

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



ITEM: 3.54
(ID # 17751)

MEETING DATE:

Tuesday, December 14, 2021

FROM : TLMA - AVIATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/AVIATION: Approve the Professional Services Agreement with ProDIGIQ for Lease Management System Software (Mykonos) without seeking competitive bids for five years through June 30, 2026; All Districts. [\$300,000 Total Aggregate Cost, and up to \$30,000 in Additional Compensation - Department Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreement for Lease Management System (Mykonos) with ProDIGIQ, Inc. without seeking competitive bids for a total aggregate amount of \$300,000 for five years through June 30, 2026, and authorize the Chairperson of the Board to sign three (3) copies of the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and 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; (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.

ACTION:Policy

Charissa Leach, TLMA Director

12/7/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel 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 14, 2021
xc: TLMA-Aviation

Kecia R. Harper
Clerk of the Board

By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 120,000	\$ 45,000	\$ 300,000	\$ 45,000
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Department Funds 100%			Budget Adjustment: No	
			For Fiscal Year: 21/22 – 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside Aviation Department is seeking the ability to purchase Mykonos lease management software from ProDIGIQ (Purchasing Approved SSJ 150,788,909). The ProDIGIQ product is the aviation industry standard for small to medium size airports and is used at more than 200 airports and airlines. This product focuses on property management and offers a comprehensive database of properties where all maintenance, improvements and upgrades can be documented. It also has a comprehensive way to document collection efforts for past due accounts. Only Mykonos have a comprehensive aviation-based management system with automated lease management, a tenant portal and Finance Module that meet all identified needs.

The request before the Board is for the approval and purchase of the Lease Management System (Mykonos) Agreement through June 30, 2026. Services provided under this agreement will be the implementation and integration of the Mykonos lease revenue software and ongoing maintenance and support of the system.

Impact on Residents and Businesses

There is no negative impact on the citizens of businesses in the County of Riverside.

Additional Fiscal Information

The current fiscal year includes an upfront cost for a total of \$120,000. Future fiscal year includes the ongoing costs of \$45,000 annually for four years for a total amount of \$180,000, for a total aggregate amount of \$300,000.

Description:	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	Total
Start-up and Integration Costs	\$120,000	\$0	\$0	\$0	\$0	\$120,000
Ongoing Costs for Maintenance - Equipment and Replacement Parts:		\$45,000	\$45,000	\$45,000	\$45,000	\$180,000
Total Costs	\$120,000	\$45,000	\$45,000	\$45,000	\$45,000	\$300,000

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

Contract History and Price Reasonableness

Airport leasing has a variety of specific Federal Aviation Administration compliance requirements; therefore, it's imperative to procure a lease management software product that airports have used successfully. ProDIGIQ is the only vendor who provides Mykonos, a proprietary software product (Purchasing Approved SSJ# 150,788,909). Mykonos pricing is all-inclusive for the five Riverside County airports and includes implementation, project management, initial training and system activation. Riverside County qualifies for the lowest cost purchase price offered by ProDIGIQ - the same as is offered via the Government Services Administration (GSA) Schedule for federal purchasing. Department conducted research confirms ongoing maintenance and support is reasonable and cost competitive.

ATTACHMENTS

ATTACHMENT A. Agreement with PRODIGIQ

ATTACHMENT B. Single Source

ATTACHMENT C. H11 Procurement



Suzanna Hinchley, Assistant Director of Purchasing and Fleet Service

12/2/2021



Jason Farin, Principal Management Analyst

12/8/2021



Gregory E. Priamos, Director County Counsel

12/8/2021



Jim Smith, Chief Information Officer

12/7/2021

PROFESSIONAL SERVICE AGREEMENT

for

LEASE MANAGEMENT SYSTEM (MYKONOS)

between

COUNTY OF RIVERSIDE

and

PRODIGIQ, INC.



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This Agreement is made and entered into this ____ day of _____, 2022, by and between PRODIGIQ, INC., 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:

1. Description of Services

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

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 reasonable satisfaction of the COUNTY and in conformance to and consistent with the industry 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 upon signature of this Agreement by both parties and continues in effect through June 30, 2026 unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred twenty thousand dollars (\$120,000.00) for the first year including all expenses for a total aggregate amount of three hundred thousand dollars (\$300,000). Maximum annual payments by COUNTY to CONTRACTOR for years 2 through 5 are listed in Exhibit B. 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 except and provided under Exhibit B. 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 No price increases will be permitted during the first year of this Agreement. The COUNTY requires written proof satisfactory to COUNTY of cost increases whereby the aggregate of the total price increase(s) shall not exceed ten percent (10%) of the total contract price during the Term. Any price adjustment exceeding ten percent (10%) of the contract price shall require prior written approval from the COUNTY. After the first year of the award, a minimum of 30-days advance notice in writing is required to be provided to the COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the beginning of the calendar year for that year's Annual Payment as provided under Exhibit B, and COUNTY shall pay the invoice within thirty (30) days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR for services to be provided for the calendar year. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Transportation Land Management Agency
Aviation Department
4080 Lemon Street
Riverside, CA 92501
Attn: Fiscal Services, 14th Floor

- 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 (AVARC-SOFTWAR-0003769); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered annually in advance.

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. 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 thirty (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 due to availability of COUNTY funding from which payment can be made, upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, after providing five (5) days written notice, terminate this Agreement for CONTRACTOR's material breach, 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 material breach within 15 business days from CONTRACTOR's receipt of a written notice of material breach from COUNTY. 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 created during the Term up until the date of termination (specifically excluding any of Contractor's (as defined below) or proprietary work product), that 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, subject to the cure provisions provided herein 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 or reports in any form, including electronic copies of such material or reports, created by CONTRACTOR specifically for COUNTY for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement ("Contract Work Product") shall be the sole property of the COUNTY. County Work Product 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. Notwithstanding the foregoing, County Work Product shall **not** include any of CONTRACTOR's intellectual property including, but not limited to, software, source code, "know-how", user interface, schematics, designs, copyrights and trademarks ("Contractor IP"). Nothing herein this Agreement shall interpreted as CONTRACTOR assigning, transferring, or conveying any title or ownership interest in and to Contractor's IP whatsoever. Further, COUNTY represents and warrants that it shall not replicate or reverse engineer any of Contractor's IP, induce any third party to do the same, or provide any unauthorized third-party access to Contractor's IP.

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 and reasonable 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 reasonable 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 reasonable 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 as mutually determined in good faith by the parties to this Agreement. The COUNTY may also terminate this Agreement for material default and charge to CONTRACTOR any actual, reasonable, and verifiable 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 COUNTY's sole expense, during CONTRACTOR's normal business hours with written notice provided to the CONTRACTOR no less five (5) business days prior to COUNTY conducting and monitoring, assessment, or evaluation of CONTRACTOR's performance. COUNTY shall not conduct any monitoring, assessment, or evaluation of CONTRACTOR's performance more than once in a calendar year without cause.

9. Independent Contractor/Employment Eligibility

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

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

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a

criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

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

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

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

10. Subcontract for Work or Services

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

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by an agreed upon third party arbitrator who shall furnish the decision in writing. The decision of the third party arbitrator 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. 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 reasonable written request by any duly authorized Federal, State, or COUNTY agency, copy of this Agreement and such books, documents and records which are specifically and directly related to this Agreement, 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 (5) 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. For avoidance of doubt, CONTRACTOR shall not be obligated under this Agreement to disclose any information related to any of CONTRACTOR's other customers, or any information for which it is contractually obligated to keep confidential.

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. "Privileged" or "confidential information" shall not include: a) information that was lawfully possessed, as evidenced by the CONTRACTOR's records, by the CONTRACTOR prior to receiving the "privileged or confidential information" from the COUNTY; (b) becomes rightfully known by the CONTRACTOR from a third-party source not under an obligation to COUNTY to maintain confidentiality; (c) is generally known by the public through no fault of or failure to act by the CONTRACTOR inconsistent with its obligations under this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation; or (e) is or has been independently developed by employees, consultants or agents of the CONTRACTOR without violation of the terms of this Agreement, as evidenced by the CONTRACTOR's records, and without reference or access to any "privileged or confidential information".

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 (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Transportation and Land Management Agency
4080 Lemon Street
Riverside, CA 92501
Attn: Fiscal Services, 14th Floor

CONTRACTOR

ProDIIQ, Inc
26500 West Agoura Rd. Suite 102-796
Calabasas, CA 91302

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.

Notwithstanding anything to the contrary, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the parties agree that CONTRACTOR shall be entitled to an equitable extension of time to deliver or perform its work and appropriate additional compensation to the extent CONTRACTOR's delivery or performance, or the delivery or performance of its suppliers

and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.

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

21. Hold Harmless/Indemnification

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

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;

provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

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

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

22. Insurance

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

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 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. Cyber Insurance: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

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 Except in the case of merger, a sale, or change of control of CONTRACTOR, 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. Contractor shall notify the COUNTY of any merger, sale or change of control within thirty (30) calendar days.

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.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic

signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23.14 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: Karen S. Spiegel
Karen Spiegel, Chairperson
Board of Supervisors

Dated: DEC 14 2021

PRODIGIQ, INC., a California Corporation

By: Arpit Malaviya
Arpit Malaviya
CEO

Dated: 11/15/2021

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: [Signature]

Danielle Maland
Deputy County Counsel

EXHIBIT A

SCOPE OF SERVICES

Scope of Services

ProDIGIQ's Lease Management System (MYKONOS) provides quick retrieval of lease information for forecasting, planning, and reporting purposes to maximize property management efficiency. MYKONOS provides the user the tools to oversee all leases, including Airlines, Parking, Car Rentals, Concessions, Fixed-Base Operators (FBOs) and Hangars. MYKONOS equips the user with increased insight on airport asset utilization and proactive planning for lease renewals, new leases, rent increases and lease negotiations. Additionally, MYKONOS includes dashboard analytics with Key Performance Indicators (KPIs) and can be integrated with accounting and ERP systems.

MYKONOS has additional modules, including a Tenant Portal which will streamline tenant compliance and enhance the lease application process and a Finance Module with extensive functionality for tracking and calculating revenue.

Dashboard

- Analytics for property usage by lease category and type with drill down capability
- Overview of expiring leases and insurance
- Overview of upcoming CPI increases

Leases

- Repository of lease terms, insurance, security, rent, maintenance, etc.
- Extensive array of types and subcategories such as Aero, Non-Aero, Storage
- Ability to associate any number of plots to lease and include specific plot information such as square footage, improvements, and attachments
- Ability to denote lease start date, effective date, expiration date and termination notice period
- Mass Rent Modification feature to adjust multiple leases simultaneously
- Ability to associate and conduct inspections, level of service rankings, etc.
- Ability to track maintenance for properties associated with lease
- Automatic email notification to relevant stakeholders for:
 - Expiring Leases and Insurance
 - Payment Reminder
 - Lease Updates
- Quick Search and Advanced Search to filter by various parameters
- Standard and custom reports, such as lease and unit status
- Archive feature to store expired leases for reference and forecasting
- Document storage for attaching images and scanned documents such as:
 - Executed lease agreements, insurance certificates, plats, surveys, deeds, easements, security deposit documents and tenant communications.
- Audit trail of all changes made to lease that are searchable by category

**Mapping
Feature**

- Mapping Feature for all leasable units and land
- Ability to include multiple map layers, such as airfield and corporate center
- User-empowered configuration to add new polygons
- Ability to drill down into polygons to include layouts of specific buildings
- Real-time color-coded depiction of each unit by categories such as:
 - Monthly lease ○ Expiring within ## days
 - Vacancies ○ Expired
- Ability to filter map properties by various parameters, such as agreement type
- Further drill-down capability from each map layout to complete lease record

Tenant Portal

- Ability for prospective tenants to view available properties
- Ability for tenants to submit application and airport compliance documents
- Waitlist feature for applicants
- Ability for tenants to make rent payments
- Automatic email notification to relevant stakeholders of tenant activity

**Finance
Module**

- Ability to associate account code for specific lease types and categories
- Ability to denote monthly and annual rent for leases
- Ability to specify flat rate or percentage for late fees
- Ability to denote Minimum Annual Guarantee (MAG) amounts
- Complete Rent History, including date of modification and amount
- Ability to send Courtesy Notice to multiple tenants with auto populated template that pulls respective balance information
- Admin-level user capability to manage Accounts, Rates and Fees templates and CPI adjustments
- Revenue Rates and Fees
 - Ability to add new revenue rate and denote rate type as flat rate, percentage or tiered
 - Ability to associate applicable Revenue Rates to multiple leases
 - Ability to add new fees (utility, CAM) and associate to multiple leases
- CPI Grid and Adjustments
- Two-way integration with the Bureau of Labor and Statistics
- Automatic population of CPI index for specific region
- Ability to manage CPI adjustments for individual leases

- Monthly Reports for each Lease Record
 - Ledger
 - Overview of amount due, amount paid, and balance
 - Breakdown of charges and payments
 - Charge Reports
 - Automatically populated with each individual charge
 - Ability to view associated account type
 - Ability to add one-off charges, such as maintenance and security
 - Ability to post payments for charges to keep in sync with financial system
 - Payment Reports
 - Automatically pulls charges from Ledger to apply payments
 - Revenue Reports
 - Ability to denote revenue received on a monthly basis
 - Automatic calculation of revenue share from Revenue Rates
 - Ledger automatically updated with amount owed and amount received

Reporting

- Extensive reporting capability, including the following standard reports:
 - Aging – Detail ○ Delinquency – Property ○ Payments
 - Aging – Summary ○ Delinquency – Tenant ○ Rent by Leases
 - Charges – Detail ○ Deposit Summary ○ Trial Balance
 - Charges by Tenant ○ Lease Ledger ○ Vacancy
 - CPI Increases Due
- Ability to generate custom reports on ad-hoc basis

Access Control

- Access control with varying levels of user privileges
- Ability to configure email notifications for different alerts (insurance, lease etc.)
- Unlimited user accounts, including Admin level users
- Unlimited concurrent users
- Secured access from any device

EXHIBIT B PAYMENT PROVISIONS

B.1 PRICING– MAXIMUM AMOUNTS – ANNUAL AND AGGREGATE TOTALS

The total annual payments to CONTRACTOR shall not exceed:

PERIOD	ANNUAL PAYMENT
Upon Execution through June 30, 2022	\$120,000
July 1, 2022 through June 30, 2023	\$45,000
July 1, 2023 through June 30, 2024	\$45,000
July 1, 2024 through June 30, 2025	\$45,000
July 1, 2025 through June 30, 2026	\$45,000
Total	\$300,000

COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance under this Agreement according to the Details attached hereto and incorporated herein by this reference

B.2 CONTRACTOR is providing MYKONOS, MYKONOS Finance Module, and MYKONOS Tenant Portal. The pricing is all-inclusive and includes all features mentioned in this proposal, all implementation, project management, initial training and other costs associated with the systems' activation. Additional training can be provided as needed.

Service	Upfront Cost (Year 1)	Annual Ongoing Cost (Years 1-5)
Lease Management System (MYKONOS) *Based on GSA Pricing	\$42,821.15	\$27,455.90
MYKONOS Finance Module	\$17,128.46	\$10,982.36
MYKONOS Tenant Portal	\$6,423.17	\$4,118.39
Unlimited Users at Riverside County	Included	Included
Unlimited Concurrent Users at Riverside County	Included	Included
Unlimited 24x7x365 Technical Support	Included	Included
Unlimited Data Storage on Military-Grade Server	Included	Included
Software Updates and Back-Ups	Included	Included
Military-Grade Server Hosting	Included	Included
Ongoing System Maintenance	Included	Included
Ongoing Quality Control and Quality Assurance	Included	Included
8 Hours of Initial Onsite Training	Included	Included
Total	\$66,372.78	\$42,556.65