

Standard Professional Services Agreement (“PSA”)

Revision G – June 2016

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as May 20, 2021 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and DBAdmin LLC an Arizona LLC (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified provider of technical support for the Information Systems Department; and

WHEREAS, in the judgment of the County of Sonoma, it is necessary and desirable to employ the services of Consultant for database and system administration support.

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 at no additional charge until it is satisfactory; (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. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder 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. With respect to performance under this Agreement, Consultant shall employ the following key personnel: Anup Agrawal.
- 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 on a time basis in accordance with the budget set forth below, provided, all costs including but not limited to travel are included in the hourly rate and will not be separately compensated; total payments to Consultant shall not exceed \$195,000.00, without the prior written approval of County. Consultant shall submit its bills 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 bills shall show or include: (i) the number of hours using a quarter hour (.15) billing increment; and (ii) the hourly rate or rates of the person(s) performing the work. Expenses not expressly authorized by the Agreement shall not be reimbursed.

1 year: \$125.00 per hour, up to 1560 Hours, Not to exceed \$195,000.00.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business 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.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from May 20, 2021 to May 19, 2022 unless terminated earlier in accordance with the provisions of Article 4 below.

3.1 Extension Options. County is given two (2) options to extend the term of the Agreement for an additional one (1) year each, which shall include all of the provisions within Exhibit "A"-Scope of Work and Exhibit "B"-Insurance Requirements, following the expiration of the Initial Term, by giving notice of exercise of the option ("Option Notice") to Consultant at least sixty (60) days prior to the expiration of the Initial Term. The Information Systems Director and the Auditor-Controller-Treasurer-Tax Collector are authorized to exercise the option detailed above.

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 10 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, each party shall have the right to terminate this Agreement (1) after 30 days written notice if the other party fails to perform its material obligations under this Agreement

or any subsequent SOW and such failure continues for a period of 30 days after written notice, or (2) if the other party institutes or suffers a bankruptcy, reorganization, liquidation, receivership, insolvency, or similar proceeding; or becomes generally unable to pay its debts as they become due.

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 and Auditor-Controller-Treasurer-Tax Collector, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to indemnify, defend and hold harmless County, its officers, agents, and employees, from and against any third party actions, claims, damages, liabilities, or expenses, that arise out of, pertain to, or relate to Consultant or its agents', employees' subcontractors' performance or obligations under this Agreement. This indemnification for infringement set forth in this section shall not be applicable to the extent the infringement arises solely in the light of independent actions of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the termination of the Agreement.

6. 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 Exhibit B, which is attached hereto and incorporated herein by this reference.

7. 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.

8. 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.

9. Representations of Consultant.

9.1 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.

9.2 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.

9.3 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

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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.

9.9 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.

9.10 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.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

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

10. Limitation of Liability. Except with respect to the indemnification obligations set forth herein, in no event shall either party be responsible for special, indirect, incidental, consequential, exemplary, or punitive damages of any kind or nature, including without limitation, lost profits, lost revenues, or other monetary loss, arising out of or related to this agreement or any actions or omissions with respect thereto. Any liability incurred by Consultant in connection with this Agreement, except with respect to indemnification obligations shall be limited to two-times all fees and expenses paid by County to Consultant under this Agreement

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
Attn: Accounting
2615 Paulin Dr
Santa Rosa, CA 95403

TO: CONSULTANT: DBAdmin LLC
9955 E Monte Cristo Ave,
Scottsdale AZ 85260

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.

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

CONSULTANT: DBAdmin LLC

By: Anup Agrawal

Name: Anup Agrawal

Title: Database Admin

Date: 4/24/2021

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE
REVIEWED AND ON FILE:

By: John Hartwig
John Hartwig (Apr 30, 2021 13:04 PDT)
Department Head or Designee

Date: Apr 30, 2021

APPROVED AS TO FORM FOR COUNTY:

By: Tambra Curtis
Tambra Curtis (Apr 30, 2021 12:53 PDT)
County Counsel

Date: Apr 30, 2021

AGREEMENT EXECUTED:

By: John Hartwig
John Hartwig (Apr 30, 2021 13:04 PDT)
Information Systems Department Head
Date: Apr 30, 2021

Exhibit A

Statement of Work 001

The Statement of Work ("SOW") No. 001 is made as of December 15, 2020 pursuant to the Technical Support Service engagement between DBAdmin LLC ("Consultant") and The County of Sonoma ("County").

Scope of Work:

Consultant will be responsible for delivery related to configurations, expertise, advice, analytical support, database/system administration, application database changes, documentation, troubleshooting, and knowledge transfer related to database administration support for Sonoma County's centralized Integrated Justice System . Additional areas of responsibility to include:

- Administer, support and maintain database systems.
- Daily monitoring of database activity and performance.
- Create, update and document database configurations.
- Tune databases, as required, to ensure optimal performance and response time.
- Plan and manage space allocations.
- Gather statistics on database usage.
- Work with IBM Informix to troubleshoot issue.
- Perform historical data unloads to keep optimal performance.
- Write UNIX scripts, SQL, Stored Procedures, Triggers, as required.
- Perform system and database troubleshooting and problem resolution.
- Provide technical guidance to Applications Developers.
- Database changes review / implementation.
- Ensure database archives.
- Restore/Refresh databases as needed/requested.
- Knowledge transfer in all above mentioned areas

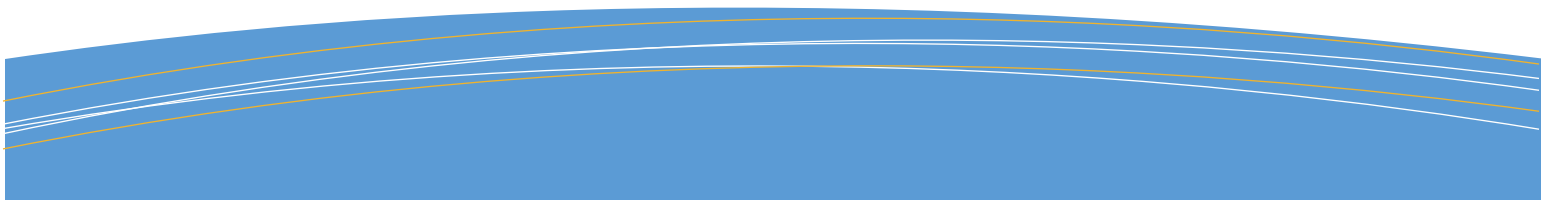


Exhibit B Insurance Requirements

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*. 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 policies 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.
- 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, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any 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.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. County of Sonoma (Officers, Agents and Employees) 2615 Paulin Drive, Santa Rosa, CA 95403 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.
- 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 County and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. **Required Evidence of Insurance:**
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$300,000 Combined Single Limit per Accident; or Bodily Injury: \$100,000 per person/\$300,000 per accident and Property Damage: \$50,000 per accident.
- b. **Required Evidence of Insurance:**
 - i. Copy of Auto Policy Declarations Page; or
 - ii. Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If Consultant’s services include: (1) programming, customization, or maintenance of software; or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - ii. Claims against Consultant arising from the negligence of Consultant, Consultant’s employees and Consultant’s subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. 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.
- 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: County of Sonoma Information System Department, Integrated Justice Systems support.
- 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 (Officers, Agents and Employees) 2615 Paulin Drive, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Consultant's indemnity and other obligations shall not be 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. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

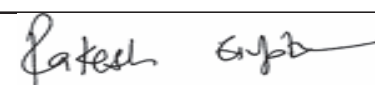
PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: SalesSupport@biBERK.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Berkshire Hathaway Direct Insurance Company NAIC # 10391 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED DBAdmin LLC 9955 E Monte Cristo Ave Scottsdale, AZ 85260-2243		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			N9BP292108	02/16/2021	02/16/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ Included
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<input checked="" type="checkbox"/> OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Errors & Omissions): Claims-Made			N9PL294096	02/16/2021	02/16/2022	Per Occurrence/Aggregate \$1,000,000/\$1,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER DBAdmin LLC 9955 E Monte Cristo Ave Scottsdale, AZ 85260-2243	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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To: Board of Supervisors
Department or Agency Name(s): Information Systems
Staff Name and Phone Number: John Hartwig 565-6055
Vote Requirement: Majority
Supervisory District(s): Countywide

Title:

DBAdmin LLC Information Technology Services for the Sonoma County's Integrated Justice System

Recommended Action:

Authorize the Information Systems Director to execute a professional services agreement with DBAdmin LLC for technical services in an amount not to exceed \$195,000 for the period of May 20, 2021 to April 19, 2022, with two additional one year options to extend.

Executive Summary:

This is a request for the County of Sonoma Information Systems Division (ISD) to enter into a direct professional services agreement with a specialized IT professional, (DBAdmin LLC), to provide IT technical support services. The professional services provided by DBAdmin LLC are critical to continue database administration support for Sonoma County's centralized Integrated Justice System and include database system administration and maintenance, Informix specific expertise, analytical support, troubleshooting, documentation, and knowledge transfer related to work being performed. This agreement falls under the Professional Services Agreement ISD has with Nelson Staffing for Consulting staff not Temporary staff. Thus this agreement will not impinge on the temporary staffing maximum rule.

Discussion:

The skillset and knowledge that DBAdmin LLC possesses is unique and of critical importance to the County and the ongoing support of the Integrated Justice System (IJS). DBAdmin LLC has extensive knowledge and expertise of the Informix relational database management system that is the primary data store for IJS. Since September of 2018, DBAdmin LLC has been supporting IJS, and in that time, has obtained a deep understanding of the custom data structures, system configuration, system architecture and application deployment models, as well as County policies, practices, and processes. In addition, Informix is a niche relational database that comprises roughly 3% of the professional market. Resources that have Informix expertise do exist, but in very small numbers, and none will have the additional knowledge or ability to effectively and efficiently support IJS as DBAdmin LLC does in their current role. Based on the department's findings of lack of service providers to support critical county systems approving this single source request, and due to the specific expertise of the contractor providing services under the agreement. The single source selection of DBAdmin LLC has the support of Purchasing.

ISD staff recommend the Board of Supervisors take this action in order to ensure adequate support for the ongoing needs of the County's Integrated Justice System, which will provide the

County the benefit of gaining additional service hours at a comparable cost as the County is currently paying for the services

Prior Board Actions:

Click or tap here to enter text.

FISCAL SUMMARY

Expenditures	FY 20-21 Adopted	FY21-22 Projected	FY 22-23 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures	\$17,000	\$178,000	
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$17,000	\$178,000	
Use of Fund Balance			
Contingencies			
Total Sources	\$17,000	\$178,000	

Narrative Explanation of Fiscal Impacts:

The amounts expected to be expended are not to exceed \$195,000 for the period of May 20, 2021 to April 19, 2022, with two additional one year options to extend. These costs are financed through Integrated Justice System baseline internal rates charged to criminal justice departments.

Staffing Impacts:			
Position Title (Payroll Classification)	Monthly Salary Range (A-I Step)	Additions (Number)	Deletions (Number)

Narrative Explanation of Staffing Impacts (If Required):

Click or tap here to enter text.

Attachments:

Professional Services Agreement

Exhibit A: Statement of Work

Exhibit B: Insurance Requirements

Single Source Waiver

Related Items “On File” with the Clerk of the Board:

Click or tap here to enter text.



Professional Services Agreement Transmittal Form & Checklist

Date: 02/26/21

To: John Hartwig

From: Craig Carlock

ext: 1988

Requested Action: Final Review and Signature

Date Needed: 05/18/21

Vendor: Anup Agrawal

Value: \$195,000

Service: IJS Technology Support

Authorization: BoS

BoS or PA Date: 04/20/21

CAO Date: 03/03/21

Document Type: PSA

Changes made to the template? ☐

Attachments: ☐ Redline of PSA ☐ Redline of SoW ☐ Final PSA ☒ CC Exempt Form

Other Board Item Summary, PSA & Supporting Documentation

Routing for Review and Signature

Review

Signature

		<u>Required</u>	<u>Date Approved</u>	<u>Required</u>	<u>Date Signed</u>
†		<input type="checkbox"/>		<input type="checkbox"/>	
Div Director	S Bevens/D Fruchey	<input checked="" type="checkbox"/>	03/01/21	<input type="checkbox"/>	
County Counsel:	Tambra Curtis	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
ASOII) esignee:	Maryanne Morehead	<input checked="" type="checkbox"/>	03/02/21	<input type="checkbox"/>	
Department Director:	John Hartwig	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Purchasing Agent:		<input type="checkbox"/>		<input type="checkbox"/>	

COUNTY OF SONOMA
PURCHASING DIVISION

SINGLE OR SOLE SOURCE WAIVER REQUEST

Directions: Use this form to justify a single or sole source transaction (see selection criteria below). Departments are encouraged to consult with the Purchasing Division prior to submitting this request to Purchasing. The single or sole source request should be approved before the department makes a commitment to the supplier, and before funds are encumbered. If the request is denied, the department will be advised by the Purchasing Division as to next steps (e.g., conduct a competitive process to select the supplier/contractor).

Choose one below:

☐ Sole Source – Services or Goods are available from only one supplier (e.g., proprietary software, licensed or patented good or service).

☒ Single Source – More than one source exists (selecting one supplier out of all that are available). The County selects a particular provider over others for reasons such as (1) safety, (2) training or standardization, (3) logistical requirements (e.g. local presence needed) (4) only one prospective supplier is willing to enter into an agreement with the County (5) item has design and/or performance features that are essential to the department and no other source satisfies the County's requirements.

Department: Information System Division Date Submitted: 12/15/2020

Contact: Steve Stoural Phone: 707-565-2130

Supplier Name: DBAdmin LLC (Anup Agrawal)

Contract: Other _____

Amount: \$ 195,000 Requisition #/Name of Contract: _____

Describe the product or service:

Technical support service agreement to the County of Sonoma Information Services Division for Informix database administration and Linux operating system administration to support Sonoma County's centralized Integrated Justice System (IJS) including: database/system administration, application database changes, expertise, advice, analytical support, documentation, troubleshooting and knowledge transfer related to work being performed.

Describe the basis for your sourcing recommendation. Include what due diligence you have performed in selecting the supplier. Explain why this is the only product or service that will meet the County's needs. Why is this supplier or contractor the one that can provide the services or products? What steps were taken to verify that the goods or services are not available from another source? Explain what efforts were made to obtain the best possible cost (e.g., current benchmark data from industry, other agencies)

The skillset and knowledge that Anup possesses is unique and of critical importance to the County and the ongoing support of the Integrated Justice System (IJS). Anup has extensive knowledge and expertise of the Informix relational database management system that is the primary data store for IJS. Since September of 2018, Anup has been supporting IJS and in that time has obtained a deep understanding of the custom data structures, system configuration, system architecture and application deployment models as well as county policies, practices, and processes. In addition, Informix is a niche relational database that comprises roughly 3% of the professional market. Resources that have Informix expertise do exist but in very small numbers and none will have the additional knowledge or ability to effectively and efficiently support IJS as Anup does in his current role. For the reasons stated, Anup is a uniquely qualified and invaluable asset that needs to be retained for the health and support of IJS.

Department Head or Designee Signature:  Date: 1/12/2021


Single/Sole Source Approved: ☒ Single/Sole Source Denied: ☐

Revision C

C:\Users\ccarlock\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\47C03WWC\Single_Source_Waiver_Request_Form_Anup 1-12-21.doc

Reason for Determination

Based on the department's findings of lack of service providers to support critical county systems approving this single source request is in the best interest of the County.

Purchasing Staff:  _____

Date: 1/14/2021






Single_Source_Waiver_Request_Form_Anup 1-12-21

Final Audit Report

2021-01-12

Created:	2021-01-12
By:	Craig Carlock (Craig.Carlock@sonoma-county.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAB0o9DB47c4azvwcQais322YaXcFP-Ubk

"Single_Source_Waiver_Request_Form_Anup 1-12-21" History

-  Document created by Craig Carlock (Craig.Carlock@sonoma-county.org)
2021-01-12 - 7:38:17 PM GMT- IP address: 209.77.204.154
-  Document emailed to John Hartwig (John.Hartwig@sonoma-county.org) for signature
2021-01-12 - 7:39:52 PM GMT
-  Email viewed by John Hartwig (John.Hartwig@sonoma-county.org)
2021-01-12 - 7:40:50 PM GMT- IP address: 174.194.139.218
-  Document e-signed by John Hartwig (John.Hartwig@sonoma-county.org)
Signature Date: 2021-01-12 - 7:43:17 PM GMT - Time Source: server- IP address: 174.194.139.218
-  Agreement completed.
2021-01-12 - 7:43:17 PM GMT









DB Admin LLC Professional Services Agreement Final

Final Audit Report

2021-04-30

Created:	2021-04-30
By:	Wendy Birky (Wendy.Birky@sonoma-county.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQpvMaJ8Pt_2U69PSjwZkfMek7IjN_LTY

"DB Admin LLC Professional Services Agreement Final" History

-  Document created by Wendy Birky (Wendy.Birky@sonoma-county.org)
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-  Document e-signed by John Hartwig (John.Hartwig@sonoma-county.org)
Signature Date: 2021-04-30 - 8:04:11 PM GMT - Time Source: server- IP address: 174.194.195.151
-  Agreement completed.
2021-04-30 - 8:04:11 PM GMT