

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



**ITEM: 3.7
(ID # 19232)**

**MEETING DATE:
Tuesday, July 26, 2022**

FROM : ASSESSOR-COUNTY-CLERK-RECORDER:

SUBJECT: ASSESSOR-COUNTY CLERK-RECORDER: Ratification and Approval of the Professional Service Agreement with Gartner, Inc., a Delaware corporation, without seeking competitive bids, for a Customer Experience Optimization Plan, from July 12, 2022, through June 30, 2023. All Districts. [Total Cost \$218,550; Additional compensation not to exceed \$21,855 - County Clerk-Recorder Sub Funds].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Professional Service Agreement with Gartner, Inc., a Delaware corporation, without seeking competitive bids, for a Customer Experience Optimization Plan, from July 12, 2022, through June 30, 2023, for the total cost amount of \$218,550; and
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, sign amendments that exercise the options of the original agreement, including modifications of the statement of work that stay within the intent of the agreement; and sign amendments to the compensation provision that does not exceed \$21,855.

ACTION:Policy

Douglas Cady
Douglas Cady, Assistant Assessor County Clerk Recorder

6/9/2022

Aaron Gettis
Aaron Gettis, Deputy County Counsel

6/28/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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: July 26, 2022
xc: ACR

Kecia R. Harper
Clerk of the Board
By *[Signature]*
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	\$ 218,550	\$ 0	\$ 218,550	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: County Clerk-Recorder sub-funds			Budget Adjustment: No	
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The Assessor-County Clerk-Recorder (ACR) provides critical services to the citizens of Riverside County. One of the goals in the ACR's Strategic Plan is to improve the customer experience by providing quick, convenient, and accurate service. The customer experience has become increasingly defined by technology during the pandemic. Currently, the ACR provides multiple customer self-service touchpoints such as the web chat, call center, emails, walk-in counters, snail mails and mobile texts, and it wants to ensure a more uniform and seamless customer experience through a holistic approach to desperate service channels.

The rapid growth of Riverside County population, new constructions, and record housing markets has increased service demands and accelerated the need for more efficient and expedient service delivery models. The ACR is considering a total customer experience centric approach to achieve its goal and has begun its research to understand the current landscape of methodologies and solutions. The ACR has engaged Gartner, Inc., a Delaware corporation (Gartner) to evaluate the current customer service tools and provide an overarching and holistic customer experience optimization roadmap, considering short-, medium- and long-term activities.

Impact on Residents and Businesses

Gartner will utilize a total experience framework to guide delivery of the customer experience optimization plan for the ACR. The customer experience will be evaluated through observations of customer interactions and interviews and understanding the customer journey. The customer experience optimization plan will enable the ACR to prioritize and deliver new innovative avenues to serve the public in a quick, convenient, and accurate manner. With Gartner's experience in the fields and access to leading experts in various disciplines needed to accomplish the goal, it will avoid the costs and delays for the department to piecemeal a team of experts for the endeavor.

Contract History and Price Reasonableness

The agreement with the Gartner before the Board for approval is based on utilizing the pricing from the County of Ventura Master Agreement, No. 7914, for Information Technology Services, also known as piggybacking, which was awarded through a publicized competitive bid

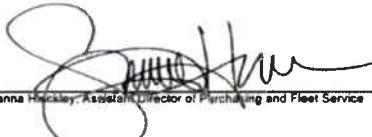
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

process. Gartner is providing the same pricing and terms as awarded through the County of Ventura Master Agreement, No. 7914.

Piggybacking off of other competitively bid governmental procurements meets the County's requirement of seeking competition and assists with expediting the implementation/acquisition of needed commodities and services.

ATTACHMENTS:

- Professional Service Agreement between County of Riverside and Gartner, Inc.
330074380 County of Riverside ACR Customer Experience Proposal 2022



Suzanne Heckley, Assistant Director of Purchasing and Fleet Service 6/9/2022

PROFESSIONAL SERVICE AGREEMENT

for

**CUSTOMER EXPERIENCE
OPTIMIZATION PLAN**

between

COUNTY OF RIVERSIDE

and

GARTNER, INC.



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
11. Description of Services	3
2. Period of Performance	3
3. Compensation	3-5
4. Alteration or Changes to the Agreement	5
5. Termination.....	5-6
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor.....	6-7
8. Inspection of Service: Quality Control/Accurance	7
9. Independent Contractor/Employment Eligibility	7-9
10. Subcontract for Work or Services.....	9
11. Disputes	9
12. Licensing and Permits	9-10
13. Use by Other Political Entities.....	10
14. Non-Discrimination	10
15. Records and Documents	10
16. Confidentiality	10-11
17. Administration/Contract Liaison	11
18. Notices	11-12
19. Force Majeure	12
20. EDD Reporting Requirements	12
21. Hold Harmless/Indemnification.....	12-13
22. Insurance	13-16
23. General	16-18
Exhibit A-Customer Experience Optimization Plan	19-56

This Agreement, made and entered into this 12th day of July, 2022, by and between Gartner, Inc., a Delaware 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, Customer Experience Optimization Plan, at the prices stated in the Investment Summary section of Exhibit A. In the event of any conflicting or inconsistent terms between this Agreement and Exhibit A, the provisions on this Agreement shall control.

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

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit A. 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 July 12, 2022, and continues in effect through June 30, 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 the Investment Summary section of Exhibit A. Maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred eighteen thousand five hundred and fifty dollars (\$218,550) annually 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.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). 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 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Assessor-County Clerk-Recorder

P.O. Box 751

Riverside, CA 92502-0751

- 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 (ASARC-96258-001-6/23); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

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 Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are

made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

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

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

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon thirty (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. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY. The parties understand and agree that that CONTRACTOR may use, reproduce, display and distribute excerpts and data from the deliverables, either alone or together with other material, in the ordinary course of CONTRACTOR's business, so long as such excerpts and data do not identify COUNTY by name or contain any of the COUNTY's confidential or proprietary information, and provided further that CONTRACTOR retains all right, title and interest in and to its processes, benchmarking data and data collection tools, assessment models and pertinent methodologies such as Strategic Planning, CONTRACTOR's copyrighted proprietary research and other pre-existing materials and data, such as Data Collection Templates and Survey

Tools for Applications and Infrastructure, and benchmark comparisons (“Pre-Existing Intellectual Property”). Nothing contained in this Agreement shall preclude CONTRACTOR from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. CONTRACTOR shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Contractor shall not use or disclose any of COUNTY’s confidential information. CONTRACTOR grants to COUNTY for internal purposes only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of any CONTRACTOR Pre-Existing Intellectual Property embodied in the Deliverables.

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/Accurance

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

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

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any

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

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

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

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

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

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

10. Subcontract for Work or Services

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

11. Disputes

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

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

12. Licensing and Permits

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

13. Use By Other Political Entities

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

14. Non-Discrimination

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

15. Records and Documents

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

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term

“privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

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

16.3 To the maximum extent permissible under applicable law, the parties agree to keep confidential and not to use or disclose to any third parties any non-public business information of the other party learned or disclosed in connection with services provided pursuant to this Agreement and any amendments thereto, including the CONTRACTOR Materials. The obligation of the parties with respect to the Confidential Information shall terminate with respect to any particular portion of the Confidential Information if and when: (i) it is in the public domain at the time of its communication; (ii) it is developed independently by the receiving party without use of any confidential information; (iii) it enters the public domain through no fault of the receiving party subsequent to the time of the disclosing party’s communication to the receiving party; (iv) it is in the receiving party’s possession free of any obligation of confidence at the time of the disclosing party’s communication; (v) it is communicated by the disclosing party to a third party free of any obligation of confidence; or (vi) the receiving party has the disclosing party’s written permission.

(b) Each party shall provide notice to the other of any demand made upon it under lawful process to disclose or provide any of the other party’s confidential information. The receiving party agrees to cooperate with the disclosing party, at the disclosing party’s expense, if the disclosing party elects to seek reasonable protective

arrangements or oppose such disclosure. Any confidential information disclosed pursuant to such lawful process shall continue to be confidential information.

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

Assessor-County Clerk-Recorder
Attn: Procurement/Contracts

CONTRACTOR

Gartner, Inc.
56 Top Gallant Road

PO Box 751
Riverside, CA 92502

Stamford, CT 06902

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 third-party liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives relating to bodily injury, death or dismemberment of any person or damage to any real and/or tangible personal property directly caused by the negligence or willful misconduct of the Contractor. 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.

21.5 Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of CONTRACTOR or its employees, CONTRACTOR's total liability arising out of this Agreement and the provision of the Services shall be limited to double the fees paid by the COUNTY under the specific Statement of Work under which such liability arises.

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. Professional Liability:

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

E. General Insurance Provisions - All lines:

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured

retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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

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

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

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

23. General

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

23.2 Any waiver by a party 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. The COUNTY warrants that CONTRACTOR's use of any materials furnished by the COUNTY in connection with a Statement of Work does not infringe any copyright, trademark, trade secret or other right of any third party. CONTRACTOR warrants that the Deliverables, in the form provided to the COUNTY, do not infringe any copyright, trademark, trade secret or other right of any third party.

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.

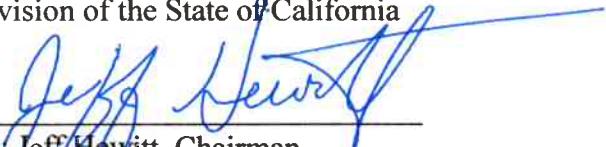
23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

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: 
Name: Jeff Hewitt, Chairman
Board of Supervisors

Dated: JUL 26 2022

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

County Counsel

By: 
Name: Ryan Yabko
Deputy County Counsel

GARTNER, INC., a Delaware Corporation

By: 
Name: Scott Lyon
Title: Director Legal Affairs

Dated: June 21, 2022

EXHIBIT A

Customer Experience Optimization Plan

Customer Experience Optimization Plan

Gartner Proposal

Prepared for:
Riverside County Assessor-County Clerk-Recorder

June 21, 2022

Engagement Number: 330074380 | Version 2



Gartner

© 2022 Gartner Inc. and/or its affiliates. All rights reserved. Gartner is a registered trademark of Gartner, Inc. or its affiliates. This presentation, including all supporting materials, is proprietary to Gartner Inc. and/or its affiliates and is for the sole internal use of the intended recipients. Because this presentation may contain information that is confidential, proprietary or otherwise legally protected, it may not be further copied, distributed or publicly displayed without the express written permission of Gartner, Inc. or its affiliates.

Cover Letter

June 21, 2022

Mr. Kan Wang, Assistant Assessor-County Clerk-Recorder, Riverside County

Dear Kan,

On behalf of Gartner, Inc. (Gartner), thank you for the opportunity to share our proposal for a Customer Experience Optimization Plan for the Riverside County Assessor-County Clerk-Recorder (ACR). We appreciate your consideration and are excited to support this initiative.

Gartner understands the importance of improving the customer experience by providing quick, convenient and accurate service to the public, including the full range of corporate and individual customers served by ACR. Gartner Consulting leverages the power of Gartner's actionable and objective insight, combining it with custom analysis and on-the-ground support, to help client organizations such as ACR make faster, smarter decisions and achieve stronger performance on your mission-critical priorities.

We believe our recommended approach meets all your essential needs today and provides the objectivity needed for this engagement. Our offer is valid for 60 days from the submission date of this Proposal. If this Proposal represents your requirements, please arrange for a duly authorized signatory to sign the Authorization page and return the entire Proposal to me via email at Tim.Popoli@gartner.com.

Please contact me at +1 415 519 5330 if you have any questions. We thank you for this opportunity and look forward to assisting Riverside County ACR with this important initiative.

Sincerely,



Tim Popoli, Senior Managing Partner, Gartner Consulting

Gartner's understanding of ACR's needs and business context

Current Situation

- The Riverside County Assessor-County Clerk-Recorder (ACR) provides critical services related to the processing of property tax, vital and business records to over 2.4M residents and thousands of businesses in the County.
- One of ACR's strategic goals is to improve the customer experience by providing quick, convenient and accurate service.
- The customer experience has become increasingly defined by technology during the pandemic. Although ACR provides multiple customer self-service tools via web and mobile platforms / chatbot, current functionality is limited.
- Over 90% of the ACR workforce is now working remotely, accelerating customer demand for new service delivery models.
- ACR is considering a Customer Relationship Management (CRM) solution and has begun meeting with potential vendors to understand the current landscape.
- ACR has asked Gartner for advice on their planned Customer Experience transformation, considering short, medium and long-term activities.

How Gartner can help

- In determining how Gartner can best support ACR, we considered the following:
- What are the priority areas of customer service that should be addressed in order to demonstrate progress where it matters most?
 - What internal processes and organizational adjustments should be considered?
 - Where can automation, self-service, and digital technologies help improve the overall customer experience?
- Based on our understanding, Gartner is prepared to assist ACR with their Customer Experience (CX) optimization program in the following ways:
1. **Confirm ACR CX Vision** – synthesize stakeholder feedback and best practices to develop a consensus view of the target state and metrics.
 2. **Evaluate Current Channels and Capabilities** – leverage Gartner's Total Experience Framework to assess people, process and technology capabilities and identify gaps, quick wins and longer-term opportunities for improvement.
 3. **Develop CX Transformation Roadmap** – define a sequenced set of initiatives to make tangible progress against CX objectives, including areas such as governance, organizational skills, process optimization and technology solutions.

The Statement of Work section, which is incorporated into the Proposal, sets forth Gartner's detailed approach, schedule, staffing, pricing and legal terms.

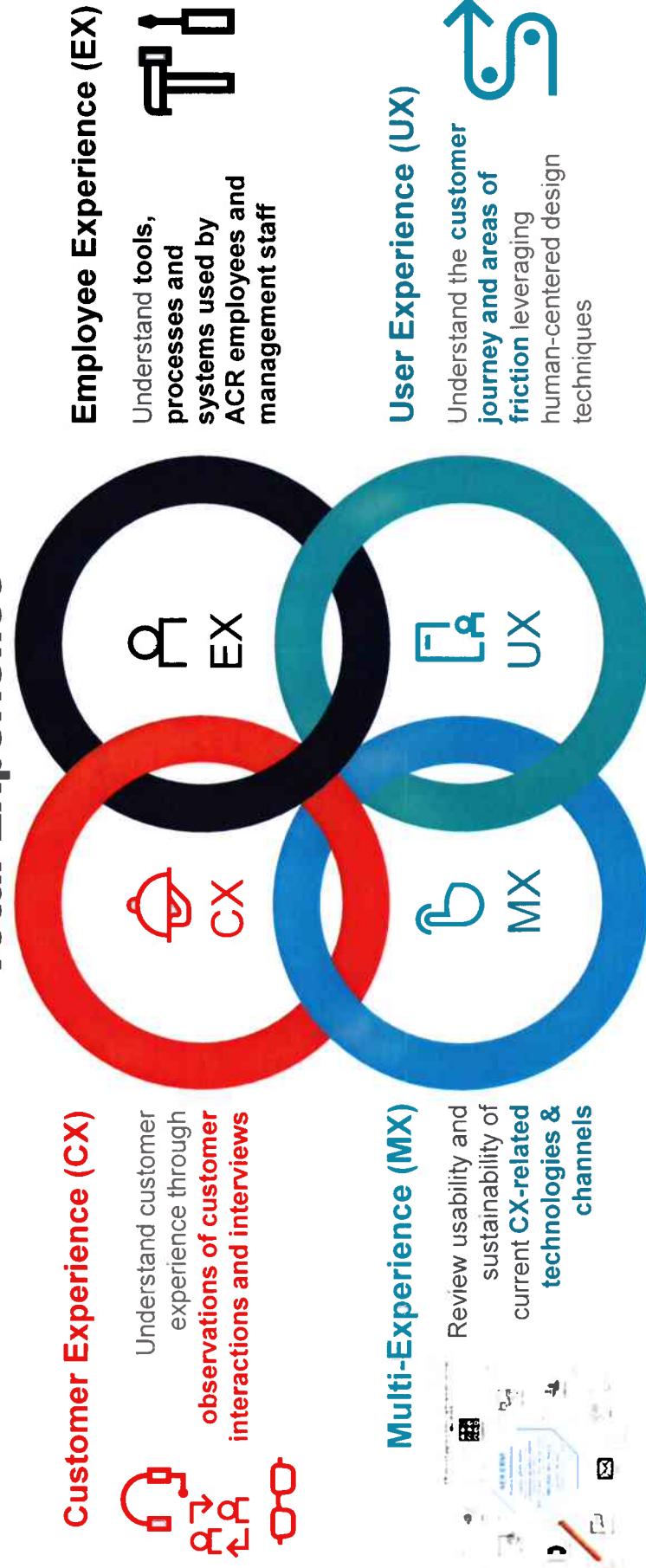
Statement of Work

- *Engagement Approach*
- *Engagement Timeline*
- *Approach Details & Sample Deliverables*
- *Project Team Overview*
- *Assumptions*
- *Investment Summary*
- *Changes to Scope*
- *Authorization*

Engagement Approach

Gartner will leverage the **Total Experience Framework** to guide delivery of the **Customer Experience Optimization Plan for ACR**

Total Experience



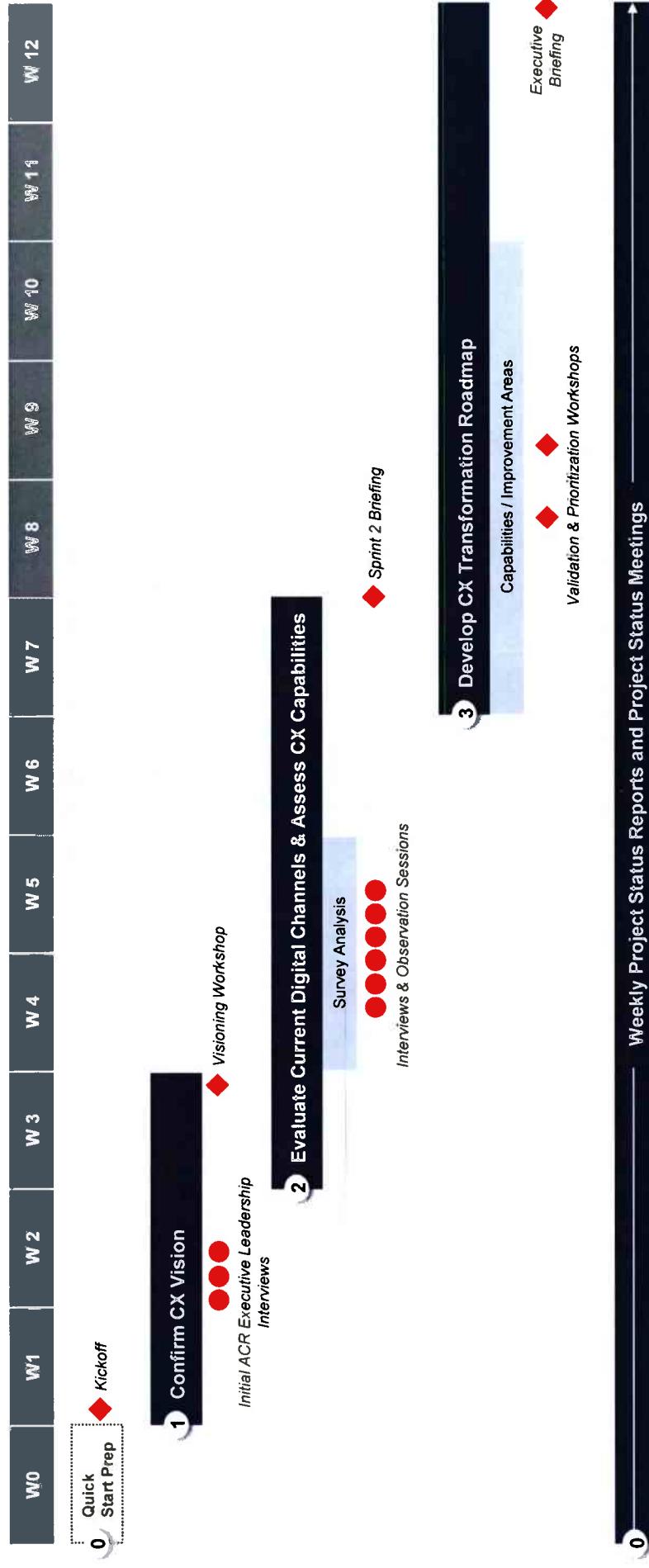
Engagement Approach

The Customer Experience Optimization Plan Engagement will be comprised of 3 Sprints

Sprint 1	Sprint 2	Sprint 3
Deliverables	Activities	Outcomes
<ul style="list-style-type: none"> CX Visioning Workshop and Materials CX Visioning Workshop Outcomes and draft CX Vision Statement 	<p>ACTIVITIES</p> <ul style="list-style-type: none"> Confirm ACR Customer Experience Vision Conduct initial interviews with ACR executive leadership to obtain their perspectives, goals, and business outcomes for enhancing the customer experience. Prepare for and conduct a Visioning Workshop to facilitate a discussion on the CX Vision, Guiding Principles, and Priorities for Riverside County ACR. Summarize outcomes from Visioning Workshop and draft CX Vision Statement to include priority focus areas and success criteria. 	<p>OUTCOMES</p> <ul style="list-style-type: none"> Confirm a consensus vision of what great customer experience means for ACR Synthesize Gartner Research and other case studies to share relevant trends with ACR. Conduct one day of onsite observations (e.g., phone calls in contact center, lobby experience, etc.) Review usability and utility of existing channels (internal and external) from customer and employee perspectives Prepare for and conduct CX Management Maturity survey and obtain qualitative findings based on interviews with key stakeholders (6 – 8 interviews) Review current ACR's current CX-related technologies and systems and identify potential areas for customer experience improvements that can be addressed by optimizing technology investments (e.g., service center systems, CRM, etc.)
<ul style="list-style-type: none"> CX Management Maturity Assessment Report Interview and Observation Session Findings CX Technologies Review 	<p>ACTIVITIES</p> <ul style="list-style-type: none"> Evaluate Current Digital Channels & Assess CX Capabilities Leverage the Total Experience Framework to understand customer experience interactions and review existing channels from customer perspectives Conduct one day of onsite observations (e.g., phone calls in contact center, lobby experience, etc.) Review usability and utility of existing channels (internal and external) from customer and employee perspectives Prepare for and conduct CX Management Maturity survey and obtain qualitative findings based on interviews with key stakeholders (6 – 8 interviews) Review current ACR's current CX-related technologies and systems and identify potential areas for customer experience improvements that can be addressed by optimizing technology investments (e.g., service center systems, CRM, etc.) 	<p>OUTCOMES</p> <ul style="list-style-type: none"> Develop CX Transformation Roadmap Identify the capabilities and people, process, and technology investments to be adopted by ACR team to achieve customer experience vision Review findings from Sprint 2 and identify opportunities for people, process, and technology investment – with a focus on exploring the use of automation, self-help tools, and digital tools / technologies, such as chatbots Define prioritization criteria and facilitate workshop to collaboratively stack-rank identified opportunities Develop mini-charters for top 5 high-priority initiatives, including estimated resources and budget allocation. Summarize findings in a CX Transformation Roadmap that provides near-term initiative and overarching initiatives spanning 1 to 3 year horizon CX Transformation Roadmap

Engagement Timeline

Gartner estimates a **12-week timeline for this engagement**



Sprint 0: Project Kick-Off & Project Management Services

Establish firm foundation for project success



Objective	Deliverable(s)	Time Frame	ACR Participants
■ Work closely with ACR team to set the foundation for a successful engagement that is delivered on time, within budget and meets ACR's objectives.	<ul style="list-style-type: none">▪ Kickoff Meeting Materials▪ Weekly Status Meetings / Updates	<ul style="list-style-type: none">▪ Project Duration (12 weeks)	
Activities Performed by Gartner			
<ul style="list-style-type: none">■ Conduct pre-planning meeting to ensure understanding of objectives, scope, schedule, roles and responsibilities and discuss / review data collection needs and objectives.■ Identify and resolve gaps in data availability.■ Facilitate a kickoff meeting with ACR team to ensure understanding of the engagement objectives, scope, schedule, and milestones, roles, responsibilities and required resources for Gartner and ACR.■ Develop project management templates and trackers and facilitate weekly project status meetings.		<ul style="list-style-type: none">▪ Project Manager and Team	
ACR Responsibilities			
	<ul style="list-style-type: none">■ Provide data and take part in Q&A sessions with Gartner Project Team.■ Participate in kickoff meeting.■ Participate in project status meetings and work with Gartner to resolve issues in order to keep the project on-track.		

Sprint 1: Confirm ACR Customer Experience Vision

Define CX Vision for ACR

	Sprint 0	Sprint 1	Sprint 2	Sprint 3
Objective	<ul style="list-style-type: none">▪ Define a consensus vision of what great customer experience means for Riverside County ACR.			
Activities Performed by Gartner	<ul style="list-style-type: none">▪ Synthesize Gartner Research and other case studies to share relevant trends with ACR.▪ Conduct initial interviews with ACR executive leadership to obtain their perspectives, goals, and business outcomes for enhancing the customer experience.			
Deliverable(s)	<ul style="list-style-type: none">▪ CX Visioning Workshop and Materials▪ CX Visioning Workshop Outcomes and draft CX Vision Statement			
Time Frame	<ul style="list-style-type: none">▪ 3 weeks			
Delivery Assumptions	<ul style="list-style-type: none">▪ 3 individual or group interviews with ACR leadership▪ One Visioning Workshop			
ACR Participants	<ul style="list-style-type: none">▪ To be identified by ACR			
ACR Responsibilities	<ul style="list-style-type: none">▪ Identify ACR participants and schedule Visioning Workshop.▪ Participate in Visioning Workshop.▪ Review and provide comments on CX Vision Statement.			

Sprint 1: Confirm ACR Customer Experience Vision Illustrative Deliverables

Sample CX Vision for State Agency

State A CX Vision Statement

Deliver customer-centric business, fast and efficient services that are accessible, easy to use, and make people feel valued and heard.

State A Mission Statement

Create WYSOS to develop and diversify the state's business community through convenient, transparent online/offline services.

Focus Areas

- Customer-Centricity & Experience
- Employee Environment, Training & Development
- Simplified Processes
- Multi-Channel Self-Service
- Integrated, Seamless Systems

Live Polling Results – Visioning Workshop

What Does a Great Customer Experience Mean to State A?

Intuitive Self-Reliable Service Help Tools

Great Attitude, Empathetic Streamlined Process Shorter Wait Times

Requirements / Service as the "Cornerstone for the Office"

Employee Pride in Work Engaged Employees

Virtual Workshop (City of Los Angeles)



Relevant Trends / Case Studies for Visioning Workshop

What a "Good" "Great" Customer Experience looks like in Australia

Vision 2025: To deliver world-leading digital services for the benefit of all Australians

Contact Center Improvements

Self-Service Options

Interactive Kiosks

Multi-Channel Experience

Three strategic priorities

Change to offer frequent, fast and efficient services that are accessible, easy to use, and make people feel valued and heard.

Government that's ready to deal with you

What's going to change for business owners?

Government that's informed by you

Government that's fit for the digital age

Business-as-usual

Sprint 2: Evaluate Current Digital Channels & Assess CX Capabilities

Review current CX management maturity and customer interactions

Objective	Deliverable(s)	Sprint 0	Sprint 1	Sprint 2	Sprint 3
<ul style="list-style-type: none">Leverage the Total Experience Framework to obtain an understanding of how ACR manages the customer experience today and the key customer interactions that must be improved	<ul style="list-style-type: none">CX Management Maturity Assessment ReportInterview and Observation Session FindingsCX Technologies Review				
Activities Performed by Gartner					
<ul style="list-style-type: none">Prepare interview guide and facilitate interviews to obtain qualitative data.Work with ACR team to identify the customer interactions which the Gartner team should observe onsite (e.g., phone calls in contact center, lobby experience, etc.)	<ul style="list-style-type: none">Time Frame	<ul style="list-style-type: none">5 weeks			
<ul style="list-style-type: none">Conduct remote sessions with ACR staff to review customers' online experience and test available technologies (e.g., chat bot)Review usability and utility of existing channels (internal and external) from customer and employee perspectives	Delivery Assumptions	<ul style="list-style-type: none">8 – 10 interviews, including customersOne day of onsite observation sessions			
<ul style="list-style-type: none">Prepare for and conduct CX Management Maturity survey and obtain qualitative findings based on interviews with key stakeholders (6 – 8 interviews)	ACR Participants		<ul style="list-style-type: none">ACR Stakeholders (to be identified by ACR team)		
<ul style="list-style-type: none">Review current ACR's current CX-related technologies and systems and identify potential areas for customer experience improvements that can be addressed by optimizing technology investments (e.g., service center systems, CRM, etc.)	ACR Responsibilities	<ul style="list-style-type: none">Identify ACR interview participants and schedule interviews and observation sessionsReview and approve deliverables			

Sprint 2: Evaluate Current Digital Channels & Assess CX Capabilities Illustrative Deliverables (1 of 2)

Online Experience Analysis

Online portal referrals during business entity selection increases call volumes for issues that agents cannot resolve

New Business Checklist

Task	Notes	Next Step
Business Entity Selection	Customer can select business entity type (e.g., LLC, Corporation, etc.) and provide relevant information such as name, address, and industry.	Business Entity Selection
Address Verification	Customer can enter address details and select from dropdown suggestions to verify the address.	Address Verification
Document Upload	Customer can upload required documents such as proof of ownership or incorporation.	Document Upload
Review Application	Customer can review the application form and make any necessary edits before submission.	Review Application
Submit Application	Customer can submit the completed application for review.	Submit Application

Call Center Analysis

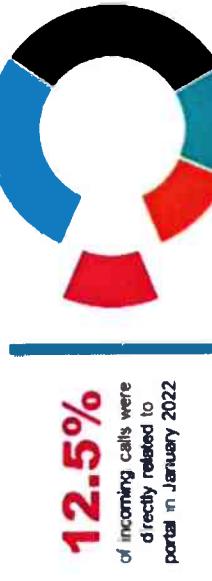
Call Center Observations

- The picture of the Avaya system with wait times based on Call Tree selection is what the Gartner Team observed on the phones the day of the observation.
- Currently, the phone is automatically pulled the longest queue first.
- Call assignment is available to be suspended so that certain call types can be assigned to certain agents, however it's functionality is not currently being utilized on the phone lines.
- This functionality is said to have been used previously.
- A similar informal process for specializing is utilized by the Call Center Supervisor when it comes to emails.

Sprint 0
Sprint 1
Sprint 2
Sprint 3

Opportunity Cost Analysis – Subpar Customer Experience

The Cost of Self-Service Abandonment for State A



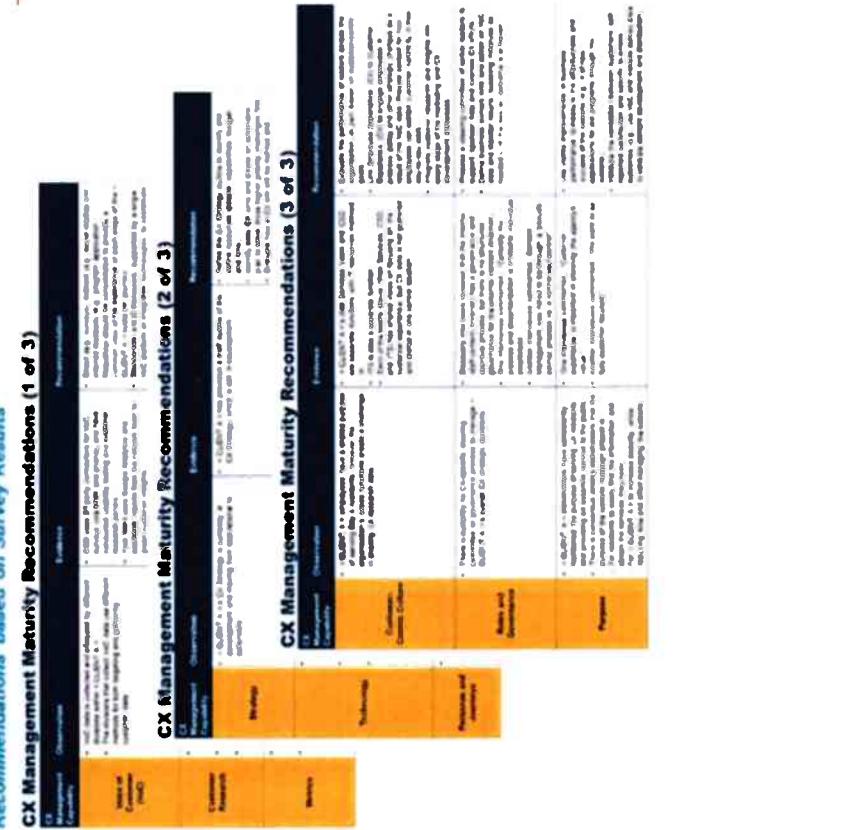
- 959 calls related to portal were reported in January of 2022, an average customer waited 31 minutes on hold. And spent approximately 5 minutes on the phone with the agent.
- If this data remained consistent for the remainder of 2022, the Call Center would have spent approximately 897 hours redelivering portal inquiries over the phone.
- Based on the 30-minute average wait time 32% of the self-service calls, a type of call which can typically contain in self-service. This occurs despite a 30-minute wait time.

Sprint 2: Evaluate Current Digital Channels & Assess CX Capabilities Illustrative Deliverables (2 of 2)

Summary Rating from CX Management Survey



Recommendations based on Survey Results



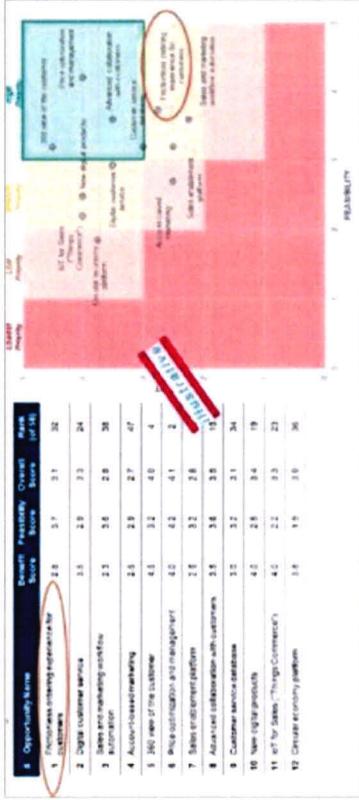
Sprint 3: Develop CX Transformation Roadmap

Identify capabilities, investments & initiatives needed to achieve CX vision

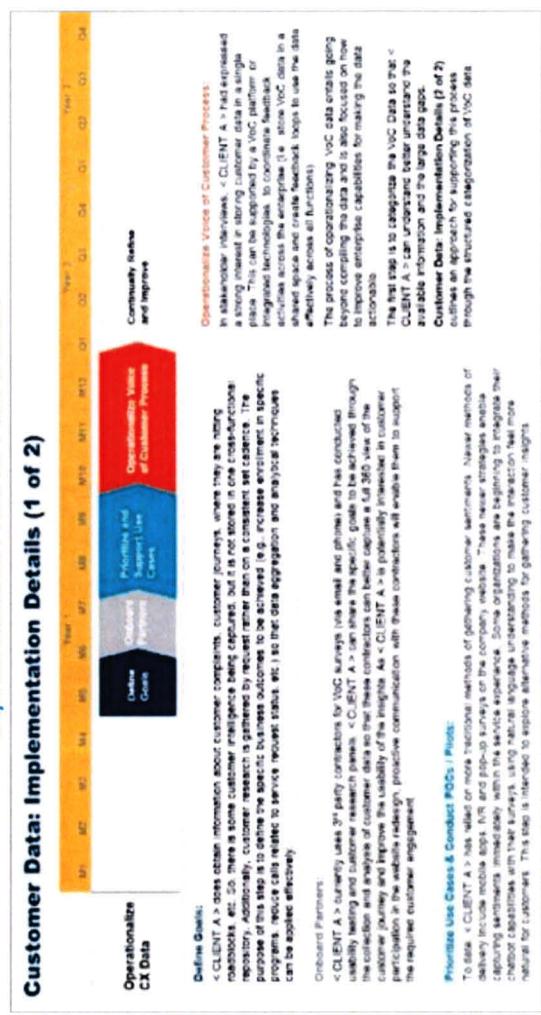
	Sprint 0	Sprint 1	Sprint 2	Sprint 3
Objective				
	▪ Identify the capabilities and people, process, and technology investments to be adopted by ACR team to achieve customer experience vision.			
Activities Performed by Gartner				
	▪ Review findings from Sprint 2 and identify opportunities for people, process, and technology investment – with a focus on exploring the use of automation, self-help tools, and digital tools / technologies such as chatbots.	▪ 8 – 12 decision-makers to participate in Sprint 3 activities	▪ One Prioritization Workshop	▪ One Executive Briefing
	▪ Define prioritization criteria and facilitate workshop to collaboratively stack-rank identified opportunities.	▪ ACR Stakeholders (to be identified by ACR team)		
	▪ Develop mini-charters for top 5 high-priority initiatives, including estimated resources and budget allocation.			
	▪ Summarize findings in a CX Transformation Roadmap that provides near-term initiatives and overarching initiatives spanning a 1-to-3-year horizon. The roadmap will include a high-level Gantt chart outlining the required implementation workstreams and descriptions for each workstream task.	▪ Identify ACR stakeholders for confirming prioritization criteria, participating in CX opportunities prioritization workshop, and reviewing final deliverable	▪ Review and approve CX Transformation Roadmap	▪ Schedule and organize Executive Briefing
	▪ Conduct briefing for County executives and ACR leadership.			

Sprint 3: Develop CX Transformation Roadmap Illustrative Deliverables

Improvement Opportunities Identification and Prioritization



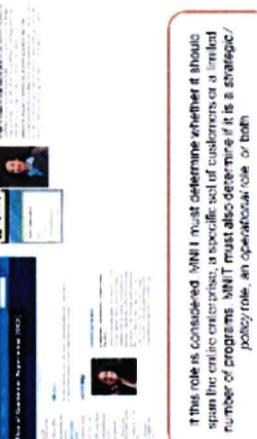
Implementation / Action Plan Details



CX Best Practice Recommendations

As the portfolio of CX initiatives grows, State B may consider the establishment of a senior role to oversee efforts and assure business outcomes

Chief Citizen Experience Officer



If this role is considered, what I must determine whether it should span the entire enterprise, a specific set of businesses or limited to a number of programs. What I must also determine is it is a strategic/policy role, an operational role, or both.

© 2022 Gartner, Inc. and/or its affiliates. All rights reserved.

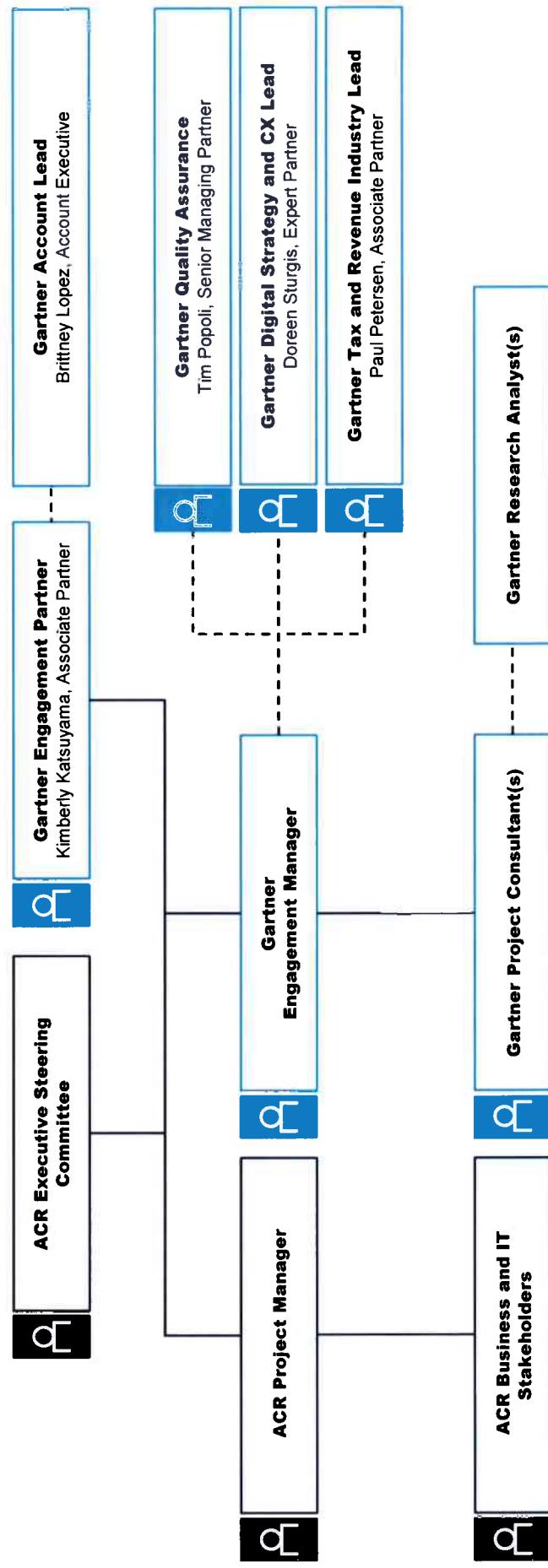
RESTRICTED | 330074380 | Version 2 | 21 June 2022

Gartner

Project Team Overview

Organization Chart

Gartner has created an organization structure for this engagement that ensures high-level sponsorship and quality assurance, strong day-to-day project management, a focused team of project consultants, and deep subject matter expertise.



Project Team Overview

Roles and Responsibilities

ACR Roles and Responsibilities	
ACR Executive Steering Committee	<ul style="list-style-type: none"> Provide overall guidance to project team on business needs Resolve escalated issues as needed Review and approve Gartner project deliverables Provide executive direction on business and technology priorities
ACR Project Manager	<ul style="list-style-type: none"> Approve priorities, plans and schedules Facilitate the scheduling of Gartner interviews and workshops Review and provide input into Gartner project deliverables Participate in project status meetings and working sessions Resolve or escalate issues that may arise
ACR Business and IT Stakeholders	<ul style="list-style-type: none"> Participate and engage in discovery activities, interviews and project workshops Review and provide input into Gartner project deliverables

Gartner Roles and Responsibilities	
Account Lead	<ul style="list-style-type: none"> Ensure that value delivered is seamlessly integrated with all Gartner services to ACR and that recommendations are actionable through ongoing Gartner services. Provide additional guidance and context so this engagement is aligned to, and advances, the mission-critical priorities of ACR.
Engagement Partner	<ul style="list-style-type: none"> Ensure that Gartner activities support ACR goals Build and maintain trusted relationship with ACR leadership Provide high-level oversight and resolve issues as necessary Ensure that the value delivered through this engagement is seamlessly integrated with all Gartner programs
Engagement Manager	<ul style="list-style-type: none"> Day-to-day management of engagement initiatives to ensure deliverables are completed on time and meet quality standards. Act as the primary point of contact for the Gartner team. Work closely with ACR to ensure that Gartner is meeting its needs.
Project Consultant(s)	<ul style="list-style-type: none"> Perform primary discovery and analysis activities for each project phase Synthesize and validate findings to develop recommendations leveraging the full breadth of Gartner expertise Create and present client deliverables Develop, facilitate and lead project workshops and working sessions
Digital Strategy / CX and Tax and Revenue Leads	<ul style="list-style-type: none"> Provide targeted guidance and best practices to team Lead domain-specific working sessions as needed Provide quality assurance review of Gartner project plan and Gartner deliverables throughout the engagement
Research Analysts	<ul style="list-style-type: none"> Support the core project team by providing context-sensitive perspective to issues specific to ACR Participate in analysis and review deliverables as needed
Quality Assurance	<ul style="list-style-type: none"> Provide quality assurance review of Gartner project plan and Gartner deliverables throughout the engagement

Assumptions Project Management and Control

A number of crucial activities are accomplished via Gartner's project management process, namely:



- Our project management process guides reporting, risk mitigation and engagement control throughout:
 - Weekly status meetings with ACR Project Manager and regular briefings to the Executive Steering Committee
 - Weekly status reports covering activities completed and planned, as well as issues and decisions and a project health dashboard
 - Gartner will be in constant communication with stakeholders to ensure full awareness of activities, the associated timeline and actions required to ensure efficient control of project change.

Assumptions

ACR's Participation

The deliverables, schedule and pricing in this Proposal are based on the following assumptions:

ACR's Participation

- ACR will designate a project manager to act as the primary point of contact for this engagement. ACR's project manager will be expected to work closely with the Gartner employees as needed and will: (a) approve priorities, detailed step plans and schedules; (b) facilitate the scheduling of Gartner interviews with appropriate client personnel; (c) notify Gartner in writing of any engagement or performance issues; and (d) assist in resolving issues that may arise.
- The work effort described in this Proposal assumes ACR's personnel are available to assist in the manner defined in this Proposal. If ACR's personnel are not available, a change of scope may be necessary.
- ACR will review and approve documents within five business days. If no formal approval or rejection is received within that time, the deliverable is considered to be accepted by ACR.
- ACR will schedule ACR's resources for engagement activities and provide meeting facilities as necessary.
- ACR's personnel will be available per the final project schedule.
- Gartner will formally capture feedback on your overall experience via our client survey. This allows us to quantify our performance on this engagement and to ensure a culture of continuous improvement of process and best practice.

Assumptions

Data Collection and Key Personnel

Data Collection

- The due diligence (as-is) data are reasonably available via interviews and documentation review.
- ACR will provide timely access to all appropriate personnel to be interviewed. These personnel will provide the data necessary to complete this engagement, answer questions, provide existing documentation and attend working sessions.
- Engagement pricing is based on the assumption that Gartner will conduct 10-12 interviews and 3-5 workshops over a period of 12 weeks and that ACR will arrange all sessions with ACR's personnel.

Key Personnel

- Upon signing of a contract, Gartner will identify named personnel as project team members with the appropriate skills and background to deliver fully on the undertakings defined in the Proposal.
- If unforeseen circumstances require the replacement of an associate on an engagement, Gartner will inform ACR as soon as reasonably possible and substitute appropriate associates with comparable skills.
- Gartner associates identified as Account Partners are not billed for as part of project pricing. Their guidance and support represent a significant value-add to the engagement.
- Where it is indicated in this Proposal, that a proposed team member is a sub-contractor to Gartner, ACR agrees to the inclusion of that individual as a member of the project team so long as the subcontractor is suitably qualified to provide the services. If such inclusion is not reasonably acceptable to ACR, Gartner will be informed at the earliest opportunity and requested to find an alternative team member.

Assumptions

Place of Performance and Deliverables

Place of Performance	Deliverables
<ul style="list-style-type: none">Gartner is fully committed both to the health of your team and ours, and the success of this engagement. The Gartner team is accustomed to working remotely, and will be flexible to work through any COVID-19 constraints.The team will rely on our technology capabilities and digital channels to enable seamless interaction and execution of the engagement. Microsoft Teams will be the primary tool for interviews, workshops and meetings.	<ul style="list-style-type: none">Any requests for additional information or resource (beyond the details described in the steps above) that are made by ACR will be considered a change in scope for this engagement and will be handled accordingly (see Changes to Scope section of this Proposal).All deliverables will be developed using Microsoft Office products (e.g., Word and PowerPoint).

Gartner Independence and Objectivity

Gartner Research and Gartner Consulting recommendations are produced independently by the Company's analysts and consultants, respectively, without the influence, review or approval of outside investors, shareholders or directors. For further information on the independence and integrity of Gartner Research, see "[Guiding Principles on Independence and Objectivity](#)" on our website, [gartner.com](#) or contact the Office of the Ombuds at ombuds@gartner.com or +1 203 316 3334.

Investment Summary

Fees and Expenses, Billing and Invoicing

	Task	Duration	Cost
1.	Confirm CX Vision	3 Weeks (Weeks 1-3)	\$43,710
2.	Evaluate Current Digital Channels & Assess CX Capabilities	5 Weeks (Weeks 3-7)	\$87,420
3.	Develop CX Transformation Roadmap	6 Weeks (Weeks 7-12)	\$87,420
Tasks Total		12 Weeks	\$218,550

Task-based Terms:

- The price is inclusive of all expenses including labor costs, employee benefits, profit, administrative processing, overhead and any other direct or indirect costs incurred by Gartner in the performance of the work. Pricing does not include any applicable taxes.
- Gartner will bill for the professional fees at the conclusion of each milestone upon ACR's acceptance of the deliverable(s) for that milestone. Note, ACR shall provide Gartner with notice of acceptance or non-acceptance within 5 days; provided however, if no response from ACR is received by Gartner within such period, then acceptance of the deliverable is assumed.
- All invoices are payable net 30 days from date of invoice. While we do not itemize billing for professional services, we agree and will comply with any reasonable requests for records substantiating our invoices.
- If Riverside County ACR requires a purchase order (PO), please specify the PO number in the Authorization section (page 24) and forward a copy of the PO with this agreement. Any preprinted terms on the PO that are in addition to or in contradiction of the terms of this agreement shall be inapplicable

Changes to Scope

- The scope of this engagement is defined by this Proposal. All ACR's requests for changes to the Proposal must be in writing and must set forth with specificity the requested changes. As soon as practicable, Gartner shall advise ACR of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to make an informed decision as to whether they will proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to Gartner commencing work.
- As used herein, "changes" are defined as work activities or work products not originally planned for or specifically defined by this Proposal. By way of example and not limitation, changes may include the following:
 - Any activities not specifically set forth in this Proposal.
 - Providing or developing any deliverables not specifically set forth in this Proposal.
 - Any change in the respective responsibilities of Gartner and ACR, including any reallocation or any changes in engagement or project manager staffing.
 - Any rework of completed activities or accepted deliverables.
 - Any investigative work to determine the cost or other impact of changes requested by ACR.
 - Any additional work caused by a change in the assumptions set forth in this Proposal.
 - Any delays in deliverable caused by modification of acceptance criteria in this Proposal.
 - Any changes to Research Analysts' time or resources.

Authorization

Gartner requires a signature on the SOW to place Client's order. To the extent, Client's practices are to request Services automatically via Purchase Orders, the Purchase Order will be considered as a valid and binding confirmation without a written signature. Any pre-printed or additional contract terms included on the Purchase Order shall be inapplicable and of no force or effect.

- When signed by Gartner Inc. and Riverside County ACR, this Proposal is incorporated in and governed by the County of Riverside professional service agreement with Gartner, Inc. (Contract ID # ASARC-96258-001-06/23). These two documents (the Proposal and governing terms) set forth the relationship between the parties for this engagement.
- This Proposal may be modified at any time provided such changes (i) are agreed by the parties in writing and (ii) where applicable, are in accordance with the Change to Scope provision.
- The Proposal is valid for 60 days from 21 June 2022.

SUBMITTED ON BEHALF OF Gartner, Inc.



SIGNATURE

Tim Popoli, Senior Managing Partner

PRINT NAME AND TITLE

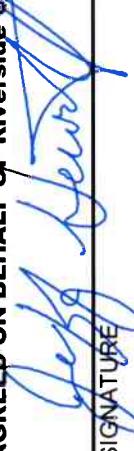
June 21, 2022

DATE

IF USING A DIGITAL SIGNATURE, PLEASE CONFIRM THE FOLLOWING AS A CONDITION OF CONTRACT EXECUTION:

By ticking this box, I agree that by affixing my digital signature hereunder I am attesting that: (i) this is my own personal legal signature; and (ii) I am a duly authorized signatory for my company. My signature verifies that the information provided to Gartner hereunder is subscribed by me, under penalty of false statement and material breach of contract.

AGREED ON BEHALF OF Riverside County Assessor-County Clerk-Recorder



SIGNATURE

JEFF HEWITT

CHAIR, BOARD OF SUPERVISORS

PRINT NAME AND TITLE

JUL 26 2022

DATE

PO NUMBER (if applicable)



ATTEST:


KECIA R. HARPER
By 
DEPUTY

Contacts

Gartner

Tim Popoli
Senior Managing Partner
Gartner Consulting
Phone: 415-519-5330
Email: tim.popoli@gartner.com

Gartner

Kimberly Katsuyama
Associate Partner
Gartner Consulting
310-270-7971
kimberly.katsuyama@gartner.com

Gartner

Brittney Lopez
Account Executive
Gartner, Inc.
951-553-0899
brittney.lopez@gartner.com

Gartner

Doreen Sturgis
Expert Partner, Digital Business and IT
Gartner Consulting
818-642-7378
doreen.sturgis@gartner.com

Gartner

Teddy Doyle
Consultant
Gartner Consulting
617-574-5190
teddy.doyle@gartner.com

Gartner

Appendix A: About Gartner

Gartner Consulting puts Gartner Research into action to address client-specific most critical priorities

- Founded in 1979, Gartner delivers **actionable, objective insight** to executives and their teams
- **Nearly 16,000** associates in 90+ offices around the world
 - **40+** consecutive quarters of double-digit growth, \$4.1B revenue in 2020
 - Deep global insight into every major business function with **2,150+ experts** conducting **490,000+** one-to-one client interactions annually
 - **750+ consultants** performing 2,100+ technology-driven strategic consulting and contract optimization engagements annually with executives and their teams ,through our Consulting business



- More than **14,000** client enterprises in more than **100** countries
 - **Executives and their teams** across all enterprise functions in every industry around the world
 - Enterprises large and small, in public and private sectors, including **76% of the Global 500**, of which Gartner is also a member

Clients we serve

*SEC-reported data as of 31 December 2020. Other data collected between then and 15 March 2021.

Gartner brings highly differentiated research and consulting services to help ACR achieve its customer experience aspirations

Dedicated Industry Experts & Practices

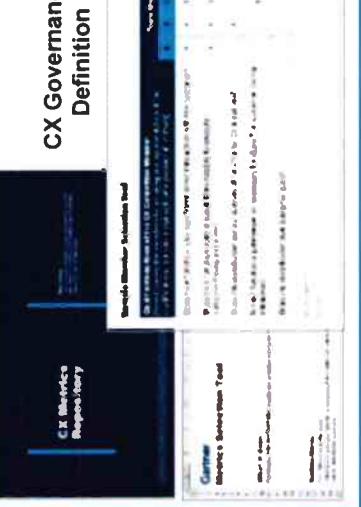


- Tax and Revenue Industry Service Line**
- Consulting Practices:**
 - Digital Business & IT (CX)
 - Infrastructure, Platforms & Operations
 - Market & Growth Strategy
- Consulting Capabilities and Methodologies**
 - Application Strategy
 - Data Analytics
 - Digital Business & IT
 - Digital Talent and Organization
 - Custom Benchmarking
 - Infrastructure Platforms and Operations
 - Market Analytics
 - Sourcing and Vendor Ecosystems
 - Security
 - Contract Optimization
 - Program Design, Management and Support

Trusted Global Technology Research / Vendor Insights



Proven Frameworks, Tools, & Project Accelerators



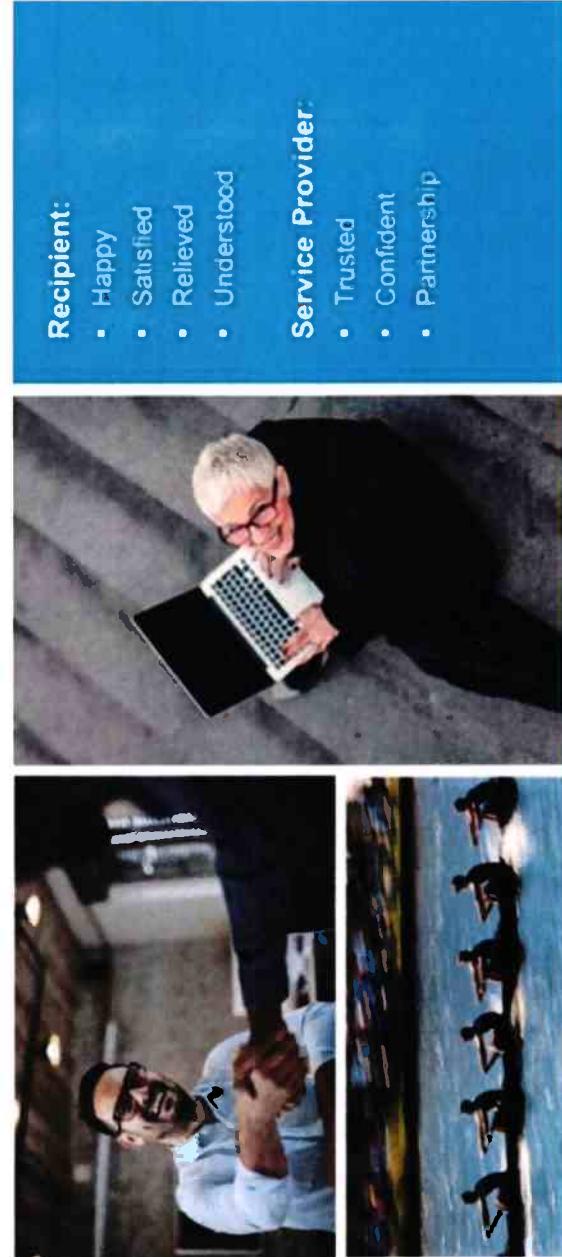


Appendix B: Gartner CX Point-of- View

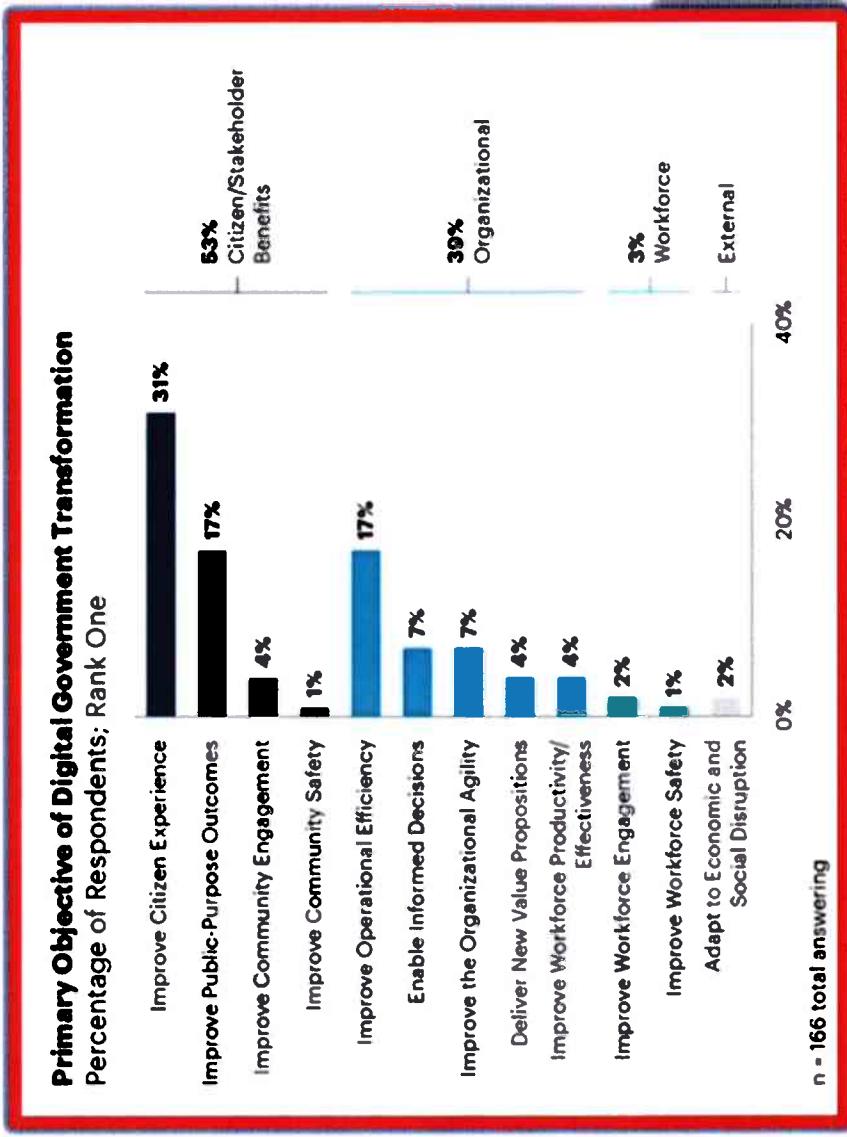
Gartner's definition of the Customer Experience in Government

The Customer Experience =
sum total of all the interactions each resident, business, and
stakeholder has with your government

A positive experience is the outcome from designing and delivering services
that are easy to use, personalized and built for the digital age.



The Customer Experience is rapidly emerging as the key business driver for government transformation



Gartner's CX Consulting Approach is to bring best practices and insights to our clients regardless of industry

EMERITUS SERVICES

Why government technologists love the Domino's pizza tracker



Written by [Brett Jensen](#) | June 21, 2021 | 5 MIN READ

As a native Chicagoan, Scott Jensen has some opinions on pizza. The former director of the Rhode Island Department of Labor and Training grew up partial to a local purveyor of deep pan and crispy thin-crust pies.

But one night in spring 2020, flummoxed by the COVID-19 pandemic's overwhelming of the unemployment insurance system he ran — and far from the Midwest — Jensen ordered from a brand more associated with stoned college kids: Domino's. At the time, about 200,000 Rhode Islanders had lost their jobs due to the early waves of the pandemic, and as in nearly every other state, the [unemployment insurance system was breaking under the stress of record-breaking demand and limited processing capacity](#).

Domino's Total Experience Opportunities



CX Give customers easier access to placing and tracking orders



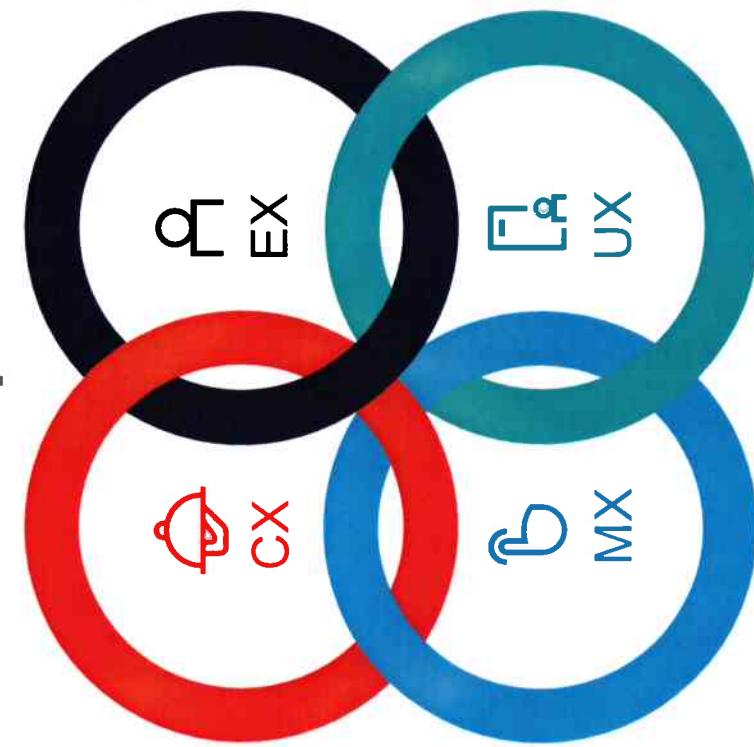
EX Reduce potential errors in order taking, increase visibility to demand management



UX Design intuitive interface for faster orders. Streamline payments and simplify ordering

A great customer experience is achieved through tight integration across four perspectives

Total Experience



Customer Experience (CX)

Reduce friction and support customers through a friendlier user interface, more options to communicate, and 360° data.

Employee Experience (EX)

Provide the tools, processes and capabilities to empower employees to meet customers' needs.

Multi-Experience (MX)

Deliver better experiences with a seamless interface across multiple touchpoints and modalities: voice, mobile, no-touch, etc.

User Experience (UX)

Provide an effortless, more intuitive journey in less time and across multiple communication channels.

Source: Gartner

RESTRICTED | 330074380 | Version 2 | 21 June 2022

Gartner helps organizations understand how to manage the customer experience as a core competency

We include recommendations related to vision, strategy, key performance indicators, technology investments, and organizational structure and processes

Gartner Customer Experience (CX) Management Framework



Example Engagement: State of Minnesota

Enable Central IT to deliver a frictionless experience to State Agencies

Total Experience

Customer Experience (CX)

Understand customer expectations and experience through **surveys, visioning workshops, and stakeholder interviews**



Employee Experience (EX)

Understand tools, processes and capabilities of customer-facing employees, including the **Help Desk**



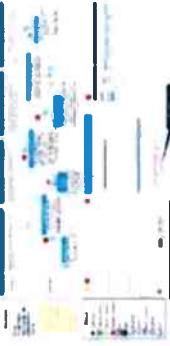
Multi-Experience (MX)

Review usability of key customer-facing channels, with an in-depth review of the **Service Catalog**



User Experience (UX)

Map key user journeys to identify pain points and potential improvement areas

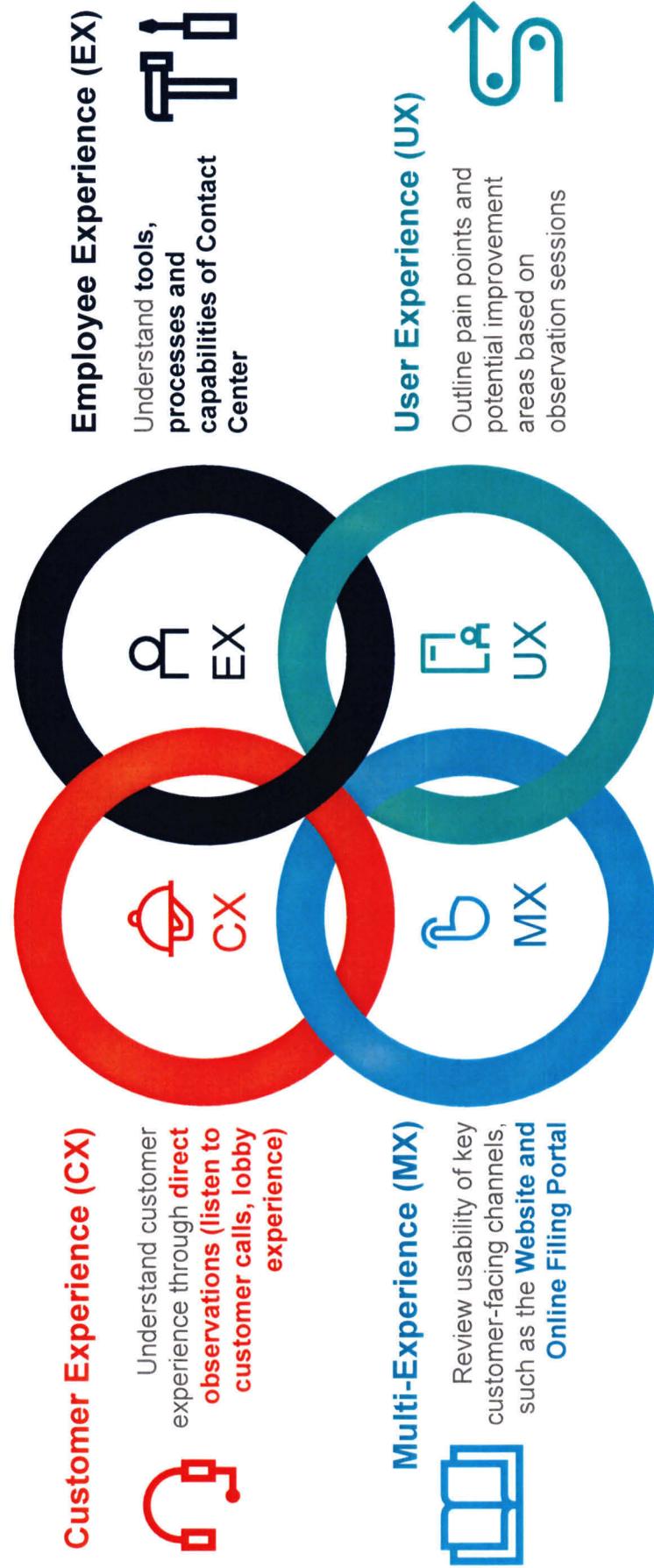


Source: Gartner

Example Engagement: State of Nevada

Identify CX improvement areas for State contact center

Total Experience



Source: Gartner

Relevant Gartner Research Notes

Gartner Consulting extends Gartner Research to deliver actionable, objective insight to executives and their teams, as needed, throughout the engagement. Following is a small sample of recent Gartner research notes that are relevant to ACR's initiative.

Research Note Title	Author(s)/Analyst(s)	Date	Research ID
Top Trends in Government for 2022: Total Experience	Apeksha Kaushik, Arthur Mickoleit, Daniel Snyder	18 January 2022	G00760928
IT Score for Customer Experience	Ed Thompson, Michael Chiu, Don Scheibenreif	19 April 2021	G00741461
Customer Experience Primer for 2022	Augie Ray, Leah Leachman	4 February 2022	G00759038