



PLACER COUNTY
SHERIFF
CORONER-MARSHAL



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EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

DEVON BELL
UNDERSHERIFF

To: The Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner-Marshall
Date: July 12, 2011 *Edward N. Bonner*
Subject: Maintenance Contract between the Placer County Sheriff Coroner-Marshall and Abtech Support Incorporated

Action Requested

Approve Amendment No. 2 renewing the system support agreement between the Placer County Sheriff Coroner-Marshall and Abtech Support Inc. and authorize the Purchasing Manager to execute any related documents. The agreement period begins July 1, 2011 and ends June 30, 2012 with an annual cost of \$101,580.

Background

The original Master Support Agreement (available for review at the Clerk of the Board's Office), dated June 1, 2009, was approved by your Board on May 26, 2009; and included operating system and database administration support for our records, dispatch and correction management applications. In 2010 we amended this contract to include support for our two Tiburon Unix servers which were previously supported by Hewlett Packard (HP). By reducing the support from HP and continuing to have Abtech provide this service, we realize an annual savings of approximately \$9,000. The requested amendment reflects the maintenance cost for FY 2011-2012. There is no increase from the FY 2010-2011 charges.

Fiscal Impact

This contract will be in effect from July 1, 2011 to June 30, 2012 in the amount of \$101,580. This amount is included in the FY 2011-2012 Proposed Budget. There is no additional impact to the General Fund.

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ABTECH SUPPORT
CONTRACT AMENDMENT # 2

Date: May 24, 2011

Customer: Placer County Sheriff's Department

Contract #: M3984

Contact: Jerry Silva

Amendment #: 2

Phone: (530) 889-4200

Description of Amendment

The subject contract is herein amended to incorporate the attached addendum to the original agreement dated June 1, 2009.

1. Revise Exhibit A, as set forth in the Addendum, dated May 24, 2011 (attached), effective July 1, 2011.
2. Revise Exhibit B, as set forth in the Addendum, dated May 24, 2011 (attached), effective July 1, 2011.
3. Revise Exhibit C, as set forth in the Addendum, dated May 24, 2011 (attached), effective July 1, 2011.

The contract and all other terms, covenants and conditions of the above-referenced contract, except as duly modified by this and previous amendments, if any, remain in full force and effect.

Customer: Placer County Sheriff's Department
Support Services Division
Information Technology Unit
Address: 2929 Richardson Ave.
Auburn, CA 95604

ABTECH SUPPORT
Address: 2042 Corte Del Nogal, # D
Carlsbad, CA 92011-1438

Signature

Michael Coxwell
Signature

Print Name

MICHAEL COXWELL
Print Name

Title

V.P. OF OPERATIONS
Title

Date

5/24/2011
Date

EXHIBIT A

**SCOPE OF SERVICES
REVISED PER AMENDMENT #2**

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

Database Support Services

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

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

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513

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

Operating System Support Services

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

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

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514

Hardware Support Services

Provide 7x24, 4 HR (inc. ABTECH Holidays) for the Application Server and HP-UX Oracle Database Server as described in Exhibit C of this contract.

General Requirements

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

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

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

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

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517

EXHIBIT B

**PAYMENT FOR SERVICES RENDERED
REVISED PER AMENDMENT #2**

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

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

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

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

Other Professional Services Rates

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

Revised per Contract Amendment # 2:

Beginning in Year Three (July 1, 2011 – June 30, 2012) the annual cost for Database Support, Operating System Support, and Hardware Support shall be billed at the rates shown below .

Description	Annual Rate
Database Support Services	\$62,400
Operating System Support Services	\$19,200
Other Professional Services (as needed)	\$8,400 (not to exceed)
Hardware Support Services	\$11,580
Total Cost (not to exceed):	\$101,580

Revised per Contract Amendment # 1:

Beginning in Year Two (July 1, 2010 – June 30, 2011) the annual cost for Database Support, Operating System Support, and Hardware Support shall be billed at the rates shown below

Description	Annual Rate
Database Support Services	\$62,400
Operating System Support Services	\$19,200
Other Professional Services (as needed)	\$8,400 (not to exceed)

Hardware Support Services	\$11,580
Total Cost (not to exceed):	\$101,580

Added per Contract Amendment #1:

Beginning in Year Two (July 1, 2010 – June 30, 2011) the annual cost for Database Support, Operating System Support, and Hardware Support shall not exceed \$90,000, plus any increase allowed by paragraph D below.

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

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- D. Each annual increase shall be at or below the U.S. Cities Consumer Price Index not to exceed an increase of 3% per year for only the services outlined in Exhibit A and performed on the equipment detailed in Exhibit C. Additional services and/or services required for additional servers will require Consultant to submit a written proposal to be approved by County prior to billing and acceptance.
- E. All Support/Maintenance Fees shall be paid within thirty (30) days of invoice at the beginning of the support period.
- F. Total includes travel, lodging and per diem. Additional charges for these services are not allowed.
- G. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Consultant to correct such work or billing or seek any other legal remedy.
- H. The Consultant will deliver to the County the following service deliverables:
 - Support per Exhibit A.
- I. The Consultant will deliver to the County for approval the following document/media deliverables before Go-Live/turnover:
 - Maintenance Processes and Procedures Documentation
- J. In addition, the Consultant will deliver to the County the following work products:
 - Monthly Reports that include log file analysis, performance, utilization, any problems identified, and recommendations for fixing any identified problems.
- K. Consultant will issue a firm quote for out of scope modifications (change orders) upon request of the County. All quotes shall be based on the rates identified in Section A above.

519

EXHIBIT C

**FACILITIES, EQUIPMENT, AND OTHER
MATERIALS PROVIDED BY THE COUNTY
REVISED PER AMENDMENT #2**

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

Application Server

- Hardware - a 2 processor HP RP5470 entry-level UNIX server. The hardware that is to be supported in the contract is defined by the following table:

Model #	Description	Qty
A6144B	HP server rp5470 Enterprise Solution	1
A6805A	PA8700 750MHz CPU for HP srvr rp54X0	2
A4902A	HP Rack System/E, 41U, quartz color	1
A6696B	Embedded I/O for HP server rp54X0 system	1
A5581A	Factory Rack Kit, slides, install	1
A6799A	Processor Support Module for PA8700 CPU	1
A6155A	HP srvr rp5430 & rp5470 memory extender	1
A5797A	512MB High Density SyncDRAM Mem Module	4
A6737A	36GB 10K HotPlug Ultra160 disk, rp54X0	2
A5557A	DVD ROM Device for HP Svr rp54X0 systems	1
A5527A	HotSwap Power Supply, Redundant System	1
A5230A	PCI 100Base-T LAN Adapter	1
A6749A	PCI 64 port serial MUX adapter	1
J2485A	16 port RS-232 DB25 Port Module	1
A6829A	PCI Dual Channel Ultra160 SCSI Adapter	1
C1099A	Terminal console for HP 3000/9000 systems	1
C7508AZ	HP Tape Array 5300 (factory-racked)	1
C7470B	HP Ultrium 230 Array Module	1
C7497A	HP DAT 40m Array Module	1
C7499A	HP DVD-ROM Array Module	1
A6490AZ	HP Disk System 2300 Factory Rack	1
A6538A	HP SureStore Disk System 2x00 Series - 36GB 10,000rpm Ultra3 SCSI disk drive module	12
A5213AZ	Rear Door for Std. Rack System E41	1
A5137A	Modular Power Dist. Unit for std racks	2

- Operating System – the server is running HP-UX 11.11 (also known as 11i v1) OS.
- Backup - is done by the County via a Tape Archive (TAR).

Page 1 of Exhibit C
to Consultant Services Agreement

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520

HP-UX Oracle Database Server

- Hardware – is a 2 processor HP RP7400 entry-level UNIX server. The hardware that is to be supported in the contract is defined by the following table:

Model #	Description	Qty
A3639C	HP server rp7400 Ent. Server Solution	1
A6688A	750 MHz PA8700 CPU 2.25MB cache	2
A4902A	HP Rack System/E, 41U, quartz color	1
A6735A	Racking Kit for HP server rp7400	1
A6689A	Processor Support Mod. for 650, 750 CPUs	1
A4882A	N-Class Memory Carrier Board	2
A4923A	1024MB High Density SyncDRAM Memory Module	4
A6740A	36GB Hot Plug Ultra 160 SCSI LP Disk	2
A5506B	PCI 4 Port 100Base-TX LAN Adapter	1
A6829A	PCI Dual Channel Ultra 160 SCSI Adapter	1
A5171A	Redundant System HotSwap Power Supply	1
C1099A	Terminal console for HP 3000/9000 systems	1
C7508AZ	HP Tape Array 5300 (factory-racked)	1
C7470B	HP Ultrium 230 Array Module	1
C7497A	HP DAT 40m Array Module	1
C7499A	HP DVD-ROM Array Module	1
A6490AZ	HP Disk System 2300 Factory Rack	1
A6538A	HP SureStore Disk System 2x00 Series - 36GB 10,000rpm Ultra3 SCSI disk drive module	12
A5213AZ	Rear Door for Std. Rack System E41	1
A5137A	Modular Power Dist. Unit for std racks	2

- Operating System – the server is running HP-UX 11.11 (also known as 11i v1) OS.
- RDMS - Oracle 8.1.7 (8i) is being used.
- Backup – the database is being backed up now by the County.
- Database Instances – 3 with less than 50GB in size

Windows Oracle Database Servers

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

Oracle Standby Database and Recovery Mode Server

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

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