

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



ITEM: 3.71  
(ID # 27833)

MEETING DATE:  
Tuesday, June 24, 2025

FROM : ASSESSOR-COUNTY-CLERK-RECORDER

SUBJECT: ASSESSOR-COUNTY CLERK-RECORDER: : Approve the Master Purchase Agreement and the Statement of Work with Sidepath, Inc., a California Corporation, for the Purchase of Arista Switches and Installation Services in the amount of \$140,274, All Districts. [Total Cost \$140,274 – Department Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Master Purchase Agreement and the Statement of Work with Sidepath, Inc., a California Corporation, for the Purchase of Arista Switches and Installation Services in the amount of \$140,274;
2. Authorize the Purchasing Agent to issue a Purchase Order to SidePath, Inc. for required goods/services that do not exceed the BOS approved total amount; and
3. Authorize the Chair of the Board to sign three (3) copies of the documents on behalf of the County and direct the Clerk of the Board to retain one (1) copy and return two (2) copies of the documents to the Assessor–County Clerk–Recorder’s office.

ACTION:Policy

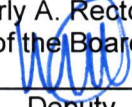
  
Melissa Garcia 6/12/2025

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: June 24, 2025  
xc: ACR

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$140,274	\$0	\$140,274	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> Departmental Budget			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2025/2026	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Assessor-County Clerk-Recorder (ACR) must replace the End-of-Life/Support switches located in their Data Center at Gateway. These network switches are critical to sustaining ACR's core operational functions and ensuring uninterrupted service delivery to the constituents of Riverside County.

**Impact on Residents and Businesses**

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

In order for the ACR to continue storing recorded images and ensuring their accessibility in response to public requests, appropriate network switches must be in place.

**Additional Fiscal Information**

The total purchase amount is not to exceed \$140,274.

**Contract History and Price Reasonableness**

On April 3, 2025, County Purchasing, on behalf of the Assessor-County Clerk-Recorder, released a Request for Quote (RFQ) ASARC-140 for Arista Network Switches, Accessories, and Licenses with eleven (11) bids received. Bid responses were reviewed by Purchasing and the Assessor-County Clerk-Recorder to ensure the specifications of the County were met, such as Bidder must be an authorized reseller of Arista. Sidepath, Inc. was determined to be the lowest and most responsive and responsible bidder. In compliance with Board Policy H-11, Riverside County Information Technology (RCIT) reviewed and recommended the approval REQ0372415 of this proposed acquisition on April 29, 2025.

**ATTACHMENT A:**

- Sidepath Master Purchase Agreement
- Sidepath, Inc. Statement of Work (SOW)
- Sidepath, Inc. Quote # SIDQ52045-03

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

*Melissa Curtis*

Melissa Curtis, Deputy Director of Purchasing and Fleet 6/13/2025

*Aaron Gettis*

Aaron Gettis, Chief of Deputy County Counsel 6/17/2025

## MASTER PURCHASE AGREEMENT

This Master Purchase Agreement and its applicable attachments (the "Agreement") between **Sidepath, Inc.**, a California corporation, with its principal office at 22892 Mill Creek Drive, Laguna Hills, CA 92653 ("Sidepath"), and County of Riverside, with its principal office at 3450 14th Street, Riverside, CA 92501 ("**Customer**") establishes the terms and conditions governing the purchase and/or lease of Products and Services. This Agreement is effective on the date it has been signed by an authorized representative of both parties ("Effective Date").

### 1. Overview and Term

a. This Agreement governs the purchase and/or lease of Products and Services from Sidepath as set forth in Customer's purchase order that has been accepted by Sidepath or Sidepath's quotation that has been signed by Customer (each, an "Order"), and/or in a Statement of Work signed by the parties (an "SOW"), as applicable. "Products" are the hardware and software products and related maintenance and support services that Sidepath procures from vendors for resale to its customers from time to time. "Services" are professional services that Sidepath or its authorized subcontractors perform for Sidepath's customers, but do not include maintenance and support services. Provisioning of Services is contingent upon Customer providing Sidepath with any equipment, software, licenses, technical information, design documentation, and any other information or documentation reasonably required to perform the Services as specified in each Order or SOW.

b. Additional terms and conditions may be found in attachments to this Agreement, which are incorporated herein by reference and made a part hereof. Any additional or different terms and conditions contained in or included with any Customer purchase order will not apply to any Order notwithstanding any Sidepath acknowledgment or acceptance of such additional and/or different terms and conditions.

c. If a conflict exists between language within the body of this Agreement and a mutually agreed-upon attachment or an SOW, the terms of the attachment or the SOW shall control.

d. The term of this Agreement shall commence on the Effective Date and continue until terminated as provided herein.

### 2. Products; Maintenance and Support

a. Sidepath agrees to sell and Customer agrees to purchase the Products described in each purchase order submitted by Customer and accepted by Sidepath in accordance with this Agreement.

b. Products purchased hereunder may only be used by Customer in connection with its business operations, and may not be resold or transferred to any third party.

c. Sidepath may offer and Customer may agree to purchase maintenance and support services for Products in accordance with the terms and conditions specified in the applicable Order.

### 3. Services

a. If Customer orders Services, Sidepath or its authorized subcontractors shall provide such Services as set forth in the applicable Order or SOW. The Order or SOW shall incorporate, as applicable, the following; (a) identification of all deliverables, including all mutually agreed to Product deliverables; (b) a detailed description of all activities to be performed by Sidepath and Customer and the location of each activity; and (c) a timetable for completion of each phase of the project.

b. Sidepath shall furnish the labor, supervision, tools, equipment, materials and supplies for any such Services as specified in the Order or SOW.

**4. Orders and Delivery**

- a. Customer shall issue an Order for any Products ordered hereunder, and shall issue an Order or execute an SOW for any Services ordered hereunder. Each Order or SOW shall include the following terms, as applicable, for the Products and/or Services ordered thereunder: (a) quantities; (b) item descriptions; (c) pricing; (d) delivery destination and shipping terms; and (e) billing information.
- b. Customer may request, by written notice to Sidepath prior to shipment of the Products and/or commencement of Services, to cancel an Order for Products and/or Services, or any part thereof, postpone the Delivery Date of some or all of the Products, change the destination to which some or all of the Products and/or Services are to be delivered or rendered, and/or change the scope of Services, it being understood and agreed, however, that Sidepath and/or the manufacturer/vendor, as applicable, may reject the request or impose price changes or surcharges.
- c. Sidepath shall use commercially reasonable efforts to cause the Products to be shipped and delivered to the destination(s) set forth in each Order on or before the specified delivery date.
- d. Any damages or defects discovered after delivery must be reported within ten (10) business days and an RMA number must be received prior to return of the Product. All other Product issues must be handled through the manufacturer's or vendor's standard warranty process.

**5. Payment and other Financial Terms**

- a. Customer will pay invoices in full within thirty (30) days after the invoice date, unless a different payment term has been negotiated as indicated on the applicable quotation. If Customer fails to pay any such invoice, interest will begin to accrue on the unpaid balance on that date that is the later of thirty (30) days after (i) the applicable due date for such invoice or (ii) the date on which Sidepath gives notice of such failure to Customer. Interest under this Section will accrue at a rate equal to the lesser of 1.5% per month (eighteen percent (18%) per annum) or the maximum rate allowed by law. Sidepath's provision of Products and/or Services is subject to credit approval of Customer for each Order.
- b. Unless otherwise stated in the applicable Order or SOW for Services, Customer shall reimburse Sidepath for Sidepath's reasonable expenses approved in advance by Customer and incurred by Sidepath in the performance of the Services.
- c. Prices are exclusive of any applicable taxes unless otherwise indicated, and Customer shall pay when due all applicable taxes associated with the purchase and/or license of Products and/or Services, exclusive of any taxes based on Sidepath's net income.
- d. Title to Products purchased by Customer will not pass to Customer, and Customer agrees that the Products are and shall remain personal property, and not fixtures, whatever their mode of attachment to Customer's premises, until all amounts due for such Products under this Agreement have been paid in full. Until all amounts due have been paid in full, Customer will maintain adequate insurance against fire, theft or other loss.
- e. If requested by Sidepath, Customer hereby grants Sidepath a purchase money security interest in each Product purchased by Customer, and all replacements, proceeds, additions and accessions. The security interest will remain in full force and effect for each Product until all amounts due have been paid in full. Customer agrees to execute documentation reasonably required to perfect the security interest.

**6. Limited Warranties**

- a. With respect to any Products purchased by Customer hereunder, the warranty for such Products shall pass through from the manufacturer. Customer's remedy under the Product warranty shall be as stated in the manufacturer's warranty.
- b. With respect to any Services purchased by Customer hereunder, Sidepath warrants that all such Services shall be provided in a professional, workmanlike manner, in accordance with applicable industry standards and the terms contained in the applicable Order or SOW.
- c. If requested by Customer, repairs necessitated during the warranty period that are not covered by the manufacturer's Product warranty, or repairs outside of the warranty period, may be made by Sidepath or an authorized subcontractor at Sidepath's then standard charges for time and materials, together with shipping and handling charges related to performing such repairs. All such repair services shall be subject to a separate written agreement between the parties.
- d. Without limiting anything herein, Sidepath is not responsible for security, including virus protection of the Customer's network, unless otherwise agreed upon in writing by an authorized representative of Sidepath and Customer. Sidepath will take commercially reasonable efforts to secure Sidepath-provided architecture, but cannot guarantee such security. Unless otherwise agreed in writing, with respect to security, Sidepath is only responsible for installing or implementing manufacturer-issued security-related upgrades, updates and/or patches on Products sold and/or maintained by Sidepath.
- e. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, SIDEPATH DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS AND/OR SERVICES COVERED HEREUNDER, AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. ALL WARRANTIES RELATED TO ANY THIRD PARTY EQUIPMENT, MATERIAL, SERVICES OR SOFTWARE NOT PROVIDED HEREUNDER ARE EXPRESSLY EXCLUDED.

**7. Limitation of Liability**

SIDEPATH SHALL HAVE NO LIABILITY FOR LOSS, DAMAGES OR EXPENSE, DIRECTLY OR INDIRECTLY, ARISING FROM CUSTOMER'S USE OF PRODUCTS AND/OR SERVICES OR ITS INABILITY TO USE THE SAME, OR ANY THIRD PARTY'S UNAUTHORIZED USE OF PRODUCTS AND/OR SERVICES.

EXCEPT WITH RESPECT TO (A) EITHER PARTY'S LIABILITY BASED ON ITS GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD OR A BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; (B) SIDEPATH'S BREACH OF ITS DATA SECURITY OBLIGATIONS UNDER THIS AGREEMENT OR (C) CUSTOMER'S BREACH OF ITS INTELLECTUAL PROPERTY OBLIGATION UNDER THIS AGREEMENT (ALL OF THE FOREGOING ARE REFERRED TO IN THIS SECTION AS "SUPER-CAP LIABILITY"); NEITHER PARTY SHALL BE LIABLE FOR (i) INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL LOSS, DAMAGES OR EXPENSE, EVEN IF PARTY THAT IS LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES OR EXPENSE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER AND OTHER EQUIPMENT FAILURE OR MALFUNCTION, LOST PROFITS OR OPPORTUNITIES, OR COMMERCIAL LOSS AND (ii) EACH PARTY'S AGGREGATE LIABILITY, WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR WARRANTY, SHALL NOT EXCEED THREE (3) TIMES THE AMOUNTS PAID BY CUSTOMER FOR THE PRODUCTS AND/OR SERVICES HEREUNDER. NOTWITHSTANDING THE FOREGOING, THERE SHALL BE NO LIMITATIONS ON CUSTOMER'S UNDISPUTED PAYMENT OBLIGATIONS UNDER

THIS AGREEMENT AND THE AGGREGATE LIABILITY OF A PARTY FOR DAMAGES BASED ON SUPER-CAP LIABILITY SHALL NOT EXCEED AN AMOUNT EQUAL TO FIVE (5) TIMES THE AMOUNTS PAID BY CUSTOMER FOR THE PRODUCTS AND/OR SERVICES HEREUNDER.

**8. Termination; Events of Default**

a. Either party may terminate this Agreement at any time, for any reason or no reason, upon not less than ninety (90) days' written notice to the other party.

b. Either party may terminate this Agreement upon an Event of Default by the other party by delivering written notice to such other party.

c. Each of the following events shall constitute an Event of Default under this Agreement:

(i) Customer's failure to timely pay any undisputed amount due to Sidepath under this Agreement which is not cured within ten (10) days following receipt of written notice of such failure;

(ii) failure by a party to perform or observe any other material covenant or agreement to be performed or observed by it hereunder which is not cured within thirty (30) days following receipt of written notice of such failure; and

(iii) the institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against a party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof.

**9. Intellectual Property**

Customer acknowledges and agrees that the Products and/or Services contain, embody and are based on, patented or patentable inventions, trademarks, trade secrets, copyrights and other intellectual property rights (collectively, "Intellectual Property Rights") owned or controlled by Sidepath or the manufacturer, as applicable, and that Sidepath or the manufacturer, as applicable, shall continue to be the exclusive owner of all such Intellectual Property Rights.

**10. Confidentiality**

a. For purposes of this Agreement, "Confidential Information" means proprietary and confidential information disclosed by one Party (the "Disclosing Party") to the other party (the "Receiving Party") hereunder that is marked with a "confidential," "proprietary" or similar legend, or otherwise designated by the Disclosing Party as Confidential Information at the time of disclosure, or that should be reasonably understood by the Receiving Party to be confidential information of the Disclosing Party under the circumstances.

b. Confidential Information does not include information that: (i) was acquired by the Receiving Party prior to the time of its disclosure, as shown by documentary evidence in existence at the time of disclosure, and at a time when the Receiving Party was under no obligation to the Disclosing Party to keep such information confidential; (ii) is or becomes available in the public domain through no act of the Receiving Party that violates this Agreement; (iii) is received by the Receiving Party from a third person or entity that is not known by the Receiving Party to be sharing such information in violation of the rights of the Disclosing Party; (iv) is developed by, or on behalf of, the Receiving Party without any use of Confidential Information of the Disclosing Party; or (v) is at any time furnished to a third party by the party to whom such information belongs without restrictions on such third party's rights to disclose.

c. The Receiving Party shall: (i) treat the Disclosing Party's Confidential Information as it does its own valuable and sensitive information of a similar nature, but in any event with at least a reasonable degree of care and protection; (ii) not divulge the Confidential Information to any third party, except: (A) its officers, directors, attorneys, accountants, independent auditors, employees, parent company, lenders, attorneys and accountants, and then only on a need to know basis and only after such third party agrees to confidentiality provisions at least as restrictive as those set forth in this Section; or (B) in order to comply with applicable law, subject to subsection (e) below; (iii) refrain from copying the Confidential Information, in whole or in part, except as required for its performance hereunder and subject to the accurate reproduction of all proprietary legends and notices located in the originals; and (iv) not use the Confidential Information, except as necessary for the Receiving Party to perform its obligations under this Agreement.

d. Sidepath acknowledges and understands that Customer is a government entity subject to the public records and meeting laws of the State of California, including the California Public Records Act (Government Code Section 7920 et seq.) and the California Brown Act (Government Code Section 54950 et seq.). Notwithstanding any other provision contained in this Agreement, any information (including Confidential Information), communications, and documents given by Sidepath to customer County (including without limitation, information contained in this Agreement or any Order or SOW, and any correspondence, quotes, proposals and written communications concerning the same and the pricing and quantity of Products or Services ordered under this Agreement) and meetings involving Customer may be subject to requests for disclosure pursuant to the California Public Records Act and Brown Act. To the extent Customer is required by law to disclose any of the above-described information, communications, and documents, and subject to subsection (e) below, Customer shall comply with such law. Customer has the right in its sole discretion to determine what shall be disclosed.

e. Unless prohibited by law, the Receiving Party will promptly notify the Disclosing Party if the Receiving Party is compelled to disclose any of the Disclosing Party's Confidential Information pursuant to applicable law, court order or governmental demand. Upon the Disclosing Party's request and at its expense, the Receiving Party will cooperate with the Disclosing Party in seeking a protective order or other arrangement to preserve the confidentiality of the Disclosing Party's Confidential Information. If the Receiving Party is ultimately compelled to make the disclosure. It shall disclose only that portion of the Confidential Information as is required to satisfy the applicable requirement.

f. Upon the Disclosing Party's written request, the Receiving Party will return, or certify the destruction of, all Confidential Information in the Receiving Party's possession or under its control, provided that the Receiving Party may retain an archive copy of any Confidential Information, subject to its continuing confidentiality obligations hereunder.

## 11. Other Provisions

a. Entire Agreement. This Agreement, including all documents referenced herein, attachments and exhibits, constitutes the entire agreement and understanding between the parties relating to its subject matter, and supersedes all prior or contemporaneous negotiations or agreements, whether written or oral, relating to its subject matter. THIS AGREEMENT MAY NOT BE MODIFIED, CHANGED OR AMENDED EXCEPT BY A WRITTEN AMENDMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.

b. No Waiver. No action taken by either party shall be deemed to constitute a waiver of compliance with any term or condition contained in this Agreement unless such waiver is in writing and signed by a senior executive of the waiving party. The waiver by a party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

c. No Assignment. Customer may not assign any rights or obligations under this Agreement without the prior written consent of Sidepath.

d. Notices. Notices required under this Agreement shall be sufficient if contained in writing and delivered by hand or sent by facsimile, express or overnight mail, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties as specified below or at such other address as a party may subsequently direct in writing. All notices shall be deemed given when received by the intended recipient.

To Sidepath:

Sidepath, Inc.  
22892 Mill Creek Drive  
Laguna Hills, CA 92653  
Attn: President

To the Customer:

County of Riverside  
3450 14th Street  
Riverside, CA 92501  
Attn: Procurement

e. Severability. If any provision of this Agreement is for any reason held to be unenforceable, all other provisions of this Agreement will remain in full force and effect and the unenforceable provision shall be replaced by a mutually acceptable enforceable provision consistent with the parties' original intent.

f. Governing Law. THIS AGREEMENT IS MADE, EXECUTED AND DELIVERED IN THE STATE OF CALIFORNIA AND WILL BE GOVERNED AND CONSTRUED FOR ALL PURPOSES IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PROVISIONS.

g. Survival. Any provision herein that, by its nature or terms, is intended to survive termination of this Agreement (including without limitation Sections 1(c), 5, 6, 7, 9, 10 and 11) shall so survive.

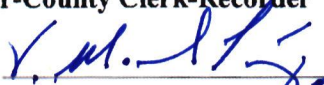
h. Relationship of Parties. The relationship of the parties is that of independent contractors. Nothing contained herein or done pursuant to this Agreement shall create any other type of relationship between the parties, including without limitation that of employer/employee, partners, joint venturers or affiliates of any kind.

i. Unforeseen Circumstances. Sidepath shall not be responsible for any failure to perform or delay in performing any of its obligations hereunder where and to the extent that such failure or delay results from causes outside the reasonable control of Sidepath.

j. Electronic Signatures. 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.

**BY SIGNING BELOW, BOTH PARTIES ACKNOWLEDGE THEY HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT.**

**County of Riverside, a political subdivision of the State of California, on behalf of its Assessor-County Clerk-Recorder**


By: 

Name: V. MANUEL PEREZ

Title: CHAIR, BOARD OF SUPERVISORS

Date: JUN 24 2025

**SIDEPATH, INC.**

By: 

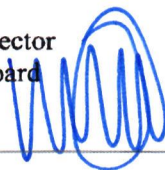
Name: Annie Chow

Title: Director of operations

Date: 6/6/2025

**ATTEST:**

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

**APPROVED AS TO FORM:**

Minh C. Tran  
County Counsel

By:   
Ryan D. Yabko  
Deputy County Counsel



**STATEMENT OF WORK**

**Network Migration**

This STATEMENT OF WORK ("**SOW**") between Sidepath, Inc., a California Corporation with an address of 22892 Mill Creek Drive, Laguna Hills, CA 92653 ("**Sidepath**" or "**Company**") and County of Riverside Assessor - County Clerk - Recorder, with an address of 2724 Gateway Dr., Riverside, CA 92507 ("**Client**"), effective upon full SOW execution.

1. **Project Overview.** Sidepath will provide Client with professional services and resources ("**Services**") required to provide Client with network migration. ("**Project**"). The Project is further defined in Attachment A Scope of Work.
2. **Schedule**
  - 2.1. Start Date: TBD. Sidepath will notify Client in writing of the actual commencement date of Services
  - 2.2. End Date: TBD - estimated time of completion from shipping is 120 days.
3. **Location(s) of Services:**
  - 2724 Gateway Dr., Riverside, CA 92507
  - Professional Services not requiring presence onsite will be performed remotely.
4. **Project Scope.** Sidepath shall provide Services in accordance with Attachment A Scope of Work, incorporated herein to this SOW.
5. **Fees.** Fixed Fee One Time Payment. The hours, fee components and total fees set forth in the table below are for the complete provision of the Deliverables.

**Rate Structure tied to SIDQ52045-03**

Services	Fee Component
Professional Services	\$25,995
Travel and Expenses	None Required
<b>Total Fees:</b>	<b>\$25,995</b>

The fees are based on the terms of this SOW and the scope of the Deliverables being provided under this SOW. Any change to the terms of this SOW, the Project or the scope of the Deliverables, whether by the failure to meet a responsibility, a Change Order or otherwise, may result in a modification of the fees. Taxes are not included herein and shall be finalized at time of invoicing.

6. **Additional Expenses.** No additional expenses are anticipated in connection with the performance of Services for this Project.
7. **Invoices.** Sidepath will invoice Client for Services as follows:
  - 50% of Fees upon Client's acceptance and full execution of this SOW.
  - 50% of Fees upon completion of the Project.

Services will be invoiced based on the Milestones set forth above; and are due within thirty (30) days from the date of the invoice unless otherwise agreed between Client and Sidepath credit department.

All stated prices are exclusive of any taxes, fees and duties or other amounts, however designated, and including without limitation value added and withholding taxes which are levied or based upon such charges, or upon this SOW (other than taxes based on the net income of Sidepath). The Client shall pay any taxes related to services purchased or licensed pursuant to this SOW or the Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice.



8. **Points of Contact**

Company	Name	Email Address	Phone Number
County of Riverside Assessor - County Clerk - Recorder	Shahzad Ashfaq	<a href="mailto:sashfaq@asrclkrec.com">sashfaq@asrclkrec.com</a>	(951) 486-7039
Sidepath	Mitch Bruhn	<a href="mailto:mitch@sidepath.com">mitch@sidepath.com</a>	(858) 705-1286
Sidepath	Gino Guidi	<a href="mailto:gino@sidepath.com">gino@sidepath.com</a>	(619) 333-0477
Sidepath	Tibor Pazera	<a href="mailto:tibor@sidepath.com">tibor@sidepath.com</a>	(214) 310-7457
Sidepath	Michael Pierce	<a href="mailto:mpierce@sidepath.com">mpierce@sidepath.com</a>	(949) 357-0797
Sidepath	Gary Lang	<a href="mailto:gary.lang@sidepath.com">gary.lang@sidepath.com</a>	(949) 324-2010
Sidepath	Lauren Whitcomb	<a href="mailto:lauren@sidepath.com">lauren@sidepath.com</a>	(405) 306-6849

**EACH PARTY HAS CAUSED ITS DULY AUTHORIZED REPRESENTATIVE TO SIGN THIS STATEMENT OF WORK.**

**Sidepath, Inc.**

DocuSigned by:  
**By:** Annie Chow  
 (Signature) 1A818889A031494...

**Name:** Annie Chow  
 (print)

**Title:** Director of Operations  
 (print)

**Date:** 6/16/2025  
 (print)

**County of Riverside Assessor - County Clerk - Recorder**

**By:** V. Manuel Perez  
 (Signature)

**Name:** V. MANUEL PEREZ  
 (print)

**Title:** CHAIR, BOARD OF SUPERVISORS  
 (print)

**Date:** JUN 24 2025  
 (print)

**[NEITHER AN OFFER NOR AN AGREEMENT UNTIL EXECUTED BY BOTH PARTIES]**

**ATTEST:**  
**KIMBERLY A. RECTOR, Clerk**  
**By** [Signature]  
**DEPUTY**

**FORM APPROVED COUNTY COUNSEL**  
**BY** [Signature] 6/17/25  
**RYAN D YABKO** **DATE**



## ATTACHMENT A

### SCOPE OF WORK

#### **Background and Project Objectives**

The overall scope of the Project is to modernize the existing layer 2 switching environment. The Project includes the replacement of existing Cisco switches and the installation of new Arista switches. Sidepath will also define and document a cutover plan for the migration of old switch environment to the new design specification. The project will be performed in two (2) defined maintenance windows. Network as built documentation will be provided along with two (2) Cloud Vision training sessions.

#### **Scope of Work**

Sidepath will perform the work and execute the Deliverables as described in this SOW. Any and all additional work or Deliverables not specifically described in this SOW will be considered as "Out of Scope" for this project. Furthermore, any "Out of Scope" requests will be addressed via a change management process or in separate statements of work.

**The following items are within the scope of work contemplated by this SOW:**

#### **In-Scope Hardware/Software**

1. Eight (8) Arista switches
  - a. Two (2) Arista 720DF (Cisco 3750 replacement)
  - b. Two (2) Arista 7280SR3 (Core switch 5548 replacement)
  - c. Four (4) Arista 720DT (Out of Band Management Switches)

#### **Work Location**

1. 2724 Gateway Dr., Riverside, CA 92507
2. Professional Services not requiring presence onsite will be performed remotely.

#### **Scope Particulars**

1. Plan and Discovery Phase
  - d. Execute "Kick-Off" meeting with all stakeholders
  - e. Establish desired outcomes & timeline objectives
  - f. Review acquired asset specifications
  - g. Discuss logistical & physical dependencies
  - h. Review interoperability requirements & constraints
  - i. Review network connectivity & integration requirements
  - j. Review pre-installation workbooks responsibilities
  - k. Conduct physical site survey (if necessary)
2. Implementation Phase
  - a. Preliminary
    - i. Inventory, rack, label, & power up equipment
    - ii. Connect to Serial Console
    - iii. Configure Multi-Chassis Link Aggregation Group ("**MLAG**"), as required
    - iv. Set Base Configuration Parameters
    - v. Configure Out-of-Band ("**OOB**") Management Ports, as required
    - vi. Update Code, as required
    - vii. Setup CloudVision as-a-Service ("**CVaaS**") Tenant



- viii. Configure eight (8) scripts
- ix. Pre-label fifty (50) 25G Digital Access and Cross-Connect System ("**DACS**")
- b. Maintenance Window 1
  - i. Remove two (2) Cisco Catalyst 3750 switches & replace with two (2) Arista 720DF switches
  - ii. Remove two (2) Cisco Nexus 5548 switches & replace with two (2) Arista 7280SR3 switches
  - iii. Replace fifty (50) 10G DACs with 25G DACs
  - iv. Connect existing OOB switches to two (2) Arista 7280SR3 switches
- c. Maintenance Window 2
  - i. Remove four (4) Cisco 2960 switches and replace with four (4) Arista 720DT switches
  - ii. On-site labelling
- 3. Closure Phase
  - a. Conduct two (2) sessions of Cloud Vision training (four (4) hours per session)
  - b. Provide As-Built documentation
  - c. Troubleshooting (as required)

**Deliverables**

Phase	Deliverable
Closure Phase	<ul style="list-style-type: none"> <li>• As-Built documentation</li> <li>• Two (2) x four (4) hour Cloud Vision Training Sessions</li> <li>• Validation &amp; Troubleshooting as required</li> </ul>

**Estimated Project Schedule**

This Project is anticipated to take approximately four (4) – six (6) weeks of calendar time and may vary depending on Client and Sidepath resource scheduling. Sidepath recognizes the urgency of the timing.

**Project Management**

Sidepath Project Management will be provided by the Sidepath Lead Engineer in coordination with the Client Project Management for the overall project. The Project Leads will be responsible for coordinating all engagement activities and scheduling resources as well as for serving as the single point of contact for Sidepath and Client for this engagement.

The following is a list of tasks which will be performed to manage the Project:

- Conduct a Project Kick-off meeting
- Review the SOW, including overview of the Project, deliverables, and in/out of scope items
- Establish a Meeting Schedule
- Confirm Client acceptance at the end of the Project

**Out of Scope**

**The following items are outside the scope of Deliverables contemplated by this SOW:**

- Design, planning, deployment, configuration & troubleshooting of any previous or existing environment
- Layer 3 dynamic routing and any additional custom routing configuration
- Access Control Lists
- Data migration or protection services not clearly detailed within this SOW



- All levels of support not specifically detailed within this SOW
- Any specific task or deliverables not clearly stated in the scope above

### **Assumptions and Constraints**

#### **Scope of Services Assumptions**

The following Project specific assumptions will apply to the execution of the Deliverables:

- Services for planning and design work will be scheduled during normal business hours between 8am and 5pm Pacific Time.
- Services for implementations or other activities may be scheduled outside of normal business hours.
- Cloud Vision training will be provided via remote Zoom Session.
- The Project's start date will be determined after the contracts are signed. If the Project start date is delayed or if there are breaks in Project activities based on Client circumstances, Client understands Sidepath's ability to staff the engagement and meet the agreed deadlines or the targeted Go-live date could be at risk.
- This SOW has been developed using the Project Scope and all available information about Client's requirements and technical environment. Throughout the course of the project, new information may surface regarding the Client's business requirements or its technical environment. This new information may require services not contemplated in this SOW to provide the functionality contemplated in the Project Scope and therefore, may require a change in the level of effort, timeline, or solution features to accomplish the Clients objectives as of the original date of this SOW. Any additional Services required which were not included in the SOW will need to be established an agreed to in a Change Order.
- Sidepath assumes onboarding will not be necessary to perform any on site work
- Sidepath assumes Client will provide unescorted access to the facility or an escort as required to complete work
- Sidepath assumes Client will provide a point of contact ("**POC**") for escalation and access to the facility

#### **Services Assumptions**

The following general assumptions will apply to the execution of the Deliverables:

- Should Client cancel or reschedule the Engineers once dispatched, for reasons outside of Sidepath's control, Sidepath reserves the right to assess a fee equal to four (4) hours of billable labor.
- Sidepath's pricing is valid for a period thirty (30) days from the execution date of this SOW.
- Prior to the Project Start Date, Client will perform a backup of all Client data to be affected or impacted by the Project.
- Services will be performed at a single Client location.
- Some pre-planning & preparation tasks may be conducted offsite.
- Sidepath is not responsible for loss of data.
- Sidepath will not address existing open maintenance and support issues during this engagement unless the maintenance and support case and remedial efforts towards resolution are explicitly defined in this SOW.
- Systems within the scope of this SOW must have an active and current maintenance and support contract ("**Maintenance Agreement**"). Evaluation licenses or hardware must be converted to fully licensed and entitled levels prior to commencement of the engagement.



- Sidepath will make commercially reasonable efforts to maintain consistency in the Sidepath project team which will be responsible for the delivery of Services hereunder. Sidepath and Client agree that certain staffing factors (e.g., terminations, resignations, promotions, long term disabilities) may require changes in the Sidepath resources delivering the Services hereunder. In the event that a change of Sidepath personnel is required, Sidepath shall: (i) if the applicable personnel is named under this SOW, provide reasonable notice to Client of such change, (ii) ensure that a full knowledge transfer occurs between new and incumbent personnel without cost to Client, and (iii) ensure that any new personnel have the skills and experience necessary to perform the Services.
- Except as may be acquired under a separate support or service agreement, Sidepath will not be responsible to Client for any application or host system access that encompasses coding, scripting, installation, patching, application analysis, system performance, troubleshooting, or applications logs outside the scope of the Deliverables contemplated by this SOW.
- Changes to this SOW shall be documented using a written change request form in accordance with the project change process set forth in the Agreement.

**Responsibilities**

**Sidepath Responsibilities**

During the Term, Sidepath will undertake the following responsibilities reasonably applicable to the execution of the Deliverables:

- Sidepath will provide Client a lead contact person for the Project (the "**Sidepath Project Lead**") with such qualifications, expertise, and knowledge necessary and applicable for Sidepath to fulfill its obligations under this SOW.

**Client Responsibilities**

During the Term, Client will undertake the following responsibilities reasonably applicable to the performance and delivery of the Deliverables:

- Client will provide all needed physical & system access.
- Client ensures properly supported licenses are secured for all software to be integrated.
- Client ensures full system backup performed prior to scheduled service.
- Client is responsible for the identification and interpretation of, and ensuring compliance with, any laws, statutes, rules, regulations and standards applicable to its or its affiliates' business or operations.
- Client will provide any available current documentation regarding the current state of the network and systems on which Sidepath will perform services.
- Client will provide physical access to any device or location necessary to complete this SOW.
- Client will provide access to vendor websites pertaining to maintenance contracts, if necessary, to perform evaluation
- If required by Sidepath, Client will participate in testing as directed by Sidepath.
- Client will be responsible for validating all architecture is in agreement with all applicable industry compliance regulations.
- Client will provide Sidepath personnel assigned to work at Client's premises reasonable use of Client's facilities.
- Prior to the Project Start Date, Client will complete all necessary facilities arrangements, including, but not limited to, providing reasonable access to such items as power, network and data traffic connections. Such required facility arrangements will remain in place during the Term.



- Client hereby grants Sidepath a limited, non-transferable license during the term of this Project to use certain proprietary computer systems, technologies, and data owned by Client and its affiliates, which are necessary for Sidepath to perform and deliver the Deliverables.
- Client will make available to Sidepath knowledgeable Client personnel reasonably promptly upon a request from Sidepath via phone or e-mail to provide background information and clarification of information required by Sidepath personnel to perform and deliver the Deliverables.
- The documentation and information provided by Client to Sidepath personnel will be reasonably accurate, complete, and up-to-date.
- Client will be responsible for any business and data application testing and all necessary data backup in preparation for and during the performance and delivery of the Deliverables.
- Client will provide Sidepath a lead contact person for the Project (the "**Client Project Lead**") with such qualifications, expertise and knowledge necessary and applicable to aid Sidepath to fulfill its obligations under this SOW and who is authorized by Client to act as a liaison between the parties.

In the event Client's failure to perform, or delay in performance of, any of its responsibilities causes Sidepath to incur significant uncompensated expenses, Sidepath may notify Client of such nonperformance. In such case, Sidepath's obligation to continue its efforts to work around Client's failure to perform will be subject to Client agreeing to reimburse Sidepath for its incremental uncompensated expense.



22892 Mill Creek Drive  
 Laguna Hills, CA 92653  
 Phone (949)748-8700; Fax (949)748-8706  
[www.sidepath.com](http://www.sidepath.com)

# Quotation

Date: 06/10/25  
 Quotation #: SIDQ52045-03  
 Valid Until: 07/10/25  
 Prepared By: Allan Gaffud  
 Project ID: SIDPROJECT48811

**Bill To:**

County of Riverside Assessor-County Clerk- Recorde  
 Attn: Shazad Ashfaq  
 2724 Gateway Dr.  
 Riverside, CA 92507

Phone: (800) 746-1544  
 Email: SAshfaq@asrclrec.com

**Ship To:**

County of Riverside Assessor-County Clerk  
 Attn: Shazad Ashfaq  
 2724 Gateway Dr.  
 Riverside, CA 92507

Phone: (800) 746-1544  
 Email: SAshfaq@asrclrec.com

Qty	Item Code	Description	Unit Price	Ext. Price
<b>ARISTA Hardware with 3 Years Support</b>				<b>44427388</b>
2	CCS-720DF-48Y-2F-NA	Arista 720DF, 48 x 1G SFP, 4 x 25G SFP switch, front to rear air, 2 x 200W AC, NA Power Cord Arista Networks - CCS-720DF-48Y-2F-NA	\$5,909.04	\$11,818.08
72	SS-CVS-G2-SWITCH-1M	CloudVision as-a-Service Subscription Lic for 1- Month for 1 Switch. Arista Fixed 1G/mG Group 2 Platforms. Includes E, FLX-L. Arista Networks - SS-CVS-G2-SWITCH-1M	\$56.04	\$4,034.88
72	SVC-720DF-48Y-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for CCS- 720DF-48Y series Arista Networks - SVC-720DF-48Y-1M-4H	\$49.58	\$3,569.76
4	CCS-720DT-24S-2R-NA	Arista 720DT, 24 x 1G, 4x10G SFP switch, rear to front air, 2 100W AC, NA Power Cord Arista Networks - CCS-720DT-24S-2R-NA	\$2,147.12	\$8,588.48
144	SS-CVS-G1-SWITCH-1M	CloudVision as-a-Service Subscription Lic for 1- Month for 1 Switch. Arista Fixed 1G/mG Group 1 Platforms. Includes E, FLX-L. Arista Networks - SS-CVS-G1-SWITCH-1M	\$38.42	\$5,532.48
144	SVC-720DT-24S-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for CCS- 720DT-24S series Arista Networks - SVC-720DT-24S-1M-4H	\$19.01	\$2,737.44
2	DCS-7280SR3-40YC6-R	Arista 7280R3, 40x25GbE SFP and 6x100G QSFP switch router, rear to front air, 2 x AC Arista Networks - DCS-7280SR3-40YC6-R	\$15,045.12	\$30,090.24
72	SS-CVS-SWITCH-1M	CloudVision as-a-Service Subscription Lic for 1- Month for 1 Switch. 10G+ Platforms. Arista Networks - SS-CVS-SWITCH-1M	\$166.51	\$11,988.72
72	SVC-7280SR3-40YC6-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7280SR3-40YC6 Arista Networks - SVC-7280SR3-40YC6-1M-4H	\$165.05	\$11,883.60
12	SFP-1G-SX	1000BASE-SX SFP (Short Haul) Arista Networks - SFP-1G-SX	\$53.48	\$641.76
34	AOC-S-S-25G-7M	25GbE SFP25 to SFP25 Active Optical Cable, 7m Arista Networks - AOC-S-S-25G-7M	\$303.52	\$10,319.68
18	AOC-S-S-10G-7M	SFP+ to SFP+ 10GbE Active Optical Cable 7 meter Arista Networks - AOC-S-S-10G-7M	\$142.21	\$2,559.78
4	CAB-SFP-SFP-5M	10GBASE-CR twinax copper cable with SFP+ connectors on both ends (5m) Arista Networks - CAB-SFP-SFP-5M	\$67.07	\$268.28
2	CAB-SFP-SFP-1M	10GBASE-CR twinax copper cable with SFP+ connectors on both ends (1m) Arista Networks - CAB-SFP-SFP-1M	\$40.33	\$80.66

If you have any questions regarding this quotation, please contact:  
 Mitch Bruhn | 858-705-1286 | [mitch@sidepath.com](mailto:mitch@sidepath.com)

Qty	Item Code	Description	Unit Price	Ext. Price
2	SFP-10G-SR-P	Promo: 10GBASE-SR SFP+ (Short Reach) Arista Networks - SFP-10G-SR-P	\$82.78	\$165.56
6	CAB-Q-Q-100G-0.5-P	Promo: 100GbE QSFP100 to QSFP100 twinax copper cable, 0.5M Arista Networks - CAB-Q-Q-100G-0.5-P	\$125.22	\$751.32
2	CAB-S-S-25G-0.5M	25GbE SFP25 to SFP25 twinax copper cable, 0.5M Arista Networks - CAB-S-S-25G-0.5M	\$70.05	\$140.10
1,990	SVE-TRAIN	General Training Credit can be used for all Arista training products and services Arista Networks - SVE-TRAIN	\$0.00	\$0.00
1		SHIPPING	\$1,411.76	\$1,411.76
<b>SubTotal</b>				\$106,582.58
<b>Cables</b>				
4	LCLC-7M-OM4	LC-LC 7 Meter OM4 Duplex Aqua Jacket Fiber Optic Cable- 50 micron 850nm Laser Optimized	\$19.47	\$77.88
<b>SubTotal</b>				\$77.88
<b>Engineering Professional Services Installation, Cutover Planning, Migration and Training</b>				
1		See Provided Scope of Work	\$25,995.00	\$25,995.00
<b>SubTotal</b>				\$25,995.00

Payment Terms from Ship Date: Net 30  
Pricing does not include Sales Tax or Shipping/Handling unless specifically stated in quote.  
CA Shipments: CA Electronic Waste Recycling (eWaste) Fee will apply to monitors, laptops or tablets.

<b>Product Total</b>	<b>\$132,655.46</b>
<b>Taxes</b>	<b>\$7,617.57</b>
<b>Grand Total</b>	<b>\$140,273.03</b>

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by Sidepath's Purchasing Terms and Conditions, which are located at: [www.sidepath.com/terms](http://www.sidepath.com/terms). The Purchasing Terms and Conditions are incorporated herein by reference and available in hard copy upon your request.

Note: Sidepath will collect sales tax for orders shipped to these six states: AZ, CA, MA, NV, TX and WA. For orders shipped outside of these six states, it will be the customer's responsibility to report the tax as Sales & Use Tax.

Please contact me if I can be of further assistance.

**THANK YOU FOR YOUR BUSINESS!**

If you have any questions regarding this quotation, please contact:  
Mitch Bruhn | 858-705-1286 | [mitch@sidepath.com](mailto:mitch@sidepath.com)