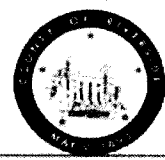


FORM APPROVED COUNTY COUNSEL 2/3/15
 BY: GREGORY P. PRIAMOS DATE

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

703



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 December 16, 2015

SUBJECT: Approval of the agreement with Crossroads Software, Inc. to provide a Geographical Information System (GIS)-Based Countywide Traffic Collision Records System without obtaining competitive bids for TLMA for five years. [All Districts] [\$230,000] 100% Federal Fund

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve and execute the service agreement with Crossroads Software, Inc. for \$230,000 in total, for five years without obtaining competitive bids; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, to sign amendments that do not change the substantive terms of the agreement, as approved by County Counsel.

BACKGROUND: Continued on next page.

Departmental Concurrence

Patricia Romo

Juan C. Perez

Assistant Director of Transportation

Director of Transportation and Land Management

Teresa Summers, Assistant Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 230,000	\$ 0	\$ 230,000	\$ 0	Consent Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Federal Funds 100%. Federal funds provided by the California Office of Traffic Safety (OTS Grant TR 1602)
 Budget Adjustment: No
 For Fiscal Year: 15/16-19/20

C.E.O. RECOMMENDATION:

APPROVE
 BY:
 Tina Grandis

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Washington 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: March 1, 2016
 xc: Transp., Purchasing

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

Prev. Agn. Ref.: 2/3/15 #3-13 | District: All | Agenda Number:

3-32

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

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

FORM 11: Approval of the agreement with Crossroads Software, Inc. to provide a Geographical Information System (GIS)-Based Countywide Traffic Collision Records System without obtaining competitive bids for TLMA for five years. [All Districts] [\$230,000] 100% Federal Fund

DATE: December 16, 2015

PAGE: 2 of 3

BACKGROUND:

Summary

The County of Riverside Transportation Department (Transportation Department) currently uses a digital Traffic Collision Records System, Crossroads Software, which was implemented in 2007. In 2014 the Transportation Department applied for a grant that would allow the County of Riverside (County) and the Cities within the County the ability to develop a countywide GIS collision record system through the California Office of Traffic Safety. In October of 2014 the Transportation Department was notified that the grant application had been accepted and on February 3, 2015 (Agenda Item 3-13), the Board of Supervisor accepted the Office of Traffic Safety Grant for the development of a countywide traffic collision system.

In March 2015, the Transportation Department conducted a survey of our cities to determine what collision records system they were using. Our survey found that out of the 28 incorporated cities in the County, 21 currently utilize Crossroads Software, and many of them have used the system for over ten years. The Riverside County Sheriff's Office has also used Crossroads for over 15 years. Within the state of California, over 530 traffic engineering and police departments are users of the Crossroads System, and it has become the industry standard and leader in this field.

The Crossroads Analytics System is based on the California State collision report form. Over the past 23 years, Crossroads has developed an array of relevant collision and citation analytics that have become the standard for collision reporting and analysis in the state of California. The Crossroads System utilizes Street Network Modeling technology that uses the GIS map from each agency as the foundation of the street model. The Street Model system allows verification of collision locations on imported data and provides the tools for accurate collision reporting and analytics. No other company, to our knowledge, offers this technology. It is unlikely that other vendors would be able to provide the same technology at a competitive price, and it would not be cost effective to purchase newly-developed software through a different company. Switching to another vendor would require extensive retraining of Law Enforcement and Engineering Staff for cities and the County, thereby significantly increasing the cost of implementing a regional system.

Impact on Residents and Businesses

The countywide collision database will assist the County and cities to better evaluate and share traffic collision data, in order to enhance our traffic safety. This data will assist us in prioritizing our limited funding resources to achieve the greatest safety benefits.

SUPPLEMENTAL:

Additional Fiscal Information

All project costs will be funded by the OTS grant and no general funds will be used. The software system will be purchased using only OTS grant monies. Software system licensing and installation will be provided for the County and each participating city. Limited ongoing maintenance and technical support in the use of the system will be included in the purchase of the upgraded software.

Contract History and Price Reasonableness

When the Transportation and Land Management Agency (TLMA) first purchased the Crossroads software in 2007, only Crossroads submitted a bid. Crossroads Software was subsequently implemented. The system is proprietary and no other vendor can support the existing software.

The Transportation Department received approval on June 3, 2015, for the upgrade of the existing software from the Riverside County Information Technology (RCIT) Department, Technical Standards & Oversight Committee (TSOC) (Policy H-11: RCIT Procurement Form Tracking No. PR 2015-02744).

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the agreement with Crossroads Software, Inc. to provide a Geographical Information System (GIS)-Based Countywide Traffic Collision Records System without obtaining competitive bids for TLMA for five years. [All Districts] [\$230,000] 100% Federal Fund

DATE: December 16, 2015

PAGE: 3 of 3

ATTACHMENTS:

- A. Sole Source Procurement Memo – Crossroads Software, Inc.
- B. Professional Service Agreement (Contract ID # TLARC-92045-014-11/20)
- C. RCIT Procurement Form (Tracking No. PR 2015-02744)



COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



Juan C. Perez, P.E., T.E.
*Director of Transportation and
Land Management*

Transportation Department

Patricia Romo, P.E.
Assistant Director of Transportation

Date: December 21, 2015

From: Juan Perez, Director
Transportation and Land Management *p. Romo*

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: **Sole Source Procurement; Request for Software Application from Crossroads Software, Inc.**

The below information is provided in support of my Department requesting approval for a sole source.

- 1. Supplier being requested:**
Crossroads Software, Inc.
210 West Birch Street
Brea, CA 92821
Telephone: 714-990-6433
- 2. Vendor ID: 75255**
- 3. Supply/Service being requested:** Computer software from Crossroads Software, Inc., to upgrade existing software.
- 4. Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:** The County of Riverside received a grant from the Office of Traffic Safety (OTS). Funding for the purchase of the software is provided in the grant. Currently, Crossroads software is being utilized by more than 530 traffic engineering and police departments in California, and those cities have Crossroads licensing and contracts. From a practical standpoint, it would not be cost effective to purchase newly developed software through a different company.

To TLMA knowledge, there are no other companies that offer the same technology that is required to implement a countywide database system.

- 5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Crossroads System utilizes Street Network Modeling technology that uses the GIS maps from each agency as the foundation of the street model. The Street Model system allows data scrubbing of collision location on imported data and

provides the tools for accurate collision reporting and analytics. To our knowledge, no other company offers this technology. In addition, this software is already being used by more than 530 traffic engineering and police departments in the state of California. Many have been users of Crossroads for over ten years. Of the 28 incorporated cities within the County of Riverside, 21 cities (both engineers and enforcement) use this same software.

6. Reasons why my department requires these unique features and what benefit will accrue to the county:

Because the Transportation Department will be using grant monies, there is a limited dollar amount available to spend on the purchase. The cost of the development of new software, or switching to another system, would likely far exceed the grant amount. In addition, it is unlikely that the agencies currently using Crossroads would switch to different software at this time. Because the purpose of this software purchase is such that all 28 cities within the County can upload their data to the same server so the data is available to each agency in a timely manner, it is not practical to use a different vendor.

The benefit of this software is the ability for each agency within the county to share regional traffic data. This will allow coordination between and among agencies so informed decisions in directing resources for traffic safety improvements can be made.

7. Period of Performance: From: 3/1/16 to 3/1/21

Is this an annually renewable contract? No Yes
 Is this a fixed-term agreement: No Yes

8. Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

Description:	FY15/16	FY16/17	FY17/18	FY18/19	FY20/21	Total
One-time Costs:	\$230,000	0	0	0	0	\$230,000
Upgrade existing software						
Ongoing Costs:						
Total Costs	\$230,000					\$230,000

Note: Insert additional rows as needed

PROFESSIONAL SERVICE AGREEMENT

for

GIS BASED COUNTYWIDE TRAFFIC RECORDS SYSTEM

between

COUNTY OF RIVERSIDE

and

CROSSROADS SOFTWARE INCORPORATED



MAR 01 2016 3-32

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This Agreement, made and entered into this 1st day of March, 2016, by and between CROSSROADS SOFTWARE INCORPORATED, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, and Exhibit C, Software License Agreement

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

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through March 1, 2021, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed a one-time sum of \$230,000.00 including all expenses, and maintenance and support for five years as stated in the Software License Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified

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

3.2 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
4080 LEMON STREET, 8TH FLOOR
RIVERSIDE, CA 92501**

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number **TLARC-92045-014-11/20**; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.3 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

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

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

in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

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

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

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

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

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

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

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

6. Ownership/Use of Contract Materials and Products

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

7. Conduct of Contractor

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

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

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

8. **Inspection of Service; Quality Control/Assurance**

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

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

9. **Independent Contractor/Employment Eligibility**

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

relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has

become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

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

11. Disputes

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

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

12. Licensing and Permits

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

governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

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

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

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

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data

which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

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

17. Administration/Contract Liaison

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

18. Notices

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

COUNTY OF RIVERSIDE

PURCHASING AND FLEET SERVICES
2980 WASHINGTON STREET
RIVERSIDE, CA 92504

CONTRACTOR

CROSSROADS SOFTWARE, INC.
210 W. BIRCH STREET., #207
BREA, CA 92821

19. Force Majeure

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

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish

the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

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

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

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

22. Insurance

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

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

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

D. Professional Liability Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

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

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

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

reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

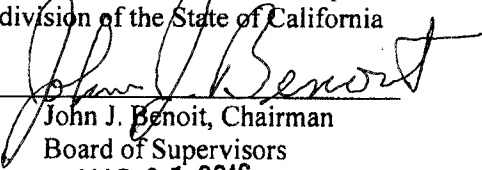
23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of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

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

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____


John J. Benoit, Chairman
Board of Supervisors

Dated: MAR 01 2016

CROSSROADS SOFTWARE, INC.,

By: _____


Name: Jeff Cullen
Title: CEO

Dated: 2/5/2016

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____


Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____


Neal Kipnis,
Deputy County Counsel

EXHIBIT A SCOPE OF SERVICES

1. PURPOSE:

The purpose of this project is to provide a method of collecting traffic collision report data in a timely, accurate countywide basis for all agency police departments and traffic engineering departments in the county along with the Riverside County Transportation Department.

2. PERIOD OF PERFORMANCE:

Ongoing maintenance and support in the use of the system will be provided for each participating agency in the County for a period of five (5) years. Maintenance includes updates to new versions in the system as they become available and access to Crossroads web, email and phone support. Crossroads will provide a software license for each participating agency. The maintenance and support provided as part of this project does not supersede any maintenance agreements already in place at individual agencies. After the five-year period of maintenance provided as part of this project scope, individual agencies may optionally contract with the vendor for one of several maintenance and support options available. The software licenses provided as part of this project do not supersede software license agreements already in place at participating agencies. Crossroads software licenses are provided as a perpetual license and use of the software does not require ongoing maintenance agreements.

3. COLLISION DATA AND REPORT:

- 3.1. The CONTRACTOR will provide the tools to perform analytics on traffic collision data on a countywide or individual agency basis.
- 3.2. The CONTRACTOR will provide a collision report data without personal information or vehicle identification information.
- 3.3. Collision reports from all participating agencies will be hosted at a database accessible to all agencies for analysis purposes.
- 3.4. The hosted back-end database will be made available to the Office of Traffic Safety for report summaries and analytics. This will provide a timely and accurate source of traffic collision information used by participating agencies for gathering countywide statistics and comparative analytics.
- 3.5. The CONTRACTOR will provide an updated Crossroads Collision Analytics System to each participating agency (both traffic engineering departments and police departments).
- 3.6. The new system includes the ability to query for collision patterns (without personal information) countywide to compare relevant collision types and patterns between different agencies.
- 3.7. The updated system has the ability to query for countywide reports hosted online or to query on reports in the system database at the agency level.
- 3.8. The CONTRACTOR will provide the Crossroads Collision Report Writer to each police agency that wishes to use the system for writing collision reports. For police agencies that currently use the Crossroads Report Writer, each agency will be updated to the latest version.

4. NEW SYSTEM AND SITE LICENSE:

- 4.1 The system is provided by the CONTRACTOR as a site license and can be installed on any number of computers required by the agency. The system requires, Windows 7, Windows 8 or Windows 10 on workstation to run the program, and space on a shared folder on a file server at the agency. File server space varies by agency size and number of collisions but does not exceed 1.5GB.
- 4.2 The CONTRACTOR will provide a new system installation and site license for the Crossroads Collision Database Analytics Program to agencies that currently do not have the Crossroads System.
- 4.3 The CONTRACTOR will import SWITRS records for five (5) years of historical collision data, produce a street model for use in the system and execute Street Name Verification on the historical data to prepare the data for use by each agency.
- 4.4 The new system will be provided to the following agencies (both Traffic Engineering and Police Agency):

1.	City of Banning
2.	City of Beaumont
3.	City of Blythe
4.	City of Calimesa
5.	City of Canyon Lake
6.	City of Desert Hot Springs
7.	City of Norco

5. SOFTWARE COLLISION REPORT WRITER:

The CONTRACTOR will provide the Crossroads Software Collision Report Writer to the following police agencies for their optional use in writing collision reports:

1.	Banning Police Department
2.	Beaumont Police Department
3.	Blythe Police Department
4.	Calimesa Police Department (Riverside County Sheriff)
5.	Canyon Lake Police Department (Riverside County Sheriff)
6.	Cathedral City Police Department
7.	Desert Hot Springs Police Department
8.	Norco Police Department (Riverside County Sheriff)

6. SYSTEM UPDATE:

The following agencies (traffic engineering and police agencies) currently have site licenses for the Crossroads Collision Database Analytics System. The following agencies will be updated to the latest enhanced version of the system by the CONTRACTOR:

1.	City of Cathedral City
2.	City of Coachella
3.	City of Corona
4.	City of Eastvale
5.	City of Hemet
6.	City of Indian Wells
7.	City of Indio
8.	City of Jurupa Valley
9.	City of La Quinta
10.	City of Lake Elsinore
11.	City of Menifee
12.	City of Moreno Valley
13.	City of Murrieta
14.	City of Palm Desert
15.	City of Palm Springs
16.	City of Perris
17.	City of Rancho Mirage
18.	City of Riverside
19.	County of Riverside
20.	City of San Jacinto
21.	City of Temecula
22.	City of Wildomar

7. UPDATED SOFTWARE FOR COLLISION REPORT WRITER:

Police agencies that currently have software licenses for the Crossroads System for writing collision reports will be updated by the CONTRACTOR to the latest version of the Crossroads Collision Report Writer. These agencies are as follows:

1.	Coachella Police Department (Riverside County Sheriff)
2.	Corona Police Department
3.	Eastvale Police Department (Riverside County Sheriff)
4.	Hemet Police Department
5.	Indian Wells Police Department (Riverside County Sheriff)
6.	Indio Police Department (Riverside County Sheriff)
7.	Jurupa Valley Police Department (Riverside County Sheriff)
8.	La Quinta Police Department (Riverside County Sheriff)
9.	Lake Elsinore Police Department (Riverside County Sheriff)
10.	Menifee Police Department (Riverside County Sheriff)
11.	Moreno Valley Police Department (Riverside County Sheriff)
12.	Murrieta Police Department
13.	Palm Desert Police Department (Riverside County Sheriff)
14.	Palm Springs Police Department
15.	Perris Police Department (Riverside County Sheriff)
16.	Rancho Mirage Police Department (Riverside County Sheriff)
17.	Riverside Police Department
18.	San Jacinto Police Department (Riverside County Sheriff)
19.	Temecula Police Department (Riverside County Sheriff)
20.	Wildomar Police Department (Riverside County Sheriff)

8. DATA COLLECTION:

The goal of the countywide project is to produce accurate data on a timely basis for use in analytics by participating agencies and the Office of Traffic Safety. In order to accomplish this, collision report data for reports taken by participating agencies will be entered into the Collision Database Analytics System at each agency through a variety of methods to accommodate the various policies of the reporting police agencies. The CONTRACTOR will coordinate with each agency during project implementation to determine the most effective method of data capture. The available methods that will be used for data capture are the following:

8.1 Collision Report Writing using the Crossroads Software Report Writer: Of the 28 agencies in the county, 20 of the agencies have police departments that currently write collision reports using the Crossroads Report Writer. The remaining 8 police agencies will be provided with the Crossroads Report Writer at their option. The CONTRACTOR will provide and configure a module at each agency to automatically upload collision data without personal and vehicle identification information to a secure database server hosted by the CONTRACTOR for access by each participating agency. In addition, the Crossroads Collision Database Analytics System will be provided to the remaining 7 agency police departments and traffic engineering departments, which will provide an option for those agencies to data-enter collision report information.

8.2 Eighteen (18) of the police agencies are contracted with the CONTRACTOR LexisNexis team to provide collision reports online to insurance companies. Data and reports for those agencies are uploaded to Crossroads each day as collision reports are approved by the individual police agencies. Data without personal information or identifying vehicle information from those reports will be uploaded from Crossroads' office to the secure countywide database hosted by the CONTRACTOR on a daily basis. These agencies are as follows:

1.	Coachella Police Department (Riverside County Sheriff)
2.	Corona Police Department
3.	Eastvale Police Department (Riverside County Sheriff)
4.	Hemet Police Department
5.	Indian Wells Police Department (Riverside County Sheriff)
6.	Indio Police Department (Riverside County Sheriff)
7.	Jurupa Valley Police Department (Riverside County Sheriff)
8.	La Quinta Police Department (Riverside County Sheriff)
9.	Lake Elsinore Police Department (Riverside County Sheriff)
10.	Moreno Valley Police Department (Riverside County Sheriff)
11.	Murrieta Police Department
12.	Norco Police Department (Riverside County Sheriff)
13.	Palm Desert Police Department (Riverside County Sheriff)
14.	Rancho Mirage Police Department (Riverside County Sheriff)
15.	Riverside Police Department
16.	San Jacinto Police Department (Riverside County Sheriff)
17.	Temecula Police Department (Riverside County Sheriff)
18.	Wildomar Police Department (Riverside County Sheriff)

8.3 The newest version of the Crossroads Collision Database Analytics System will be installed at the County of Riverside Transportation Department's Traffic Engineering Division office (Transportation Annex). The CONTRACTOR will provide and configure a module at the County of Riverside to automatically upload collision data without personal and vehicle identification information to a secure database server hosted by the CONTRACTOR for access by each participating agency.

8.4 The CONTRACTOR will provide the no-cost option of the online records dissemination system to any of the (10) police agencies not already using that option. The CONTRACTOR'S LexisNexis team will execute data-entry for collision reports for those agencies at no cost for those agencies that opt for this system.

9. HOSTED BACK-END DATABASE:

A back-end database of reports collected using the above methods will be hosted at a secure data center maintained by the CONTRACTOR. The data will not contain personal information or vehicle identification information. Participating agencies can use the Crossroads Collision Database Analytics System to execute analytics on this data as well as their own data in the Crossroads System at the agency level. The back-end database will be hosted for a period of five (5) years.

10. THE CROSSROADS COLLISION DATABASE ANALYTICS SYSTEM FEATURES:

10.1 Analytics on collision data: The ability to produce a wide range of analytics on collision data. Query and reporting features include High Incidence Reports, Intersection and Midblock Historical Reports, Intersection Collision Pattern Diagraming, GIS Mapping, Google Earth Mapping, Pie Chart and Bar Chart summaries and OTS Schedule C reporting statistics. The system is based on a street network model for accuracy in location-based queries. The system provides the ability to store traffic volume information and produce collision rates. The system is provided as a site license so that participating agencies may install the system on as many computers as needed.

10.2 Analytics on agency facilities and conditions: The system provides the ability for agencies to enter traffic related features including school zones, intersection controls, roadway classifications, truck routes and speed limits. Collision analytics are available to create reports of collision patterns relative to these agency features. The ability to assign default traffic volumes by roadway classification and intersection controls is provided. The system also produces collision rates utilizing default volumes.

11. CROSSROADS COLLISION REPORT WRITER FEATURES:

11.1 The system has a module for collision report writing for use by police departments to write reports. The report writer includes all features needed to write the entire report, including 555 and 555-03 (PDO) report writing, narrative writing, sketching, the ability to attach additional documents and to write supplemental reports.

11.2 A module is included to export collision data and collision report images in a standardized (xml) format for use by police departments to optionally output data for use in other systems such as Records Management Systems.

11.3 Crossroads is to conduct an implementation workshop for both eastern and western county participating cities and County prior to the installation of software. This workshop is to provide more detail on program features, provide an overview of the project, and offer a question and answer period for attendees.

12. COORDINATION, TRAINING AND IMPLEMENTATION:

- 12.1 CONTRACTOR will follow up with each individual participating agency after the implementation workshops to install and/or update the software using remote access. For agencies receiving new installations: Crossroads will arrange to log in remotely and set up the initial back-end database on a server share at the agency. Crossroads will provide the installation program for use in installing on as many computers as the agency requires. Crossroads will install on workstation(s) and train user(s) (or IT contacts) in the installation process. The installation program has been designed to be executed expeditiously in then installation process. CONTRACTOR will set up the Open Database Connectivity ODBC connection to the hosted back-end database and coordinate with agency IT personnel to accomplish the connectivity. The Analytics System will be updated to the latest version and configured to be able access the "hosted" back-end database and the local database by selecting the system from the Analytics System menu.
- 12.2 For agencies being updated to the latest version: The existing back-end database at the agency will be updated to the newest version if needed. CONTRACTOR will set up the ODBC connection to the hosted back-end database and coordinate with agency IT personnel to accomplish the connectivity. The Analytics system will be updated to the latest version and configured to be able access the "hosted" back-end database and the local database by selecting the system from the Analytics System menu.
- 12.3 Training in the use of the system will be provided for each participating agency. CONTRACTOR will provide dedicated training sessions with each agency via remote login (GoToMeeting). Training will cover the use of all key features and functions.
- 12.4 Collision Report Writing (for police departments): Training will cover the report writing process, including writing reports and the associated component documents (narratives, sketches, attachments and supplemental reports), Review/Approval Process, Previewing and Printing, and System Configuration.
- 12.5 Analytics System: Training in this system will cover Configuration, Data Entry/Import, Data Validation, Collision Data Analytics and Street Objects Database use.

**EXHIBIT B
PAYMENT PROVISIONS**

SOFTWARE PRODUCT & MAINTENANCE

Line	Description	License Type	Unit	Unit Price	Extended Price
1	Crossroads Collision Database System	Perpetual Site License	1	\$230,000.00 (lump sum)	\$230,000.00 (lump sum)
				Subtotal	--
				Tax	--
				Shipping	--
				Total	\$230,000.00

EXHIBIT C
SOFTWARE LICENSE AGREEMENT

COUNTY OF RIVERSIDE

SOFTWARE LICENSE AGREEMENT

This software license agreement is dated March 1, 2016, and is between the County of Riverside, a political subdivision of the State of California (herein referred to as "County") with its principal place of business located at 2980 Washington Street, Riverside, CA 92504 and Crossroads Software, Inc., a software development company (herein referred to as "Contractor") with its principal place of business located at 210 W. Birch St, #207, Brea, CA 92821.

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Annex A Schedule of Software

Annex B Schedule of Maintenance and Support

1. LICENSE

1.1 Subject to the terms of this Agreement, the Contractor hereby grants to the County a perpetual, fully paid, non-exclusive license to use the software program(s) ("Software"), user manuals, technical manuals, and other information ("Documentation") for the software package.

1.2 The license granted hereunder is listed on the Schedule of Software (Annex A), provided that Licensee may make a reasonable number of additional copies for archival, emergency backup purposes, or test/development environments. Licensee shall affix to each copy of the Software or documentation all copyright and proprietary information notices that were affixed to the original.

2. OWNERSHIP

2.1 The Contractor will provide the County with the Software, but title to the Software and Documentation, all copies thereof and all rights therein, including all rights in patents, copyrights, and trade secrets applicable thereto, shall remain vested in the Contractor, regardless of the form or media in or on which the original and other copies of Software and Documentation may subsequently exist. Nothing contained herein shall be deemed to convey any title or ownership interest in the program module(s), Software or Documentation to the County.

2.2 The County agrees not to disclose, transfer, provide or otherwise make available in any form, except as otherwise provided in this Agreement, the Software or any portion thereof, to any person other than employees of the County without prior written consent of the Contractor.

2.3 The County agrees not to reverse compile or disassemble the Software.

2.4 The County agrees that it will not in any form, export, re-export, resell, ship, or divert or cause to be exported, re-exported, resold, shipped, or diverted, directly or indirectly, the Software and Documentation or a direct product thereof to any country for which the United States government or any agency thereof at the time of export or re-export requires an export license or other government approval without first obtaining such license or approval.

3. COPYING RIGHTS

The County may make copies of Software and Documentation, as required for backup or test/development/training environments in support of the use of the Software, but the County must include existing copyright notices on any such copy, modifications, or portions of Software merged into another program. Such notice(s) may appear in several forms, including machine-readable form, and the County agrees to reproduce such notices(s) in each form in which it appears, to the extent it is physically possible to do so.

4. TRANSFERABILITY

4.1 The County may not transfer to any third party the Software and the Documentation, or any copy(s) thereof, in whole or in part, except as expressly provided in this Agreement. If the County transfers Software and Documentation to another party as expressly provided in this Agreement, the County must at the same time either transfer copies whether in printed or machine-readable form to the same party or destroy any copies not transferred; this includes all modifications and portions of Software contained or merged into another program.

4.2 If the County transfers Software and/or Documentation or any copy, modification, or merged portion of Software to another party without written permission of the Contractor, this license is automatically terminated.

5. MAINTENANCE AND SUPPORT

5.1 The County shall not be required to purchase additional Maintenance and Support as a condition of the purchase or use of the Software. The County certifies that if it elects not to purchase additional

Maintenance and Support it will not be entitled to maintenance, support or upgrades to the Software from the Contractor. The County will be entitled to publicly available patches to its version of the Software.

5.2 Contractor shall provide to the County Updates (hereinafter "Maintenance") and technical support (hereinafter "Support") in accordance with the terms of this Agreement.

5.3 Maintenance shall include access to software upgrades and code fixes to the Software released during the period for which the County has fully paid support.

5.4 Technical Support shall include problem resolution for issues determined to be caused by material defects existing either in the base Software code or in enhancements to the Software performed by the Contractor for the County. The Contractor will assist County to answer questions on how the system operates. The Contractor will assist in troubleshooting issues that cannot readily be identified as a defect or enhancement, as part of this Agreement. These services are subject to this Agreement. Any additional system enhancement activity would be covered under a separate schedule for services.

5.5 Terms of Software Maintenance and Support are covered under the Schedule of Software Maintenance and Support (Annex B).

6. DELIVERY

6.1 Software and Documentation shall be delivered to the County via electronic download/hard copy computer media. All subsequent updates, upgrades or patches shall be delivered to the County via electronic download/hard copy computer media.

6.2 The Contractor shall bear the full risk of loss due to total or partial destruction of the Software loaded on CDs or other computer media, until such items are delivered to the County. All transportation and related insurance charges for shipment of Software shall be paid directly by the Contractor to the applicable carrier. The Contractor shall be solely liable and responsible for, any and all transportation and related insurance charges.

7. WARRANTY

For a period of one year after final acceptance of all deliverables in contract, the Contractor warrants that under normal use, Software shall perform the functions specified in the Documentation. The County shall promptly notify the Contractor in writing if the Software does not conform to the Documentation. The Contractor will promptly correct such nonconformance by repair, or at its option, provision of replacement software providing there is no misuse of the software.

8. REPLACEMENT PRODUCTS

8.1 If the Contractor, within five years from the last agreement date between the County and the Contractor for the Software, generally or commercially releases a product (hereinafter "Replacement Product(s)") with the same or substantially similar functionality as that of the Software licensed by County pursuant to such agreement, and the Contractor concurrently or within one (1) year from such release date discontinues the support of the most recent generally released version of the Software, then the County shall receive a credit for the full value of the License fees paid by County for the Software toward the purchase of the Replacement Product, provided that County is a subscriber to the Maintenance and Support Services for the Software. The Replacement Product shall be treated as Software for the purpose of this Agreement.

8.2 The License granted to the County for the Replacement Product shall be:

- (a) pursuant to the terms and conditions of this Agreement,
- (b) granted without the payment of additional fees; and
- (c) the County's Maintenance and Support fees for the Replacement Product shall remain the same as for the Licensed Product for the remainder of the support term.

9. RIGHT TO ACQUIRE EQUIPMENT AND SERVICES

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

10. USE BY POLITICAL ENTITIES

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

11. TERM

The term of this maintenance and support related to this Agreement is for five years after final acceptance of all deliverables in contract.

12. TERMINATION

12.1 County may terminate this Agreement without cause upon 30 days written notice served upon the Contractor stating the extent and effective date of termination.

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

12.3 After receipt of the notice of termination, Contractor shall:

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

12.4 Upon termination of this Agreement, the County will continue to have right to use the Software as defined in this Agreement. The County certifies that upon termination it will not be entitled to maintenance, support or upgrades to the Software from the Contractor. The County will be entitled to publicly available patches to its version of the Software.

12.5 In the event the County requires maintenance, the County shall either (a) pay the Contractor on a time and materials basis for services or (b) pay maintenance from the date this Agreement terminated.

12.6 In the event the County wishes to reinstate its licenses, the County shall pay maintenance as agreed to by both parties.

12.7 Upon termination of this Agreement as provided herein, any prepaid Maintenance and Support Services fees shall be refunded to the County by the Contractor on a pro rata basis as of the date of termination or the date giving rise to the cause for termination, as applicable.

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

13. ESCROW OF SOURCE CODE

13.1 The Contractor shall, before any payment is made under this Agreement, provide evidence that it has deposited a copy of the source code of the licensed program with an escrow agent acceptable to the County. Documentation provided to the escrow agent must show that the escrow agent is obligated to make a copy of the source code available to the County as described below. The source code held in escrow will be updated by the Contractor immediately upon each new release of the licensed program. The Contractor shall provide the County with a copy of the escrow Agreement upon request.

13.2 The Contractor shall direct the Escrow Agent to deliver to County the Source Code for the applicable Software in the event Contractor (i) filing a petition for liquidation via bankruptcy or an assignment for the benefit of creditors; (ii) ceasing normal business operations; or (iii) failing to provide Maintenance and Support for the Software for a fifteen (15) day period after receipt of written notice by Contractor from County, while County is a compliant subscriber of Contractor's Maintenance and Support Services.

13.3 Source Code obtained by County under the provisions of this Agreement, and/or the Escrow Agreement, shall remain subject to every License restriction, proprietary rights protection and other County obligations specified in this Agreement, provided, however, County may make such Source Code available to third parties as needed to assist it in making authorized use of the Software.

14. DISPUTES

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

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

15. DELETED

16. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Contract, except invoices, shall be addressed as follows:

COUNTY:

Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504
Attn: Senior Procurement Contract Specialist

VENDOR:

Crossroads Software, Inc.
Attn: Jeff Cullen
210 W. Birch St. #207
Brea, CA 92821

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Contract, addressed in any other fashion will not be acceptable.

17. ASSIGNMENT

The Contractor shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of County.

18. ALTERATION OR CHANGES TO THE AGREEMENT

18.1 The Board of Supervisors and the County Purchasing Agent and/or his designee are the only authorized County representatives who may at any time, by written order, make alterations to this Agreement.

18.2 Any claim by the Contractor for additional payment related to this Agreement shall be made in writing by the Contractor within 30 days of when the Contractor has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the Contractor. If the County Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the Contractor pursuant to the claim. Nothing in this section shall excuse the Contractor from proceeding with performance of the Agreement even if there has been a change.

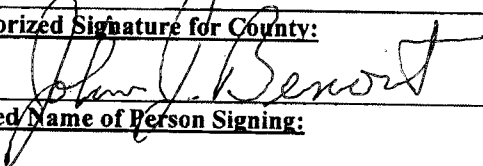
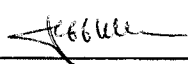
19. GOVERNING LAW/SEVERABILITY

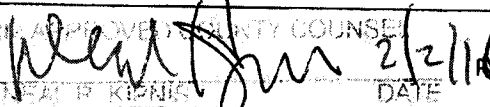

This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California or the U.S. District Court located in Riverside, California, and the parties waive 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.

20. ACKNOWLEDGEMENT

This Agreement shall be effective upon its execution by both parties.

The Terms and Conditions included in Professional Services Agreement ID# TLARC-92045-014-11/20 are incorporated by this reference. In the event of conflicting terms, those included in AA- shall take precedence of the terms included in this Agreement.

Authorized Signature for County: 	Authorized Signature for Crossroads Software, Inc. 
Printed Name of Person Signing: JOHN J. BENOIT	Printed Name of Person Signing: Jeff Cullen
Title: CHAIRMAN, BOARD OF SUPERVISORS	Title: CEO
Address: 2980 Washington Street Riverside, CA 92504	Address: 210 W. Birch St. #207 Brea, CA 92821
Date Signed: MAR 01 2016	Date Signed: 2/5/2016

FOR APPROVAL COUNTY COUNSEL
 BY  DATE **2/2/16** Page 7 of 10
 ATTEST
 KEDIA HARPER-JHEM, Clerk
 By  DEPUTY

**Annex A
Schedule of Software**

A-1 Maximum Reimbursable Amount:

The maximum reimbursable amount of this Agreement shall not exceed \$230,000.00

A-2 Software Product & Maintenance and Support List

Line	Description	License Type	Unit	Unit Price	Extended Price
1	Crossroads Collision Database System	Perpetual Site License	1	\$230,000.00 (lump sum)	\$230,000.00 (lump sum)
				Subtotal	--
				Tax	--
				Shipping	--
				Total	\$230,000.00

A-3 Delivery

Software and Documentation shall be delivered to the County via electronic download/hard copy computer media. All subsequent updates, upgrades or patches shall be delivered to the County via electronic download/hard copy computer media.

A-4 Invoices

Invoices and other financial documents shall be addressed to:

Riverside County Transportation Department
4080 Lemon Street – 8th Floor
Riverside, CA 92501

Invoices will include in instances where software is electronically delivered the following language:
“All products purchased are available via electronic download only. No tangible media or documentation will be available or shipped. Access to the products purchased and referenced on this invoice is in no way dependent upon any tangible media that may have been received prior to or separately from this purchase.”

All complete invoices submitted in a timely manner shall be processed within forty-five (45) calendar days.

A-5 Sales and Use Tax

Fees set forth herein shall include applicable California and other state and local sales/use taxes on all Software products procured by County pursuant to or otherwise due as a result of this Agreement. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for payment of any and all California and other state and local sales/use taxes. In the event Contractor fails to pay such California or any other state or local sales/use tax and such taxes have been paid by County to Contractor, Contractor shall reimburse County for any and all tax amounts paid by County as a result of such failure and any attorneys’ fees, including costs, associated therewith. In addition, Contractor shall be solely responsible for all taxes based on Contractor’s income or gross revenue, or personal property taxes levied or assessed on Contractor’s personal property to which County does not hold title.

A-6 **Term**

The County is granted perpetual, non-exclusive licenses to use the software.

The County has elected to purchase Maintenance and Support, as stated in the Agreement. The effective period of Maintenance and Support shall be for five years after final acceptance of all deliverables in Contract.

**Annex B
Schedule of Maintenance and Support**

When the County requires the support of the Contractor, the Contractor will provide technical support to assist in troubleshooting, defining, and/ or executing corrective actions as follows:

B-1 Levels of Support

Support for the system is provided in two levels. Level 1 support covers questions in the use of system features, setup and configuration. Level 1 support items are handled by the Contractor support personnel who use remote login to resolve issues and answer user questions. Level 2 support covers system function failures and are addressed by the Contractor software development personnel. Contractor support personnel can escalate any item for action by software development personnel as needed.

B-2 Problem Response & Resolution Process

Support shall be provided 8:00am to 5:00pm Pacific Time – Monday through Friday.

The response time for support shall be accomplished using the priority rank listed in the table below. Response time starts after notification by the Contractor that service is required. The response and resolution goals set forth below will apply during Contractor’s standard operating hours. Licensee and Licensor define the priorities for support with the table below:

Level	Description	Response Time	Resolution Time
Critical	Production system is inoperative and business operations are critically impacted, preventing all useful work from being done.	3 hours	1 Business Day
High	Production system is adversely affected. Productivity is compromised. Work can be done, but is severely limited.	6 hours	2-5 Business Days
Non-Critical	Production System has a noncritical problem or defect or questions have arisen about product use. Bug disabling only certain nonessential functions. This condition exists when the Licensed Software is usable by Customer, but with limited functions.	24 Hours	5-7 Business Days

B-3 Support Services outside of Standard Maintenance

N/A

B-4 Product Upgrades and Future Releases

The Contractor will provide to County all product upgrades and future releases for the term of this Agreement.



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

PR2015-02144
Tracking Number for
Internal Use Only

REQUESTED PURCHASE: CROSSROADS SOFTWARE	
DEPARTMENT/AGENCY: TRANSPORTATION / TRAFFIC ENGINEERING	
CONTACT NAME/PHONE: LAWRENCE TAI / 5-6816	
PURCHASE REQUEST: <input type="checkbox"/> NEW EQUIPMENT/SERVICES <input checked="" type="checkbox"/> UPGRADE <input type="checkbox"/> REPLACEMENT	
PURCHASE TYPE: <input type="checkbox"/> PROFESSIONAL SERVICES <input checked="" type="checkbox"/> SOFTWARE <input type="checkbox"/> HARDWARE <input type="checkbox"/> RENEWAL	
DESCRIBE REQUESTED PURCHASE	The County currently uses Crossroads software that was implemented in 2007. The request is to upgrade to current Crossroads software. The Crossroads Analytics System is based on the California State collision report form. Over the past 23 years, Crossroads has developed an array of relevant collision and citation analytics that have become the standards for collision reporting and analysis in California. It utilizes street network modeling technology that uses each agency GIS map as the foundation of the street model. Crossroads analytic modules provide the most complete range of analytics functions, including methods for producing summaries and reports in many formats, including mapping, charting and summary reports. Crossroads Systems are fully compatible with the California Highway Patrol (CHP) Collision Report Form and the CHP State-Wide Integrated Traffic Records System (SWITRS) data.
BUSINESS NEEDS ADDRESSED	The primary objective of the upgraded software system is to develop a countywide system that allows the county and local cities access to traffic collision records on a timeller basis, and to have that data accessible in a regional (countywide) system. The updated software will provide a method of collecting traffic collision report data in a timely, accurate countywide basis for all agency police departments and traffic engineering departments in the county. It will provide analytical tools to county and local cities that can help analyze high collision locations to identify prevention measures.
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 checked="" type="checkbox"/> Reduce Expenses <input checked="" type="checkbox"/> Improve Customer Service <input checked="" type="checkbox"/> Improve Operational Efficiencies
BUSINESS RISKS	Financial: The software system will be purchased using only Office of Traffic Safety grant monies. Operational: None. Licensing, installation, limited ongoing maintenance and tech support will be included in the purchase of updated software. Customer: None
ALTERNATIVE SOLUTIONS	1. None. To our knowledge, there are no other companies that offer the same technology provided by Crossroads Software. 2. [Solution] 3. [Solution]

5/20



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

TRANSACTION		<input checked="" type="checkbox"/> Cash Purchase	<input type="checkbox"/> Lease Purchase	Lease Years: _____
PURCHASE COSTS		COST BENEFIT ANALYSIS		
Hardware: \$0			ALTERNATIVE STATUS QUO	ALTERNATIVE
Software: \$250,000 (grant funds)		Current Annual Cost	N/A	
Labor: \$0		Ongoing Annual Cost	N/A	
TOTAL COST: \$ 250,000		Annual Cost Savings	N/A	
		Net Annual Savings	N/A	
		Project Implementation Cost	Included In purchase contr.	
		Project Payback Period? yrs		
Department Head Signature: <i>[Signature]</i>			Date: 5/20/15	

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

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

By: *[Signature]* Date: 5/20/15

Chief Information Officer Signature: *[Signature]* Date: 5/27/15

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: *[Signature]* Date: 5/15/15

TSOC explanation for denied requests: