

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



534

FROM: Larry W. Ward, Assessor-County Clerk-Recorder

SUBMITTAL DATE:

July 2, 2012

SUBJECT: Approval of Agreement with Wave Technology Solutions Group for the software maintenance and support of our Enterprise Content Management System.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve and authorize the Chairman of the Board to sign and execute the attached agreement between the County of Riverside and Wave Technology Solutions Group for software maintenance and support in the amount not to exceed \$128,432.28 for the period of August 7, 2012, through August 6, 2013, and with the option to renew the agreement for four (4) additional one-year periods, renewal in one year increments.
- 2) Authorize the Assessor-County Clerk-Recorder to administer this Agreement.
- 3) Authorize the Purchasing Agent to approve and execute any future amendments with concurrence from the Assessor-County Clerk-Recorder to this Agreement and exercise renewal options for an amount not to exceed the maximum Agreement amount. Annual renewal increases not to exceed the maximum 5% cap per year.

BACKGROUND:

(Continued on Page 2)

[Signature of Larry W. Ward]

Larry W. Ward, Assessor-County Clerk-Recorder

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 128,432.28	In Current Year Budget:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Annual Net County Cost:	\$ 0	For Fiscal year:	12/13	
SOURCE OF FUNDS: Departmental Revenue			Position To Be Deleted Per A-30	<input type="checkbox"/>	
			Requires 4/5 Vote	<input type="checkbox"/>	

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature of Lani Sioson]*
Lani Sioson

County Executive Office Signature
(FOR THE BOARD MINUTES ONLY)

Policy ☒ Policy ☒

Consent ☐ Consent ☐

Dep't Recomm.: ☐ Per Exec. Ofc.: ☐

Prev. Agn. Ref.: 7/17/07, Item #3.6 District: Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.6

FORM APPROVED COUNTY COUNSEL: *[Signature]*
BY: *[Signature]*
NEAL R. KIPNIS
Purchasing Agent
DATE: *[Signature]*
Mark Seiler, Assistant Director
Approved: *[Signature]*
Kevin K Crawford, CIO
Departmental Concurrence

Subject: Approval of Agreement with Wave Technology Solutions Group for software maintenance and support of our Electronic Content Management System.

July 2, 2012

Page 2

BACKGROUND: (Continued)

On July 17, 2007, the Board of Supervisors approved Agenda Item Number 3.6 authorizing the procurement of an Enterprise Content Management System.

The Enhanced Software Maintenance and Support Services for the Enterprise Content Management System (ECMS) is currently with EMC Corporation. The Service Agreement will expire on August 7, 2012. ACR is requesting to renew the Enhanced Software Maintenance Support with the option to renew ongoing costs for an additional four one year maintenance renewal options.

ACR uses the Enterprise Content Management System (ECMS) to redact Social Security numbers from digital images of recorded documents. The CREST project will be using the system to store all electronic images of documents in connection with the Manatron application. Also the new Clerk Recorder application (CARDS) will be utilizing the ECMS to store all document images in a secure and trusted system.

PRICE REASONABLENESS:

On May 1, 2012, County Purchasing issued RFQ ASARC-056 to seek competition for the software. The RFQ was sent to know vendors and advertised on the County Purchasing website. Two proposals were received with prices ranging from \$128,432.28 to \$212,735.52. Based on the requirements of the RFQ, Wave Technology Solutions at a cost of \$128,432.28 was the lowest cost and most responsive and responsible bidder.

FINANCIAL DATA:

The total FY 2012/2013 amount for the Enterprise Content Management System software maintenance and support is \$128,432.28.

The Agreement allows for the optional annual maintenance and support costs for Year 2 through Year 5 with estimated annual renewal increases not to exceed 5% cap per year.

Year 2 FY 2013/2014	\$134,853.90
Year 3 FY 2014/2015	\$141,596.60
Year 4 FY 2015/2016	\$148,676.43
Year 5 FY 2016/2017	\$156,110.26

Estimated Total Optional Software Maintenance and Support Costs for Year 2 through Year 5 = \$581,237.19*

***Manufacturer may or may not impose an annual increase with the cap of 5% per year.**

SERVICE AGREEMENT

for

ENTERPRISE CONTENT MANAGEMENT SYSTEMS

between

COUNTY OF RIVERSIDE

and

WAVE TECHNOLOGY SOLUTIONS GROUP



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services	3
2. Period of Performance	3
3. Compensation.....	3-4
4. Alteration or Changes to the Agreement	4-5
5. Termination	5
6. Ownership/Use of Contract Materials and Products	5
7. Conduct of Contractor	6
8. Inspection of Service: Quality Control/Assurance	6-7
9. Independent Contractor	7
10. Subcontract for Work or Services	7
11. Disputes	7-8
12. Licensing and Permits	8
13. Use by Other Political Entities	8
14. Non-Discrimination	8
15. Records and Documents	9
16. Confidentiality	9
17. Administration/Contract Liaison.....	9
18. Notices	10
19. Force Majeure	10
20. EDD Reporting Requirements	10-11
21. Hold Harmless/Indemnification	11-12
22. Insurance	12-14
23. General	14-16
Exhibit A-Scope of Service	17-19
Exhibit B- Payment Provisions.....	20-21

This Agreement, made and entered into this 7th day of August, 2012, by and between **WAVE TECHNOLOGY SOLUTIONS GROUP**, (herein referred to as "CONTRACTOR"), and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of three pages and at the prices stated in Exhibit B, Payment Provisions, consisting of one page.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through August 6, 2013, with the option to renew for four (4) additional one-year periods, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred twenty-eight thousand, four-hundred thirty-two dollar and twenty-eight cents (\$128,432.28) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no

obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas (Maintenance Support Services) and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification,

he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.5 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily

to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, social security numbers, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

County of Riverside
Assessor-County Clerk-Recorder
Attn: James Moore
PO Box 751
Riverside, CA 92502

County of Riverside
Purchasing and Fleet Services
Attn: Ines Mark
2980 Washington Street
Riverside, CA 92504

CONTRACTOR

Wave Technology Solutions Group
Attn: Amir Afzali
8805 Research Drive, Suite 100
Irvine, CA 92618

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also

contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.4 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.2 Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

22.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

22.5 General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY OF RIVERSIDE

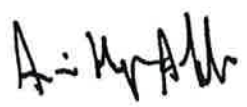
Signature: _____

Print Name: _____

Title: _____

Dated: _____

CONTRACTOR

Signature:  _____

Print Name: Amir Afzali

Title: Vice President

Dated: July 2, 2012

FORM APPROVED COUNTY COUNSEL
BY:  7/2/12
NEAL R. KIPNIS DATE

EXHIBIT A**SCOPE OF SERVICE**

The COUNTY's Assessor Clerk Recorder Information Technology (ACR-IT) requires the following scope for Enhanced Software Maintenance and Support Services be completed by the CONTRACTOR unless otherwise stated for the Enterprise Content Management System (ECMS)

ACR currently uses the Enterprise Content Management System (ECMS) to redact Social Security numbers from digital images of recorded documents. The CREST project will be using the system to store all electronic images of documents in connection with the Manatron application. Also the new Clerk Recorder application (CARDS) will be utilizing the ECMS to store all document images in a secure and trusted system.

1. Scope

- 1.1. CONTRACTOR to provide 24 x 7 access to the online support portal.
- 1.2. CONTRACTOR to provide telephone support 8 x 5.
- 1.3. CONTRACTOR to provide next Business-Day Response for Software.
- 1.4. CONTRACTOR to provide four (4) authorized technical client contracts per agreement.
- 1.5. CONTRACTOR to provide aggressive service level objectives.
- 1.6. CONTRACTOR to provide proactive review of migration & upgrade plans.
- 1.7. CONTRACTOR to provide access to software updates.

2. COUNTY Roles and Responsibilities

- 2.1. ACR-IT will provide the contract information for client technical representatives per support contract.
- 2.2. ACR-IT will supply logon IDs as required
- 2.3. ACR-IT will provide outgoing access to client's software environment for purposes of managing client's support cases.
- 2.4. ACR-IT will engage technical support teams for all vendors and third parties as necessary.
- 2.5. ACR-IT will allow access to appropriate client staff as required (including access to client personnel to support the relevant WAVE Support Engineers) on issues and tasks not directly stated in this Client Guide, but which have a direct impact on the successful completion of required tasks.
- 2.6. ACR-IT will review and comment on all Wave deliverables.
- 2.7. ACR-IT will designate a lead client contact and prioritization mechanism to assist WAVE Support Engineer in resolving multiple requests for assistance.

3. Wave Support and Responsibilities

- 3.1. During the term of the annual support program, WAVE will exercise commercially reasonable efforts to track cases through use of WAVE's case tracking system, and correct any problem reported by Authorized Technical Contacts in the current, unmodified release of WAVE Content Management and Infrastructure Software support according to the case severity level. The following responsibilities require WAVE Professional Services, except as noted regarding WAVE Infrastructure Software support solutions:

3.2. Installation. WAVE Support Engineers will respond to installation questions and provide limited installation guidance. However, WAVE Support Engineers will not guide clients step-by-step through installations or provide remote installation assistance for Infrastructure Software products that require scripting. Contact WAVE's Professional Services to request a bid for complete installation assistance.

3.3. Writing and debugging scripts.

3.4. Data recovery from corrupted media.

3.5. Bug resolution in unsupported product releases. See Product Release Types and Duration of Support for more details.

3.6. Questions on performance, consulting or extensive configuration. Additional telephone and onsite support services are available to meet these needs.

3.7. Case work outside purchased program's performance goals.

Note: Technical support is not structured to address questions on performance, consulting or extensive configuration questions. Additional consulting services are available separately through WAVE Professional Services.

4.0 Case Confirmation

4.1. Contractor Dispatch Agent will confirm your support coverage and the contact's eligibility for support before opening a case. Contacts not previously authorized as eligible Authorized Technical Contacts will be advised to seek the assistance of a previously designated Authorized Technical Contact or will be allowed to open a "per-incident" case with a valid credit card.

4.2. Once coverage and the Authorized Technical Contact are confirmed, the Dispatch Agent logs pertinent case information, asks the Authorized Technical Contact to establish initial case severity level and routes the case, pertinent files and information to the appropriate support team. A confirmation email that includes the assigned case ID number is sent to the case

4.3. For escalation needs, contact a member of Wave management team: ON-DUTY MANAGER (877) 977-WAVE, Support@wave-tsg.com

5.0 Case Severity Levels & Performance Goals

5.1 Various factors influence the ability to resolve problems. Some of these factors are outside of the Control of WAVE. The following Service Level Objectives are intended to provide a frame work for setting mutual expectations rather than to serve as a guarantee regarding Content Management and Infrastructure Software resolution efforts.

5.2 Service Level Objectives Table

Severity	Definition	Enhanced Support	Attempt to provide relief Within
Severity 1 Critical	<ul style="list-style-type: none"> Severe problem preventing workgroup from performing critical business functions. 	1 Hour Remote Response	1 Day
	<ul style="list-style-type: none"> Production data corruption (data loss, data unavailable). 		
	<ul style="list-style-type: none"> Production System crash or hang. 		
	<ul style="list-style-type: none"> Production Systems significantly impacted. 	2 Hours (after hours and weekend)	Continual Relief effort applied.
	<ul style="list-style-type: none"> Production System and/or data is at high risk or potential loss or interruption. 		
	<ul style="list-style-type: none"> Production System workaround is required immediately. 		
	<ul style="list-style-type: none"> Client or workgroup able to perform job function, but performance of job function degraded to severity limited. 		
Severity 2 High	<ul style="list-style-type: none"> Production system adversely impacted. 		5 Business Days
	<ul style="list-style-type: none"> Non-Production data corruption (data loss, data unavailable). 	4 Business Hours Remote Response	Continual Relief effort applied during normal business hours.
	<ul style="list-style-type: none"> Non Production System Crash or hang. 		
	<ul style="list-style-type: none"> Non- Production, and / or Data is at high risk at potential loss or interruption. 		
	<ul style="list-style-type: none"> Non-Production System workaround is required immediately. 		
	<ul style="list-style-type: none"> Development system(s) is inoperative. 		
	<ul style="list-style-type: none"> Client or workgroup performance of job function is largely unaffected. 		
Severity 3 Medium	<ul style="list-style-type: none"> Production or development system has encountered a non-critical problem or defect and/or questions have arisen on product use. 	8 Business Hours Remote Response	10 Business Days
	<ul style="list-style-type: none"> Minimal system impact; includes feature requests and other non-critical questions. 		Relief effort applied during normal business hours.
Severity 4 Request	<ul style="list-style-type: none"> No Client business impact. 	24 Business Hours Remote Response	20 Business Days
	<ul style="list-style-type: none"> Requests for Enhancements. 		Relief effort applied as required.

EXHIBIT B PAYMENT PROVISIONS

PART NUMBER	DESCRIPTION	QTY	COVERAGE START DATE	COVERAGE EXPIRATION DATE	ANNUAL MAINTENANCE
456-102-275	CAPTIVA ATTENDED CLIENT	1	7-Aug-2012	6-Aug-2013	\$307.73
456-102-279	CAPTIVA EXPORT FOR EMC - NC	1	7-Aug-2012	6-Aug-2013	\$0.00
456-102-273	CAPTIVA SCANPLUS MODULE (STANDARD)	1	7-Aug-2012	6-Aug-2013	\$87.92
456-102-265	CAPTIVA SERVER VOL+ADVRECG+100K PPY PERP	1	7-Aug-2012	6-Aug-2013	\$425.55
456-102-262	CAPTIVA STDSVR+ADVRECG TEST/DRS 10K PPY	1	7-Aug-2012	6-Aug-2013	\$211.02
AIS-MC	AUTHORING INTEGRATION SERVICES CORE	2	7-Aug-2012	6-Aug-2013	\$5,715.00
BIZ-ACTVT-MON	BUSINESS ACTIVITY MONITOR MULTI-CORE	2	7-Aug-2012	6-Aug-2013	\$11,430.00
CNTNT-SERVER	CONTENT SERVER ST	700	7-Aug-2012	6-Aug-2013	\$28,003.50
456-010-843	DISPATCHER FOR IA CLASSIFICATION < 9,125,000 PPY	1	7-Aug-2012	6-Aug-2013	\$11,015.00
456-010-856	DISPATCHER FOR IA EXTRACTION < 9,125,000 PPY	1	7-Aug-2012	6-Aug-2013	\$7,343.34
456-010-898	DISPATCHER MANAGER CLIENT	1	7-Aug-2012	6-Aug-2013	\$211.02
456-010-894	DISPATCHER VALIDATION MODULE (10 CLIENTS) WSTN	1	7-Aug-2012	6-Aug-2013	\$1,318.85
DTS-1	DOCUMENT TRANSFORMATION SVCS CPU	2	7-Aug-2012	6-Aug-2013	\$2,286.00
ADMNSTRTR	DOCUMENTUM ADMINISTRATOR ST	2	7-Aug-2012	6-Aug-2013	\$1,143.00
DEVELOPSTUDIO	DOCUMENTUM DEVELOPER STUDIO ST	2	7-Aug-2012	6-Aug-2013	\$1,143.00
FORMS-BLDR	DOCUMENTUM FORMS BUILDER ST	1	7-Aug-2012	6-Aug-2013	\$102.87
FORMS-USER	DOCUMENTUM FORMS USER ST	100	7-Aug-2012	6-Aug-2013	\$857.25
456-011-323	EMC DOCUMENTUM EXPORT FOR INPUTACCEL	1	7-Aug-2012	6-Aug-2013	\$1,055.08
456-011-324	EMC DOCUMENTUM EXPORT FOR INPUTACCEL- NOCHARGE	1	7-Aug-2012	6-Aug-2013	\$0.00
456-011-248	INPUTACCEL SERVER - 9,125,000 PPY	1	7-Aug-2012	6-Aug-2013	\$5,064.37
456-011-400	INPUTACCEL SOFTWARE DEVELOPERS KIT	1	7-Aug-2012	6-Aug-2013	\$1,582.62
456-011-303	INPUTACCEL STANDARD EXPORT BUNDLE-NOCHARGE	1	7-Aug-2012	6-Aug-2013	\$0.00
456-011-285	INPUTACCEL UNIVERSAL CLIENTS -10 PACK	2	7-Aug-2012	6-Aug-2013	\$4,431.32
IDS-SRC-MC	INTERACTIVE DELIVERY SERVICES SOURCE CORE	2	7-Aug-2012	6-Aug-2013	\$2,286.00
IDS-TAR-MC	INTERACTIVE DELIVERY SERVICES TARGET CORE	2	7-Aug-2012	6-Aug-2013	\$1,143.00
DGTL-AST-MGR	MEDIA WORKSPACE / DIGITAL ASSET MANAGER ST	1	7-Aug-2012	6-Aug-2013	\$45.72
MYD-OUTLOOK	MY DOCUMENTUM FOR MICROSOFT OUTLOOK	1	7-Aug-2012	6-Aug-2013	\$8.58
BUS-PROC-ANLZ	PROCESS ANALYZER ST	2	7-Aug-2012	6-Aug-2013	\$1,143.00
BUS-PROC-MGR	PROCESS BUILDER ST	2	7-Aug-2012	6-Aug-2013	\$1,143.00
PRC-ENGSTD-MC	PROCESS ENGINE CORE	2	7-Aug-2012	6-Aug-2013	\$11,430.00
BUS-PROC-S-MC	PROCESS INTEGRATOR CORE	2	7-Aug-2012	6-Aug-2013	\$5,715.00
BUS-PROC-NAV	PROCESS NAVIGATOR ST	5	7-Aug-2012	6-Aug-2013	\$514.35
REC-MGRADMIN	RECORDS MANAGER ADMIN ACCESS ST	2	7-Aug-2012	6-Aug-2013	\$1,143.00
REC-MGR-EXT	RECORDS MANAGER CLIENT EXTENSION ST	50	7-Aug-2012	6-Aug-2013	\$1,143.00
REC-MGR-COORD	RECORDS MANAGER COORDINATOR ST	5	7-Aug-2012	6-Aug-2013	\$428.63
REPORTINGSVCS	REPORTING SERVICES INST	2	7-Aug-2012	6-Aug-2013	\$1,143.00
RET-POL-SV-MC	RETENTION POLICY SERVICES CORE	2	7-Aug-2012	6-Aug-2013	\$5,715.00
456-010-526	SCAN MODULE (LEVELS 1-3 ONLY)	15	7-Aug-2012	6-Aug-2013	\$1,581.03
WP-PAGE-BUILD	WEB PUBLISHER PAGE BUILDER	10	7-Aug-2012	6-Aug-2013	\$228.60
DCTM-WEB-PUB	WEB PUBLISHER ST	10	7-Aug-2012	6-Aug-2013	\$457.20
WEBTOP-SEAT	WEBTOP CLIENT ST	550	7-Aug-2012	6-Aug-2013	\$9,429.75
TOTAL					\$128,432.28

The Agreement allows for the optional annual maintenance and support costs for Year 2 through Year 5 with estimated annual renewal increases not to exceed 5% cap per year.

Year 2 FY 2013/2014	\$134,853.90
Year 3 FY 2014/2015	\$141,596.60
Year 4 FY 2015/2016	\$148,676.43
Year 5 FY 2016/2017	\$156,110.26

Estimated Total Optional Software Maintenance and Support Costs for Year 2 through Year 5 = \$581,237.19*

*Manufacturer may or may not impose an annual increase with the cap of 5% per year.