

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



**ITEM: 3.3
(ID # 24183)**

MEETING DATE:

Tuesday, March 05, 2024

FROM : EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Ratify and Approve the Master Service Agreement with GovInvest, Inc. to provide Software as a Service from June 14, 2023 through February 28, 2024 with annual automatic renewals ending on February 28, 2026 for an annual amount not to exceed \$202,262 plus an annual Consumer Price Index (CPI) increase of 3%. All Districts. [Total cost \$562,745 - 100% General Fund Contingency] 4/5 Vote Required

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Master Service Agreement with GovInvest, Inc. to provide Software as a Service from June 14, 2023 through February 28, 2024, with annual automatic renewals ending on February 28, 2026, for an annual amount not to exceed \$202,262 plus an annual Consumer Price Index (CPI) increase of 3%; and
2. Authorize the Chairman of Board to sign the documents on behalf of the County and direct the Clerk of the Board to return two (2) copies of the documents to the Executive Office for distribution; and,
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: (1) sign amendments to modify the statement of work that stays within the intent of the Agreement, and (2) sign amendments to the compensation provisions that do not exceed \$20,000 annually.
4. Approve and direct the Auditor-Controller to make the budget adjustment shown in Schedule A.


ACTION:4/5 Vote Required, Policy


Jeff Van Wagenen, County Executive Officer 2/29/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: March 5, 2024
xc: E. O.

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$322,845	\$202,262	\$562,750	\$202,262
NET COUNTY COST	\$322,845	\$202,262	\$525,107	\$202,262
SOURCE OF FUNDS: 100% General Fund Contingency			Budget Adjustment: Yes	
			For Fiscal Year: 23/24 – 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The request before the Board is for approval of the Master Service Agreement.

GovInvest addresses the challenges of labor cost analysis by leveraging technology that streamlines accurate pension and OPEB analysis, labor costing and live compensation modeling. Their cutting-edge data analytics platform empowers the County in labor negotiations and financial planning. This full-bodied tool provides Human Resources the confidence to navigate negotiations.

1. Confidence in Negotiations: Armed with accurate data and predictive models, executive management can confidently navigate negotiations. They can present evidence-backed proposals, anticipate counterarguments, and advocate for the County's best interests.
2. Human Resources Support: GovInvest provides Human Resources (HR) teams with a full-bodied tool and provides the benefits noted below during negotiations:
 - Data-Driven Insights: HR can analyze compensation trends, identify disparities, and propose equitable solutions.
 - Budget Alignment: HR is able to align personnel costs with the overall budget, ensuring fiscal responsibility.
 - Transparency: Transparent data-sharing fosters trust between HR and executive management.

GovInvest transforms the budget process by infusing it with data-driven decision-making, agility, and confidence. It empowers executive management to adapt swiftly, respond to changing dynamics, and secure favorable outcomes at the negotiations table.

Impact on Residents and Businesses

There is no negative impact on residents and businesses in the County of Riverside

GovInvest's platform allows the County to stay within industry standards by adjusting salaries or managing benefits to allow executive management the ability to explore different paths.

Additional Fiscal Information

In FY22/23 costs for Implementation and Labor Costing Module of \$37,638 were absorbed by the Executive Office budget. For FY 23/24, a budget adjustment of \$322,850 for Labor Costing

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includes \$126,475 from Year 1 and \$196,375 from Year 2 of the agreement. The ongoing cost next fiscal year is estimated at \$202,262 based on a 3% CPI increase.

One-Time Fees

Services	Fiscal Year	Cost	Absorbed by Department	FY 23/24 Budget Adjustment	Ongoing Cost
Costing Implementation	22/23	\$30,000.00	\$30,000.00	\$0.00	\$0.00

On-Going Costs

Services	Fiscal Year	Cost	Absorbed by Department	FY 23/24 Budget Adjustment	Ongoing Cost
Costing Module	22/23	\$134,112.33*	\$7,637.67	\$126,474.66	\$0.00
Costing Module	23/24	\$196,371.00	\$0.00	\$196,371.00	\$0.00
Costing Module	24/25	\$202,262.00**	\$0.00		\$202,262.00

Totals

Services	Fiscal Years	Cost	Absorbed by Department Budget	FY 23/24 Budget Adjustment	Ongoing Cost
Implementation and Module	22/23-24/25	\$562,745	\$37,637	\$322,845	\$202,262

*Costing Module cost for FY22/23 was prorated for an Annual Fee amount of \$189,000 for 8 ½ months of services.

**Costing Module cost for FY24/25 is an estimate due to annual fee increase of either 3% or Consumer Price Index (CPI).

Contract History and Price Reasonableness

The award of this Agreement was based on piggybacking off a contract that was competitively bid by the City of Cincinnati to source the agreement. The City's contract with GovInvest was for twelve (12) months with two (2) additional options to renew in twelve (12) month periods.

The County's agreement with GovInvest is for eight and one-half months with a prorated cost of \$164,112.33 with two automatic annual renewals with a built-in increase of either 3% or the year over year Consumer Price Index excluding food and energy. The first renewal period cost will be \$196,371 based on a CPI of 3.9%.

ATTACHMENTS:

ATTACHMENT A: MASTER SERVICE AGREEMENT WITH GOVINVEST, INC.

SCHEDULE A. BUDGET ADJUSTMENT

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Increase Appropriations:

10000-1100100000-525440	Professional Services	\$322,845
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Anticipated Use of Fund Balance:

10000-1100100000-370100	Unassigned Fund Balance	\$322,845
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Decrease Appropriations:

10000-1109000000-581000	Appropriations For Contingencies	\$322,845
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Anticipated Increase of Unassigned Fund Balance:

10000-1109000000-307100	Unassigned Fund Balance	\$322,845
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Evangelina Gregorio
Evangelina Gregorio 2/28/2024

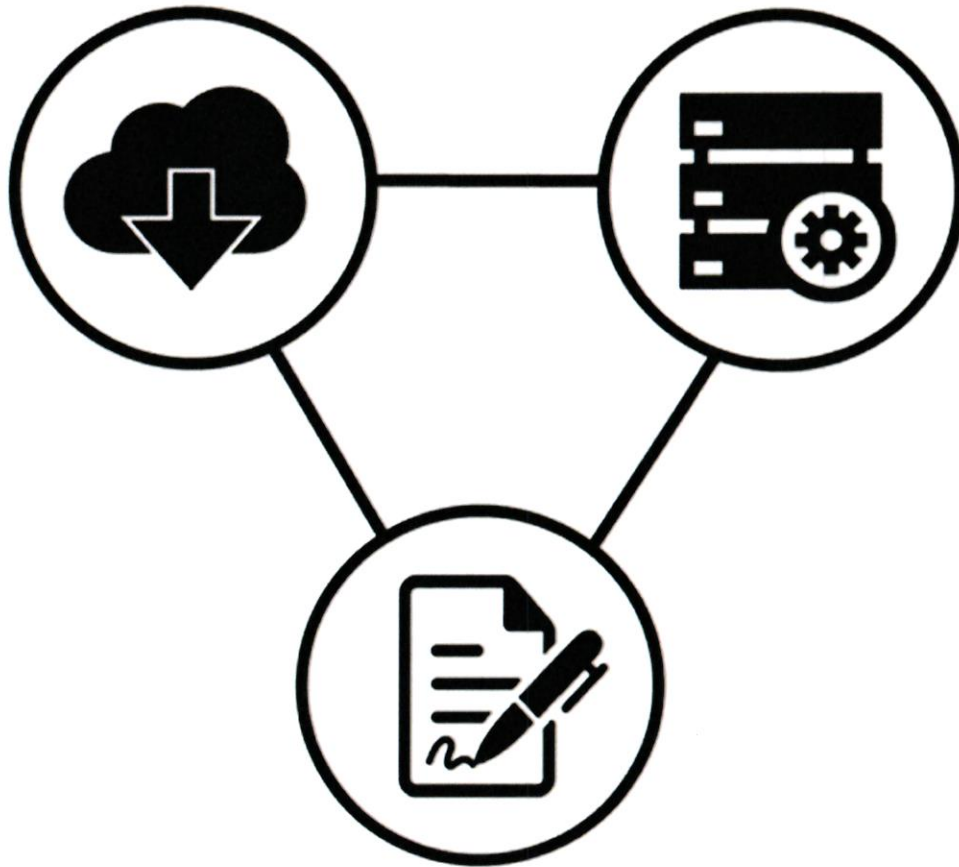
Meghan Hahn
Meghan Hahn, Director of Procurement 2/28/2024

Dave Rogers
Dave Rogers, Chief Administrative Officer 2/28/2024

Gregg Gu
Gregg Gu, Chief Deputy County Counsel 2/28/2024

Gregg Gu
Gregg Gu, Chief Deputy County Counsel 2/28/2024

Licensing Agreement County of Riverside, CA



Prepared by: David BarGadda
Date: 6.1.2023

MASTER SERVICE AGREEMENT

This Ratification and Master Services Agreement (“Agreement”) between GovInvest, Inc., a Delaware corporation (“Contractor”), and the County of Riverside, a political subdivision of the state of California, on behalf of the Executive Office (“County”). This Agreement includes and incorporates each Summary of Services and Implementation, the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different or additional terms of any purchase order, confirmation, or similar form, even if signed by the parties before or after the date hereof.

Whereas the Contractor began rendering services to County on June 14, 2023 without a valid written agreement. Now, the County and Contractor affirm all action taken by both prior to the date hereof are hereby confirmed and ratified by way of execution of this Agreement.

The parties agree as follows:

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

- 1.1 Contractor shall provide the services identified in the Services section of each Summary of Services and Implementation (as defined below) attached to this Agreement (the “Services”)
- 1.2 County and Contractor shall mutually agree upon the Services to be performed by Contractor under this Agreement in a written summary of services and implementation (each, a “Summary of Services and Implementation”), in the form attached hereto as Exhibit A. Each Summary of Services and Implementation shall be attached to this Agreement as a sequentially numbered exhibit, and shall expressly be deemed incorporated into this Agreement and subject to all the terms and conditions set forth herein, except as otherwise set forth in the applicable Summary of Services and Implementation. In the event of any conflict between this Agreement and a Services and Implementation, such Services and Implementation shall govern.
- 1.3 The initial Summary of Services and Implementation is hereto referred to as Exhibit A.
- 1.4 Subject to the terms of this Agreement, Contractor will use commercially reasonable efforts to provide County the Services in accordance with the Service Level Terms attached hereto as Exhibit B. As part of the registration process, County will identify an administrative username and password for County’s account. Contractor reserves the right to refuse registration or cancel passwords it deems inappropriate.
- 1.5 Subject to the terms hereof, Contractor will provide County with reasonable technical support services in accordance with the terms set forth in Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1 County will not, directly or indirectly; reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to or used to provide the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted in writing by Contractor or authorized within the Services); use the Services or any Software for timesharing or service

bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

- 2.2 Further, County shall not export or re-export, either directly or indirectly, the Software or any copies thereof in such manner as to violate the export laws and regulations of the United States or any other applicable jurisdiction in effect from time to time (including, without limitation, when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval). Without limiting the foregoing, County shall not permit any third parties to access or use the Services in violation of any United States export embargo, prohibition, or restriction.
- 2.3 County hereby agrees to indemnify and hold harmless Contractor against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorney's fees) in connection with any claim or action that arises from County's failure to comply with the terms of this Agreement or otherwise from County's use of Services. Although Contractor has no obligation to monitor County's use of the Services, Contractor may do so. Contractor reserves the right, in its sole discretion, to prohibit or suspend County's use of the Services at any time Contractor believes such use to be in violation of this Agreement or otherwise harmful to the Service.
- 2.4 County shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). County shall also be responsible for maintaining the security of the Equipment, County account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of County account or the Equipment with or without County's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 3.1 One party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Contractor includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of County includes non-public data ("County Data") provided by County to Contractor to enable the provision of the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third party any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, without any action by, or involvement of, the Receiving Party or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. The Receiving Party acknowledges that in the event of a breach of Section 3.1 by the Receiving Party, substantial injury could result to the Disclosing Party and money damages will not be a sufficient remedy for such breach. Therefore, in the event that the Receiving Party engages in, or threatens to engage in, any act which violates Section 3.1, the Disclosing Party will be entitled, in addition to all other remedies which may be available to it under law, to seek injunctive relief (including, without limitation, temporary restraining orders, or preliminary or permanent injunctions) and specific enforcement of the terms of Section 3.1. The

Disclosing Party will not be required to post a bond or other security in connection with the granting of any such relief.

3.2 Contractor shall own and retain all rights, title and interest in and to: (i) the Services and Software, together with all improvements, enhancements, modifications, changes, translations, compilation, and derivative works thereto, (ii) any software, applications, inventions or other technology developed in connection with Implementation Services or support, (iii) any analytics generated through County's use of the Services, including but not limited to, any data, materials, information, and reports ("Analytics") and (iv) all intellectual property rights related to any of the foregoing. Contractor hereby grants County a non-exclusive, non-transferable and non-sublicensable license to access and use the Analytics.

3.3 Notwithstanding anything to the contrary, Contractor shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning County Data and data derived therefrom), and Contractor will be free (during and after the term hereof) to: (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Contractor offerings, (ii) disclose such data solely in aggregate or other de-identified form in connection with its business, and (iii) disclose, share, license, or resell Analytics to third parties for consideration. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 County will pay Contractor the then applicable fees described in the applicable Summary of Services and Implementation in accordance with the terms therein (the "Fees"). If County's use of the Services exceeds the Service Capacity set forth in the applicable Summary of Services and Implementation or otherwise, Contractor shall provide written notification to the County thirty (30) days prior to submitting an invoice for payment of additional fees (per the terms of this Agreement). County shall be billed for such usage and County agrees to pay the additional fees in the manner provided herein. Contractor reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then current Renewal Term, upon thirty (30) days prior notice to County (which may be sent by email). If County believes that Contractor has billed County incorrectly, County must contact Contractor no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Contractor's customer support department.

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

4.3 Contractor may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Contractor thirty (30) days after the mailing date of the invoice unless otherwise specified in the terms. Unpaid amounts are subject to a finance charge of 5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. County

shall be responsible for all taxes associated with Services other than U.S. taxes based on Contractor's net income.

- 4.4 Services may be provided outside the scope encompassed within the applicable "Summary of Services and Implementation". Said services may be subject to additional fees, which are set at \$600/hour for executive-level work, \$425/hour for FSA-level work, \$300/hour for ASA-level work, \$200/hour for analyst work, and reasonable travel expenses. Said services that are subject to additional fees will not be performed without explicit advance consent from County. Explicit written consent must and agreed upon for additional fees.
- 4.5 Contractor will charge additional fees, which are set at \$250/hour, if, after the Effective Date, County: (i) changes its actuarial assumptions provided to Contractor, (ii) changes actuaries, (iii) provides Contractor with data that differs from the initial data provided by County to the Contractor, (iv) changes benefit structures, (v) adds additional tiers to its benefits plan, or (vi) merges with another plan. Explicit written consent must and agreed upon for additional fees

5. **TERM AND TERMINATION**

- 5.1 Subject to Section 5.3, this Agreement shall commence on the Effective Date and the Initial Term will be prorated to February 28, 2024 and may be renewed for two (2) additional (12) twelve month periods (each a "Renewal Term") ending February 28, 2026. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term."
- 5.2 Each Summary of Services and Implementation shall be effective upon the date set forth in such Summary of Services and Implementation and continue the end of the then current Term, and thereafter shall renew for successive additional one (1) year renewal terms, unless either party to this Agreement notifies the other in writing at least thirty (30) days prior to the end of the then-current Term that it does not wish to so renew.
- 5.3 In addition to any other remedies it may have, either party may terminate this Agreement and/or any Summary of Services and Implementation upon thirty (30) days written notice. In the case of nonpayment, Contractor shall provide County written notice 30 days prior to termination. If the other party materially breaches any of the terms or conditions of this Agreement or such Summary of Services and Implementation. County will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement and the Summary of Services and Implementation which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.
- 5.4 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination. In no event shall fees paid be reimbursed, either in whole or in part.

6. **WARRANTY AND DISCLAIMER**

Contractor shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner as expressed in Exhibit D. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Contractor or by third-party providers, or because of other causes beyond Contractor's reasonable control, but Contractor shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Contractor does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES, THE ANALYTICS, AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND

CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. **INDEMNITY**

- 7.1 Contractor shall hold County harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Contractor is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Contractor will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Contractor, (ii) made in whole or in part in accordance with County specifications, (iii) that are modified after delivery by Contractor, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where County continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where County's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Contractor to be infringing, Contractor may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for County a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and County's rights hereunder and provide County a refund of any prepaid, unused fees for the Service.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.

8. **LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 24 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. DISPUTES

- 9.1 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.
- 9.2 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.

10. 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

EXECUTIVE OFFICE
ATTN: STEVEN ATKESON
4080 LEMON ST. 4th FLOOR
RIVERSIDE, CA. 92501

CONTRACTOR

GOVINVEST, INC.
ATTN: NICK MARTIN
6605 SANTA MONICA BLVD PMB 52465
WEST HOLLYWOOD, CA. 90069

11. INSURANCE

- 11.1 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. WORKER'S COMPENSATION

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

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

B. COMMERCIAL GENERAL LIABILITY:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Cyber Liability:

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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.

12. MISCELLANEOUS

12.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by County except with Contractor's prior written consent. Contractor may not transfer or assign any of its rights and obligations under this Agreement without County's prior written consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all waivers and modifications in this Agreement must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and County does not have any authority of any kind to bind Contractor in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

12.2 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party 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.

EXHIBIT A
Summary of Services and Implementation

This Summary of Services and Implementation (this “SSI”) is entered into on this 14 day of June, 2023, between GovInvest, Inc. (“Contractor”), and the County listed below, pursuant to the terms of that certain Master Services Agreement (the “Agreement”), by and between Contractor and County.

County:

County of Riverside, CA
4080 Lemon Street Riverside, CA 92501

Michael Ambolo
mambolo@rivco.org
951-955-1157

Services:

Order Start Date - 06-14-2023

Order End Date - 02-28-2026

Services	Quantity	Annual Fee	Prorated Fee (06-14-2023 to 02/28/2024)	Annual Fee (2/29/2024 to 2/28/2025)	Estimated Annual Fee (3/1/2025 to 2/28/2026)
Software					
Costing Module	1	\$189,000	\$134,112.33	\$196,371.00	\$202,262.13
Implementation (One-Time Fee)					
Costing Implementation	1	\$30,000			

*Price quote valid until July 1, 2023

Annual fee will increase by the greater of the US CPI or 3% each consecutive year, and payable in advance subject to the terms of Section 4 herein.


Contractor will use commercially reasonable efforts to provide County the services described in accordance with the terms herein, and County shall pay Contractor the Implementation Fee in accordance with the terms herein.

General:

The terms and conditions of this SSI are hereby incorporated into and made a part of the Agreement. All waivers and modifications in this SSI must be in a writing signed by both parties, except as otherwise provided in the Agreement.

IN WITNESS WHEREOF, this Summary of Services and Implementation has been executed and delivered by the parties hereto by their duly authorized officers as of the date first set forth above.

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

By: 
Chuck Washington, Chair
Board of Supervisors

Date: 3/05/2024

GOVINVEST INC:

By: 
Michael Fryke
Chief Executive Officer

Date: _____

ATTEST:

Kimberly A Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: 
Katherine Wilkins
Deputy County Counsel

Exhibit B Service Level Terms

The Services shall be available 99% of the time, measured monthly, excluding holidays and weekends and scheduled maintenance. If County requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Contractor's control will also be excluded from any such calculation. County's sole and exclusive remedy, and Contractor's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than 12 hours, Contractor will credit County 1% of Service Fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as County (with notice to Contractor) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, County must notify Contractor in writing within 12 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Contractor will only apply a credit to the month in which the incident occurred. Contractor's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Contractor to provide adequate service levels under this Agreement.

EXHIBIT C
Support Terms

Contractor will provide Technical Support to County via both telephone and electronic mail on weekdays during the hours of 9:00 a.m. through 5:00 p.m. Pacific Standard Time, with the exclusion of Federal Holidays (“Support Hours”).

County may initiate a help desk ticket during Support Hours by calling 310-371-7106 or any time by emailing support@govinvest.com.

Contractor will use commercially reasonable efforts to respond to all help desk tickets within one (1) business day.

EXHIBIT D
Disclaimer of Software Analysis

Contractor will use census data, plan provisions, and actuarial assumptions provided by County and/or County's actuary to develop the software for County. Contractor will rely on this information without audit. Contractor does not set actuarial assumptions.

Contractor will provide software with financially sound projections and analysis, but does not guarantee compliance with actuarial standards for funding and accounting purposes under Government Accounting Standards Board or Generally Accepted Accounting Principles.

The software will not be prepared in accordance with the actuarial standards of practice or actuarial compliance guidelines as promulgated by the American Academy of Actuaries nor will outputs constitute a Statement of Actuarial Opinion. Software results are not suitable for financial reporting purposes.

While the software is tested against actuarial valuation results, the software results will not match, nor are intended to match actuarial valuation results.









GovInvest Agreement Riverside County CA Final - Ratify

Final Audit Report

2024-02-27

Created:	2024-02-27
By:	Anna Marie Johnson-Earls (annjohnson@rivco.org)
Status:	Signed
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-  Document created by Anna Marie Johnson-Earls (annjohnson@rivco.org)
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