

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



**ITEM: 3.15  
(ID # 28837)**

**MEETING DATE:**  
Tuesday, November 04, 2025

**FROM :** REGISTRAR OF VOTERS

**SUBJECT:** REGISTRAR OF VOTERS: Ratify and Approve the Software and Equipment License Maintenance and On-Call Support Work Order Authority with DMT Solutions Global Corporation dba BlueCrest through December 31, 2025 with the option to renew for four (4) additional one- year periods through December 31, 2029, All Districts [Annual Costs Not to Exceed \$260,000; up to twenty percent (20%) in additional compensation annually, 100% - Department Budget].

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and Approve the Software License and Maintenance Work Order with DMT Solutions Global Corporation dba BlueCrest through December 31, 2025, with the option to renew for four (4) additional one-year periods through December 31, 2029, for a not-to-exceed annual amount of \$160,000 and authorize the Chairman of the Board to sign the agreements on behalf of the County;
2. Authorize the inclusion and consolidation of Automated Signature Verification (ASV) equipment, software, and related support services previously procured with DMT Solutions Global Corporation dba BlueCrest through December 31, 2025 with the option to renew for four (4) additional one-year periods through December 31, 2029, for an additional not-to-exceed annual amount of \$100,000, thereby establishing a single, comprehensive work order authority for all BlueCrest-provided systems and services.

Continued on page 2

**ACTION:Policy**

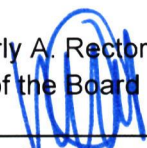
  
Art Tinoco, Registrar of Voters 10/29/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Medina, seconded by Supervisor Perez 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: November 4, 2025  
xc: ROV

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

**RECOMMENDED MOTION:** That the Board of Supervisors:

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; a) sign amendments that do not change the substantive terms of the Work Order that stay within the intent of the agreement b) add services to the Work Order and/or execute additional Work Orders as may be needed for systems support and c) sign amendments including change orders to the compensation provisions that do not exceed the sum total of twenty-percent (20%) of the annual cost of the Work Order(s).
  
4. Authorize the Purchasing Agent to issue Purchase Orders for the services and support provided not to exceed the approved annual amounts.

<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>	\$260,000	\$260,000	\$1,300,000	\$0
<b>NET COUNTY COST</b>	\$260,000	\$260,000	\$1,300,000	\$0
<b>SOURCE OF FUNDS:</b> 100% Department Budget			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 25/26 – 29/30	

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

**BACKGROUND:**

**Summary**

The popularity of vote-by-mail voting has increased tremendously over the last 30 years. In 1998, a total of 85,000 voters voted by mail. In November 2024, that number jumped to 788,661 voters. With the growing use of mail-in ballots, sorting equipment has become a crucial component in maintaining voter confidence and ensuring election legitimacy. Ongoing support is critical to maintaining the equipment in working order. In addition, a dedicated service technician is always present on site while the equipment is in operation to help mitigate the potential of a breakdown.

In the future, the support of the signature verification equipment already purchased and implemented will be included in this master support agreement to consolidate work orders for better contract management. This consolidation of services reflects the broader scope of maintenance and support to sustain all BlueCrest systems.

Multiple jurisdictions in California including Los Angeles, San Bernardino and San Diego, have implemented Automatic Signature Verification.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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**Impact on Residents and Businesses**

There are no negative impacts on residents and businesses in the County, the use of sorting equipment streamlines the process, enabling election officials to efficiently handle large volumes of ballots, an essential advantage during high-turnout elections.

With the continued rise in mail-in voting, the sorting equipment and Automatic Signature Verification (ASV) systems can easily adapt to higher workloads without requiring a significant increase in staffing or resources, potentially resulting in savings to the General Fund.

**Contract History and Price Reasonableness**

The Work Order with DMT Solutions Global Corporation dba BlueCrest (BlueCrest), to be presented to the Board for approval, is based on utilizing the pricing from the National Association of State Procurement Officials (NASPO) Contract ID CTR058805 for Mailing Equipment, Supplies and Maintenance. The NASPO agreement was awarded through a publicized competitive bid process which meets the county's requirement of seeking competition and assists with expediting the implementation/acquisition of needed commodities and services. BlueCrest is providing the same pricing and terms as those awarded through the NASPO agreement.


Automated Signature Verification (ASV) equipment and related support services are also included under the NASPO master agreement. In September 2025, an ASV-related work order was procured utilizing this same agreement and remains active. This Board action seeks to consolidate all BlueCrest services currently in use by ROV (including software licensing, equipment maintenance, on-site technical support, and Automated Signature Verification) under a single unified authority for improved contract management and operational efficiency.

**ATTACHMENT:**

- A. Software License and Maintenance Work Order with DMT Solutions Global Corporation dba BlueCrest

  
Melissa Curtis, Deputy Director of Purchasing and Fleet 10/29/2025

  
Jacqueline Ruiz, Principal Analyst 10/29/2025

  
Stephanie Nelson 10/29/2025

**DMT SOLUTIONS GLOBAL CORPORATION**

(d/b/a BlueCrest)

**MAINTENANCE & APPLICATION SOFTWARE  
ORDER FORM  
("Order")**

.DATED:           

BILL TO		INSTALL ADDRESS (if different)	
Client Name:	County of Riverside	Client Install Facility:	Riverside County Registrar of Voters
Address:		Address:	2724 Gateway Drive
City, State, Zip:		City, State, Zip:	Riverside, CA 92507-0918
Client Acct #:		Client Acct #:	CUS004032
Phone #:		Phone #:	
Contact Name:		Contact Name:	

MAINTENANCE SERVICES					
Equipment Description (Model)	Equipment Serial Number	Equipment Location	Term	On-Call Maintenance; On-Site Maintenance;	Annual Maintenance Service & Protect Fees
STV1	0004199	2724 Gateway Dr Riverside CA 92507-0918	1/1/25-12/31/25	On-Call Maintenance	\$29,664.00
STV1	0004346	2724 Gateway Dr Riverside CA 92507-0918	10/1/25-12/31/25	On-Call Maintenance prorated to align to term	7601.40
STV1	0004199	"	1/1/26-12/31/26	On-Call Maintenance	30,405.60
STV1	0004346	"	1/1/26-12/31/26	On-Call Maintenance	30,405.60
STV1	0004199	"	1/1/27-12/31/27	On-Call Maintenance	31,165.74
STV1	0004346	"	1/1/27-12/31/27	On-Call Maintenance	31,165.74
STV1	0004199	"	1/1/28-12/31/28	On-Call Maintenance	31,944.88
STV1	0004346	"	1/1/28-12/31/28	On-Call Maintenance	31,944.88
STV1	0004199	"	1/1/29-12/31/29	On-Call Maintenance	32,743.51
STV1	0004346	"	1/1/29-12/31/29	On-Call Maintenance	32,743.51

**PROTECT SERVICES:**  
 Protect (Quarterly)     Protect+ (Monthly)    Location: \_\_\_\_\_ # of Assets/Seats Purchased: \_\_\_\_\_

**PROTECT SERVICES TERMS:** <https://www.bluecrestinc.com/legal/protect-service-terms/>

Special Billing Requirements:	Important Notice:	Net Subtotal	
		Total Price (Excluding Tax)	\$449,301.34

**MAINTENANCE SERVICES PAYMENT TERMS**

**One hundred percent (100%)** of the Total Price for the initial one (1) year term of Maintenance Services set forth on this Order, and all applicable Taxes on the Total Price, shall be due and payable in accordance with the Agreement (as defined below).

**APPLICATION SOFTWARE & MAINTENANCE SERVICES**

Qty	Licensed Product	BlueCrest Software or BCC Software	Production License / Non-Production License	License Term (Start Date, End Date, and Duration)	Number of [Users] [Transactions] [Customers (if Service Provider)]	License Fee Perpetual /Annual Term	Annual Maintenance Fee (if applicable)	On Premise or SaaS	Aggregate Fees
2	ReliaVote 360 , RAF Binarizer, PBMC,			Sorter Serial 0004346 prorated 10/1/25-12/31/25 Sorter Serial 0004199 1/1/25 - 12/31/25		Annual - Year 1	Annual		\$20,513.31
2	ReliaVote 360 , RAF Binanazer, PBMC,			1/1/26-12/31/26		Year 2	Annual		\$33,474.45
2	ReliaVote 360 , RAF Binanazer, PBMC,			1/1/27-12/31/27		Year 3	Annual		\$34,311.31
2	ReliaVote 360 , RAF Binanazer, PBMC,			1/1/28-12/31/28		Year 4	Annual		\$35,169.09
2	ReliaVote 360 , RAF Binanazer, PBMC,			1/1/29-12/31/29		Year 5	Annual		\$36,048.32

<b>Installation Site and Requested Install Date:</b>	<b>Special Billing Requirements:</b>	<b>Total Net Application Software &amp; Maintenance Services Fees (Excluding Tax)</b>	\$159,516.48
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**APPLICATION SOFTWARE & MAINTENANCE PAYMENT TERMS**

The Total Net Application Software & Maintenance Services Fees set forth on this Order and all applicable Taxes on the Total Net Application Software & Maintenance Services Fees shall be due and payable in accordance with the Agreement (as defined below).

**APPROVAL**

<p align="center"><b>TAX EXEMPT CERTIFICATE</b></p> <p>Applicable <input type="checkbox"/></p> <p>Not Applicable <input type="checkbox"/></p> <p>If applicable, certificate must be attached to this Order.</p>	<p align="center"><b>PURCHASE ORDER REQUIREMENT</b></p> <p>Required <input type="checkbox"/></p> <p>Not Required <input type="checkbox"/></p> <p>If a Purchase Order is required, it must be attached to this Order.</p>	<p align="center"><b>PAYMENT TERMS ACKNOWLEDGEMENT</b> (Authorized Client employee must confirm payment terms by initialing box)</p> <div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>
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The Client hereby acknowledges and agrees that this Order is subject to, incorporated with, and governed by (i) the NASPO ValuePoint Master Agreement CTR058805 (the "NASPO Agreement"), (ii) the State of California Participating Addendum Number 7-22-70-50-02, executed on November 30, 2022 and December 5, 2022 (as amended, the "Participating Addendum"), (iii) with respect to the Maintenance Services set forth above, the On-Call Equipment Maintenance Terms and Provisions (attached hereto as Exhibit A, the "On-Call Maintenance T&Cs"), and (iv) with respect to the Application Software set forth above, the On-Premise Application Software Terms and Provisions (attached hereto as Exhibit B, the "Application Software Terms and Provisions", and collectively with the Order, the NASPO Agreement, the Participating Addendum, and On-Call Maintenance T&Cs, the "Agreement"). The Client further acknowledges and agrees that any terms appearing on Client's purchase order or other Client form(s) shall be void and of no force or effect.

**DMT SOLUTIONS GLOBAL CORPORATION**  
**d/b/a BlueCrest ("BlueCrest")**  
 By: Tim Rodriguez  
Tim Rodriguez (Oct 30, 2025 13:55:05 EDT)  
 Name: Tim Rodriguez  
 Title: CSTO  
 Date: 10/30/2025

**COUNTY OF RIVERSIDE**, a political subdivision of  
 The State of California (the "Client")  
 By: V. Manuel Perez  
 Name: V. MANUEL PEREZ  
 Title: CHAIR, BOARD OF SUPERVISORS  
 Date: NOV 04 2025

ATTEST:  
 Kimberly A. Rector  
 Clerk of the Board  
 By: [Signature]  
 Deputy

APPROVED AS TO FORM:  
 Minh C. Tran  
 County Counsel  
 By: [Signature]  
 Deputy County Counsel

NOV 04 2025 3.15

## EXHIBIT A

### On-Call Equipment Maintenance Terms and Provisions

These On-Call Equipment Maintenance Terms and Provisions (the "On-Call Maintenance T&Cs") are attached as Exhibit A to the BlueCrest Maintenance & Application Software Order Form, dated as of October \_\_, 2025, by and between DMT Solutions Global Corporation (d/b/a BlueCrest) and the County of Riverside. Any capitalized term used herein without definition shall have meaning assigned to such term in the Agreement.

"*Equipment*" means the equipment identified in the "Maintenance Services" section of the Order.

"*Embedded Software*" means any firmware and software embedded in the Equipment.

The On-Call equipment maintenance services identified on the Order (the "Equipment Maintenance Services") are subject to the following terms and conditions:

a) *Commencement & Renewal.* Equipment Maintenance Services shall commence and terminate as of the respective dates set forth on the Order (i.e., commence as of January 1, 2025 and terminate on December 31, 2029).

b) *Equipment Support.*

(i) Equipment Maintenance Services activities will include reasonable remedial maintenance and preventative maintenance necessitated by normal usage. BlueCrest shall perform the Equipment Maintenance Services using trained and qualified Client Service Representatives ("CSRs") and such maintenance services shall be performed in a good and workmanlike manner.

(ii) Remedial maintenance will include replacement of parts, excluding consumable parts, and machine enhancements. Parts provided hereunder shall be new or equivalent to new including refurbished parts.

(iii) Preventative maintenance will consist of inspecting, cleaning and periodically lubricating various components as well as replacing any worn parts. BlueCrest shall inform Client of the timing and nature of preventative maintenance required and BlueCrest and Client shall mutually agree on the scheduled time for CSRs to perform the preventative maintenance. BlueCrest shall use commercially reasonable efforts to conduct preventative maintenance as scheduled. Client shall make the Equipment reasonably available to BlueCrest for preventative maintenance.

(iv) Notwithstanding anything in the Agreement to the contrary, BlueCrest will not be responsible: (A) for maintaining any Equipment that Client has failed to operate under suitable temperature, humidity, line voltage, or any specified environmental conditions; (B) if reasonable care is not used in handling, operating, and maintaining the Equipment; (C) if Equipment is not used in accordance with the agreed applications and for the ordinary purpose for which it is designed; (D) if the inability of Equipment to perform is due to any act or failure to act on the part of Client, including without limitation, any alteration or adding components to Equipment; (E) unqualified operators' use of Equipment; (F) use of Equipment in a manner not intended; (G) use of Equipment to process applications not previously approved in writing by BlueCrest; or (H) use of damaged materials, such as paper or envelopes. If BlueCrest performs any repairs or maintenance as a result of any of the foregoing, the Client shall pay BlueCrest at BlueCrest's normal rates in effect at such time. Client shall promptly notify BlueCrest of any unauthorized alteration of or addition to Equipment that occurred after Client accepted the Equipment. BlueCrest will not be required to maintain Equipment that has become obsolete, either due to age, discontinuance of manufacture, or irreparability. BlueCrest shall make recommendations to Client regarding the replacement or refurbishment of such obsolete Products.

c) *Embedded Software Support*

(i) BlueCrest shall provide to Client software maintenance services ("SMS") and database services ("DBS") for the Embedded Software. Embedded Software support does not include operating system (i.e. Windows) security patch implementations (to be contracted separately).

(ii) Software maintenance for the Embedded Software will consist of fixes made from time to time ("Fixes"). Fixes to the Embedded Software may include all or part of the following: (A) Fixes to previously reported "bugs" to the Embedded Software; and (B) Technical improvements to the Embedded Software.

(iii) Client shall be advised of required Fixes made to the Embedded Software during the Term. Fixes shall be made available to Client, for implementation by Client or BlueCrest using the method deemed most appropriate; however, installation of a Fix to Embedded Software which has been modified by Client or BlueCrest at Client's request may require additional modifications, for which there will be an additional charge.

(iv) Upgrades and version releases to the Embedded Software may be issued periodically by BlueCrest, shall consist of additional and enhanced functions, may be available at an additional charge to the Client, and may be installed at Client's option. Upgrades incorporate functional and technical capability not provided in the last Version Release but deemed required prior to the next Version Release ("Upgrade(s)"). Version releases incorporate all of the Upgrades; including functionality changes, and Fixes which have been issued since the previous release ("Version Release"). Installation of an Upgrade or Version Release to Embedded Software that has been modified by BlueCrest at Client's request may require additional modifications, for which there will be an additional charge. All Version Releases, Upgrades, and Fixes provided under this Schedule shall be subject to the terms and conditions of the applicable agreement pursuant to which the original Embedded Software was licensed.

(v) DBS will consist of distribution at no additional charge to Client of updates to the databases identified in the relevant purchase and/or license agreement; as such updates are made available by BlueCrest from time to time. DBS updates include postal or carrier rate changes, all zip or zone changes, and changes in service provided by carriers, provided that BlueCrest does not warrant the availability, accuracy or timely dissemination of non-BlueCrest originated source data incorporated in the databases.

(vi) Notwithstanding anything in the Agreement to the contrary, BlueCrest will not be responsible: (A) for maintaining any Embedded Software that Client has failed to operate properly on the approved platform; (B) if the Embedded Software is not used in accordance with the agreed applications and for the ordinary purpose for which they are designed; (C) if the inability of Embedded Software to perform is due to any act or failure to act on the part of Client, including without limitation, any alteration of or adding components to Embedded Software or failure to install updates, Version Releases, Upgrades or Version releases; (D) unqualified operators' use of the Embedded Software; (E) use of the Embedded Software in a manner not intended; (F) use of the Embedded Software to process applications not previously approved in writing by BlueCrest; (G) if the Embedded Software has been operated with other media not meeting or not maintained in accordance with the manufacturer's specifications; or (H) where Client's service issue results from a problem other than from the Embedded Software. If BlueCrest performs any SMS or DBS as a result of any of the foregoing, the Client shall pay BlueCrest at BlueCrest's normal rates in effect at such time. BlueCrest is not responsible for maintaining any third-party software and/or hardware that communicates or operates with the Embedded Software, and Client hereby agrees to indemnify and hold harmless BlueCrest in the event that any such communicating or operating software or hardware causes loss or damage to the Embedded Software or related equipment. Client shall promptly notify BlueCrest of any unauthorized alteration of or addition to the Embedded Software that occurred after Client accepted the Embedded Software.

(vii) If Client upgrades to a new release, i.e., major enhancements and/or new functionality of the Embedded Software licensed by BlueCrest, the SMS provided hereunder may be transferred to the new release at the then current subscription fee for the new release less credit for fees previously paid hereunder.

d) *Outages.*

(i) To request assistance in connection with an Outage, Client should submit a maintenance ticket to BlueCrest Service Support at <https://bluecrestinc.microsoftcrmportals.com/SignIn> or call 844-622-2583.

(ii) The appropriate CSR will promptly respond to any request for service received from Client and record the service call in the BlueCrest service management system for any Outage of fifteen (15) minutes duration or longer. The Outage period will begin to run from the time the CSR receives proper notification thereof.

(iii) If the Outage extends beyond one hundred twenty (120) consecutive minutes, the CSR will contact the area Regional Technical Specialist (“RTS”) for assistance. The RTS will provide telephone support as required in the determination of CSR and RTS.

(iv) If the Outage extends beyond two hundred forty (240) consecutive minutes, the RTS will contact the Service Manager and Division Technical Specialist (“DTS”). The Service Manager will review the Product’s condition with the RTS, plan the necessary corrective action and notify Client as to the action being taken.

(v) If the Outage extends beyond four hundred eighty (480) consecutive minutes, BlueCrest will notify the Division Services Director and will determine whether additional on-site support is required.

(vi) If the Outage extends beyond seven hundred twenty (720) consecutive minutes, a Vice President responsible for client service will be notified and appropriate additional on-site support will be supplied at no expense to Client.

e) *Obsolescence.* From time to time, BlueCrest may provide notice to Client of its election, in its sole discretion, to terminate support for certain hardware, software, servers and/or databases due to obsolescence, end of life or a third-party manufacturer’s election to discontinue certain servers, platforms and/or software (collectively “Obsolescence”). In the event Client’s support is terminated due to Obsolescence, Client will be provided a pro-rata refund for any amounts prepaid for Equipment Maintenance Services for the obsolete hardware or software. In the event of a termination due to Obsolescence, Client will be provided an option to replace the obsolete software, servers and/or databases with replacements that meet or exceed Client’s original system requirements, provided; however, additional costs, including but not limited to installation and support fees associated with the new solution may apply. Parts and/or assemblies for the obsolete products described above or for products not sold as new will be provided only if available.

f) *Protect Service Terms and Conditions.* If Client has elected Protect Services on the Order, the additional terms and conditions set forth at <https://www.bluecrestinc.com/legal/protect-service-terms/> shall also apply.

## EXHIBIT B

### On-Premise Application Software Terms and Provisions To BlueCrest Maintenance & Application Software Order Form

These On-Premise Application Software Terms and Provisions (the "Application Software T&Cs") are attached as Exhibit A to the BlueCrest Maintenance & Application Software Order Form, dated as of October \_\_, 2025, by and between DMT Solutions Global Corporation (d/b/a BlueCrest) and the County of Riverside. Any capitalized term used herein without definition shall have meaning assigned to such term in the Agreement.

*"On-Premise Application Software"* means the on-premise application software identified in the Order.

*"Computer"* means the server or computer identified in an Order on which On-Premise Application Software is authorized to be installed and used. If no specific computer is identified in the Order, then Computer will be any single physical server.

*"Documentation"* means the current technical and user guides for the On-Premise Application Software, Support Guidelines and other specifications provided to Client by BlueCrest. The Documentation may be modified from time-to-time to incorporate Enhancements.

*"Enhancements"* means any updates, upgrades, modifications, new releases and corrective programming to the On-Premise Application Software that are provided as part of Maintenance Services.

*"Maintenance Services"* means the maintenance services set forth in Section 6 of these Application Software T&Cs.

*"Service Provider"* means that Client uses the On-Premise Application Software to perform services, including, to: (i) verify address information and/or provide postal-related services; (ii) provide analytics; (iii) develop, design, archive, process and/or print business documents; (iv) merge or convert print stream data; (v) append geographic coordinates or demographics to address records or other data; and/or (vi) perform other data processing services; for entities other than Client, such as an affiliate.

*"Sorter Software"* means (i) SortEngine - including SQL license on the primary sorter server, (ii) Relia-Vote™ processing software, (iii) WABCR Software, and (iv) IMB Full Service.

*"Transaction"* means a record or user query that is submitted to the On-Premise Application Software.

*"User"* means an individual authorized by Client to use the On-Premise Application Software in accordance with the Agreement regardless of whether the individual is actively using the On-Premise Application Software at any given time.

*"Warranty Period"* means the ninety (90) day period following initial delivery of the On-Premise Application Software.

**1. License Grant.** In consideration of the fees paid by Client to BlueCrest, BlueCrest hereby grants to Client a non-exclusive, non-transferable and non-sublicensable license to use the On-Premise Application Software during the license term set forth in the Order in accordance with the Agreement. The grant of rights to the On-Premise Application Software is not a sale of the On-Premise Application Software. BlueCrest and its third-party licensors reserve all rights not expressly granted by this Agreement.

**3. Use of On-Premise Application Software.** During the license term set forth in the Order, Client is permitted to use the On-Premise Application Software only for its own internal business purposes. The On-Premise Application Software will be installed only at the installation site on the Computer or in a virtual environment and utilizing the operating system set out therein. Client is permitted remote access to the On-Premise Application Software unless

otherwise prohibited in the Order. Use of the On-Premise Application Software as a Service Provider is prohibited unless otherwise authorized in the applicable Order. Additional terms of authorized use are as set forth in the applicable Order and may include limitations on: (i) the number of Users; (ii) the applications authorized to access the On-Premise Application Software; and (iii) the number of Transactions processed using the On-Premise Application Software. On-Premise Application Software licensed for desktop use by a specific number of Users may be installed on the number of devices equal to the specific number of User licenses purchased or may be installed on multiple devices so long as the number of individual Users does not exceed the number of licenses purchased.

Client may, upon BlueCrest's written consent and the payment of additional fees: (i) utilize the On-Premise Application Software with a different operating system; (ii) process additional Transactions; or (iii) add Users. If the Installation Site is located in the United States, such Installation Site may be changed to another location within the United States upon written notice to BlueCrest, but may not be changed to a location outside the United States without BlueCrest's prior written consent. If the Installation Site set forth in the Order is located outside of the United States, such Installation Site may be changed to another location within the original country upon notice to BlueCrest, but may not be changed to a different country without BlueCrest's prior written consent.

Client may make a reasonable number of copies of the On-Premise Application Software and Documentation solely for back up or disaster recovery purposes. Client must reproduce all copyright, trademark, trade secret and other proprietary notices in such copies. Client shall record the number and location of all copies of the On-Premise Application Software and Documentation and take steps to prevent any unauthorized copying. The back up or disaster recovery copies can only be used to perform disaster recovery testing or if the Computer or virtual environment becomes inoperative. Except to perform disaster recovery testing in accordance with Client's disaster recovery procedures, Client is not permitted to use the back up or disaster recovery copies of the On-Premise Application Software for production or testing\development concurrently with the production or testing\development copies of the On-Premise Application Software.

Client may install, for a period not to exceed fifteen (15) days from date of installation, Enhancements in a test environment for the sole purpose of determining if such Enhancements will be deployed by Client in the licensed production environment. Upon conclusion of such period, Client will install and use only the number of production and test/development copies of the Enhancements set forth in the Order.

Client may permit its third party contractors to access and use the On-Premise Application Software solely on behalf of, and for the benefit of, Client, so long as: (i) contractor agrees to comply fully with these Application Software T&Cs and the applicable Order(s) as if they were Client; (ii) Client remains responsible for each contractor's compliance with these Application Software T&Cs and the applicable Order(s) and any breach thereof; (iii) any User limitation includes User licenses allocated to contractors; and (iv) the contractor is not, in BlueCrest's reasonable opinion, a competitor of BlueCrest. All rights granted to any contractor shall terminate immediately upon the earlier of: (A) conclusion of the services rendered to Client that gives rise to such right; and (B) expiry or termination of the applicable license term. Upon termination of such rights, Client shall ensure that contractor immediately ceases all use of the On-Premise Application Software, un-installs and destroys all copies of the On-Premise Application Software and any other BlueCrest information in contractor's possession or control, and Client must certify in writing upon BlueCrest's request that it is in compliance with this Section.

**4. Restrictions.** Client will not: (i) make derivative works of the On-Premise Application Software; (ii) reverse engineer, decompile or disassemble the On-Premise Application Software or any portion thereof except as is permitted by applicable law; (iii) make copies of the On-Premise Application Software or Documentation except as otherwise authorized in Section 3; (iv) disclose the On-Premise Application Software or any other BlueCrest information to any third party except as permitted by this Agreement; (v) sublicense, rent, lease, lend, or host the On-Premise Application Software to or for other parties; (vi) attempt to unlock or bypass any initialisation system, encryption methods or copy protection devices in the On-Premise Application Software; (vii) modify, alter or change the On-Premise Application Software; (viii) alter, remove or obscure any patent, trademark or copyright notice in the On-Premise Application Software; or (ix) use components of the On-Premise Application Software independent of the On-Premise Application Software they comprise.

**5. Intellectual Property.** Client hereby acknowledges and agrees that BlueCrest and its licensors are the sole and exclusive owners of (i) all right, title and interest in and to the On-Premise Application Software, including all

intellectual property rights relating thereto, (ii) any derivatives, modifications, improvements, enhancements, or extensions to the On-Premise Application Software, whenever developed, created, authored, conceived, reduced to practice or acquired by BlueCrest or its licensors, and (iii) any and all suggestions, feedback, recommendations and other comments made to BlueCrest or its licensors that are incorporated into the On-Premise Application Software and/or Documentation. Client further acknowledges and agrees that it shall have no rights in or to the On-Premise Application Software or any intellectual property rights relating thereto other than the right to use them in accordance with the terms of the license(s) granted under the Agreement.

**6. Maintenance Services.** Client shall obtain Maintenance Services for the On-Premise Application Software for the initial term of the On-Premise Application Software set forth in the applicable Order and for the fees set forth therein. The term for Maintenance Services for the On-Premise Application Software shall automatically renew for successive twelve (12) month terms at BlueCrest's then current rates unless (i) such Maintenance Services are earlier terminated pursuant to this Agreement's express provisions, (ii) either party gives the other party written notice of non-renewal of such Maintenance Services at least sixty (60) days prior to the expiration of the then current term, or (iii) the licenses to the On-Premise Application Software is not in effect as of the expiration of the then current term.

Maintenance Services consist of: (i) reasonable amounts of telephone support to assist Client with the use of the On-Premise Application Software in accordance with the support guidelines; (ii) Enhancements provided to other Clients of the On-Premise Application Software who have paid for Maintenance Services for the current maintenance term; and (iii) the correction of errors or non-conformities with the On-Premise Application Software to perform as set out in the Documentation in accordance with BlueCrest's published support guidelines. Support will be provided to the limited number of contacts selected by Client in accordance with the support guidelines. If BlueCrest is unable to correct a reported error or non-conformity in the On-Premise Application Software that is classified in BlueCrest's published Support Guidelines as a critical or high severity level problem within thirty (30) days following notice from Client or an additional period of time reasonably agreed to by the parties, Client may terminate Maintenance Services for such Software and receive, as its exclusive remedy, a pro-rata refund of the fees paid for Maintenance Services for the balance of the existing maintenance term.

With respect to Sorter Software, maintenance services also consist of quarterly distribution of Microsoft Windows security patches to computers incorporated on BlueCrest hardware provided that such computers are accessible via an internet connection. Client will be prompted when to download such security patches and BlueCrest shall provide a report with respect to each such security patch deployment.

**7. Renewal.** The license for any On-Premise Application Software licensed for a limited term (as set forth in an applicable Order) shall automatically renew for successive twelve (12) month terms at BlueCrest's then current license fee rates unless such license is earlier terminated pursuant to the Agreement's express provisions or either party gives the other party written notice of non-renewal of such license at least sixty (60) days prior to the expiration of the then current license term. If a Client has a term license to the On-Premise Application Software, Client must renew the term license in order to purchase and obtain additional Maintenance Services for the On-Premise Application Software.

**8. Training.** BlueCrest will provide Client with the training set forth in an Order, for the fees set forth therein, prior to the expiration date indicated. Unless otherwise set forth in the Order, training will be provided remotely or at a BlueCrest training facility. If an Order provides for training at Client's location, Client will pay for all reasonable travel-related expenses incurred by BlueCrest in the performance of the training. No refunds will be issued for any trainings Client fails to attend, or if intended to be performed at a Client location, to be scheduled and hosted by Client, by the expiration date.

**9. Verification.** Upon ten (10) days prior written notice, BlueCrest may verify Client's compliance with the Agreement at all locations and for all environments in which Client uses the On-Premise Application Software. Such verification will take place no more than one (1) time per twelve (12) month period during normal business hours in a manner which minimizes disruption to Client's work environment. BlueCrest may use an independent third party under obligations of confidentiality to provide assistance. BlueCrest will notify Client in writing if any such verification indicates that Client has used the On-Premise Application Software in excess of the use authorized by the Agreement or Order. Client agrees to promptly enter into an Order and pay the license, Maintenance Service fees related to any excess use.

**10. Warranties; Disclaimers**

(a) BlueCrest represents and warrants that it has the right to grant to Client the rights granted hereunder.

(b) BlueCrest represents and warrants that during the Warranty Period the On-Premise Application Software will perform all material functions set out in the On-Premise Application Software's Documentation and otherwise operate in substantial accordance with such Documentation. If, during the Warranty Period the On-Premise Application Software fails to comply with this warranty, Client must notify BlueCrest in writing of any alleged errors or non-conformities, in which event BlueCrest will have thirty (30) days from receipt of such notice or an additional period of time as reasonably agreed to by the parties to correct such errors or non-conformities in accordance with the support guidelines. If BlueCrest is unable to timely correct such errors or non-conformities, Client may elect to terminate the license to the non-conforming On-Premise Application Software. If Client terminates the license to the non-conforming On-Premise Application Software during the Warranty Period in accordance with this Section, Client will, as its remedy, receive a refund of all fees previously paid for such On-Premise Application Software.

(c) BLUECREST DOES NOT WARRANT THAT THE ON-PREMISE APPLICATION SOFTWARE WILL OPERATE ERROR-FREE OR THAT BLUECREST WILL CORRECT ALL PRODUCT ERRORS. EXCEPT AS EXPRESSLY STATED IN THESE APPLICATION SOFTWARE T&CS, THE ON-PREMISE APPLICATION SOFTWARE IS PROVIDED "AS IS" AND BLUECREST, ON BEHALF OF ITSELF AND ITS THIRD PARTY SUPPLIERS AND LICENSORS, DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ON-PREMISE APPLICATION SOFTWARE AND SERVICES FURNISHED UNDER THE AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

(d) THE ON-PREMISE APPLICATION SOFTWARE MAY CONTAIN A DISABLING DEVICE OR DEVICE REQUIRING ENABLEMENT: (i) TO COMPLY WITH REQUIREMENTS OF REGULATORY AUTHORITIES; OR (ii) TO PREVENT USE OF THE ON-PREMISE APPLICATION SOFTWARE BEYOND THE TERM OF A LICENSE OR OTHERWISE IN EXCESS OF THE LICENSE METRICS APPLICABLE TO THE ON-PREMISE APPLICATION SOFTWARE AS SET FORTH IN AN ORDER.

**11. Limitation of Liability.**

DISCLAIMER. NEITHER BLUECREST NOR ITS THIRD-PARTY SUPPLIERS/LICENSORS WILL BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, OR LOSS OF PROFITS OR REVENUE EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

**12. U.S. Government Restricted Rights.**

Any On-Premise Application Software licensed for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), including through contractors or subcontractors, will be deemed "commercial computer software" or "commercial computer software documentation" and the U.S. Government's rights with respect to such On-Premise Application Software and Documentation are limited by the terms of the Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable.

**13. Compliance with Laws.**

Client will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable laws, rules, and regulations ("Applicable Laws"), including all Applicable Laws related to the use, disclosure, processing and transmission of personal information, and export control laws. In addition, Client agrees not to export, re-export, or provide the On-Premise Application Software to: (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Denied Persons List; or (iv) any person or entity where such export, re-export or provision violates any U.S. Export control or regulation.

**14. Third Party Content.** Various third party software and other documentation (“Third Party Content”) may have been incorporated into the On-Premise Application Software by BlueCrest under permission from BlueCrest’ licensors and suppliers. Certain Third Party Content provided hereunder requires Client be certified by the United States Postal Services. Client’s failure to obtain such certification shall not impact Client’s obligation to pay to BlueCrest fees due hereunder. If BlueCrest’s license to any Third Party Content terminates, Client agrees: (a) to discontinue and/or return the terminated Third Party Content upon notice from BlueCrest; and (b) that BlueCrest shall have no further obligation with respect to such Third Party Content.

## SCHEDULE 1

### On-Site Maintenance Services Coverage Hours

COVERAGE HOURS: Price includes: On-call service coverage, parts and labor, Monday through Friday 8:00am – 5:00pm excluding BlueCrest observed holidays. BlueCrest observed Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Extended Hours of Coverage at the rates described in the table below:

BlueCrest shall invoice Client for any coverage requests outside of defined service personnel hours as follows.

- Coverage can be purchased per eight hour shift, per technician with two weeks prior written notice.
- Coverage during observed holidays can be purchased per eight hour shift, per technician with two weeks prior written notice.
- Coverage outside of defined service personnel hours requested without prior notification will be billed at the standard BlueCrest standby rates listed below. Stand-by charges reserve a technician to remain on-call outside service personnel hours for one shift, eight hours in length. Hourly charges are calculated from portal to portal, four-hour minimum.
- Rate table is on next page.

BlueCrest Labor Rates								
Stand By & Call Out - Random Basis (unless otherwise covered/stated)								
	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Hol
<b>1st Shift</b>								
Standby	\$116.00	\$116.00	\$116.00	\$116.00	\$116.00	\$116.00	\$116.00	\$231.00
Call-out	\$2,520.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,890.00	\$3,780.00
Qtr. Hr.	\$157.50	\$78.75	\$78.75	\$78.75	\$78.75	\$78.75	\$118.13	\$236.25
<b>2nd Shift</b>								
Standby	\$116.00	\$116.00	\$116.00	\$116.00	\$116.00	\$116.00	\$116.00	\$231.00
Call-out	\$2,520.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,890.00	\$3,780.00
Qtr. Hr.	\$157.50	\$78.75	\$78.75	\$78.75	\$78.75	\$78.75	\$118.13	\$236.25
<b>3rd Shift</b>								
Standby	\$116.00	\$116.00	\$116.00	\$116.00	\$116.00	\$116.00	\$116.00	\$231.00
Call-out	\$2,520.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,890.00	\$3,780.00
Qtr. Hr.	\$157.50	\$78.75	\$78.75	\$78.75	\$78.75	\$78.75	\$118.13	\$236.25
Callout charges listed above cover minimum of 4 hours of time and are charged portal-to-portal The quarter hour increments represent what is charged after the initial 4 hours have been used							<b>Hourly Rate =</b>	<b>\$315.00</b>
Additional Onsite Shift Coverage (Rates per CSR per 8-hour shift)								
	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Hol
1st Shift	\$3,326.00	\$2,016.00	\$2,016.00	\$2,016.00	\$2,016.00	\$2,016.00	\$2,495.00	\$4,990.00
2nd Shift	\$3,492.30	\$2,116.80	\$2,116.80	\$2,116.80	\$2,116.80	\$2,116.80	\$2,619.75	\$5,239.50
3rd Shift	\$3,658.60	\$2,217.60	\$2,217.60	\$2,217.60	\$2,217.60	\$2,217.60	\$2,744.50	\$5,489.00
				<b>Onsite Operator Training:</b> Maximum size of 3 operators per class. Scheduled in advance				
3 days \$7,580 includes travel 4 days \$8,880 includes travel		3 days post new install with operator trainer requested/completed within 30 days of install \$4,070			*Equipment install fee only includes operator training if completed by local site install team			
<b>Wake-Up</b>	\$39,690	Annual	\$3,473	Monthly	\$827	Weekly		

## SCHEDULE 2

### Application Software T&Cs

#### Third Party Content License Terms & Provisions

##### PARASCRIPT:

Software provided by Parascript and/or its successors and assigns that has been incorporated into the Application Software is subject to the following additional terms and conditions.

If AddressScript™ software is licensed hereunder, advance purchase of blocks of clicks (11-digit finalized answers) is required. Client's initial purchase of clicks shall be set forth in Purchase/Lease Agreement. Client agrees to purchase all such clicks from BlueCrest. Client further understands that if it purchases or otherwise acquires clicks from any other source, Client's license will be terminated and BlueCrest may seek remedies hereunder.

If ASV software is licensed hereunder:

- A one (1) year term license has a pre-determined volume cap. Volumes for one (1) year licenses expire at the end of each term or when the volume count during the term is exceeded, whichever occurs first.
- A three (3) year term license has a pre-determined annual volume cap and automatically resets itself on the anniversary date to the same volume each year for a total of three years. Volumes expire at the end of each twelve (12) month period or if volume count during applicable twelve (12) month period is exceeded, whichever occurs first.
- Optimization, Replacement and New End user Application:
  - "Optimize" shall mean any change, alteration, modification, update, upgrade, repair, revision, release, performance improvement, addition of a new feature, or replacement.
  - In the event Client, for any reason, Optimizes or replaces a personal, non-networked computer on which the software is installed, Client may transfer the software to the Optimized personal, non-networked computer at no additional cost provided all of the following occur: (a) the Client shall be the same; and (b) no Optimization or replacement has been made to ReliaVote.
- Parascript shall have no liability for any damages resulting from loss of data or profits, or for any special, indirect, incidental, punitive, or consequential damages arising out of or in connection with the use of ASV;
- Client shall not (i) reverse engineer, decompile or otherwise attempt to derive the source code for ASV; (ii) combine ASV with any software that could alter Parascript's licensing terms; (iii) remove any ASV identification, copyright legend or other notices; (iv) modify or create derivative works based on ASV; (v) issue, sublicense, sell, grant, or in any way transfer a license type or rights to use ASV that is different than the license type or rights issued by Parascript for ASV; (vi) use a perpetual ASV license as a recurring revenue service or to provide services to any third party or for the benefit of any third party (examples include without limitation: engaging in business process outsourcing, acting as a service bureau, charging a subscription or click fee for processing images or accessing ASV; (vii) permit third party access to ASV API (application programming interface) unless that party is the Client's outside developer who has agreed in writing to comply with all applicable licensing terms and restrictions; (viii) use ASV after its license term ends; (ix) use a non-production license in a production environment; (x) access or permit a third party access to API Documentation; and/or (xi) issue, sublicense, sell, grant, or in any way transfer a license or rights to use ASV, or charge a subscription fee to access or use ASV;
- ASV is provided "AS IS";
- Parascript owns ASV and Parascript trademarks, and all rights not expressly granted by Parascript are reserved; and ASV must be deleted at the end of the license term.

## **RAF CORPORATION:**

Software provided by RAF Corporation and/or its successors and assigns that has been incorporated into the Application Software is subject to the following additional terms and conditions.

Dongles. RAF Corporation reserves the right to include a deactivation device (“dongle”) in each copy of the Argosy Post Software. If included, the dongle will prevent the use of such Argosy Post Software until RAF furnishes the key which will activate the Argosy Post Software. Dongles are the property of RAF Corporation and are used to prevent unauthorized copying or use of the Argosy Post Software. Dongles may not be transferred by Client unless the corresponding software is transferred under the terms of this Agreement. Dongles remain the property of RAF and must be returned by Client to Licensor upon expiration/termination of each Client account.

Directories. Due to United States Postal Service regulations, Client, depending on which Application Software is being used, must use a current Zip+4 directory (“Directory”) to operate the Application Software within the mail transport product. The Application Software will not operate without a current Directory which is compatible with the Application Software. BlueCrest, on behalf of its third party licensor and/or its successors and assigns, supplies updated Directories on an annual basis to Clients for whom such service is subscribed and for whom the annual software maintenance fee is timely paid. In order to continue receiving the Directory updates, the software maintenance must be renewed each year and the annual software maintenance fee paid to BlueCrest. During the term of this Agreement, BlueCrest will supply Directory updates to Client for such periods for which the applicable annual subscription fees are received by BlueCrest. Payment of the applicable annual subscription fees for each license is required to operate the Application Software within the licensed application.

## **BCC SOFTWARE, LLC:**

Software provided by BCC Software, LLC and/or its successors and assigns that has been incorporated into the Application Software is subject to the following additional terms and conditions.

- Client agrees to use the BCC software only within the United States, its territories and possessions for the purpose of improving business delivery addresses in multi- occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, advertisements, books, other printed material and any other item to be delivered by the United States Postal Service (USPS);

- US Postal Service Related Services (eg; CASS, NCOALink, DSF<sup>2</sup>).

- (i) BCC Software is a non-exclusive licensee of the United States Postal Service’s (“USPS”) NCOALink database (“NCOA Database”). The information contained in the NCOA Database is regulated by the Privacy Act of 1974 and may be used only to provide a mailing list correction service for lists that will be used for preparation of mailings. If Client receives all or a portion of the NCOA Database in connection with its use of the Application Softwares, Client shall not use such information for any purpose other than mail list processing services. Prior to obtaining or using information from the NCOA Database, Client shall complete, execute and submit to Licensor the NCOA Processing Acknowledgement Form.

- (ii) Further, if Client resides outside the United States, Client shall obtain the proper certifications from the USPS for NCOALink processing. Licensor is under no obligation to provide the mail list processing services to Client unless Client has obtained the proper certifications from the USPS.

- DMA Suppression. Services for DMA Suppression is understood to mean flagging consumers names from marketing lists for the purpose of suppressing them with such information used for no other purpose. Client understands that the DMAchoice Services are intended exclusively for Client’s own use and Client shall not disseminate, sublet, resell, reproduce, transfer or republish the DMAchoice list in any medium in any manner whatsoever.

- Deceased Suppression. Services for deceased individual suppression is understood to mean matching the records from Client's or Client's customers' provided file to identify those individuals within such files who are deceased, with such information to be used for the sole purpose of deleting such deceased individuals from any list used for solicitation or any other external purpose. Client shall, and shall require its customers, not use the information provided from such Service for any other purpose including, but not limited to, promotions to surviving household members, or any other type of marketing or promotion.

Client should not take any adverse action against any individual without further investigation to verify the death listed.

- Prison Suppression. Services for prison individual suppression is understood to mean matching the records from Client's or Client's customers' provided file to identify those individuals within such files, who are incarcerated in the U.S., Canada and U.S. Territories, with such information to be used for the sole purpose of deleting such incarcerated individuals from any list used for solicitation or any other external purpose. Client shall not, and shall require its customers to not, use the information provided from such Service for any other purpose.

- BCC Software reserves the right to modify or discontinue any mail list processing services with or without notice to Client. Neither BCC Software nor Licensor shall be liable to Client should such right to modify or discontinue any of the mail list processing services be exercised. Further, BCC Software or Licensor may, from time to time, impose restrictions on the use of the mail list processing services as a result of changes in the law, limitations placed on BCC Software or Licensor from third parties or their respective licensors, which may limit Client's access to some or all of the data provided through the mail list processing services.

- Client understands and acknowledges that the USPS reserves the right to require BCC Software or Licensor to suspend Client's ability to perform mailing list processing. Neither BCC Software nor Licensor will be liable or responsible for any decision the USPS makes in canceling Client's mailing list processing, including, but not limited to, arbitrating the cancellation decision on Client's behalf. In the event the USPS suspends processing, (i) Client shall not be entitled to any refund or credit from Licensor; and, (ii) Licensor will discontinue providing the mail list processing services to Client.

- The USPS is the owner of numerous trademarks, including but not limited to: United States Postal Service(R), Postal Service(TM), Post Office(TM), United States Post Office(R), the Eagle logo, ZIP + 4(R), CASS(TM), CASS Certified(TM), DPV(TM), eLOT(TM), RDI(TM), LACSLink(TM), NCOALink(TM), SuiteLink(TM).

## **INSURANCE**

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

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

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

H. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be either admitted or licensed in the State of California and have an AM 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 exceed \$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 a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein.. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of 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. If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.
4. 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 to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
5. 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 retentions or self-insured programs shall not be construed as contributory.
6. 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 Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
7. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. 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






# DMT/298 Form Sales Agreement/skj 8-28-08 (C0109663.DOC:1)

Final Audit Report

2025-10-30

Created:	2025-10-30
By:	Yvette Barajas (ybarajas@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAASQt71SjyRdBYi6jFVz0x3shz78_Z4eqb

## "DMT/298 Form Sales Agreement/skj 8-28-08 (C0109663.DOC:1)" History

-  Document created by Yvette Barajas (ybarajas@rivco.org)  
2025-10-30 - 4:47:04 PM GMT
-  Document emailed to Tim Rodriguez (tim.rodriguez@bluecrestinc.com) for signature  
2025-10-30 - 4:47:10 PM GMT
-  Email viewed by Tim Rodriguez (tim.rodriguez@bluecrestinc.com)  
2025-10-30 - 5:53:33 PM GMT
-  Document e-signed by Tim Rodriguez (tim.rodriguez@bluecrestinc.com)  
Signature Date: 2025-10-30 - 5:55:05 PM GMT - Time Source: server
-  Agreement completed.  
2025-10-30 - 5:55:05 PM GMT



Riverside County Board of Supervisors  
Request to Speak

Submit request to the Clerk of the Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

SPEAKER'S NAME: Veronica Langworthy

Address: \_\_\_\_\_

City: Wildomar Zip: \_\_\_\_\_

Phone #: 951-704-4210

Date: 11/04/2025 Agenda # 3.15

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

\_\_\_\_\_ Support \_\_\_\_\_ Oppose X \_\_\_\_\_ Neutral

**Note:** If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

\_\_\_\_\_ Support \_\_\_\_\_ Oppose \_\_\_\_\_ Neutral

I give my 3 minutes to: \_\_\_\_\_

Parking validations available for speakers only – see Clerk of the Board.

(Revised: 04/23/2025)

## BOARD RULES

### Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

### Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

### Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, ensuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo. **Speakers are prohibited from bringing signs, placards, or posters into the hearing room.**

### Individual Speaker Limits:

**Individual speakers are limited to a maximum of three (3) minutes.** The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board. Please step up to the podium when the Chair calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chair adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

### Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chair's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

### Addressing the Board & Acknowledgement by Chair:

The Chair will determine what order the speakers will address the Board and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the public and/or meeting participants. Such behavior, at the discretion of the Board Chair may result in removal from the Board Chambers by Sheriff Deputies.