

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



ITEM
3.30
(ID # 4245)

MEETING DATE:

Tuesday, June 20, 2017

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: PUBLIC SOCIAL SERVICES: Agreements with Eccovia, Inc., for a Homeless Management Information System and Related Professional Services, Without Seeking Competitive Bids, for Five Years. [Districts-All]; [Total Cost \$473,030, 100% Federal Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman to execute a Software as a Service (SaaS) agreement with Eccovia, Inc., for a Homeless Management Information System, in the amount of \$348,030, and a Master Services Agreement (MSA) for related professional services, in the amount of \$125,000, without seeking competitive bids, in aggregate for five years.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding and as approved by County Counsel, to: sign amendments that do not change the substantive terms of the agreement and sign amendments to the compensation provisions that do not exceed 10% annually.

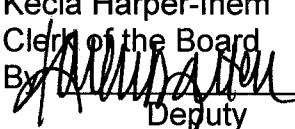
ACTION:


Susan Von Zabern, Director of Public Social Services 5/17/2017

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, Perez and Ashley
Nays: None
Absent: None
Date: June 20, 2017
xc: DPSS, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 90,562	\$ 92,524	\$ 473,030	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal: 100%			Budget Adjustment: No	
			For Fiscal Year: 17/18 – 21/22	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

A Homeless Management Information System (HMIS) is a tool used by communities to collect ongoing data on homeless persons accessing service programs. Using longitudinal data, communities track homeless service and demand trends. This data is critical to accurately calculate the size and needs of the homeless population, as well as the outcomes of specific interventions and programs. Policymakers, agency directors, homeless program consumers and advocates require this information for service and systems planning advocacy.

Adoption of a HMIS is required by the U.S. Department of Housing and Urban Development (HUD), as a condition of receiving McKinney-Vento Homeless Assistance Funds, the primary source of funding for homeless related programs in Riverside County.

DPSS requests a five-year extension of its software agreement with Eccovia and proposes to enter into a master services agreement for professional services and training, as needed.

Impact on Residents and Businesses

This program assists DPSS in developing and targeting programs for homeless individuals and families in Riverside County.

SUPPLEMENTAL:

Additional Fiscal Information

	HO-03620 (SaaS)	HO-03621(MSA)	Total
FY 17/18	\$65,562	\$25,000	\$90,562
FY 18/19	67,524	25,000	92,524
FY 19/20	69,546	25,000	\$94,546
FY 20/21	71,628	25,000	\$96,628
FY 21/22	73,770	25,000	98,770
TOTAL	\$348,030	\$125,000	\$473,030

Contract History and Price Reasonableness

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

On May 13, 2008, agenda item 3.38, the Board authorized DPSS to contract with Data Systems International, as recommended by the RFP #DPARC-080 evaluation committee, for HMIS software services, covering the period July 1, 2008 through June 30, 2009, with two (2) one-year renewal options, in the amount of \$90,000. This dollar amount included the price of licensing and implementation. Data Systems International was rebranded as Eccovia, Inc.

On March 29, 2011, agenda item 3.27, the Board authorized DPSS to extend this contract for the period July 1, 2011 through June 30, 2012, in the amount of \$66,140, with two (2) additional one-year renewal options.

On July 1, 2014, agenda item 3.34, the Board authorized DPSS to extend the agreement through June 30, 2017. In addition, DPSS re-negotiated terms and reduced costs by more than \$11,000 annually.

DPSS is renewing 50 concurrent licenses at \$109.27 per license. Eccovia's current list price is \$350 per license. DPSS's pricing represents a 69% discount.

Services provided under the MSA will be charged at Eccovia's current market rates for professional services and training.

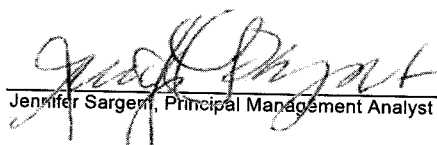
ATTACHMENTS (if any, in this order):

SaaS agreement HO-03620

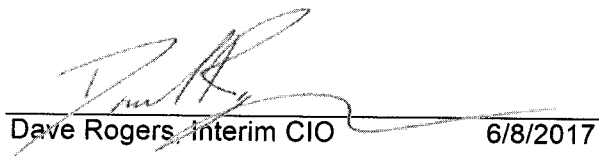
MSA agreement HO-03621

Sole Source Justification

H-11 \


Jennifer Sargent, Principal Management Analyst

6/13/2017


Dave Rogers, interim CIO

6/8/2017

Date: May 1, 2017
From: Susan von Zabern, Director of the Department of Public Social Services (DPSS)
To: County Purchasing and the Board of Supervisors
Via: Barry J. Tantlinger, (951) 358-3293
Subject: Sole Source Procurement: Request for Homeless Management Information System Software as Service agreement and Master Services Agreement

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

1. **Supplier being requested:** Eccovia Inc.
2. **Vendor ID:** 0000202966
3. **Supply/Service being requested:** Homeless Management Information System (HMIS) Software as Service (SaaS) agreement and Master Services Agreement (MSA).
4. **Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:** There are at least thirty providers of HMIS that meet the U.S. Department of Housing and Urban Development's (HUD) HMIS guidelines.

5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**
In 2008, through RFP #DPARC-080, the County selected Eccovia to provide its HMIS software. The award to Eccovia for \$90,000 was approved by the Board May 13, 2008 (agenda item 3.38). Subsequently, on March 29, 2011, Agenda Item 3.27, the Board authorized DPSS to extend this contract for the period of July 1, 2011 through June 30, 2012 for the amount of \$66,140, with two (2) additional one-year renewal options. On July 1, 2014, Agenda Item 3.34, the Board authorized DPSS to extend the agreement through June 30, 2017. In addition to extending the agreement, DPSS re-negotiated terms and reduced costs by more than \$11,000 annually.

The County's network of homeless services providers have been trained in Eccovia's use. The County has also built applications in the system to meet the County's specific needs.

6. **Reasons why my department requires these unique features and what benefit will accrue to the county:**
Transitioning to a new vendor would require additional costs for the County:
 - DPSS would need to train service providers in the new system; and
 - DPSS would most likely to need to pay for parallel systems for an initial period. The last data conversion for HMIS took approximately nine (9) months to complete, due to incompatible data formatting between the old and new vendor, during which time DPSS maintained two (2) systems.

7. **Period of Performance:** From: July 1, 2017 to June 30, 2022
(Five total number of years)

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

8. Identify all costs for this requested purchase:

Description:	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22	Total
One-time Costs:						
Ongoing Costs:						
SaaS agreement	\$65,562	\$67,524	\$69,546	\$71,628	\$73,770	\$348,030
Master Service Agreement	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
Total Costs	\$90,562	\$92,524	\$94,546	\$96,628	\$98,770	\$473,030

9. Price Reasonableness:

DPSS is purchasing 50 concurrent licenses at \$109.27 per license. Eccovia's current list price is \$350 per license. DPSS's pricing represents a 69% discount off list.

Services provided under the Master Services agreement will be charged at Eccovia's current market rates for professional services.

10. Projected Board of Supervisor Date (if applicable): 6/20/17

(Form 11s must accompany the sole source request for Purchasing Agent approval.)

Susan von Zabern Susan von Zabern 5-5-17
 Department Head Signature (or designee) Print Name Date

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove
 Not to exceed: \$ 90,562.00 - FY 17/18 One time Annual Amount through _____
Per chart # 8 for subsequent years (Date) to June 2022

Lois Brendle 5/10/17 17-239
 Purchasing Agent Date Approval Number
 (Reference on Purchasing Documents)

List Attachments:



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

H11 Number:	PR2017-05385						
Requested Purchase:	Homeless Management Information System Licenses and Services						
Department/Agency:	Public Social Services						
Primary Contact/Phone:	Claudia Maldonado/358-3182			Alternate Contact/Phone:			
Purchase Request Type:							
Describe Requested Purchase:	<p>Renewal of 50 concurrent licenses for the Eccovia Homeless Management Information System (HMIS) and related professional services.</p> <p>This is a vendor hosted Software as a Service (SaaS) solution.</p> <p>These are five year agreements. The licensing agreement is \$348,030 in aggregate. The professional services agreement is \$125,000 in aggregate, \$25,000 annually.</p>						
Terms:	<p>Is this a Multi Year Contract?: False</p> <p>Length of Contract: 5</p> <p>Start Date:</p> <p>End Date:</p> <p>Special Tems and Conditions:</p>						
Business Needs Addressed:	<p>The HMIS is tool track data on homeless persons who use service programs. This data is critical to accurately calculate the size and needs of the local homeless population, as well as measure the outcomes of specific interventions and programs.</p> <p>Its use is mandated by the U.S. Department of Housing and Urban Development (HUD).</p>						
Are there other county systems that provide the same functionality?	Unknown						
Business Criticality:	Run the Business						
Business Impact:	Support Current Operations, Improve Customer Service, Improve Operational Efficiencies						
Current Cost itemization (Include all the year 1 cost)							
Item Description	Purchase Type	Vendor	Quantity	Unit Cost	Sub_Total	Item Tax	Total Cost
Homeless Management Information System Licenses and Services	Software	Eccovia Homeless Management Information System (HMIS)	1	\$473,000.00	\$473,000.00		\$473,000.00
Annual Costs							
Item Description	Payment Type	Terms (In Years)	Payment amount	Total Annual Payments			
Accounting String							
To be completed for pass-thru purchases that will be processed by RCIT Only							
%Billed	Accounts (6 digits)	Dept.ID (6 -10 digits)	Program (5 digits)	Class (5 digits)	Grant (9 digits)	Customer Project Code (10 digits)	
Department Head Signature: Susan von Zabern (or Authorized designee)					Date: 4/14/2017 1:11 PM		



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

RCIT Review (Standard purchases and renewals < \$25000) - Administrative Review Status

Recommended: Yes By: Date: 5/4/2017 3:22 PM

Denial Explanation:

ACIO Review (Non standard purchases and renewals between \$0K and \$100K) - ACIO Review Status

Recommended: Yes BY: Date: 5/4/2017 3:22 PM

Denial Explanation:

CIO Review (Purchases and renewals >\$100K) CIO Review Status

Recommended: By: Date:

Denial Explanation:

TSOC Review (Purchases and renewals >\$100K) TSOC Review Status

Recommended: Yes By: Steve Reneker Date: 5/4/2017 3:22 PM

Denial Explanation:



ClientTrack™ Software License & Software as a Service (SaaS) Subscription Agreement [Concurrent Users]

Organization Name: County of Riverside

THIS AGREEMENT, made by and between EccoVia, Inc ("the Company"), a Utah corporation, having a principal place of business at 545 East 4300 South, Suite E260, Salt Lake City, Utah 84107 and County of Riverside ("Licensee"), with a principal place of business at 4060 County Circle Drive Riverside, CA 92503; and sets forth the terms and conditions of a ClientTrack™ Software as a Service (SaaS) subscription. This Agreement shall be effective as of 7/1/2017 (the "Effective Date").

Definitions

Software License: A software license authorizes Licensee to access and run ClientTrack™ baseline application software (the "System"). This license additionally authorizes connection between a ClientTrack application instance and up to two (2) databases.

Licensee: One who is duly authorized to access the System.

Active User: A named end-user of a ClientTrack System that has current login privileges. An Active User account (seat) cannot be shared or used by more than one individual Active User but may be reassigned from time to time to new Active Users who are replacing former Active Users who have terminated employment or otherwise changed job status or function and no longer use the System.

Inactive User: A named end-user of the the System that DOES NOT have current login privileges. An Inactive User may be maintained in the System for historical and data integrity reasons.

Concurrent Users: A term used to define the maximum number of Active Users allowed to login simultaneously at any given time. The concurrent user population can be made up of any number of Active Users.

User Access License: A kind of software license that allows end-users and their workstations to connect to specific System software instance.

Effective Date: The date from which all the contractual rights and obligations begin and from which date renewal dates are calculated.

Term of Agreement

The term of this Agreement shall begin on July 1, 2017 and continue for sixty (60) consecutive months unless terminated earlier. The Riverside County Board of Supervisors is the only authority that may obligate the Licensee for a non-cancelable multi-year agreement.

Grant of SaaS Subscription and Limited Use Software License

Licensee must acquire a number of User Access Licenses ("UALs") equivalent to the number of contracted Concurrent Users defined in this Agreement. Each UAL acquired by Licensee may be used only in conjunction with the Licensee's properly licensed ClientTrack software.

The Company hereby grants and Licensee hereby accepts, a limited, non-exclusive Software License for the ClientTrack baseline application software and a non-exclusive license for Licensee's Active Users to use the ClientTrack software provided Licensee complies with all terms and conditions of this Agreement and the Software as a Service (SaaS)

Subscription Terms & Conditions, made a part of this Agreement as Exhibit B.

The Company reserves the right to modify the Software as a Service (SaaS) Subscription Terms & Conditions (attached as Exhibit B) terms and conditions of this Agreement or its policies relating to the use of the System at any time, effective upon written notice as provided in this Agreement; any continued use of the System after any such changes shall constitute your consent to such changes.

This license shall immediately terminate and be null and void upon termination or upon Licensee's violation of this Agreement.

Price and Payment Terms

Licensee agrees to make prompt payment to the Company with forty five (45) days of receipt of a properly completed invoice. Licensee shall bear all applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes), and similar charges, however designated or levied. Tax Exemption certificates, if applicable, must be presented prior to invoice if they are to be honored. The Company shall only bill the Licensee for services specifically stated in this Agreement or otherwise approved in writing in advance by the Licensee.

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 is in no way dependent upon any tangible media that may have been received prior to or separately from this purchase.

The Licensee shall pay the Company, the Software License fee, Concurrent User subscription fees as specified in ClientTrack SaaS Pricing Table, made part of this Agreement as Exhibit A.

Monthly SaaS Concurrent User Subscription Fees are due and payable annually in the first month of each annual cycle.

Number of Concurrent User Access Licenses:

SaaS Concurrent User Subscription fees for the initial twelve (12) months of the initial term of this Agreement are included in the ClientTrack Baseline Software License. During subsequent months of this Agreement the number of Concurrent User Subscription fees billed under this contract shall be for no less than Fifty (50) Concurrent Users. Additional Concurrent Users may be added by the Company when requested by an authorized representative of the Licensee in writing.

EccoVia
Initial

Licensee
Initial

JUN 20 2017 3,30



No Rental/No Commercial Hosting

You may not rent lease, lend or provide commercial hosting services with the Software.

Software Ownership

The ClientTrack Software System is owned by EccoVia, Inc. and is licensed to Licensee not sold. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by EccoVia, Inc.

Software Limited Warranty

The Company warrants to Licensee, that the System will operate substantially in accordance with the most current release of the System baseline software for the term of this Agreement. This warranty is void if failure of the software has resulted from accident, abuse, or misapplication.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SOFTWARE IS PROVIDED "AS IS,"; THE COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS; YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

Limitation of Liability

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, THE COMPANY SHALL IN NO EVENT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INDEMNITY OR OTHER LEGAL, CONTRACTUAL OR EQUITABLE THEORY FOR: (i) ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER OR NOT ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES; OR (ii) DAMAGES FOR LOST PROFITS OR LOST DATA; OR (iii) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES.

Hold Harmless/Indemnification

Company agrees to indemnify and hold harmless Licensee, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Company, 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, death, or any other element of any kind or nature whatsoever arising from the performance of Company, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. Company shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of Licensee, all Agencies, Districts, Special Districts and Departments of Licensee, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions

With respect to any action or claim subject to indemnification herein by Company, Company shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of Licensee, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Licensee; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Company's indemnification to Licensee as set forth herein. Company's obligation to defend, indemnify and hold harmless Licensee shall be subject to Licensee having given Company written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Company's expense, for the defense or settlement thereof. Company's obligation hereunder shall be satisfied when Company has provided to Licensee the appropriate form of dismissal relieving Licensee from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Company's obligations to indemnify and hold harmless Licensee herein from third party claims.

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

INSURANCE

a. Without limiting or diminishing the Company's obligation to indemnify or hold the Licensee harmless, Company 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 Licensee herein refers to the Licensee 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.

(1) **Worker's Compensation:**
If the Company has employees as defined by the State of California, the Company shall maintain statutory Worker's Compensation Insurance (Coverage A) as proscribed 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 Licensee of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(2) **Commercial General Liability:**
Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Company's performance of its obligations hereunder. Policy shall name the Licensee 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.

(3) **Cyber Liability:**
Company shall procure and maintain Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000

[Signature]
EccoVia Initial

[Signature]
Licensee Initial



aggregate Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Company in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Company maintains broader coverage and/or higher limits than the minimums shown above, the Licensee requires and shall be entitled to the broader coverage and/or higher limits maintained by the Company. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Licensee.

b 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 MBEST 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 Company's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions 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 Licensee, and at the election of the County's Risk Manager, Company's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the Licensee, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(3) Company shall cause Company'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 coverages set forth herein and the insurance required herein is in full force and effect. Company shall not commence operations until the Licensee has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on it's behalf shall sign the

original endorsements for each policy and the Certificate of Insurance.

(4) It is understood and agreed to by the parties hereto that the Company's insurance shall be construed as primary insurance, and the Licensee's insurance and/or deductibles and/or self-insured retentions 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the Licensee reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Company has become inadequate.

(6) Company 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 Licensee.

(8) Company agrees to notify Licensee 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.

Non-Payment and Suspension

In addition to any other rights granted to the Company herein, the Company reserves the right to suspend or terminate this Agreement and Licensee's access to the System if Licensee has not made payment with forty-five (45) days of when payment of an invoice was due (falls into arrears).

The Company reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that the Company has no obligation to retain Licensee Data or Configuration AND Licensee Data and Configuration may be irretrievably deleted if Licensee's account is ninety (90) days or more delinquent.

Non-Appropriation of Funds

The Licensee obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of Licensee funding from which payment can be made. 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 Licensee 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, Licensee shall immediately notify the Company in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

Termination

Either party may terminate this Agreement without cause upon 30 days written notice served upon the other party stating the extent and effective date of termination.


Eccovia
Initial


Licensee
Initial



The Licensee may reduce the number of licenses, effective only upon the expiration of the then current annual cycle, by notifying the Company in writing at least thirty (30) business days prior to the expiration date of the then current annual cycle.

In the event this Agreement is terminated (other than by reason of your breach), the Company will make available to Licensee a file of the Licensee Data within thirty (30) days of termination if Licensee so requests at the time of termination. Licensee agrees and acknowledges that the Company has no obligation to retain the Licensee Data, and may delete such Licensee Data, more than thirty (30) days after termination.

Any breach of your payment obligations or unauthorized use of the System will be deemed a material breach of this Agreement. The Company in its sole discretion may terminate your password, account or use of the System if you breach or otherwise fail to comply with this Agreement.

In any dispute arising out of the Company's duties and obligations under this Agreement, the Company and Licensee shall take all reasonable steps to resolve such disputes prior to the initiation of formal action. Such steps shall include, but are not limited to, written notification by either party to the other of any perceived failure to perform under this Agreement and a reasonable time period of not less than thirty (30) days, for cure. In the event a mutually acceptable resolution cannot be reached, either party may terminate this Agreement by providing thirty (30) days written notice to the other at the party's last known address.

In the event that any dispute shall require arbitration or other legal proceedings between the parties regarding this Agreement each party agrees to bear its own cost.

Access by the Company

Licensee hereby grants the Company the right to access its data solely for analytical purposes. Any such data accessed shall be de-identified or otherwise have no characteristics that can provide identification of the underlying client records.

Notices

All notices, claims, correspondence, and/or statements authorized or required of the Licensee by this Agreement shall be addressed as follows:

Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

Invoices and other financial documents:
Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, if to Company, to the address below, and if to Client, to the address indicated this Agreement, or at such other address as may hereafter be furnished in writing by

either party hereto to the other. Such notice will be deemed to have been given as of the date it is delivered, mailed or sent, whichever is earlier.

General

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. In each case this software license and Agreement shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.

This Agreement and the Exhibits attached hereto contain the complete agreement between the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous agreements or understandings, whether oral or written. The failure or delay of the Company to exercise any of its rights under this Agreement or upon any breach of this Agreement shall not be deemed a waiver of those rights or of the breach. No EccoVia or ClientTrack dealer, agent or employee is authorized to make any amendment to this Agreement unless such amendment is in writing and signed by a duly authorized representative of the Company.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect.

ClientTrack™ and other trademarks contained in the System are trademarks or registered trademarks of EccoVia, Inc. in the United States and/or other countries. Licensee may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the System. This Agreement does not authorize you to use the Company's or its licensors' names or any of their respective trademarks.


EccoVia
Initial


Licensee
Initial



IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement on the day and year written below:

Executed this 8 day of June, 2017.

EccoVia, Inc.

Signature:

Print Name:

Title:

Terry Johnson
Terry Johnson
CEO

Licensee Signature:

Print Name:

Title:

John Tavaglione
JOHN TAVAGLIONE
CHAIRMAN, BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL

BY

Neal R Kipnis
NEAL R KIPNIS

6/7/17
DATE

ATTEST:

KECIA HARPER-IHEM, Clerk

By

Kecia Harper-Ihem
DEPUTY

ET
EccoVia
Initial

JT
Licensee
Initial



Riverside County DPSS Exhibit A - Pricing Summary and Scope of Work

Recurring Licenses and Services

	Qty	Rate	Year 1	Year 2	Year 3	Year 4	Year 5
Recurring Licenses							
¹ Hosted- Concurrent User License (Beginning July, 2017 and ending June, 2018)	50.0	\$109.27	\$65,562.00	\$0.00	\$0.00	\$0.00	\$0.00
² Hosted- Concurrent User License (Beginning July, 2018 and ending June, 2019)	50.0	\$112.54	\$0.00	\$67,524.00	\$0.00	\$0.00	\$0.00
³ Hosted- Concurrent User License (Beginning July, 2019 and ending June, 2020)	50.0	\$115.91	\$0.00	\$0.00	\$69,546.00	\$0.00	\$0.00
⁴ Hosted- Concurrent User License (Beginning July, 2020 and ending June, 2021)	50.0	\$119.38	\$0.00	\$0.00	\$0.00	\$71,628.00	\$0.00
⁵ Hosted- Concurrent User License (Beginning July, 2021 and ending June, 2022)	50.0	\$122.95	\$0.00	\$0.00	\$0.00	\$0.00	\$73,770.00
Total			\$65,562.00	\$67,524.00	\$69,546.00	\$71,628.00	\$73,770.00

1 - User License fees will be billed annually, in the first month of each annual cycle (for example, for the period of July 1, 2017 through June 30, 2018, the billing will occur in July 2017).

Recurring Licenses and Services

The following descriptions include licenses and/or services that provide ongoing value with your solution.

Hosted- Concurrent User License

A Concurrent User License includes authorization for a single person to access the ClientTrack solution at a single point in time. License fees include secure and reliable hosting, software updates and maintenance, and professional support.



Exhibit B

Software as a Service (SaaS) Subscription Terms & Conditions

Services

The Company will provide, subject to the terms herein, the Licensee with a non-exclusive license to use the ClientTrack™ software application, software set forth in this Agreement (collectively, the "System"), solely for the purpose of access and execution of Licensee's subscription to the System delivered as Software as a Service over the Internet

The Company alone (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to ClientTrack™ and associated products, technology, the System and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Licensee or any other party relating to the System. This Agreement is not a sale and does not convey to Licensee any rights of ownership in or related to the System, ClientTrack™ or the Intellectual Property Rights owned by the Company.

Licensee will have access to the System for the purpose of using the System for its intended purpose and in accordance with the specifications set forth in any documentation relating to the System provided by the Company. Such use and access will be continuous on a twenty-four (24) hour basis except for interruptions by reasons of maintenance or downtime beyond the Company's reasonable control as outlined in the Service Level Agreement.

All standard features and functions of the ClientTrack Baseline application software will be available to Licensee as part of the monthly Concurrent User fees.

The Company will provide up to 10 Gigabytes (GB) of storage space on the application server for Licensee to use for storage of data necessary for use of the System. If Licensee's use exceeds the base storage space allotted, Licensee will be responsible to pay for additional data storage fee at the Company's prevailing rate; incremental fees will be calculated on the average monthly storage overage and invoiced quarterly.

Databases smaller than 1 Gigabyte can be exported through the Application's "Export Whole Database" feature. The exportation of databases larger than 1 Gigabyte must be performed by Licensor's professional staff with Licensee being charged for associated time and material.

The Company will maintain the System during the term of this Agreement. In the event System has been modified or customized, and the Company personnel performed those modifications, the Company agrees to maintain the System as modified. The cost of regular application maintenance (break/fix) is included in the Concurrent User Fees. Software support beyond regular application

maintenance may be billable to Licensee at the Company's prevailing Professional Services rates.

The Company reserves the right to modify the System from time to time; provided that Licensee may terminate this Agreement without penalty, within sixty (60) days following any such change to the System that has a material adverse effect on the functionality of the System, if the Company fails to correct the adverse effect in the sixty (60) days following Licensee's written notification to the Company of such effect.

The Company, its affiliates or subcontractors may perform some or all of the Company's duties and/or obligations hereunder.

Licensee Responsibilities

Licensee must obtain from the Company a sufficient number of valid User Access Licenses sufficient for the number of authorized Concurrent Users to use the System.

Licensee will use the System only for its internal business operations and will not permit the System to be used by or for the benefit of anyone other than Licensee.

Licensee will not have the right to re-license or sell rights to access and/or use the System or to transfer or assign rights to access or use the System, except as expressly provided herein.

Licensee may not modify, translate, reverse engineer, decompile or create derivative works based upon the System. Licensee agrees to use the System in a manner that complies with all applicable laws including intellectual property and copyright laws. The Company expressly reserves all rights not expressly granted to Licensee herein.

Licensee shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the System in any way; (ii) modify or make derivative works based upon the System; (iii) create Internet "links" to the System or "frame" or "mirror" any content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the System in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the System, or (c) copy any ideas, features, functions or graphics of the System.

Licensee shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful

computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the System or the data contained therein; or (v) attempt to gain unauthorized access to the System or its related systems or networks.

Licensee will not: (i) transmit or share identification or password codes to persons other than authorized users (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized users, or (iii) permit access to the System through a single identification or password code being made available to multiple users on a network.

Licensee will be responsible to provide, install, and maintain all workstations equipment and operating system and other software to establish and utilize a supported World Wide Web browser; as well Licensee is responsible for establishing and maintaining an Internet connection necessary to access and use the System. Licensee is responsible for all costs and fees (including, but not limited to telephone service, or other telecommunications service, computers and modems) associated with such providing user workstations and Internet services. The Company recommends a broadband Internet connection typically this is a minimum connection method/speed of a DSL Internet line. The Company does not recommend using a dial-up modem as an Internet connectivity method in the use of the System.

USE OF THE SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

As part of the registration process for the System, each Licensee user will be given a password. Licensee will be responsible for maintaining the confidentiality of any password used to access the System. Licensee will be fully responsible for any and all activities that occur under Licensee's account and passwords.

Data Ownership; Confidentiality; Loss

All data created or transmitted by Licensee and stored on the Company servers as part of using the System shall at all times be owned by Licensee.

All data pertaining to Licensee disclosed to the Company in connection with the performance of this Agreement and residing on the Company's application server will be held as confidential by the Company and will not, without the prior written consent of Licensee, be disclosed or be used for any purposes other than the performance of this Agreement. The Company will safeguard the

confidentiality of such data using the same standard of care that the Company uses for its own confidential materials. This obligation does not apply to data that: (i) is or becomes, through no act or independently developed by the Company as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Licensee. Further notwithstanding the forgoing, disclosure of data will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

Licensee acknowledges that the ClientTrack and other data on the Company's application server embodies logic, design and coding methodology that constitute valuable confidential information that is proprietary to the Company. Licensee will safeguard the right to access the System and other applications installed on the Company's application server using the same standard of care that Licensee uses for its own confidential materials.

The Company will perform a regular backup of System data on its application servers, using the same standard of care that the Company uses for its own data, but the Company shall in no event be liable to Licensee or any third party for loss, destruction or corruption of Licensee Data. Licensee agrees and acknowledges that it is in a better position to foresee and evaluate any potential damage or loss it may suffer in connection with loss of Licensee Data and that the fees payable under this Agreement have been calculated on the basis that the Company shall exclude liability as provided in this Section.

The Company specifically recommends that Licensee make use of the ClientTrack Application's "Export Whole Database" feature to ensure that the Licensee maintains a viable copy of Licensee's data

to meet Licensee's Disaster Recovery / Business Continuity requirements.

Service Levels

Licensee's workstations and the speed of their Internet connection to access and use the System.

The Company will use commercially reasonable efforts under the circumstances to remedy any interruptions, omissions, mistakes, accidents or errors in the System (hereinafter "Defects") and substantially restore the System to conform to specifications included in the current Licensee/Company contract documents and current System documentation.

Technical Support

Licensee acknowledges that, except as expressly provided in this Section, all support for the System shall be provided as defined by the Company pursuant to current Licensee/Company contract and related support documents and prevailing Company business practice. The Company shall provide support to Licensee only with respect to access and availability of the System maintained by the Company pursuant to this Agreement ("System Support"). System Support shall be available via telephone and email during the hours of 7:00 a.m. to 6:00 p.m., Mountain Time, Monday through Friday, excluding federal holidays.

System Support after the provided hours may be provided by the Company, on an emergency basis, by Company personnel made available during these hours. Additional support fees may apply.

Licensee acknowledges that issues outside the normal scope of the Company's standard technical support may be billable to the Licensee as professional services at the Company's prevailing professional services time and material rates; however, the Company will not perform nor bill for

such services without prior approval in writing by the Licensee.

Limitation of Damages

The Company exercises no control over and accepts no responsibility for the content of the information passing through the System. The Company specifically denies any responsibility for the accuracy or quality of information obtained through the System. Use of any information obtained via System is at Licensee's own risk.

EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL EITHER PARTY OR ANY OF THE COMPANY SUPPLIERS OR LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST REVENUE OR LOST DATA), NOR SHALL THE COMPANY'S SUPPLIERS OR LICENSORS BE LIABLE FOR DIRECT DAMAGES TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Force Majeure

The Company shall not be deemed to be in default of any provision of this Agreement or be liable for any delay or failure in performance due to Force Majeure, which shall include without limitation acts of God, earthquake, weather conditions, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or missions of vendors or suppliers, equipment failures, transportation difficulties, malicious or criminal acts of third parties, or other occurrences which



ECCOVIA MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") with an effective date of 7/1/2017 ("Effective Date") is entered into by and between EccoVia, Inc., (the "Company"), a Utah corporation, having a principal place of business at 545 East 4500 South, Suite E260, Salt Lake City, UT 84107 and the County of Riverside ("Client"), having a principal place of business at 4060 County Circle Drive Riverside, CA 92503; and sets forth the terms and conditions of this Agreement.

1. Services.

1.1 **Services.** Subject to the terms and conditions of this Agreement, during the term of this Agreement, Company shall provide to Client the services described in the Professional Service Order(s) attached to and made a part of this Agreement (the "Services") Fromtime to time, the parties may add new Professional Service Orders, which, upon execution by both parties, will be subject to the terms and conditions of this Agreement. Services may include custom configuration in association with ClientTrack™ software as a service (SaaS) or self-hosted server-based software; integration and interface development, implementation services, advanced support services; training, change management and project management as well as other professional service staff augmentation options.

1.2 **Ownership and License.** All materials developed by Company or its third party consultants or contractors in connection with the performance of the Services ("Work Product") will be the sole property of the Company. The Company hereby reserves all rights not expressly granted herein Client shall reproduce and shall not obliterate or remove the Company's intellectual property notices contained in the WorkProduct.

1.3 Client and Company have previously entered into the Software as a Service (SaaS) Subscription Agreement dated 7/1/2017 ("SaaS Agreement"). Work Product delivered hereunder shall be licensed to Client pursuant to, and Client's use of such Work Product shall be subject to, the terms and conditions of the SaaS Agreement. Where there are conflicts of terms between the SaaS Agreement and the Master Services Agreement, the terms in the SaaS Agreement shall take precedence.

1.4 Notwithstanding the foregoing, for any materials designated as "Third Party Materials" in a Professional Service Order, the parties acknowledge that such materials will be necessary for Client to use the

Work Product, and Client will be solely responsible for obtaining necessary licenses to ClientTrack™ or ThirdParty Materials.

2. Fees and Billing.

2.1 **Fees.** Client shall pay all fees due according to each Professional Service Order.

2.2 Total payments under this agreement shall not exceed \$25,000 annually.

2.3 **Billing and Payment Terms.** Unless otherwise indicated in the applicable Professional Service Order, Company shall invoice Client monthly in arrears for fees for all Services, and payment of fees will be due within 45 days after the date of invoice. Otherwise the specific Professional Service Order will indicate payment terms. All payments must be made in U.S. dollars.

2.4 **Taxes.** All payments required by this Agreement exclude all sales, value-added, use, on other taxes and obligations, all of which Client will be responsible for and will pay in full, except for taxes based on the Company's net income. Sales and or Use Tax Exemption certificates must be presented prior to the commencement of the Services to be valid.

2.5 **Non-Appropriation of Funds.** The Client obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of Client funding from which payment can be made. 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 Client 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, Client shall immediately notify the Company in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

3. Confidential Information.

3.1 **Confidential Information.** Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, clients, technology, and products, including the terms and conditions of this Agreement ("Confidential Information"). Confidential Information will include, but not be limited to, each party's proprietary software and Client information. Unless otherwise authorized by the other party in writing, neither party shall use, in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and shall take

Client Initial *AV* Eccovia Initial *JT*

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reasonable precautions to protect the confidentiality of such information.

3.2 **Exceptions.** Information will not be deemed Confidential Information if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.

4. **Representations and Warranties.**

4.1 **Warranties by Client.**

(a) **Client's Business.** Client represents and warrants that Client's services, products, materials, data, and information used by Client in connection with this Agreement as well as Client's and its permitted Clients' and users' use of Services ("Client's Business") does not as of the Effective Date, and will not during the term of this Agreement operate in any manner that would violate any applicable law or regulation.

(b) **Breach of Warranties.** In the event of any breach, or reasonably anticipated breach, of any of Client's warranties herein, in addition to any other remedies available at law or in equity, Company will have the right to immediately, in Company's sole discretion, suspend any related Services if deemed reasonably necessary by Company to prevent any harm to Company or its business.

5. **Warranties and Disclaimers by Company.** Company warrants that the deliverables will operate substantially in accordance with the scope defined in each applicable Professional Service Order. This warranty is void if failure of the software has resulted from accident, abuse, or misapplication.

5.1 **Exclusions.** COMPANY WILL NOT BE LIABLE TO CLIENT FOR ANY LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, OR INTERRUPTION OF CLIENT'S BUSINESS, EVEN IF ECCOVIA, INC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

5.2 **Basis of the Bargain; Failure of Essential Purpose.** Client acknowledges that Company has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties

and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

6. **Indemnification/Insurance**

6.1 **Company's Indemnification of Client.** Company agrees to indemnify and hold harmless Client, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Company, 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, death, or any other element of any kind or nature whatsoever arising from the performance of Company, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. Company shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of Client, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Company, Company shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of Client, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Client; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Company's indemnification to Client as set forth herein. Company's obligation to defend, indemnify and hold harmless Client shall be subject to Client having given Company written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Company's expense, for the defense or settlement thereof. Company's obligation hereunder shall be satisfied when Company has provided to Client the appropriate form of dismissal relieving Client from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Company's obligations to indemnify and hold harmless Client herein from third party claims.

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

Client Initial

Eccovia Initial



1.4, 2, 4, 5, 6, 8.3, 8.4, and 9.

9 Miscellaneous Provisions.

9.1 Force Majeure. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, flood, embargo, riot, sabotage, terrorist incidents, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

9.2 Marketing. Client acknowledges that Company may refer to Client by trade name and trademark, and may briefly describe Client's Business, in Company's marketing materials and web site. Client hereby grants Company a license to use any Client trade names and trademarks solely in connection with the rights granted to Company pursuant to this Section 8.2.

9.3 Government Regulations. Client shall not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Client operates or does business.

9.4 Non-Solicitation. During the period beginning on the Effective Date and ending on the first anniversary of the termination or expiration of this Agreement in accordance with its terms, Client shall not, and shall ensure that its affiliates do not, directly or indirectly, solicit or attempt to solicit for employment any person employed by Company during such period.

9.5 Governing Law; Dispute Resolution, Severability; Waiver. 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.

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.

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.

9.6 Assignment. Client may not assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of Company, except that Client may assign this Agreement in whole or part as a result of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Any attempted assignment or delegation without such consent will be void. Company may assign this Agreement in whole or part. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

9.7 Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, if to Company, to the address below, and if to Client, to the address indicated this Agreement, or at such other address as may hereafter be furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of the date it is delivered, mailed or sent, whichever is earlier.


All notices, claims, correspondence, and/or statements authorized or required of the Client by this Agreement shall be addressed as follows:

Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

Invoices and other financial documents:
Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

9.8 Relationship of Parties. Company and Client are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Company and Client. Neither Company nor Client will have the power to bind the other for

Client Initial 

Eccovia Initial 



incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

9.9 Entire Agreement; Counterparts. This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject

Client's and Company's authorized representatives have executed this Agreement below to indicate their assent to its terms:

Client

Signature:

Print Name:

Title:

[Handwritten Signature]
JOHN TAVAGLIONE
CHAIRMAN, BOARD OF SUPERVISORS

EccoVia, Inc. ("Company")

Signature:

Print Name:

Title:

[Handwritten Signature]
Terry Johnson
CFO

FORM APPROVED COUNTY COUNSEL

BY:

NEAL R. KIPNIS

DATE

[Handwritten Signature] 7/17

ATTEST:

KECIA HARPER-IHEM, Clerk

By:

DEPUTY

[Handwritten Signature]

Client Initial

JT

Eccovia Initial

[Handwritten Signature]