

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



**ITEM: 3.5
(ID # 30187)**

MEETING DATE:
Tuesday, April 14, 2026

FROM : EXECUTIVE OFFICE AND HUMAN RESOURCES

SUBJECT: EXECUTIVE OFFICE: Ratify and Approve the Software Service Agreement – General Terms and Conditions with GovInvest, Inc. d.b.a. TrueComp without seeking competitive bids from March 1, 2026 through February 28, 2027 with options to renew for two (2) additional years, renewable in one-year increments, for an annual amount not to exceed \$208,937. All Districts. [Total cost \$645,803 - 100% Departmental Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Software Service Agreement – General Terms and Conditions with GovInvest, Inc. d.b.a. TrueComp without seeking competitive bids from March 1, 2026 through February 28, 2027, with options to renew for two (2) additional years, renewable in one-year increments; and Authorize the Chairman of the Board to sign the Agreement on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (1) sign amendments to modify the statement of work that stays within the intent of the Agreement, and (2) sign amendments to the compensation provisions that do not exceed \$20,000 annually.
3. Direct the Purchasing Agent to issue Purchase Orders for any goods and/or services rendered that do not exceed the Board approved amount; and,
4. Direct the Clerk of the Board to retain one (1) copy and return two (2) copies of the Agreement to the Executive Office for Distribution.

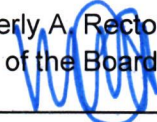
ACTION:Policy


Jeff Van Wageningen, County Executive Officer 4/9/2026

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: April 14, 2026
xc: EO, HR

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$208,937	\$215,205	\$645,803	\$221,661
NET COUNTY COST	\$208,937	\$215,205	\$645,803	\$221,661
SOURCE OF FUNDS: 100% Departmental Budget			Budget Adjustment: No	
			For Fiscal Year: 25/26 – 27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The request before the Board is for approval of the Software Service Agreement – General Terms and Conditions.

GovInvest, Inc. d.b.a. TrueComp (“GovInvest”) addresses the challenges and complexities of labor cost analysis by leveraging technology that streamlines accurate pension and OPEB analysis, labor costing and live compensation modeling. Their cutting-edge data analytics platform empowers the County in labor negotiations and financial planning. This full-bodied tool provides Human Resources accurate costing that accounts for critical complexities, such as pension obligations and how annual employee salary progression interacts with various MOU provisions over time.

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

GovInvest supports the negotiation process by infusing it with data-driven decision-making, agility, and confidence. It empowers Human Resources to adapt swiftly, respond to changing dynamics, and provide robust costing support at the negotiations table.

Impact on Residents and Businesses

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

GovInvest's platform allows the County to stay within industry standards by modeling the adjustments of salaries and benefits to allow executive management the ability to explore different paths.

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Additional Fiscal Information

In FY 25/26, costs for the Labor Costing Module are \$208,937. For FY 26/27 and FY 27/28, optional annual renewals are proposed to be increased by 3% each year for consumer price index (CPI) increases. These costs are estimated at \$215,205 for FY 26/27 and \$221,661 for FY 27/28.

Year	Subscription Period	Description	Customer Price
Year 1	3/1/26-2/28/27	Labor Costing Module	\$208,937
Optional Year 1	3/1/27-2/29/28	Labor Costing Module	\$215,205
Optional Year 2	3/1/28-2/28/29	Labor Costing Module	\$221,661
		Total Cost	\$645,803

Contract History and Price Reasonableness

The County has worked with GovInvest, Inc. d.b.a. TrueComp since 2023 to assist in providing labor costing analysis in labor negotiations. In June of 2023, an agreement with GovInvest was entered into by piggybacking off a contract that was competitively bid by the City of Cincinnati to source the agreement with the County of Riverside. The County continues to have a need for the analysis provided by the Labor Costing Module which has resulted in the County negotiating this agreement without seeking competitive bids with GovInvest via Single Source Justification Number #26-133. The proposed agreement is for a one-year period with two optional one-year renewal periods. The first year of the agreement is for a price of \$208,937 and the optional renewal periods contain a 3% CPI increase for each additional year.

ATTACHMENTS:

ATTACHMENT A. SOFTWARE SERVICE AGREEMENT – GENERAL TERMS AND CONDITIONS WITH GOVINVEST, INC. DBA TRUECOMP

ATTACHMENT B. 26-133 EOARC_GOVINVEST DBA TRUECOMP


Melissa Curtis, Deputy Director of Purchasing and Fleet 4/8/2026

SOFTWARE SERVICE AGREEMENT - GENERAL TERMS AND CONDITIONS

These Software Service Agreement - General Terms and Conditions (the "Agreement") are entered into by and between GovInvest, Inc., a Delaware corporation d.b.a. TrueComp, ("CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Executive Office, the entity executing the applicable Order Form ("COUNTY"), and governs COUNTY's use of the Software Service, and if applicable Professional Services. The terms and conditions of this Agreement will be binding on the parties by mutual execution of the applicable Order Form which includes reference to this Agreement and as of the effective date of such Order Form.

1. DEFINITIONS

- a. **"Agreement"** means collectively, this Software Service General Terms and Conditions, any Exhibits, and each Order Form.
- b. **"Authorized User"** means an employee or contractor of COUNTY that COUNTY has registered to access and use the Software Service.
- c. **"Confidential Information"** means (i) any business or technical information disclosed by one party to the other party, provided that it is identified as confidential at the time of disclosure or that under the circumstances, a person exercising reasonable business judgment would understand it to be confidential or proprietary; and (ii) any non-public data provided by COUNTY to CONTRACTOR under this Agreement. Confidential Information does not include this Agreement, including all attachments, as may be amended.
- d. **"COUNTY Data"** means the data and information input or uploaded into the Software Service by the COUNTY or its Authorized Users.
- e. **"Fees"** means the fee CONTRACTOR charges to COUNTY for the Software Service or Professional Services as detailed in each Order Form or SOW.
- f. **"Order Form"** means the document that is signed by both parties, and that identifies the Software Service that COUNTY has contracted to use.
- g. **"Professional Services"** means any consulting, development, customization, configuration, training or other professional services that CONTRACTOR agrees to provide or have provided to COUNTY pursuant to an agreed SOW.
- h. **"Intellectual Property Rights"** means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, moral rights, know-how, and any other intellectual property rights recognized in any country or jurisdiction.
- i. **"Software Service"** means the Internet based software-as-a-service offering from CONTRACTOR that COUNTY contracts with CONTRACTOR to access and use pursuant to an Order Form.
- j. **"SOW"** a statement of work document that is signed by both parties and describes Professional Services to be provided by CONTRACTOR to the COUNTY and the fees to be paid for such services.

2. SERVICES

- a. **Services.** Subject to the terms of this Agreement, CONTRACTOR grants COUNTY a limited, non-exclusive, non-transferrable right to access and use the Software Service set forth in the Order Form during the Subscription Term solely for COUNTY's own business purposes. Subject to a fully executed SOW, CONTRACTOR will provide Professional Services.
- b. **Support.** Subject to the terms of this Agreement, CONTRACTOR will provide COUNTY with reasonable technical support services in accordance with the terms set forth in Exhibit A.

3. RESTRICTIONS AND RESPONSIBILITIES

- a. **Restrictions.** COUNTY will not, directly or indirectly; reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Software Service or any software, documentation or data related to or used to provide the Software Service, and modify, translate, or create derivative works based on the Software Service or any Software Service nor use the Software Service for timesharing or service bureau purposes or otherwise for the benefit of a third party or remove any proprietary notices or labels. Further, COUNTY shall not export or re-export, either directly or indirectly, the Software Service or any copies thereof in such manner as to violate the export laws and regulations of the United States or any other applicable jurisdiction in effect from time to time (including, without limitation, when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval). Without limiting the foregoing, COUNTY shall

not permit any third parties to access or use the Software Service in violation of any United States export embargo, prohibition, or restriction. COUNTY shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Software Service (collectively, "Equipment"). COUNTY shall also be responsible for maintaining the security of the Equipment, COUNTY account, passwords (including but not limited to administrative and Authorized User passwords) and files, and for all uses of COUNTY account or the Equipment with or without COUNTY's knowledge or consent.

- b. **Suspension and Disablement.** CONTRACTOR may suspend the use of a Software Service, or remove or disable any Authorized User's account: (1) If the COUNTY does not cure its breach of the Agreement within 30 days following receipt of CONTRACTOR's written notice of breach; or (2) if CONTRACTOR determines it is reasonably necessary to address any material and imminent security vulnerability that CONTRACTOR discovers or reasonably suspects. Regarding Section 3.b(2), CONTRACTOR will use reasonable efforts to notify COUNTY prior to any such suspension or disablement, unless CONTRACTOR reasonably believes that (i) it is prohibited from doing so under applicable law or legal process; or (ii) it is necessary to delay notice in order to prevent imminent harm to a Software Service or a third party, in which case CONTRACTOR will promptly notify COUNTY when these restrictions no longer apply.
- c. **Usage Data.** CONTRACTOR may collect, use and disclose quantitative data and information related to the performance of a Software Service, for industry analysis, benchmarking, analytics, research and development, marketing and other business purposes ("Usage Data"). The Parties agree that Usage Data shall not include any County Data and/or County Confidential Information. If CONTRACTOR discloses Usage Data, such will be de-identified and aggregated.

4. CONFIDENTIALITY

- a. **Use and Nondisclosure.** A receiving party will not use the disclosing party's Confidential Information except as necessary under this Agreement and will not disclose Confidential Information to any third party except to those of its employees and contractors who have a business need to know such Confidential Information; provided that each such employee and contractor is bound to confidentiality restrictions at least as restrictive as the terms set forth in this Agreement. Each receiving party will protect the disclosing party's Confidential Information from unauthorized use and disclosure using efforts equivalent to the efforts that the receiving party uses with respect to its own confidential information and in no event less than a reasonable standard of care. The obligations and restrictions set forth in Section 4(a) will not apply to any information that: (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party prior to the time of disclosure; (iii) is independently developed without use of Confidential Information of the disclosing party.
- b. **Required Disclosure.** The provisions of this Section 4 will not restrict either party from disclosing the other party's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that to the extent legally permitted, the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement or limit the scope of such request; (ii) on a confidential basis to its legal or professional financial advisors; (iii) as required under applicable securities regulations; or (iv) as required by law, including, but not limited to, the California Public Records Act (Government Code § 7920.000 *et seq.*) and Brown Act (Government Code § 54950 *et seq.*).
- c. **Injunctive Relief.** The receiving party acknowledges that disclosure of Confidential Information could cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the receiving party, the disclosing party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

5. PROPRIETARY RIGHTS

- a. COUNTY owns and retains: (i) the COUNTY Data; (ii) COUNTY's name, logo and other trademarks; and (iii) all Intellectual Property Rights in and to any of the foregoing.
- b. CONTRACTOR owns and retains: (i) the Software Service, and all improvements, enhancements or modifications made by any party; (ii) the Usage Data, and any feedback or suggestions provided by COUNTY or Authorized Users regarding the Software Service, excluding any COUNTY Confidential Information; (iii) any software, applications, inventions or other technology developed by CONTRACTOR in connection with providing the Software Service; (iv) CONTRACTOR's name, logo, and other trademarks; and (v) all Intellectual Property Rights in and to any of the foregoing.

6. PAYMENT OF FEES

- a. **Fees.** COUNTY will pay CONTRACTOR the Fees in accordance with the terms set forth in the applicable Order Form or SOW. CONTRACTOR will invoice COUNTY annually in advance for the Software Service. All payment obligations are noncancellable, and other than as provided in the Agreement, all amounts paid are non-refundable. If any amounts payable by COUNTY are still outstanding more than thirty (30) days after COUNTY receives notice of non-payment, CONTRACTOR will be entitled, in its sole discretion, to withhold performance and discontinue COUNTY's access to the Software Service until all undisputed amounts past due are paid in full.
- b. **Taxes.** All Fees and other amounts stated or referred to in this Agreement are exclusive of all taxes, duties, levies, tariffs, and other governmental charges (collectively, "**Taxes**"). COUNTY will be responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made hereunder, other than any taxes based on CONTRACTOR's net income.
- c. If CONTRACTOR incurs other fees mandated by COUNTY, COUNTY agrees to reimburse CONTRACTOR for said costs.
- d. The COUNTY's obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

7. TERM AND TERMINATION

- a. **Term.** This Agreement will commence on March 1, 2026 and continue to February 29, 2027 (the "Initial Term") and may be renewed for two (2) additional years, renewable in one-year increments (each a "Renewal Term"), unless terminated earlier as provided in this Agreement. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term." Each party ratifies and confirms that its respective actions were taken in accordance with and in compliance with the terms and conditions of this Agreement from March 1, 2026 to the date of execution.
- b. **Termination for Cause.** Either party may terminate this Agreement upon written notice if the other party breaches any material terms of this Agreement and fails to correct the breach within thirty (30) days following written notice from the non-breaching party specifying the breach.
- c. **Rights and Obligations Upon Expiration or Termination.** Upon expiration or termination of this Agreement, COUNTY's and Authorized Users' right to access and use the Software Service will immediately terminate and each will immediately cease all use of the Software Service. Additionally, CONTRACTOR shall return or, if agreed to in writing by COUNTY, destroy all COUNTY Data and COUNTY Confidential Information received from COUNTY under this Agreement, and in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to COUNTY. CONTRACTOR shall retain no copies of COUNTY Data and/or COUNTY Confidential Information.
- d. **Survival.** The rights and obligations of CONTRACTOR and COUNTY contained in Sections 3(c) (Usage Data), 4 (Confidentiality), 5 (Proprietary Rights), 7(c) (Rights and Obligations Upon Expiration or Termination), 7(d) (Survival), 9 (Indemnity), 10 (Limitation of Liability), 11 (General), and any provisions which by their terms extend beyond expiration or termination or which are necessary to interpret the respective rights and obligations of the parties hereunder will survive any expiration or termination of this Agreement.

8. REPRESENTATIONS AND WARRANTIES

- a. **Representations.** Each party represents that it has validly entered into the Agreement and has the legal power to do so.
- b. **Software Service Warranties.** CONTRACTOR warrants during the Term (i) that the Software Service will materially conform to the description set forth in this Agreement and the applicable Order Form, and (ii) CONTRACTOR will not materially decrease the overall functionality of a Software Service except to the extent functions become obsolete. These warranties will not apply to the extent any non-conformity results from a modification of a Software Service that is not made by CONTRACTOR or its subcontractor, or to the extent arising

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- from the interoperation of a Software Service with software or other technology not provided by CONTRACTOR.
- c. **Remedies.** COUNTY must report a non-conformance with the foregoing warranty to CONTRACTOR in writing within 10 business days after the last day of the month in which the non-conformance occurred. If COUNTY reports the non-conformance, CONTRACTOR will exercise reasonable efforts to correct it. If CONTRACTOR is unable to correct a non-conformance within 60 days after receiving COUNTY's written warranty claim, upon receiving a written termination and refund request from COUNTY, CONTRACTOR will terminate COUNTY's the affected Software Service and, refund any prepaid subscription Fees covering that part of the applicable Term remaining after the effective date of termination. **This Section 8(c) states COUNTY's exclusive warranties and remedies (and CONTRACTOR's sole liability) in connection with the performance of a Software Service.**
 - d. **Professional Service Warranty.** CONTRACTOR warrants for a period of 90 days following the completion of a Professional Service that the Professional Service was performed with a reasonable level of care and skill and the requirements of the Agreement, including the applicable SOW.
 - e. **Remedies.** COUNTY must report a non-conformance with the foregoing warranty to CONTRACTOR in writing within 90 days after completion of the non-conforming Professional Service. If COUNTY reports the non-conformance, CONTRACTOR will exercise reasonable efforts to re-perform the Professional Service in conformance with the warranty. If CONTRACTOR is unable to re-perform the Professional Service in conformance with the warranty within 60 days after receiving COUNTY's written warranty claim, upon receiving a written termination and refund request from COUNTY, CONTRACTOR will terminate the applicable SOW and refund any Fees COUNTY paid for the non-conforming Professional Services. **This Section 8(e) states COUNTY's exclusive warranties and remedies (and CONTRACTOR's sole liability) in connection with the performance of a Professional Service.**
 - f. **Disclaimers.** Except as expressly provided in this Section 8, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and to the maximum extent permitted by applicable law each party specifically disclaims all implied warranties, including any implied warranties of merchantability, accuracy, fitness for a particular purpose, title or non-infringement. Without limiting the generality of the foregoing, CONTRACTOR does not warrant that any Software Service will meet your requirements or operate without interruption or error.

9. INDEMNITY

- a. CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element or any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts, or omissions.
- b. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.
- c. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- d. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

10. DISPUTES

- a. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties.
- b. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

11. NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE
HUMAN RESOURCES
ATTN: CLORRISA CACHO
4080 LEMON ST. 4th FLOOR
RIVERSIDE, CA. 92501

CONTRACTOR
GOVINVEST, INC. DBA TRUECOMP
ATTN: NICK MARTIN, DIRECTOR OF FINANCE & OPERATIONS
6605 SANTA MONICA BLVD PMB 52465
WEST HOLLYWOOD, CA. 90069

12. INSURANCE

- a. Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.
- b. **WORKER'S COMPENSATION**
If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.
- c. **COMMERCIAL GENERAL LIABILITY**
Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.
- d. **PROFESSIONAL LIABILITY**
Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows. Policy shall name the COUNTY as Additional Insureds.
- e. **CYBER LIABILITY**
Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- f. **GENERAL INSURANCE PROVISIONS – All Lines**
 1. Any insurance carrier providing insurance coverage hereunder shall be either admitted or licensed in the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives

a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

2. The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.
4. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
5. It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
6. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
7. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

13. MISCELLANEOUS

- a. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by COUNTY except with CONTRACTOR's prior written consent. CONTRACTOR may not transfer or assign any of its rights and obligations under this Agreement without COUNTY's prior written consent. The provisions of the Agreement are only for reliance upon and the benefit of COUNTY and CONTRACTOR and its licensors and confer no rights or remedies on any other person or entity. This Agreement, including all exhibits and statement of work, attached hereto and incorporated herein by this reference, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject

matter of this Agreement. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties. Any waiver of a breach of any term of this Agreement shall be in writing signed by the non-breaching party; such a waiver shall not be considered a waiver of any subsequent breach or of any other term of this Agreement. No agency, partnership, joint venture, or employment is created as a result of this Agreement and COUNTY does not have any authority of any kind to bind CONTRACTOR in any respect whatsoever. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location.

- b. Compliance with Law. The parties shall comply with all applicable Federal, State and local laws and regulations. In the event that there is a conflict between the various laws or regulations that may apply, the parties shall comply with the more restrictive law or regulation.
- c. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, this Software Service Agreement - General Terms and Conditions and Order Form have been executed and delivered by the parties hereto by their duly authorized officers as of the date first set forth above.

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

GOVINVEST INC, a Delaware corporation

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors
Date: APR 14 2026

By: Harold Westervelt
Harold Westervelt (Apr 8, 2026 07:46:23 EDT)
Harold Westervelt
Chief Executive Officer
Date: 04/08/26

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

By: Harold Westervelt
Harold Westervelt (Apr 8, 2026 07:47:16 EDT)
Harold Westervelt
Secretary
Date: 04/08/26

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Tawny Lieu
Tawny Lieu (Apr 8, 2026 09:20:32 PDT)
Tawny Lieu
Supervising Deputy County Counsel

Exhibit A
Service Terms

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

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

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

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

**Exhibit B
Order Form**

COUNTY Name: COUNTY OF RIVERSIDE	Subscription Start Date: 03/01/2026
Billing Address: 4080 Lemon St Riverside, CA 92501	Subscription End Date: 02/28/2027
Billing Email: EO-Accounting@rivco.org ; AndJohnson@Rivco.org	Initial Term: 12 months
PO:	Account Executive: Anthony Escárcega
Payment Terms: Net 30	

One-year agreement with the option to renew annually for up to 2 additional years:

Quantity	Subscription	SKU	COUNTY Price
1	3/1/2026-2/28/2027	Labor Costing Module	\$208,937.00
1	3/1/2027-2/29/2028	Labor Costing Module	\$215,205.00
1	3/1/2028-2/28/2029	Labor Costing Module	\$221,661.00

***Two-year renewal agreement extension can be offered at an increase of 3% CPI.**

Additional Terms

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of COUNTY. Any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Billing Address provided by COUNTY on this Order Form.

CONTRACTOR reserves the right to update its official price book at any time. Any such updates will be communicated through Carahsoft's standard pricing update process and shall apply to new purchases and renewals following the effective date of the updated price book. Pricing changes will not affect any active subscriptions or agreements already in effect, including the above one-year agreement with option to renew annually for up to 2 additional years.

This Order Form is entered into as of March 1, 2026 (the "Effective Date") by and between CONTRACTOR and COUNTY. The Order Form is governed to and incorporates by reference the Software Service Agreement - General Terms and Conditions on the date hereof (the "Agreement"). Capitalized terms not defined herein will have the meaning ascribed to them under the Agreement. The parties have caused this Order Form to be signed as of the Effective Date by their duly authorized representatives.

CONTRACTOR will use compensation information, comparator data, census data, union plan provisions, and/or other information sources accessed via public records and/or provided directly by government agencies to develop the data set for COUNTY. Benchmarking clients will provide compensation information to CONTRACTOR periodically as requested but no more than twice annually. CONTRACTOR will rely on this information without audit.

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



Statement of Work (SOW)

Executive Summary

Riverside County, CA ("COUNTY") has engaged GovInvest, Inc. d.b.a TrueComp to deliver Labor Costing and associated support services ("Services").

Service Description

CONTRACTOR will provide the following Services to the COUNTY.

- An online software platform for calculating labor related expenses for budgeting and union contract negotiation. The platform provides the ability to:
 - upload salary schedule and compensation bands.
 - model costs (e.g., COLAs, special pays, pension, healthcare, and taxes).
 - configure and change costs on the fly and compare against a baseline.
 - run turn-key cost scenarios that can be compared side-by-side.
 - filter proposal results by sub-groups for demographic reporting.
- Devoted software implementation specialist(s) to support COUNTY on the following:
 - Configuration, validation, and training of the software.
 - Data file collection for populating the platform.
 - Ongoing support to the COUNTY's identified stakeholders.

In Scope

The following services are in scope for the statement of work.

- Labor Costing for Riverside County, CA to include all Bargaining Units along with Unrepresented Group(s).

Deliverables

The following deliverables will be provided to the COUNTY as digital documents or as accessible online services and documents.

- One Agencywide Project that covers all Bargaining Units including unrepresented group(s).

Project-Specific COUNTY Responsibilities

CONTRACTOR is counting on COUNTY to provide the following:

- Labor Costing
 - An outline of costs that are to be modeled for each labor contract using the labor costing module and provide commensurate individual or aggregate data to be able to model each cost.
 - COUNTY to provide superuser(s) to be trained and utilize the labor costing module to perform "what-if" scenario analysis.

Out of Scope

Any services not explicitly listed above as "In Scope" shall be considered out of scope for this project. Notably, the areas that are out of scope for this project include, but are not limited to, the following list. If any of these items are required for COUNTY, they can be scoped separately.

- Labor Costing
 - Updating model(s) more than once annually to move the baseline scenarios to the next fiscal year.
 - Preparing documentation to be shared with the unions on scenario costs.
 - Having CONTRACTOR staff perform standard "what-if" scenarios after internal COUNTY staff have been trained on the platform.

Project Milestones & Duration

Project duration is defined as the entire time taken to complete the project, based on the resources allocated.

Labor Costing

The estimated project duration is 3 - 5 months from project kickoff to completion of agencywide project. Subsequent project deliveries to be planned between CONTRACTOR Implementation Lead and COUNTY Project Sponsor after delivery of the first project. Project duration is subject to the COUNTY providing the benefits template and census data as outlined in the project management timing agreed upon in the project Kickoff meeting.

Project Management

CONTRACTOR to provide the following project managements services:

- Manage project scope and schedule with COUNTY per this Statement of Work.
- Responsibilities include but are not limited to resource management, status updates, risk management and mitigation strategies.
- Develop and execute change requests as necessary to account for changes in project scope, schedule, and or cost as needed.

Resources and Skills

COUNTY will provide staff resources to lead implementation work for this project. These resources will participate and be responsible for all required steps associated with implementation of this project. The CONTRACTOR staff member leading the implementation of each platform module will be identified during the project Kickoff meeting with the COUNTY.

The CONTRACTOR resources are responsible for the overall execution of the project, including: Analysis, data collection, configuration, build, test, validation, monitoring progress against schedule, acting as the interface between the broader CONTRACTOR team and COUNTY, and scheduling project meetings.

Project Location

CONTRACTOR will provide resources for all steps of the project via Microsoft Teams or similar web conferencing service.

Project Acceptance

On completion of the implementation project, CONTRACTOR will send a Project Acceptance Email indicating completion and requesting COUNTY's confirmation of completion. The Project Acceptance email will be sent to the person specified during the project Kickoff meeting if other than the COUNTY's project Sponsor. COUNTY's positive response to the Project Acceptance Email signifies COUNTY's final acceptance of the work and agreement that all Deliverables have been completed in accordance with the SOW. If the COUNTY does not accept the Deliverables, then COUNTY shall respond via email within fifteen calendar days following the send date of the Project Acceptance Email and state specifically which Deliverables were not Final Accepted and why. A CONTRACTOR representative will follow up within 5 days and work with the COUNTY to address specified shortcomings.

If COUNTY does not respond to the Project Acceptance Email within thirty (30) calendar days after the date it is sent, COUNTY shall be deemed to have accepted the Deliverables, and consequently, the remainder of the Services, and CONTRACTOR will invoice the COUNTY for the remainder of the price due to CONTRACTOR, if any.

Assumptions

The project scope and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. Minimum lead time for scheduling project kickoff meeting is fifteen (15) business days from our receipt of the signed SOW or fifteen (15) business days from the confirmed start date between CONTRACTOR and COUNTY; whichever date is later. Should you require more aggressive scheduling, please contact CONTRACTOR to determine availability.
2. COUNTY is responsible for providing a resource or resources focused on this project and the extent of the knowledge transfer is dependent upon the availability of these resources. A maximum of two hours of dedicated knowledge transfer at the project's conclusion will be provided unless otherwise noted within this Statement of Work.
3. CONTRACTOR is not responsible for delays caused by systems, personnel, or environmental causes, outside of its control, or in receiving data from COUNTY.

-
4. Any restrictions or requirements regarding the CONTRACTOR consultants' use of personal equipment must be stated in advance of the commencement of the project.
 5. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of COUNTY. All wiring, hardware, and software required to perform the above services are in working order.
 6. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.
 7. Project activity will be scheduled during the hours of 8:00 AM to 5:00 PM CONTRACTOR Lead local time. Any work performed outside these hours must be previously agreed upon by both parties.
 8. All documentation will be delivered within fifteen (15) business days after the completion of the in-scope tasks or phases of the project. A standard document template will be utilized for this service delivery.

COUNTY Responsibilities

Both COUNTY and CONTRACTOR are responsible for the successful execution of this engagement. Prior to the start of this SOW, COUNTY will indicate to CONTRACTOR in writing a person to be the point of contact. All project communications will be addressed to such point of contact (the "COUNTY Contact"). The COUNTY Contact is responsible for the following:

1. Performing a full working backup prior to the commencement of services as CONTRACTOR is not responsible for lost data.
2. Ensuring all related information and communication regarding this project is done through the Project Manager as expeditiously as possible.
3. Managing change request communications on behalf of the COUNTY team.
4. Making the necessary administrative usernames and passwords available to CONTRACTOR if required for the successful completion of project.
5. Providing detailed and accurate information regarding their current network environment if required for the successful completion of project. This information will include the technical configuration of the domain environment.
6. Providing the necessary workspace and network access to provide the above services.
7. Providing access to building(s) and room(s) if required for the successful completion of project.
8. Obtaining and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
9. Ensuring that project personnel have reasonable and safe access to the project site and adequate office space, if required.
10. Providing technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this project ("Technical Contacts"). CONTRACTOR may request that meetings be scheduled with Technical Contacts.
11. Informing CONTRACTOR of all access issues and security measures and providing access to all necessary hardware and facilities as required.
12. Having the authority to resolve conflicting requirements.
13. Helping resolve project issues and ensuring that issues are brought to the attention of the appropriate persons within the CONTRACTOR organization, if required.

Dependent upon the implemented module(s), COUNTY will provide certain individual resources for this project effort as determined by the CONTRACTOR Project Lead. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate.

CONTRACTOR Responsibilities

CONTRACTOR shall provide the Services and the CONTRACTOR Work Product during the term of this engagement in accordance with this SOW and these terms and conditions.

-
1. CONTRACTOR will provide all resources, facilities, management, labor, expertise, skills, tools, and equipment necessary for the performance of its obligations under this SOW.
 2. Without limiting the foregoing, CONTRACTOR shall:
 - a. keep the COUNTY Contact and COUNTY Participants advised of the progress of the project and the status of the Deliverables;
 - b. permit any designated representative of COUNTY to periodically review the work of CONTRACTOR personnel performing Services and preparing Deliverables;
 - c. perform the Services in a timely manner and provide the Deliverables in accordance with this Statement of Work; and
 - d. keep accurate records of work performed on this Statement of Work, evidence of which CONTRACTOR shall provide to COUNTY upon COUNTY's request.

Change Control Process

The "Change Control Process" is that process which shall govern changes to the scope, schedule, or price of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration until Project Go-Live.

Under the Change Control Process, a "Change Request" email will be the vehicle for communicating any desired changes to the Project. It will describe the proposed change; the reason for the change; and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

CONTRACTOR and COUNTY will review the change request. Notwithstanding any provision to the contrary, any changes to the scope, schedule, or price of the Project that will modify the terms of the Agreement, including the Exhibits or this Statement of Work, shall require a written amendment to the Agreement signed by both parties.

Project Initiation Process

Upon receipt of a signed SOW, planning for the project will commence. A key step in the planning process is the Kickoff Meeting with COUNTY's Team.

In the Kickoff Meeting, the contents of the SOW will be reviewed. This is an opportunity for COUNTY's team(s) involved with the project to understand the Project's goals, tasks, deliverables, and timelines.

Upon completion of the Kickoff Meeting, minutes of the Kickoff Meeting, based on discussions during the meeting, will be distributed to COUNTY. Any changes to the project will be documented in these minutes. If a Change Order is necessary due to scope-of-work changes discussed during the Kickoff Meeting as compared to the scope of work noted in this document, the Change Order at process will be initiated after the Kick-off Meeting.

Terms and Conditions

This statement of work (SOW) is subject to and governed by the terms of the Software Service Agreement - General Terms and Conditions (the "Agreement"). In the event any terms and conditions of this SOW conflict with the Agreement, this SOW will control for the purposes of the Services to be delivered. All terms defined in the Agreement and used herein will have the same meaning as set for in the Agreement.

TrueComp Agreement with the County of Riverside - Final

Final Audit Report

2026-04-08

Created:	2026-04-07
By:	Andrew Johnson (AndJohnson@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsv81IAkHAd3tyD_tEHcpqv5dDgDhYP0E

"TrueComp Agreement with the County of Riverside - Final" History

-  Document created by Andrew Johnson (AndJohnson@RIVCO.ORG)
2026-04-07 - 9:56:18 PM GMT
-  Document emailed to Harold Westervelt (harold.westervelt@truecomp.com) for signature
2026-04-07 - 9:56:24 PM GMT
-  Email viewed by Harold Westervelt (harold.westervelt@truecomp.com)
2026-04-08 - 11:45:44 AM GMT
-  Document e-signed by Harold Westervelt (harold.westervelt@truecomp.com)
Signature Date: 2026-04-08 - 11:46:23 AM GMT - Time Source: server
-  Document emailed to Harold Westervelt (harold.westervelt@truecomp.com) for signature
2026-04-08 - 11:46:25 AM GMT
-  Email viewed by Harold Westervelt (harold.westervelt@truecomp.com)
2026-04-08 - 11:47:00 AM GMT
-  Document e-signed by Harold Westervelt (harold.westervelt@truecomp.com)
Signature Date: 2026-04-08 - 11:47:16 AM GMT - Time Source: server
-  Document emailed to Tawny Lieu (tlieu@rivco.org) for signature
2026-04-08 - 11:47:18 AM GMT
-  Email viewed by Tawny Lieu (tlieu@rivco.org)
2026-04-08 - 11:48:09 AM GMT
-  Document e-signed by Tawny Lieu (tlieu@rivco.org)
Signature Date: 2026-04-08 - 4:20:32 PM GMT - Time Source: server

✔ Agreement completed.

2026-04-08 - 4:20:32 PM GMT



EXECUTIVE OFFICE

JEFFREY A. VAN WAGENEN, JR.
COUNTY EXECUTIVE OFFICER

JUAN C. PEREZ
CHIEF OPERATING OFFICER

KIMBERLY BRITT, ASSISTANT CEO
HUMAN SERVICES

SARAH FRANCO, ASSISTANT CEO
INTERNAL SERVICES

DON KENT, ASSISTANT CEO
CHIEF FINANCE OFFICER

CHARISSA LEACH, ASSISTANT CEO
PUBLIC WORKS & COMMUNITY SERVICES

MICHELLE PARADISE, ASSISTANT
CEO
PUBLIC SAFETY

ZAREH SARRAFIAN, ASSISTANT CEO
HEALTH SYSTEMS

Date: Monday, March 16, 2026
From: Jeffrey Van Wagenen Jr., County Executive Officer
To: Purchasing Agent
Via: Victor Aguirre (951) 955-1121
Subject: Request for Labor Costing Module Software

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

1. Requested Supplier Name: GovInvest, Inc. dba TrueComp Supplier ID: 0000259876

a. Describe the goods/service being requested: Supplier will provide access to a Labor Costing Software Platform and associated support services related to the software.

b. Explain the unique features of the goods/services being requested from this supplier: Supplier will provide a unique software service for labor costing which is suited for use by the Human Resources department for calculating labor related expenses for budgeting and contract negotiations. They will also provide unique software specialists to support the County in configuring, validating, and training with the software and data.

- c. What are the operational benefits to your department? The operations benefits include reliable data to analyze and formulate plans for labor union contract negotiations and record labor costing data for decision making that affects the County and its departments.
- d. Provide details on any cost benefits/discounts. County continues to pay the same rate with an annual increase of 3% which is below industry standards for IT solutions.
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

- a. If yes, please explain why you are requesting to utilize an SSJ process? The Human Resources Department is in the midst of negotiating with unions regarding new labor contracts and is currently utilizing the software to assist in preparations which does not allow sufficient time for a competitive bidding process.
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

- a. What was the total annual and aggregate amount? The price breakdown is as follows:

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

Year	Subscription Period	Description	Customer Price	
Year 1	3/1/2026-2/28/2027	Labor Costing Module	208,937	
Optional Year 1	3/1/2027-2/29/2028	Labor Costing Module	215,205	

Not to exceed:

One-time \$_____

Annual Amounts reflected in completed chart for Question #4

Total Cost \$645,803

Aggregate Amount \$_____

Melissa Curtis

Purchasing Agent Signature

3/31/2026

Date

26-133

Tracking Number
(Reference on Purchasing Documents)

Note - corrected Table in Q#4 to reflect option years 2 and 3.