ Define testing phases</li> <li>○ Define Testing strategy and acceptance criteria</li> <li>○ Define Test environments, scenarios, scripts, data, results</li> <li>○ Testing Traceability matrix</li> </ul>	2.1
<b>MD8</b>	System Implementation Plan	<ul style="list-style-type: none"> <li>○ Phase Implementation Plan</li> <li>○ Phase sequence of events and Cutover checklist</li> <li>○ Impact Analysis</li> <li>○ Impact Mitigation Plan and Business Continuity Plan</li> </ul>	2.1
<b>MD9</b>	System Support Plan	<ul style="list-style-type: none"> <li>○ System Support RACI</li> <li>○ System Backup and recovery procedures</li> <li>○ List of External dependencies</li> <li>○ Guide on resolving common operating scenarios and common issues</li> </ul>	2.4, 2.6

	Deliverable	Content	Workstream
		<ul style="list-style-type: none"> <li>○ Tier 3 Root Cause Analysis (RCA) reports for high-severity incidents</li> </ul>	

Note: The previous phase deliverables will serve as the starting point for deliverables in this phase. The content structure has been adjusted for continuity with previous phase work.

#### 4.2. Format of deliverables

Deliverables will be formatted in Microsoft Word or PowerPoint for technical and business specification documents, or as source code and configuration files accessible within a GitHub repository. EY will deliver status reports and executive summaries in Microsoft PowerPoint.

#### 4.3. Acceptance Criteria

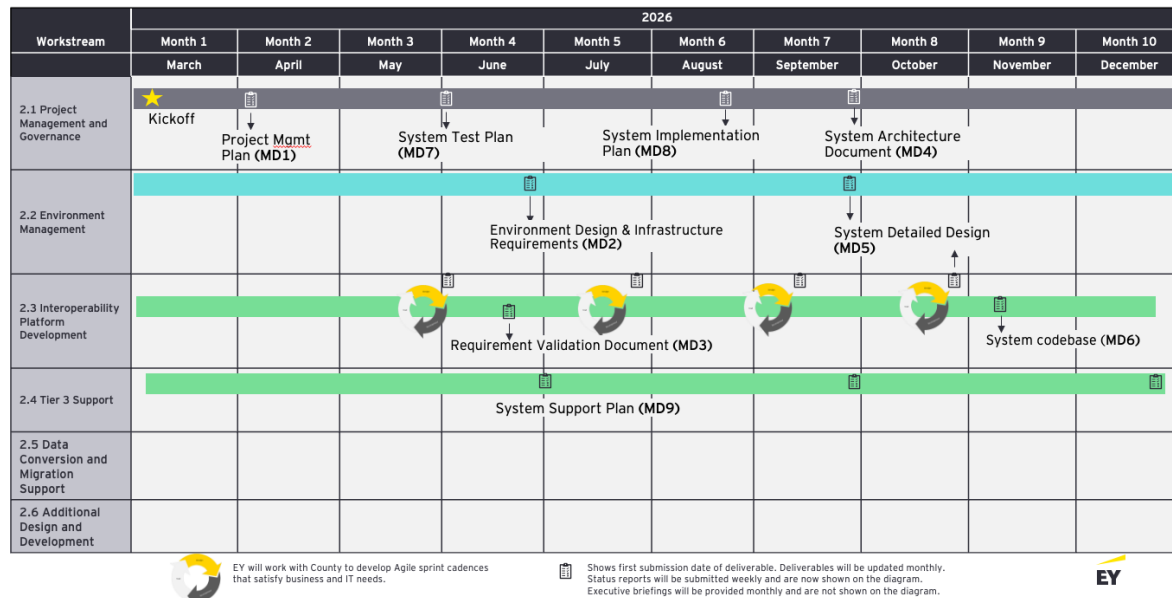
- The deliverable acceptance criteria will be considered met if the deliverable fulfills the scope in the SOW and addresses the critical feedback received from the County.
- Upon County request, EY will conduct a Preliminary Design Review (PDR) to seek early feedback on a deliverable and perform course corrections if necessary. During the PDR, we will explore unaddressed issues and risks and identify areas that require elaboration or clarification. We will also discuss the key functional or technical concepts that shape the deliverable.
- Upon County request, EY will conduct a Final Design Review (FDR) with key County stakeholders the week of deliverable submission for final walk-through. We will address critical items of feedback and submit the deliverable. Sub-critical items will be carried in the product backlog.
- In order to preserve timeline, it is requested that the County submit feedback within five (5) business days of the PDR, FDR, or draft deliverable submissions. If no feedback is received within five (5) business days, these deliverables are considered accepted. EY will provide an Excel log of feedback received during the PDR and FDR, and how we addressed each item.

#### 4.4. Project Completion Criteria

The project will be considered complete when the deliverables specified in this SoW have been submitted by EY to the County and have met the acceptance criteria above.

## 5. Workplan and Schedule

### Workplan, Schedule and Deliverables



The diagram above depicts the EY workplan and schedule, and the deliverable submission timeline.

- Schedule will be finalized in discussion with County, as a part of MD1.
- Shows first submission date of deliverable. Deliverables will be updated monthly.
- Status reports will be submitted weekly and are not shown on the diagram.
- Executive briefings will be provided upon request and are not shown in the diagram.

## 6. Key Personnel

The following individuals will be designated Key Personnel for the project.

Project role	Key Personnel
Delivery Executive	Subhankar Sarkar
Lead Architect	Bhaskar Datta
Project Manager	Mark Aloï
Development Lead	Satyajit Chainy
Implementation Lead	Bradley Simon

In addition to these named Key Personnel, EY will apply other resources as necessary to fulfill the scope of the project.

## 7. Invoices

Invoices will be submitted monthly.

## 8. Fees

The Not-to-Exceed (NTE) fees for this SoW is **\$2,250,000** with a base period of performance of **10** months, and an additional period of performance of **4** months as an option to be executed at the County's behest. Travel expenses are included in the fees and are not billed separately.

**Contract line item number (CLIN):** Base - 1, **Billing type:** Fixed Price

Workstreams	# of months	Monthly amount	Total
2.1 Project Planning, Management and Executive Support 2.2 Environment Management, Release Management and Security Controls 2.3 Interoperability Platform Updates and New Case Management Integration (Base) 2.4 Tier 3 Support	10	\$185,000	<b>\$1,850,000</b>

**Contract line item number (CLIN):** Option - 1, **Billing type:** Fixed Price

Workstreams	# of months	Monthly amount	Total
2.6 Extended Production support and development assistance, covering a) CMS integration development b) Operational utilities development c) Migration of current applications to cloud d) Tier 3 Production support e) Code templates and development guidance	4	\$100,000	<b>\$400,000</b>

## **9. Government Furnished Equipment (GFE)**

### **9.1 Software**

The following software will be required. The detailed specifications will be prepared as part of MD2 Environment Specification.

- RedHat Application Foundations software
- Neo4j graph database
- Senzing entity resolution software

### **9.2 Servers**

The specifications will be prepared as part of MD2 Environment Specification.

### **9.3 Network**

The specifications will be prepared as part of MD2 Environment Specification.

### **9.4 Cloud Subscription**

The specifications will be prepared as part of MD2 Environment Specification.

## **10. Terms and Conditions**

These are defined in the Professional Services Agreement (PSA).

IN WITNESS WHEREOF, the parties have executed this SOW as of March \_\_\_\_, 2026.

### **SONOMA COUNTY**

By: \_\_\_\_\_  
[Name]  
[Title]

### **ERNST & YOUNG LLP**

By: \_\_\_\_\_  
Subhankar Sarkar, Executive Director  
Authorized Signatory

## Appendix A

### Glossary of Terms

ABAC	Attribute-Based Access Control
ACL	Access Control List
AD	Active Directory
AES	Advanced Encryption Standard
AI	Artificial Intelligence
API	Application Programming Interface
ATO	Authorization to Operate
BRE	Business Rules Engine
CA	California
CDC	Change Data Capture
CIB	Criminal Investigation Bureau
CI/CD	Continuous Integration / Continuous Delivery
CJIS	Criminal Justice Information Services
CLETS	California Law Enforcement Telecommunications System
COBOL	Common Business-Oriented Language
COTS	Commercial Off The Shelf
DAT	Data Analysis Tool
DL#	Driver's License Number
DNA	Deoxyribonucleic Acid
DOB	Date of Birth
DOJ	Department of Justice
EDR	Endpoint Detection and Response
ESB	Enterprise Service Bus
ETL	Extract-Transform-Load
FBI	Federal Bureau of Investigation
FDR	Final Design Review
HA/DR	High-Availability / Disaster Recovery
HTTP	Hypertext Transfer Protocol
IaaS	Infrastructure-as-a-Service
ICD	Interface Control Document
IEPD/UML	Information Exchange Package Description / Unified Modeling Language
IIS	Internet Information Services

IJS	Integrated Justice System
IOC	Indicators of Compromise
IPS	Intrusion Prevention System
ISD	Information Systems Department
ISO	Information Security Officer
IT	Information Technology
JDBC	Java Database Connectivity
KPI	Key Performance Indicator
LOB	Line of Business
MCI	Master Client Index
MDR	Managed Detection and Response
MFA	Multi-Factor Authentication
MITA	Medicaid IT Architecture
ML	Machine Learning
MNI	Master Name Index
MOU	Memorandum of Understanding
MPI	Master Person Index
NFR	Non-Functional Requirements
NIEM	National Information Exchange Model
NIST	National Institute of Standards and Technology
NIT	Network and Information Technology
O365	Office 365
OASIS	Organization for the Advancement of Structured Information Standards
ODBC	Open Database Connectivity
ODS	Operational Data Store
OS	Operating System
PaaS	Platform-as-a-Service
PAM	Privileged Access Management
PD	Public Defender
PDR	Preliminary Design Review
PII	Personally Identifiable Information
PKI	Public Key Infrastructure
PO	Purchase Order

POC	Proof-of-Concept
PRCS	Post release Community Supervision
RAP	Record of Arrests and Prosecutions
RBAC	Role-Based Access Control
RDF	Resource Description Framework
REST	Representational State Transfer
SAML	Security Assertion Markup Language
SCPSC-JPA	Sonoma County Public Safety Consortium - Joint Powers Authority
SDD	System Design Document
SDLC	Software Development Lifecycle
SFTP	Secure File Transfer Protocol
SIEM	Security Information and Event Management
SMB	Server Message Block
SMR	Subject Matter Resource
SMS	Short Message Service
SNMP	Simple Network Management Protocol
SOAP	Simple Object Access Protocol
SOC	Security Operation Center
SOP	Standard Operating Procedure
SOR	System of Record
SQL	Structured Query Language
SSH	Secure Shell
SSIS	SQL Server Integration Services
SSO	Single Sign-On
SWOT	Strengths Weaknesses Opportunities Threats
TCO	Total Cost of Ownership
TLS	Transport Layer Security
UX	User Experience
VM	Virtual Machine
VPN	Virtual Private Network
W3C	World Wide Web Consortium
XML	Extensible Markup Language



## **Appendix B**

### **Security Requirements**

1. Attribute/Object Based Access Control
  - a. The system must allow for access to be controlled at the attribute/object level, so that access can be granted and restricted using the principle of least necessary privilege.
    - Access can be controlled using Attribute Based Access Controls (ABAC) security, queries or views that can be applied to attribute/objects, through the creation of custom Nodes that contain only the data that each Roll needs access to, or other methods that limit access to data at the attribute/object level.
2. Time Stamps for Logs
  - a. All systems and applications need to contain time stamps in all audit logs, and the time needs to be synced with the County's NTP servers at least daily. (For cloud systems, this will be controlled by the cloud provider.)
3. Audit Log Protection
  - a. Application audit logs need to be protected from modification, deletion, and unauthorized access.
    - Only the apps themselves should have write access to logs. Everything/everyone else has read access. The only way DBAs (or anyone) can write or update logs is if they sudo in as the app, in some way. That behavior can only be controlled through Rules of Behavior (non-tech controls).
4. Audit Log Retention
  - a. Application audit logs need to be retained for at least one (1) year, with the option of retaining longer if needed for an audit or investigation.
    - This is more of a process requirement than a technology requirement, but the technology must support this requirement.
5. NCIC and III Transaction Logging
  - a. Logs for NCIC and III Transactions must be retained for at least one (1) year.
    - This is more of a process requirement than a technology requirement, but the technology must support this requirement.
6. System Use Notification
  - a. The system needs to be built to display a system use notification that will be displayed before logging into the system. The notification needs to remain on the screen until the user acknowledges the notification.
    - Exact verbiage to be displayed will be provided by the County.
7. Encryption in Transit
  - a. The system must encrypt all data in transit (i.e. – OpenShift for system-to-system communication, HTTPS/TLSv1.2 or greater for web, SSH, etc.)
8. Replay Resistant
  - a. The system must have protection against replay authentication attacks.
9. SIEM/SOC integration
  - a. Platform security event logs (syslogs) will be routed to the County's SIEM/SOC.
  - b. Application logs will be retained within the platform and will not be transmitted to the County's SIEM.
10. Disallow Multiple Concurrent Sessions (may be handled by County AD)

- a. All systems must have session controls built-in to prevent users from having multiple concurrent active sessions.
- 11. Session Lock (may be handled by County AD)
  - a. The system must be designed to end a session after a maximum of 30 minutes of inactivity.
  - b. The session must not be able to be reestablished and users must reauthenticate in order to regain access to the system.
- 12. Input Validation
  - a. The system must check the validity of the following information inputs: all inputs to web/application serves, database servers, and any system or application input that might receive or process CJI.
- 13. Error Handling
  - a. The system must not generate error messages that reveal information that could be exploited.
  - b. Error messages should only be revealed to authorized organizational personnel.

## Appendix C

### List of Technologies

Technology	Vendor	Description
Openshift Cluster	Red Hat	Enterprise container platform
OpenShift distributed tracing platform	Red Hat	Monitor and trace application performance across microservices
OpenShift Data Foundation	Red Hat	Data management platform
3scale API Management	Red Hat	API Gateway for NIEM Exchange
AMQ Streams	Red Hat	Streaming platform for data integration flows (Kafka)
JBoss EAP	Red Hat	Application server for deploying and managing J2EE applications
Camel/Fuse	Red Hat	Integration and orchestration platform
OpenShift Pipelines/GitOps	Red Hat	CI/CD solution (CI solution called Tekton, CD solution called ArgoCD)
<b>Neo4J</b>	Neo4J	Graph database
<b>Senzing</b>	Senzing	Entity resolution software
<b>PostgreSQL</b>	OSS	Relational database

## **Exhibit B**

### **Dispute Resolution Procedures**

#### **Mediation**

A party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution (“CPR”) shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator’s assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration. In addition, if a party initiates litigation, arbitration, or other binding dispute resolution process without initiating mediation, or before the mediation process has terminated, an opposing party may deem the mediation requirement to have been waived and may proceed with arbitration.

#### **Arbitration**

The arbitration will be conducted in accordance with the procedures in this document and the CPR Rules for Non-Administered Arbitration (“Rules”) as in effect on the date of the Agreement, or such other rules and procedures as the parties may agree. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may be appointed unless he or she has agreed in writing to these procedures and has confirmed in writing that he or she is not, and will not become during the term of the arbitration, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a

court deciding the matter in the same jurisdiction. In deciding the dispute, the arbitration panel shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, and shall have no power to decide the dispute in any manner not consistent with such limitations period.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

**Exhibit C**  
**County of Sonoma Contract Insurance Requirements**

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. If a Subcontractor does not meet the insurance requirements in this Section, Consultant may comply with this Section by providing coverage for any such gap in insurance. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance certificates and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

**1. Workers Compensation and Employers Liability Insurance**

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

**2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant within the Limitation of Liability terms as stated in Section 6 of this Agreement.
- c. Any deductible or self-insured retention on Consultant's insurance policies shall be the sole responsibility of the Consultant.
- d. County of Sonoma, its Officers, Agents and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the

performance of this Agreement. The additional insured status may be satisfied by blanket endorsement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance: Certificate of Insurance.

### **3. Automobile Liability Insurance**

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

### **4. Professional Liability / Errors and Omissions Insurance (Includes Coverage for Cyber Liability, Network Security, Privacy Liability, and Technology Errors and Omissions)**

- a. Minimum Limit: \$5,000,000 per claim or per claim and in the aggregate.
- b. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- c. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- d. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.
- e. The Policy shall include, or be endorsed to include, electronic data and/or information property damage liability coverage for damage to, alteration of, loss of, or destruction of

electronic data and/or information “property” of the County in the care, custody, or control of the Consultant. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity within the Limitation of Liability terms as stated in Section 6 of this Agreement.

- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

## **5. Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

## **6. Documentation**

- a. The Certificate of Insurance must include the following reference: Integrated Justice System Consulting Services and Modernization.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees, Information Systems Department, 2615 Paulin Dr., Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at within ten (10) days of renewal of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; or (2) the limits of any of the required policies are reduced.
- f. If there is a claim and there is a coverage dispute upon written request, certified copies of the insurance policies relevant to the claim must be provided within thirty (30) days.



## **7. Policy Obligations**

Consultant's indemnity and other obligations shall not be increased nor limited by the foregoing insurance requirements.

## **8. Material Breach**

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach.