



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 09/03/2024

* = Mandatory, information must be provided

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

Theelios, LLC

***Project Title/Description:**

Database Management

***Purpose:**

Remote database health management and consulting.

***Procurement Method:**

Direct Select per Board of Supervisors Policy D29.6, III-A

***Program Goals/Predicted Outcomes:**

1. Daily Voter Registration and Recorded Document Database Health Checks
2. Ensuring Daily Database Backups
3. Enhanced Security Protocols: Successful mitigation of potential threats, reinforcing our defense mechanisms.
4. Database Management as needed for Voter and Historical non-indexed records
5. Database troubleshooting
6. Deployments of regular database changes

***Public Benefit:**

Ensuring uninterrupted access to the voting process.
Cost savings by hiring a contractor rather than a full time employee for short duration of specialized needs.
Ensuring a successful migration from Oracle Database to SQL Database – scheduled for 2025.

***Metrics Available to Measure Performance:**

Database that supports all voter registration and election administration remains healthy and operational
Daily backups are successful and retrievable
Historical documents that are not indexed are accessible to public
95% Database Uptime: Ensuring minimal disruption and high availability for our operations
Prompt Resolution: An average response time of under 2 hours for critical issues

***Retroactive:**

No

TO: COB, 8-19-2024 (1)
Vers.: 0
pgs.: 7

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THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
Expense Amount \$ _____ Revenue Amount: \$ _____

*Funding Source(s) required: Special Revenue

Funding from General Fund? Yes No If Yes \$ _____ % _____
Contract is fully or partially funded with Federal Funds? Yes No
If Yes, is the Contract to a vendor or subrecipient? _____
Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: CT Department Code: RE Contract Number (i.e., 15-123): 23*0077
Amendment No.: 2 AMS Version No.: 0
Commencement Date: 9/6/24 New Termination Date: 9/5/25
Expense Revenue Increase Decrease
Is there revenue included? Yes No If Yes \$ _____
Amount This Amendment: \$ 90,000
Prior Contract No. (Synergen/CMS): UT-RE-254077

*Funding Source(s) required: Special Revenue

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Marion Chubon

Department: Recorder

Telephone: 520-724-4321

Department Director Signature: [Signature] Date: 8/14/2024

Deputy County Administrator Signature: [Signature] Date: _____

County Administrator Signature: [Signature] Date: 8/15/2024

Pima County Department of Recorder

Project: Database Management

Contractor: Theelios, LLC

Contract No.: CT-RE-23*0077

Contract Amendment No.: 02

Orig. Contract Term: 09/06/22 - 09/05/2023	Orig. Amount:	\$90,000.00
Termination Date Prior Amendment: 09/05/2024	Prior Amendments Amount:	\$90,000.00
Termination Date This Amendment: 09/05/2025	This Amendment Amount:	\$90,000.00
	Revised Total Amount:	\$270,000.00

CONTRACT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

1.1. Background. On September 6, 2022, County and Contractor entered into the above referenced agreement to provide Database Management Consulting. On October 3, 2023, County and Contractor executed the first amendment.

1.2. Purpose. County requires additional Database Management Services to maintain our Voter Registration database through the spring of 2025. At that time, the contract will be completed.

2. Term. The County is exercising the second extension option to renew the contract for one additional year commencing on September 6, 2024 and terminating on September 5, 2025. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3. Scope of Services. The parties have revised the Scope of Services as described in the attached **Exhibit A**. Detail was added to scope and hourly rate is increased from \$124 to \$135. However, the total amount of the contract is not affected by the rate increase. Changes commence on the execution of this amendment to the contract.

4. Insurance. The parties have revised the Insurance as approved by Risk Management. Article 6 should now read:

6. Contractor will procure and maintain at its own expense insurance policies (the “**Required Insurance**”) satisfying the below requirements (the “**Insurance Requirements**”) until all its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor’s indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

Additional Insured: The General Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

Insurance provided by the Contractor shall not limit the Contractor’s liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation: Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the Pima County project or contract number and project description.

Verification of Coverage:

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to

maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Approval and Modifications:

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY

Chair, Board of Supervisors

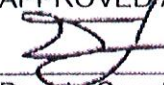
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Daniel Jurkowitz

Print DCA Name

08/14/2024

Date

CONTRACTOR



Authorized Officer Signature

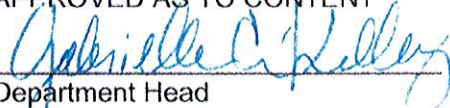
SHIYA PRASAD,

Printed Name and Title President

08/14/2024

Date

APPROVED AS TO CONTENT



Department Head

8/14/2024

Date

Exhibit A (2 pages)
Scope of Services
Commencement Date: September 5, 2024

Contract No.: CT-RE-23*0077

Revised 8/24/23



THEELIOS LLC

6500, N Regal Manor Dr
Tucson, AZ-85750 Phone:
(520) 760 1609

SCOPE OF WORK

Vendor Information			
Vendor Name: Pima County Recorder's Office		Address: 240 N Stone Ave, Tucson, AZ 85701	
Phone: (520) 724-4350	City: Tucson	State: Arizona	Zip Code: 85701
Department Contact Information (Who will be responsible for approving the work being completed)			
Name: Ms. Marion Chubon	Phone: (520) 724-4350	Email Address: marion.chubon@recorder.pima.gov	
Project or Event Name: DBA Services for Oracle Databases at Pima County Recorder's office – IT Department			
Place of Performance (Where the services/work will be performed): Remote work by accessing PIMA county Recorder's Office Database Appliances or Servers from Theelios LLC office, 6500, N Regal Manor Dr, Tucson, AZ-85750 using Recorder issued equipment.			
Scope of Work (include details on the services the vendor will be completing):			
<ol style="list-style-type: none">1. Check the health of the Oracle databases, review alert logs, and check for any unusual errors or warnings which are part of monitoring, morning and afternoon. - 26%2. Ensure backups are being taken regularly and successfully. Verify the recovery process from time to time. - 5%3. Monitor database performance metrics, optimize slow-running SQL queries, and ensure resource utilization is optimal. - 7%4. Ensure adequate disk space, manage tablespace growth, and look out for any space-related issues. - 10%5. Add, modify, or delete users as directed by Recorder; manage user privileges and roles part of the database user management. - 2%6. Regularly audit the database, check for any security vulnerabilities by examining listener.logs for auditing known users and as well as unknown users, and manage database encryption. - 15%7. Monitor and manage data replication from production to non-production environment(Dev and UAT) based on requests by development team , and other high-availability features including DR(Disaster recovery), periodically test disaster recovery recovery processes- 11%8. Analyze data growth trends and plan for future database capacity requirements on ODA appliances Linux file systems space management including cron jobs(auto scheduler jobs, purging older logs and alerts files)- 16%9. This can include tasks like gathering statistics, optimizing table storage parameters and rebuilding views, indexes, if need be for table space utilizations and deployment of Oracle database pl/sql packages on need basis - 8%			

Timeline (Duration of Services)	
Start Date: 9/6/2024	End Date: 9/5/2025
Schedule: 7 to 12 Hours Per Week	
Amount (must be inclusive of all fees, including travel): \$ 135 per Hour	
Terms of Payment: Vendor will send monthly invoice. Payment Net 15 in arrears after submitted invoice.	