

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



ITEM: 3.12
(ID # 29867)

MEETING DATE:

Tuesday, March 03, 2026

FROM : ASSESSOR-COUNTY-CLERK-RECORDER

SUBJECT: ASSESSOR COUNTY-CLERK RECORDER: Approval of the Master Services Agreement (MSA) and the Managed Services Statement of Work (SOW) with TTEC DIGITAL, LLC, to provide ongoing support services for Amazon Web Services and Managed Services Program, from March 9, 2026 through March 8, 2031 for the Total Aggregate Amount of \$1,032,830 with the option to Renew for Five (5) additional annual renewals through March 8, 2036 for a Total Aggregate Amount of \$1,122,830, Without Seeking Competitive Bids; All Districts. [Total Aggregate Contract Cost \$2,155,660; up to \$215,566 for future unforeseen service requirements; 100% Departmental Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approval of the Master Services Agreement (MSA) and the Managed Services Statement of Work (SOW) with TTEC DIGITAL, LLC, to provide ongoing support services for Amazon web services and Managed Services Program, from March 9, 2026 through March 8, 2031 for the Total Aggregate Amount of \$1,032,830 with the option to Renew for Five (5) additional annual renewals through March 8, 2036 for a Total Aggregate Amount of \$1,122,830, Without Seeking Competitive Bids; authorize the Chair of the Board to execute the MSA and the Managed Services SOW on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and approved as to form by County Counsel to (a) sign amendments that exercise the option(s) of the Agreement including modifications to the statement of work that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the total amount of \$215,566 through March 8, 2036; and
3. Direct the Purchasing Agent to issue Purchase Orders to TTEC Digital, LLC. for required goods/services that do not exceed the BOS approved total aggregate amount.


ACTION:Policy


Melissa Garcia 2/10/2026

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Perez, and Gutierrez
Nays: None
Absent: Washington
Date: March 3, 2026
xc: ACR

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$134,566	\$224,566	\$2,155,660	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Departmental Funds			Budget Adjustment: No	
			For Fiscal Year: 25/26 – 34/35	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Assessor-County Clerk-Recorder’s (ACR) Amazon Web Services (AWS) hosted Interactive Voice Response (IVR) is a mission-critical platform that delivers efficient, scalable, and fully automated call management for multiple public-facing divisions. Supporting more than 300 user accounts across ACR offices, the system provides continuous access to essential services without the need for direct staff involvement. Key capabilities of the AWS-based IVR system include:

- 24/7 Automated Call Services: Enables round-the-clock access to property records, vital records, and appointment scheduling.
- Intelligent Call Routing: Minimizes hold times and unnecessary transfers by directing callers based on input and service requirements.
- Queue Management & Callbacks: Improves customer experience by offering scheduled callbacks during high-volume periods.
- Elastic Cloud Scalability: Leverages AWS infrastructure to maintain high availability and scale seamlessly during peak demand (e.g., tax season).
- Performance Monitoring & Analytics: Uses AWS CloudWatch and Power BI to provide real-time visibility and support data-driven service enhancements.

Impact on Residents and Businesses

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

The ACR’s IVR call center provides residents and businesses with better customer experience with more functions, and more options to assist with their questions and requests.

Additional Fiscal Information

The total aggregate contract amount through March 8, 2036, is \$2,155,660

Description:	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total
Initial Term:						
Managed Service Agreement	\$44,566	\$44,566	\$44,566	\$44,566	\$44,566	\$222,830
AWS Appliance Service Fee	\$90,000	\$180,000	\$180,000	\$180,000	\$180,000	\$810,000
Initial Term Total	\$134,566	\$224,566	\$224,566	\$224,566	\$224,566	\$1,032,830
	FY 30/31	FY 31/32	FY 32/33	FY 33/34	FY 34/35	Total

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Optional Term Renewal:						
Managed Service Agreement	\$44,566	\$44,566	\$44,566	\$44,566	\$44,566	\$222,830
AWS Appliance Service Fee	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$900,000
Optional Term Total	\$224,566	\$224,566	\$224,566	\$224,566	\$224,566	\$1,122,830
Total Contract Amount:						\$2,155,660
For Future Unforeseen Requirements, Total Aggregate Amount						\$215,566

Contract History and Price Reasonableness

The Purchasing Department, on behalf of the ACR, conducted Request for Proposal (RFP) ASARC-130 for an Interactive Voice Response (IVR) system. Following a comprehensive evaluation, the contract was recommended for award to TTEC Digital, LLC. The Board of Supervisors formally approved the Master Services Agreement with TTEC Digital, LLC on March 23, 2021, under Agenda Item No. 3.6.

As a result of the competitive RFP process initiated in 2020, TTEC Digital, LLC was selected as the vendor and has since provided continuous support to the ACR without any increase in AWS service fees. Furthermore, the ACR successfully negotiated the retention of the same Standard Managed Services Hours at the original pricing for the initial five-year term, resulting in an annual cost savings of \$17,000. Approval of SSJ #26-116 with TTEC Digital will allow continued support of the ACR’s AWS-hosted IVR system, offering unparalleled system knowledge, proven performance, pricing stability, and full accountability for maintaining this mission-critical platform.

ATTACHMENTS:

- TTEC Digital Riverside County MSA
- TTEC Managed Services SOW
- Single Source Justification Tracking #26-116

Melissa Curtis
 Melissa Curtis, Deputy Director of Purchasing and Fleet 2/11/2026

Aaron Gettis
 Aaron Gettis, Chief Deputy County Counsel 2/17/2026



TTEC DIGITAL MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is by and between the TTEC Digital, LLC, with offices at 100 Congress Ave., Suite 1425, Austin, TX 78701 ("TTEC" or "Service Provider") and County of Riverside, a political subdivision of the State of California, with an office at 2724 Gateway Drive, Riverside, CA 92507 ("County or ACR") and is entered into as of the date of the last signature (the "Effective Date").

are delivered to County or used by TTEC in providing the Services.

1. Definitions.

1.1 "Affiliate" shall mean any entity that controls, is controlled by, or is under common control with TTEC. "Control" means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of an entity or possession of the right to vote more than fifty percent (50%) of the voting interest in the ordinary direction of the entity's affairs.

1.8 "TTEC Offerings" shall mean the Services and TTEC Materials. "TTEC Offerings" do not include Products (as defined in Exhibit A) or Provider (as defined in Exhibit A) services.

1.9 "TTEC Parties" shall mean TTEC's subcontractors, agents and Affiliates. "TTEC Parties" do not include Providers.

1.2 "Authorized User" shall mean an employee of County, or of a person to whom County has outsourced services, who is authorized to access the Services as either a named user, concurrent user or otherwise. County shall be responsible for the acts and omissions of its Authorized Users as if they were the acts and omissions of County.

1.10 "Services" shall mean the applicable scope, services and/or deliverables described in each applicable Statement of Work Quote or other ordering document (each, the "SOW") executed by the parties pursuant to this Agreement. A County-issued purchase order shall not be the SOW under this Agreement. "Services" do not include Products or Provider services.

1.11 "Third Party Materials" shall mean all software, products, hardware tools, methodologies, processes, programs, services, data, information, materials, documentation, and other items whose Intellectual Property Rights belong to or are licensed from a third party.

1.3 "County Materials" shall mean (i) County provided tools, systems software, databases, hardware, Personal Data, designs and data (whether owned by, or licensed to, County), and (ii) County Intellectual Property and any other pre-existing or independently developed materials provided by County in connection with County's use of the Services. County Materials are the Confidential Information (as defined below) of County.

2. Services.

2.1 "Scope of Services/Engagement." TTEC will provide Services to County for which the scope, fees, pricing, and operational terms shall be specifically described in a mutually agreed SOW executed by authorized representatives of the parties.

1.4 "Documentation" shall mean TTEC's documentation which is delivered or made available to County as part of the Services under this Agreement.

2.2 "County Requirements." It is expressly understood that the Services to be performed under this Agreement are a collaborative undertaking between TTEC and County and, as such, it will be necessary for County to provide and perform, at County's expense, County's requirements and obligations as set forth in the applicable SOW.

1.5 "Intellectual Property" means all past, present, and future works of authorship, materials, information, software, programs, tools, processes, workflows, documents, drawings, designs, forms, plans, reports, manuals, specifications, business methods and other intellectual property, including all intangible legal rights, titles and interests evidenced by or embodied in all: (i) inventions (regardless of patentability and whether or not reduced to practice), improvements thereto, and patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations in part, revisions, extensions, and reexaminations thereof; (ii) trademarks, service marks, trade dress, logos, trade names, and corporate names, together with translations, adaptations, derivations, and combinations thereof, including goodwill associated therewith, and applications, registrations, and renewals in connection therewith; (iii) any work of authorship, regardless of copyrightability, copyrightable works, copyrights and applications, registrations, and renewals in connection therewith; (iv) trade secrets and Confidential Information; and (v) all rights associated with the foregoing and all other proprietary rights and any other similar rights, in each case on a worldwide basis, and copies and tangible embodiments thereof, in whatever form or medium.

2.3 "County Decisions and Consents." TTEC shall be entitled to rely on, and County shall be responsible for, all decisions, instructions and approvals of County project, administrative and other personnel in connection with the Services. County shall be responsible for procuring all County and/or third-party consents, licenses, approvals or permissions from County, and/or County's customers, vendors and licensors as may be necessary to enable TTEC to perform the Services.

2.4 "Use of Services." County will use the Services solely for its internal business purposes in accordance with this Agreement, and the applicable SOW and will not use the Services in any manner that violates any applicable law or governmental regulation.

1.6 "Intellectual Property Rights" means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works; (b) trademark and trade name rights and similar rights and their associated goodwill; (c) trade secret rights; (d) patents and industrial property rights; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, applications for, and protection of any of the rights referred to in subsections (a) through (e) of this sentence.

3. Invoicing and Payment.

3.1 "Invoicing and Payment." Unless otherwise noted in the SOW, TTEC will invoice Client on a monthly basis for the Services fees, authorized travel and other expenses, and other agreed charges. County is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Client shall pay all invoiced amounts that are not subject to good faith dispute within thirty (30) calendar days from the date of the invoice. Client shall timely pay all undisputed fees and within thirty (30) calendar days from Client's receipt of the invoice provide a written explanation of the basis for the dispute and the amount of any fees withheld. The parties agree to undertake good faith negotiations within thirty (30) calendar days from TTEC's receipt of such explanation to resolve such dispute, utilizing the Change Control Process if needed. If the parties are unable to resolve a fee dispute within such sixty (60) calendar days period, either party may seek any legal or equitable relief available to it. If there are any increases after the first initial term of the Agreement, such increases shall not exceed the Consumer Price Index- All Items - Riverside-San Bernardino-Ontario CA and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors. County shall pay all invoiced amounts

1.7 "TTEC Materials" shall mean all software, tools, methodologies, processes, techniques, ideas, know-how, documentation, technical information, technology, and other items whose Intellectual Property Rights belong to or are licensed to TTEC and that



that are not subject to good faith dispute with thirty (30) calendar days from the date of the invoice. Payment shall be made to Contractor only after services have been rendered and acceptance has been made by County. Invoices shall be sent to the following email addresses:

Frank Meza: frank.meza@asrckrec.com
 Bobbie Azrot: bazrot@asrckrec.com
 ACR Procurement Team: acr-procurement@asrckrec.com
 ACR Accounts Payable: ACR-AccountsPayable@asrckrec.com

Each invoice shall contain a minimum of the following information: invoice number, date, remittance address, bill-to and ship-to addresses of ordering department, Agreement Number (ASARC-20880-003-02/30), quantities, item descriptions, unit prices, extensions, sales/use taxes (if applicable), and an invoice total. The County obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of County funding from which payment can be made. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 92.10. No legal liability on the part of the County shall arise for payment beyond June 30th of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, County shall immediately notify Contractor in writing, and this Agreement shall be deemed terminated, have no further force, and effect. County will not withhold any undisputed fees. In the event that County disputes any charges contained in an invoice, County shall timely pay all undisputed fees and within fifteen (15) days from County's receipt of the invoice provide a written explanation of the basis for the dispute and the amount of any fees withheld. The parties agree to undertake good faith negotiations with fifteen (15) days from Contractor's receipt of such explanation to resolve such dispute, utilizing the Change Control Process in needed.

3.2 Increases. For at least five (5) years from the effective date of this agreement, TTEC assures there won't be an increase for the managed services cost or a decrease in the monthly hours.

3.3 Expenses. Unless otherwise noted in the SOW, County shall reimburse TTEC for all pre-approved expenses reasonably incurred by TTEC in connection with the performance of the Services, including, but not limited to, travel and lodging expenses, communications charges and the cost of supplies, which will be invoiced when and as they are incurred.

3.4 Taxes and Other Regulatory Charges. All amounts payable under this Agreement are exclusive of all taxes, levies, duties, tariffs, or other governmental or regulatory charges or expenses or withholdings TTEC is required to collect or remit to applicable tax authorities including, without limitation, any value added tax, withholding tax, sales, goods and services tax or customs duties (collectively, "Taxes"). County shall pay any and all applicable Taxes, however designated, incurred as a result of or otherwise in connection with this Agreement, the Services, or Products, excluding Taxes based upon the net income of TTEC. If County asserts in writing that specified amounts are not subject to Taxes and provides TTEC with a valid exemption certificate, TTEC will refrain from collecting and remitting Taxes with respect to such specified amounts.

3.5 Audit. Each party shall maintain complete records of its activities under this Agreement for at least five (5) years following termination of this Agreement. Each party agrees to allow the other party, upon at least ten (10) business days advance written notice, to audit such party's business records specifically relating to this Agreement as kept in the normal course of business to ensure compliance with the terms and conditions of this Agreement. If the audit reveals that either party has failed to comply with the terms of this Agreement, such party shall immediately become compliant and reimburse the other party for any unpaid amounts due (net of any discovered under-billing) and, if the noncompliance reflects a variance of ten percent (10%) or more, the reasonable cost of the audit. In the event that the audit reveals that a party owes the other party money, whether or not such amounts were properly billed at the outset, the owing party shall reimburse the other party for any amounts due. All audits shall be conducted during the audited party's normal business hours, must be conducted in a

manner that does not unreasonably interfere with the business operations of the party being audited, and each party may conduct an audit no more than once per calendar year.

4. Change Control.

4.1 Change Control Process. If County wishes to make a change to any of the Services, or TTEC wishes to make any changes to the Services that will impact the delivery (including but not limited to the delivery timeline) or cost to County of the Services (including the provision of any "New Services"), such party shall submit to the other party a Change Order, Change Request, or Project Change Form (each, a "PCF"), detailing the proposed change. No PCF will take effect unless signed by both parties. The parties will negotiate the proposed change and the PCF in good faith. Neither party shall have any obligation with respect to a change under this Section unless and until a PCF has been executed by both parties and delivered. Neither party shall unreasonably withhold or delay its approval of a PCF. "New Services" shall be defined as Services provided or to be provided by TTEC to County that: (i) are materially different from the Services or represent significant cumulative changes that are not caused by TTEC (e.g., a new system or process introduced by County) or are suggested by TTEC and approved by the County and that have a material effect on the existing Services, (ii) require materially different levels of effort, skill, resources or expense from the TTEC, or (iii) for which there is no current charging methodology or price. The parties shall adhere to the foregoing change request procedures for any New Services, changes to existing Services, or where otherwise required by this Agreement.

4.2 Changes in Cloud Services. Unless otherwise set forth in the SOW, the following language shall apply to any cloud services that are part of a TTEC Offering: TTEC may change or modify the Services at any time and TTEC will only be required to notify County of a change or modification to the Services in advance if the change or modification: (i) is not within industry standards and/or customary in the industry; and (ii) does not extend and/or enhance the functionalities or architecture of the Services. If TTEC notifies County of a change as required in this Section and County does not wish to use the Services after notification of such change, County may, within forty-five (45) calendar days of notification, provide TTEC with written notice of termination of the applicable SOW. If County does not provide such written notice to TTEC within such forty-five (45) calendar days period, County shall be deemed to have accepted such change or modification to the Services, and the applicable SOW shall continue in full force and effect. Nothing in this Section shall require TTEC to continue to provide any portion of the Services if this would result in TTEC violating the rights of any third party or any applicable law.

4.3 Issue Management. County shall provide all necessary information to and cooperate fully with TTEC to facilitate the early identification and timely resolution of issues related to Services under this Agreement and/or the SOW. When an issue cannot be resolved in a reasonable time, the parties will agree on an appropriate mechanism and procedure for escalating and resolving the issue, which may include engaging the dispute resolution process pursuant to Section 11.13 (Disputes and Mediation). To the extent an identified issue is to be researched and/or a recommendation developed or reviewed by TTEC personnel, appropriate mutually agreed charges may apply to the time spent addressing the issue. The issue management process may also result in a change to the scope of the work as set forth in this Agreement.

5. Confidential Information.

5.1 In the course of the Services, either party may provide certain of its Confidential Information to the other. "Confidential Information" shall mean any information or data that is disclosed by or on behalf of a party (in such capacity, the "Disclosing Party") to the other party (in such capacity the "Receiving Party") under or in contemplation of this Agreement or otherwise in connection with the Services and that (a) if in tangible form or other media that can be converted to readable form, is marked confidential when disclosed, (b) if intangible, is clearly identified as confidential when disclosed or (c) whether tangible or intangible, concerns the Disclosing Party's past or



present vendors, client, business partners, plans, strategies, financial condition or documents, pricing, software, product and service offerings, methodologies, models, architectures, or other proprietary technology or Intellectual Property or should otherwise be reasonably understood to be confidential or proprietary to the Disclosing Party given the nature of the information and the context in which it was disclosed. TTEC acknowledges and understands that County 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 TTEC to County and meetings involving County may be subject to requests for disclosure pursuant to the California Public Records Act and Brown Act. To the extent County is required by law to disclose any of the above-described information, communications, and documents, County shall comply with such law. County has the right in its sole discretion to determine what shall be disclosed, provided that County shall provide reasonable advanced notice to TTEC, to the extent practicable, prior to such disclosure to allow TTEC to take steps to avoid such disclosure as may be allowed by applicable law.

5.2 Confidential Information shall not include: (i) information that was known to Receiving Party prior to receipt as demonstrated in written records; (ii) information that, at the time of disclosure to Receiving Party, was generally available to the public, or which after disclosure becomes generally available to the public, through no fault of Receiving Party; or (iii) information that is hereafter made available to Receiving Party from any third party having a right to do so on a non-confidential basis; or (iv) information that is required by law, regulation, subpoena, government order or judicial order to be disclosed.

5.3 Each Receiving Party shall hold the Disclosing Party's Confidential Information in strictest confidence and exercise at least the same standard of care to prevent the disclosure of such Confidential Information as it exercises to prevent the disclosure of its own Confidential Information, but no less than a reasonable standard of care. Receiving Party may disclose Confidential Information of the Disclosing Party to its legal advisors, auditors or other advisors who require this information to provide advice to the Receiving Party in relation to this Agreement on a "need to know" basis. The Receiving Party may also disclose that portion of the Disclosing Party's Confidential Information it is required by law, regulation, subpoena, government order or judicial order to disclose, provided that Receiving Party promptly notifies the Disclosing Party upon such request for disclosure, unless prohibited by law, regulation or facially valid order from making such notification.

5.4 The Receiving Party shall not: (i) make any use or copies of the Confidential Information of the Disclosing Party except as contemplated by this Agreement, (ii) acquire any right in or assert any lien against the Confidential Information of the Disclosing Party, (iii) sell, assign, lease, or otherwise dispose of any Confidential Information of the Disclosing Party to third parties, (iv) commercially exploit such information, including through derivative works, (v) reverse engineer, decompile or disassemble any Confidential Information, or (vi) refuse for any reason (including a default or material breach of this Agreement by the Disclosing Party) to return promptly to the Disclosing Party the Confidential Information of Disclosing Party if requested to do so.

5.5 Upon expiration or termination of this Agreement, the Receiving Party shall return or destroy, as the Disclosing Party may direct, all documentation in any medium that contains, refers to, or relates to the Disclosing Party's Confidential Information and may retain one copy in Receiving Party's confidential files for archival purposes. In addition, the Receiving Party shall take all reasonable steps to make sure that its employees, representatives, and agents comply with these confidentiality provisions.

5.6 The obligations imposed under this Section will remain in effect with respect

to Confidential Information for a period of three (3) years following termination or expiration of this Agreement with respect to Confidential Information that does not qualify as a trade secret under applicable law and, with respect to trade secrets, for so long as such Confidential Information remains a trade secret.

5.7 Data Privacy. For the purpose of this Agreement "Data Subjects" shall mean identified or identifiable persons to whom Personal Data (as defined below) relates. For the purpose of this Agreement "Personal Data" shall mean any information relating to an identified or identifiable person. For the purpose of this Agreement "Data Protection Laws" shall mean any applicable law or regulation concerning data protection that governs the processing of Personal Data under this Agreement. County represents and covenants, on behalf of itself and its affiliates, that County or County's customers (as the case may be) has (and shall have in the future) all rights, title, licenses and authorization in and to Personal Data as necessary to provide such Personal Data to TTEC and/or Provider and has provided any and all notices to and received any and all consents from Data Subjects to allow TTEC to perform the Services without violating the Data Protection Laws. County agrees to indemnify and keep indemnified and defend at its own expense TTEC against all costs, claims, damages or expenses incurred by TTEC or for which TTEC may become liable due to any failure of County to comply with any of its obligations under Data Protection Laws (including, but not limited to, providing applicable notices to County's customers).

6. Warranties and Disclaimers.

6.1 General Warranty. Each party represents and warrants that it has the legal right and authority to enter into this Agreement and has the legal power to do so.

6.2 Service Warranty. TTEC warrants that it will perform the Services in a competent and workmanlike manner, in accordance with applicable industry standards and in material conformity with the applicable SOW or PCF, and any Documentation. The warranty shall not apply: (i) if the Services are not used in accordance with this Agreement, any SOW or PCF, and any Documentation; (ii) if the defect is caused by or arising from the use of any Third-Party Materials not provided by TTEC as part of the Services; or (iii) if the defect is caused by any County Materials. Notwithstanding anything else in this Agreement to the contrary, all equipment provided by TTEC for County to use to access the Services is provided "AS IS" without warranty of any kind.

6.3 THE WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND TTEC EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY WARRANTIES THAT THE TTEC OFFERINGS OR WORK PRODUCT WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTION; OR THAT THE TTEC OFFERINGS OR WORK PRODUCT WILL PROVIDE ANY SPECIFIC RESULTS OR MEET THE REQUIREMENTS OF COUNTY.

6.4 If the Services do not conform to the foregoing warranty, and County provides notice of such non-conformity with reasonable specificity within fifteen (15) calendar days after the performance of the relevant Services, then TTEC will use commercially reasonable efforts to re-perform the relevant Services in a materially conforming manner. The foregoing states County's exclusive remedy and TTEC's entire liability in the event of a non-conformity with the warranty provided in this Section.

6.5 Warranties and Obligations of County. County represents, warrants and covenants that: (i) County has the legal right and authority, and will continue to own or maintain the legal right and authority, during the Term of this Agreement, to provide any County Materials as contemplated under this Agreement and combine them with the TTEC Materials necessary for TTEC to provide the TTEC Offerings; (ii) the County Materials are free of all viruses, Trojan horses, and comparable elements which could harm the systems or software used by TTEC to provide the TTEC Offerings; and (iii) the performance of County's obligations and the use of the TTEC Offerings will not violate any applicable laws, regulations or any provision of this Agreement. County further represents and warrants that it shall use the Contractor Offerings, Contractor Confidential Information and Third Party Materials solely for its own internal purposes



and that it shall not resell, assign, rent, give, transfer, pass title to lease, copy provide access to or sublicense (including without limitation on a timeshare, subscription service, hosted service or outsourced basis) the Contractor Offerings, Contractor Confidential Information or any Third Party Materials to anyone (for use in its business operations or otherwise and other than to provide access to the foregoing to its Authorized Users as expressly permitted by this Agreement).

7. Intellectual Property Rights.

7.1 Ownership of IP. The parties acknowledge and agree that: (i) TTEC and its suppliers or licensors shall retain all right, title, and interest in and to the TTEC Offerings (including, without limitation, any releases, bug-fixes, workarounds, updates, upgrades, derivatives and/or modifications thereto and copies thereof) and related documentation, and that ownership of all patent, copyright, trade secret, moral rights, and other Intellectual Property Rights embodied therein or pertaining thereto shall be and remain the sole property of TTEC; (ii) all County Materials are and shall remain the property of County, and (iii) all third parties (including but not limited to Providers) assert their retention of all right, title, and interest in and to the Third Party Materials (including, without limitation, any releases, bug-fixes, workarounds, updates, upgrades, derivatives and/or modifications thereto and any copies thereof) and related documentation, and that ownership of all patent, copyright, trade secret, and other Intellectual Property Rights therein shall be and remain the sole property of the relevant third party. County hereby grants to TTEC the right and license to reproduce, distribute, modify, perform, display and otherwise use the County Materials in connection with providing the TTEC Offerings, and for analytic, statistical, security, quality control, and similar purposes, including by using County Materials in aggregate form (e.g., to analyze systems performance). TTEC hereby grants to County the right to reproduce, distribute, modify, perform, display and otherwise use any TTEC Materials incorporated into a deliverable by TTEC for the purpose of the applicable SOW.

7.2 Restrictions on Use. County will not: (i) make TTEC Offerings or any TTEC Confidential Information available to any individual or entity who is not an Authorized User or any person that is located in an out-of-scope County location, if applicable, except as expressly permitted under this Agreement; (ii) copy or retain any portion of the TTEC Offerings or any TTEC Confidential Information, except as expressly permitted under this Agreement; (iii) directly or indirectly, attempt to derive source code or other trade secrets from TTEC; (iv) decompile, reverse-engineer, adapt, alter, create derivative works based on, modify, enhance, or translate the TTEC Offerings or any TTEC Confidential Information in whole or in part; (v) resell, assign, rent, give, transfer, pass title to, lease, copy, provide access to or sublicense (including without limitation on a timeshare, subscription service, hosted service or outsourced basis) the TTEC Offerings, TTEC Confidential Information, or any Third Party Materials to anyone (for use in its business operations or otherwise and other than to provide access to the foregoing to its Authorized Users as expressly permitted by this Agreement); (vi) infringe the Intellectual Property Rights of any entity; (vii) interfere with or disrupt the TTEC systems used to host the TTEC Offerings, other equipment or networks connected to the TTEC Offerings, or disobey any requirements, procedures, policies or regulations of networks connected to the TTEC Offerings made known to County; (viii) obfuscate, remove, or alter any TTEC or TTEC licensor trademark, service mark, trade name, logo, patent or copyright notice, confidentiality or proprietary legend, or other notices or markings on the TTEC Offerings; or (ix) use the TTEC Offerings for any unlawful purpose or any purpose not expressly authorized in this Agreement or the applicable SOW. County shall take all necessary action (for example, disabling passwords) to ensure that any former employees and/or contractors do not access or use the TTEC Offerings.

7.3 Development. Nothing in this Agreement shall preclude TTEC from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to items which may be delivered to County pursuant to this Agreement.

7.4 Trademarks. Both parties acknowledges that any symbols, trademarks, trade names, and service marks ("Trademarks") adopted by the other party or any third party belong to either the other party or the relevant third party, respectively, and that

both parties shall have no rights in such Trademarks of the other party or any third party, except as approved by the relevant party or the relevant third party, as the case may be, in writing.

8. Indemnification.

8.1 TTEC Indemnification. TTEC, at its expense shall, to the extent it is liable, (a) indemnify and defend County from and against any third party claim that County's use of the Services, in accordance with the terms and conditions of this Agreement, infringes a trade secret, patent or copyright (in each case existing on the date of this Agreement) or (b) arises out of any violation of or failure to comply with Section 7 (Intellectual Property Rights) and TTEC shall pay all final judgment awards against County or settlement costs in connection with such claim or action.

8.2 Exclusions. TTEC and its Affiliates will have no liability, and County shall indemnify and defend TTEC, for any claim of infringement or misappropriation to the extent based on: (i) County's misuse or modification of such Services or use of such Services other than as directed or approved by TTEC; (ii) County's failure to use corrections or enhancements made available by TTEC; (iii) County's use of such Services in combination with any service, product or information not owned or developed, or approved for use in combination with such Services, by TTEC; (iv) information, direction, specification or materials provided by County or any third party; or (v) any breach of any of the terms of this Agreement or any negligence, willful or fraudulent act or omission of or by the County, its officers or employees, agents or contractors. Nothing contained herein shall be deemed to obligate TTEC to defend and/or indemnify County for any infringement caused by any Third-Party Materials or Products.

8.3 Alternatives. If any portion of the Services are held to, or TTEC believes it is likely to be held to, constitute such an infringement, TTEC will have the right at its sole option and expense, to: (i) substitute or modify the Services so that they are non-infringing and have all material functionalities; and/or (ii) obtain for County a license to continue using the Services; and (iii) if (i) and (ii) are not commercially reasonable, terminate the applicable SOW as to the infringing portion of the Services and refund to County a pro rata portion of any unused pre-paid fees paid by County with respect to the infringing portion of the Services. The remedies stated in this Section constitute County's sole and exclusive remedies and the entire liability of TTEC Parties with respect to any infringement.

8.4 County Indemnification. County shall indemnify and defend, at its expense, any claim or action brought against TTEC or its Affiliates that (i) alleges that County Materials, as provided by County to TTEC under this Agreement and used within the scope of this Agreement, infringes any copyright, trade secret, patent or other proprietary right, or (ii) arises out of any violation of or failure to comply with Section 7 (Intellectual Property Rights) (including, without limitation, for any breach or misuse by County or any Authorized User of Third Party Materials); and County shall pay all final judgment awards against TTEC or its Affiliates or settlement costs in connection with such claim or action.

8.5 Conditions to Indemnification. The application of the foregoing indemnities is conditional upon the party seeking indemnification: (i) notifying the other in writing of a claim or suit promptly, but in any event not more than thirty (30) calendar days (provided that any delay in providing such notice will relieve the indemnifying party from its obligations solely to the extent it is prejudiced thereby); (ii) providing reasonable cooperation (at the indemnifying party's expense); (iii) granting the indemnifying party full authority to defend or settle the claim or suit, provided that the indemnified party shall be entitled to participate, at its own expense, in the defense of the claim or suit on a monitoring, non-controlling basis; and (iv) not making any settlement in respect of the claim or taking any action which may prejudice the indemnifying party's defense of the claim. The indemnifying party shall not acquiesce in any judgment or enter into any settlement without the prior written consent of the indemnified party if such judgment or settlement admits fault or creates an obligation or liability on the part of, or does not include an unconditional release of, the indemnified party.



9. **Limitation of Liability.**

9.1. To the maximum extent permitted under applicable law, neither party nor its affiliates, officers, employees, and agents, licensors and suppliers, shall have any liability to the other party whether in contract, strict liability, tort (including, without limitation, negligence) or otherwise for special, consequential, exemplary, incidental, indirect or punitive loss, damage, expenses or for loss of business, data, revenue, profits, goodwill, data, interruption of business, deletion or loss of data, cost to recreate data, or use, even if it has been advised of the possibility of such damages or if they are foreseeable and even if a remedy fails of its essential purpose.

9.2. To the maximum extent permitted by applicable law, in no event shall the cumulative amount of either party's liability (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) to the other party or to any third party concerning performance or non-performance of the Services or supply or non-supply of any work product or TTEC Materials, or sale of any Product, or in any other manner related to or under this Agreement, for any and all claims, as applicable: (i) exceed Three Times (3x) the Services fees paid or payable by Client to TTEC under the applicable SOW or PCF pursuant to the terms of this Agreement during the twelve (12) month period preceding the event giving rise to the cause or action or claim; or (ii) if TTEC is providing Product to Client, be in excess of the net purchase price of the specific Product giving rise to a claim.

9.3
9.4 TTEC's liability for any failure to achieve service levels / performance objectives shall be limited to those credits, as applicable, set forth in the applicable SOW.

9.5 The allocations of liability in this Section represent the agreed, bargained-for understanding of the parties and each party's compensation hereunder reflects such allocations. The limitations on liability and types of damages stated in this Agreement are intended by the parties to apply regardless of the form of any lawsuit or claim a party may bring, whether in tort, contract or otherwise, and regardless of whether any limited remedy provided in this Agreement fails of its essential purpose. This Section is not intended to limit or exclude a party's liability for any matter for which liability cannot be limited or excluded by law.

10. **Term and Termination.**

10.1 **Term.** The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years ("Initial Term"). Upon completion of the Initial Term, the Agreement may be renewed for five (5) additional one (1) year terms (each a "Renewal Term") by both parties executing a written amendment to the Agreement, unless either party gives written notice of its intent not to renew at least ninety (90) calendar days prior to the then current term. For purposes of this Agreement, Initial Term and Renewal Term(s) may collectively be referred to as "Term".

10.2 **Termination for Breach.** In addition to any other rights or remedies available to the non-breaching party at law or in equity, upon material breach that the breaching party fails to cure within thirty (30) calendar days of receiving written notice of such breach, the non-breaching party may, upon written notice to the breaching party, terminate the applicable SOW or this Agreement if there are no active SOW at the time of breach.

10.3 **Termination for Insolvency.** Either party may demand assurances or may terminate this Agreement or the SOW by written notice to the other party as follows: (i) upon the discovery, upon information and belief, that the other party has become insolvent; (ii) the institution by or against the other party of receivership, or bankruptcy proceedings, or any other proceedings for the settlement of such party's debts; or (iii) upon the other party making an assignment for the benefit of creditors.

10.4 **Duties upon Termination.** In the event of any termination or non-renewal

pursuant to this Section, County shall pay TTEC for all Services rendered, Products ordered, expenses incurred by TTEC, and any noncancelable and/or nonrecoverable costs incurred by TTEC on behalf of the County under this Agreement, or any SOW or PCF.

11. **General Provisions.**

11.1 **Survival.** Each party's obligations under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement (including, without limitation, any obligation to indemnify the other party hereunder and the provisions relating to payment, limitations of liability, confidentiality, Intellectual Property, Taxes, audit, dispute resolution, choice of law, venue and waiver of jury trial) shall survive termination or expiration of this Agreement.

11.2 **Compliance with Laws and Regulations.** Each of the parties will perform its obligations under this Agreement and any applicable SOW in compliance with all laws, ordinances and regulations (including, but not limited to, all United States export laws) applicable to it and will obtain and maintain in full force and effect, any permits, licenses, consents, approvals and authorizations necessary for the performance of its obligations hereunder. County shall provide TTEC with all necessary legal and regulatory compliance guidelines, if applicable, to be used by TTEC in the performance of the Services, including, but not limited to, any updates or other developments affecting such compliance guidelines. The parties shall effectuate processes to administer and validate such compliance, if applicable. Subject to the terms and conditions of the applicable SOW, TTEC shall take reasonable steps to perform the Services in a manner that enables County to remain in compliance with applicable laws and regulations.

11.3 **Non-Waiver.** Neither party shall be deemed to have waived any provision hereof, or any right hereunder, unless such waiver is in a writing executed by a duly authorized representative of such party. No waiver by either party of any provision hereof or right hereunder shall constitute a subsequent waiver of such provision or such right, or a waiver of any other provision or right.

11.4 **Severability.** If any provision of this Agreement is found invalid by a court of competent jurisdiction, such provision shall be severed and/or modified to the extent necessary to cure such invalidity, and this Agreement, so modified, shall remain in full force and effect.

11.5 **Relationship of the Parties.** This Agreement does not constitute a partnership, franchise, joint venture, agency or employment relationship. Each party is an independent contractor and as such, does not have any authority to bind or commit the other.

11.6 **Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given the first business day after being delivered by an internationally recognized overnight courier delivery service to the other party to the addresses set forth below, or to such other address or individual as the parties may specify from time to time by written notice to the other party. Notwithstanding the foregoing, any notice for the sole purpose of changing the address at which a party receives notices may be sent to the other party by first-class mail or air mail, postage prepaid. All notices shall be sent to the parties' addresses as set forth herein.

If sent to TTEC:
Address: TTEC Digital, LLC 6312 S. Fiddler's Green Circle, Suite 100N.
Greenwood Village, CO 80111. Attention: Legal Department

If sent to County:
Address: 2724 Gateway Drive, Riverside, CA 92507

11.7 **Employee Non-Solicit.** During the period beginning with the Effective Date and ending one (1) year after all Services have been performed, neither party will (directly or indirectly), without the written consent of the other party, solicit, entice or offer



employment or engage as a consultant any employee of the other who was substantially involved in providing, receiving, or evaluating Services. The foregoing shall not apply to non-targeted solicitations contained in periodicals, on web sites or in other media of general communication or to the extent that any such employee has ceased to be employed by a party for at least one (1) year prior to being solicited.

11.8 Force Majeure. Neither party shall be liable for any delay or failure in performing its obligations under this Agreement, or for any loss or damage resulting therefrom, due to causes beyond its control, including, but not limited to, acts of God, the public enemy, major equipment failures, cyber-attacks, inability to obtain materials or services, failures of telecommunications / internet providers, riots, strikes, civil commotion, fires, pestilence, natural catastrophes, epidemics, fluctuations or non-availability of electrical power, or government demands/requirements. In the event of such failure or delay, the date of delivery or performance shall be extended for a period not to exceed the duration of the failure or delay; provided, that the party affected by such delay is using commercially reasonable efforts to mitigate or eliminate the cause of such delay or its effects. Each party shall notify the other in writing promptly of any failure or delay in, and the effect on, its performance. Nothing in this Section shall relieve County from making timely payment to TTEC of any undisputed fees or charges for Services performed, Product ordered, and noncancelable commitments or expenses incurred for or on behalf of County pursuant to an applicable SOW.

11.9 Delay. TTEC shall not be liable for any delay or failure in performance due to or arising in connection with: (i) any instructions of County or any information provided by County or its agents to TTEC; (ii) any act or omission of County or any third-party supplier of County; (iii) any breach by County of any of its obligations hereunder or under any SOW; or (iv) the inaccuracy or non-occurrence of any assumption stated in any SOW. County shall be responsible for the amount of any increased costs incurred by the TTEC as a result thereof and any impacted deadlines / milestones will be automatically extended by an amount of time reasonably required to compensate for such delay. TTEC will provide County with reasonable prior written notice of any such delay or failure and will provide documentation of costs incurred.

11.10 Integration / Merger. This Agreement, including all SOWs and/or PCFs executed pursuant to this Agreement, contains the entire agreement between the parties and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter of this Agreement. County will not require TTEC or its employees to sign or otherwise enter into, any additional agreements, addendums, or other documents not specifically referenced and incorporated in this Agreement nor require TTEC or its employees to undergo any security or background checks not expressly set forth in this Agreement as a condition of TTEC performing Services under this Agreement.

11.11 Order of Precedence. Unless otherwise set forth in the applicable SOW, in the event of a conflict between any term of this Agreement, the SOW or a PCF, the following order of precedence shall apply: (i) PCF; (ii) SOW; and (iii) Agreement.

11.12 Amendments. This Agreement, including any SOWs, PCFs and attachments, may not be modified or amended except in writing signed by a duly authorized representative of each party.

11.13 Disputes and Mediation. Upon the occurrence of any dispute, controversy or claim arising under or in connection with this Agreement (including disputes as to the creation, validity, interpretation, breach or termination of this Agreement) that have not been resolved despite diligent good faith efforts by the day-to-day account managers of the parties (a "Dispute"), each of the parties will appoint a designated senior executive who is not involved in the general operation of the Services related to the Dispute and whose task it will be to meet for the purpose of endeavoring to resolve the Dispute. The designated executives will initially meet within ten (10) business days of the commencement of the Dispute and then shall diligently meet thereafter as often as necessary to negotiate in good faith a resolution of the Dispute. All proposals, discussion and information exchanged during this informal process will be considered settlement discussions and proposals and will be inadmissible in any subsequent proceedings (legal, administrative, or otherwise). If no settlement is reached in the

informal dispute discussions, either party may, if it reasonably determines that the informal dispute process was unsuccessful, give notice to the other party that it wishes to pursue non-binding mediation and designate either JAMS (or a similar organization) as mediators. Neither party may unreasonably withhold, condition, or delay consent to the selection of mediator. The parties agree to pay their own costs and to equally share the cost of mediation services. The parties agree to be represented at the mediation meeting by individuals with full decision-making authority regarding the Dispute. Notwithstanding the above, nothing in this Section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious or irreparable injury to one party or to others, or a complaint must be filed prior to the running of the applicable statute of limitations.

11.14 Choice of Law / Venue. This Agreement shall be governed in all respects by the following governing laws without regard to any conflicts of law principles, decisional law, or statutory provision that would require or permit the application of another jurisdiction's substantive law:

11.14.1 If the applicable TTEC entity is incorporated in the United States, then the laws of the State of California shall govern;

The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. Notwithstanding anything in this Agreement to the contrary, TTEC may seek injunctive or other equitable relief in any court of competent jurisdiction to protect any actual or threatened: (i) misappropriation or infringement of its intellectual property rights or those of its licensors or (ii) breach of TTEC's confidentiality rights, and County hereby submits to the exclusive jurisdiction of such courts and waives any objection on the basis of improper venue, inconvenience of the forum or any other grounds. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees. Except for actions for nonpayment, breach of confidentiality, or breach of TTEC's or third party or Provider proprietary rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than three (3) years after the cause of action has accrued.

11.15 No Third-Party Beneficiaries. Neither this Agreement nor the provision of the Services shall be construed to create any duty or obligation on the part of TTEC to any third parties. This Agreement does not provide any third party with any right, privilege, remedy, claim or cause of action against TTEC, its Affiliates, officers, employees, agents, and contractors.

11.16 County Purchase Orders. The terms and conditions of any purchase order, acknowledgment or other similar form issued by County are intended solely for administrative convenience and no term or condition therein shall alter, amend or affect any provision of this Agreement or any SOW, even if signed by either or both parties.

11.17 Assignment. This Agreement may not be assigned by either party without the prior approval of the other, except that no such approval shall be required for assignment in the event of a transfer in a (i) transaction involving a change in control of a party hereto or (ii) sale or other disposition of all or substantially all of the assets of the business or operations of a party hereto directly related to this Agreement. TTEC may also assign this Agreement to an affiliated company without County's prior written approval. This Agreement will be binding upon and inure to the benefit of the parties and their respective representatives, successors and permitted assigns. In addition, TTEC may provide the Services through any of its Affiliates and subsidiaries, each of which shall be referred to as "TTEC" for purposes of the Services that it provides under this Agreement. For purpose of this Section, a spinoff of TTEC from its parent company into an independent, publicly traded company shall not constitute a change of control.

11.18 Subcontractors. TTEC may subcontract the performance of all or any portion of the Services, without prior written consent from County to its standard subcontractors and third party manufacturers; provided however that TTEC will not, as a result of any subcontracting arrangement, be relieved of any of its obligations under



this Agreement and shall continue to be responsible for any subcontractor acts or omissions.

11.19 Anti-Corruption: Each party agrees that it has not entered into this Agreement with a corrupt motive to obtain or retain business or secure an unfair business advantage and it shall fully comply with anti-corruption laws. Each party represents that it has an anti-corruption and anti-bribery policy in place and that it has not made and will not make or facilitate improper or illegal payments.

11.20 Insurance: During the Term of this Agreement the parties shall each maintain appropriate professional indemnity, liability, employers' liability and other common customary risk insurance with a reputable insurance company.

11.21 Required Filings and Publicity: Neither party will use publicly the other party's name or refer to the other party in any way in or with the media, including, but not limited to, in advertising, without the other party's prior written consent; provided, however, that either party may make disclosures or filings required to comply with applicable laws, including filings with regulatory agencies, such as the United States Securities and Exchange Commission, or disclosures or filings required to comply with the rules of a national securities exchange or automated quotations systems such as the National Association of Securities Dealer's Automated Quotations (NASDAQ); and either party may include the other party's name and a mutually agreed factual description of the work performed under this Agreement in employee communications, in its list of references, in the experience segment of proposals to third parties, in internal business planning documents, in its or its affiliates' annual report to stockholders, and whenever required by reason of legal, accounting, or regulatory requirements.

11.22 Sales of Provider Hardware, Software, Software Subscription Services and/or Pass-Through Maintenance Services: The parties agree that the terms and conditions for the sale of hardware, software, software subscription services and/or pass-through maintenance services of or by a Provider shall be subject to Exhibit A to this Agreement and said Exhibit A is fully incorporated into this Agreement.

11.23 Counterparts and Authority: This Agreement may be signed in multiple counterparts, each of which will be considered an original, and all of which will be considered one and the same document. This Agreement may be executed by electronic signatures (such as through the exchange of signed PDFs) and/or encrypted digital signatures (such as through the use of DocuSign, Adobe eSign or otherwise). Each party represents and covenants on its own behalf that the individual signing this Agreement on its behalf is fully authorized to sign on behalf of and bind it, and that it has the power and authority to enter into it.

COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

Karen S. Spiegel
Signed

By: **KAREN SPIEGEL**
Title: **CHAIR, BOARD OF SUPERVISORS**

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

TTEC Digital, LLC

Signed by:
Steve Pollema
Signed BS0D3CB2E1AT439...

By: _____
Steve Pollema

Title: SMO

Date: MAR 03 2026
(to be filled in by the last signatory)



EXHIBIT A

Sales of Provider Hardware, Software, Software Subscription Services and/or Pass-Through Maintenance Services.

1. County desires that, from time to time, TTEC order hardware, software, software subscription services, pass-through cloud services and/or pass-through maintenance services (the "Products") from various third-party manufacturers or third-party providers (the "Provider") on its behalf. Accordingly, the parties agree that the following terms and conditions shall solely apply for the sale or provision of the Products:
2. Bill of Materials and Orders. Upon County's request, TTEC may provide County with a Bill of Materials, Product quote, or similar document (each, a "BOM") noting Product quantities and pricing which is valid for thirty (30) calendar days from issuance, or such other period as set forth in the applicable BOM. This BOM is not an offer. If the BOM is acceptable to County, County may issue an order (such as the issuance of a purchase order) to TTEC ("Order"), referencing the BOM and this Agreement, which TTEC may accept or reject in its sole discretion. Once issued by County, any Order will be non-cancelable without the prior written consent of TTEC. The terms and conditions of any Order, acknowledgment or other similar form issued by County is intended solely for administrative convenience and no term or condition therein shall alter, amend or affect any provision of this Agreement even if signed by either or both parties. An omission of reference to this Agreement in the Order will not affect the application of this Agreement to such Order.
3. Products or Services. County acknowledges and agrees: (i) they have received, accepted and agreed to be bound by the Provider's End User License Agreement or End User Agreement, (each, a "EULA"), and (ii) they have received, accepted and agreed to be bound by the Provider's applicable terms and conditions for the software subscription services, hardware and/or pass-through maintenance services purchased by County (the "Provider Terms") In some cases, TTEC may be a party to the EULA, instead of the Provider and Provider may be a third party beneficiary, and in other cases, TTEC is not a party and is not a third party beneficiary of the EULA or Provider Terms.
4. PRODUCT WARRANTIES. EXCEPT AS EXPLICITLY STATED OTHERWISE IN ANY EULA OR PROVIDER TERMS, COUNTY ACKNOWLEDGES THAT TTEC IS NOT THE MANUFACTURER OF ANY OF THE PRODUCTS AND NOT THE PROVIDER OF THIRD-PARTY SERVICES. EXCEPT AS EXPLICITLY STATED OTHERWISE IN ANY EULA OR PROVIDER TERMS, ANY WARRANTIES ARE PROVIDED SOLELY BY THE PROVIDER, AND TTEC MAKES NO WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, TITLE, INFRINGEMENT, THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES THAT MIGHT ARISE THROUGH USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. EXCEPT AS EXPLICITLY STATED OTHERWISE IN ANY EULA OR PROVIDER TERMS, TTEC SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS COUNTY FROM OR AGAINST ANY DAMAGES OR COSTS INCURRED BY COUNTY ARISING FROM THE INFRINGEMENT OF PATENTS OR OTHER INTELLECTUAL PROPERTY BY PRODUCTS OR SERVICES. FURTHERMORE, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXPANDING OR ADDING TO ANY WARRANTY OR INDEMNITY OR CHANGING ANY TERM OR CONDITION IN ANY EULA OR PROVIDER TERMS.
5. Provider Confidential Information. County hereby acknowledges that County may access or receive information hereunder relating to the Products and to Provider which is of a confidential and proprietary nature ("Provider Confidential Information"). Such Provider Confidential Information shall be consider as Confidential Information under the MSA and each party shall treat it accordingly.
6. Export Controls. The Products may be subject to United States or other international technology control or export laws and regulations. County must comply with all applicable United States or other international technology control export laws and regulations that apply to the Products. These laws include restrictions on destinations, end users, and end use that the County must comply with. County is responsible for screen for prohibited uses and obtaining any required licenses, government approvals or other authorizations.

Certificate Of Completion

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Status: Completed

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Renee Zuniga

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Bloomington, MN 55431

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renee.zuniga@ttecdigital.com

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renee.zuniga@ttecdigital.com

Signer Events

Steve Pollema


steven.pollema@ttec.com

COO

TTEC Digital, LLC.

Security Level: Email, Account Authentication (None)

Signature

Signed by:

 B50D3CB2E1A1439...

Signature Adoption: Pre-selected Style
 Using IP Address: 24.27.119.213

Timestamp

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Signed: 12/17/2025 7:04:51 PM

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Company Name: TTEC Digital

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Stephanie Hansen

stephanie.hansen@ttecdigital.com

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presales

presales@ttecdigital.com

GVP, Service Operations

Security Level: Email, Account Authentication (None)

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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp**

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Envelope Sent	Hashed/Encrypted	12/17/2025 5:45:23 PM
Certified Delivered	Security Checked	12/17/2025 7:03:48 PM
Signing Complete	Security Checked	12/17/2025 7:04:51 PM
Completed	Security Checked	12/17/2025 7:04:53 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, TTEC Digital (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at privacy@avtex.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- ii. send us an email to privacy@avtex.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Managed Services Statement of Work
prepared for



This Managed Services Statement of Work (this "SOW" or "Program") is entered into between **Riverside County, California** ("the ACR") and **TTEC Digital, LLC** ("TTEC Digital") and shall be effective as of **August 1, 2026**. This SOW and the Services hereunder shall be governed by the terms and conditions set forth in the 2026 Master Services Agreement **January 13, 2026**. (the "Agreement") between Customer and TTEC Digital. If there is a conflict between the SOW and the Agreement, the Agreement will control with respect to the subject matter thereof, unless expressly amended in this SOW. Capitalized terms used in this SOW have the meaning attributed to them in the Agreement.

Managed Service Program

This Program wraps a professional and cost-effective management process around the Amazon Connect environment. Specific benefits will include:

- A dedicated Account Manager
- Expert, planned system maintenance and administration
- 24/7 system and application support
- A flexible staff extension – bundled professional Service hours
- Scheduled monthly meetings to review and coordinate activities
- Continuous access to a team of experts (contact center, Interactive Voice Response ("IVR"), Computer Telephony Integration ("CTI"))
- Forward planning participation
- Robust, web-based Program Portal and management process
- Adaptability to changing business & technical needs.

For post production managed Services & technical/application support TTEC Digital offers a range of flexible support packages that can include reselling Amazon Web Services ("AWS") support (complete details can be found here - <https://aws.amazon.com/premiumsupport/compare-plans/>) along with providing our own unique custom support packages to augment AWS support.

As highlighted above, TTEC Digital has a range of custom support packages that can be used to augment your existing AWS support services. TTEC Digital offers three different levels of post-production support for Amazon Connect that also includes support for all custom-developed applications as applicable.

TTEC Digital focuses on the contact center space and this affords customers many benefits. TTEC Digital's Program includes the following:

- Immediate access to industry-qualified contact center support personnel 24x7x365
- A cohesive, bespoke support model tailored for each customer.
- Front-line support for Connect and any required escalations to AWS (as applicable)
- Support for custom-developed applications and integration points including customer-owned data sources, Customer Relationship Management ("CRM") and Work Force Management ("WFM") integrations, reporting, etc.
- Support ongoing AWS Connect updates to ensure all 3rd party integration functions as designed.
- Manage trouble-ticketing and 3rd party engagements.
- Support quarterly reviews, roadmap discussions, ongoing assessments and fine-tuning.



Program Overview

The following highlights TTEC Digital's Program Tier selected by the ACR

Standard Managed Services

The **Standard Managed Services** wraps a professional and cost-effective management process around the ACR's solution environment. Specific benefits include:

- Includes applications support
- 24x7 Service Desk
- Tier 2 (in-depth)
- Tier 3 (specialized)
- Proactive monitoring
- Service level management
- Incident management
- Change management
- Problem management
- Process improvement
- Service requests/bundles
- Projects/training
- Peak staffing (priority)
- Assigned technical account management

Program Components

The following sections describes each party's responsibilities based upon Program Tier selected by the ACR:

1. Systems Covered

The following system features are included as part of this Program.

- a. Single instance of Amazon Connect.
- b. Ongoing support for any needed Amazon Connect Contact Center setups and configurations due to the ACR's need for additional users, routing profiles, and queues.
- c. Custom TTEC Digital developed solutions including Lambda's, Redshift, Dynamo Database ("DB"), etc.

Incident support descriptions

Tier II

- Provides in-depth technical support for diagnosing and resolving basic system problems with Amazon Connect and its out-of-the-box features.
- Provide advanced technical troubleshooting and analysis methods.
- TTEC Digital support resources have a much deeper level of understanding how, and why, the ACR's application(s) managed by TTEC Digital has been modified and potential implications across the Amazon family of products and will include understanding applications that are common to the Amazon Connect ecosystem
- If a problem is new and/or support resources from this group cannot determine a solution associated with the supported system and tool sets, or there are issues related to TTEC Digital's custom built applications, TTEC Digital will elevate the issue(s) to the Tier III for resolution.

Tier III

- Support model for handling the most difficult or advanced problems.
- Includes developers, engineers and architects with deep product knowledge, expert level troubleshooting and analysis methods.

2. Technical Account Manager ("TAM")

The TAM will act as ACR's primary liaison for the term of this program. ACR's TAM is a senior level resource who is well versed in contact center technologies and becomes an extension of your Business and Technology teams.

- The TAM will be the primary point of contact for the ACR under this SOW and will be responsible for managing/facilitating the Managed Services program and resources.
- The TAM will be responsible for managing and documenting applicable application changes and improvements, and for working with the ACR to prioritize and schedule those changes.



- The TAM will provide formal release management to include establishment of release schedule, 'mini' project management and formal implementation planning review.
- The TAM will schedule and facilitate change control meeting attendance and/or facilitation (by TAM). An appropriate TTEC Digital team member will be made available to attend via phone the ACR change control meetings on a monthly basis.
- TTEC Digital will maintain a centralized, document management repository for the ACR documentation (environment and application documentation, historic release information, status reports, etc.) on the Program Portal.
- The ACR's TAM will establish a recurring monthly meeting to review administration and support activities, as well as plan the utilization of your monthly service hours. Each month, the TAM will supply the ACR with a report card detailing significant issues, their resolutions, uptime percentage, and other general indicators of how well your systems have been running.

3. Proactive Monitoring

TTEC Digital will implement a process to send system and existing "pre-coded" application alerts directly to TTEC Digital Helpdesk staff. On notification, TTEC Digital staff will proactively begin diagnosing the problem and working toward a resolution. ACR staff will also be notified by these alerts; however, TTEC Digital may address system issues with or without the ACR's involvement. When necessary, TTEC Digital will escalate support requests to the ACR staff.

The following will be monitored:

- Connect concurrent calls
- Connect throttled calls
- Lambda errors
- Lambda execution duration
- Connect missed calls
- Connect To instance packet loss

4. Flexible Staff Extension

This is a flexible program component designed to accommodate changing business needs without having to issue a Purchase Order or separate SOW for every change. Typical uses for these hours include application changes, voice recordings, ad hoc reports, and miscellaneous consulting; however, any TTEC Digital-offered service is eligible under this program.

- Each month the ACR's service account will be credited with hours based on the Program tier, and the number of agents being supported. Additional hours over and above the included/bundled hours will be charged at \$300 per hour.
- Unused hours will not be refunded; however, hours can be used in a flexible, 3-month utilization window allowing customers to apply "unused" hours from the previous month or borrow hours out of the subsequent month to deliver application and system changes.
- TTEC Digital will introduce a proven change control process for managing changes requested under this Program. This process is fully automated via TTEC Digital's Program Portal and can be self-contained or integrated into the ACR's existing change control process.

Support Hours vs Flexible Staff Extension Hours:

1. Support hours include ongoing service and support program that includes initial problem triage, troubleshooting, trouble ticketing with AWS, and regular account reviews/reporting, etc.
2. Flexible staff extension are the "included" hours and can be used for any changes to the current platform, enhancements to the platform, or for problem resolution, etc.

5. Forward Panning

At the request of the ACR, TTEC Digital shall make expert resources available to participate in the ACR's forward planning or strategic steering committee meetings, contractor can add significant value to ACR's planning process by relaying best practices and current technology trends employed by other contractor customers of ACR.

6. Web Portal

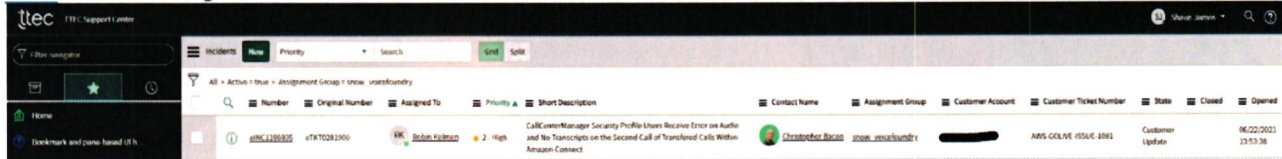
The Program is supported by TTEC Digital's enhanced Program Portal. Features of this website include.

- Hot line support – Customer will contact TTEC Digital for all incidents affecting the production status of the



Customer systems. TTEC Digital will respond to calls for Service within the timeframes outlined in the relevant Service Level Agreement (“SLA”).

- Trouble ticket management – TTEC Digital’s online Program Portal gives Customer the ability to open trouble tickets over the Internet and then track the ticket through resolution. Customer trouble tickets are also archived on the Client Services website, giving both parties an understanding of how well TTEC Digital is maintaining Customer systems.
- Application enhancement management – This includes the ability to request, schedule and manage enhancement requests over the Internet.
- Documentation hosting – All documents related to Customer’s environment (including up-to-date call flows) will be hosted via TTEC Digital’s website.
- Project management tools – These tools include issue-management and web-based access to project management documents.



Service Level Agreement

For support issues reported by the ACR, once received a qualified resource will begin the process of verifying the issue and determining the level of severity. Once determined a notice will be sent giving initial assessment of the issue and identify the level of severity.

Severity Level	Response Times	Description
General Guidance	< 24 hours response	The ACR has a general development question, or you want to request a feature.
System Impaired	< 12 hours response	Non-critical functions of the ACR’s application are behaving abnormally, or you have a time-sensitive development question.
Production System Impaired	< 4 hours response	Important functions of a the ACR’s application are impaired or degraded.
Production System Down	< 1 hour response	The ACR business is significantly impacted. Important functions of the ACR’s application are unavailable.

Support Severity Level examples

- Production System Impaired
 - The ACR experiencing call quality issues
 - Amazon Connect service impaired but calls can still be routed to an agent or the ACR can still receive informational messages/prompts
 - The ACR’s backend endpoint (e.g. data lake / database, etc.) is unavailable
 - Amazon Lex service experiences delays in responses
- Production System Down
 - Calls into Amazon Connect ring busy or ring no answer
 - All Amazon Connect agents unable to login / accept calls
 - Amazon Lex service is unavailable

TTEC Digital Responsibilities

The following sections detail a comprehensive set of activities to deliver the Managed Services.

The Program will be delivered via three primary processes:

- Operations support
- Ongoing consulting
- Relationship management



Project Prerequisites / Dependencies / Assumptions

This SOW is based on the following assumptions:

- The prices quoted do not include applicable taxes, travel, shipping, or expenses. TTEC Digital will be reimbursed for all preapproved and reasonable travel and expenses and adhere to the published ACR's travel policies if applicable.
- TTEC Digital assumes that ongoing appropriate Amazon access will be provided by the ACR to TTEC Digital support staff.
- TTEC Digital and the ACR acknowledge that this Program accurately reflects the parties' understanding of the Program as of the date of its signing. Neither party is responsible for errors in or omissions to the information supplied by the other party upon which it reasonably relied.
- Access · During the support contract, TTEC Digital Managed Services staff will require access to VMware services to provide support under the terms of the contract. TTEC Digital utilizes federated access from a TTEC Digital Identity Provider ("IdP") (Okta) to ensure that Security Assertion Markup Language ("SAML") authentication can be provided into the ACR services whilst ensuring that Onboarding and Offboarding protocols are followed and reducing the ACR's risk in the event a user account is terminated.
 - TTEC Digital will work with the ACR to define a strategy for accessing the ACR's environment for support during the contract period.

MSP Fees

Standard Managed Services Tier	
Program Includes	24x7 Service Desk Tier 2 (in-depth) Tier 3 (specialized) Proactive Monitoring Incident Management Change Management Problem Management Process Improvement Service Requests/Bundles Projects/Training Peak staffing (priority) A Named TAM
Hours Included Monthly	13
Managed Services Cost	\$44,566.00

Payment terms are governed by the Master Service Agreement between TTEC Digital and the ACR and are incorporated by this reference. Program fees will be invoiced upon execution of this SOW. All amounts quoted are in (USD). The ACR is responsible for payment of any shipping and all taxes (if applicable). All Travel Expenses (if applicable) are billed at cost with ACR's pre-approval.

The ACR may use all Add, Moves and changes (156) hours throughout a twelve-month period without the loss hours throughout the length of the agreement. The ACR will need to provide contractor with a 21-day advance notice of a project start date to consume the hours provided in the MSP. If at the end of the program contract term, the ACR has Added, Moves and Changes hours left over they must be used within 90 days of the contract expiration date.



Acceptance

The signatures below represent the ACR's approval for TTEC Digital to commence Services as defined within this SOW and an agreement to pay all fees incurred in the delivery of such Services. TTEC Digital must receive this signed SOW, along with any required Purchase Order, before the Services can be scheduled. Any changes to this SOW are subject to Change Control and must be mutually agreed upon in writing by the parties using TTEC Digital's standard Change Request Process. The TTEC Digital Project Manager will be responsible for logging and tracking the progress of all Change Requests. Change Requests will be performed by TTEC Digital on a time and materials basis at the published rates unless otherwise mutually agreed.

Riverside County, California
 Signature

Karen S. Spiegel
 Printed Name
KAREN SPIEGEL
CHAIR, BOARD OF SUPERVISORS
 Title

MAR 03 2026
 Date

TTEC Digital, LLC
 Signature

Signed by:
Brian McNeese
 AE20929C8A4645B...
 Printed Name Brian McNeese
 Title VP, Professional Services
 Date Jan 16, 2026

ATTEST:
 Kimberly A. Rector
 Clerk of the Board

By: *[Signature]*
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: *[Signature]*
Ryan D. Yabko
Deputy County Counsel

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Brian McNeese
 brian.mcneese@ttecdigital.com
 VP, Professional Services
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 AE20929C8A4845B...
 Signature Adoption: Pre-selected Style
 Using IP Address:
 2600:1702:5f44:c000:3c66:3231:2ce8:5b81

Timestamp

Sent: 1/16/2026 11:11:27 AM
 Viewed: 1/16/2026 11:12:03 AM
 Signed: 1/16/2026 11:12:35 AM

Electronic Record and Signature Disclosure:
 Accepted: 1/16/2026 11:12:03 AM
 ID: a6f0b71b-20c3-4a88-bbe1-50eb7852f1c6
 Company Name: TTEC Digital

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Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Stephanie Hansen
 stephanie.hansen@ttecdigital.com
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Signature

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Certified Delivered	Security Checked	1/16/2026 11:12:03 AM
Signing Complete	Security Checked	1/16/2026 11:12:35 AM
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- ii. send us an email to privacy@avtex.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Assessor
P.O. Box 751
Riverside, CA 92502-0751
(951) 955-6200

Website: www.riversideacr.com
Portal: www.riversidetaxinfo.com

Date: Thursday, January 8, 2026

From: Peter Aldana, Assessor County-Clerk Recorder

To: Board of Supervisors

Via: Andrew Ellingwood, Chief Deputy Assessor County-Clerk Recorder

Subject: Request for Single Source Procurement for Amazon Web Services and Managed Services Program with TTEC Digital, LLC.

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote Supplier Sole Source Letter Final draft agreement
 Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Other: SOW (i.e. CA Secretary of State Business Entity Information, Dept. of Justice Registration Conformation for non-profits, etc.)

1. Requested Supplier Name: TTEC Digital, LLC Supplier ID: 0000244251

- **Describe the goods/service being requested:** The Assessor-County Clerk-Recorder (ACR) is seeking to continue Amazon Web Services (AWS) and Managed Services Program with TTEC Digital, LLC.
- **Explain the unique features of the goods/services being requested from this supplier:** Continued support from TTEC Digital is critical to the ACR's ability to sustain the performance, security, and scalability of its Interactive Voice Response (IVR) system. This support encompasses several key areas, including:
 - System Maintenance & Enhancements: Regular updates and security patches to maintain system reliability and regulatory compliance.
 - AWS Infrastructure Management: Specialized management of AWS resources, including Elastic Compute Cloud (EC2), Lambda, Virtual Private Cloud (VPC), and monitoring services.

- Configuration & Service Updates: Prompt system modifications to support evolving business services, policy changes, and public demand.
 - Incident Response & Service Availability: Backup support to ensure rapid issue resolution and minimize service disruptions.
 - Business Continuity & Disaster Recovery: Vendor-managed recovery services that ensure operational resilience during emergencies.
- **What are the operational benefits to your department?** The ACR's AWS-hosted IVR system is a mission-critical platform that delivers efficient, scalable, and fully automated call management throughout the ACR departments and locations. Supporting more than 300 user accounts across ACR offices, the system provides continuous access to essential services without the need for direct staff involvement. Key capabilities of the AWS-based IVR system include:
 - 24/7 Automated Call Services: Enables round-the-clock access to property records, vital records, and appointment scheduling.
 - Intelligent Call Routing: Minimizes hold times and unnecessary transfers by directing callers based on input and service requirements.
 - Queue Management & Callbacks: Improves customer experience by offering scheduled callbacks during high-volume periods.
 - Elastic Cloud Scalability: Leverages AWS infrastructure to maintain high availability and scale seamlessly during peak demand (e.g., tax season).
 - Performance Monitoring & Analytics: Uses AWS CloudWatch and Power BI to provide real-time visibility and support data-driven service enhancements.
 - **Provide details on any cost benefits/discounts.** In 2020, the ACR issued a Request for Proposal (RFP) that resulted in the award of the contract to TTEC Digital, LLC. Since then, TTEC Digital has continued to provide ongoing support to the ACR without increasing AWS service fees. Additionally, the ACR successfully negotiated the continuation of the same Standard Managed Services Hours at the original cost for the initial five-year term, yielding an annual cost savings of \$17,000.

2. **Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?**

Yes No

- **If yes, please explain why you are requesting to utilize an SSJ process?** TTEC Digital is the incumbent vendor and uniquely positioned to continue supporting the ACR's AWS-hosted IVR system, offering unparalleled system knowledge, proven performance, pricing stability, and full accountability for maintaining this mission-critical platform.

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? (If yes, please provide the reviewed single or sole source tracking number).

Yes, SSJ _____ No

• What was the total annual and aggregate amount? N/A

4. Identify all costs for this requested in the table below:
If review is for multiple years, all costs must be identified below:

Description:	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total
Initial Term:						
Managed Service Agreement	\$44,566	\$44,566	\$44,566	\$44,566	\$44,566	\$222,830
AWS Appliance Service Fee	\$90,000	\$180,000	\$180,000	\$180,000	\$180,000	\$810,000
Initial Term Total	\$134,566	\$224,566	\$224,566	\$224,566	\$224,566	\$1,032,830
	FY 30/31	FY 31/32	FY 32/33	FY 33/34	FY 34/35	Total
Optional Term Renewal:						
Managed Service Agreement	\$44,566	\$44,566	\$44,566	\$44,566	\$44,566	\$222,830
AWS Appliance Service Fee	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$900,000
Optional Term Total	\$224,566	\$224,566	\$224,566	\$224,566	\$224,566	\$1,122,830
Total Contract Amount:						\$2,155,660
For Future Unforeseen Requirements, Total Aggregate Amount						\$215,566

5. Period of Performance: March 9, 2026 – March 8, 2031

Ratify Start Date (if applicable): N/A

Initial Term Start Date: 3/9/2026 End Date: 3/8/2031

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): Five years with the option to renew 5 additional one-year periods

Aggregate Term/End Date: March 8, 2036

6. Projected Board of Supervisor Date (if applicable): February 10, 2026

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

<u>Melissa Garcia</u>	<u>Melissa Garcia</u>	<u>1/7/26</u>
Print Name	Department Head Signature (Executive Level Designee)	Date



PCS Reviewed:

<u>Ofelia Acosta</u>	<u>Ofelia Acosta</u>	<u>1/8/2026</u>
Print Name	Signature	Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psources@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.



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

Purchasing Department Review and Comments: _____

Not to exceed:

One-time \$ _____

Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 2,371,226

Aggregate Amount \$ _____

<u>Stacy Orton</u>	<u>1/30/2026</u>	<u>26-116</u>
Purchasing Agent Signature	Date	Tracking Number (Reference on Purchasing Documents)