

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



**ITEM: 3.18  
(ID # 30502)**

**MEETING DATE:**  
Tuesday, June 02, 2026

**FROM :** ASSESSOR-COUNTY-CLERK-RECORDER

**SUBJECT:** ASSESSOR COUNTY-CLERK RECORDER: Ratify and Approve the CoStar License Agreement and Addendum with CoStar Realty Information, Inc. for the subscription services of commercial sales information from June 1, 2026 through May 31, 2029, for the total aggregate amount of \$448,776, without seeking competitive Bids; All Districts. [Total Aggregate Amount \$448,776; up to \$45,000 in additional compensation for future unforeseen Requirements; 100% Departmental Budget]

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

1. Ratify and Approve the CoStar License Agreement and Addendum with CoStar Realty Information, Inc., a Delaware corporation, for the license subscription services of commercial sales information from June 1, 2026 through May 31, 2029 for the total aggregate amount of \$448,776, without seeking competitive bids; authorize the Chair of the Board to execute the same 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: (a) sign amendments that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the total aggregate amount of \$45,000 through May 31, 2029; and
3. Direct the Purchasing Agent to issue Purchase Orders to CoStar Realty Information, Inc., for required goods/services that do not exceed the BOS approved total aggregate amount.

**ACTION:Policy**

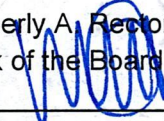
  
Christopher Gray 5/19/2026

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: None  
Date: June 2, 2026  
xc: ACR

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$141,192	149,192	\$448,776	\$ 0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Departmental Funds			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 25/26 – 28/29	

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

**BACKGROUND:**

**Summary**

The Assessor County Clerk Recorder (ACR) is seeking approval for a new three-year License Agreement with CoStar Realty Information, Inc. to maintain access to its subscription-based commercial real estate database. CoStar is the only comprehensive, verified, and industry-standard source of commercial sales data relied upon by appraisers throughout the state. The ACR has utilized CoStar’s services since 2012 to support its statutory assessment duties, benefiting from continuously updated sales comparables, property details, historical records, tenant and financial data, and property photographs across Riverside and neighboring counties.

Renewing this subscription will allow the ACR staff to efficiently perform property valuations related to ownership changes, new construction, Proposition 8 reviews, and assessment appeals. Ensuring accurate and timely valuations is essential for maintaining a fair and equitable property tax roll.

**Impact on Residents and Businesses**

The ACR requires CoStar licenses to ensure timely valuations of commercial real estate, reflecting changes in ownership, new construction, and for assessment appeal purposes. This contract will ensure that ACR continues to provide and improve the level of these services.

**Additional Fiscal Information**

The total aggregate contract amount through May 31, 2029, shall not exceed \$493,776.

<b>Description:</b>	<b>FY <u>25/26</u></b>	<b>FY <u>26/27</u></b>	<b>FY <u>27/28</u></b>	<b>Total</b>
On-Going Cost				
CoStar Suite	\$141,192	\$149,592	\$157,992	\$448,776
<b>Total Contract Amount</b>				<b>\$448,776</b>
Future Unforeseen requirements, not to exceed total aggregate amount				\$45,000

**Contract History and Price Reasonableness**

The ACR previously conducted market research, including outreach to other counties, and determined that CoStar Realty Information, Inc. was the leading provider of commercial real estate information services utilized by professionals throughout the United States. Additionally, a survey conducted by the Orange County Assessor’s Office indicated that several counties,

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

including Riverside County, were receiving competitive and reasonable pricing for similar services.

The Board of Supervisors approved the addendum to the licensing agreement with CoStar Realty Information, Inc. via Agenda Item #3.15 dated February 15, 2012, for subscription services related to commercial sales information, in the amount of \$34,800 for a one-year term, with the option to renew for four additional years, without seeking competitive bids.

On January 28, 2020, through Agenda Item #3.9, the Board of Supervisors approved a subsequent three-year licensing agreement and addendum with CoStar Realty Information, Inc. in the amount of \$221,628 without seeking competitive bids.

On May 2, 2023, through Agenda Item #3.9, the Board of Supervisors approved a subsequent licensing agreement and addendum with CoStar Realty Information, Inc. to continue subscription services for commercial sales information in the amount of \$347,517 for an additional three-year term without seeking competitive bids.

On October 21, 2025, through Agenda Item #3.9, the Board of Supervisors approved Amendment No. 1 to the licensing agreement with CoStar Realty Information, Inc., increasing the contract amount to a revised total of \$480,310 through May 31, 2026.

The ACR continues to achieve cost savings and operational efficiencies through the use of CoStar by consolidating multiple commercial real estate data sources into a single platform, thereby reducing the need to maintain or procure separate systems. Use of the platform also supports defensible property assessments, mitigates the risk of revenue loss associated with unsupported valuations, and enhances overall staff productivity. Additionally, CoStar continues to honor legacy pricing for existing users, resulting in savings of \$114 per user.

**ATTACHMENTS:**

1. CoStar License Agreement
2. CoStar Product Terms and Conditions
3. CoStar Addendum to License Agreement
4. CoStar Sole Source Letter
5. Single Source Justification Tracking # 26-161

  
Melissa Curtis, Deputy Director of Purchasing and Fleet 5/21/2026

  
Aaron Gettis, Chief Deputy County Counsel 5/21/2026

# CoStar License Agreement

<b>FOR INTERNAL ONLY: (Ref ID) 3620989</b>	
AE:	Cameron Smith
Location ID:	589978
Business Code:	Government



<b>BILL TO:</b>	
Licensee: The County of Riverside	Location ID: 589978
Address: 6221 Box Springs Blvd	City/State/Zip: Riverside, CA 92507-0714
Telephone: (951) 955-3345	
Bill-To Contact: Ofelia Acosta	Email for Bill-To Contact: OAcosta@Rivco.org
<b>USE:</b>	<b>BILLING CYCLE:</b>
Total No. Listings: 0	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually
Total No. Sites: 3	<input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly
Total No. Authorized Users (All Sites): 35	
<b>TERM:</b>	
Three Years Initial Term	
<b>INVOICE TYPE/BILLING PREFERRED:</b>	<b>START DATE:</b>
Single Invoice	Immediate Start

SERVICES			
Site	Market	Product Description	Monthly License Fees (Before Tax)
560858	All Data	CoStar Suite	\$1,603.49
589976	All Data	CoStar Suite	\$2,710.17
589978	All Data	CoStar Suite	\$7,452.34
Total Monthly Fees From Additional Schedule of Services:			
Discount:			
Total Monthly License Fees:			\$11,766.00
Discounted Monthly License Fees:			

Escalations: Please refer to the attached Escalation Schedule for pricing.

Notes: This Agreement supersedes the agreement between the above-named Customer/Licensee and CoStar/Licensor dated 5/2/2023 relating to the provision of CoStar services, except for those terms that survive termination and any outstanding license fees.

This License Agreement incorporates by reference the Terms and Conditions for the services identified above (available at: <https://www.costar.com/CoStarTerms-and-Conditions>) and any addenda attached hereto between the parties, and establishes the terms and conditions under which CoStar will license the products set forth in this License Agreement. Use of any CoStar product is also subject to the website Terms of Service/Use ("Website Terms of Use") available online for each applicable service provided under this License Agreement. Licensee agrees to comply with such Website Terms of Use and to regularly review them for updates and changes. Any conflict or inconsistency shall be resolved according to the following order of precedence: (1) this License Agreement; (2) the Terms and Conditions; and (3) the Website Terms of Use. Terms used on this License Agreement and not otherwise defined shall have the meanings set forth in the applicable Terms and Conditions.

In the event Licensee does not execute this License Agreement by 5/31/2026, this License Agreement shall become null and void; however, if both parties execute and commence performance of their duties and obligations under this License Agreement after such date, this License Agreement shall continue in full force and effect and be binding on the parties. The person executing this License Agreement on behalf of Licensee represents and warrants having the authority to do so. CoStar hereby provides notice that only an authorized officer of CoStar or its parent company can execute this License Agreement on behalf of CoStar. Delivery of an executed signature page to this License Agreement by electronic means shall be effective and constitute a legal and binding agreement between the parties.

**CoStar**

By: *CL*  
 Name: Chris Lown  
 Title: Chief Financial Officer  
 Date:  
 Address: 1201 Wilson Blvd  
 Address: Arlington, VA 22209-2304

**The County of Riverside**

Signature: *Karen S. Spiegel*  
 Print Name: **KAREN SPIEGEL**  
 Title: **CHAIR, BOARD OF SUPERVISORS**  
 Date: **JUN 02 2026**  
 Address: **ATTEST: KIMBERLYA DIRECTOR, Clerk**  
 Address:  
 By: *[Signature]* **DEPUTY**

**JUN 02 2026 3.18**  
 Schedule Of Services

FORM APPROVED COUNTY COUNSEL

BY *[Signature]* **RYAN D. YABKO** DATE **5/21/26**

## Escalation Schedule

1. Notwithstanding anything to the contrary in the License Agreement, the parties agree the monthly License Fee for the Licensed Product shall increase at the beginning of each subsequent year of the Initial Term of service per the schedule outlined below:

- At the start of the 13th month of this Initial Term, the License Fee will increase to \$12,466.00 per month (before taxes).
- At the start of the 25th month of this Initial Term, the License Fee will increase to \$13,166.00 per month (before taxes).

Thereafter, the monthly License Fees for the Licensed Product shall be as set forth and in accordance with the License Agreement.

2. CoStar and Licensee agree that, except as expressly provided above, all of the terms of the License Agreement will remain in full force and effect.

**AUTHORIZED SITE & USERS LIST**

<b>Authorized Site:</b> The County of Riverside	Location ID: 560858
<b>Address:</b> 41002 County Center Dr, Suite 230	Temecula, CA 92591-6027
<b>Total Number of Authorized Users at Site:</b> 6	

**USERS AT ABOVE LISTED SITE**

<b>Contact Name:</b> Joseph Comaianni	Phone: (951) 600-6206
<b>Email:</b> jcomaian@asrckrec.com	Role: User
<b>Contact Name:</b> Trisha Stassin	Phone: (951) 766-2504
<b>Email:</b> tstassin@asrckrec.com	Role: User
<b>Contact Name:</b> Karina Gallegos	Phone:
<b>Email:</b> Karina.Gallegos@asrckrec.com	Role: User
<b>Contact Name:</b> Valeriya Holloway	Phone: (760) 778-2016
<b>Email:</b> Valeriya.Holloway@asrckrec.com	Role: User
<b>Contact Name:</b> Joseph Ferreira	Phone:
<b>Email:</b> jferreir@asrckrec.com	Role: User
<b>Contact Name:</b> Eddie Gonzalez	Phone:
<b>Email:</b> edgonzal@asrckrec.com	Role: User

**AUTHORIZED SITE & USERS LIST**

<b>Authorized Site:</b> The County of Riverside	Location ID: 589976
<b>Address:</b> 38686 El Cerrito Rd, Suite 200	Palm Desert, CA 92211
<b>Total Number of Authorized Users at Site:</b> 9	

**USERS AT ABOVE LISTED SITE**

<b>Contact Name:</b> Barbara Reyes	Phone: (760) 778-2412
<b>Email:</b> barbara.reyes@asrclkrec.com	Role: User
<b>Contact Name:</b> Dustin Keefe	Phone: (760) 778-2325
<b>Email:</b> Dustin.Keefe@asrclkrec.com	Role: User
<b>Contact Name:</b> Irvin Trejo	Phone: (760) 778-2170
<b>Email:</b> irvin.trejopantoja@asrclkrec.com	Role: User
<b>Contact Name:</b> Lisa Kim	Phone: (951) 955-6200
<b>Email:</b> Lisa.Kim@asrclkrec.com	Role: User
<b>Contact Name:</b> Tom Mitchell	Phone: (951) 600-6204
<b>Email:</b> tmitchel@asrclkrec.com	Role: User
<b>Contact Name:</b> Nuvia Huerta	Phone: (951) 955-6200
<b>Email:</b> nhuerta@asrclkrec.com	Role: User
<b>Contact Name:</b> Beatrice Barajas	Phone: (951) 955-6200
<b>Email:</b> bebaraja@asrclkrec.com	Role: User
<b>Contact Name:</b> Vanessa Sanchez	Phone: (951) 955-3345
<b>Email:</b> vanessa.sanchez@asrclkrec.com	Role: User
<b>Contact Name:</b> Ferdinand Rose	Phone: (951) 955-6200
<b>Email:</b> frose@asrclkrec.com	Role: User

**AUTHORIZED SITE & USERS LIST**

<b>Authorized Site:</b> The County of Riverside	Location ID: 589978
Address: 6221 Box Springs Blvd	Riverside, CA 92507-0714
Total Number of Authorized Users at Site: 20	

**USERS AT ABOVE LISTED SITE**

<b>Contact Name:</b> Don McAllister	Phone: (951) 413-2845
Email: dhmcalli@asrckrec.com	Role: User
<b>Contact Name:</b> Sean Downs	Phone: (951) 413-2885
Email: sdowns@co.riverside.ca.us	Role: User
<b>Contact Name:</b> Karina Heers	Phone: (951) 413-2862
Email: kheers@asrckrec.com	Role: User
<b>Contact Name:</b> Joe Wesolowski	Phone: (951) 413-2885
Email: Joseph.Wesolowski@asrckrec.com	Role: User
<b>Contact Name:</b> Jeffery Gonzales	Phone: (951) 413-2854
Email: jgonzals@asrckrec.com	Role: User
<b>Contact Name:</b> Keith Miner	Phone: (951) 486-6766
Email: kminer@asrckrec.com	Role: User
<b>Contact Name:</b> Sean Smith	Phone: (951) 413-2816
Email: sesmith@asrckrec.com	Role: User
<b>Contact Name:</b> Garrett Takeyama	Phone: (951) 413-2880
Email: gtakeyam@asrckrec.com	Role: User
<b>Contact Name:</b> Guadalupe Godinez	Phone:
Email: ggodinez@asrckrec.com	Role: User
<b>Contact Name:</b> Ryan Christianson	Phone: (951) 955-6200
Email: Ryan.Christianson@asrckrec.com	Role: User
<b>Contact Name:</b> Sara Ibarra	Phone: (760) 778-2414
Email: Sara.Grano-Ibarra@asrckrec.com	Role: User
<b>Contact Name:</b> John O'Neil	Phone: (951) 413-2803
Email: joneil@asrckrec.com	Role: User
<b>Contact Name:</b> Jamie Alaniz	Phone: (951) 955-6200
Email: Jamie.Alaniz@asrckrec.com	Role: User
<b>Contact Name:</b> Jacquelyn Strey	Phone: (951) 600-6204
Email: Jacquelyn.Strey@asrckrec.com	Role: User
<b>Contact Name:</b> Kyle Edmonds	Phone: (951) 413-2844
Email: kyle.edmonds@asrckrec.com	Role: User
<b>Contact Name:</b> Heather Arriola	Phone: (951) 955-3345
Email: harriola@asrckrec.com	Role: User
<b>Contact Name:</b> Rebecca Cornelius	Phone: (951) 955-3345
Email: Rebecca.Cornelius@asrckrec.com	Role: User
<b>Contact Name:</b> Joshua Day	Phone: (951) 413-2761
Email: Joshua.Day@asrckrec.com	Role: User

**AUTHORIZED SITE & USERS LIST**

<b>Authorized Site:</b> The County of Riverside	Location ID: 589978
<b>Address:</b> 6221 Box Springs Blvd	Riverside, CA 92507-0714
<b>Total Number of Authorized Users at Site:</b> 20	
<b>Contact Name:</b> Desiree Quesada	Phone: (951) 955-3200
<b>Email:</b> desiree.quesada@asrckrec.com	Role: User
<b>Contact Name:</b> Anthony Figueira	Phone:
<b>Email:</b> Anthony.Figueira@asrckrec.com	Role: User

The County of Riverside	
6221 Box Springs Blvd Riverside, CA 92507	
Cameron Smith	589978



## Addendum to License Agreement

This Addendum is made as of the date hereof by and between CoStar Realty Information, Inc. ("Licensor" or "CoStar") and The County of Riverside ("Licensee") and is executed pursuant to and made a part of the License Agreement signed by Licensee on JUN 02, 2026, for the provision of Licensor's commercial real estate information service(s) (the "License Agreement"). Any capitalized term used in this Addendum and not otherwise defined shall have the meaning set forth in the License Agreement.

NOW THEREFORE, Licensor and Licensee agree that the License Agreement shall be amended as follows:

1. Section 10 is hereby restated as follows:

"Intentionally Omitted."

2. Section 13 is hereby revised whereas the following is added to the beginning of the first sentence:

"EXCLUDING LOSS, COSTS OR DAMAGES RESULTING FROM COSTAR'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, "

3. Section 13 is hereby revised whereas the second sentence is restated as follows:

"COSTAR PARTIES' AGGREGATE, CUMULATIVE LIABILITY RELATING TO THIS AGREEMENT AND USE OF THE LICENSED PRODUCT SHALL BE LIMITED TO LICENSEE'S ACTUAL, RECOVERABLE DIRECT DAMAGES, IF ANY, WHICH IN NO EVENT SHALL EXCEED TWICE THE TOTAL AMOUNT OF LICENSE FEES ACTUALLY PAID TO COSTAR UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE."

4. Section 13 is hereby revised whereas the penultimate sentence is restated as follows:

"NO ACTION ARISING OUT OF OR PERTAINING TO THIS AGREEMENT MAY BE BROUGHT BY LICENSEE MORE THAN Two (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN."

5. Section 14 is hereby restated as follows:

"Intentionally Omitted."

6. Section 17 is hereby restated as follows:

"Neither Party shall have any liability for any damages resulting from any failure to perform any obligation hereunder or from any delay in the performance thereof due to causes beyond said Party's control, including industrial disputes, acts of God or government, public enemy, war, fire, pandemic, epidemic, other casualty, failure of any link or connection whether by computer or otherwise, or failure of technology or telecommunications or other method or medium of storing or transmitting the Licensed Product."

7. Section 18 is hereby revised whereas all references to "Virginia" and "Delaware" are replaced with "California."
8. Licenser and Licensee agree that, except as expressly provided above, all of the terms of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the day and year set forth below and do each hereby warrant and represent that their respective signatories, whose signatories appear below, have been and are on the date hereof duly authorized by all necessary and appropriate action to execute this Addendum.

**CoStar Realty Information, Inc.:**

By: CL  
Name: Chris Lown  
Title: CFO  
Date: 5-11-26

**Licensee:**

By: Karen S. Spiegel  
Name: KAREN SPIEGEL  
Title: CHAIR, BOARD OF SUPERVISORS  
Date: JUN 02 2026

FORM APPROVED COUNTY COUNSEL  
BY [Signature] 5/21/26  
RYAND YABKO DATE

ATTEST:  
KIMBERLY A. RECTOR, Clerk

By [Signature]  
DEPUTY



CoStar Group, Inc.

1201 Wilson Blvd.  
Arlington, VA 22209

202.346.6500

costargroup.com  
NASDAQ: CSGP

03/25/2026

The County of Riverside  
6221 Box Springs Blvd, Riverside, CA 92507 USA

Attention: Chris Gray

In response to The County of Riverside's inquiry regarding sole sourcing, we provide the following statement:

Costar Realty Information, Inc. ("Costar") declares that it is the sole and full owner and manufacturer of the commercial real estate services Costar may provide through its Costar Suite product. Costar declares that there are no other authorized agents selling or resellers for this product or services. This product is not available through any other entities.

Thank you very much and please let me know if you have any questions.

Regards,

Chris Lown  
Chief Financial Officer



**PETER ALDANA**  
**COUNTY OF RIVERSIDE**  
**ASSESSOR-COUNTY CLERK-RECORDER**

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

Website: [www.riversideacr.com](http://www.riversideacr.com)  
Portal: [www.riversidetaxinfo.com](http://www.riversidetaxinfo.com)

Date: Tuesday, April 7, 2026

From: Peter Aldana, Assessor County-Clerk Recorder

To: Board of Supervisors

Via: Chris Gray, Assistant Assessor-County Clerk-Recorder

Subject: Request for Sole Source Procurement for the continued license subscription services to commercial sales information with CoStar Realty Information, Inc.

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

Single Source       Sole Source

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

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

1. **Requested Supplier Name:** CoStar Realty Information, Inc. **Supplier ID:** 0000044338
  - a. **Describe the goods/service being requested:** The Assessor-County Clerk-Recorder (ACR) is requesting approval to continue its subscription license for access to a commercial database that provides sales information.
  - b. **Explain the unique features of the goods/services being requested from this supplier:** CoStar is the only known provider that offers the comprehensive, verified commercial sales information required to support ACR's appraisal functions. Its proprietary database and customizable reporting tools generate detailed commercial sales reports, including verified comparable sales transactions, property condition, historical data, tenant information, and property photographs—providing reliable and defensible data for valuation purposes.

No other vendor offers an equivalent combination of verified sales comparables, ownership and transaction data, and integrated analytical capabilities within a

single platform. As such, CoStar is uniquely qualified to meet ACR's operational requirements. Additionally, CoStar provides integrated marketing and advanced analytics that support market evaluation and informed decision-making.

c. **What are the operational benefits to your department?** The use of CoStar enhances operational efficiency, improves data reliability, and supports consistent, defensible appraisal practices for the ACR. Additionally:

- **Improved Efficiency and Productivity:** Centralized access to comprehensive commercial property data reduces the time staff spend gathering, verifying, and reconciling information from multiple sources.
- **Enhanced Valuation Accuracy:** Access to verified comparable sales, ownership records, and historical data supports more accurate and consistent property valuations.
- **Defensible Assessments:** Reliable, third-party verified data strengthens the department's ability to justify assessments and respond to appeals or audits.
- **Streamlined Reporting Capabilities:** Customizable reporting tools enable staff to quickly generate detailed, standardized reports, improving workflow and turnaround times.
- **Better Market Insight and Analysis:** Advanced analytics and trend data allow appraisers to monitor market conditions and make informed, data-driven decisions.

d. **Provide details on any cost benefits/discounts:** The ACR reduces costs by leveraging CoStar to improve operational efficiency, consolidate multiple data sources into a single platform—eliminating the need to maintain or purchase separate systems—reduce the risk of revenue loss from unsupported assessments, and enhance overall productivity. Additionally, CoStar is honoring legacy pricing for existing users, resulting in a savings of \$114 per user.

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?**

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 23-127                       No

a. What was the total annual and aggregate amount? \$107,764/\$480,310

**4. Identify all costs for this requested in the table below:**

**If review is for multiple years, all costs must be identified below:**

Description:	FY <u>25/26</u>	FY <u>26/27</u>	FY <u>27/28</u>	Total
On-Going Cost				
CoStar Suite	\$141,192	\$149,592	\$157,992	\$448,776
Total Contract Amount				<b>\$448,776</b>
Future Unforeseen requirements, not to exceed total aggregate amount				\$45,000

**5. Period of Performance: June 1, 2026 – May 31, 2029**

**Ratify Start Date (if applicable): N/A**

**Initial Term Start Date: 06/01/2026 End: Date: 06/01/2026 – 05/31/2029**

**Number of renewal options (please provide those options): N/A**

**Aggregate Term/End Date: May 31, 2029**

**6. Projected Board of Supervisor Date (if applicable): May 12, 2026**

[Signature Page Follows]

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

Chris Gray / Assistant ACR                      *Chris Gray*                      4/7/26  
**Print Name**                                      **Department Head Signature**                      **Date**  
(Executive Level Designee)

.....  
**PCS Reviewed:**

Ofelia Acosta                                      *Ofelia Acosta*                                      4/7/2026  
**Print Name**                                      **Signature**                                      **Date**

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

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

**Purchasing Department Review and Comments:** \_\_\_\_\_

Not to exceed:

One-time \$ \_\_\_\_\_

Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 498,776

Aggregate Amount \$ \_\_\_\_\_

*Stacy Orton*                                      5/6/2026                                      26-161  
**Purchasing Agent Signature**                      **Date**                                      **Tracking Number**  
(Reference on Purchasing Documents)

# CoStar License Agreement Terms and Conditions

These CoStar License Agreement Terms and Conditions form a material part of the License Agreement which references these CoStar License Agreement Terms and Conditions.

**1. Definitions.** As used herein, the following terms shall have the following meanings:

- **Agreement:** The License Agreement, together with these CoStar License Agreement Terms and Conditions that were effective as of the time the parties fully executed the License Agreement, and any other terms and conditions expressly incorporated therein.
- **Analysis:** Forecasts, evaluations, simulations, assessments, models, processes, methods, techniques, applications, procedures, formulae, algorithms and other analyses related to real estate, lodging industry and/or securities, including but not limited to those related to Licensee's portfolio or otherwise resulting from the performance of services rendered in connection with any consulting agreement between CoStar and Licensee.
- **Authorized User:** (a) If Licensee is an individual, Authorized User shall mean Licensee, otherwise (b) Authorized User shall mean each individual who is (1) Licensee's employee or exclusive contractor (i.e. an individual person working as an independent contractor solely for Licensee and not also for themselves or another company with real estate or lodging industry information needs, and performing substantially the same services for Licensee as an employee of Licensee), (2) associated with the site(s) specifically identified in the License Agreement, and (3) included on CoStar's list of Authorized Users and associated sites for the CoStar Product. The number of Authorized Users shall not exceed the number of users set forth in the License Agreement.
- **Client Materials:** Licensee's own reports, analyses or presentations prepared for Licensee's clients or prospective clients.
- **CPI:** For the United States, Canada, and the Caribbean: Consumer Price Index for All Urban Consumers (CPI-U); for the European Union: European Union Consumer Price Index (I:EUCPI); Consumer Price Index as published by the China National Bureau

of Statistics; for all other locations, Consumer Price Index published by the United Kingdom's Office for National Statistics.

- CoStar: CoStar Realty Information, Inc. and/or the applicable subsidiary thereof that is providing the applicable Licensed Product.
- CoStar Excerpts: Limited amounts of Information and limited excerpts and discrete portions of Analysis, including limited excerpts and discrete portions from CoStar Market Reports.
- CoStar Market Reports: CoStar's real estate and/or lodging industry market reports, which may contain elements of the Database or the Analysis.
- CoStar Parties: CoStar and its affiliates and their respective partners, officers, directors, employees, agents, and third-party suppliers, and each of their successors and assigns.
- CoStar Product: Those portions of the Database, Information, Analysis, and reports that are licensed pursuant to this Agreement, including any updates or modifications thereto, and any information derived therefrom, the proprietary organization, layout, design and structures for categorizing sorting, and displaying it, and the related tools and software.
- Database: CoStar's proprietary database of real estate and/or lodging industry information.
- Information: The information, text, forms, agreements, videos, photographic and other imagery, and data contained in or supplied from the Database.
- License Agreement: The License Agreement or Subscription Form into which these CoStar License Agreement Terms and Conditions are incorporated by reference.
- License Fees: The license fees specified in the License Agreement.
- Licensed Product: The CoStar Product, together with any other product expressly included in the definition of "Licensed Product" in the Agreement.
- Licensee: The Licensee identified in the License Agreement.
- Passcode: The username and password and any other authentication method used to access the Licensed Product.
- Start Date: The date CoStar disseminates to Licensee a Passcode for the Licensed Product; provided, that for existing customers with Passcodes, the Start Date shall be the date this Agreement is fully executed.

## 2. License.

- a. During the term of this Agreement, CoStar hereby grants to Licensee a nonexclusive, nontransferable license to use only those portions of the Licensed Product that are expressly identified in the License Agreement, subject to and in accordance with the terms of this Agreement.
- b. The CoStar Product may be used only by Authorized Users. Licensee understands that all individuals that benefit from the CoStar Product at each licensed site, which for the avoidance of doubt includes, without limitation, any broker, agent, researcher, analyst, appraiser, surveyor, valuer, investment professional (including those making/assisting with investment or lending decisions), advisor, underwriter, asset manager, sales or other similar personnel (including, but not limited to, managers or directors managing such personnel) must be an Authorized User regardless of how much they actually use the CoStar Product and Licensee agrees to notify CoStar if the number of such individuals at a site exceeds the number of Authorized Users set forth in this Agreement.

## 3. Permitted Uses. Subject to the prohibitions set forth below, during the term of this Agreement, Licensee may, in the ordinary course of business:

- a. use the CoStar Product for Licensee's internal research purposes;
- b. use the Database to:
  - provide information (including via email) regarding particular properties to its clients and prospective clients;
  - market particular properties;
  - support its valuation, appraisal or counseling regarding a specific property;
- c. share or distribute to clients and prospective clients (including via email) CoStar Excerpts that are contained in or incidental to Licensee's own Client Materials, so long as:
  - such CoStar Excerpts are only supportive of, and do not independently form a substantial part of, the substance of the Client Materials;
  - Licensee shall be liable for any such distribution of the CoStar Excerpts;
  - Licensee shall always acknowledge CoStar as the source of the CoStar Excerpts within the Client Materials;

- the Client Materials shall not include full copies or substantial portions of any CoStar Market Reports and may contain only limited amounts of building-specific and tenant-specific Information; and
  - the Client Materials are distributed to a limited number of its clients and prospective clients, are not commercially or generally distributed;
- d. print, copy, or export Information into desktop, mobile, or cloud-based word processing, spreadsheet, presentation programs, or general-purpose productivity software packages (or any other software programs with the express written consent of CoStar) so long as:
- the level of Information being printed, copied or exported is, in CoStar's reasonable discretion, reasonably tailored for Licensee's purposes, insubstantial, in the ordinary course of Licensee's business, and used in compliance with the remainder of this Agreement;
  - no such programs or storage solutions are used to create a searchable and/or competitive database (including, without limitation, any database that permits its users to search for and/or extract individual records or data points) of any portion of the CoStar Product; and
  - no Information is exposed to an environment susceptible to access or use, directly or indirectly by any third party, including without limitation open artificial intelligence tools; and
- e. display on its own website photographs from the Licensed Product that depict properties that Licensee owns, controls, represents or holds exclusives, provided that:
- such photographs may not be altered, including without limitation the CoStar watermark;
  - such display rights shall cease upon expiration or termination of this Agreement; and
  - under no circumstances shall such photographs be posted on any website that competes with the Licensed Product.

#### **4. Prohibited Uses.**

- a. Except as specifically set forth in Section 3 hereof or as may otherwise be agreed to by the parties in writing, Licensee shall not:

- distribute, disclose, copy, reproduce, make available, upload, post, communicate to the public by telecommunication, display, publish, transmit, assign, sublicense, transfer, provide access to, sell, directly or indirectly, any portion of the Licensed Product by any means (including without limitation the Internet, any bulletin board system, electronic network, listing service, or any other data sharing arrangement) to anyone other than Licensee and the Authorized Users, or modify, adapt or create derivative works of the Licensed Product;
  - store, copy or export any portion of the Licensed Product into any database or other software program; or
  - link to or frame any portion of the Licensed Product.
- b. Notwithstanding any other provision herein, Licensee shall not, without the express written permission from CoStar:
- use any portion of the Licensed Product to create, directly or indirectly, any database or product;
  - access or use the Licensed Product if Licensee is a direct or indirect competitor of, or provides any portion of the Licensed Product to any direct or indirect competitor of, CoStar or its affiliates;
  - modify, merge, scrape, disassemble or reverse engineer any portion of the Licensed Product, or use any data mining, gathering or extraction tool, or any robot, spider or other automatic device or manual process, to monitor or copy any portion of the Licensed Product or the data generated from it;
  - use, reproduce, publish, or compile any Information or Analysis for the purpose of selling or licensing it or making it publicly available;
  - use any portion of the Licensed Product in a manner that would violate any applicable law, regulation, rule, ordinance or common-law principle, including those relating to real estate practice, competition, marketing, advertising, defamation, securities, spam and privacy; or
  - in connection with the offer or sale of securities, use any portion of the Licensed Product, directly or indirectly, in any securities offering materials, registration statement, prospectus, or other filing with the United States Securities and

Exchange Commission or any other federal, provincial, state, local or foreign governmental authority.

## 5. Term.

- a. The initial term of this Agreement shall begin on the Start Date and continue for the term specified in the License Agreement, and unless otherwise specified in the License Agreement, shall expire at the end of such term on the last day of the calendar month in which the Start Date occurred. (By way of example, if the Start Date was on January 15, 2050, with a one-year term, the initial term would end on January 31, 2051.)
- b. This Agreement **shall automatically renew for successive periods of one (1) year each** unless at least 60 days prior to the last day of the initial term or renewal term, as applicable, either party has provided to the other **written notice of nonrenewal**.

## 6. Termination and Interruption of Access.

- a. Either party may terminate this Agreement if the other party:
  - materially breaches this Agreement, and such breach is not remedied within 30 days after written notice to the breaching party; or
  - makes an assignment, arrangement or composition for the benefit of its creditors, or is the subject of a filing of a petition under any bankruptcy or insolvency law and such filing is not discharged within 30 days of such filing.
- b. CoStar may terminate this Agreement immediately without further obligation to Licensee:
  - upon CoStar's good faith determination of any violation by Licensee of Sections 4, 9 or 11 hereof, or any material violation of any other agreement between the parties or their affiliates;
  - upon five (5) days' written notice in the event that CoStar discontinues providing a particular product (which CoStar may do at any time in CoStar's sole discretion), in which case Licensee shall be released of its obligation to pay the License Fees attributable to the terminated portion of the Licensed Product from and after the effective date of such termination (and CoStar shall refund any prepaid License Fees attributable thereto); or
  - in the event Licensee is or becomes directly or indirectly owned or controlled (50% or more in the aggregate) by any

individual or entity that is: designated pursuant to an economic sanctions program administered by the United Nations Security Council, the United States Treasury Department's Office of Foreign Assets Control, or any other applicable governmental authority, or who is located, organized, or resident in a country or territory that is, or whose government currently is, the target of comprehensive embargoes imposed by the United Nations Security Council, the United States government, or any other applicable governmental authority; designated on the Entity List administered by the United Nations Security Council Consolidated List, the United States Department of Commerce's Bureau of Industry and Security, or any other applicable governmental authority; or in material violation of applicable human trafficking or child labor laws.

- c. CoStar may interrupt the provision of any portion of the Licensed Product to Licensee upon CoStar's good faith determination of any actual or impendent violation by Licensee of this Agreement, or any material violation of any other agreement between the parties or their affiliates, in which case:
  - Licensee shall continue to be responsible for all License Fees (provided, however, that Licensee shall not be responsible for License Fees for an interrupted period if there was not an actual violation); and
  - CoStar will restore the provision of the Licensed Product only if, in CoStar's reasonable opinion, the violation has been resolved satisfactorily (including, if applicable bringing current any amounts due hereunder).
- d. Upon Licensee's breach of any term of this Agreement that leads to a termination of this Agreement, all License Fees and all other fees payable hereunder shall become immediately due and payable in full, and in addition to the foregoing, CoStar's remedies shall include any damages and relief available at law or in equity. If CoStar retains any third party to obtain any remedy to which it is entitled under this Agreement, CoStar shall be entitled to recover all costs, including attorney's fees and collection agency commissions, CoStar incurs.

## **7. Post-Termination.**

- a. Upon termination or nonrenewal of this Agreement, Licensee may no longer use any portion of the Licensed Product in any manner.

- b. Within ten (10) days after the effective date of termination or nonrenewal, Licensee will permanently delete or destroy all elements of the Licensed Product under its control; provided, however, that Licensee shall not be required to purge from its hard-copy, electronic or email files Information that Licensee's Authorized Users incorporated into Licensee's own reports, analyses or other materials in compliance with the terms of this Agreement and which are contained in such hard-copy, electronic or email files, so long as such materials are retained solely for ordinary corporate systems backup, legal or regulatory purposes and are not used, copied, distributed or displayed for internal research or marketing, for establishing, populating or maintaining any commercial real estate information service or other searchable database, or for any other purposes. Upon request from CoStar, Licensee shall certify its compliance with the terms of this paragraph in writing reasonably satisfactory to CoStar.
- c. CoStar may at its sole expense audit Licensee's compliance with this Section and other terms of this Agreement, provided, that such audit will occur under Licensee's reasonable supervision and Licensee shall cooperate in the conduct of any such audit.

## **8. License Fees.**

- a. Licensee agrees to pay the License Fees and all other fees set forth in this Agreement in the currency and manner indicated in the License Agreement.
- b. Each year on each anniversary of the last day of the calendar month in which the Start Date occurred, CoStar may increase the License Fees by a percentage equal to the percentage increase in the CPI for the previous twelve months.
- c. During any renewal term, CoStar may increase the License Fees, or charge other fees for any portion of the Licensed Product or service provided by CoStar; provided, however, that if the License Fee is increased by a percentage greater than the percentage increase in the CPI and Licensee does not agree to such increase or charge, then Licensee may give CoStar written notice of termination within 60 days after CoStar's notice of such increase or charge, in which case (i) Licensee shall continue to pay the License Fees in place before the proposed increase or charge until the last day of the calendar month in which Licensee's notice of termination is

delivered, and (ii) this Agreement shall terminate with respect to such portion of the Licensed Product on such date.

- d. CoStar may send invoices for such fees by email, postal mail, or both. All fees shall be billed in advance in accordance with the billing cycle identified herein and are due net 30 days. All payments received after the due date may be subject to a late payment charge from such due date until paid at a rate equal to the maximum rate permitted under applicable law. In all cases, all fees payable under this Agreement shall be paid in full without any right of set-off or deduction. CoStar may accept any payment without prejudice to its rights to recover the balance due or to pursue any other right or remedy. No endorsement or statement on any check, payment, or elsewhere will be construed as an accord or satisfaction. The License Fees do not include value added, sales, use, excise or any other taxes or fees now or hereafter imposed by any governmental authority with respect to the Licensed Product. CoStar shall not be bound to use any third-party payment vendor or accept credit card payments, and any fees by such vendors or costs incurred from such credit card payments may be added to the amounts payable hereunder. At CoStar's option, Licensee shall pay any such taxes or additional fees directly or pay them to CoStar immediately upon invoicing by CoStar.
- e. Licensee must notify CoStar about any billing problems or discrepancies within 180 days after charges first appear on the account statement; if it is not brought to CoStar's attention within such period, Licensee agrees to waive the right to dispute such problems or discrepancies.
- f. It is Licensee's responsibility to promptly provide CoStar with any contact or billing information changes or updates (including phone number, email address, credit card numbers, etc.). Billing updates should be emailed to [billing@costar.com](mailto:billing@costar.com).

#### **9. Licensed Product Access, Passcodes, and Security.**

- a. Licensee will ensure that access to and use of the Licensed Product, and the Passcodes and any other authentication method used to access the Licensed Product are available only to Authorized Users, and will not allow anyone other than an Authorized User access to the Licensed Product or Passcodes for any reason. No Authorized User may share assigned Passcodes with any other person nor

allow any other person to use or have access to such Passcodes. No Authorized User may access the Licensed Product using any Passcode other than the Passcodes assigned to such Authorized User.

- b. Each Authorized User's access to the Licensed Product may require multi-factor authentication, including, but not limited to, biometric authentication and/or designation of specific devices. CoStar is under no obligation to confirm the actual identity or authority of any party accessing the Licensed Product under any Passcode or other authentication method.
- c. During the term of this Agreement, Licensee will promptly notify CoStar of any Authorized User's change of employment or contractor status with Licensee, including, without limitation, termination of an Authorized User's employment or contractual service with Licensee, and upon such termination Licensee shall destroy and cease using the Passcodes for such Authorized User. No Authorized User who ceases to be an employee or contractor of Licensee may use any Passcode in any manner.
- d. Licensee shall implement reasonable technical and administrative security controls consistent with industry standards to protect the Licensed Product. In the event of a security incident or breach of Licensee's (or any third-party) system that affects the Licensed Product or any CoStar Information, or in the event Licensee discovers any unauthorized use of the Licensed Product attributable to Licensee's action or inaction, Licensee shall promptly respond to the incident or breach, mitigate any damage it has caused, and notify CoStar with all relevant information associated with the breach or incident.
- e. Licensee will designate a person authorized to determine and change the level of each Authorized User's access to the Licensed Product and ensure that Licensee complies with this Agreement.
- f. Licensee is responsible for providing all hardware, software and Internet access necessary to obtain and use the Licensed Product.
- g. Licensee acknowledges that if it creates any settings, saved searches, fields or functions in the Licensed Product or inputs, adds or exports any data into or from the Licensed Product, none of the CoStar Parties shall have any liability or responsibility for any such information or the loss, destruction or use by third parties thereof;

Licensee acknowledges that it is Licensee's responsibility to make back-up copies of such information. CoStar may limit the amount of storage space allocated for such information.

- h. CoStar reserves the right to modify any part of the Licensed Product or the way the Licensed Product is accessed at any time, so long as such modifications do not significantly degrade the Licensed Product.
- i. Licensee acknowledges and agrees that CoStar may record telephone and other electronic communications it has with Licensee or its Authorized Users for CoStar's internal business purposes, including but not limited to training and quality assurance purposes.

**10. Licensee Information.** If Licensee is a real estate broker, investor, or developer, Licensee agrees to use reasonable efforts to keep CoStar informed about properties available for lease and/or sale and transaction information with respect to properties that Licensee owns, controls, represents or holds exclusives. Licensee hereby grants to CoStar and its affiliates an irrevocable, non-exclusive license to gather, use, modify, reproduce and sublicense real estate information available on Licensee's website or otherwise provided to CoStar. CoStar acknowledges that if Licensee provides CoStar with any information or imagery, Licensee retains its rights to such information and imagery, even following termination of this Agreement.

**11. Ownership.** Licensee acknowledges that the Licensed Product is comprised of data that is owned by CoStar and its licensors and that CoStar and its licensors have and shall retain exclusive ownership of all proprietary rights to the Licensed Product, including all United States, United Kingdom, Canadian, European Union or other international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. This is a license agreement and not an agreement for sale. Licensee shall have no right or interest in any portion of the Licensed Product except the right to use the Licensed Product as set forth herein. Licensee acknowledges that the Licensed Product constitutes the valuable property and confidential and copyrighted information of CoStar and its licensors and agrees to (a) comply with all copyright, trademark, trade secret, patent, contract and other laws necessary to protect all rights in such information, (b) not challenge CoStar's and its 'licensors' ownership (or the validity or enforceability of their rights in and to) such information, and (c) not remove, conceal,

obliterate or circumvent any copyright or other rights management information, notice, license or anti-piracy technological measure included in the Licensed Product. Licensee shall be liable for any violation of the provisions of this Agreement by any Authorized User, and for any unauthorized use of the Licensed Product by Licensee's employees, contractors, affiliates and agents. Licensee may not use or reproduce any trademark, service mark or trade name of CoStar or its licensors without CoStar's written consent. Nothing in this Agreement will restrict CoStar from freely using for any purpose, without compensation, any Licensee idea, suggestion, enhancement or other feedback relating to the Licensed Product or new products, features or tools.

**12. No Warranties. ALTHOUGH COSTAR MAKES EFFORTS TO PROVIDE AN ACCURATE PRODUCT, THE LICENSED PRODUCT AND ALL PARTS THEREOF ARE PROVIDED 'AS IS', 'WITH ALL FAULTS', AND 'AS AVAILABLE'. THE COSTAR PARTIES DO NOT MAKE, AND HEREBY EXPRESSLY EXCLUDE AND DISCLAIM, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (a) MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES AND FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, QUIET ENJOYMENT AND NO ENCUMBRANCES OR LIENS, (b) THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE LICENSED PRODUCT, (c) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, (d) THE LICENSED PRODUCT CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY ANY OF THE COSTAR PARTIES, AND (e) THAT ACCESS TO OR USE OF THE LICENSED PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. THE ANALYSIS AND COSTAR MARKET REPORTS CONTAINED IN THE LICENSED PRODUCT MAY INCLUDE, WITHOUT LIMITATION, STATEMENTS REGARDING COSTAR'S CURRENT OR FUTURE BELIEFS, EXPECTATIONS, INTENTIONS OR STRATEGIES REGARDING PARTICULAR REAL ESTATE MARKETS. THE ANALYSIS AND COSTAR MARKET REPORTS ARE SUBJECT TO MANY RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THE ANALYSIS AND COSTAR MARKET REPORTS. LICENSEE UNDERSTANDS**

THAT THE ANALYSIS AND COSTAR MARKET REPORTS CONTAINED IN THE LICENSED PRODUCT ARE BELIEVED TO BE STATE OF THE ART AND, BY REASON OF THEIR LIMITED PERIOD OF USE, THEIR DEGREE OF ACCURACY IN REPORTING REAL ESTATE MARKET INFORMATION AND MAKING FORECASTS IS NOT PROVEN. LICENSEE SHALL NOT HOLD ANY OF THE COSTAR PARTIES OR THEIR LICENSORS RESPONSIBLE FOR ANY ERRORS IN REPORTING, EVALUATING, ANALYZING, SIMULATING OR FORECASTING REAL ESTATE MARKET INFORMATION, OR FOR ANY INFORMATION, ANALYSES OR COSTAR MARKET REPORTS COMPRISING THE LICENSED PRODUCT.

**13. Limitation on Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COSTAR PARTIES WILL NOT BE LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY LICENSEE OR ANY THIRD PARTY INCLUDING WITHOUT LIMITATION THOSE ARISING OUT OF OR RELATED TO ANY FAULTS, INTERRUPTIONS OR DELAYS IN THE LICENSED PRODUCT OR ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE LICENSED PRODUCT, REGARDLESS OF HOW SUCH FAULTS, INTERRUPTIONS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISE, OR FOR ANY UNAUTHORIZED USE OF THE LICENSED PRODUCT. COSTAR PARTIES' AGGREGATE, CUMULATIVE LIABILITY RELATING TO THIS AGREEMENT AND USE OF THE LICENSED PRODUCT SHALL BE LIMITED TO LICENSEE'S ACTUAL, RECOVERABLE DIRECT DAMAGES, IF ANY, WHICH IN NO EVENT SHALL EXCEED THE TOTAL AMOUNT OF LICENSE FEES ACTUALLY PAID TO COSTAR UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE. RECOVERY OF THIS AMOUNT SHALL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY APPLICABLE DAMAGES. UNDER NO CIRCUMSTANCES WILL ANY OF THE COSTAR PARTIES BE LIABLE FOR LOST PROFITS HOWSOEVER ARISING OR FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF, BASED ON, RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE OF THE LICENSED PRODUCT, EVEN IF COSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES. THE EXCLUSION OF DAMAGES IN THIS PARAGRAPH IS INDEPENDENT OF LICENSEE'S EXCLUSIVE REMEDY DESCRIBED ABOVE AND SURVIVES IN THE EVENT SUCH REMEDY FAILS. NO ACTION ARISING OUT OF OR PERTAINING TO THIS AGREEMENT MAY BE BROUGHT BY LICENSEE MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN. THE PROVISIONS OF THIS SECTION APPLY WITHOUT REGARD TO THE CAUSE OR FORM OF ACTION, WHETHER THE DAMAGES ARE GROUNDED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER CAUSE OF ACTION.

**14. Indemnification.** Licensee agrees to defend, indemnify and hold harmless the CoStar Parties from and against any third-party action, suit, claim or demand and any associated losses, expenses, damages, costs and other liabilities (including reasonable attorneys' fees), arising out of or relating to Licensee's (and Licensee's users') use or misuse of the Licensed Product, information provided to CoStar through the Licensed Product, or violation of this Agreement. CoStar shall give Licensee prompt written notice of such claim, demand or action (provided, however, that CoStar's failure to provide such notice shall not relieve Licensee of its indemnification obligations except to the extent Licensee is prejudiced thereby). Licensee shall cooperate as fully as reasonably required in the defense of any such claim or demand. If the foregoing indemnity is unavailable to any of the CoStar Parties with respect to any claim, demand or action under any laws, rules or regulations for any reason, CoStar shall be entitled to seek in a court of competent jurisdiction Licensee's contribution to such claim, demand or action under any legal or equitable theories available to it. This Section shall survive the expiration or termination of this Agreement.

**15. Assignment.** The parties' obligations hereunder are binding on their successors, legal representatives and permitted assigns. Licensee may not assign or transfer (by operation of law or otherwise) this Agreement nor the license granted hereunder, in whole or in part, without the prior written consent of CoStar; provided, however, that Licensee may, with written notice to CoStar, assign its rights and obligations under this Agreement to any successor to all or substantially all of the business or assets of Licensee (by merger or otherwise) so long as (a) such assignment shall not result in the elimination of any then-existing CoStar

revenue stream from Licensee or such third party and (b) such assignee does not directly or indirectly compete with CoStar or any of its affiliates.

**16. Notices; Invoices.** All notices given hereunder must be in writing and delivered by email, personally mailed by registered or certified mail (return receipt requested, where available), or delivered by a well-recognized overnight courier company to the addresses specified in the License Agreement, or as otherwise specified in writing by the receiving party. Notices to CoStar's physical address shall be directed to the attention of CoStar Sales. Notices of nonrenewal to CoStar under Section 5 hereof may be sent via email to [cancel@costar.com](mailto:cancel@costar.com). All notices will be deemed given if delivered personally or by email, on the day of delivery, if mailed by registered or certified mail, three (3) days after the date of mailing, if delivered by a well-recognized overnight courier company, one day after dispatch, and if delivered by overnight international mail, four (4) days after mailing. Licensee agrees that CoStar may include notices on invoices sent to Licensee by mail or email.

**17. Force Majeure.** None of the CoStar Parties shall have any liability for any damages resulting from any failure to perform any obligation hereunder or from any delay in the performance thereof due to causes beyond CoStar's control, including industrial disputes, acts of God or government, public enemy, war, fire, pandemic, epidemic, other casualty, failure of any link or connection whether by computer or otherwise, or failure of technology or telecommunications or other method or medium of storing or transmitting the Licensed Product.

**18. Choice of Law; Jurisdiction.** Jurisdiction. This Agreement shall be governed by and construed under the laws of Delaware without regard to choice of law principles. CoStar irrevocably consents to the exclusive jurisdiction of the federal and state courts located in Virginia for the purpose of any action brought against CoStar in connection with this Agreement or use of the Licensed Product. Licensee irrevocably consents to the jurisdiction and venue of the federal and state courts located in the Virginia, or in any State where Licensee's Authorized Users are located, for any action brought against Licensee in connection with this Agreement or use of the Licensed Product.

**EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION AGAINST THE OTHER PARTY IN ANY**

**DISPUTE OR PROCEEDING (WHETHER BASED ON CONTRACT, STATUTE, TORT, OR ANY OTHER THEORY).**

**19. Miscellaneous.**

- a. The parties are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between them.
- b. This Agreement contains the entire understanding of the parties with respect to the Licensed Product and supersedes any prior oral or written statements by Licensee, CoStar, or their respective representatives and documents with respect to such subject matter; provided, that this Agreement does not supersede any other written license agreement between the parties unless expressly provided herein.
- c. This Agreement may not be amended, modified or superseded, nor may any of its terms or conditions be waived, unless expressly agreed to in writing by all parties. The failure of any party at any time to require full performance of any provision hereof will in no manner affect the right of such party at a later time to enforce the same.
- d. Unless otherwise required by applicable law, Licensee agrees to keep the terms of this Agreement strictly confidential.
- e. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty not expressly set forth in this Agreement.
- f. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement; provided, however, that the foregoing shall not limit or exclude any liability for fraud.
- g. Each party acknowledges its responsibilities in accordance with applicable anti-bribery and anti-corruption legislation, and represents and warrants that it has not, and will not offer, give, solicit or accept any bribe from any person, organization or company with the intent to coerce or induce a person, organization or company to act improperly in the course of their duties.
- h. Licensee agrees that CoStar may send to Licensee and its employees, contractors and Authorized Users communications, including, but not limited to, communications about new features or

products, available listings, product feedback and other marketing content, which the email recipient may unsubscribe from at any time. Licensee will comply with all laws related to emails Licensee and/or its employees, contractors and Authorized Users send using the Licensed Product.

- i. If any provision of this Agreement not being of a fundamental nature is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement will not be affected. If a provision is held to be invalid, illegal or otherwise unenforceable, it shall be deemed to be replaced with an enforceable provision that retains the intent and benefits of the original provision.
- j. Licensee acknowledges that in the event of a breach of any of these terms by Licensee, CoStar may suffer irreparable harm and shall be entitled to seek injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity.
- k. Headings are for reference only.
- l. Any provision of this Agreement that by its nature should survive expiration or termination of this Agreement shall survive expiration or termination of this Agreement, including without limitation Sections 4, 6(d), 7, 8, and 11 through 20 hereof.
- m. The English language version of this Agreement shall be binding. Any translated version is for convenience only, and shall not control the meaning or application of this Agreement.

## **20. Jurisdiction-Specific Clauses.**

- a. **Outside of the United States, Canada, the Caribbean, and China.** For Licensees located **outside of the United States, Canada, the Caribbean, and China** only, the following additional provisions shall apply, and in the event of a conflict, shall supersede any conflicting provision in these CoStar License Agreement Terms and Conditions:
  - The defined term “CoStar” shall mean CoStar UK Limited and/or any of its subsidiaries.
  - This Agreement, and any dispute or claim (including, without limitation, non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales. Each party irrevocably agrees that, for the

sole benefit of CoStar and subject as provided in this paragraph, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including, without limitation, non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation. Nothing in this Agreement shall limit the right of CoStar to take proceedings against Licensee in any other court of competent jurisdiction, nor shall the taking of proceedings by CoStar in any one or more jurisdictions preclude the taking of proceedings by CoStar in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

- NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT A PERSON'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, FOR FRAUD, OR FOR ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW.

b. **China.** For licensees located in China only, the following provisions shall apply, and in the event of a conflict, shall supersede any conflicting provision in these CoStar License Agreement Terms and Conditions:

- The defined term "CoStar" shall mean STR Benchmarking Solutions (Beijing) Co., Limited, a wholly-owned subsidiary of CoStar UK Limited.
- This Agreement shall be construed in accordance with the Laws of China. Any disputes arising from the performance of the Agreement or in relation to the Agreement shall be resolved through friendly negotiation between the parties. If failed, the dispute shall be submitted to China International Economic and Trade Arbitration Commission for arbitration in Beijing in accordance with the arbitration rules of the commission effective then. The arbitrator, or each of the arbitrators, if there is more than one, shall be of a nationality other than those of the parties or the parties' parent companies or places of incorporation. The parties may appoint arbitrators who are not on the Panel of Arbitrators provided by CIETAC and the arbitrators' remuneration may be set without reference to any schedule of fees normally adopted by CIETAC. The

language shall be such language as the chairman of the CIETAC considers appropriate for the circumstances of the case. The tribunal may take into account the International Bar Association's Rules on the Taking of Evidence in International Arbitration then in effect in deciding any application by the parties requesting the production of documents. In making its award, the tribunal shall not decide matters ex aequo et bono. The tribunal shall adopt an adversarial procedure for the arbitration. The arbitration award shall be final and binding upon both parties.

- If a Chinese version of this Agreement is provided, the Chinese version of the Agreement shall be binding.

Effective Date: February 06, 2025

If you are a current CoStar subscriber and have executed your agreement prior to February 06, 2025 click [here](#) to access the Terms and Conditions governing your agreement.



CoStar Group, Inc.

1201 Wilson Blvd.  
Arlington, VA 22209

202.346.6500

costargroup.com

NASDAQ: CSGP

03/25/2026

The County of Riverside  
6221 Box Springs Blvd, Riverside, CA 92507 USA

Attention: Chris Gray

In response to The County of Riverside's inquiry regarding sole sourcing, we provide the following statement:

Costar Realty Information, Inc. ("Costar") declares that it is the sole and full owner and manufacturer of the commercial real estate services Costar may provide through its Costar Suite product. Costar declares that there are no other authorized agents selling or resellers for this product or services. This product is not available through any other entities.

Thank you very much and please let me know if you have any questions.

Regards,

Chris Lown  
Chief Financial Officer



**PETER ALDANA**  
**COUNTY OF RIVERSIDE**  
**ASSESSOR-COUNTY CLERK-RECORDER**

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

Website: [www.riversideacr.com](http://www.riversideacr.com)  
Portal: [www.riversidetaxinfo.com](http://www.riversidetaxinfo.com)

Date: Tuesday, April 7, 2026

From: Peter Aldana, Assessor County-Clerk Recorder

To: Board of Supervisors

Via: Chris Gray, Assistant Assessor-County Clerk-Recorder

Subject: Request for Sole Source Procurement for the continued license subscription services to commercial sales information with CoStar Realty Information, Inc.

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

Single Source       Sole Source

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

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

1. **Requested Supplier Name:** CoStar Realty Information, Inc. **Supplier ID:** 0000044338
- a. **Describe the goods/service being requested:** The Assessor-County Clerk-Recorder (ACR) is requesting approval to continue its subscription license for access to a commercial database that provides sales information.
- b. **Explain the unique features of the goods/services being requested from this supplier:** CoStar is the only known provider that offers the comprehensive, verified commercial sales information required to support ACR's appraisal functions. Its proprietary database and customizable reporting tools generate detailed commercial sales reports, including verified comparable sales transactions, property condition, historical data, tenant information, and property photographs—providing reliable and defensible data for valuation purposes.

No other vendor offers an equivalent combination of verified sales comparables, ownership and transaction data, and integrated analytical capabilities within a

single platform. As such, CoStar is uniquely qualified to meet ACR's operational requirements. Additionally, CoStar provides integrated marketing and advanced analytics that support market evaluation and informed decision-making.

c. **What are the operational benefits to your department?** The use of CoStar enhances operational efficiency, improves data reliability, and supports consistent, defensible appraisal practices for the ACR. Additionally:

- **Improved Efficiency and Productivity:** Centralized access to comprehensive commercial property data reduces the time staff spend gathering, verifying, and reconciling information from multiple sources.
- **Enhanced Valuation Accuracy:** Access to verified comparable sales, ownership records, and historical data supports more accurate and consistent property valuations.
- **Defensible Assessments:** Reliable, third-party verified data strengthens the department's ability to justify assessments and respond to appeals or audits.
- **Streamlined Reporting Capabilities:** Customizable reporting tools enable staff to quickly generate detailed, standardized reports, improving workflow and turnaround times.
- **Better Market Insight and Analysis:** Advanced analytics and trend data allow appraisers to monitor market conditions and make informed, data-driven decisions.

d. **Provide details on any cost benefits/discounts:** The ACR reduces costs by leveraging CoStar to improve operational efficiency, consolidate multiple data sources into a single platform—eliminating the need to maintain or purchase separate systems—reduce the risk of revenue loss from unsupported assessments, and enhance overall productivity. Additionally, CoStar is honoring legacy pricing for existing users, resulting in a savings of \$114 per user.

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?**

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 23-127                       No

a. What was the total annual and aggregate amount? \$107,764/\$480,310

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

<b>Description:</b>	<b>FY 25/26</b>	<b>FY 26/27</b>	<b>FY 27/28</b>	<b>Total</b>
On-Going Cost				
CoStar Suite	\$141,192	\$149,592	\$157,992	\$448,776
Total Contract Amount				<b>\$448,776</b>
Future Unforeseen requirements, not to exceed total aggregate amount				\$45,000

- 5. Period of Performance:** June 1, 2026 – May 31, 2029

**Ratify Start Date (if applicable):** N/A

**Initial Term Start Date:** 06/01/2026 **End: Date:** 06/01/2026 – 05/31/2029

**Number of renewal options (please provide those options):** N/A

**Aggregate Term/End Date:** May 31, 2029

- 6. Projected Board of Supervisor Date (if applicable):** May 12, 2026

[Signature Page Follows]

