

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

732



FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
10/21/09

SUBJECT: Approval of GeoSpective Technologies, a Division of Hollister-Powell & Associates, as a Sole Source Provider of Geographic Data and Related Database Support Services

RECOMMENDED MOTION: Move that the Board of Supervisors approve and authorize the Chairperson to execute an FY 2009-10 Agreement for the provision of customized geographic data files and related database support services with GeoSpective Technologies (GST), a division of Hollister-Powell & Associates, in the amount of \$104,500, without securing competitive bids, in accordance with Ordinance 459.4.

BACKGROUND: The Sheriff's Department began using the services of GST in the mid 1980's to obtain geographical and relational data to assist in matching street addresses. GST supplies the data in a format that is readily useable by the Sheriff's Records Management System (RMS) and the Computer Aided Dispatch System (CAD).

BR 10-055 (Continued on Page 2)

Will Taylor
Stanley L. Sniff Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL DATA	Current F.Y. Total Cost:	\$104,500	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$49,400	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	FY 2009-10
SOURCE OF FUNDS: Departmental Budget and Contract Law Enforcement Revenue				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
Robert Tremaine
BY: Robert Tremaine

County Executive Office Signature

Prev. Agn. Ref.: 9/16/08 3.41 | District: All | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.43

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis* DATE
NEAL R. KIPNIS
Departmental Concurrence

Purchasing: *Mark Seiler*
Mark Seiler, Assistant Director

Dept's Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

**Approval of GeoSpective Technologies as a Sole Source Provider for
Geographical Data Files**

BR 10-055 Page 2

The Sheriff's Department and County Fire have developed a street address database with the County Transportation and Land Management Agency (TLMA). As part of the RMS upgrade project, Tiburon, the project contractor, developed a format for street address validation of our database for use in RMS. Unfortunately, staff has not yet modified Tiburon's new validation format for use in CAD. Consequently, in FY 2009-10 the Department must continue its Agreement with GeoSpective Technologies/Hollister-Powell & Associates.

Price Reasonableness

As an indication of GeoSpective Technologies/Hollister-Powell & Associates' price reasonableness in FY 2009-10, this year's contract cost is the same cost that the firm has offered to the County for the last twelve years.

Date: 10/21/09

From: Riverside County Sheriff's Department

To: Board of Supervisors

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for

The information below is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested: Provision of customized geographic data files and related database support services

Supplier being requested: GeoSpective Technologies (GST), a division of Hollister-Powell & Associates (HP)

Alternative suppliers that can or might be able to provide supply/service: None. Over a long relationship with the Sheriff's Department, GST/HP has developed data file formats specifically to be used with the Sheriff's Computer Aided Dispatch (CAD) and Records Management System (RMS).

Extent of market search conducted: None

Unique features of the supply/service being requested from this supplier which no alternative supplier can provide: Since Tiburon, the firm that developed RMS, upgraded that system and provided a format for validating street addresses from the County's database, GST/HP is now only supplying the street address data in a format that is readily useable by the Sheriff's CAD. However, this year staff will make the necessary modifications to Tiburon's validation format so that it can also be used with CAD.

Reasons why my Department requires these unique features and what benefit will accrue to the County: The geographic data files used in the CAD system are necessary for daily law enforcement Patrol operations.

Price Reasonableness: As an indication of price reasonableness in FY 2009-10, this year's contract cost is the same amount that the firm has offered to the County for the last twelve years.

Does moving forward on this product or service further obligate the County to future similar contractual arrangements: No. In fact, as detailed above, staff will make the necessary modifications to an existing program so that it can be used in CAD, and the Agreement with GST/HP will no longer be necessary.


Department Head Signature

10/22/09
Date

Purchasing Department Comments: Approve Approve with Condition/s Disapprove

Purchasing Agent

10/22/09
Date



GeoSpective Technologies™
A Division of Hollister-Powell & Associates, LLC
Riverside Main Office
6960 Magnolia Avenue, Suite 205
Riverside, CA 92506
Voice: (951) 328-1090
Fax: (951) 328-1098
Website: <http://www.hollister-powell.com>

FY09-10
SHERIFF CUSTOM DATA SERVICES
GST Income Agreement Number 09-006-C-001

This document describes services and/or products, and terms and conditions of usage between HOLLISTER-POWELL & ASSOCIATES – GEOSPECTIVE TECHNOLOGIES™, hereinafter referred to as "GST", and the SHERIFF'S DEPARTMENT of Riverside County, hereinafter referred to as the "SHERIFF" for the fiscal year beginning July 1, 2009 and ending June 30, 2010.

TERMS OF GST SERVICES AND PRODUCTS
Quote Q-09-006-001 dated June 2, 2009

WHAT IS COVERED: GST agrees to provide services and/or products for the SHERIFF as referenced in quote Q-09-006-001 dated June 2, 2009 as follows:

A. SHERIFF ANNUAL SERVICE PACKAGE consisting of:

1. **GST GeoSense© customized data extracts licensed for use in SHERIFF RMS System, including:**
 - Creation of three (3) distinct countywide data files derived from GST GeoSense© Data licensed for use in SHERIFF RMS compatible format, including:
 - Countywide RMS "Alias" file containing common street misspellings, duplicate names for streets (historical street name changes), address ranges, and related location attributes (and other address attribute misspellings if requested)
 - Countywide RMS "Intersection" file containing cross-streets address ranges, zip codes, other related location attributes, Sheriff codes, spatial attributes
 - Countywide RMS "Street" file containing street name attributes, address ranges, addressing anomalies (odd/non-standard addressing), Sheriff codes, cross-streets for splits, census tracts, zip codes, other location attributes
 - On-going updates/maintenance of GST custom extract program(s) associated with producing these data extract(s), including all staff time associated with:
 - Batch processing of Data
 - Process monitoring and validation
 - Programming and/or Database changes (as required)
 - On-going updates/maintenance of GST GeoSense© data and SHERIFF boundary layers as necessary to ensure currency/accuracy of data in RMS formatted files (refer to item #5 and item #6 for coverage):
 - Data Exchange in required format, including:
 - Monthly or other mutually agreed upon exchange interval for data files (refer to item #9 for additional coverage)
 - Data exchange monitoring/validation (i.e. ftp, other mutually agreed upon exchange methodologies)
 - Includes all associated technical analysis, working with designated SHERIFF staff on changes/modifications, troubleshooting, and other similar technical support as required for these extracts

2. GST GeoSense® customized data extracts licensed for use in SHERIFF CAD System:

- Creation of four (4) distinct countywide data files derived from GST GeoSense® Data licensed for use in SHERIFF CAD compatible format, including:
 - Countywide CAD "Alias" file containing common street misspellings, duplicate names for streets (historical street name changes), and related location attributes (and other address attribute misspellings if requested)
 - Countywide CAD "Intersection" file containing cross-streets, intersection addressing, location attributes Sheriff codes, spatial attributes
 - Countywide CAD "Street" file containing street name attributes, address ranges, addressing anomalies (odd/non-standard addressing), spatial attributes, record identifiers, zip codes, location attributes, and Sheriff codes
 - Countywide "AltGrid" file containing Alternate Map Grid locator codes and record identifiers
- On-going updates/maintenance of GST custom extract program(s) necessary to produce these data extract(s), including all staff time associated with:
 - Batch processing of Data
 - Process monitoring and validation
 - Programming and/or Database changes (as required)
- On-going updates/maintenance of GST GeoSense® data and SHERIFF boundary layers as necessary to ensure currency/accuracy of data in CAD formatted files (refer to item #5 and item #6 for coverage):
- Data Exchange in required format, including:
 - Monthly or other mutually agreed upon exchange interval for data files (refer to item #9 for additional coverage)
 - Data exchange monitoring/validation (i.e. ftp, other mutually agreed upon exchange methodologies)
- Includes all associated technical analysis, working with designated SHERIFF staff on changes/modifications, troubleshooting, and other similar technical support as required for these extracts

3. GST GeoSense® customized data extracts licensed for use in SHERIFF Technical Services Bureau GIS System:

- Creation of multiple countywide data file(s) derived from GST GeoSense® Data in three (3) industry-standard GIS compatible formats (ArcView® format, Maptitude® format, AtlasGIS® format), licensed for use, including:
 - Countywide ArcView® compatible files in (.DBF, .SHP, .SHX) format including:
 - Cities - Six (6) distinct data layers/information sets
 - Cntybdy - One (1) distinct data layer/information sets
 - County - Six (6) distinct data layers/information sets (including tentative streets)
 - District (School) - Five (5) distinct data layers/information (includes attendance boundaries)
 - Parks - Two (2) distinct data layers/information
 - Roads - Twenty-Two (22) distinct data layers/information (including gated communities, apartment complexes, Mobile Home Parks, street surfaces, street name aliases, addressing anomalies)
 - Schools - Five (5) distinct data layers/information sets (includes school sites)
 - Sheriff - Three (3) distinct data layers/information sets
 - Water - Two (2) distinct data layers/information sets
 - Parcel Bdys* - One (1) distinct data layer/information sets
 - Parcel Centroids* - One (1) distinct data layer/information sets

***Important Note:** GST claims no ownership of Riverside County Parcel data. It is understood that parcel data is public information of which its current distribution and/or terms of usage are coordinated and managed by the County of Riverside – Transportation and Land Management Agency (TLMA), and/or any other county departments as deemed by the County of Riverside, and any other policies, regulations and/or laws as deemed applicable. This dataset provided via authorizing agreement(s) between Sheriff and TLMA and/or any other applicable authorizing agreement(s)/policy. Sheriff must provide GST with reasonable advance written notification of any change in agreement between Sheriff and TLMA related to this dataset to ensure GST has adequate time to fully comply

- Countywide Maptitude® compatible files in (.BIN, .BX, .CDF, .DCB, .STY) format including:
 - Cdps – One (1) distinct data layer/information set (including Census designated places)
 - Cities – One (1) distinct data layers/information sets
 - County – Seven (7) distinct data layers/information sets (including tentative streets)
 - District (School) – Five (5) distinct data layers/information (includes attendance boundaries)
 - IR – One (1) distinct data layer/information set
 - Military – One (1) distinct data layer/information set
 - Parks – Two (2) distinct data layers/information
 - Roads – Twenty-Three (23) distinct data layers/information (including gated communities, apartment complexes, Mobile Home Parks, street surfaces, street name aliases, addressing anomalies)
 - Schools – Seventeen (17) distinct data layers/information sets (including charter schools, continuation schools, colleges, universities, Head Start sites, proposed schools sites (applicable attendance boundaries if requested))
 - Sheriff – Three (3) distinct data layers/information sets
 - Water – Three (3) distinct data layers/information sets
 - Parcel Bdys* - One (1) distinct data layer/information sets
 - Parcel Centroids* - One (1) distinct data layer/information sets

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- Countywide Atlas-GIS® compatible files in (.AGF, .AGX, .AIF, .ANX, .DBF)
 - One (1) Master countywide file with street and polygons, including the following layers:
 - Cdps – One (1) distinct data layer/information set (including Census designated places)
 - Cities – One (1) distinct data layers/information sets
 - County – Seven (7) distinct data layers/information sets (including tentative streets)
 - District (School) – Five (5) distinct data layers/information (includes attendance area boundaries)
 - IR – One (1) distinct data layer/information set

- Military – One (1) distinct data layer/information set
 - Parks – Two (2) distinct data layers/information
 - Roads – Twenty-Three (23) distinct data layers/information (including gated communities, apartment complexes, Mobile Home Parks, street surfaces, street name aliases, addressing odd/odd non-standard addresses)
 - Schools – Seventeen (17) distinct data layers/information sets (including charter schools, continuation schools, colleges, universities, Head Start sites, proposed schools sites (applicable attendance boundaries if requested)
 - Sheriff – Three (3) distinct data layers/information sets
 - Water – Three (3) distinct data layers/information sets
- One (1) Master countywide Roads file with Census Type A Classification Roads including street names and aliases, addressing, addressing odd (odd non-standard addresses)
- On-going updates/maintenance of GST custom extract program(s) necessary to produce these data extract(s), including all staff time associated with:
 - Batch processing of Data
 - Process monitoring and validation
 - Programming and/or Database changes (as required)
 - On-going updates/maintenance of GST GeoSense® data and SHERIFF boundary layers as necessary to ensure currency/accuracy of data in the above formatted files (refer to item #5 and item #6 for coverage):
 - Data Exchange in required format, including:
 - Quarterly or other mutually agreed upon exchange interval for data files (refer to item #9 for additional coverage)
 - Data exchange monitoring/validation (i.e. ftp, other mutually agreed upon exchange methodologies)
 - Includes all associated technical analysis, working with designated SHERIFF staff on changes/modifications, troubleshooting, and other similar technical support as required for this extract
4. GST GeoSense® applicable data compatible/spatially aligned to Riverside County Parcel* data - No Additional charge for use in SHERIFF Technical Services Bureau GIS System, including:
- Applicable dataset spatial alignment for Sheriff Technical Services Bureau – GIS System in two (2) industry-standard GIS compatible formats (ArcView® format and Maptitude® format)
 - No additional charge for this added feature
- *Important Note:** GST claims no ownership of Riverside County Parcel data. It is understood that parcel data is public information of which its current distribution and/or terms of usage are coordinated and managed by the County of Riverside – Transportation and Land Management Agency (TLMA), and/or any other county departments as deemed by the County of Riverside, and any other policies, regulations and/or laws as deemed applicable. This dataset provided via authorizing agreement(s) between Sheriff and TLMA and/or any other applicable authorizing agreement(s)/policy. Sheriff must provide GST with reasonable advance written notification of any change in agreement between Sheriff and TLMA related to this dataset to ensure GST has adequate time to fully comply
5. Annual Maintenance Subscription Service – On-going updates to Data Layers, Data Points and Address/Street related Attributes as referenced in items #1, #2, #3, including:
- Subscription Service covers all tasks associated with maintaining currency of data for Sheriff extracts listed under items #1, #2, and #3 including all the following as necessary/applicable:
 - Research and analysis of a wide variety of GIS source documents
 - Map preparation, drafting, digitizing, data entry, plotting

- Computerized boundary creation
 - Field checks,
 - Document Research
 - Other related tasks, services and/or products for this service related to on-going update/maintenance of geographic data as applied to SHERIFF boundary layers and Sheriff Data Extracts as necessary for reliability and currency of geographic data used in conjunction with/as specified in this agreement
6. Computerized maintenance of SHERIFF Reporting Districts, Beats and Station Boundaries.
- GST will make changes/updates to Sheriff Reporting Districts, Beats and Station boundaries as either identified by Sheriff and/or as authorized by Sheriff to do independently (i.e. minor city annexations)
 - Maintenance includes applying current or updated boundaries to all countywide geographic features identified in Sheriff extracts under item #1, #2, and #3
 - Includes any map product, report, or electronic file necessary for validation of boundary changes (as necessary and applicable)
 - Includes annual storage of Sheriff boundary attributes in GST GeoSense© Oracle® Database
7. GST Mapping Services – No Charge Maps covered under SHERIFF Annual Service Package include:
- One (1) Wall-size Map
 - Territory covers Riverside County
 - Standard features, including: roads, highways, forest boundaries, etc. (others as requested)
 - Boundary layers include cities, Sheriff Stations and Beats
 - Media type shall be White Film (or other similar as requested)
8. Geographic Street Network reports (as requested).
9. High Priority Client Status based upon emergency nature of Department, including:
- GST will accommodate greater frequency in data extracts as needed by Sheriff beyond the standard exchange interval as defined in items #1, #2, and #3 (as is deemed within the reasonable ability of GST to accommodate)
10. Discounts on products and fees rates as referenced under "SERVICE AND LICENSE TERMS – #8. DISCOUNTS", including:
- Early Payment Discount
 - Discounts on GST Custom Mapping Projects
 - Waived setup cost
 - A map labor discount as referenced under "SERVICE AND LICENSE TERMS - #8. DISCOUNTS" and "TERMS #10. BILLING RATE SCHEDULE"
 - Discount on total project cost for other optional technical services/products as referenced under "SERVICE AND LICENSE TERMS - #8. DISCOUNTS" and "TERMS #10. BILLING RATE SCHEDULE"
11. GST WebAddmatch© Online Sheriff Site License - Customized Version for Sheriff, including:
- License bundled as part of SHERIFF ANNUAL SERVICE PACKAGE
 - Program is a Web Accessible address locator to find address location based upon street number and street name and/or cross-streets
 - Accesses GST GeoSense© database to access same information sent to Sheriff via extracts listed under items #1, #2, and #3
 - Finds multiple occurrences of addresses countywide, handles odd/non-standard addresses, duplicate names (historical street names), etc.
 - Customizable retrieval screen displays Sheriff District, Beat, and Station, School districts, Supervisorial Areas, Address Ranges, and other fields
 - Includes WebMap Plug-in which displays a web map of the addmatched address, including streets, station locations, Sheriff boundaries, and business locations, and parcels*.

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SERVICE AGREEMENT AND LICENSE TERMS

1. **ASSIGNMENT OF STAFF:** GST further agrees to assign proper staff members to render the above listed services.
2. **AGREEMENT TERM:** The term of this agreement shall cover the fiscal year beginning July 1, 2009, to and including June 30, 2010.
3. **PAYMENT:** The SHERIFF agrees to pay GST the amount(s) as identified in the following payment schedule:

SHERIFF Annual Service Package Costs

Amount	Description	Payment due Date
\$104,500.00	Annual SHERIFF Service Fee	On or before July 31, 2009
\$95,000.00	Annual SHERIFF Service Fee Early Payment Discount	July 1, 2009 (or 1 st Business Day of July)

OPTIONAL: FY09-10 Custom Mapping Media Costs*

(Mapping Projects not covered under No Charge Maps – May require separate P.O.)

Map Size	Paper	Mult. Copy	Film	PDF	Lamination	Foam Mount
A Size (8 ½" x 11")	\$19.25	\$6.05	\$30.25	\$30.25	\$5.00	\$7.50
B Size (11" x 17")	\$22.55	\$8.25	\$35.75	\$35.75	\$7.50	\$10.00
C Size (17" x 22")	\$29.15	\$10.45	\$41.25	\$41.25	\$10.00	\$15.00
D Size (22" x 34")	\$35.75	\$12.65	\$46.75	\$46.75	\$12.00	\$20.00
E Size (34" x 44")	\$41.25	\$14.85	\$52.25	\$52.25	\$15.00	\$25.00

*Note: The costs above are for Media only. Does not include map labor associated with specific projects. Refer to #10. Billing Rate Schedule for labor hourly rates

4. **LATE PAYMENTS:** GST, at its option, may impose a late fee for balances outstanding more than thirty (30) days from the date specified on any invoice. If a late payment is assessed, it will be charged at 1.75% per month (21% annum.).
5. **NOT TO EXCEED:** In no event shall the total amount paid under this agreement exceed the sum of **\$104,500.00**. Optional custom mapping projects and/or optional additional services not covered under "A. SHERIFF ANNUAL SERVICE PACKAGE" may require separate P.O.(s).

6. GST DATA AND SOFTWARE:

Use: GST GeoSense© Geographic Data and/or GST Software provided under this agreement is licensed and intended for the sole and exclusive internal use of SHERIFF CAD, SHERIFF RMS, and SHERIFF TECHNICAL SERVICES BUREAU-USER TECHNICAL SUPPORT-GSI, and intended only for the sole purpose(s) of use in CAD Emergency Dispatching System, RMS Emergency Dispatching System, and Technical Services Bureau-User Technical Support-GIS for graphical display purposes/internal mapping projects for SHERIFF and SHERIFF Stations, and not for any other purpose or use, unless first receiving written permission from GST to do so, or as otherwise authorized in this agreement.

Ownership: GST retains all right, title and interest, including all copyright and intellectual property rights, in and to, any GST GeoSense© Geographic Data and/or GST Software licensed and provided under this agreement, including and all copies thereof. GST GeoSense© Geographic Data and/or GST Software is provided exclusively on a lease and/or license only basis for the duration of this agreement, and ownership of GST GeoSense© Geographic Data and/or GST Software is neither transferred to SHERIFF, nor should be construed nor implied to be transferred to SHERIFF, under this agreement. GST Data and/or GST Software ownership interest belongs exclusively to Hollister-Powell & Associates – GeoSpective Technologies™ and exists in perpetuity, and all corresponding terms of the agreement shall likewise exist in perpetuity. Such ownership shall include right of reproduction, distribution and/or sale to third parties and all copyrights, patents, licenses, or similar intellectual property rights resulting from the use and/or development of Data.

Limitations of Use: SHERIFF may not loan, rent, lease, sublicense, distribute or otherwise transfer all or any portion of GST GeoSense© Geographic Data and/or GST Software to other county departments, other public or private agencies/organizations, and third party vendors without first receiving GST's written permission to do so. GST maintains the right to determine whether or not to provide its data and/or software to any third party vendor, and assumes no obligation to do so within this agreement with SHERIFF. If such permission is granted to a third party vendor by GST, all third party vendors working on behalf of SHERIFF shall sign a GST SHERIFF Third Party Data Usage Agreement specifying terms for use of GST Data. Use of GST GeoSense© Data and/or GST Software should be restricted within, by, and for the Riverside County SHERIFF as specified under "6. GST DATA AND SOFTWARE: Use.", unless otherwise expressly authorized in writing by GST. SHERIFF may not copy GST GeoSense© Data and/or GST Software except as expressly set forth in this agreement, and any copies that SHERIFF is permitted to make pursuant to this agreement must contain the GST copyright, patent and other intellectual property markings that appear on or in the GST Data and/or GST Software. SHERIFF may not modify, adapt, or translate the GST Data and/or Software. For purposes of security, vendor utilization must be registered and approved by Hollister-Powell & Associates – GeoSpective Technologies™. SHERIFF shall be held liable for any intentional misuse of GST Data and/or Software, which is within the reasonable scope of the SHERIFF to administer and monitor.

Reverse Engineering: Except and to the limited extent as may be otherwise specifically provided by applicable law, SHERIFF may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, underlying ideas, underlying user interface techniques or algorithms of GST GeoSense© Data and/or GST Software by any means whatsoever, directly or indirectly, or disclose any of the foregoing, except to the extent SHERIFF may be expressly permitted to decompile under applicable law, if it is essential to do so in order to achieve operability of the Data and/or Software with another software program, and SHERIFF has first requested Hollister-Powell & Associates to provide the information necessary to achieve such operability and Hollister-Powell & Associates has not made such information available. SHERIFF shall not use GST Data and/or Software to develop any data, software or other technology having the same primary function as the GST Data and/or Software, including but not limited to using the GST Data and/or Software in any development or test procedure that seeks to develop like data and/or software or other technology, or to determine if such software or other technology performs in a similar manner as the Software.

License Agreements: SHERIFF shall abide by all conditions and terms as set forth in this agreement and any corresponding GST Data and/or Software EULA (End User License Agreement) for Data and/or Software licensed through this agreement (Refer to any applicable corresponding Data and/or Software EULA for details).

Data Warranty: GST GeoSense© geographic data is updated from many different sources, including legal and/or public documents available from various county, city and other sources, third-party data sources, on-site field validation checks, and so forth. GST makes a conscientious effort to ensure its geographic data is as current and accurate as reasonably possible. Although the GST geographic data used in conjunction with the various projects/products outlined in this agreement is deemed reliable, GST offers no warranties or assumes/accepts any liabilities for its use, nor implies or offers any guarantee of its suitability for a specific use or purpose.

7. **GEOGRAPHIC TERRITORY:** The GST Geographic Data and/or services that may be provided under this agreement will be limited to the sphere of influence of the Riverside County SHERIFF unless otherwise modified in writing to include additional territories, and/or as specified in an End User License Agreement for GST data and/or software, and/or any other mutually agreed upon binding agreement authorized by GST as applicable.
8. **DISCOUNTS:** GST guarantees SHERIFF discount prices for the following:
 - o **Early Payment Option:** A \$9,500.00 discount off the full Annual SHERIFF Service Fee of \$104,500.00 if payment is received in full on July 1, 2009 (or by the first business day of July, 2009).
 - o **Custom mapping projects:** A 33% discount on map labor for Optional Custom mapping Projects and waive of \$200.00 Standard Map Set-up Fee on new mapping projects. Discount applies to Riverside County Sheriff Department, and Sheriff Stations/Contract Cities.
 - o **Other Optional Technical services:** Other related GIS technical consulting, application development/programming services shall apply a 25-30% discount on the total cost of each unique project. All discounts are based upon time and assigned hourly rate from the Billing Rate Schedule in #10.
9. **ADDITIONAL SERVICES:** SHERIFF may contract with GST for additional services not specifically described under "A. SHERIFF ANNUAL SERVICE PACKAGE", "B. GST WEB ADDMATCH© PACKAGE". Said services shall be billed in addition to fees specified in "3. PAYMENT", and based upon and for the hours worked and the rate and fee schedule listed below. Discounts will be offered on projects of extended duration. Discount applied is dependent upon project duration
10. **BILLING RATE SCHEDULE:** The billing rate schedule for this agreement is as follows:

FY09-10 BILLING RATE SCHEDULE

Classification	Hourly Rate
Data Entry	\$38.50
Technician	\$60.50
Sr. Technician	\$93.50
Programmer	\$132.00
Database Developer/DBA/Manager	\$165.00
Manager	\$110.00
Sr. Manager	\$126.50
Web Developer/Designer	\$110.00
Trainer (class size 1-3 students)	\$137.50

11. **DEPENDENCY TASKS:** GST assumes no responsibility or liability for project delays, or failure to include any information or Data, or complete a required task and/or project, due to delays or failure on the part of SHERIFF, including its agents and/or other consultants, to properly provide necessary SHERIFF information and/or perform necessary dependency tasks, which results in lack of reasonable and sufficient time for GST to properly process and/or prepare information, and/or complete a required task as defined in this agreement.
12. **INDEPENDENT CONTRACTOR:** GST, while engaged in the performance of this agreement, is an independent contractor, and is not an officer, agent or employee of SHERIFF.
13. **HOLD HARMLESS:** The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, their respective officers, agents, servants and employees, of and from any and all liability, claims, demands, debts, suits, actions and causes

of action, including wrongful death and reasonable attorneys fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this agreement by such indemnifying party, or its officers, agents, servants and employees.

This indemnification shall apply with equal force to any and all liabilities, claims, debts, damages, demands, suits, actions and causes of action related to actual or alleged infringement or violation of any copyright, patent, license, trade secret or similar intellectual property rights by SHERIFF or subcontractor of SHERIFF.

14. **CHANGES:** This agreement may only be amended in writing by the mutual consent of the parties hereto.

15. **TERMINATION:** This is an auto-renew agreement, which requires that SHERIFF provide GST advance notice of intent to not renew for the next corresponding fiscal year. Such notice shall be in writing and must be received by GST not less than thirty (30) days prior to the expiration of this agreement. If such written notice is received, and this agreement expires, the following termination conditions and terms apply:

GST GeoSense® Geographic Data: (a) SHERIFF must cease use of any and all GST GeoSense® Geographic Data and/or GST Software licensed and provided under this agreement; (b) SHERIFF must remove GST GeoSense® Geographic Data from any and all Database tables and storage devices, and destroy all copies of GST Geographic Data then in SHERIFF possession and/or control; (c) SHERIFF shall take such other actions as Hollister-Powell & Associates may reasonably request to ensure that no unlicensed and/or unauthorized usage of GST GeoSense® Geographic Data continues after the expiration of this agreement, and all copies of GST Geographic Data no longer exists in SHERIFF possession and/or control; (d) At the option of GST, SHERIFF shall sign and return a "Verification of Non-Use of Proprietary Data" form indicating SHERIFF has complied with aforementioned termination terms and conditions related to GST Geographic Data.

GST Software: (a) SHERIFF must cease use of any and all GST Software licensed under this agreement; (b) As applicable, SHERIFF must uninstall and/or remove GST Software from any and all computer storage devices, and destroy all copies of GST Software then in SHERIFF possession and/or control; (c) SHERIFF shall take such other actions as Hollister-Powell & Associates may reasonably request to ensure that no unlicensed or unauthorized use of GST Software continues after the expiration of this agreement, and as applicable, all copies of GST Software no longer exist in SHERIFF possession and/or control; (d) At the option of GST, SHERIFF shall sign and return a "Verification of Non-Use of Proprietary Software" form indicating SHERIFF has complied with aforementioned termination terms and conditions related to GST Software;

IN WITNESS WHEREOF, the parties hereto have executed this agreement, and agreed to all conditions herein stated, on the day and year first above written.

SIGNATURES:

HOLLISTER-POWELL & ASSOCIATES – GEOSPECTIVE TECHNOLOGIES™
6960 Magnolia Avenue, Suite 205
Riverside, CA 92506-2816

RIVERSIDE COUNTY SHERIFF'S DEPT.
Technical Services Bureau
1260 Palmyrita Avenue
Riverside, CA 92507

Signature/Date

Signature/Date

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis DATE