

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



ITEM: 3.17
(ID # 30198)

MEETING DATE:
Tuesday, May 05, 2026

FROM : TLMA-CODE ENFORCEMENT

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY (TLMA)/ CODE ENFORCEMENT: Approve the Professional Service Agreement with 3DI, Inc. for 3Di Engage Platform, Implementation and Maintenance Services for five (5) years; All Districts. [Total Cost \$275,472 - 100% Code Enforcement Department Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Approve** the Professional Service Agreement with 3DI, Inc. for 3Di Engage Platform, Implementation and Maintenance Services, for a total contract amount of \$275,472 for five years, and authorize the Chair of the Board to sign the agreement on behalf of the County;
2. **Direct** the Clerk of the Board to retain one (1) copy of the agreement and return two (2) copies of the agreement to the Riverside County Transportation and Land Management Agency for distribution;
3. **Authorize** the Purchasing Agent, in accordance with Ordinance No.459, and as approved by County Counsel to: sign amendments that make modifications to the scope of services that stay within the intent of the agreement and do not increase the total contract amount; and
4. **Authorize** the Purchasing Agent to issue Purchase Orders to 3DI, Inc. in an amount not to exceed the approved compensation amount for invoices received for 3Di Engage Platform, Implementation and Maintenance Services that are consistent with the Professional Service Agreement.

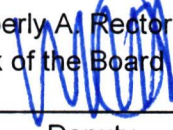
ACTION:Policy


Rania Odenbaugh, TLMA Director 4/29/2026

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, and Perez
Nays: None
Absent: Gutierrez
Date: May 5, 2026
xc: TLMA, Code Enforcement

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	\$120,700	\$35,910	\$275,472	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Code Enforcement Department Budget			Budget Adjustment: No	
			For Fiscal Year: 25/26 – 29/30	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Transportation and Land Management Agency/Code Enforcement division is responsible for maintaining and improving the general appearance, safety, and property values of the County. In an on-going effort to maintain the quality of life in the County, Code Enforcement Officers respond to citizen's complaints regarding observed and alleged violations of the Municipal Code.

The following is general information regarding what constitutes a violation:

- Short-term rentals (homes/rooms rented out for less than 30 days per booking)
- Signs without a permit (signs on private property or in the public right-of-way; Any sign that is illuminated or more than 4 square feet surface area)
- Abandoned/Inoperable vehicles on private property
- Home Businesses/Occupations without proper permits
- Property not maintained
- Accumulated Rubbish
- Excessive Outdoor Storage
- NPDES Violations
- Unpermitted Construction
- Illegal Vending

The Code Enforcement division is currently using Tyler Technology's Enterprise Permitting and Licensing (EPL) for Code Enforcement complaint submissions and case histories. Concerns and opportunities have been raised about the effectiveness, reliability, enhanced functionality and integrability of the system. A divide appears to exist between satisfied and unsatisfied stakeholders regarding the system's performance, technology, and functionality with no clear consensus on the possible causes of the disconnect among stakeholders. Furthermore, the Code Enforcement department has expressed concerns with PLUS, indicating that it does not align with all of their current needs.

The request before the Board is for the approval of the Professional Service Agreement with 3DI, Inc. for 3Di Engage Platform, Implementation and Maintenance Services, for a total not-to-exceed amount of \$275,472 for five years, unless terminated earlier. All services are outlined

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and specified in the submitted agreement's Exhibit A, Scope of Services, and the prices are stated in Exhibit B, Payment Provisions. County Counsel has reviewed and approved the agreements as to form.

Impact on Residents and Businesses

The implementation of a modern code enforcement software system will directly and positively impact residents by improving service delivery, increasing transparency, enhancing neighborhood quality, and strengthening community trust in local government operations.

1. Faster Response Times and Case Resolution

The new system will streamline complaint intake, case assignment, inspection scheduling, and follow-up actions through automated workflows and real-time tracking. This operational efficiency will reduce administrative delays and allow code enforcement officers to resolve violations more quickly. Residents will experience shorter wait times from complaint submission to resolution, resulting in faster remediation of issues such as property maintenance concerns, public nuisance violations, and safety hazards.

2. Improved Accessibility and Convenience

Residents will be able to submit complaints, upload supporting documentation (e.g., photographs), and track case status through an online portal or mobile interface. This reduces the need for in-person visits or phone calls and allows residents to engage with the process at their convenience. Increased accessibility supports equitable access to services across the community.

3. Greater Transparency and Communication

The system will provide automated notifications, case updates, and clear documentation of enforcement actions. Residents will have visibility into the status of their reports and the enforcement process, which promotes transparency and accountability. Clear communication reduces frustration and increases public confidence in the fairness and consistency of enforcement efforts.

4. Data-Driven Resource Allocation

Enhanced reporting and analytics capabilities will allow the County to identify patterns, high-frequency violations, and geographic trends. This data-driven approach enables more strategic deployment of enforcement resources, focusing attention on areas with the greatest need. Over time, this leads to more consistent neighborhood standards and improved overall community conditions.

5. Increased Compliance and Neighborhood Stability

By automating reminders, tracking repeat violations, and standardizing enforcement timelines, the software supports more consistent compliance. Improved compliance contributes to safer properties, cleaner neighborhoods, stabilized property values, and enhanced community pride.

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6. Long-Term Cost Efficiency

Operational efficiencies reduce staff time spent on manual data entry, paperwork, and redundant communication. Cost savings can be redirected toward proactive inspections, community outreach, or other resident-focused initiatives.

Overall Resident Impact

The new code enforcement software system will modernize service delivery, improve responsiveness, and enhance transparency. Residents will benefit from quicker resolution of neighborhood concerns, improved communication, and more consistent enforcement practices—ultimately contributing to safer, cleaner, and more stable communities.

Additional Fiscal Information

Maximum payment by the County to 3DI, Inc. shall not exceed a total amount of \$275,472 over five years. The contract includes provisions for the County to terminate at any time upon 30 days written notice. There is no impact to the General Fund for this project.

Annual Fee Payments	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Annual Code Enforcement Application and Implementation Services	\$120,700	\$35,910	\$37,705	\$39,589	\$41,568	\$275,472

Contract History and Price Reasonableness

On August 25, 2025, the County released a Request for Proposal (RFP) TLARC-780 Code Enforcement Application and Implementation Services, to solicit as many qualified bidders as possible. Notifications were sent to all known vendors and contacts and the RFP documents were posted publicly on PublicPurchase.com and linked to the County website. There were approximately 944 individuals and/or companies notified with eighty (80) potential bidders that accessed and/or reviewed the RFP bid documents. Seven (7) bids were received and deemed responsive and by the County.

The Proposals were carefully reviewed by an evaluation team consisting of personnel from TLMA and Riverside County Information Technology (RCIT). The evaluation team reviewed and scored each Proposal based upon the bidder's responses to the following bid criteria:

- Responses to RFP requirements
- Qualifications, Project Understanding and Experience
- Software Capability
- Technical Staff Capability
- Overall Cost and Fees
- References

The top 4 candidates were invited to provide an in-person Demonstration/Interview based on a provided script and then ranked by the evaluation team. Additionally, references and best and final offers with the top two vendors were requested and conducted. Based on the results of the demonstrations, references, site visits and best and final offers, County staff entered into

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negotiations with 3DI, Inc. The evaluation team recommends that the contract be awarded to 3DI, Inc. The proposed agreement with 3DI, Inc. will be in effect for five years, unless terminated earlier, with a total amount of \$275,472.

ATTACHMENT A. Professional Service Agreement with 3DI, Inc.

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 4/20/2026

Crystal Carrillo
Crystal Carrillo, Senior Management Analyst 4/30/2026

Aaron Gettis
Aaron Gettis, Chief Deputy County Counsel 4/24/2026

PROFESSIONAL SERVICE AGREEMENT

for

3Di ENGAGE PLATFORM, IMPLEMENTATION AND MAINTENANCE SERVICES

between

COUNTY OF RIVERSIDE

and

3DI, INC.



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This Agreement is made and entered into this ____ day of _____, 2026, by and between 3DI, INC., a California corporation, (herein referred to as "CONTRACTOR") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect for five (5) years, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY to a multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred seventy-five thousand four hundred seventy-two dollars (\$275,472), including all expenses. The 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. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not perform services

or provide products unless it has received a Purchase Order signed by an authorized representative of COUNTY. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the period of performance of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original copies of invoices to:

Transportation and Land Management Agency - Code Enforcement
Attn: Fiscal Services
P.O. Box 1469
Riverside, CA 92502

and email the duplicate copies of invoices to: tlmaacctspay@rivco.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (TLARC-PSA-92005-001-06/31); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

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

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If

any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (FedReg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Intentionally Omitted

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products

provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986,

8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and

personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying

number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. 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 (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Transportation and Land Management Agency
Attn: Procurement
4080 Lemon Street, 14th Floor
Riverside, CA 92501

CONTRACTOR

3DI, Inc.
Attn: Shakir Shaikh
3 Pointe Drive, Suite 307
Brea, CA 92821

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also

contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 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's indemnification to Indemnitees as set forth herein.

21.3 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.

21.4 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.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts,

Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

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

D. Cyber Liability Insurance:

CONTRACTOR shall procure and maintain 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 be 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.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. 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. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

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

3DI, INC., a California corporation

By: *Karen S. Spiegel*
Karen Spiegel
Chair, Board of Supervisors

By: *Rajiv Desai*
Rajiv Desai (Apr 15, 2026 17:21:31 PDT)
Rajiv Desai
Chief Executive Officer & Secretary

Dated: MAY 05 2026

Dated: Apr 15, 2026

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: *Mihir Desai*
Mihir Desai (Apr 14, 2026 18:44:58 EDT)
Mihir Desai
Chief Financial Officer

Dated: Apr 14, 2026

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: *Danielle Maland*
Danielle Maland
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICES

1. Definitions

For purposes of this Scope of Services, the following definitions shall apply:

- A. “User(s)” means any individual authorized by COUNTY to access or use the Service, including COUNTY employees, contractors, consultants, and COUNTY residents registered on the public portal. Users may access the Service solely for COUNTY’s internal business operations. COUNTY may have unlimited Users.
- B. “Service” means the 3Di Engage Platform, including its base components, SaaS Materials, hosting infrastructure, mobile applications, integrations, reporting modules, workflow tools, updates, and all related maintenance, operations, and support services provided by CONTRACTOR.
- C. “COUNTY Data” means all data, records, content, files, documents, images, metadata, reports, case information, property information, GIS layers, financial transactions, audit logs, and any other information provided or made available by COUNTY to CONTRACTOR, or collected by the Service on COUNTY’s behalf. COUNTY retains full ownership of all COUNTY Data.
- D. “Configuration(s)” means setup or adjustments made within the Service using standard, built-in capabilities—such as workflows, forms, dashboards, rules, permissions, and role-based access controls—that do not modify or alter the underlying source code.
- E. “Customization(s)” means modifications, extensions, or COUNTY-specific changes to the Service that go beyond standard Configuration and require CONTRACTOR to perform additional development or specialized work. Customizations remain part of the Service and do not constitute COUNTY-owned work-for-hire.
- F. “Enhancement(s)” means any modification, improvement, addition, or feature update to the Service or SaaS Materials, whether requested by COUNTY or introduced by CONTRACTOR as part of ongoing product development. CONTRACTOR retains ownership of all Enhancements.
- G. “Defects” means any error, malfunction, performance issue, reporting failure, integration issue, or other problem that causes the Service to fail to meet the functional or technical requirements set forth in this Agreement. Defects identified during implementation, stabilization, or MOS shall be corrected by CONTRACTOR at no additional cost.
- H. “Final Acceptance” means written confirmation issued by COUNTY stating that:
 - i. the Service fully meets all functional and technical requirements in the Agreement,
 - ii. all critical and high-priority Defects have been resolved, and all deliverables and punch-list items are complete.

Completion of go-live does not constitute Final Acceptance.

2. Overview of Services

The Service is an advanced no-code, SaaS-based, Technology Platform powered by AWS. As set forth in this Agreement, CONTRACTOR shall provide COUNTY a license to the Service for case creation, case management, data analytics and reporting. CONTRACTOR shall also provide the associated professional services to complete implementation of the Service as well as maintenance of the Service.

Service Features

- A. Efficiency through Automation and Workflow Optimization

- i. The Service provides configurable, role-based workflows that automate case intake, inspections, permitting, notifications, and escalations.
 - ii. Built-in workflow rules ensure consistency across departments and reduce manual processing.
- B. Mobile Access with Offline Functionality
 - i. The Service supports mobile inspectors and field staff with native mobile capabilities.
 - ii. Offline mode allows work in areas without connectivity, with automatic synchronization once connected.
- C. Advanced Analytics and Dashboarding
 - i. Embedded analytics and customizable dashboards provide real-time insights into case volumes, response times, inspection outcomes, and departmental performance metrics.
 - ii. Supports exportable reports for internal analysis and public transparency.
- D. Seamless Integration
 - i. Interfaces are available for EnerGov, GIS, ERP systems, and other enterprise applications through RESTful APIs, webhooks, batch imports/exports.
 - ii. This ensures data consistency across platforms and minimizes duplicate entry or system conflicts.
- E. Enhanced Transparency via Public Portal
 - i. Citizens can submit complaints, track case progress, and view permitted activities through an intuitive online portal.
 - ii. Improves public engagement and reduces administrative inquiries.
- F. Regulatory and Security Compliance
 - i. The Service is HIPAA-aware, PII-compliant, and supports SOC 2 auditing standards.
 - ii. All data in transit and at rest is encrypted using TLS 1.2 or higher. Role-based access controls enforce strict permissions.
- G. Role-Based Access Control (RBAC)
 - i. Administrative Web UI allows COUNTY staff to define roles, groups, and entitlements, ensuring Users only access data and functions appropriate to their responsibilities.
 - ii. Full audit logging and verification are available to support compliance reviews.
- H. Scalable IT Infrastructure and Cybersecurity
 - i. Hosted on AWS, the Service leverages auto-scaling, high availability, and redundancy for both administrative and operational components.
 - ii. Cybersecurity controls include intrusion monitoring, patching, and secure authentication mechanisms (OAuth 2.0).
 - iii. The Service leverages AWS commercial cloud infrastructure, which is highly scalable to accommodate increases in transaction volumes, User load, and data storage requirements without disruption.
 - iv. The Service's auto-scaling capabilities ensure consistent performance as COUNTY operations expand.
- I. Case Management and Data Analytics
 - i. Supports case creation, case management, archival, and data reporting for multiple departments and programs.
 - ii. Advanced analytics dashboards provide real-time insights into operations, permitting the COUNTY to monitor performance, compliance, and outcomes effectively.
- J. Data Retention and Lifecycle Management
 - i. Configurable data retention policies per module, data type, or department, allowing

- compliance with COUNTY retention schedules.
 - ii. Secure, long-term storage of all records, including case files, permits, documents, and system logs.
 - iii. Full searchability and accessibility throughout the data lifecycle.
 - iv. Support for data export, archiving, and recovery, ensuring data is retrievable at the end of retention periods or upon COUNTY request.
 - v. COUNTY retains full ownership of all data, with guaranteed access for authorized personnel.
- K. Role-Based Access and Authorization
- i. Provides an administrative Web UI for configuring role-based controls, permissions, and entitlements.
 - ii. Allows multiple levels of User access for data editing, publishing, viewing, and administration, ensuring secure and controlled access across all COUNTY staff.
 - iii. The Service ensures COUNTY Data ownership, security, accessibility, and compliance for all COUNTY operations, providing a reliable and modern solution for COUNTY's Code Enforcement needs.
- L. Reporting
- CONTRACTOR shall adhere to the COUNTY's reporting requirements for Code Enforcement operations, including tracking, citations, grants, billing, and workflow management. The Service provides comprehensive reporting functionality designed to meet and exceed these requirements through standard reports, ad-hoc reporting, and BI dashboard capabilities.
- i. Standard Reports
 - 1. The Service includes a library of pre-built reports tailored for common Code Enforcement workflows, including:
 - a. Tracking for special enforcement programs
 - b. Abandoned Vehicle Abatement (AVA) vehicle tracking and reporting
 - c. Grant program and fund reporting (e.g., CDBG)
 - d. Citation tracking management, including parking citations
 - e. Workflow reports such as outstanding invoices, overdue amounts, and overdue days
 - 2. Reports can be scheduled for automated delivery via email to relevant stakeholders.
 - ii. Ad-Hoc Reporting Capabilities
 - 1. Back-office Users can generate custom, on-demand reports without IT intervention.
 - 2. Users can filter, sort, and aggregate data across multiple modules, providing flexibility for departmental- specific reporting needs.
 - 3. Generated reports can be saved directly to the system's case files, eliminating the need to download and re- upload documents.
 - iii. BI Dashboards and Management Reports
 - 1. Real-time dashboards provide operational insights, including:
 - a. Status reports, case closures, inactivity tracking, and staff productivity metrics
 - b. Visualizations of workload, enforcement activity, and key performance indicators
 - 2. Dashboards can be configured to support multiple departments or programs, providing actionable insights for supervisors and managers.
 - iv. Data Retention and Queryable Billing Tables
 - 1. Reports and dashboards respect configurable retention schedules with purge capabilities to comply with COUNTY policies.
 - 2. Billing tables and associated financial data are fully queryable, supporting detailed tracking and reconciliation.

- v. The combination of standard reports, flexible ad-hoc reporting, and advanced BI dashboards ensures the COUNTY can track all enforcement, grant, citation, and workflow metrics efficiently. The Service provides intuitive tools for both operational oversight and strategic decision-making while supporting automated report distribution and secure archival within the system.
- vi. CONTRACTOR shall ensure that all reports, dashboards, queries, templates, and data outputs required for COUNTY operations remain fully functional throughout the term of the Agreement.
- vii. If any reporting functionality is impacted due to system updates, platform changes, or third-party dependencies, CONTRACTOR shall restore such functionality at no additional cost.

3. License Grants and Proprietary Rights

A. License Grants to COUNTY

Subject to the terms and conditions of this Agreement, CONTRACTOR grants to COUNTY during the Period of Performance of this Agreement the nontransferable, nonexclusive worldwide right to permit Users to (a) use the Service, (b) display and print COUNTY Data, and (c) use the SaaS Materials solely in connection with the Service, all solely for COUNTY's own internal business operations, provided such internal business operations shall not include commercial time-sharing, rental, outsourcing, service bureau or similar use. For purpose of this license grant, "COUNTY" shall include any outsourced or other third-party consultants or similar personnel supporting COUNTY as part of its typical business practices, acting under COUNTY's direction and for whom COUNTY is fully responsible hereunder. COUNTY shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the Service or the SaaS Materials available to any third-party other than an authorized User. COUNTY shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Service, including without limitation the CONTRACTOR Software and or SaaS Materials that are provided as a part thereof, or access the Service or SaaS Materials in order to build a similar or competitive product or service. COUNTY shall not create Internet "links" to the Service or "frame" or "mirror" any part of the Service, including any content contained in the Service, on any other server or device. Except as expressly stated herein, no part of the Service or SaaS Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means. COUNTY agrees to make every reasonable effort to prevent unauthorized third parties from accessing the Service. COUNTY acknowledges and agrees that CONTRACTOR or its third-party consultants shall own all right, title and interest in and to all intellectual property rights in the Service and the SaaS Materials and any suggestions, Enhancement requests, feedback, or recommendations provided by COUNTY or its Users relating to the Service or the SaaS Materials, including all unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, know-how and other trade secret rights, and all other intellectual property rights, derivatives or improvements thereof. Unauthorized use, resale or commercial exploitation of any part of the Service or SaaS Materials in any way is expressly prohibited. COUNTY does not acquire any rights in the Service or SaaS Materials, express or implied, other than those expressly granted in this Agreement and all rights not expressly granted to COUNTY are reserved by CONTRACTOR and third-party consultants. This Agreement is not a sale and does not convey any rights of ownership in or related to the Service, CONTRACTOR Software, third-party products, or SaaS Materials to COUNTY.

B. Licenses from COUNTY

Subject to the terms and conditions of this Agreement, COUNTY grants to CONTRACTOR and its third-party consultants the non-exclusive, nontransferable worldwide right to copy, store, record, transmit, display, view, print or otherwise use (a) COUNTY Data solely to the extent necessary to provide the Service and SaaS Materials to COUNTY, and (b) any trademarks that COUNTY provides CONTRACTOR for the purpose of including them in COUNTY's User interface of the Service ("COUNTY Trademarks"). COUNTY acknowledges and agrees that COUNTY Data and information regarding COUNTY and COUNTY's Users that is provided to CONTRACTOR and its third-party consultants in connection with this Agreement may be (a) processed by CONTRACTOR and its third-party consultants to the extent necessary to provide the Service. In addition, COUNTY acknowledges and agrees that it is COUNTY's obligation to inform COUNTY's Users and COUNTY's customers of the processing of COUNTY Data and information regarding COUNTY and COUNTY's Users pursuant to this Agreement and to ensure that such Users and COUNTY customers have given any necessary consent to such processing as required by all applicable data protection legislation. COUNTY shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all COUNTY Data and information regarding COUNTY and COUNTY's Users. COUNTY agrees that any limited license to COUNTY Data surviving termination of this Agreement is granted solely for the purpose of maintaining temporary backup copies as required for system integrity or legal compliance, and only until such data is deleted in accordance with the Data Deletion and Certification requirements of this Agreement.

Such license does not grant CONTRACTOR any right to access, use, process, analyze, or otherwise exploit COUNTY Data for any purpose.

By providing COUNTY with the Services, CONTRACTOR does not acquire any right, title and/or interest in the content material (including but not limited to text, COUNTY-provided software, scripts, trademarks, logos, HTML coding, domain names, links, graphics, audio, video, and any data) that COUNTY makes available for use by Users by means of the Services (collectively "Content"). Except as expressly set forth in the Schedules as being the responsibility of CONTRACTOR, COUNTY is solely responsible for all Content.

C. CONTRACTOR Proprietary Rights

COUNTY acknowledges and agrees that the Service and any necessary software used in connection with the Service contain proprietary information that is protected by applicable intellectual property and other laws. COUNTY further acknowledges and agrees that the content or information presented to the COUNTY through the Service may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by CONTRACTOR, nothing in the Service, the SaaS Materials, or the Agreement shall be construed to confer any license to any of CONTRACTOR's (or its third-party manufacturer's, author's, developer's, Consultant's, and service provider's ("Third-Party Consultants")), intellectual property rights, whether by estoppel, implication, or otherwise. Without limiting the generality of the foregoing, any names or trademarks of the CONTRACTOR Software and other CONTRACTOR service marks, logos and product service names are marks of CONTRACTOR (the "CONTRACTOR Marks"). COUNTY agrees not to display or use the CONTRACTOR marks, or the marks of any Third-Party Consultants, in any manner without the owner's express prior written permission.

D. COUNTY Proprietary Rights

CONTRACTOR understands that its work for COUNTY will involve access to and creation of confidential, proprietary and trade secret information and materials of COUNTY and/or its suppliers, partners or clients (collectively, "Proprietary Information"). The Proprietary Information includes, without limitation, (a) information, ideas or materials of a technical or creative nature, such as computer source and object code; (b) information, ideas or materials of a business nature; and (c) the terms and conditions of this Agreement.

E. Restrictions on Use and Disclosure

CONTRACTOR understands that Proprietary Information is extremely valuable to COUNTY. Accordingly, CONTRACTOR agrees during the Period of Performance of this Agreement and thereafter that it (a) shall hold all Proprietary Information in confidence and trust for the benefit of COUNTY; (b) shall not copy or use (or allow any of its employees, Consultants or agents to copy or use) any Proprietary Information, except as may be necessary to perform the Services; (c) shall use the Proprietary Information only for the benefit of COUNTY (and not for the benefit of CONTRACTOR or any third-party); and (d) shall not disclose or otherwise make available any such Proprietary Information to any third-party except as authorized in writing and in advance by COUNTY. All Proprietary Information is and shall remain the sole property of COUNTY.

F. No Work-For-Hire

The parties agree this Agreement does not create a work-for-hire relationship with respect to the Service. Any Configuration or Customization performed remains part of the Service IP.

G. Open Source and Third-Party Components

COUNTY acknowledges that the Service may include third-party and open-source components used in accordance with applicable licenses. Such use does not transfer ownership to COUNTY.

H. COUNTY Rights to Configurations and Deliverables

Notwithstanding any provision to the contrary, COUNTY shall retain perpetual, irrevocable, non-exclusive, royalty-free rights to use, copy, modify, reproduce, and export all COUNTY-specific Configurations, workflows, forms, templates, reports, dashboards, data mappings, integrations, and other deliverables developed under this Agreement. CONTRACTOR shall not restrict COUNTY's ability to access, export, or reuse such materials. CONTRACTOR may use general feedback provided by COUNTY to improve its services; however, such use shall not limit COUNTY's rights to COUNTY-specific Configurations, workflows, or deliverables.

4. Implementation Services

A. CONTRACTOR shall handle the full Service implementation lifecycle, including:

- i. System Configuration and workflow setup
- ii. Data migration and validation
- iii. User training, documentation, and knowledge transfer
- iv. Comprehensive testing, deployment, and go-live support

B. The Service will be delivered using CONTRACTOR's tried and tested 4-phase implementation process, which closely aligns with the COUNTY's outlined phases. The approach can be tailored to incorporate the COUNTY's requested training schedule, ensuring a seamless rollout.

- i. **Phase 1: Planning and Analysis** (Approx. 2-3 weeks: Includes business process review, data migration planning, integration scoping, and configuration design)

CONTRACTOR shall:

1. Conduct a project kickoff meeting with COUNTY staff. The COUNTY desires to initiate the project kick-off on or after May 5, 2026, and is prepared to have COUNTY resources assigned and available to the project.
2. Lead data gathering, discovery sessions, and functional workshops, reviewing COUNTY business processes, standard codes, and control tables.
3. Perform business process analysis, identify gaps, and propose workarounds or Customizations for COUNTY approval.
4. Incorporate industry and implementation best practices to optimize workflows and system Configuration.

- ii. **Phase 2: Configuration, Data Migration, and Implementation** (Approx. 8-10 weeks: Includes system Configuration, workflow setup, form development, reporting setup, and integration Configuration)

CONTRACTOR shall:

1. Implement the Service Configuration in coordination with the COUNTY project manager.
2. Perform data migration (up to 100,000 records) from COUNTY systems, including notes, photos, attachments, case information, and property data; data accuracy is validated post-migration.
 - a. Data Migration of Legacy Records (up to 100,000 records): \$5,000
3. Integrate with COUNTY systems as required, and incorporate all paper-based records into the application.
 - a. Map My County Integration Cost: \$5,000
 - b. ESRI Integration Cost: Included
 - c. PeopleSoft Integration Cost: \$5,000
 - d. Heartland Integration Cost: Included
 - e. DMV Integration Cost: Included
 - f. Laserfiche Integration Cost: \$5,000
 - g. 311/Customer Complaint Submission Portal: Included
 - h. Amazon Subscription for Call center: \$4,200 for Year 1, \$4,410 for Year 2, \$4,630 for Year 3, \$4,860 for Year 4, and \$5,103 for Year 5.
4. Develop refinements based on COUNTY feedback to ensure full alignment with requirements.

- iii. **Phase 3: Acceptance Testing and Refinement** (Approx. 6-8 weeks: Includes system testing, User acceptance testing support, training delivery, and refinement of Configurations)

1. Deliver a comprehensive test plan covering performance, workarounds, and

Customizations.

2. Guide COUNTY staff through testing and document results.
3. Maintain communication to highlight any issues or risks affecting timelines.
4. Collaboratively prepare and complete a punch list of items required to finalize Configuration.

iv. Phase 4: Training and Go-Live Support (Initial deployment activities occur over 2–3 weeks, followed by a stabilization period)

1. Deliver train-the-trainer sessions for designated COUNTY staff, covering workflows, report/dashboard creation, and administrative tasks.
2. Provide instructor-led remote training for new and existing staff for a minimum of 90 days post-go-live, with on-demand session recordings and online User guides.
3. Assist COUNTY during Go Live, ensuring the application is accessible with production data and all designated Users are properly onboarded.

C. Stabilization Period

- i. The post-deployment stabilization period is typically 3–4 weeks. During this time, CONTRACTOR shall provide heightened support coverage to address Configuration adjustments, User questions, and operational tuning as the system transitions into steady-state use.
- ii. CONTRACTOR shall provide a minimum ninety (90) day stabilization period following go-live.
- iii. During this period, CONTRACTOR shall resolve Defects, performance issues, reporting errors, workflow failures, and integration issues at no additional cost.
- iv. Such work shall not be charged against support hours or additional services.

D. Final Acceptance

Final Acceptance shall occur only upon written confirmation by COUNTY that the Service meets all functional and technical requirements defined in this Agreement, and that all critical and high-priority Defects have been resolved.

Completion of go-live activities shall not constitute acceptance.

COUNTY reserves the right to withhold Final Acceptance until all deliverables and punch-list items are completed to its satisfaction.

5. Post-Deployment Support / Maintenance, Operations & Support

- A. CONTRACTOR shall provide comprehensive Maintenance, Operations & Support (MOS) for the Service to ensure system stability, security, and ongoing usability for COUNTY staff during and after the initial deployment period.
- B. Standard Support under MOS Includes:
 - i. Technical Assistance and Troubleshooting: Support for incident resolution, system issues, and User inquiries via phone, email, or support portal

- ii. System Maintenance, Updates, and Security Patches: Regular maintenance windows, software updates, and security patching to keep the Service secure and up-to-date
 - iii. Integration Support: Assistance with integrations to EnerGov, GIS, and other enterprise systems to ensure ongoing connectivity and data accuracy
 - iv. Performance Monitoring and Tuning: Continuous monitoring during the stabilization period to optimize system performance and identify potential issues proactively
 - v. Role-Based Account Management: Support for User provisioning, role assignment, group management, and entitlements
 - vi. Documentation Updates: Timely updates to system guides, training materials, and operational documentation based on post-go-live adjustments
 - vii. Service Levels and Escalation Paths: Defined SLAs with clear response and resolution targets based on issue severity, including documented escalation procedures
 - viii. Support Portal Access: Users have access to a web-based portal to submit, track, and manage support tickets efficiently
 - ix. Genie Hours – Flexible Support Allocation
 - 1. COUNTY receives a monthly allocation of 10 Genie Hours under MOS to address minor system changes, workflow adjustments, reporting modifications, or other ad hoc requests.
 - 2. Genie Hours can be used at the COUNTY’s discretion within the month for flexible, proactive system support.
 - 3. Genie Hours shall not be used for correction of Defects, incomplete deliverables, reporting failures, integration issues, or any issues resulting from CONTRACTOR’s implementation, system updates, or platform changes.
 - 4. Such activities are included within CONTRACTOR’s support obligations and shall be provided at no additional cost.
- C. Technical Support and Maintenance - CONTRACTOR will provide comprehensive technical support via phone, email, and an online ticketing system, staffed by qualified personnel.
- i. CONTRACTOR’s default support hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. PT, excluding holidays.
 - ii. For the COUNTY, CONTRACTOR will **extend support hours to 7:00 a.m. to 7:00 p.m. PT** or as otherwise required during critical phases such as deployment, post-go-live stabilization, or system updates.
 - iii. Support requests will be accepted via multiple channels and tracked in a trouble-reporting portal with automatic escalation, notifications, and SLA-based reporting metrics.
 - iv. Unlimited application-related incidents are supported under standard coverage.
 - v. COUNTY staff have access to a dedicated support website, troubleshooting guides in searchable electronic format, and regular status meetings with the support team to review issues, updates, and resolutions.
- D. Service Level Commitments - CONTRACTOR will provide the following service level targets for incident response and resolution support.
- i. Incident Severity Definitions
 - 1. **Severity 1 (Critical):** Production system unavailable or core functionality inaccessible with no workaround
 - 2. **Severity 2 (High):** Core functionality impaired but workaround available

- 3. **Severity 3 (Medium):** Non-critical functionality impacted or minor system issues
- 4. **Severity 4 (Planned):** Enhancement requests or scheduled Configuration changes
- ii. Response and Resolution Targets
 CONTRACTOR shall use **commercially reasonable efforts** to meet the following response and resolution targets:

Severity	Initial Response Time	Target Restoration / Resolution Time
Severity 1	Within 1 hour	Restore service or provide workaround within 4 hours; full resolution as soon as practicable
Severity 2	Within 4 business hours	Resolution or acceptable workaround within 1 business day
Severity 3	Within 1 business day	Resolution within 3–5 business days
Severity 4	As agreed	Based on mutually agreed implementation schedule

- iii. Resolution and Workaround Targets
 - 1. CONTRACTOR will work collaboratively with COUNTY staff to provide timely workarounds or permanent resolutions based on severity and operational impact.
- iv. System Availability
 - 1. CONTRACTOR shall maintain a minimum system uptime of 99.9%, excluding scheduled maintenance approved by COUNTY.
- v. Planned Maintenance
 - 1. Routine maintenance activities are scheduled during off-peak hours and communicated to COUNTY stakeholders in advance.
- vi. Escalation Procedures
 - 1. Unresolved or recurring issues are escalated to senior technical resources and account leadership to ensure timely resolution.
- vii. Failure to meet service level commitments shall result in service credits and may constitute a material breach if repeated.

E. CONTRACTOR-Initiated Changes

- i. If CONTRACTOR modifies, replaces, upgrades, deprecates, or discontinues any component of the Service, including but not limited to reporting tools, APIs, integrations, authentication methods, data structures, workflows, or system functionality, CONTRACTOR shall be solely responsible, at no additional cost to COUNTY, for all resulting impacts.
- ii. This includes performing all required updates, conversions, reconfigurations, regression testing, retraining, and deployment support necessary to maintain full functionality of the Service as originally accepted.
- iii. Such responsibilities apply regardless of whether the change is initiated by CONTRACTOR, subcontractors, or third-party dependencies.

F. Integration Continuity

- i. CONTRACTOR shall maintain compatibility and operational continuity of all integrations throughout the period of performance of the Agreement, provided that the third-party systems with which the Service integrates (including their versions, APIs, interfaces, and authentication

methods) remain materially unchanged. If any third-party system undergoes changes outside of CONTRACTOR's control that materially affect an integration, CONTRACTOR shall use commercially reasonable efforts to restore compatibility. CONTRACTOR shall promptly notify COUNTY of such changes and identify any required remediation, dependencies, and associated impacts, including any additional costs that may arise as a result of such third-party changes.

- ii. If CONTRACTOR modifies APIs, authentication methods, data structures, or integration frameworks, CONTRACTOR shall update, test, and support all affected integrations at no additional cost.

G. Termination / Data / Exit

i. Transition Assistance

1. Upon expiration or termination of this Agreement, CONTRACTOR shall provide full cooperation to support COUNTY's transition to another system.
2. CONTRACTOR shall provide complete export of all COUNTY Data, Configurations, workflows, reports, templates, and metadata in open, non-proprietary formats.
3. CONTRACTOR shall not withhold data due to disputes or outstanding payments, except as permitted by law.
4. Data Deletion and Certification: Upon completion of data transfer to COUNTY and upon written confirmation by COUNTY that such data has been successfully received and validated, CONTRACTOR shall permanently delete all COUNTY Data from its systems, including production, test, backup, and disaster recovery environments. CONTRACTOR shall provide written certification to COUNTY confirming such deletion within thirty (30) days of completion. The only exception is that CONTRACTOR may retain copies of COUNTY Data strictly to the extent required by applicable law, provided that such retained data remains subject to all confidentiality, security, and non-use obligations of this Agreement and shall not be used for any other purpose.

H. Data / Hosting

All COUNTY Data, including production, backups, logs, and metadata, shall be stored and processed exclusively within the United States.

**EXHIBIT B
PAYMENT PROVISIONS**

Item	Year 1	Year 2	Year 3	Year 4	Year 5
(1) License Fee and Maintenance Services					
Software License & MOS Fee (annual)*	\$30,000.00	\$31,500.00	\$33,075.00	\$34,729.00	\$36,465.00
(2) Implementation (including integration and data migration)					
Integration of Map My County	\$5,000.00	\$0	\$0	\$0	\$0
Integration of ESRI	Included	\$0	\$0	\$0	\$0
Integration of PeopleSoft	\$5,000.00	\$0	\$0	\$0	\$0
Integration of Heartland	Included	\$0	\$0	\$0	\$0
Integration of DMV	Included	\$0	\$0	\$0	\$0
Integration of Laserfiche	\$5,000.00	\$0	\$0	\$0	\$0
Integration of 311/Customer complaint submission portal	Included	\$0	\$0	\$0	\$0
Amazon subscription for call center line	\$4,200.00	\$4,410.00	\$4,630.00	\$4,860.00	\$5,103.00
Data Migration	\$5,000.00	\$0	\$0	\$0	\$0
System Implementation	\$66,500.00	\$0	\$0	\$0	\$0
TOTAL SERVICE COST	<u>\$120,700.00</u>	<u>\$35,910.00</u>	<u>\$37,705.00</u>	<u>\$39,589.00</u>	<u>\$41,568.00</u>

*Technical Support and Maintenance services are provided throughout the full five-year period of performance as part of the Software License Fee. While Years 1–5 reflect software subscription costs in the pricing schedule, these costs include ongoing MOS services, system hosting, routine updates, security patches, monitoring, and support. No separate MOS line item is required.












Final_PSA-3Di

Final Audit Report

2026-04-16

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