

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



ITEM
3.15
(ID # 10552)

MEETING DATE:

Tuesday, October 1, 2019

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approve the Work Order with Telesoft LLC, to Provide Supplementary Support Services for the Software Application Upgrade, Migration, and Configuration of Proprietary Telephone Invoicing/Inventory Management Software and Authorize the Purchasing Agent to Sign the Work Order and Issue a Purchase Order Against the Same, All Districts. [\$46,000 total one-time purchase - RCIT Budget - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Work Order with Telesoft LLC to provide supplementary support services for the software application upgrade, migration, and configuration of proprietary telephone invoicing/inventory management software and authorize the Purchasing Agent to issue a purchase order against said work order for a one-time purchase of \$46,000.

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Perez and Hewitt
Nays: None
Absent: Spiegel
Date: October 1, 2019
xc: RCIT

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 46,000	\$ 0	\$ 46,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RCIT Budget -100%			Budget Adjustment:	No
			For Fiscal Year:	19/20

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This request is for the Board to approve a limited Work Order with Telesoft LLC for additional support services for the software application upgrade, server migration and configuration of proprietary telephone inventory/billing management software. These services would supplement the software subscription and maintenance services that were procured pursuant to the Board's authorization on May 23, 2017 (item no. 3.35).

The Telesoft telephone infrastructure inventory management and billing system has supported the County's telephone operations since 1998 and continues to provide RCIT with a stable telephone environment.

The Telesoft system is the repository for all existing telephone infrastructure equipment, phone lines and data circuits supporting the current Voice over Internet Protocol (VoIP) telephone system in place today. It will also support the inventory and billing of cell phones for RCIT managed departments. The system is used to track all phone lines, data circuits, public network usages and performs billing for that use.

The Telesoft Corporation is the sole provider of Telesoft system maintenance services; there are no distributors authorized to provide the software maintenance. Only Telesoft products and modules can be installed in the Telesoft environment. To convert to another telephone asset, inventory and billing system would result in significant cost increases related to development and implementation of a new system.

Impact on Residents and Businesses

There is no negative impact on residents or businesses within the County of Riverside.

Additional Fiscal Information

Description:	FY 19/20	Total
One-time Costs:		
Migration and configuration of Telesoft's Proprietary Software.	\$ 46,000	\$ 46,000
Ongoing Costs:	\$ 0	\$ 0

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Total Costs	\$ 46,000	\$ 46,000
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Contract History and Price Reasonableness

As stated above, the proposed Work Order is for services related to a purchase order that was issued to Telesoft LLC, pursuant to the Board's authorization granted on May 23, 2017. The County currently pays \$45,240 for an annual subscription, maintenance and support services with Telesoft.

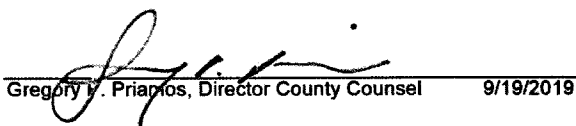
Telesoft is the sole manufacturer and distributor of their product and services. Pricing provided for the server migration of this proprietary software is comparable to other customers serviced by Telesoft.

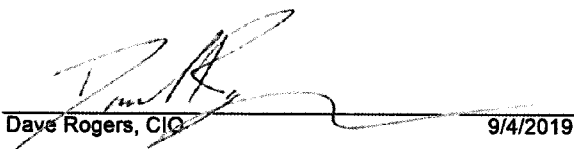
County Counsel has approved the Work Order as to form.

ATTACHMENTS:

1. Telesoft dba MDSL Professional Services Work Order.


Teresa Summers, Director of Purchasing 9/18/2019


Gregory V. Priamos, Director County Counsel 9/19/2019


Dave Rogers, CIO 9/4/2019

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

mdsl

County of Riverside

Professional Services Work Order
September 12, 2019

OCT 01 2019

3.15

This document (hereafter, this "Work Order"), effective July 29, 2019 and any subsequent Amendments sets forth, among other things, the work to be performed, the timeframe for the project, and the compensation to be paid by County of Riverside ("County") as set forth on the Signature Page hereto to Telesoft LLC dba MDSL ("MDSL").

If any term or provision of this Work Order is held to be illegal or unenforceable, the validity and/or enforceability of the remainder of this Work Order shall not be affected.

Professional Services: Server Migration and Database Conversion

Overview:

County is moving the application and modules to a new server environment.

Services to be Provided

Subject to the terms and conditions of this Work Order:

MDSL's Support Analyst will need to migrate the applications' new environment. All vendor feeds and costing conversions will be included in this move. The upgrade entails:

1. An assessment of the current environment, processes and tools used for the MDSL application.
2. Development review of the current processes or tools that may need to be converted due to a server platform change. (Additional fees may be incurred based on development level of effort to convert the process or tool).
3. MDSL validates the new server meets the minimum environmental requirements.
4. MDSL validates a copy of the TelMaster folder is created on the new server.
5. MDSL validates the new server has connectivity to the database, polling units, PBX's and other data sources.
6. MDSL installs the application and makes necessary configuration changes due to platform change.
7. On go live day, MDSL will configure all data inputs and out puts to use the new server configuration.
8. MDSL validates the environment with the County. (e.g., costing, vendor feeds, HR updates, FTP processes and/or any additional MDSL processes).
9. Four hours of remote training are included

Server Migration Upgrade Checklist

Project Kickoff	County/MDSL
Establish UAT Date	County/MDSL
Establish Pre-UAT Remote Training Date	County/MDSL

Provide Hardware/Software Requirements to County	MDSL
Provide all necessary privileges and access to MDSL to perform their duties (this may include temporary elevated privileges)	County
Audit Current MDSL Application Environment at County (Ticket Created)	MDSL
Convert Shell Scripts (if required)	MDSL
Convert Costing (if required)	MDSL
Feeds	MDSL
Costing	MDSL
Changes	MDSL
Custom Work	MDSL
Application Changes	MDSL
Provision Database and Application Servers	County
Virtualized - No Ballooning	County
Provide Servers Access to MDSL	County
AIX NOT Encouraged	
Windows (Admin Rights)	County
Provide method for MDSL to provide update files to County Environment	County
~2-4 GB ZIP file	
Provide destination to receive data	County
Provide FTP connectivity for various data sources, including CDR or others.	MDSL
Validate new server meets minimum environmental requirements	MDSL
Install all binary required to run the MDSL application	MDSL
Provide New Database Environment to MDSL (2 new instances in Test and Prod environments)	County
Copy the entire TelMaster directory from current Production to new test environment.	County
Database migration (2 databases – reporting and transactional per MDSL requirements)	County
Provide credentials, server access	County
DML/DDL permissions with the ability for MDSL to create, add, modify table data, tables and data types	County
Database password linked to the Database user/schema or Database Name that does not expire. County can make the password lengthy, but not use any special characters such as single/double quotes or parenthesis, etc. Outside of that, they can use a 15-character password with random letters, number, cases, etc.	County
Transfer Files	MDSL
Install Application	MDSL
Revise DB schema to match application version	MDSL
Install Reporting	MDSL
Costing/Collection Process Modifications in Production	MDSL

Make necessary configuration changes (to reintegrate the product and database) to Test and Production Environments due to Platform Changes	MDSL
Re-point any external integrations	County
Testing/QA/UAT - MDSL will respond to any tickets created as a result of County UAT Testing	
Pre-UAT Remote Training	County/MDSL
UAT	County/MDSL
To validate the upgrade/migration, County should test their daily, weekly and monthly processes to avoid possible issues when running the first time after upgrade/migration	County
Verify billing process and support	County
Upgrade thoroughly tested in Test/Dev Environment	County
Test UAT Accepted	County
Establish Production Upgrade Date	County/MDSL
Create County and MDSL Production Run Book	County/MDSL

Database Conversion Services to be Provided

Subject to the terms and conditions of this Work Order, MDSL will facilitate the following :	MDSL will utilize an embedded ETL process on the dev/test application to establish connections to both the Oracle and SQL databases and perform the conversion.

Requester:

Debbie Zellner

Project Risks and Assumptions:

It is assumed that the customer will provide a new, empty SQL Server database with all DDL and DML permissions enabled. They must also ensure connectivity from their dev/test application server to both the existing, Oracle database and this new SQL instance.

Proposed Timeline:

TBD

County Responsibilities

County acknowledges and agrees to these responsibilities:

County agrees that any changes to the Scope of Work after Acceptance of the original business requirements and signed Professional Services proposal Request will constitute additional "out of scope" work. Services other than those expressly identified herein require a new proposal.

County agrees that any changes or modifications to the scope or tasks associated with this project will require joint County/MDSL approval in writing. Changes may extend the duration of the engagement and/or require additional resources, resulting in additional cost to County.

County agrees that MDSL will not be responsible for missed deadlines due to items not in the control of MDSL that delay the project. This includes, but is not limited to, availability of County resources, equipment, data, and infrastructure provider services.

Fees \$46,000
Payment Terms County will be invoiced fifty percent (50%) of the proposal at contract execution and fifty percent (50%) at completion.
Please indicate whether the existing P.O. will be modified to reflect this Proposal Request or if a new P.O. will be issued, by providing the P.O. number.

Use a New P.O. #


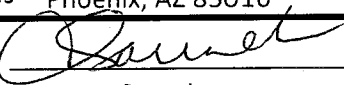
Payment of the relevant invoice shall be subject to the payment terms set forth in this document including, where applicable, late payment and additional expense charges.

Work Order Expiration: County agrees to utilize the Services within 90 days of the fully executed Work Order or issuance of a Purchase Order, unless other arrangements are made by signed amendment to this Work Order; otherwise the Work Order will automatically expire, allowing MDSL to recognize the Services as complete. Fees paid by County for Services not utilize will be non-refundable.

Invoicing Procedures Unless otherwise instructed by County in writing, MDSL shall send all invoices to:
Riverside County of Information Technology (RCIT)
Attn: Debbie Zellner
3450 14th Street
Riverside, CA 92507

County General Conditions This Work Order and any related Purchase Order(s) are subject to and governed by the County of Riverside's General Conditions for Product-Personal/Professional Services, attached to this Work Order as Exhibit A.

IN WITNESS WHEREOF, the County and MDSL have reviewed and agree to all of the terms and conditions of this Work Order. By signing the Work Order or issuing a Purchase Order against this Work Order, County expressly agrees to and consents to be bound by all assumptions as true in all material respects and the terms and conditions contained herein.

Office Address for contact and notice purposes	3450 14 th Street Riverside, CA 92501	Office Address for contact and notice purposes	5343 North 16 th Street Suite 300 Phoenix, AZ 85016
Signature:		Signature:	
Name:	Richard R. Hai	Name:	Tamara Saunders
Title:	Sr. Procurement Contract Specialist	Title:	CFO
Effective Date:		Effective Date:	9/10/19

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel


By: 
Susanna Oh,
Deputy County Counsel

Exhibit A
COUNTY OF RIVERSIDE GENERAL CONDITIONS
PRODUCT- PERSONAL/PROFESSIONAL SERVICES

1.0 General - The materials or services set forth in this bid/agreement shall be furnished by CONTRACTOR subject to all the terms and conditions listed herein which CONTRACTOR in accepting an order agrees to be bound by and to comply with in all particulars. No other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or the beginning of performance of all or any portion of the services herein shall constitute unqualified acceptance of all these terms and conditions.

2.0 Terms - Seller - As used in this Article, the word 'CONTRACTOR' includes Seller and related sub-suppliers/contractors at any level or tier.

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

4. Alteration or Changes to the Agreement

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

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

5. Termination

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

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress 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 and at the rates agreed upon.

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 CONTRACTOR is debarred from the System for Award Management (SAM). If the agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of the 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 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

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

10. Subcontract for Work or Services

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

11. Disputes

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

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

12. Licensing and Permits

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

13. Use By Other Political Entities

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

14. Non-Discrimination

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

15. Records and Documents

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

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, 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

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.

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

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 (ONLY TO BE INCLUDED IN CONTRACTS WITH SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO ENGINEERS, DOCTORS, AND LAWYERS). 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.