

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



ITEM: 3.50
(ID # 14029)

MEETING DATE:

Tuesday, December 15, 2020

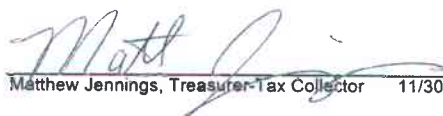
FROM: TREASURER-TAX COLLECTOR AND Assessor-County Clerk-Recorder:

SUBJECT: TREASURER-TAX COLLECTOR AND ASSESSOR-COUNTY CLERK-RECORDER: Ratify and Approve the First Amended and Restated Professional Services Agreement with Sonant Corporation for Interactive Voice Response System and Interactive Web Response System Product Maintenance and Support Services, All Districts. [Total Cost \$213,417; up to \$21,342 in additional compensation - 44% Assessor-Clerk Recorder Budget, 56% Treasurer-Tax Collector Budget Year 1; 100% Treasurer-Tax Collector Department Budget years 2-3]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the First Amended and Restated Professional Services Agreement with Sonant Corporation for Interactive Voice Response System and Interactive Web Response System Product Maintenance and Support Services without seeking competitive bids for a total amount of \$213,417 from May 22, 2012 through December 31, 2023; and authorize the Chairman of the Board to sign the Agreement on behalf of the County
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel, to: (a) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the contract.
3. Direct the Clerk of the Board to return two (2) executed copies of the Amended and Restated Agreement to the Treasurer-Tax Collector's Office.

ACTION: Policy


Matthew Jennings, Treasurer-Tax Collector 11/30/2020


Kan Wang, Assistant Assessor-County Clerk-Recorder 12/1/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 15, 2020
xc: Treasurer, ACR

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$39,479	\$72,597	\$213,417	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 56% Treasurer-Tax Collector's Budget, 44% Assessor-Clerk Recorder's Budget Year 1; 100% Treasurer-Tax Collector's Budget Years 2-3			Budget Adjustment: No	
			For Fiscal Year: 20/21-23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside County Purchasing and Fleet Services, on behalf of the Assessor-Clerk Recorder and Treasurer-Tax Collector, issued RFP #ASARC00010 for Interactive Voice Response and Interactive Web Response systems for automated property tax information and payments in 2006. The project was awarded to Sonant Corporation based on approval by the Board of Supervisors on May 22, 2007 on Agenda # 3.6a. Approval was also granted by the Board of Supervisors to the Purchasing Agent to renew the maintenance contract for four (4) years following the first year of implementation. Amendment No. 2 to the Agreement was approved by the Board of Supervisors on October 16, 2012 for authorization to renew the maintenance and support without seeking competitive bids for an additional four (4) years, effective January 1, 2013. Amendment No. 3 to the Agreement was approved by the Board of Supervisors on December 12, 2017 for Interactive Voice Response System and Interactive Web Response System Product Maintenance and Support without seeking competitive bids for three (3) years. Effective January 1, 2018.

Ongoing support and maintenance are necessary to ensure the system is operational and allows the public 7 days a week, 24 hours a day access to property tax information and enables them to make electronic payments by credit/debit card or electronic check. In addition, the County continually identifies enhancements for the system which better serves the public by providing increased access to information and self-service options. As a cost savings result, the County will see a reduction in the need of talk time to a County agent or a visit to a County office by the Public. Additional licenses are also necessary when the County has the need to add phone agents. This system has become especially critical during the Covid-19 pandemic as staff were unable to meet with taxpayers in person. Over the last several months we have added additional seats to be able to accommodate the increase in phone traffic.

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The current IVR system has faced several challenges due to the implementation of our new property tax system, Aumentum Technologies. While the vendor has worked extensively with us to adapt the current IVR system to work within the confines of our new system, our intent is to go out for RFP prior to the conclusion of this contract. This way we can develop an accurate scope of services and garner responses that demonstrate the technological advancements that will cohesively work with Aumentum Technologies. Until that time, this amendment is critical to ensure uninterrupted vital services to the public.

Prev. Agn. Ref: 05/22/07 3.6a; 10/16/2012 3.14; 12/12/17 3.53

Impact on Residents and Businesses

Services are provided to all citizens throughout the County to assist with questions and information regarding property taxes.

Contract History and Price Reasonableness

On May 22, 2007 (3.6a) The Board of Supervisors approved the Contract with Sonant Corporation for Interactive Voice Response System and Interactive Web Response System.

On October 16, 2012 (3.14) The Board of Supervisors approved Amendment No. 2 for the Agreement with Sonant Corporation for Interactive Voice Response Systems and Interactive Web Response System Product Maintenance and Support without securing competitive bids.

On December 12, 2017 (3.53) The Board of Supervisors approved the Amendment to the Agreement with Sonant Corporation for Interactive Voice Response System and Interactive Web Response System Product Maintenance and Support without seeking competitive bids for three years.

ATTACHMENTS:

ATTACHMENT A: First Amended and Restated Professional Services Agreement between County of Riverside and Sonant Corporation

ATTACHMENT B: Exhibit A Sonant Quote #2020-11-05

ATTACHMENT C: Exhibit B Sonant Enhanced System Service Agreement # 220323-01

ATTACHMENT D: Approved Sole Source Letter

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Susanna Hincley, Assistant Director of Purchasing and Fleet Service 12/4/2020


Stephanie Pelt, Principal Management Analyst 12/6/2020


Gregory F. Priamos, Director County Counsel 12/4/2020

**FIRST AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT**

for

**INTERACTIVE VOICE RESPONSE SYSTEM AND INTERACTIVE WEB RESPONSE SYSTEM
PRODUCT MAINTENANCE AND SUPPORT SERVICES**

between

COUNTY OF RIVERSIDE

and

SONANT CORPORATION



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This First Amended and Restated Agreement, made and entered into this 24th day of November, 2020, by and between SONANT CORPORATION, a California corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

RECITALS

WHEREAS, COUNTY and CONTRACTOR first entered into that certain Professional Services Agreement for Interactive Voice Response System and Interactive Web Response System Product Maintenance and Support Services, effective approved May 22, 2007 (the "Original Agreement");

WHEREAS, while the parties intended to renew the term of the Original Agreement, the parties had only renewed the Enhanced System Service Maintenance and Support Agreement only; and

WHEREAS, the parties now desire to enter into this FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT to extend the period of performance, and increase the annual maximum contract amount.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide support and maintenance services per Exhibit B, the Enhanced System Service Maintenance and Support Agreement, which is incorporated herein by this reference, for all equipment listed on the System Equipment List, at the prices stated in Exhibit A, Sonant Quote # 2020-11-05, and in Exhibit B.

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

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

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

2. Period of Performance

2.1 This Agreement shall be effective May 22, 2012 and continues in effect through December 31, 2023, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B. Maximum payments by COUNTY to CONTRACTOR shall not exceed seventy-eight thousand, nine hundred fifty-eight dollars (\$78,958) for calendar year 2021; sixty-six thousand two-hundred thirty-six thousand dollars (\$66,236) for calendar year 2022; and sixty-eight thousand two-hundred twenty-three dollars (\$68,223) for calendar year 2023, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 Payment of the annual fee to CONTRACTOR for support per Exhibit B of this document, shall be made by the start date of the term of support, all other invoices are Net 30 days.

For this Agreement, send the invoices via email to:

DDTaylor@rivco.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (TTARC-2045-002-12/20); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

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

4. Alteration or Changes to the Agreement

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

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

5. Termination

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

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

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

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

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

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

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

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

6. Ownership/Use of Contract Materials and Products

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

7. Conduct of Contractor

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

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

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

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to

be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

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

9. Independent Contractor/Employment Eligibility

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

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

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

9.4 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

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

10. Subcontract for Work or Services

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

11. Disputes

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

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation

session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

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

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. 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 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 for any legally authorized audit. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

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

17. Administration/Contract Liaison

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

18. Notices

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

COUNTY OF RIVERSIDE

Treasurer – Tax Collector
4080 Lemon St., 4th Floor
Riverside, CA 92501
DDTaylor@rivco.org

CONTRACTOR

Sonant Corporation
6215 Ferris Square, Suite 200
San Diego, CA 92121

19. Force Majeure

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

20. EDD Reporting Requirements

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

21. Hold Harmless/Indemnification

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

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

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

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

22. Insurance

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

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

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

D. General Insurance Provisions - All lines:

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

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

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

evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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

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

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

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

23. General

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: 
V. Manuel Perez, Chairman
Board of Supervisors

Dated: DEC 15 2020

SONANT CORPORATION, a California corporation

By: 
David Smiljkovich
Chief Financial Officer

Dated: 11/24/2020

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Susanna Oh
Deputy County Counsel

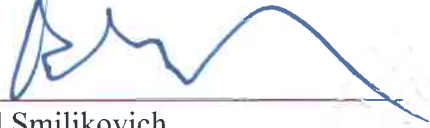
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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

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

SONANT CORPORATION, a California corporation

By: _____
V. Manuel Perez, Chairman
Board of Supervisors

By:  _____
David Smiljkovich
Chief Financial Officer

Dated: _____

Dated: 11-24-2020

ATTEST:
Kecia Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh
Deputy County Counsel



Sonant Corporation
6215 Ferris Square, Suite 220
San Diego, CA 92121
Phone: (858) 623-8180, Fax (858) 623-8190

November 5, 2020 – Revised to correct dates high-lighted below

Desiree Taylor
County of Riverside
Treasurer-Tax Collector's Office
4080 Lemon Street
Riverside, CA 92501

Subject: Renewal of Maintenance and Support Services for the County of Riverside Treasurer-Tax Collector and Assessor-Clerk-Recorder's ClientCall™ CVS System

Dear Desiree:

Per your recent request for a quote for a 3-year support contract spanning 1/1/2021 through 12/31/2023, and that *does not include* support for the Assessor-Clerk-Recorder starting 1/1/2022, below is our proposed pricing:

Term:	Description	Annual Fee*	Notes
1/1/2021 – 12/31/2021	Enhanced System Service for both TTC and ACR and DnT systems	\$78,958	
1/1/2022 – 12/31/2022	Enhanced System Service for TTC and DnT system only	\$66,236	A change in the annual fee due to an order for a system enhancement, or due to a system configuration change, may also apply.
1/1/2023 – 12/31/2023	Enhanced System Service for TTC and DnT system only	\$68,223	A change in the annual fee due to an order for a system enhancement, or due to a system configuration change, may also apply.

The above quote assumes that your organization will be amending the original Riverside County agreement dated 5/22/2007 and its amendments in order to extend your support coverage for another 3 years, and that Sonant agrees to the terms of the amendment. Please send Sonant your maintenance renewal documents for our review and approval. Sonant needs to receive the completely executed renewal documents *prior* to the expiration of the current term of service on 12/31/2020. In addition, Sonant must also receive the payment of the 2021 annual fee for support by 12/31/2020. Should Sonant not receive the completely executed documents for renewal of support and payment of the annual fee by the expiration date, a "break in service" will occur and you *may* be subject to additional costs to reinstate support.

Sonant Corporation looks forward to providing you with the highest quality support. If you have any questions, please contact me at (858) 864-1451, or Shannon at (858) 864-1459. We may also be contacted via e-mail at rrowdon@sonant.com, or sroux-pitts@sonant.com.

Sincerely,

Reg Rawdon
Director, Customer Service

CC: Irene Maese

Exhibit B Sonant Corporation

PRODUCT MAINTENANCE AND SUPPORT AGREEMENT

ENHANCED SYSTEM SERVICE

Customer Name: The County of Riverside, on behalf of its Treasurer-Tax Collector and Assessor-Clerk Recorder.	Sonant Support Agreement No. <u>220323-01</u>
Address: 4080 Lemon Street	Start Date: <u>1/1/2021</u>
City/State/Zip: Riverside, CA 92501	End Date: <u>1/31/2021</u>
Contact/Telephone: Desiree Taylor,	<i>*Two options to renew.</i>
Authorized Customer Technical Contacts:	<i>**11/2020 Requested Riverside Revision on Page 6, Section XIII</i>
1. _____	
2. _____	
3. _____	

This Product Maintenance and Support Agreement ("Agreement") will constitute the terms and conditions under which Sonant Corporation ("Sonant") will provide software and equipment maintenance and support services (collectively referred to as "Services") to the above stated party ("Customer") for the software and equipment identified on Exhibit A attached hereto (the "Equipment").

I. TERM AND TERMINATION:

The initial Term of this Agreement is for one (1) year. This Agreement shall commence on the "Start Date" shown above and shall remain in effect through the End Date shown above. This Agreement may be extended for additional one (1) year periods by mutual written agreement of the parties.

After the first year of Service, this Agreement may be terminated either (i) by Customer upon thirty (30) days' written notice to Sonant, (ii) by Sonant upon sixty days' written notice to Customer, or (iii) by either party upon a default of the other party, such default remaining uncured for thirty (30) days from the date of written notice from the non-defaulting party to the other specifying such default, or (iv) upon the bankruptcy or insolvency of Sonant.

II. PAYMENT:

As consideration for the Services, Customer shall pay Sonant an annual fee of \$78,958.00 on or before the Start Date hereof and on the anniversary date for each subsequent renewal term. The payment terms for all other payments hereunder shall be Net 30 days from date of invoice.

III. AVAILABILITY OF SERVICES:

The Services to be provided by Sonant to Customer under this Agreement are available as follows:

- | | |
|----------------------------|---|
| Technical support hotline: | Coverage is provided 24 hours a day and seven days a week. The hotline is staffed by a specialist from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding Sonant standard holidays as published annually. Customers will be provided additional access information for after hours support. This access information will allow the Customer to contact Sonant personnel when the technical support hotline is not staffed. The on-call Sonant specialist will receive a page and retrieve the caller's information from Sonant's voice-mail system. The Sonant specialist will then contact the Customer by telephone. |
| Response Time: | Sonant will make best efforts to acknowledge or reply to all requests for Services within 30 minutes of each request by Customer. Such response shall be provided during the time the technical support hotline is staffed. Outside of hotline staffing hours, a voice mail message can be left and will typically be responded to within one hour. |
| Initiation of Services: | All Services requested by Customer are to be requested through Sonant's technical support hotline: 1-800-364-5171 . Press "3" at the prompt in the greeting message to be connected with Customer Support. The technical support representative will log the call into the Sonant technical support system, and gather additional information about the reported problem. |
| On-site Services: | On-site software support or maintenance Services shall be provided by Sonant under this Enhanced System Service Agreement only in the event that remote diagnostic efforts cannot resolve the designated problem. |

IV. MAINTENANCE AND SUPPORT SERVICES:

During the Term hereof, Sonant will (i) maintain the Equipment identified on Exhibit A, attached hereto and made a part hereof by this reference, in good working order and will make all necessary repairs and adjustments, (ii) cause the software identified on Exhibit A hereto (the "Software") to operate according to the published specifications and without error and (iii) make available one copy of any updated release of the Software, or part thereof, to Customer without charge, which Customer may substitute for a prior release. Sonant Support Staff will either assist the customer by phone with installation, or remotely perform the installation of new releases of software. In addition, Sonant will provide bulletins describing new releases, maintenance releases, temporary problem resolutions and circumventions, support level changes and other information with respect to the Software, which updated releases Customer may obtain at no additional cost, except for Sonant's then-applicable mailing and media charges.

During the initial call from the Customer, Sonant will gather information and attempt to isolate a reported problem to a hardware or software failure. For hardware failures, it will be isolated to a Field Replaceable Unit (FRU). Any failed hardware will be replaced by Sonant in advance of receiving the Customer's defective hardware. Subject to availability of hardware and diagnosis of the problem, calls received by 2:00 p.m. Pacific Time will have hardware shipped the same day by overnight priority service (for arrival the next morning). For calls received after 2:00 p.m., the hardware replacement will be shipped the next business day.

Sonant Corporation

6215 Ferris Square, Suite 220, San Diego, CA 92121

Rev. 12/3/2012

Enhanced System Service 121203.doc

The Customer will be provided with a Return Material Authorization (RMA) number when replacement of the Customer's hardware is necessary. The Customer agrees to return, at their expense, the replaced hardware within thirty (30) calendar days in order to avoid being invoiced at full purchase price for the FRU. The Customer agrees to pay a restocking fee of 15% of the full purchase price if FRU is returned after the 30 day period. If Customer has paid full purchase price, Sonant will issue a credit of 85% of the purchase price upon receipt of FRU. Customer may contact Sonant after the FRU arrives for technical assistance and/or verify resolution of the reported problem. Sonant will supply, at no additional cost, all replacement parts necessary to ensure proper functioning of the hardware. Replacements will be new or reconditioned to meet new specifications. All replacement parts will become the property of the Customer while all replaced parts will become the property of Sonant.

In the event that the shipped replacement parts do not resolve the reported failure within two (2) working days from the initial time of fault report, a specialist will be dispatched with additional spare hardware to the Customer site on the next working day.

For Software problems, Sonant will determine if the reported problem is a Software Defect, defined as Software that does not conform to current Sonant specifications or product documentation. Software Defects will be corrected using a variety of methods including but not limited to an operational "work-around", software "patch", or upgrade to a newer version of the Software. The Software Defect correction method will be determined by Sonant. All Software Defects will be written up by the Sonant representative and submitted to Sonant engineering for correction in the next regularly scheduled Software release. For reported problems that are determined not to be a Software Defect, such as a need for a new or modified feature of the Software, Sonant will make a reasonable effort to provide an interim operational work-around to the Customer. Changes to the Software that are required due to changes in other devices not supplied by Sonant and connected to the Equipment are not Software Defects and are not covered under this Agreement. Reported Software problems that are resolved at the Customer's site at the Customer's request and are not due to Sonant Software Defects will be billed to the Customer at Sonant's published Time and Material (T&M) rates plus travel expenses which include an 10% burden (abated G&A rate). As an example, problems in the Software that arise due to changes made by the Customer to the Software or changes in the Customer's host computer or telephone system would normally be billable.

V. SPECIAL TERMS AND LIMITATIONS:

The following special terms and limitations for the maintenance and support are agreed upon by the parties:

1. The eligibility of the Customer's system(s) for this Enhanced System Service will be established by Sonant. Among other things, in order to be eligible for this Enhanced System Service the Customer's system(s) must be equipped with a remote secure VPN internet access.
2. Sonant reserves the right to define the addition of a major function to the Software as a new product option and not as an update.
3. Sonant reserves the right to adjust its fee associated with this Product Maintenance and Support Agreement for any Renewal Term, provided it provides written notice to the Customer of the fee change a minimum of 30 days prior to the start of the Renewal Term.
4. Sonant will have no obligation to correct defects or difficulties due to Customer modifying the Equipment, changing its system or computer environment, using the Software on equipment not approved by Sonant, or other causes external to the Equipment. Sonant shall have no obligation to correct defects or difficulties due to an environment out of specification (i.e. temperature, humidity, etc.) or utility power transient.
5. In those situations where Sonant has not dispatched a representative to the Customer site but has furnished replacement hardware or software, the Customer agrees to install and remove, at its expense, those hardware or software replacements provided by Sonant under this Agreement. Sonant Support Staff will assist the customer by telephone with the installation of replacement hardware and software. Subject to availability of Sonant personnel, Sonant may perform additional, Customer requested, on-site Services outside the terms of this Agreement at Sonant's then current

Time and Material rates. Travel and other related expenses will be billed at actual cost plus an 10% burden.

6. If after having received an written Notice of Renewal from Sonant no less then 30 days prior to expiration of this Agreement, the Customer should allow this Agreement to expire by failure to renew maintenance services and pay the maintenance fee stated in the Notice of Renewal on or before the expiration date of this Agreement, the Customer's right to maintenance services shall lapse and Sonant reserves the right to withhold software support and shall not be responsible for hardware failures during the delinquent period. If the Customer allows the Agreement to lapse for more than 15 days, a reinstatement fee may be charged to Customer before maintenance services can be reinstated. Reinstatement will only be available after an inspection of the system, necessary repairs are made, and required ECO's have been applied. The Customer shall be responsible for all costs associated with parts, labor and travel required to qualify the system for reinstatement.
7. The Customer agrees to install any Sonant furnished Software updates within sixty (60) days of receipt.
8. The Customer agrees to provide an Internet VPN connection to the supported system for remote diagnostics by Sonant.
9. Sonant may refuse renewal due to breach of Agreement by Customer or discontinued production of Equipment by Sonant.
10. Risk of loss or damage to replacement Equipment will pass to Customer upon delivery to Customer's premises. At the time of receipt of replacement Equipment, Customer agrees to provide reasonable inspection for shipping damage, and to notify carrier and Sonant of any damage found. Title to Software products or modifications thereto remains with Sonant.
11. No training will be provided by Sonant under this Agreement.
12. Unless specified herein, Sonant's prices do not include sales, use, excise or similar taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other similar tax applicable to the Equipment or Services supplied hereunder shall be paid by the Customer, or in lieu thereof the Customer shall provide Sonant with appropriate tax-exemption evidence acceptable to the taxing authorities.

VI. LIMITATION OF REMEDIES AND LIABILITY:

THE REMEDIES PROVIDED HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, LOSS OF DATA, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF THE CUSTOMER FOR SUCH DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Sonant's liability for property damage claims of any kind, whether based on contract, warranty, tort (including negligence) or otherwise and for any loss or damage arising out of, connected with, or resulting from this Agreement or from the performance or breach thereof, or from any Services covered by or furnished under this Agreement shall in no case exceed the fee paid hereunder; provided however, that this limitation shall not apply to instances where Sonant or its agents or employees has acted with gross negligence or willful misconduct. Any action against Sonant must be brought within forty-eight (48) months after the cause of action accrues.

VII. EXCUSABLE DELAYS:

Sonant will notify Customer promptly of any material delay and will specify the revised delivery date as soon as practicable. Sonant shall not be liable for delays in delivery or performance or for failure to manufacture, deliver or perform due to: (a) causes beyond its reasonable control after the exercise of reasonable diligence by Sonant to avoid such delays, or (b) acts of God, acts or failures to act of Customer, acts of civil or military authority, or (c) government priorities, strikes or other labor disturbances, floods, earthquakes, epidemics, war, riot, delays in transportation or car shortages, or (d) inability on account of causes beyond the reasonable control of Sonant to obtain necessary materials, components, services or facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

VIII. CONFIDENTIAL INFORMATION:

All drawings, specifications or other information furnished by one party to the other party and identified as confidential or proprietary will be held in confidence by the recipient, will be used only for the purpose furnished, and may not be reproduced or further distributed without the written consent of the owner. These restrictions shall not apply to information (a) already known to the recipient, (b) generally known in the industry prior to receipt, (c) that is or becomes publicly known without any breach of this agreement by recipient, (d) is disclosed to third parties by owner without imposing at least the same obligation of confidence as placed on the recipient by this agreement, (e) that is independently developed by recipient, or (f) that is approved for release by written authorization of the owner. If disclosure is required by governmental authority or is required for the carrying on of the ordinary business of recipient, disclosure may be made provided owner is notified in writing and every reasonable effort is made to protect owner's proprietary interests in the information. If disclosure is required by government authority in the course of legal proceedings against the owner, disclosure may be made provided the owner is notified in writing at least 15 days prior to making the disclosure.

IX. INTELLECTUAL PROPERTY RIGHTS INDEMNITY:

Sonant shall defend, at its expense, any claim (including any suit) brought against Customer alleging that any Equipment furnished by Sonant hereunder infringes a United States patent, copyright, trade secret or other intellectual property right of a third party, and shall pay all costs and damages finally awarded, provided that Customer gives Sonant prompt written notice of such claim, and information, reasonable assistance and sole authority to defend or settle the claim. In the defense or settlement of the claim, Sonant may obtain for Customer the right to continue using the Equipment, replace or modify the Equipment so it becomes non-infringing, or, if such remedies are not reasonably available, grant Customer a refund for the Equipment as depreciated and accept their return.

Sonant shall not be liable for any costs or damages and Customer will indemnify, defend and hold Sonant harmless from any expenses, damages, costs or losses resulting from any suit or proceeding based upon a claim arising from (a) compliance with Customer's designs, specification or instructions; (b) a modification of the Equipment by a party other than Sonant after delivery by Sonant; (c) the use of the Equipment or any part thereof furnished by Sonant in combination with any other product not approved by Sonant; or (d) the direct or contributory infringement of any process patent using Equipment furnished by Sonant. Sale of the Equipment or any part thereof by Sonant does not confer upon the Customer any license under any patent rights.

X. SOFTWARE PRODUCTS:

Software products are copyrighted by and remain the property of Sonant. Sonant' Software products are protected by a software license agreement which accompanied the Software, or is attached hereto, and is incorporated herein by this reference. Any Software products or modifications thereto furnished hereunder to the U.S. Government shall be furnished with "Restricted Rights" in accordance with DFARS 252.227-7013.

With respect to those products which Sonant licenses and which are supplied hereunder, the word "purchase" or similar or derivative words are understood to mean "license" and "Customer" or similar or derivative words are

understood to mean "Licensee." Title to Sonant Software shall remain with Sonant, notwithstanding anything to the contrary herein.

XI. APPLICABLE LAW:

Unless otherwise agreed to in writing by the parties, this Agreement shall be governed by, subject to and construed according to the laws of the State of California.

XII. DISPUTES:

In the event of any dispute concerning a question of law or fact, or both, arising under this Agreement which the parties are unable to resolve by mutual agreement, either party may pursue any right or remedy which it may have at law or in equity in any court of competent jurisdiction.

XIII. COMPLETE AGREEMENT:

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

The following exhibits are attached to this agreement and are made a part of the agreement:

Equipment List

XIV. ASSIGNMENT:

Neither party's obligations under this Agreement are assignable by one party without prior written approval of the other party.

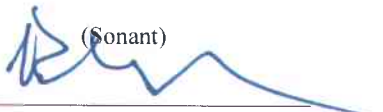
XV. MISCELLANEOUS:

All rights and remedies conferred under this Agreement and by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure by either party to enforce any contract term shall not be deemed a waiver of future enforcement of that or any other term. The provisions of this Agreement are declared to be severable.

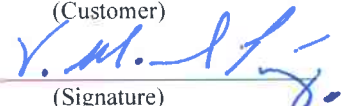
The County of Riverside, on behalf of its Treasurer-Tax Collector and Assessor-Clerk Recorder."

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized representatives effective as of the date set hereinabove.

SONANT CORPORATION

By: 
(Sonant)
(Signature)
Name: David Smiljkovich
Title: Chief Financial Officer
Date: 11-24-2020

**THE COUNTY OF RIVERSIDE ON BEHALF
OF ITS TREASURER-TAX COLLECTOR
AND ASSESSOR-CLERK RECORDER**

(Customer)
By: 
(Signature)
Name: V. MANUEL PEREZ
Title: CHAIRMAN, BOARD OF SUPERVISORS
Date: DEC 15 2020

ATTEST:

KECIA R. HARPER, Clerk
By: 
DEPUTY

System Equipment List for Riverside County Treasurer Tax Collector and Assessor Clerk Recorder for 1/1/2021 – 12/31/2021 for Sonant Support Agreement #220323-01

Component Description	Quantity
Production System	
Customer Supplied Server (<i>Hardware not covered under this support agreement</i>)	5
ClientCall CVS Software License , Application Generation Environment for IVR	2
ClientCall IVR VoIP Concurrent Call Software License	161
Text-To-Speech Software License , per concurrent call	161
Spanish Language DTMF Software License	2
Voice Forms Software License	2
ACD System Software License includes graphical and tabular report generator, and CTI InfoLock with screen pops	1
ACD Seat Software License (<i>Including 6 from base license</i>)	112*
Call Recording Software License	1
EPS Express Software License for 1 Department, 1 Merchant Account and 2 Managers	1
TaxTalk Application software license	1
Tailored TaxTalk eCenter IVR for Treasurer/Tax Collector Application Software including integration with County host database, custom IVR script, processing logic, and CTI host interface screen & professional voice recordings	1
Custom eCenter IVR for Assessor/Clerk-Recorder Application Software including integration with County host database, custom IVR script, processing logic, and CTI host interface screen & professional voice recordings	1
Application Software Development for Accessing and Updating Tax Collector Data on Mainframe	1
D&T Server:	
Customer Supplied Server	2
ClientCall CVS Software License, Application Generation Environment for IVR	1
ClientCall IVR VoIP Concurrent Call Software License	4
Text-To-Speech Base , per concurrent call	4
Spanish Language DTMF Software License , per server	1
Voice Forms Software License , per server	1
ACD System Software License includes 6 seat licenses, graphical and tabular report generator, and CTI InfoLock with screen pops	1 (6 seats)
Call Recording Software License , per server	1
EPS Express Software License for 1 Department, 1 Merchant Account and 2 Managers	1
TaxTalk Application Software License	1

*Updated to reflect the recently added ACD licenses