

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



ITEM: 3.15
(ID # 22218)

MEETING DATE:

Tuesday, August 01, 2023

FROM : ASSESSOR-COUNTY-CLERK-RECORDER:

SUBJECT: ASSESSOR-COUNTY CLERK-RECORDER: Ratify the Professional Services Agreement with Spatialest, Inc., an out of state corporation, for Community and Community Mobile, without seeking competitive bids, for \$154,350, with option to renew for two (2) additional three (3) year periods. All Districts. [Total cost \$463,050, 100% Department Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the three (3) year Professional Services Agreement with Spatialest, Inc. for Community and Community Mobile, without seeking competitive bids, for \$154,350, from June 1, 2023, through May 31, 2026, with the option to renew for two (2) additional three (3) year periods for a total of \$463,050 and authorize the Chairman of the Board to sign the Professional Services Agreement on behalf of the County; 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: (a) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement and (b) sign amendments to the compensation provisions that do not exceed fifteen percent (15%) of the total annual cost of the contract.

ACTION:

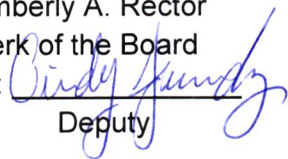

Douglas Cady, Assistant Assessor County Clerk Recorder 7/17/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez
Nays: None
Absent: None
Date: August 1, 2023
xc: Assessor

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$51,450	\$51,450	\$463,050	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Departmental Funds			Budget Adjustment: No	
			For Fiscal Year: 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Spatialest Inc. has developed a custom suite of software solutions for the Assessment Industry that help evaluate, manage, and share property data. Spatialest's Community is an online toolset that provides a powerful dashboard of information based upon a map interface, making customized searches of county information possible and providing access to information in an intuitive, user-friendly, map-based environment.

Spatialest's out-of-the-box Community Platform allows the Assessor-County Clerk-Recorder (ACR) to provide a map-based visual method of reviewing data from a variety of sources within a single, coherent, analytical, decision support system. It assists with removing data silos thereby improving access to data and engagement for government agencies and the citizens alike. Services include:

1. **Community Rationale:** Usage of maps, visualization tools, and dashboards allow users to better understand or explain things or relationships, share information, collate disparate data, improve decision making, and better engage with Citizens. The powerful online map-based toolset provides the ability to consider patterns and trends in geographic-based data.
2. **Currency:** Community consumes data from a variety of streams. The solution is designed to manage and maintain these streams facilitating upload of near real-time data. This level of temporal accuracy allows for ongoing project review, periodic reporting, and assessment.
3. **Areas of Application:** With Community, any data with a locational element can be consumed and displayed. The use of Community helps the ACR establish a system of transparency and promote citizen engagement by providing publication of and centralized access to data for everyone, encouraging entrepreneurial activities and empowering and encouraging C2G (Citizen to Government) interaction.

Impact on Residents and Businesses

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

Community Platform allows the Assessor-County Clerk Recorder a superior visual method of reviewing data from a variety of sources within a single, coherent, analytical, decision support system. It assists with moving the data silos, thereby improving access to data and engagement for government agencies and the citizens alike.

Additional Fiscal Information

The Professional Services Agreement for Spatialest Inc. should not exceed \$51,450 per year. This amount has been budgeted by the ACR.

Contract History and Price Reasonableness

In June of 2020 the Department sought approval, and was approved under SSJ 132203462, for the initial use of the custom suite of software solutions. The original period of performance was for a three-year term through May 31, 2023. The department now wishes to extend the period of performance is from 6/1/2023 – 05/31/2026, with the option to renew for two (2) additional three (3) year periods. Spatialest Inc. has developed a custom suite of software solutions for the Assessment Industry that help evaluate, manage, and share property data. Spatialest's Community is an online toolset that provides a powerful dashboard of information based upon a map interface, making customized searches of county information possible and providing access to information in an intuitive, user-friendly, map-based environment.

Attachments

- | | |
|---------------|--|
| Attachment A. | Spatialest Inc Professional Services Agreement |
| Attachment B. | Sole Source Justification |
| Attachment C. | Spatialest Sole Source Letter |
| Attachment D. | H-11 |



Meghan Hahn, Deputy Director of Procurement 7/20/2023



Dolores Reyna, Principal Management Analyst 7/24/2023



Jim Smith, Chief Information Officer 7/24/2023



Aaron Gettis, Deputy County Counsel 7/20/2023

PROFESSIONAL SERVICE AGREEMENT

for

COMMUNITY PLATFORM

between

COUNTY OF RIVERSIDE

and

SPATIALEST, INC.



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This Agreement, made and entered into this 1st day of June, 2023, by and between Spatialest, 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, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, and Attachment I to the Agreement.

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 B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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

2. Period of Performance

2.1 This Agreement shall be effective upon June 1, 2023 ("Effective Date") and continue in effect through May 31, 2026, unless terminated earlier. The Period of Performance may be renewed for two (2) additional three (3) year periods by written amendments. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed Fifty-One Thousand Four Hundred Fifty Dollars (\$51,450) annually, including all travel and related expenses, which shall only be incurred upon request of and with approval of the COUNTY. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 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

ACR-AccountsPayable@asrclkrec.com

ACR-Procurement@asrclkrec.com

- 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-92045-001-05/32; 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 their 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 limited to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

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

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

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

8. Inspection of Service; Quality Control/Assurance

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

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

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors, collectively referred to herein as "Covered Individuals") 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. § 12101 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.

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
PO Box 751
Riverside, CA 92502

CONTRACTOR

Spatialest Inc.
Attn: Ashley Moore
15270 Brixham Hill Ave., Suite 300
Charlotte, NC 28277

19. Force Majeure

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

20. EDD Reporting Requirements

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

21. Hold Harmless/Indemnification

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

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

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

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

22. Insurance

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

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits

not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$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. General Insurance Provisions - All lines:

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

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

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all

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

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

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

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

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

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

23. General

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

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

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

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

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

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

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

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

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

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

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

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

23.13 Each Party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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: [Signature]
Kevin Jeffries, Chair
Board of Supervisors

Dated: 8/1/23

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Braden Holly
Deputy County Counsel

SPATIALEST, INC., a Delaware Corporation

By: [Signature]
Ashley Moore
Chief Executive Officer

Dated: 8/7/2023 | 11:12 AM BST

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: _____
Kevin Jeffries, Chair
Board of Supervisors

Dated: _____

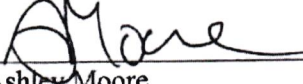
ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Braden Holly
Deputy County Counsel

SPATIALEST, INC., a Delaware Corporation

By:  _____
Ashley Moore
Chief Executive Officer

Dated: 6.22.23

EXHIBIT A

SCOPE OF SERVICES

Assessor-County Clerk-Recorder is purchasing from Spatialest, Inc., Software Licensing for the use of Community and Community Mobile. Community is a central data hub that creates a powerful dashboard of information and makes customized searches for County information possible.

The Community Platform will allow the Assessor-County Clerk-Recorder a superior, visual method of reviewing data from a variety of sources within a single, coherent, analytical, decision support system. It will assist with improving access to data and the provision of County services.

1.

1.1 Data Supply

COUNTY will supply a series of tables from the CAMA (Property Assessment System) database to contain all relevant property information and characteristics for subsequent population of the Spatialest Community solution, including, but not limited to, information for Land, Buildings, Additional, Sales, Assessed Values, and Location ("Data").

County shall upload the Data to the secure FTP CONTRACT'S site and retain the same name, formatting, fieldnames, and similar identifying information, to facilitate automatic uploads.

COUNTY will provide a "Main Table" or other documentation which includes all key ID information and can be used to join data from any other tables.

Timeframes in the Exhibit A, Scope of Services are measured after the successful receipt of relevant data and metadata.

1.2 Tables

COUNTY will provide a list of tables and their relationships as a guide to CONTRACTOR to populate the Community application with COUNTY data. Examples are presented below:

Primary/ Main Table: 1-1 relationship, this should contain attributes for the whole parcel (i.e.) TotalValue, TotalArea, District, Township etc., including the unique ID to identify the parcel that is shared with all other tables this is usually PropertyID/ AccountID or ParcelID

Land Table: 1-many relationship, each row should contain attributes for a single plot of land (i.e.) LandID, Area, Value

Sales Table: 1-many relationship, each row should contain attributes for a single sale (i.e.) SalePrice, SaleDate, Qualified, Grantor, Grantee

Building Table: 1-many relationship, each row should contain attributes for a single building (i.e.) BuildingID, Area, Value

Coordinate Data: 1-1 relationship. This data must contain the unique ID to join to Primary/ Main table. The X, Y coordinate values are extracted from the polygon from the shapefile. Any additional tables must contain the unique ID to join to Primary/ Main table.

1.3 Primary Table

Please indicate which is the primary table

1.4 Metadata

Please provide metadata for tables

1.5 Data Import

Please provide a query or similar logic to establish a flat format from the files detailed in earlier sections of this document.

1.6 Update

Please ensure that the script or similar that generates the data extract can be run nightly or at an agreed period to allow automated updates via FTP. COUNTY will work with CONTRACTOR to determine the updated frequency required and ensure that the scripts which generate the updates are pushing the relevant data to the FTP site.

1.7 GIS Data

COUNTY will supply copies of GIS layers as ESRI shapefiles or Web Services along with how the parcel information relates to the CAMA data. (Not applicable to Comper customers)

1.8 Images or Sketches

Images are retrieved and stored using AWS services. A sync command will be established on the clients' machine to sync any photos / sketches to the CONTRACTOR'S web service. Ideally the images are not stored in a deep folder structure and the filenames use an ID with a suffix if there are multiple.

Update and maintenance of this data is suggested nightly as 'change only' to obviate the need for passing huge datasets redundant data. Data format & field names should not change.

1.9 Data Examples

The following is an example of the standard type of data typically added to the Community solution, although this is merely illustrative. Clients may determine which datasets they wish to add.

Item	Description
CAMA Data	<ul style="list-style-type: none"> • Database requires an explanation of relationships between tables.
Sales Data	<ul style="list-style-type: none"> • All sales info with price, sales date and qualification code (Disqualified, not at arm's length, foreclosure or similar) of price range for color coding (e.g.) 0-150k, 150k - 300k, 300k+ • Provision of color ramp colors to use
GIS Data	<ul style="list-style-type: none"> • Parcel Layer • Explanation of any link from Parcel to CAMA data • Polygon layers for any data required for search (e.g.) Council Districts, Neighborhoods etc. • Optional - Client base map alternative WMS/ ESRI REST • Optional - Client provided aerial layer • Maximum 5 additional map layers provided by County. Layers must be in shapefile format or suitable WMS alternative. *

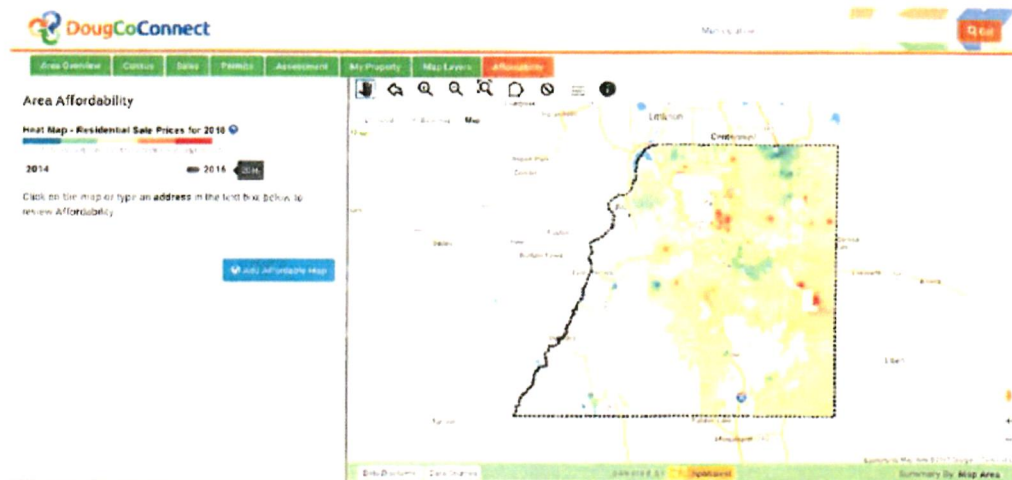
Permits	<ul style="list-style-type: none"> •Permits to include value and description •Identification of field name to use for aggregation (e.g.) Permit Type •Explanation of the relationships between a permit and a parcel •Identification of field required to color code permits by type or class •Provision of color ramp colors to use
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1.10 Other Data

CONTRACTOR will provide demographic data.

2. Data Representation

Additional data representation, such as Heat Maps, Affordability Indexes, Predictive measures, or similar forms of data representation can also be added to the site. The following example contains a slider bar heat map showing residential sales hotspots throughout the County over the last 3 years.



Access the site here: <http://community.spatiallest.com/co/douglas/#/Affordability>

3. Hosting and Support

3.1 Hosting

Standard deployment is based on hosting services through Spatiallest Inc.

3.2 Support & Maintenance

Maintenance Generally. Spatialest's Maintenance Services are provided only for the standard version of the Software/Subscription Services made generally available by Spatialest and do not apply to any custom software deliverables that may be provided by Spatialest to County as part of Professional Services.

Telephone Support. Spatialest technical support offers the County a single point of contact for all product support questions. The County will call the technical support hotline and the call coordinator will work to address County issues. Support is provided for the then-current and one prior Upgrade of the Software. County shall at all times maintain two (2) appropriately qualified persons as its designated support representatives and keep Spatialest informed of their identities. Support calls to Spatialest shall be routed through such representatives.

Response/Resolution Times. Spatialest's shall use commercially reasonable efforts to respond to and resolve the Priority Levels set out below in the time periods described below, provided that classification of any problem among Priority Levels shall be reasonably in accordance with the definitions specified below which shall be determined by Spatialest in its reasonable discretion:

Priority Level	Description
1	The Software/Subscription Services is down and cannot be accessed
2	The Software/Subscription Services is running but substantial errors occur
3	Errors in the Software/Subscription Services affect users' ability to benefit fully from it
4	The Software/Subscription Services display some minor errors

The following target response and resolution times are applied:

Priority Level	Target Initial response	Target for Temporary Fix or workaround
1	Within 5 Business Hours	Within 1 Business Day
2	Within 1 Business Day	Within 2 Business Days
3	Within 1 Business Day	Within 3 Business Days
4	Within 2 Business Days	Within 5 Business Days, unless otherwise indicated in response

A business day is a 24-hour span except during weekends and Spatialest recognized holidays.

The fix and workaround times apply only if the person that has submitted the support request can be contacted by e-mail or telephone without delay during the resolution phase.

Maintenance. Updates and Upgrades will be provided to COUNTY during a License Term, upon a request by COUNTY. Spatialest reserves the right to address defects in the next release of the Software or Subscription Services (as applicable). Spatialest will not be responsible to provide service or support when the problem is the result of faulty hardware or software that (i) Spatialest did not provide or (ii) Spatialest has not contracted with COUNTY to support under this Agreement. Spatialest reserves the right to bill COUNTY for such non-supported service at Spatialest's standard time and material charges for services that fulfill these criteria. Maintenance services are not on-site services. If COUNTY needs or desires on-site maintenance services, such services are available at Spatialest's standard Professional Services time and material charges.

For purposes of the foregoing, "Updates" mean interim releases of the Software incorporating standard maintenance, improvements, patches, error corrections and enhancements that are provided by Spatialest to COUNTY who are covered by Spatialest's Services. Updates are designated by all digit(s) to the right of the decimal point (e.g., 3.x.x), and the content and timing of all Updates shall be decided upon by Spatialest in its sole discretion and "Upgrades" mean full product releases of the Software, which contain substantial functional enhancements. Upgrades are also provided by Spatialest to COUNTY who are covered by Spatialest's Maintenance Services. Upgrades are designated by the digit to the left of the decimal point (e.g., x.0), and the content and timing of all Upgrades shall be decided by Spatialest in its sole discretion. Upgrades do not include any products that are marketed and priced separately by Spatialest or which Spatialest does not make available to its COUNTY who are covered by Spatialest's Maintenance Services.

Maintenance Services Warranty. Spatialest warrants that all Maintenance Services will be provided with reasonable skill and care conforming to generally accepted industry standards. If the Maintenance Services are not performed as warranted, then, only upon COUNTY'S written request within five (5) days from the date of delivery of such Maintenance Services, Spatialest shall promptly re-perform, or cause to be re-performed, such Maintenance Services, at no additional charge to COUNTY. Such re-performance shall be COUNTY'S exclusive remedy and Spatialest's sole liability for any such non-performance.

For clarity, items 3 and 4 in the table below **are not included** as part of standard support and if desired, would require a statement of work with Spatialest, and the payment of separate fees.

Item	Activity	Description	Timescale	Cost(\$)
1	Support	Support and Maintenance of Community data hub as defined in Exhibit A	Service Level Agreement	Included with License Fee
2	Change Request	Change Request created by client	To be agreed but typically circa 2 weeks	To be agreed
3	Feature Request	New or additional functionality requested	To be agreed but typically 3 to 6 months	To be agreed

4. General Design

4.1 Header

COUNTY to supply a high-resolution image for use within the header section of the site

4.2 Logo

COUNTY to supply a high-resolution image of any logo or similar image for use within the site

4.3 Disclaimer

COUNTY to supply of Disclaimer text or similar.

4.4 Corporate Colors

COUNTY to supply an example of any colors or corporate colors that need to be applied.

4.5 Headline text and color scheme

COUNTY to supply a description, design, or similar sample of text, colors and font for use within the summary titles.

5. Tabs on the Community Data Hub site

The tabs can be arranged in any sequence required. COUNTY shall work with CONTRACTOR to determine the order in which the tabs should be placed and the relevant content for each.

Tab	Description
Area Overview	Area Overview: (e.g.) Sales Summary (For what period?) Permits by numbers (From which year?) Year on Year Growth with line graph ((From which year?)
Census	Data from which ACS Census tables: (e.g.) Population stats Income stats Labor stats Choropleth map for which tables: (e.g.) Income
Sales	Sales Summary: (e.g.) Sales by Year Sales by Type Sales by Value Range Show Sales Info (select sales, mouse over value & date) Export Sales Info?
Assessment	Assessment Summary (e.g.) My Assessment (Or whatever name you require)
Permits	Permits Summary Permits Charts Info

6. Timescale and Work Program

Task	Description	Responsibility	Timeframe
1	Data Extraction Assessor and/or IT Department to extract tables as described in Section 1 containing all the relevant property information and characteristics to facilitate subsequent analysis, review and similar. Supply of files to Spatialest FTP site Assessor and/or IT Department to facilitate the creation of these files as necessary to FTP site	Client	Weekly
2	Data Import & Review Review of data supplied as per #1	Spatialest	Weekly

7. Additional Terms

The County will have a non-exclusive, non-transferable Community and Community Mobile license to use any Deliverable or Work Product developed by CONTRACTOR in the performance of the Scope of Work and delivered to Customer, upon County's payment in full of all amounts due hereunder, solely for County's own use in connection with the Software or the Subscription Service. CONTRACTOR retains ownership of all information, software and other property owned by it prior to this Agreement or which it develops independently of this Agreement and all Work Product and Deliverables compiled or developed by Contractor in the performance of this Agreement. To the maximum extent permitted by applicable law, all such information shall be treated as Confidential Information of CONTRACTOR. CONTRACTOR may utilize any and all methods, computer software, know-how, or techniques related to programming and processing of data, developed by it while providing the services and may incorporate the work product and deliverables in future releases of any of its Software and Subscription Services.

Either party may request a change to a Scope of Work, and for such purpose shall submit to the other party a written notice ("Change Request") setting forth the requested change and the reason for such request. Within five (5) business days (or such other period of time as agreed by the parties) after the receipt of such Change Request, the parties shall discuss the necessity, desirability and/or acceptability of the Change Request. When and if both parties have agreed in writing upon the changes, and any resulting change in the estimated fees and/or timeline for the project, the parties shall complete and execute a new Scope of Work.

CONTRACTOR shall have sole discretion regarding staffing for the services, including the assignment or reassignment of its services personnel. In addition, Contractor may, at its sole responsibility, retain one or more sub-contractors to provide all or a portion of the services. Contractor shall be responsible for all actions of its subcontractors in the performance of this Agreement.

The COUNTY and its personnel (including third-party consultants) will (a) provide Contractor with reasonably requested and timely information, access, resources and approvals to assist Contractor with its provision of the services, and (b) will use diligent efforts to work with Contractor to ensure timely completion of the services (collectively, "Required Assistance"). The County acknowledges that the Required Assistance will require active collaboration. Failure of the County to provide Required Assistance may result in delays in the completion of services (which delays will not be Consultant's responsibility) and may require additional services and additional fees to correct issues. The COUNTY agrees and acknowledges that Contractor's ability to successfully complete the services is dependent on accurate and complete scoping of the integration and implementation effort required, and on the County's identification of non-standard requirements ("Scoping Information"). The County will promptly provide all relevant Scoping Information.

8. Project Management

ACR Project Manager: Krista Rovello
Email Address: krovello@asrcrkrec.com
Phone Number: 951-955-0340

Spatialest PM: Ashley Moore
Email Address: ashley.moore@spatialest.com
Phone Number: +44 (0)28 7034 2235

EXHIBIT B
PAYMENT PROVISIONS

A. Annual License Fee Schedule

Description	Fee	
Annual License Fee for Community and Community Mobile Software (June 2023 thru May 2028)	\$51,450.00	\$51,450.00
	Sales Tax	\$0.00
	Total	\$51,450.00

B. Payment

Item	Description
1	The Annual License fees will be billed as per the schedule above. All travel and expenses incurred in the US are billed at costs.
2	Payment due 30 days from receipt of invoice

ATTACHMENT 1
SPATIALEST SUPPLEMENTAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 Authorized Users means the categories of Users identified on the applicable Sales Order.

1.2 Content means text, images, documents, materials, and all other forms of data or communication.

1.3 COUNTY Content means all Content made available by COUNTY or its Authorized Users to CONTRACTOR for use in connection with the Subscription Services or generated by COUNTY via use of the Subscription Services.

1.4 CONTRACTOR Content means all Content made available by CONTRACTOR to COUNTY in connection with COUNTY's use of the Subscription Services.

1.5 Documentation means the documentation generally supplied by CONTRACTOR to assist COUNTY in the use of the Subscription Services, including user and system administrator guides and manuals and other written materials, including software functional specifications.

1.6 Losses means all claims, actions, proceedings, damages, losses, liabilities and expenses, including reasonable attorney fees.

1.7 Sales Order means each CONTRACTOR ordering document signed by duly authorized representatives of both Parties which references this Agreement, identifies the specific Software and/or Services ordered by COUNTY from CONTRACTOR, sets forth the prices for the Subscription Service and contains other applicable terms and conditions.

1.8 Services means Subscription Services as further described herein and in the applicable Sales Order and/or SOW.

1.9 Subscription Service means CONTRACTOR's proprietary web-based software programs.

1.10 Users mean individuals who are authorized by COUNTY to use the Services.

2. SERVICES

2.1 Subscription Services. Subject to the terms and conditions of this Agreement, and in consideration for the payment of fees for the Subscription Services set forth on the applicable Sales Order,

CONTRACTOR hereby grants to COUNTY, solely during the Subscription Period for the Subscription Services, a non-exclusive, non-transferable license to access and use the Subscription Services. This license is restricted to use by COUNTY and its Authorized Users and does not include the right to use the Subscription Services on behalf of any third party. COUNTY is responsible for procuring and maintaining the network connections that connect the COUNTY to the Subscription Services.

2.2 Indefinite Quantity. The parties acknowledge that this Agreement is an indefinite delivery/indefinite quantity ("IDIQ") contract, and the parties may execute multiple Sales Orders under this Agreement.

2.3 Modifications to Subscription Services. CONTRACTOR may make modifications to the Subscription Services or particular components of the Subscription Services from time to time provided that such modifications do not materially degrade any functionality or features of the Subscription Services.

2.4 COUNTY Content. COUNTY retains ownership of all right, title and interest in and to all COUNTY Content. During the term of this Agreement, COUNTY hereby grants to CONTRACTOR a limited, worldwide, non-exclusive, non-transferable (except as set forth in the Agreement), royalty-free right to use, display, transmit, and distribute the COUNTY Content solely as necessary to provide the Subscription Services to COUNTY. Upon termination of the Subscription Services, CONTRACTOR shall make such COUNTY Content available to COUNTY in a mutually agreed upon format. Notwithstanding the foregoing, COUNTY acknowledges and agrees that CONTRACTOR shall have the right to copy, use, distribute, and display any information, analysis, statistics and other data generated by the Subscription Services (or derived from COUNTY's use of the Subscription Services), including compilation of aggregated statistics about the Subscription Services; provided, however, that CONTRACTOR shall not publicly disclose or distribute any such data unless such data is in an aggregated form that would not permit a third party to identify the data as associated with COUNTY or any of its Authorized Users.

2.5 Subscription Service and CONTRACTOR Content. COUNTY acknowledges and agrees that as between CONTRACTOR and COUNTY, all right, title and interest in and to the Subscription Services and all derivatives thereof (including any and all patents, copyrights, trade secret rights, trademarks, trade names and other proprietary rights embodied therein or associated therewith) are and shall remain CONTRACTOR's or its licensors', and CONTRACTOR in no way conveys any right or interest in the Subscription Service other than a limited license to use it in accordance herewith. CONTRACTOR also retains ownership of all right, title and interest in and to all CONTRACTOR Content. During the term of this Agreement,

CONTRACTOR grants to COUNTY a limited, worldwide, non-exclusive, non-transferable, royalty-free right to use, display, transmit, and distribute the CONTRACTOR Content solely in connection with COUNTY's permitted use of the Subscription Services.

2.6 COUNTY Obligations. COUNTY is responsible for all activities conducted under its Authorized User logins and for its Authorized Users' compliance with this Agreement. Unauthorized use, resale, or commercial exploitation of the Subscription Services in any way is expressly prohibited. Without CONTRACTOR's express prior written consent in each instance, COUNTY shall not (and shall not allow any third party to): reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Subscription Services or access the Subscription Services in order to build a competitive product or service or copy any ideas, features, functions or graphics of the Subscription Services. Except as expressly permitted in this Agreement, COUNTY shall not copy, license, sell, transfer, make available, lease, time-share, distribute, or assign this license, the Subscription Services to any third-party. COUNTY shall be liable for any breach of this Agreement by any of its Authorized Users. In addition to CONTRACTOR's other remedies hereunder, CONTRACTOR reserves the right upon notice to COUNTY to terminate any Authorized User's right to access the Subscription Service if such Authorized User has violated any of the restrictions contained in this Agreement. COUNTY is solely responsible for all COUNTY Content. CONTRACTOR does not guarantee the accuracy, integrity or quality of such COUNTY Content. Neither COUNTY nor its Authorized Users shall use the Subscription Services to: (a) send, upload or otherwise transmit any COUNTY Content that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) upload or otherwise transmit, display or distribute any COUNTY Content that infringes any trademark, trade secret, copyright or other proprietary or intellectual property rights of any person ; (c) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (d) interfere with or disrupt the Subscription Services or networks connected to the Subscription Services; or (e) violate any applicable law or regulation.

3. CONFIDENTIALITY

3.1 Confidential Information. During the term of this Agreement , each Party will regard any information provided to it by the other Party and designated in writing as proprietary or confidential to be

confidential ("Confidential Information"). Confidential Information shall also include information which, to a reasonable person familiar with the disclosing Party's business and the industry in which it operates, is of a confidential or proprietary nature. The receiving Party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity except to a director, officer, employee, outside consultant, or advisor (collectively "Representatives") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving Party and who are bound by a duty of confidentiality no less protective of the disclosing Party's Confidential Information than this Agreement. The receiving Party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the disclosing Party. Each Party accepts responsibility for the actions of its Representatives and shall protect the other Party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. The Parties expressly agree that the Software and Services, and terms and pricing of this Agreement are Confidential Information. COUNTY further agrees that it shall not use the Software and Services for the purposes of conducting comparative analysis, evaluations or product benchmarks with respect to the Software and Services and will not publicly post any analysis or reviews of the Software and Services without CONTRACTOR's prior written approval. A receiving Party shall promptly notify the disclosing Party upon becoming aware of a breach or threatened breach hereunder and shall cooperate with any reasonable request of the disclosing Party in enforcing its rights.

3.2 Exclusions. Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the disclosing Party, without any obligation of confidentiality; (ii) becomes known to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information. The receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that it gives the disclosing Party reasonable prior written notice to permit the disclosing Party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

3.3 Injunctive Relief. Notwithstanding any other provision of this Agreement, both Parties

acknowledge that any use of the disclosing Party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing Party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both Parties agree that, in addition to any other remedy to which the disclosing Party may be entitled hereunder, at law or equity, the disclosing Party shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.

4. LIMITED WARRANTY

4.1 Subscription Services Warranty. CONTRACTOR warrants that during the Subscription Period, the Subscription Services will conform, in all material respects, with its Documentation. CONTRACTOR does not warrant that it will be able to correct all reported defects or that use of the Subscription Services will be uninterrupted or error free. CONTRACTOR makes no warranty regarding features or services provided by third parties. For any breach of the above warranty, CONTRACTOR will, at no additional cost to COUNTY , provide remedial services necessary to enable the Subscription Services to conform to the warranty. COUNTY will provide CONTRACTOR with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. The remedies set out in this subsection are COUNTY' s sole remedies for breach of the above warranty. Such warranty shall only apply if the Subscription Services has been utilized by COUNTY in accordance with the Sales Order and this Agreement. CONTRACTOR DOES NOT WARRANT THAT THE OVERALL SYSTEM THAT MAKES THE SUBSCRIPTION SERVICES AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND COUNTY' S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

4.2 No Other Warranty. CONTRACTOR DOES NOT REPRESENT THAT THE SERVICES WILL BE ERROR-FREE OR THAT THE SERVICES WILL MEET COUNTY'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES WILL BE CORRECTED. THE WARRANTIES STATED IN SECTION 4.1 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY CONTRACTOR. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED.

5. LIMITATION OF LIABILITY.

5.1 CONSEQUENTIAL DAMAGES WAIVER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOSS OF PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS AND COSTS, IN CONNECTION WITH THE PROVISION OF THE SOFTWARE AND SERVICES, OR THE PERFORMANCE OF ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF IT IS AWARE OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

5.2 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR CLAIMS AND DAMAGES RESULTING FROM A PARTY' S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY AND ALL CLAIMS AND DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED TWO TIMES THE FEES PAID BY COUNTY TO CONTRACTOR UNDER THE SALES ORDER FOR THE SOFTWARE AND SERVICES WHICH FORM THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

6. TERM

CONTRACTOR may terminate this Agreement or any Sales Order immediately in the event of a material breach of this Agreement or any such Sales Order by the COUNTY that is not cured within thirty (30) days of written notice thereof from CONTRACTOR. Within thirty (30) days following termination of any Sales Order for the Subscription Services or this Agreement, COUNTY may retrieve COUNTY Content in accordance with established and reasonable system access procedures. After such period, CONTRACTOR will have no further obligation to store and/or make available COUNTY Content and may delete the same.

7. OWNERSHIP

7.1 Ownership. The Services, Documentation, any copy, modification, or derivative made of any of the foregoing, and all rights therein, including but not limited to copyrights, patents, utility

models, industrial designs/design patents, registered and/or unregistered trademarks, trade secrets, and any other industrial rights, are owned exclusively by CONTRACTOR and/or its licensors. All rights not expressly granted to COUNTY in this Agreement are reserved to CONTRACTOR and its licensors. There are no implied rights. The Software and Services are licensed, not sold, and COUNTY does not acquire any ownership of the Services or other rights regarding, including but not limited to, copyrights, patents, utility models, industrial designs/design patents, registered and/or unregistered trademarks or any other industrial rights.



**PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

Assessor
(951) 955-6200

County Clerk-Recorder
(951) 486-7000
www.riversideacr.com
www.riversidetaxinfo.com

Mailing Address
P.O. Box 751
Riverside, CA 92502-0751

Date: May 15, 2023
From: Kan Wang, Assistant Assessor-County Clerk-Recorder
To: Purchasing Agent
Via: Ann Marie Ortega Foglio, Procurement Contract Specialist (951) 955-4929
Subject: Sole Source Procurement; Request for Community Platform licenses by Spatialest, Inc.

The below information is provided in support of my Department's request for approval of a Sole Source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*)

1. Supplier being requested: Spatialest, Inc.

2. Vendor ID: 236930

3. Single Source Sole Source
(*Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available*)

(*Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements*)

4. Have you previously requested and received approval for a sole or single source request for this vendor for your department? (*If yes, please provide the approved sole or single source number.*)

Yes **No**
SSJ# PO#20-0013692 Req#132203462 Submitted through RivCoPro on 6/10/20

4a. Was the request approved for a different project?

Yes **No**

5. Supply/Service being requested:

This request is for the purchase of Community Platform licenses by Spatialest, Inc. Community Platform is data aggregator designed to provide information to better educate and engage with property owners or key stakeholders.

6. Unique features of the supply/service being requested from this supplier:

Spatialest Inc. has developed a custom suite of software solutions for the Assessment Industry that help evaluate, manage and share property data. Spatialest's Community is an online toolset that provides a powerful dashboard of information based upon a map interface, making customized searches of county information possible and providing access to information in an intuitive, user-friendly, map-based environment.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

Spatialest's out-of-the-box Community Platform allows the Assessor-County Clerk-Recorder to provide a map-based visual method of reviewing data from a variety of sources within a single, coherent, analytical, decision support system. It assists with removing data silos thereby improving access to data and engagement for government agencies and the citizen alike.

Services include:

1. Community Rationale: Usage of maps, visualization tools, and dashboards allow users to better understand or explain things or relationships, share information, collate disparate data, improve decision making, and better engage with Citizens. The powerful online map-based toolset provides the ability to consider patterns and trends in geographic-based data.
2. Currency: Community consumes data from a variety of streams. The solution is designed to manage and maintain these streams facilitating upload of near real-time data. This level of temporal accuracy allows for ongoing project review, periodic reporting and assessment.
3. Areas of Application: With Community, any data with a locational element can be consumed and displayed. The use of Community helps ACR establish a system of transparency and promote citizen engagement by providing publication of and centralized access to data for everyone, encouraging entrepreneurial activities and empowering and encouraging C2G (Citizen to Government) interaction.

8. Period of Performance: From: 6/1/2023 to 5/31/2032

(total number of years)

Is this an annually renewable contract? No Yes

Is this a fixed-term agreement: No Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Costs Identified on Page 3

Description	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY28/29	FY 29/30	FY30/31	FY 31/32	Total
	6/1/23-5/31/24	6/1/24-5/31/25	6/1/25-5/31/26	6/1/26-5/31/27	6/1/27-5/31/28	6/1/28-5/31/29	6/1/29-5/31/30	6/1/30-5/31/31	6/1/31-5/31/32	
One-time Costs:	\$51,450	\$51,450	\$51,450	\$51,450	\$51,450	\$51,450	\$51,450	\$51,450	\$51,450	\$463,050
Ongoing Costs:										
Previous SSJ approved Amounts:	PO# 20-0013692	6/10/20	\$150,000							
Total Costs:	\$51,450	\$51,450	\$51,450	\$51,450	\$51,450	\$51,450	\$51,450	\$51,450	\$51,450	\$463,050

10. Price Reasonableness:

The previous three year's pricing for licensing with Spatalest was \$50,000 per year. The current pricing shows approximately 2.8% increase which is expected to hold for the next 3 years.

11. Projected Board of Supervisor Date (if applicable): 8/1/2023

(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

Department Head Signature
(or designee)

Print Name

Date

Douglas Cady

Douglas Cady

July 20, 2023

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Not to exceed:

One-time \$ _____

Annual Amount \$ 51,540 / per fiscal year through 5/31/28 (date)

(If Annual Amount Varies each FY) *Options to renew through 5/2032 with BOS approval.

FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____

Meghan Hahn
Purchasing Agent

7/20/23
Date

24-023
Approval Number
(Reference on Purchasing Documents)



Tracy Wamsley
Application Development Team Supervisor
Information Technology
401 Monticello Avenue, Suite 200
Norfolk, VA 23510

Spatialest
101 N. Woodland Blvd
Suite A304
Deland FL 32720

1 October 2018

info@spatialest.com
www.spatialest.com

Office: 617 418 4531

Dear Tracy,

Re: Spatialest Sole Source

Spatialest Inc has developed a custom suite of software solutions for the Assessment Industry that together help evaluate, manage and share property data. PRC is a one-stop property data search portal that allows citizens to quickly access data from multiple public records departments using the property appraiser as the central hub. Spatialest is a patented GIS based property valuation software solution using regression and comparable sales analysis. Comper helps validate or present assessment information, assists with appeal management and improves accessing and disseminating property information. Community is a central data hub that creates a powerful dashboard of information and makes customized searches of county information possible. The products can be purchased individually and built upon over time to complete the suite of integrated solutions. Spatialest Inc is a sole source provider of this suite of functionality.

Please contact me if you have any questions.

Best Regards,

A handwritten signature in black ink that reads "Ashley Moore".

Ashley Moore

CEO



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for Internal Use Only

REQUESTED PURCHASE:	SPACIALIST		
DEPARTMENT/AGENCY:	ASSESSOR-COUNTY CLERK-RECORDER		
CONTACT NAME/PHONE RAFAEL VERGARA / (951) 486-7078			
PURCHASE REQUEST:	<input type="checkbox"/> NEW EQUIPMENT/SERVICES	<input type="checkbox"/> UPGRADE	<input type="checkbox"/> REPLACEMENT
PURCHASE TYPE:	<input type="checkbox"/> PROFESSIONAL SERVICES	<input checked="" type="checkbox"/> SOFTWARE	<input type="checkbox"/> HARDWARE <input type="checkbox"/> RENEWAL
DESCRIBE REQUESTED PURCHASE	<p>This request is for the purchase of Community Platform licenses by Spatialest, Inc. Community Platform is data aggregator designed to provide information to better educate and engage with property owners or key stakeholders.</p> <p>Spatialest Inc. has developed a custom suite of software solutions for the Assessment Industry that help evaluate, manage and share property data. Spatialest's Community is an online toolset that provides a powerful dashboard of information based upon a map interface, making customized searches of county information possible and providing access to information in an intuitive, user-friendly, map-based environment.</p> <p>The ACR has used this on our public facing website for the past three years and are extending the agreement for three years, with an option to renew two additional three year periods.</p>		
BUSINESS NEEDS ADDRESSED	<p>Spatialest's out-of-the-box Community Platform allows the Assessor-County Clerk-Recorder to provide a map-based visual method of reviewing data from a variety of sources within a single, coherent, analytical, decision support system. It assists with removing data silos thereby improving access to data and engagement for government agencies and the citizen alike.</p> <p>Services include:</p> <ol style="list-style-type: none"> 1. Community Rationale: Usage of maps, visualization tools, and dashboards allow users to better understand or explain things or relationships, share information, collate disparate data, improve decision making, and better engage with Citizens. The powerful online map-based toolset provides the ability to consider patterns and trends in geographic-based data. 2. Currency: Community consumes data from a variety of streams. The solution is designed to manage and maintain these streams facilitating upload of near real-time data. This level of temporal accuracy allows for ongoing project review, periodic reporting and assessment. 3. Areas of Application: With Community, any data with a locational element can be consumed and displayed. The use of Community helps ACR establish a system of transparency and promote citizen engagement by providing publication of and centralized access to data for everyone, encouraging entrepreneurial activities and empowering and encouraging C2G (Citizen to Government) interaction. 		
ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY?	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> UNKNOWN
BUSINESS CRITICALITY	BUSINESS IMPACT (SELECT ALL THAT APPLY)		
<input checked="" type="checkbox"/> Run the business	<input checked="" type="checkbox"/> Support current operations		
<input type="checkbox"/> Grow the business	<input type="checkbox"/> Reduce Expenses		
<input type="checkbox"/> Transform the business	<input checked="" type="checkbox"/> Improve Customer Service		
	<input type="checkbox"/> Improve Operational Efficiencies		



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
 To be completed for all departmental purchases of IT systems, services or renewals

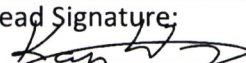
Tracking Number for
Internal Use Only

BUSINESS RISKS	Financial: None Operational: None Customer: None
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ALTERNATIVE SOLUTIONS	
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TRANSACTION	<input checked="" type="checkbox"/> Cash Purchase <input type="checkbox"/> Lease Purchase Lease Years: _____
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PURCHASE COSTS Hardware: \$ Software: \$51,450/year Labor: \$0 TOTAL COST: \$463,050 Is this Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	COST BENEFIT ANALYSIS			
		ALTERNATIVE STATUS QUO	ALTERNATIVE	ALTERNATIVE
	Current Annual Cost	N/A	N/A	N/A
	Ongoing Annual Cost	N/A	N/A	N/A
	Annual Cost Savings	N/A	N/A	N/A
	Net Annual Savings	N/A	N/A	N/A
	Project Implementation Cost	N/A	N/A	N/A
	Project Payback Period? yrs	N/A	N/A	N/A

Department Head Signature: 	Date: 6/6/23
Kan Wang Assistant ACR	

RCIT RECOMMENDATION – for purchases and renewals under \$100,000

Recommended: Yes No (Non-recommended requests submit to TSOC)

By:	Date:
Chief Information Officer Signature:	Date:

RCIT explanation for non-recommended requests:

TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals

Recommended: Yes No (In no, provide explanation below)

TSOC Chair Signature:	Date:
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TSOC explanation for denied requests:



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for
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