

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

930



FROM: Economic Development Agency

SUBMITTAL DATE:
August 20, 2015

SUBJECT: Ratify and Approve the ZoomProspector Enterprise Software for the On-Line Identification of Available Properties in Riverside County Professional Services Agreement with GIS Planning, Inc. Without Obtaining Competitive Bids for Three Years; All Districts; [\$150,000]; EDA Administration Funds 100%; CEQA Exempt

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt under the California Environmental Quality Act (CEQA) State Guidelines Section 15061(b)(3);
2. Ratify and approve the attached Professional Services Agreement for ZoomProspector Enterprise Software (Agreement) with GIS Planning, Inc. for the on-line property search system, for a two year term with one option to renew for one additional year, not to exceed the annual amount of \$50,000, for a total contract amount of \$150,000; and,

(Continued)

Robert Field
Assistant County Executive Officer/EDA
By: Jeff Van Wagenen, Managing Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 50,000	\$ 50,000	\$ 150,000	\$ 0	Consent <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	Policy <input checked="" type="checkbox"/>

SOURCE OF FUNDS: EDA Administration Funds 100%	Budget Adjustment: No
	For Fiscal Year: 2014/15-16/17

C.E.O. RECOMMENDATION:

APPROVE

BY: Rohini Dasika
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: September 1, 2015
xc: EDA, Purchasing, Recorder

Kecia Harper-Ihem
Clerk of the Board
By: [Signature]
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

3-13

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 8/21/15
DATE: GREGORY P. PRIAMOS

PURCHASING & FLEET SERVICES
PAUL ANGULO, CPA AUDITOR-CONTROLLER
BY: [Signature] 8/19/15
Susana Garcia-Bocahegra
Departmental Concurrence
[Signature]
Pa Brandt, Director

- 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: Ratify and Approve the ZoomProspector Enterprise Software for the On-Line Identification of Available Properties in Riverside County Professional Services Agreement with GIS Planning, Inc. Without Obtaining Competitive Bids for Three Years; All Districts; [\$150,000]; EDA Administration Funds 100%; CEQA Exempt

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RECOMMENDED MOTION: (Continued)

3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 to exercise the renewal options based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the Agreement, including the compensation provisions that do not exceed the annual Consumer Price Index Rates, subject to approval by County Counsel; and,
4. Authorize the Chairman of the Board to execute the attached Agreement;
5. Authorize the Assistant County Executive Officer/EDA or designee to execute any additional documents necessary to implement the Agreement, subject to approval by County Counsel;
6. Direct EDA Staff to file a Notice of Exemption with the Clerk of the Board within 5 working days.

BACKGROUND:

Summary

Real Estate site selectors and developers are acquiring sophisticated online information such as property search, business cluster analysis, and land use information to be integrated through Geographic Information System (i.e., GIS) software platforms to facilitate the site selection process. The economic development environment is a highly competitive arena that is increasingly becoming web-based with significant data being made available through that medium. GIS Planning Inc., a California corporation (GIS) offers a program called ZoomProspector Enterprise that integrates the aforementioned components needed to compete with an aggressive market. The County has continued to utilize the software pursuant to a Professional Service Agreement with GIS which has since expired, however GIS has allowed the County to continue utilizing the software. The robust elements of this tool contribute to the business-friendly nature of Riverside County by serving new and existing businesses, site selectors, and real estate brokers in a convenient online 24/7 platform.

Over the last two years, approximately 3,000 users have accessed the site over 6,300 times conducting site searches and downloading various demographic and business reports. The system has also been utilized by international customers from Brazil, Italy, Canada, and many other countries. A recent project that successfully located in Riverside County, Cal Premium Treats, used the software to locate a site during a weekend site search. Other companies have also provided feedback to Economic Development Agency (EDA) that they have used the software and it is a valuable tool. To avoid an interruption in these beneficial services, EDA staff desires to enter into a new contract with GIS to continue access to the ZoomProspector Enterprise program.

This online tool will continue to benefit the EDA and its business customers by providing a 24/7 mobile site that will help businesses identify locations in which to locate, business cluster information, and land use information in one convenient tool. The proposed terms and provisions of the agreement with GIS are set forth in the proposed Professional Service Agreement for ZoomProspector Enterprise Software (Professional Service Agreement) attached. The proposed Professional Service Agreement provides for a 2 year term with 1 option to renew for one year, not to exceed the annual amount of \$50,000, for a total contract amount of \$150,000. The proposed contract term is from July 1, 2014 to June 30, 2016.

In addition to serving EDA's customers, the Cities of Riverside and Lake Elsinore benefit from EDA's purchase of the product. Those cities have purchased "local editions" of the ZoomProspector Enterprise software system at an affordable cost by relying on EDA's property listings for their software and by being a part of Riverside County.

(Continued)

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PAGE: 3 of 4

BACKGROUND:

Summary (Continued)

One of the features of ZoomProspector Enterprise is the ability to allow users to identify available properties in Riverside County online based on criteria specified by the user and then generate presentation quality property reports summarizing the information. Additionally, the user will then be able to determine land use and zoning and several other GIS layers. Property listings are uploaded via master database uploads from major brokerage firms and on an individual login basis for independent brokers and other real estate firms.

The demographic component of ZoomProspector Enterprise allows users to determine site-specific market characteristics through demographic analysis. These characteristics can include information on local labor force and business clustering to determine strength of markets for goods and services.

EDA staff is recommending the County procure the software without a competitive bid because GIS Planning, Inc., is a proprietary solution that meets EDA's requirements and GIS's price of \$50,000 a year is reasonable based on market research conducted. Other company's such as LoopNet/CoStar's product is at a minimum \$10,000 a year, unfortunately their product and services are not available to the public, which GIS offers to our constituents. AIR's Commercial Listing Service is \$12,000 per year, however, their product and service does not offer GIS mapping or demographic data. GIS provides a self-service tool that allows access to the county's available sites and demographic information from any computer or mobile device at any time. The proposed sole source procurement request is attached. The GIS Professional Service Agreement was delayed due to internal administrative processes; therefore staff is recommending that the Board ratify the GIS Professional Service Agreement. As such, costs for fiscal year 14/15 have already been incurred and service was uninterrupted to ensure continuous availability of this important economic development tool.

CEQA Analysis

The proposed sole source procurement request and Professional Services Agreement for ZoomProspector Enterprise software system is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), common sense, general rule exemption. It can be seen with certainty that there is no possibility that the sole source procurement request and Professional Services Agreement may have a significant effect on the environment. The proposed action is for the purchase of software licensing and services and will not result in any development or physical change. EDA Staff will file a Notice of Exemption with the Clerk of the Board within 5 working days after the approval of the proposed Professional Services Agreement with GIS.

Impact on Citizens and Businesses

The software will continue to provide a useful economic development tool to the County's customers that facilitate site selection and GIS data analysis. It provides a self-service tool that allows access to the County's available sites and demographic information from any computer or mobile device at any time.

SUPPLEMENTAL:

Additional Fiscal Information

Costs for Fiscal Year 2014/15 were \$50,000, costs for Fiscal Year 2015/16 are \$50,000 costs for Fiscal Year 2016/17 are \$50,000. Costs will be paid out of Economic Development Administration Funds. No budget adjustment required.

Contract History and Price Reasonableness

(Commences on Page 4)

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Contract History and Price Reasonableness

EDA has utilized the ZoomProspector Enterprise software system for several years and it has been an asset to EDA and its customers. There is no other vendor that provides a system with the level of functionality and features that are available in ZoomProspector. In addition, a new system would result in training for staff and EDA's external customers that currently upload property listings into the system. The cities of Lake Elsinore and Riverside utilize "local editions" of ZoomProspector Enterprise which are linked to EDA's system and discontinued use by the County would result in a hardship to the economic development efforts of those two cities and their customers.

Attachments:

Sole Source Procurement Request

Professional Services Agreement

Date: July 9, 2015

From: Jeff Van Wagenen Department/Agency: Economic Development Agency

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Request Economic Development Web-based Geographic Information System (GIS) Planning.

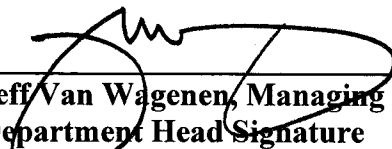
The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supply/Service being requested:** ZoomProspector Enterprise - An economic development web-based software program that combines detailed geographic information system data, business analysis, and demographic information to individuals or businesses conducting online site selection and due diligence research on ZoomProspector Enterprise.
2. **Supplier being requested:** GIS Planning Inc.
3. **Alternative suppliers that can or might be able to provide supply/service:** Possible alternate suppliers include LoopNet/CoStar and AIR Commercial Listing Service. LoopNet and CoStar is an alternative supplier that provides access to real estate listing and property data, however, the website is only accessible to the individual subscriber and is not an "outward" facing tool that can be used by EDA's customers. It also does not incorporate the GIS and demographic components that the ZoomProspector product provides. The AIR Commercial Listing Service is real estate property listing service that is outward facing but does not offer GIS mapping or demographic data to supplement the real estate property listing. In addition, AIR does not represent a comprehensive listing of all properties in Riverside County. It predominantly covers the western Riverside County area.
4. **Extent of market search conducted:** Internet search was conducted and shows that GIS Planning has the only service of its kind which is geared toward Economic Development Agencies and Business entities.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** GIS planning Inc. provides a unique integration of detailed demographic and business analysis data with site selection into a GIS online system. The Demographic component of ZoomProspector Enterprise allows users to determine site-specific market characteristics through demographic analysis. These characteristics can include information on local labor force and business clustering to determine strength of markets for goods and services. GIS Planning has a unique feature that allows the user to identify available properties in Riverside County based on criteria specified by the user and then generates presentation quality property reports

summarizing the information. Additionally, the user will be able to determine land use and zoning and several other GIS layers.

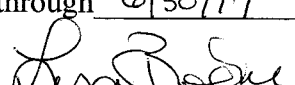
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** Providing economic development services is a highly competitive environment where the site selection process is more and more becoming a 24-hour web-based activity. This product allows Riverside County to remain competitive in this arena and provide customers with web-based information.
7. **Price Reasonableness:** \$50,000 per year is the price for the system and they are the only vendor that provides this product that meets the needs of Riverside County EDA. LoopNet/CoStar's product is at a minimum \$10,000 a year but is not available to the public. AIR's Commercial Listing Service is \$12,000 per year but does not offer GIS mapping or demographic data.
8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements?** Moving forward with this product would not obligate the county to any future contracts other than the annual renewal of the ZoomProspector Enterprise software subscription fees if the county desired to maintain this component of the EDA website.
9. **Period of Performance:** The proposed period of performance is from July 1, 2014 to June 30, 2016. A 2-year term with one option to renew for one year, not to exceed the annual amount of \$50,000, for a total contract amount of \$150,000.

(Provide a defined period of performance. Please note multi-year terms require Board approval, unless renewable in one year increments and the Purchasing Agent approves the terms).



Jeff Van Wagenen, Managing Director of EDA 7.13.15
Department Head Signature Date

Purchasing Department Comments:

<input checked="" type="radio"/> Approve	<input type="radio"/> Approve with Condition/s	<input type="radio"/> Disapprove
Not to exceed: \$ <u>50,000</u>	One time	Annual Amount
through <u>6/30/17</u>		
	<u>8/19/15</u>	<u>16-081</u>
Purchasing Agent	Date	Approval Number
		(Reference on Purchasing Documents)



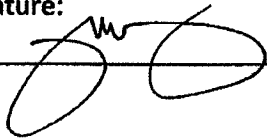
RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
 To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for
Internal Use Only

ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN	
BUSINESS CRITICALITY <input checked="" type="checkbox"/> Run the business <input type="checkbox"/> Grow the business <input type="checkbox"/> Transform the business	BUSINESS IMPACT (SELECT ALL THAT APPLY) <input checked="" type="checkbox"/> Support current operations <input type="checkbox"/> Reduce Expenses <input checked="" type="checkbox"/> Improve Customer Service <input checked="" type="checkbox"/> Improve Operational Efficiencies

ACCOUNTING STRING - Completed by transitioned Departments Only Used for pass-thru purchases processed by RCIT							
% Billed	Account (6 digits)	Fund (5 digits)	Dept. ID (6 - 10 digits)	Program (5 digits)	Class (5 digits)	Grant (9 digits)	Customer Project Code (10 digits)

BUSINESS RISKS	none															
ALTERNATIVE SOLUTIONS	1. none 2. none 3. none															
TRANSACTION	<input checked="" type="checkbox"/> Cash Purchase <input type="checkbox"/> Lease Purchase Lease Years: _____															
PURCHASE COSTS Hardware: \$ Software: \$ Labor: \$ Total Cost: \$100,000	COST BENEFIT ANALYSIS <table border="1"> <thead> <tr> <th></th> <th>CURRENT COSTS</th> <th>NEW COSTS</th> </tr> </thead> <tbody> <tr> <td>Implementation</td> <td>N/A</td> <td></td> </tr> <tr> <td>One-time (i.e., upgrades)</td> <td>N/A</td> <td></td> </tr> <tr> <td>Ongoing (i.e., maintenance)</td> <td>N/A</td> <td></td> </tr> <tr> <td>Other</td> <td>N/A</td> <td></td> </tr> </tbody> </table>		CURRENT COSTS	NEW COSTS	Implementation	N/A		One-time (i.e., upgrades)	N/A		Ongoing (i.e., maintenance)	N/A		Other	N/A	
	CURRENT COSTS	NEW COSTS														
Implementation	N/A															
One-time (i.e., upgrades)	N/A															
Ongoing (i.e., maintenance)	N/A															
Other	N/A															

Departmental Fiscal Review (Optional):	Date:
Department Head Signature: (or authorized designee) 	Date: 7.14.15



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

PR 2015-02964
 Tracking Number for
 Internal Use Only

7/20

REQUESTED PURCHASE:	GIS PLANNING INC. – ZOOMPROSPECTOR ENTERPRISE
DEPARTMENT/AGENCY:	ECONOMIC DEVELOPMENT AGENCY
CONTACT NAME/PHONE:	ROB MORAN / (951) 955-6673
PURCHASE REQUEST:	<input checked="" type="checkbox"/> NEW EQUIPMENT/SERVICES <input type="checkbox"/> UPGRADE <input type="checkbox"/> REPLACEMENT
PURCHASE TYPE:	<input type="checkbox"/> PROFESSIONAL SERVICES <input type="checkbox"/> SOFTWARE <input type="checkbox"/> HARDWARE <input checked="" type="checkbox"/> RENEWAL
DESCRIBE REQUESTED PURCHASE	<p>The ZoomProspector Enterprise software system (RivCoProspector.com) for Riverside County. RivCoProspector.com is a unique integration of detailed demographic and business analysis data with site selection in a GIS online platform. The demographic component of ZoomProspector Enterprise allows users to determine site-specific market characteristics paired with demographic analysis. These characteristics can include information on local labor force and business clustering to determine strength of markets for goods and services. GIS Planning has a unique feature that allows the user to identify available properties in Riverside County based on criteria specified by the user and then generates presentation quality property reports summarizing the information. Additionally, the user will be able to determine land use and zoning and several other GIS layers.</p>
BUSINESS NEEDS ADDRESSED	<p>ZoomProspector Enterprise an economic development web-based software program that combines detailed geographic information system data, business analysis, and demographic information to individuals or businesses conducting online site selection and due diligence research on ZoomProspector Enterprise. ZoomProspector Enterprise allows Riverside County EDA's customers the ability to search for properties combined with zoning and land use, mapping, and generate presentation quality reports summarizing the report all on the same online site. The demographic component of the ZoomProspectorEnterprise software allows users to determine site-specific market characteristics through demographic and business analysis. These characteristics include information on local labor force and business clustering to determine strength of markets for goods and services.</p> <p>In addition, the ZoomProspector Enterprise site is mobile-ready which allows the product to be used on a variety of mobile devices and tablets.</p>



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

RCIT explanation for purchases that are not recommended:	
Recommended: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Purchases that are not recommended will be reviewed by TSOC upon request)	
By: <i>[Signature]</i>	Date: 8/2/15
Chief Information Officer Signature: <i>[Signature]</i>	Date: 8/3/15

TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals	
Recommended: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
TSOC Chair Signature: <i>[Signature]</i>	Date: 8/3/15

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PROFESSIONAL SERVICE AGREEMENT

for

ZoomProspector Enterprise Software

Between

COUNTY OF RIVERSIDE

and

GIS PLANNING, INC.



SEP 01 2015 3-13

1 This Professional Services Agreement for ZoomProspector Enterprise Software
2 ("Agreement"), is made and entered into this _____ day of _____, 2015, by and
3 between GIS Planning, INC., a California corporation, ("GIS Planning"), and the
4 COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of
5 its Economic Development Agency ("County"). GIS Planning and the County are
6 collectively referred to herein as the Parties. The Parties agree as follows:

7 **RECITALS**

8
9 **WHEREAS**, the County desires to assist corporate real estate executives, site
10 selectors, business owners, and other interested parties by providing an online
11 property search, business cluster analysis, and land use information tool to facilitate
12 site selection. County desires that this online tool be available around the clock to allow
13 for utilization by customers as their needs dictate;

14 **WHEREAS**, GIS Planning specializes in providing economic development
15 software solutions that provide in-depth information, including powerful real estate
16 search, demographic analysis, industry reports, along with dynamic mapping tools; and

17 **WHEREAS**, the Parties desire to enter into this Agreement for GIS Planning to
18 provide software services to the County as more specifically set forth below.

19
20 NOW, THEREFORE, the Parties do hereby agree as follows:

21 **1. Description of Services**

22 **1.1** GIS Planning shall provide software as a service to the County, as
23 outlined and specified in the Scope of Service attached hereto as Exhibit A and
24 incorporated herein by this reference, at the not to exceed fee stated in Paragraph 3.1
25 below.

26 **1.2** GIS Planning represents that it has the skills, experience and knowledge
27 necessary to fully and adequately perform under this Agreement and the County relies
28 upon this representation. GIS Planning shall perform to the satisfaction of the County and in

1 conformance with and consistent with the highest standards of firms/professionals in the
2 same discipline in the State of California.

3 **1.3** GIS Planning affirms this it is fully apprised of all of the work to be performed
4 under this Agreement; and GIS Planning agrees it can properly perform this work at the fee
5 stated in Paragraph 3.1. GIS Planning is not to perform services or provide products
6 outside of the Agreement, unless by written request by the County.

7 **1.4** Acceptance by the County of GIS Planning's performance under this
8 Agreement does not operate as a release of GIS Planning's responsibility for full
9 compliance with the terms of this Agreement.

10 **2. Term**

11 **2.1** GIS Planning shall perform the scope of services for County, in a timely
12 manner and to County's satisfaction, as more specifically set forth in Exhibit A, SCOPE
13 OF SERVICE. This Agreement shall commence on July 1, 2014 and shall expire on
14 June 30, 2016, ("Term"). At the end of the Term, the County shall have the option to
15 renew the term for a maximum of one (1) additional year ("Extension"); provided
16 however, the Assistant County Executive Officer/EDA or designee must first provide
17 written notice to GIS Planning of the County's intent to renew before the end of the
18 then current term for such extension to be valid otherwise the term will automatically
19 terminate.

20 **3. Compensation**

21 **3.1** The County shall pay GIS Planning for services performed, products
22 provided and expenses incurred for the SCOPE OF SERVICE defined in Exhibit A.
23 County shall pay GIS Planning, during the Term of this Agreement, the not to exceed
24 total contract amount of One Hundred Thousand Dollars (\$100,000), including all
25 expenses ("Maximum Agreement Amount").

26 In the event an extension of the initial Term of this Agreement is exercised by
27 the Parties as provided in Section 2.1 above, County shall pay GIS Planning, during
28 the one (1) year term of such extension, the not to exceed total contract amount of

1 Fifty-Thousand Dollars (\$50,000), including all expenses ("Maximum Extension
2 Amount"). The cumulative maximum total amount to be paid by County to GIS
3 Planning under this Agreement for the initial Term plus the Extension shall not exceed
4 One Hundred and Fifty Thousand Dollars (\$150,000). GIS Planning will not request
5 reimbursement for telecommunications charges, such as telephone, email, and text
6 messages. The County is not responsible for any fees or costs, including expenses,
7 incurred above or beyond the contracted Maximum Agreement Amount and Maximum
8 Extension Amount and shall have no obligation to purchase any specified amount of
9 services or products unless agreed to by County in writing.

10 **3.2** GIS Planning shall be paid only in accordance with an invoice submitted to
11 County by GIS Planning and County shall pay the invoice within thirty (30) working days
12 from the date of receipt of the invoice. Payment shall be made to GIS Planning only after
13 services have been rendered or delivery of materials or products, and acceptance has
14 been made by County. Prepare invoices in duplicate. For this Agreement, send the original
15 and duplicate copies of invoices to:

16 County of Riverside
17 Economic Development Agency
18 Attention: Economic Development Division
19 3403 10th Street, Suite 300
20 Riverside, California 92501

21
22 a) Each invoice shall contain a minimum of the following information:
23 invoice number and date; remittance address; itemization of the description of the work
24 (hourly rate and extensions, if applicable); and an invoice total.

25 b) In accordance with California Government Code Section 926.10,
26 County is not allowed to pay excess interest and late charges.

27 **3.3** The County obligation for payment of this Agreement beyond the current
28 fiscal year end is contingent upon and limited by the availability of County funding from

1 which payment can be made. No legal liability on the part of the County shall arise for
2 payment beyond June 30 of each calendar year unless funds are made available for
3 such payment. In the event that such funds are not forthcoming for any reason, County
4 shall immediately notify GIS Planning in writing; and this Agreement shall be deemed
5 terminated and have no further force and effect.

6 **4. Alteration or Changes to the Agreement**

7 **4.1** The Board of Supervisors and the County Purchasing Agent and/or his
8 designee is the only authorized County representatives who may at any time, by
9 written order, make alterations to this Agreement. If any such alteration causes an
10 increase or decrease in the cost of, or the time required for the performance under this
11 Agreement, an equitable adjustment shall be made in the Agreement price or delivery
12 schedule, or both, and the Agreement shall be modified by written amendment
13 accordingly.

14 **5. Termination**

15 **5.1** County may terminate this Agreement without cause upon 30 days
16 written notice served upon GIS Planning stating the extent and effective date of
17 termination.

18 **5.2** County may, upon five (5) days written notice, terminate this Agreement
19 for GIS Planning's default, if GIS Planning refuses or fails to comply with the terms of
20 this Agreement or fails to make progress so as to endanger performance and does not
21 immediately cure such failure. In the event of such termination, the County may
22 proceed with the work in any manner deemed proper by County.

23 **5.3** After receipt of the notice of termination, GIS Planning shall:

24 (a) Stop all work under this Agreement on the date specified in the
25 notice of termination; and

26 (b) Transfer to County and deliver in the manner as directed by
27 County any materials, reports or other products which, if the Agreement had been
28 completed or continued, would have been required to be furnished to County.

1 **5.4** After termination, County shall make payment only for GIS Planning's
2 performance up to the date of termination in accordance with this Agreement.

3 **5.5** GIS Planning's rights under this Agreement shall terminate (except for
4 fees accrued prior to the date of termination) upon dishonesty or a willful or material
5 breach of this Agreement by GIS Planning; or in the event of GIS Planning's
6 unwillingness or inability for any reason whatsoever to perform the terms of this
7 Agreement. In such event, GIS Planning shall not be entitled to any further
8 compensation under this Agreement.

9 **5.6** The rights and remedies of County provided in this section shall not be
10 exclusive and are in addition to any other rights and remedies provided by law or this
11 Agreement.

12 **6. Ownership/Use of Contract Materials and Products**

13 County acknowledges that, as between GIS Planning and County, all right, title
14 and interest in the services including the ZoomProspector Enterprise Software, and
15 any other GIS Planning materials furnished or made available hereunder, and all
16 modifications, enhancements and improvements thereof, including all rights under
17 copyright and patent and other intellectual property rights, belong to and are retained
18 solely by GIS Planning, or GIS Planning's licensors and providers, if any. There are no
19 implied rights. County agrees to the inclusion on County's site of GIS Planning's image
20 logo and text descriptions identifying GIS Planning's ownership, copyright notice, and
21 links to GIS Planning's websites.

22 **7. Conduct of GIS Planning**

23 **7.1** GIS Planning covenants that it presently has no interest, including, but
24 not limited to, other projects or contracts, and shall not acquire any such interest, direct
25 or indirect, which would conflict in any manner or degree with GIS Planning's
26 performance under this Agreement. GIS Planning further covenants that no person or
27 subcontractor having any such interest shall be employed or retained by GIS Planning
28 under this Agreement. GIS Planning agrees to inform the County in writing of all GIS

1 Planning's interests, if any, which are or may be perceived as incompatible with the
2 County's interests.

3 **7.2** GIS Planning shall not, under circumstances which could be interpreted
4 as an attempt to influence the recipient in the conduct of his/her duties, accept any
5 gratuity or special favor from individuals or firms with whom GIS Planning is doing
6 business or proposing to do business, in accomplishing the work under this
7 Agreement.

8 **7.3** GIS Planning or its employees shall not offer gifts, gratuity, favors, and
9 entertainment directly or indirectly to County employees.

10
11 **8. Inspection of Services**

12 **8.1** All performance shall be subject to inspection by the County. GIS
13 Planning shall provide adequate cooperation to County representative to permit
14 him/her to determine GIS Planning's conformity with the terms of this Agreement. If
15 any services performed or products provided by GIS Planning are not in conformance
16 with the terms of this Agreement, the County shall have the right to require GIS
17 Planning to perform the services or provide the products in conformance with the terms
18 of the Agreement at no additional cost to the County. When the services to be
19 performed or the products to be provided are of such nature that the difference cannot
20 be corrected, the County shall have the right to: (1) require GIS Planning immediately
21 to take all necessary steps to ensure future performance in conformity with the terms of
22 the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of
23 the services performed or products provided. The County may also terminate this
24 Agreement for default and charge to GIS Planning any costs incurred by the County
25 because of GIS Planning's failure to perform.

26 **8.2** GIS Planning shall establish adequate procedures for self-monitoring to
27 ensure proper performance under this Agreement; and shall permit a County
28

1 representative to monitor, assess or evaluate GIS Planning's performance under this
2 Agreement at any time upon reasonable notice to GIS Planning.

3
4 **9. Independent Contractor**

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

18 **10. Subcontract for Work or Services**

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

24 **11. Disputes**

25 **11.1** The parties shall attempt to resolve any disputes amicably at the working
26 level. If that is not successful, the dispute shall be referred to the senior management
27 of the parties. Any dispute relating to this Agreement which is not resolved by the
28 parties shall be decided by the County's Compliance Contract Officer who shall furnish

1 the decision in writing. The decision of the County's Compliance Contract Officer shall
2 be final and conclusive unless determined by a court of competent jurisdiction to have
3 been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply
4 bad faith. GIS Planning shall proceed diligently with the performance of this
5 Agreement pending the resolution of a dispute.

6 **11.2** Prior to the filing of any legal action related to this Agreement, the Parties
7 shall be obligated to attend a mediation session in Riverside County before a neutral
8 third party mediator. A second mediation session shall be required if the first session is
9 not successful. The Parties shall share the cost of the mediations.

10 **12. Licensing and Permits**

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

19 **13. Non-Discrimination**

20 GIS Planning shall not be discriminate in the provision of services, allocation of
21 benefits, accommodation in facilities, or employment of personnel on the basis of
22 ethnic group identification, race, religious creed, color, national origin, ancestry,
23 physical handicap, medical condition, sexual orientation, marital status or sex in the
24 performance of this Agreement; and, to the extent they shall be found to be applicable
25 hereto, shall comply with the provisions of the California Fair Employment Practices
26 Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of
27 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et
28 seq.) and all other applicable laws or regulations.

1 **14. Records and Documents**

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

9 **15. Confidentiality**

10 **15.1** GIS Planning shall not use for personal gain or make other improper use
11 of privileged or confidential information which is acquired in connection with this
12 Agreement. The term "privileged or confidential information" includes but is not limited
13 to: unpublished or sensitive technological or scientific information; medical, personnel,
14 or security records; anticipated material requirements or pricing/purchasing actions;
15 County information or data which is not subject to public disclosure; County operational
16 procedures; and knowledge of selection of contractors, subcontractors or suppliers in
17 advance of official announcement.

18 **15.2** GIS Planning shall protect from unauthorized disclosure names and other
19 identifying information concerning persons receiving services pursuant to this
20 Agreement, except for general statistical information not identifying any person. GIS
21 Planning shall not use such information for any purpose other than carrying out GIS
22 Planning's obligations under this Agreement. GIS Planning shall promptly transmit to
23 the County all third party requests for disclosure of such information. GIS Planning
24 shall not disclose, except as otherwise specifically permitted by this Agreement or
25 authorized in advance in writing by the County, any such information to anyone other
26 than the County. For purposes of this paragraph, identity shall include, but not be
27 limited to, name, identifying number, symbol, or other identifying particular assigned to
28 the individual, such as finger or voice print or a photograph.

1 **16. Administration/Contract Liaison**

2 The Assistant County Executive Officer of the Economic Development Agency,
3 or designee, shall administer this Agreement on behalf of the County.

4 **17. Notices**

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

9 COUNTY OF RIVERSIDE
10 Economic Development Agency
11 3403 Tenth Street, Suite 300
12 Riverside, California 92501
13 Attention: Rob Moran

GIS PLANNING
 GIS Planning, Inc.
 One Hallidie Plaza, Suite 760
 San Francisco, CA 94102
 Attention: Anatalio Ubalde

13 **18. Force Majeure**

14 If either party is unable to comply with any provision of this Agreement due to causes
15 beyond its reasonable control, and which could not have been reasonably anticipated,
16 such as acts of God, acts of war, civil disorders, or other similar acts, such party shall
17 not be held liable for such failure to comply, provided the other party receives written
18 notice of such force majeure event.

19 **19. EDD Reporting Requirements**

20 In order to comply with child support enforcement requirements of the State of
21 California, the County may be required to submit a Report of Independent Contractor(s)
22 form **DE 542** to the Employment Development Department ("EDD"). GIS Planning
23 agrees to furnish the required data and certifications to the County within 10 days of
24 notification of award of Agreement when required by the EDD. This data will be
25 transmitted to governmental agencies charged with the establishment and enforcement
26 of child support orders. Failure of GIS Planning to timely submit the data and/or
27 certificates required may result in the contract being award to another consultant. In the
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1 event a contract has been issued, failure of GIS Planning to comply with all federal and
2 state reporting requirements for child support enforcement or to comply with all lawfully
3 served Wage and Earnings Assignments Orders and Notice of Assignment shall
4 constitute a material breach of Agreement. If GIS Planning has any questions
5 concerning this reporting requirement, please call (916) 657-0529. GIS Planning should
6 also contact is local Employment Tax Customer Service Office listed in the telephone
7 directory in the State Government section under "Employment Development
8 Department" or access their Internet site at www.edd.ca.gov.

9 **20. Hold Harmless/Indemnification**

10 **20.1** GIS Planning shall indemnify and hold harmless the County of Riverside,
11 its Agencies, Districts, Special Districts and Departments, their respective directors,
12 officers, Board of Supervisors, elected and appointed officials, employees, agents and
13 representatives (individually and collectively known as Indemnitees) from any liability
14 whatsoever, based or asserted upon any services of GIS Planning, its officers,
15 employees, subcontractors, agents or representatives arising out of or in any way
16 relating to this Agreement, including but not limited to property damage, bodily injury,
17 or death or any other element of any kind or nature whatsoever arising from the
18 performance of GIS Planning, its officers, employees, subcontractors, agents, or
19 representatives Indemnitors from this agreement. GIS Planning shall defend, at its
20 sole expense, all costs and fees including but not limited to attorney fees, cost of
21 investigation, defense and settlements or awards, the Indemnitees in any claim or
22 action based upon such alleged acts or omissions.

23 **20.2** With respect to any action or claim subject to indemnification herein by
24 GIS Planning, GIS Planning shall, at its sole cost, have the right to use counsel of its
25 own choice and shall have the right to adjust, settle, or compromise any such action or
26 claim without the prior consent of County; provided, however, that any such
27 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
28 GIS Planning's indemnification to Indemnitees as set forth herein.

1 **20.3** GIS Planning's obligations hereunder shall be satisfied when GIS
2 Planning has provided to County the appropriate form of dismissal relieving the County
3 from any liability for the action or claim involved.

4 **20.4** The specified insurance limits required in this Agreement shall in no way
5 limit or circumscribe GIS Planning's obligations to indemnify and hold harmless the
6 Indemnitees herein from third party claims.

7 **20.5** In the event there is conflict between this clause and California Civil Code
8 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
9 interpretation shall not relieve GIS Planning from indemnifying the County to the fullest
10 extent allowed by law.

11 **21. Insurance**

12 Without limiting or diminishing GIS Planning's obligation to indemnify or hold the
13 County harmless, GIS Planning shall procure and maintain or cause to be maintained,
14 at its sole cost and expense, the following insurance coverages during the term of this
15 Agreement:

16 **21.1 Workers' Compensation**

17 If GIS Planning has employees as defined by the State of California, GIS
18 Planning shall maintain statutory Workers' Compensation Insurance (Coverage A) as
19 prescribed by the laws of the State of California. The Policy shall include Employers'
20 Liability (Coverage B) including Occupational Disease with limits not less than
21 **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation
22 in favor of the County of Riverside, and, if applicable, to provide a Borrowed
23 Servant/Alternate Employer Endorsement.

24 **21.2 Commercial General Liability**

25 Commercial General Liability insurance coverage, including but not limited to,
26 premises liability, contractual liability, products and completed operations liability,
27 personal and advertising injury covering claims which may arise from or out of GIS
28 Planning's performance of its obligations hereunder. The Policy shall name all

1 Agencies, Districts, Special Districts, and Departments of the County of Riverside, their
2 respective directors, officers, Board of Supervisors, employees, elected or appointed
3 officials, agents or representatives as Additional Insureds. The Policy's limit of liability
4 shall not be less than **\$1,000,000** per occurrence combined single limit. If such
5 insurance contains a general aggregate limit, it shall apply separately to this agreement
6 or be no less than two (2) times the occurrence limit.

7 **21.3 Vehicle Liability**

8 If GIS Planning's vehicles or mobile equipment are used in the performance of
9 the obligations under this Agreement, then GIS Planning shall maintain liability
10 insurance for all owned, non-owned or hired vehicles so used in an amount not less
11 than **\$1,000,000** per occurrence combined single limit. If such insurance contains a
12 general aggregate limit, it shall apply separately to this agreement or be no less than
13 two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special
14 Districts, and Departments of the County of Riverside, their respective directors,
15 officers, Board of Supervisors, employees, elected or appointed officials, agents or
16 representatives as Additional Insureds.

17 **21.4 Professional Liability Insurance**

18 GIS Planning shall maintain Professional Liability Insurance providing coverage
19 for GIS Planning's performance of work included within this Agreement, with a limit of
20 liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate.
21 If GIS Planning's Professional Liability Insurance is written on a claims made basis
22 rather than an occurrence basis, such insurance shall continue through the term of this
23 Agreement and GIS Planning shall purchase at his sole expense either 1) an Extended
24 Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage
25 from new insurer with a retroactive date back to the date of, or prior to, the inception of
26 this Agreement; or 3) demonstrate through Certificates of Insurance that GIS Planning
27 has Maintained continuous coverage with the same or original insurer. Coverage
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1 provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the
2 termination of this Agreement.

3 **21.5 General Insurance Provisions - All lines**

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

9 b) GIS Planning's insurance carrier(s) must declare its insurance
10 deductibles or self-insured retentions. If such deductibles or self-insured retentions
11 exceed \$500,000 per occurrence such deductibles and/or retentions shall have the
12 prior written consent of the County Risk Manager before the commencement of
13 operations under this Agreement. Upon notification of deductibles or self-insured
14 retention's unacceptable to the County, and at the election of the Country's Risk
15 Manager, GIS Planning's carriers shall either; 1) reduce or eliminate such deductibles
16 or self-insured retention's as respects this Agreement with the County, or 2) procure a
17 bond which guarantees payment of losses and related investigations, claims
18 administration, and defense costs and expenses.

19 c) GIS Planning shall cause GIS Planning's insurance carrier(s) to furnish
20 the County of Riverside with either 1) a properly executed original Certificate(s) of
21 Insurance and certified original copies of Endorsements effecting coverage as required
22 herein, or 2) if requested to do so orally or in writing by the County Risk Manager,
23 provide original Certified copies of policies including all Endorsements and all
24 attachments thereto, showing such insurance is in full force and effect. Further, said
25 Certificate(s) and policies of insurance shall contain the covenant of the insurance
26 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside
27 prior to any material modification, cancellation, expiration or reduction in coverage of
28 such insurance. In the event of a material modification, cancellation, expiration, or

1 reduction in coverage, this Agreement shall terminate forthwith, unless the County of
2 Riverside receives, prior to such effective date, another properly executed original
3 Certificate of Insurance and original copies of endorsements or certified original
4 policies, including all endorsements and attachments thereto evidencing coverage's set
5 forth herein and the insurance required herein is in full force and effect. GIS Planning
6 **shall not commence operations until the County has been furnished original**
7 **Certificate (s) of Insurance and certified original copies of endorsements or**
8 **policies of insurance including all endorsements and any and all other**
9 **attachments as required in this Section. An individual authorized by the**
10 **insurance carrier to do so on its behalf shall sign the original endorsements for**
11 **each policy and the Certificate of Insurance.**

12 d) It is understood and agreed to by the parties hereto and the insurance
13 company(s), that the Certificate(s) of Insurance and policies shall so covenant and
14 shall be construed as primary insurance, and the County's insurance and/or
15 deductibles and/or self-insured retention's or self-insured programs shall not be
16 construed as contributory.

17 e) The County's Reserved Rights--Insurance. If, during the term of this
18 Agreement or any extension thereof, there is a material change in the scope of
19 services; or, there is a material change in the equipment to be used in the performance
20 of the scope of work (such as the use of aircraft or watercraft) the County reserves the
21 right to adjust the types of insurance required under this Agreement and the monetary
22 limits of liability for the insurance coverage's currently required herein, if; in the County
23 Risk Manager's reasonable judgment, the amount or type of insurance carried by GIS
24 Planning has become inadequate.

25 f) GIS Planning shall pass down the insurance obligations contained herein
26 to all tiers of subcontractors working under this Agreement.

27 g) The insurance requirements contained in this Agreement may be met
28 with a program(s) of self-insurance acceptable to the County.

1 **22. General**

2 **22.1** GIS Planning shall not delegate or assign any interest in this Agreement,
3 whether by operation of law or otherwise, without the prior written consent of County.

4 **22.2** Any waiver by County of any breach of any one or more of the terms of
5 this Agreement shall not be construed to be a waiver of any subsequent or other
6 breach of the same or of any other term of this Agreement. Failure on the part of
7 County to require exact, full and complete compliance with any terms of this
8 Agreement shall not be construed as in any manner changing the terms or preventing
9 County from enforcement of the terms of this Agreement.

10 **22.3** In the event GIS Planning receives payment under this Agreement which
11 is later disallowed by County for nonconformance with the terms of the Agreement, GIS
12 Planning shall promptly refund the disallowed amount to the County on request; or at
13 its option the County may offset the amount disallowed from any payment due to GIS
14 Planning.

15 **22.4** GIS Planning shall not provide partial delivery or shipment of services or
16 products unless specifically stated in the Agreement.

17 **22.5** The County agrees to cooperate with GIS Planning in GIS Planning's
18 performance under this Agreement, including, if stated in the Agreement, providing GIS
19 Planning with reasonable facilities and timely access to County data, information and
20 personnel.

21 **22.6** GIS Planning shall comply with all applicable Federal, State and local
22 laws and regulations. GIS Planning will comply with all applicable County policies and
23 procedures. In the event that there is a conflict between the various laws or regulations
24 that may apply, GIS Planning shall comply with the more restrictive law or regulation.

25 **22.7** GIS Planning shall comply with all requirements of the Occupational
26 Safety and Health Administration (OSHA) standards and codes as set forth by the U.S.
27 Department of Labor and the State of California (Cal/OSHA).

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22.8 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.

22.9. 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.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

1 IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives
2 to execute this Agreement on the dates set forth below.

3
4 **County:**

GIS Planning:

5
6 County of Riverside, a political
7 subdivision of the State of California

8
9 GIS Planning, Inc., a California
10 corporation

11
12 By: Marion Ashley
13 Marion Ashley
14 Chairman

15
16 By: Anatolio Ubalde
17 Anatolio Ubalde
18 Chief Executive Officer

19
20 Date: SEP 01 2015

21
22 Date: July 10 2015

23
24 ATTEST:
25 KECIA HARPER-IHEM
26 Clerk of the Board

27
28 By: Karen Daxton, deputy

29
30 APPROVED AS TO FORM:
31 Gregory P. Priamos
32 County Counsel

33
34 By: Jheila R. Brown
35 Jheila R. Brown
36 Deputy County Counsel

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38 s:\edcom\economic development\website\GIS Planning\fy 14-15 agreement renewal\GIS Planning agreement 2015.doc

1 property will be able to add, delete and update information about their properties
2 through a user-friendly web page using a login and password system.

3 **Staff Online Management System** – web site users who are County staff will have
4 access to use of the web services that will provide them with access to the property
5 data for addition, deletion and maintenance. County staff will also use the Services to
6 give real estate professionals access to use the web services for the purpose of
7 reviewing, adding, deleting and updating information about their properties.

8
9 County understands and agrees that as with any software-as-a-service or hosted
10 software offering, the specific features, functionality, appearance and design of the Services
11 may change in the future (e.g., upgrades and fixes), but key features and functionality as
12 described above will be provided pursuant to the terms and conditions of the Agreement and
13 this scope of services.

14 Several of the above features are described in more detail below:

15 **Available Property Site-Selection Query**

16 ZoomProspector Enterprise will give the web site user the ability to search and select
17 available land or buildings in the Project Geography based on size and type (e.g. office,
18 retail, industrial, vacant land, etc.) of space. As a result of this search the
19 ZoomProspector Enterprise software will compile a list of locations which match the
20 identified characteristics and display them to the web site user.

21 **Property Reports**

22 After a property is found through the site selection process and the web site user
23 selects it, ZoomProspector Enterprise will generate a property report that can include
24 data variables, descriptions about the property, and images which were submitted
25 through the Online Management Systems. Web site users will be able to select any
26 available property in the Project Geography and be able to view a map depicting the
27 available property.

28

1 The data described in the property reports may need to be entered when a property is
2 added to the database. Some data can be generated automatically if it is included in the
3 Project Geography's GIS database.

4 **The Dynamic Demographic Engine**

5 ZoomProspector Enterprise will give the web site user the capability to dynamically
6 generate demographic reports for any available property within the Project Geography.
7 Web site users can create demographic reports based on their own user-defined
8 distance from a property. Demographic reports can include demographic, income,
9 consumer-expenditure and workforce information.

10 The location-specific demographic radius reports can include radii distances of up to 60
11 miles around the available property. The drive-time demographic reports can include
12 drive-times distances of up to 60 minutes around the available property.

13 Demographic data is provided through a third party data vendor. This data is provided
14 by an industry leader, however the quality of the data cannot be guaranteed.

15 **Thematic Mapping of Demographic Variables**

16 Website users will be able to select and display Thematic Mapping of GIS Planning's
17 pre-defined demographic variables on the displayed map interface. This will show the
18 spatial distribution and concentrations of specific variables across a geographic view.
19 ZoomProspector Enterprise will also generate a Map Legend that defines the
20 demographic ranges as quantifiable numbers.

21 **The Dynamic Business Report Engine**

22 As provided, ZoomProspector Enterprise will give the web site user the capability to
23 dynamically generate business reports for a user-defined limited distance around any
24 available property within the Project Geography. Web site users will be able to see the
25 locations of businesses on the map color-coded by industry. Website users will also be
26 able to view tabular business data in the business report by number of businesses by
27 industry. Not all businesses will be able to be displayed on the map or report at the
28 same time.

1 Business and industry data is provided through a third party data vendor. This data is
2 provided by an industry leader, however the quality of the data cannot be guaranteed.

3 **Business Search**

4 Website users will be able to query a database of businesses by name and by industry.
5 Based on the user-input parameters the website will produce the results in text and on
6 the map. The business list is based on as-is third party data.

7 **New Mobile Site**

8 The mobile website for the County of Riverside includes the ability to search properties
9 using a mobile device, search communities & businesses, create demographic,
10 consumer expenditure, labor force, wage and business reports. In addition, the mobile
11 website allows users to create heat maps with demographic variables as well as GIS
12 based layers. It includes also the ability to email reports from the phone or create pdfs.

13 **2. Service Level:**

14 GIS Planning shall make the web services available and online at least ninety-five
15 percent (95%) of the time. County agrees and understands that routine maintenance by GIS
16 Planning or its internet service provider or hosting facility may cause temporary downtime, and
17 that loss of connectivity by County to the hosted system due to reasons which are beyond GIS
18 Planning's control, such as problems with County's personal computers or the network
19 between County and GIS Planning's internet server hosting facility, may arise and that GIS
20 Planning shall not be responsible for such loss of connectivity or any other loss of connectivity
21 that is beyond GIS Planning's reasonable control. GIS Planning shall notify County in writing no
22 later than seven (7) business days prior to any planned maintenance by GIS Planning or its
23 internet service provider or hosting facility. Any such planned maintenance shall not exceed
24 more than six (6) hours in downtime. In the event of loss of connectivity that is not due to
25 County's computers or the County's network, GIS Planning shall work diligently to restore such
26 service.

27 The web services will be online and available ninety-five percent (95%) of the time.
28 Routine maintenance by GIS Planning or its internet service provider or hosting facility that

1 may cause temporary downtime, as well as loss of connectivity by County to the hosted system
2 due to reasons which are beyond GIS Planning's control such as problems with County's
3 personal computers or the network between County and GIS Planning's internet server hosting
4 facility, or any other loss of connectivity that is beyond GIS Planning's reasonable control as
5 determined by County in its reasonable discretion, will not be deemed to be a failure of GIS
6 Planning to provide the web services, and not count toward calculating any downtime. In the
7 event that the web services are not online 95% of the time, additional time that the web
8 services are unavailable may be replaced with additional free services time to the web services
9 beyond the date of this Agreement's termination. In order to receive such free services time,
10 County must make a written request to GIS Planning within thirty (30) days of the date on
11 which the downtime reaches 5%.

12 The web services will function on the latest two versions of the Microsoft Internet
13 Explorer, Mozilla Firefox, and Google Chrome browsers with the Web site user having access
14 to a high-speed Internet connection. When Microsoft, Mozilla, or Google upgrade their
15 browsers GIS Planning will use best efforts to make the web services function on the new
16 versions as quickly as possible, but in no event no later than five (5) days after such browser
17 upgrade.

18 **3. Additional Consulting Services**

19 Except for web services identified above in this Exhibit A, any additional custom
20 functionality, data preparation, design of complementary web pages, changes to the existing
21 interface, maintenance, new services requested, travel and time ("Additional Consulting
22 Services") will be charged at a consulting fee rate of \$150 per hour for staff, \$250 per hour for
23 senior staff, or \$350 per hour for GIS Planning Principals, plus expenses for calendar year
24 2014. County shall make any request for Additional Consulting Services in writing and the
25 parties shall agree to such additional services in writing (including by e-mail) prior to
26 performance of the Additional Consulting Services and any charge to County. The hourly rate
27 for Additional Consulting Service is subject to change, in which case County shall be notified in
28 writing and approve of change before work is performed by GIS Planning.

1 **4. Project Geography**

2 The geographic scope of the Services provided to County will cover the geographic
3 boundaries of the County of Riverside.

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