

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



135

**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
October 23, 2014

**SUBJECT:** Sole Source Procurement Request for Upgrade Parking Control Software/Firmware for Riverside downtown Parking Office and Parking Garages, District 2/2 [\$60,000] Parking Division Operating Budget 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached sole source procurement request for the provision of a parking control software/firmware, to upgrade the current parking software that will not be supported in the future, due to the age of the software, in the amount not-to-exceed, \$60,000.

**BACKGROUND:**  
Summary

The County of Riverside is currently on SCAN NET parking software and it will not be supported in the near future, due to the age of the software. By upgrading our current parking system with 3M Parking Enterprise Facility Management Software (EFMS), the user experience is specifically designed to turn raw data into useful, accessible information.

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY S. Hernandez 10/23/14  
Esteban Hernandez

Robert Field  
Robert Field  
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 60,000	\$	\$ 60,000	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$	\$	\$	\$	

<b>SOURCE OF FUNDS:</b> Parking Division Operating Budget 100%	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 2014/15

**C.E.O. RECOMMENDATION:**

**APPROVE**  
BY: Rohini Dasika  
Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone and Ashley  
Nays: None  
Absent: Benoit  
Date: November 4, 2014  
xc: EDA

Kecia Harper-Ihem  
Clerk of the Board  
By: Kecia Harper-Ihem  
Deputy

3-8

FORM APPROVED COUNTY COUNSEL 10/9/14  
 DATE  
 PURCHASING: M. [Signature]  
 GREGORY P. PRIAMOS  
 Departmental Concurrence  
 Christopher Hans, Interim Chief Information Officer  
 Riverside County Information Technology  
 By: [Signature]

- A-30
- Positions Added
- 4/5 Vote
- Change Order

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

Economic Development Agency

**FORM 11:** Sole Source Procurement Request for Upgrade Parking Control Software/Firmware for Riverside downtown Parking Office and Parking Garages, District 2/2 [\$60,000] Parking Division Operating Budget 100%

**DATE:** October 23, 2014

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary** (Continued)

This upgrade will ensure continued technical support in the future and will resolve issues with the current parking software such as passback, card number catalog issuance and the number of devices supported.

3M Enterprise Facility Management Software (EFMS) is the only system that will interface with our current system. We currently use 3M software and hardware in all of our county structures. To choose another company's software would not be compatible with our current system and would require us to replace the hardware, creating a much higher cost to the county as this affects our Parking Office, the garages at 12<sup>th</sup> Street, Riverside Centre and the CAC.

**Impact on Citizens and Businesses**

This upgrade is essential to run our county parking facilities more efficiently and it supports our current parking operations system.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Purchasing this product will not further obligate the county to future, or similar, contractual arrangements or any ongoing costs affiliated with the sole source.

**Contract History and Price Reasonableness**

The department has utilized the 3M software as their central parking tracking/billing system for over 16 years at all locations. It is essential that each individual location be able to interface with the main system and replacing the entire system with another product would cost prohibited. The vendor is extending the County the same deeply discounted state and local governmental pricing offered all governmental entities.


**ATTACHMENTS:**

- A. Sole Source Procurement Request

Date: 08/25/14  
 From: Robert Field Department/Agency: EDA/Parking Services  
 To: Board of Supervisors/Purchasing Agent  
 Via: Purchasing Agent  
 Subject: Request for upgrade parking control software/firmware

The below information 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.

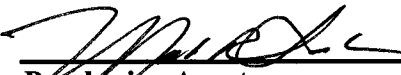
1. **Supply/Service being requested:**  
Upgrade parking control software/firmware from 3M SCAN NET to 3M EFMS system.
2. **Supplier being requested:**  
3M
3. **Alternative suppliers that can or might be able to provide supply/service:**  
None
4. **Extent of market search conducted:**  
Internet and industry publications.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**  
Upgrade parking control software/firmware currently used for parking structure operations while utilizing the parking equipment in current use.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:**  
Currently used SCAN NET parking software will not be supported in the future due to the age of the software. EFMS software upgrade will replace SCAN NET parking software and eliminate issues in the current software such as passback feature not operational, limited number of cards that can be issued, and the amount of devices that can be supported.
7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:**  
Price of upgrade is \$54,290.50
8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).**  
No.
9. **Period of Performance:**

  
 \_\_\_\_\_  
 Department Head Signature Date

Purchasing Department Comments:

Approve                      Approve with Condition/s                      Disapprove

Not to exceed: \$ 60,000                      One time                      Annual Amount through \_\_\_\_\_

                      10-14-14                      15-252  
 \_\_\_\_\_  
 Purchasing Agent                      Date                      Approval Number  
 (Reference on Purchasing Documents)



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
 To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for  
Internal Use Only

Labor: \$	Annual Cost Savings			
	Net Annual Savings			
	TOTAL COST: \$	Project Implementation Cost		
		Project Payback Period? yrs		

Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**RCIT RECOMMENDATION – for purchases and renewals under \$100,000**

Recommended:  Yes  No (Non-recommended requests submit to TSOC)

By: \_\_\_\_\_ Date: 9/16/14  
 Chief Information Officer Signature: *[Signature]* Date: \_\_\_\_\_

**RCIT APPROVED**

**RCIT explanation for non-recommended requests:**

\_\_\_\_\_

**TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals**

Recommended:  Yes  No (In no, provide explanation below)

TSOC Chair Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TSOC explanation for denied requests:**

\_\_\_\_\_



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

**PR2014-01880**  
Tracking Number for  
Internal Use Only

<b>REQUESTED PURCHASE:</b> EFMS PARKING SOFTWARE/FIRMWARE UPGRADE													
<b>DEPARTMENT/AGENCY:</b> EDA/PARKING SERVICES													
<b>CONTACT NAME/PHONE:</b> MARK MCGINNIS 955-5286													
<b>PURCHASE REQUEST:</b> <input type="checkbox"/> NEW EQUIPMENT/SERVICES <input checked="" type="checkbox"/> UPGRADE <input type="checkbox"/> REPLACEMENT													
<b>PURCHASE TYPE:</b> <input type="checkbox"/> PROFESSIONAL SERVICES <input checked="" type="checkbox"/> SOFTWARE <input type="checkbox"/> HARDWARE <input type="checkbox"/> RENEWAL													
<b>DESCRIBE REQUESTED PURCHASE</b>	Upgrade parking software/firmware currently used in County owned parking structures from 3M's SCAN NET parking software to 3M's EFMS parking software.												
<b>BUSINESS NEEDS ADDRESSED</b>	Upgrade ensures continued technical support in the future and will resolve issues with the current parking software such as passback, card number catalog issues and the number of devices supported.												
<b>ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY?</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN													
<b>BUSINESS CRITICALITY</b> <input checked="" type="checkbox"/> Run the business <input type="checkbox"/> Grow the business <input type="checkbox"/> Transform the business	<b>BUSINESS IMPACT (SELECT ALL THAT APPLY)</b> <input checked="" type="checkbox"/> Support current operations <input type="checkbox"/> Reduce Expenses <input type="checkbox"/> Improve Customer Service <input checked="" type="checkbox"/> Improve Operational Efficiencies												
<b>BUSINESS RISKS</b>	Financial: Operational: Not have technical support, restricted number of cards that can be issued, restricted number of devices supported, passback feature inoperable. Customer:												
<b>ALTERNATIVE SOLUTIONS</b>	1. NONE												
<b>TRANSACTION</b> <input checked="" type="checkbox"/> Cash Purchase <input type="checkbox"/> Lease Purchase Lease Years: _____													
<b>PURCHASE COSTS</b> Hardware: \$ Software: \$54,920.50	<b>COST BENEFIT ANALYSIS</b> <table border="1"> <thead> <tr> <th></th> <th>ALTERNATIVE STATUS QUO</th> <th>ALTERNATIVE</th> <th>ALTERNATIVE</th> </tr> </thead> <tbody> <tr> <td>Current Annual Cost</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Ongoing Annual Cost</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		ALTERNATIVE STATUS QUO	ALTERNATIVE	ALTERNATIVE	Current Annual Cost				Ongoing Annual Cost			
	ALTERNATIVE STATUS QUO	ALTERNATIVE	ALTERNATIVE										
Current Annual Cost													
Ongoing Annual Cost													

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Traffic Safety and Security Division  
 3M Center, Bldg 224-4N-14  
 St Paul, MN 55144-1000  
 Tel: (877) 777-3571  
 Email: parkingorderprocessing@mmm.com

2014 Quotation	
Quote #:	07222014 rev0
Quote Date:	22-Jul-2014
Valid until:	19-Nov-2014
Project Name:	County of Riverside
Est. Ship Date:	4 - 6 weeks

**BILL TO:** County of Riverside California  
 4293 Orange St.  
 Riverside, CA 92501

**SHIP TO:** County of Riverside California  
 4293 Orange St.  
 Riverside, CA 92501

CONFIG PACKAGES							
75-0302-0854-2	53-18430	17.0	CONFIG MODULE, CD GATE VALUECARD/CREDIT CARD&STD.	\$	500.00	\$	50.00 \$ 850.00
CONFIG PACKAGES							
75-0302-1024-1	83-20481	8.0	CONFIG PKG.-U1/MG1000 - STANDARD	\$	200.00	\$	50.00 \$ 400.00
POWERPAD UPGRADE FOR SCANNET 6.X CAPABILITY							
78-0060-2847-2	92-29023	7.0	PCBA, PowerPad CPU Board	\$	3,500.00	\$	980.00 \$ 6,860.00
78-0060-3660-8	86-24113	7.0	Powerpad Firmware Platform C (ROMS) (Scan 6.x)	\$	4,500.00	\$	500.00 \$ 3,500.00
78-0060-3666-5	86-24125	7.0	Powerpad, Firmware SST Platform C Config (Scan 6.x)	\$	70.00	\$	34.50 \$ 241.50
ENTERPRISE FACILITY MANAGEMENT SOFTWARE (EFMS)							
Upgrade from Scannet System							
75-0302-1283-3	99-29208	1.0	EFMS Server License - NEW (Qty should be 1 on PO)	\$	1,440.00	\$	\$
75-0302-1352-6	EFMS	80.0	EFMS Devices NEW OR ADDTL ( QTY should be # of devices)	\$	1,430.00	\$	144.00 \$ 11,520.00
75-0302-1353-4	99-29329	1.0	EFMS, Central Credit Card Option	\$	1,430.00	\$	6,000.00 \$ 6,000.00
75-0302-1190-0	89-12605	7.0	EFMS Area Controller assembly (up to 32 devices)	\$	4,900.00	\$	1,000.00 \$ 7,000.00
NETEPAY							
75-0302-1379-9	11-26439	1.0	NETePay Multi Use St Srv-Concord Host Bs	\$	2,898.00	\$	1,449.00 \$ 1,449.00
OUTSIDE HARDWARE AND SERVICES							
75-0302-1328-6	01-40008	1.0	Outside Labor - M.Heller Sign	\$	1.00	\$	6,600.00 \$ 6,600.00
3M SERVICES							
75-0302-1325-2	01-40005	1.0	3M Labor - Training Services	\$	1.00	\$	2,500.00 \$ 2,500.00
75-0302-1326-0	01-40006	1.0	3M Labor - Installation Services	\$	1.00	\$	8,000.00 \$ 8,000.00
This excludes taxes and freight charges						<b>TOTAL</b>	<b>\$ 54,920.50</b>

Submitted by: Sarah Wheeler  
 Sales Rep: John Glodt 714-305-9681  
 email: jglodt@mmm.com

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

## TERMS AND CONDITIONS

**1. AGREEMENT AND LIMITATIONS.** The agreement between Seller and Buyer (the "sales contract") with respect to the sale of goods (the "goods") described on the other side hereof shall consist of the terms appearing hereon and on the other side hereof together with any additions or revisions of such terms mutually agreed to in writing and signed by Seller and Buyer. Buyer agrees that by submitting an order to Seller for goods, Buyer agrees to the terms and conditions set forth herein. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order, or in any other communication from Buyer to Seller, unless specifically agreed to in writing and signed by Seller. **NO REFERENCE TO BUYER'S PURCHASE ORDER OR OTHER COMMUNICATION FROM BUYER SHALL BE DEEMED TO INCORPORATE BY REFERENCE ANY TERMS APPEARING THEREIN.** The sales contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing, trade usage and verbal agreements not reduced to writing signed by Seller, to the extent they modify, add to, detract from, supplement or explain the sales contract, shall not be binding on Seller.

### 2. PACKING, MARKING, AND SHIPPING.

- a. All equipment, systems and supplies shall be properly packed, marked and shipped in accordance with the requirements of the common carrier transporting such supplies.
- b. Seller shall route shipments in accordance with the Buyer's instructions.
- c. All transportation charges paid by the Seller and to which the Seller is entitled to reimbursement shall be added to the Seller's invoice as a separate item.
- d. All shipments will be insured by the Seller at values established by seller.
- e. Buyer has the responsibility of all claims due to shipment damage either visible or hidden, damage will be marked and claims made at the time of acceptance by Buyer with the shipping company.
- f. Each packing slip, bill of lading, and invoice shall bear the applicable purchase order number and the location of plant to which supplies are to be shipped.

**3. TERMINATION OR MODIFICATION.** The sales contract may be modified or terminated only upon Seller's written consent except that clerical errors are subject to correction by Seller or upon Seller's written consent. If Seller shall declare or consent to a termination of the Sales contract, in whole or in part, Buyer, in the absence of contrary written agreement signed by Seller, shall pay a 20% cancellation fee for all services rendered and any additional freight and handling charges incurred with the return of the goods. All orders for customized equipment which are cancelled and where such equipment is not reusable, shall be paid by Buyer in full to Seller. Prices are based on delivery dates scheduled at the time of acceptance of the order.

**4. PAYMENTS.** After 3M's acceptance of an Order (Order Date), 3M will supply the Product at the price in the applicable Price Page in effect on the Order Date, unless an official deviated quote has been provided for a specific project. For projects of \$50,000 or less, payment is due within 30 (thirty) days of invoice date and if payment is received within 10 days of invoice date, Buyer will receive a 2% discount. Projects of \$50,000 to \$100,000 require a 10% down payment. Projects over \$100,000 require a 20% down payment. Payment on remaining balance are due within 30 (thirty) days of invoice date and if payment is received within 10 days of invoice date, Buyer will receive a 2% discount. 3M may, in its sole discretion waive down payment requirements.

**5. ENGINEERING CHARGES.** Additional engineering charges may be levied by the Seller to the Buyer in the event a Purchase Order requires a high level of customization of equipment and system. These charges for engineering, handling or customized purchases may not be evident in the quoting process, but become apparent during the manufacturing design and final assembly procedures. Buyer will be advised of such charges prior to invoicing.

**6. INVOICING AND GENERAL.** Invoices will be sent promptly to Buyer in duplicate. The Seller agrees to ship all goods FOB manufacturing plant to Buyer's place of business. No drop shipments outside of Buyer's or distributor's agreed trading area will be made. List prices for products are those in effect at the time of shipment and are subject to change by Seller without notice. All orders are received subject to acceptance by Seller and shipment of an order constitutes such acceptance. Unless otherwise agreed in writing, Seller reserves the right to ship goods in a single lot or in several lots. In such event, each shipment will be invoiced to Buyer and paid for separately. Standard payment terms for all products are typically 2%/10 Net 30 days from the date of invoice with credit approval. However, Seller reserves the right to ship products on a CDD basis if in Seller's sole opinion it is unwilling to extend standard credit terms. In the event terms are extended and Seller is not paid when due, all overdue payments shall bear interest until paid at eighteen (18%) percent or at the highest rate permitted by applicable law from date payment is due.

**7. DESIGN MODIFICATIONS.** All products are subject to design and/or appearance modifications, which are production standard at the time of shipment. Products shipped prior to a current production standard will be modified to current production standards when returned to Seller for any reason if in the sole opinion of Seller such modifications are necessary.

**8. RISK OF LOSS.** The risk of loss of goods or any part thereof shall pass to the Buyer upon delivery thereof by Seller to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

**9. TAXES.** Prices do not include taxes. Buyer shall pay Seller, in addition to the price of goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the goods ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

**10. DELIVERY.** Product to be delivered from stock is subject to prior sale. Delivery dates are not guaranteed but are estimated, in part, on the basis of immediate receipt by Seller of all information to be furnished by Buyer. Seller shall in good faith endeavor to meet estimated delivery dates but shall not be liable to Buyer for any damages including incidental, consequential or loss of profits as a result of failure to meet such estimated delivery dates.

**11. DEDUCTIONS AND RETURNS.** Deductions will not be honored unless covered by a credit memorandum. Goods shipped to the Buyer may be returned to Seller for

credit only upon specification of Seller, including prevailing cancellation and landing charges. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

12. **INSPECTION.** Buyer shall inspect the goods immediately upon receipt thereof. All claims for any alleged defect in Seller's performance under this sales contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within 30 days of Buyer's receipt of the goods. Failure to make any such claim within said thirty-day period shall constitute a waiver of such claim and an irrevocable acceptance of the goods by Buyer.

13. **PATENTS.** Seller shall hold Buyer harmless, to the extent herein provided against any rightful claim of any third person by way of infringement of any United States Letters Patent by such goods as are of Seller's manufacture, but if Buyer furnished specifications to Seller, Buyer shall hold Seller harmless against any such infringement claims which arise out of or relate to such specifications. Seller's agreement in this paragraph to hold Buyer harmless shall not apply to any infringement consisting of the use of goods manufactured by Seller as part of any combination with goods manufactured by Buyer or others. In the event that any goods manufactured by Seller are in any suit held to be constitute infringement and their use is enjoined, Seller, if unable within a reasonable time to secure for Buyer the right to continue using such goods, either by suspension of the injunction, by securing for Buyer a license, or otherwise shall, at its own expense, either replace such goods with non-infringing goods or modify such goods so that they become non-infringing, or accept the return of the enjoined goods and refund the purchase price theretofore paid by Buyer less allowance for any period of actual use thereof. Except as in this paragraph provided, Seller makes no warranty that the goods will be delivered free of the rightful claim of any third person by way of infringement or the like and Buyer's remedies will be limited to those provided in this paragraph.

14. **WARRANTIES.** Seller warrants that all equipment, systems, covered by this order will conform to the specifications, drawing and models considered standard at the time of manufacturing and specified by the Seller subject to all of the limitations and exceptions set forth in 3M's standard published Warranty and policies. No one has any authority to bind the Seller to any warranty beyond that extended herein. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM THE PURCHASE OR USE OF THE EQUIPMENT.

15. **LIMITATION OF REMEDIES.** 3M's entire liability and your exclusive remedy shall be as follows:

a. Any remedy published in the warranty and policy statements issued along with the shipment.

b. In no event will 3M be liable for any lost profits, lost savings, or any incidental damages or economic consequential damages, even if 3M, its authorized dealer or its approved supplier has been advised of the possibility of such damages, or for any damages claimed by you based on any third party claim.

c. Installation. Equipment performance which is installation dependent, which has not been installed by 3M resulting in damage and/or non performance of the equipment due to improper installation, will void warranty and be the sole responsibility of the buyer.

16. **CLAIMS OR CONTROVERSIES.** Any claim arising out of the Warranty and policy statement or for any other claim whatsoever related to the subject matter of the agreement, shall be filed, tried and/or heard and decided in Michigan which Buyer and Seller agree is the most convenient forum for such purposes.

17. **STATUTE OF LIMITATIONS.** ANY CLAIM FILED FOR BREACH OF AGREEMENT MUST BE FILED WITHIN ONE YEAR FROM THE DATE OF DELIVERY REGARDLESS OF WHAT ANY STATUTE OF LIMITATIONS MAY OTHERWISE PROVIDE, BUYER SPECIFICALLY AND EXPRESSLY HAVING WAIVED ANY LONGER TIME PERIOD THAT MIGHT BE AVAILABLE BY STATUTE.

18. **ASSIGNMENT AND DELEGATION.** No right or interest in this sales contract shall be assigned by Buyer without Seller's prior written consent, and no delegation of any obligation owned, or of the performance of any obligation, by Buyer shall be made without Seller's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes unless made in conformity with this paragraph. Notwithstanding the foregoing, if Buyer is an authorized distributor of the goods for Seller, then Seller's obligations under paragraphs 14 and 15 thereof, subject to all limitations of this sales contract, shall be extended to the original purchaser of the goods from Buyer.

19. **SEVERABILITY.** If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

20. **GOVERNING LAW**

21. **WAIVER.** Seller's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Purchaser's waiver of any breach hereunder shall not thereafter waive any other terms, conditions or privileges, whether of the same or similar type.

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis DATE 1/28/14  
NEAL R. KIPNIS