Microsoft Premier Support Services Description Schedule: Fee and Named Contacts:

(Microsoft Affiliate to complete)
Premier Support Services Description Number
(Microsoft Affiliate to complete)
Schedule Number

001201410 Renewal_001448318

Customer Name: City of Riverside

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description.

By signing below the parties acknowledge and agree to be bound to the terms of the Agreement and this Services Description.

Customer	Microsoft Affiliate	
Name of Customer (please print)	Name	
City of Riverside	Microsoft Corporation	
Signature	Signature David T. Gallagher DecuSignad By: David T. Gallagher Name of person signing (please print)	
Name of person signing (please print)	Name of person signing (please print) David T. Gallagher	
Title of person signing (please print)	Title of person signing (please print) Director of Contracts	
Date	Date 6/7/2016	

Term	and the second of the second o	
This Schedule will commence on 6/15/2016	the "Commencement Date") and will	expire on 6/14/2017 (the "Expiration
Date").		

1. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary

	Price (US\$)
Premier	\$80,150
Total	\$80,150

b. Services by Support Location

Country : United States	
(Premier Standard 0- Renewa)

- Support Account Management hours included
- Up to 150 hours for Support Assistance*
- Up to 50 hours of Problem Resolution
- Four (4) Onsite Visits
- Unlimited User Access to Premier Online Website Included

APPROVED AS TO FORM

PremierFNCSv6.61(NorthAmerica)(US)(English)(May2010)

BY: Deputy City Attorney

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* All registration requirements for Workshops and Events must be completed by You no later than 60 days prior to the expiration date of this Fee and Named Contacts Schedule(s).

2. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name: Sarah Giovine
Address: Microsoft Corporation Attn: Sarah Giovine
Phone: 512-786-9619
Email: v-sagiov@microsoft.com
Fax:

3. CUSTOMER NAMED CONTACTS

Contacts will be carried over from the previous Term.

Microsoft

MICROSOFT CORPORATION

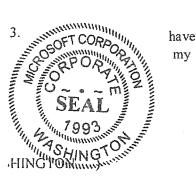
Assistant Secretary's Certificate

I, Benjamin O. Orndorff, do hereby certify that I am a duly elected and acting Assistant Secretary of MICROSOFT CORPORATION, a Washington corporation (the "Corporation") and acting in such capacity, I do further certify that:

- 1. At the date of this Certificate, David T. Gallagher is a duly appointed and acting Director of Contracts for the Corporation; and
- 2. In such capacity, Mr. Gallagher is authorized to execute public sector services contracts, consulting agreements, product support services agreements and any offers or proposals related to such contracts and agreements on behalf of the Corporation, including but not limited to any agreements or proposals with the City of Boston.

my

IN WITNESS WHEREOF, 1 hereunto hand and t of September 2013.



und and the seal of the Corporation this 30th day

Benjamin/Q Assistant

STATE OF WASHIN

) ss:

COUNTY OF KING

I certify that I know or have satisfactory evidence that Benjamin O. Orndorff is the person who appeared before me, and that he stated under oath that he is a duly elected and acting Assistant Secretary of Microsoft Corporation, that he has the authority to execute this instrument, and that his execution of this instrument is his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this

LOUIE S. LIN - NOTARY PUBLIC

 3.0^{th}

In and for the State of Washington, USA. Residing at Mercer Island, Washington, USA. My Appointment expires: July 19, 2015

Microsoft Corporation is an equal opportunity employer.

Microsoft Premier Support Services Description

(Microsoft Affiliate to complete) Services Description Number (For Microsoft Internal Purposes Only) MSL Number 001201410

This services description ("Services Description") is made pursuant to the Microsoft Master Services Agreement, (the "Agreement") effective as of ______, which is incorporated herein by this reference. In this Services Description "You", "Your" or "Customer" means the undersigned customer and "Wa," "Us," or "Our" means the undersigned Microsoft affiliate. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement. This Services Description is comprised of this cover page and the Services Description terms below, which are incorporated herein by this reference.

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Name of Customer City of Riverside		Contact Name (This person receives involces under this Services Description unless otherwise specified on Your purchase order.) Steve Reneker	
Name of Customer or Affi	liate that executed the Agree	ment if different than the undersigned	
Street Address 3900 Main Street	ting the state of	Contact E-mail Address SReneker@riversideca.gov	
City Riverside	State/Province CA	Phone (951) 826-5109	
Country USA	Postal Code 92522	Fax	

Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of this Services Description. We must be in receipt of a purchase order, check, or other acceptable form of payment before We will begin providing Services. We will invoke You for additional Services performed and expenses incurred. Our invokes are payable within 30 days of receipt by You and will be directed to Your representative for payment at the address shown above unless otherwise provided in a purchase order. Notwithstanding the foregoing, multi-year Service Descriptions will be invoked upon Our acceptance of this Services Description for year one and the remaining installments will be invoked at the subsequent anniversaries of the Commencement Date as defined on the Fee and Named Contacts Schedule(s). We reserve the right to adjust Our fees prior to entering into any new Fee and Named Contacts Schedule(s).

This Services Description will commence on 6-19-06 and will expire on 6-15-07 (the "Expiration Date") or the date We conclude the Services, which ever is later.

By signing below the parties acknowledge and agree to be bound to the terms of the Agreement and this Services Description.

	Process (2.44) (statement of the statement of the stateme
Name of Customer (please print) Oily of Riverside	Name Microsoft Corporation
Significant Signif	Standille Paradille
Marrie of person sufficient interest point) Bradley J. Hudson	Name of person signing (pisses print) Broad Miller on behalf of David Kircis
Title of person algaing (phase print) City Manager	Title of person eigning (please print) SERVICES SAUS MANAGER
Date June 9, 2006	Date 6/13/2006

Susan Whoe

PremierGervicesDescriptionvo.4(10011011)@724(US)(Eliglish)(Aug05)

St. CT. C

City Clerk

Page 1 of 6

1. OVERVIEW. This Services Description describes the various types of services that may be obtained (the "Services"). In addition, it sets forth the parties' respective responsibilities, prerequisites and assumptions that underlie the provision of the Services, applicable fees, and additional terms and conditions. The Services focus on the following key areas:

Support Account Management from an assigned Microsoft resource ("Services Resource") helps to build and maintain relationships with Your management and service delivery staff and helps You arrange each element of the Premier Support to meet Your business requirements.

Workshops help You to prevent problems, increase system availability and assist with creating products and solutions based on Microsoft technologies.

Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problem is caused by Microsoft products.

Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Service as well as requests for consultative assistance for design, development and deployment issues.

Information Services provide Your staff with the latest knowledge on Microsoft technologies to enhance Your in-house support capabilities.

- 2. AVAILABLE SERVICES. You may utilize any combination of the following Services. Unless We specify otherwise, the Services are charged on an hourly basis and will be deducted from the total number of hours You have purchased as set forth in the attached Fee and Named Contacts Schedule(s).
- 2.1 Support Account Management. Support Account Management services are intended to help coordinate the support and services relationship. The Services Resource is Your advocate within Microsoft and facilitates a team that can provide Workshops, Problem Resolution Support, and Support Assistance. The Services Resource also serves as the point of information delivery and provides Your feedback regarding the Services to other Microsoft groups. The Services Resource can also provide the following services which will not be deducted from the pre-paid hours listed in the Fee and Named Contacts Schedule(s):
 - a. Planning and Resource Facilitation. At the commencement of this Service Description, an orientation and planning session can be conducted with Your management and staff via teleconference or onsite if an onsite visit has been purchased. The purpose of this meeting is to discuss the Services available, gather input regarding Your support needs, and jointly plan Your use of the Services.
 - b. Status Mestinus and Reporting. A standard status report can be prepared on a regular basis, to summarize the Services delivered during the previous reporting period. Status meetings will be conducted to discuss Service activities, monitor Your satisfaction levels, and discuss actions or adjustments that may be required. Customized reporting can be provided at Your request and any additional related labor will be deducted from Your Support Assistance hours.
 - c. <u>Escalation Management</u>. Support issues that require escalation to other resources within Microsoft can be closely managed by the Services Resource to expedite resolution.
- 2.2 Workshops and Events. The goal of Workshops and Events is to provide You proactive technical information to assist in the design, development or deployment of Microsoft technologies. Additional benefits may include instruction to help reduce the number and minimize the impact of problems related to Microsoft Products that You experience. Workshops and Events can include the following:
 - Workshops. We can conduct instructor-led training sessions that emphasize Microsoft technologies at Your facility or on location at Microsoft. If You elect to have a Workshop conducted at Your facility, We will provide You with specifications for configuring Your environment prior to the delivery of the Workshops. Workshops are individually accepted and priced depending upon the length, delivery location and material presented. Your Services Resource can provide You with a current list of available Workshops.
 - b. Events. We can provide broad and deep technical development-focused presentations, combined with handson labs that provide training and facilitate Your implementations of Microsoft technologies. These Events provide the opportunity to interact with Microsoft product groups, Premier support development resources and marketing contacts. Your Services Resource can provide You with notification of scheduled Events.
- 2.3 Problem Resolution Support. Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problems are

caused by Microsoft products. Problem Resolution Support is available 24 hours a day, 7 days a week. Requests for support may be submitted via telephone or electronically through the Premier online website by Your designated contacts, except for Severity 1 and A which must be submitted via telephone as set forth below in Section 2.3(a). Problem Resolution Support can include any combination of the following:

- a. Problem Request (Break-Fix). An assisted break-fix support request, also known as an incident, is defined as a single support issue and the reasonable effort needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate issues. If a problem consists of subordinate issues, each shall be considered a separate incident. Incidents requiring an onsite visit will be charged on an hourly basis and will include charges for reasonable travel and living expenses. In certain situations, We may provide You with a modification to the commercially available Microsoft product software code to address specific critical problems ("Hotfix(ea)") in response to an assisted break-fix support request. Hotfixes are designed to address Your specific problems and are not regression tested. Except as otherwise provided herein or in an Exhibit, Hotfixes may not be distributed to unaffiliated third parties without Our express written consent.
 - Hours-based Incidents are charged on an hourly basis and include the commercially reasonable amount of hours of Services necessary to troubleshoot and help resolve the support Issue. Hours-based incidents are deducted from the pre-paid hours set forth in the attached Fee and Named Contacts Schedule(s) or charged to You in arrears if all pre-paid hours have been exhausted.

Problem resolution support is charged on an hourly basis and includes the commercially reasonable amount of hours of Services necessary to troubleshoot and help resolve the support issue. Hours-based incidents are deducted from the pre-paid hours set forth in the attached Fee and Named Contacts Schedule(s) or charged to You in arrears if all pre-paid hours have been exhausted.

You are responsible for setting the initial severity level in consultation with Us and You can request a change in saverity level at any time. The incident saverity will determine the response levels within Microsoft and estimated response times and Your responsibilities are defined in the following table:

. Severity	Situation	Our Expected Response	Your Expected Response
1 Submission via phone only	Catastrophic business impact: Complete loss of a core (mission critical) business process and work cannot reasonably continue Needs immediate attention	The call response in 1 hour or less Up Resources at Your site as soon as possible. Continuous effort on a 24x7 basis Rapid Escalation within Microsoft to Product teams Notification of Our Senior Executives	Notification of Your Senior executives Allocation of appropriate resources to austain continuous effort on a 24x7 hasis Rapid access and response from change control authority
A Submission via phone only	Critical business impact: Significant loss or degradation of services Needs attention within thour	1st call response in 1 hour or less Our Resources at Your site as required. Continuous effort on a 24x7 basis Notification of Our Senior Managers	Aflocation of appropriate resources to sustain continuous effort on a 24x7 basis Rapid access and response from change control authority Management notification
B Submission Via phone or web	Moderate business impact: Moderate loss or degradation of services but work can reasonably continue in an impaired manner. Needs attention within 2 Business Hours	1s call response in 2 hours or less Effort during Business Hours' only	Allocation of appropriate resources to sustain Business Hours¹ continuous effort Access and response from change control authority within 4 Businese Hours¹
C Submission via phone or web	Minimum business impact: Substantially functioning with minor or no impediments of services. Needs attention within 4 Business Hours	1 st call response in 4 hours or less Effort during Business Hours ¹ only	Accurate contact information on case owner Responsive within 24 hours.

Business Hours are defined as 6AM to 8PM Pacific Time, Monday through Friday excluding holidays.

We may need to downgrade the severity level if You are not able to provide adequate resources or responses to enable Us to continue with problem resolution efforts.

You may be required to perform problem determination and resolution activities as requested by Us. Problem determination and resolution activities may include performing network traces, cepturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

You are responsible for implementing the procedures necessary to safeguard the integrity and security of Your software and data from unauthorized access and to reconstruct lost or altered files resulting from catastrophic failures.

- b. Rapid Onsite Support Sarvices. You can request on-site support as an additional billable service. Our ability to provide onsite support is subject to Our resource availability, and the tasks performed will vary depending on the situation, environment, and business impact of the issue.
- 2.4 Support Assistance. Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Support as well as requests for consultative assistance for design, development and deployment issues. Your Services Resource will work with You to determine Your specific Support Assistance needs.

The following are types of Support Assistance that can be utilized under this Services Description:

 infrastructure Support Assistance. Infrastructure Support Assistance includes informal advice, guidance and knowledge transfer intended to help You implement Microsoft technologies in ways that avoid common support issues and decrease the likelihood of system outages.

These services also help You to resolve problems that are not attributed to Microsoft Products including:

- Errors caused by Your networking infrastructure, hardware, non-Microsoft software, operational procedures, architecture, IT service management process, system configuration or human error.
- Multi-vendor coordination interoperability problems. Upon Your request, We will collaborate with third-party software suppliers to help resolve complex multi-vendor product interoperability issues.
- b. Reviews. A review is an assessment of a specific system, application or architecture to address design, development, deployment, and supportability issues for current or planned implementations of Microsoft technologies. Each review is individually scoped and estimated prior to scheduling resources, and a written report is produced to document findings and recommendations. All requests for reviews and the applicable data must be submitted to Us no later than 60 days prior to expiration date of the applicable Fee and Named Contacts Schedule(s).
- Development Support Assistance. Development Support Assistance helps You in Your creation and development of internal applications on the Microsoft platform that integrate Microsoft technologies. Development Support Assistance specializes in Microsoft development tools and technologies.
- d. <u>Lab Access</u>. Microsoft can provide You with access to a lab facility to assist You with product development, benchmarking and testing, prototyping and migration activities on Microsoft products. These facilities must be scheduled in advance and are subject to availability.
- 2.5 Information Services. Information Services provide You with technical information about Microsoft products and support tools that help You to implement and operate Microsoft products in a more efficient and effective manner. Information Services can include any combination of the following:
 - a. <u>Premier online website</u>. The Premier online website provides access to the following information resources at no additional charge:
 - Regularly updated product news flashes documenting key support and operational information about Microsoft products.
 - Critical problem alerts notifying You of potentially high-impact problems.
 - Web response tool for submitting and checking the status of support incidents.
 - Microsoft KnowledgeBase of technical articles and troubleshooting tools and guides.
 - b. <u>Support Webcasts</u>. Support webcasts are regularly scheduled webcast discussions led by Our program managers, developers and professionals covering key areas of Microsoft technology. These are provided at no additional charge and require high speed internet access to participate.

Optional information Services where additional fees apply:

Ontional Microsoft TechNet Plus CD or DVD. Single server license of TechNet Plus provides an
information resource that includes technical documentation, resource kits, the most recent service packs,
and updated drivers and patches.

- Ontional Microsoft Developer Natwork (MSDN) CD or DVD. Universal Edition, single user license of MSDN provides access to an extensive collection of programming information, development toolkits, and sample code library.
- 2.6 Additional Services. You may request changes or additions to this Services Description at any time. Additional Services that are available for purchase, and the specific terms and conditions applicable to those Services, may be set forth in this Services Description, an attached Exhibit and/or Fee and Named Contacts Schedule(s). Additional Services will be involced at the prevailing price at the time the Services are rendered or upon acceptance of an Exhibit and/or Fee and Named Contacts Schedule(s) referencing this Services Description. If you purchase additional Problem Resolution Support hours or convert Software Assurance hours to Problem Resolution Support hours, you may also be required to purchase additional Services Management hours. Prior to delivering additional Services, We must be in receipt of a purchase order, check or other acceptable form of payment.
- 3. PREREQUISITES AND ASSUMPTIONS. Our delivery of Services under this Services Description is based upon the following Prerequisites and Assumptions:
 - a. All Services will be provided remotely to Your locations in the United States unless otherwise set forth in an Exhibit to this Services Description. Where chaite visits are mutually agreed and not pre-paid, You will be billed for reasonable travel and living expenses.
 - All Services will be provided in the English language unless otherwise agreed to by You and Us in writing or in an Exhibit to this Services Description.
 - c. We will provide support for all United States varsions of commercially released generally available Microsoft products unless otherwise set forth in an Exhibit to this Services Description or specifically excluded on the Premier online website. Support for those Microsoft products that have entered the Extended Support Phase, as defined on the Premier online website, will be charged on an hourly basis only. Non-security related Hotfix support is not available for Microsoft products that have entered the Extended Phase of support unless You have purchased such support in an Exhibit to this Services Description.
 - d. Support for pre-release products is not provided except as otherwise provided in an attached Exhibit.
 - All Services, including any additional Services purchased during the term of a Fee and Named Contacts Schedule(s) shall be forfeited if not utilized during the term of the applicable Fee and Named Contacts Schedule(s).
 - Support Assistance is dependent upon the availability of resources.
 - g. We can access Your system via remote dial-in to analyze problems at Your request. Our personnel will access only those systems authorized by You. We may provide You with software to assist with problem diagnosis and/or resolution. Such software is Microsoft's property and must be returned to Us promptly upon request. In order to utilize remote dial-in assistance, You must provide Us with the appropriate access and necessary equipment.
 - h. You must have access to the internet in order to take advantage of Internet-based services.
 - Additional Prerequisites and Assumption may be set forth in relevant Exhibits.
- 4. YOUR RESPONSIBILITIES. This section sets forth Your performance obligations under this Services Description. Our performance is predicated upon You fulfilling the following responsibilities in addition to those set forth in Section 2.3 and any applicable Exhibits. Failure to comply with the following responsibilities may result in delays of Service.
 - a. You can designate named contacts as set forth in the attached Fee and Named Contacts Schedule(s), one of which will be the Customer Support Manager ("CSM") for support related activities. The CSM is responsible for leading Your team and will manage all of Your support activities, and Internal processes for submitting support requests to Us. Each contact will be supplied with an individual account number for access to the Premier online website, support issue submission and access to Your Services Resource. In addition to the named contacts, You may also identify two types of group contacts as follows:
 - One type will receive a shared account ID that provides access to the Premier online website for information content and the ability to submit support requests through the Premier online website or by telephone.
 - One type will receive a shared account ID that provides access to the Premier online website for information content only.

- b. You agree to work with Us to plan for the utilization of Services based upon the service level You purchased.
- You agree to provide an internal escalation process to facilitate communication between Your management and Us as appropriate.
- d. You agree to respond to customer satisfaction surveys We may provide to You from time-to-time regarding the Services.
- e. You agree to provide reasonable office space, telephone and high speed internet access, and access to Your internal systems and diagnostic tools to Our Services Resources that are required to be on-site.
- f. You are responsible for any travel and expenses incurred by Your employees or contractors.
- 5. Attachments: The following Schedule(s) and Exhibits are attached at the execution of this Services Description:
 - Microsoft Premier Support Services Description Schedule: Fee and Named Contacts Schedule

Microsoft Premier Support Services Description Schedule: Fee and Named Contacts

(Microsoft Affiliate to complete)
Premier Support
Services Description No.

 	alled Servers	Nikolatana graz	name to be

This Schedule is made pursuant to the Microsoft Premier Support Services Description Identified above (the "Services Description") by and between the customer or its affiliate ("You") as specified on the Services Description and the Microsoft affiliate ("We," "Us," or "Our") as specified on the Services Description. The terms of the Agreement, the Services Description, and applicable Exhibits are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description.

This Schedule will commence on _____and will expire on _____(the "expiration date").

 PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule.

Description of Services

- Up to 120 hours Support Account Management
- Up to 40 hours Support Assistance Support
- Up to 120 hours for Problem Resolution Support
- 1 Onsite Resource Visits (Up to 2 days each)
- Unlimited User Access to Premier Online Website

Total Contract Value: \$54,640

Microsoft Investment: <\$20,000>

Total Due From Customer: \$34,640

2. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Service Description:

Microsoft Contact Name:
Address:
Microsoft Corporation
(Attn: Margaret Gardiner)
One Microsoft SAMM D/4452
Redmond, WA 98052
Phone: (425) 704-4864
Email: margardi@microsoft.com
Facsimile: (425) 708-0417

3. CUSTOMER NAMED CONTACTS

a. Premier	Customer	Named Contacts:
C8M Name	9;	
Address:		
THE PARTY OF THE P	-	
Phone: (1	
Emall:		
Faceimile:	()	

☐ Check here for MSDN or TechNet recipient if Included ☐ Check here for DVD format ☐ Check here for CD format (default if neither are checked) CSM Name: Address:	U Check here for MSDN or TechNet recipient if included Check here for DVD format Check here for CD format (default if neither are checked) Named Contact Name: Address:
Phone: () Email: Facsimile: ()	Phone: () Email: Facalmile: ()
☐ Check here for MSDN or TechNet recipient if included ☐ Check here for DVD format ☐ Check here for CD format (default if neither are checked) Named Contact Name: Address:	☐ Check here for MSDN or TechNet reciplent if included ☐ Check here for DVD format ☐ Check here for CD format (default if neither are checked) Named Contact Name: Address:
Phone: () Email: Facsimile: ()	Phone: () Email: Facalmile: ()

Microsoft Master Services Agreement - State and Local

Microsoft Master Services Agreement Number Microsoft effillate to complete

40975613

This Microsoft Master Services Agreement is entered into between the following entities as of the effective date identified below. This agreement is comprised of this cover page and the attached terms and conditions, the terms of which are incorporated herein by this reference.

This agreement contains terms of the relationship between you and us. If you contract for services from us under this agreement, the specific terms of those transactions will be contained in this agreement and any statement of services incorporating this agreement.

If the first statement of service entered into under this agreement is given an effective date that is earlier than the effective date of this agreement, the effective date of this agreement will be that earlier date for the purposes of that statement of service.

By signing below, each party acknowledges that it has read and understood the terms of this agreement and agrees to be bound by these terms.

Customer	- Microsott Affiliate
Name of Customer (please print) CITY-OF RIVERSIDE	Name Microsoft Licensing, GP
Signature Prodl De	Signature
Name of person signing (please print) Bradley J. Hudson	Name of person signing (please print)
Title of person signing (please print)	Title of person signing (please print)
City Manager	Contract Administrator
Signature date June 9, 2006	Signature date (may be different than Effective Date) JUN 1 4 2006
	Effective Date (may be different than Signature Date) JUN 1 : 2006

Attest:

ty Clerk

APPROVED AS TO FORM CITY ATTORNEYS OFFICE

By Susan welson

Contact information. Each party will notify the other in writing if any of the information in the following table changes. The "indicates required fields. By providing contact information, you consent to its use for purposes of administering this agreement by us, our affiliates, and other parties that help us administer this agreement.

Customer			
Name of Customer * CITY OF RIVERSIDE		Contact Name *(This person receives note pursuant to Section 12 (Notices). STEVE RENEKER	des under this agreement
Street Address * 3900 MAIN STREET		Contact Email Address * SRENEKER@RIVERSIDECA.GOV	And the second s
City * RIVERSIDE	State/Province ** CA	Phone (951) 826-5109	Potential Control of the Control of
Country * USA .	Postal Code " 92522	Fax	
Microsoft			
Notices to Microsoft should be sent to [Min	crosoft affiliate to complete):	Copies should be sent to: Microsoft Lew and Corporate Affairs One Microsoft Way Redmond, WA 96052 Services Attomey (425) 936-7329 fax	USA

Definitions. In this agreement, a 'party" or 'parties" means you and/or us as the context requires. "You" means the entity that has entered into this agreement and may also refer, as the context requires, to your affiliates who enter into a statement of services under this agreement." "We", "us", or "our" means, the Microsoft entity that has entered into this agreement and may also refer, as the context requires, to our affiliates. In addition, the following definitions apply:

"affiliate" means (i) with regard to you, any government agency, department, office, instrumentality, division, unit or other entity of your state or local government that is supervised by or to part of you, or which supervises you or of which you are a part, or which is under common supervision with you, together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within your state's jurisdiction and geographic boundaries; provided that a state and its affiliates shall not, for purposes of this definition, be considered to be affiliates of the federal government and its affiliates; and (ii) with regard to us, any legal entity that we own, which owns us, or which is under common ownership with us. "Ownership" means more than 50% ownership.

"contractor(s)" means any third party supplier or other provider of computer technology or related services;

"developments" means any computer code or materials (other than products, fixes or pre-existing work) developed by us or in collaboration with you which is provided to you in the course of performance of a statement of services:

"fixes" means product fixes, modifications or enhancements or their derivatives that we either release generally, (such as commercial product service packs) or that we provide to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds);

"Joint ownership" means each party has the right to independently exercise any and all rights of ownership now known or here after created or recognized, including without limitation the rights to use, reproduce, modify and distribute the developments for any purpose, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties;

"open source license terms" means license terms that require computer code to be generally (I) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (fii) redistributable to third parties at no charge;

"pre-existing work" means computer code or materials (other than products and fixes) developed or otherwise obtained independently of the efforts of a party under a Statement of Services;

"product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whather licensed for a fee or no charge) and any derivatives of the foregoing we make evailable to you for license which is published by us, our affiliates, or a third party;

"service deliverables" means any computer code or materials, other than products or fixes, that we leave with you at the conclusion of our performance of services;

"services" means all support, consulting and other services or advice, including any resulting deliverables provided to you under the terms and conditions of this agreement;

"statement of services" means any work orders, services descriptions, or other statement of services referencing this agreement.

Services. The precise scope of the services will be specified in a statement of services. You or any of your affiliates may enter into statements of services under this agreement with our local affiliate. Our ability to deliver the services depends upon your full and timely cooperation, as well as the accuracy and completeness of any information you provide. This agreement does not obligate either party or its affiliates to enter into any statements of services.

- Ownership and license of service deliverables. 3.
 - a. Products and fixes. All products, related solutions and fixes provided under a statement of services will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. You are responsible for paying any licensing fees associated with products.
 - b. Pre-existing work. All pre-existing work will remain the sole property of the party providing the preexisting work. During the performance of services, each party grants to the other (and our contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services.

Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, we grant you a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) our pre-existing work in the form delivered to you as part of the service deliverables only for your internal business operations.

The perpetual license to our pre-existing work that we leave to you at the conclusion of our performance of the services is conditioned upon your compliance with the terms of this agreement and the applicable statement of services.

- c. Developments. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full we grant you joint ownership in the developments. You agree to exercise your rights for your internal business operations only and you will not resell or distribute the developments to any third party. Each party shall be the sole owner of any modifications that it makes based upon the developments.
- d. Affiliates rights and sublicensing to affiliates. Except as may be otherwise explicitly agreed to in a statement of services, you may sublicense the rights to the service deliverables granted hereunder to your affiliates, but you or your affiliates may not further sublicense these rights.

Any sublicensing of the service deliverables to your affiliates, if permitted, must be conslatent with the license terms in this agreement or in any statement of services.

- Open source license restrictions. Because certain third party software is subject to open source license terms, the license rights that each party has granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate. modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to open source license terms. Furthermore, each party warrants that it will not provide or give to the other party computer code that is governed by open source license terms.
- f. Reservation of Rights. All rights not expressly granted in this section are reserved.
- 4. Restrictions on use. You may not:
 - 8) Rent, lease, land, host or otherwise distribute service deliverables or fixes, except as otherwise provided in a statement of services; or
 - Reverse engineer, de-compile or disassemble fixes or service deliverables, except to the b) extent expressly permitted by applicable law despite this limitation

Fixes and service deliverables licensed under this agreement are subject to U.S. export jurisdiction. You must comply with all domestic and international export laws and regulations that apply to the products, fixes and service deliverables. Such laws include restrictions on destinations, end-users, and end-use. For additional information, see http://microsoft.com/exporting.

Supportability. We may add support for new products or discontinue support for existing products 5. from time-to-time. If we discontinue support for a product, we will inform you six months in advance of the discontinuation by posting the information at http://support.microsoft.com or any successor site. If we sell a product to another company, we will give you notice of the sale and at the time of such notice will either (i) arrange for the other company to continue the support; or (ii) continue support ourselves for 90 days to give you time to make alternative arrangements.

There may be cases where your implementation of our products cannot be effectively supported. As part of providing the support services, we will notify you if we reach that conclusion. If you do not modify the implementation to make it effectively supportable within 30 calendar days after the notice, we will not be obligated to provide additional support services for that implementation, however we will continue to provide support for your other supportable implementations covered by the statement of services.

For statements of services for support, we will use commercially reasonable efforts to provide the support services for those products covered in the statement of services, provided they are validity licensed by you.

- 6. Fees. You agree to pay us (or our designees) the fees described in each statement of services. The fees do not include fees for products. Unless otherwise stated in a statement of services, (i) you agree to pay within 30 calendar days of the date of our involce; and (ii) we will not change our hourly rates identified in a statement of services during its term, but we may adjust our hourly rates prior to entering any new or amended statement of services. Our fees exclude any taxes, duties, tariffs, levies or other governmental charges or expenses (including, without limitation, any value added taxes), which will be billed to and paid by you. We are responsible for taxes based upon our personal property ownership and net income. We may, at our option, assess a finance charge of the lesser of 18% per annum, accrued, calculated and payable monthly or the highest amount allowed by law on all past due amounts. We will have no obligation to continue to provide services if you fall to make timely payment.
- 7. Confidentiality. Subject to the requirements of your public records and trade secret laws (if any);
 - Confidential Information. Confidential information means information marked or otherwise a. identified in writing by a party as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. It includes, but is not limited to, non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of this agreement and any statement of services.

Confidential information does not include information which: (i) the recipient developed independently; (ii) the recipient knew before receiving it from the other party; or (iii) is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality.

b. Use of confidential information. For a period of five years after initial disclosure, neither party will use the other's confidential information without the other's written consent except in furtherance of this business relationship or as expressly permitted by this agreement or disclose the other's confidential information except (i) to obtain advice from legal or financial consultants, or (ii) if compelled by law, in which case the party compelled to make the disclosure will use its best efforts to give the other party notice of the requirement so that the disclosure can be contested.

Each party will take reasonable precautions to safeguard the other's confidential information. Such precautions will be at least as great as those each party takes to protect its own confidential information. Each party will disclose the other's confidential information to its employees, consultants or contractors only on a need-to-know basis, provided that such employees, consultants or contractors are subject to confidentiality obligations no less restrictive than those contained herein. When confidential information is no longer necessary to perform any obligation under any statement of services, each of us will return it to the other party or destroy it at the other's request.

Either party may provide suggestions, comments or other feedback to the other with respect to the other's products and services. Feedback is voluntary and the party receiving feedback may use it for any purpose without obligation of any kind except that the party receiving feedback will not disclose the source of feedback without the consent of the party providing it.

- Cooperation in the event of disclosure. Each party will immediately notify the other upon Ċ. discovery of any unauthorized use or disclosure of the other party's confidential information and will cooperate in any reasonable way to help the other regain possession of the confidential information and prevent further unauthorized use or disclosure.
- Knowledge base. We may use any technical information we derive from providing services ď. related to our products for problem resolution, troubleshooting, product functionality enhancements and fixes, for our knowledge base. We agree not to identify you or disclose any of your confidential information in any item in the knowledge base.

8. Warranties.

- a. Services. We warrant that all services will be performed with professional care and skill.
- b. No other warranties. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT (INCLUDING ANY STATEMENT OF SERVICES THAT INCORPORATES THESE TERMS), INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS, FIXES, SERVICE DELIVERABLES, RELATED MATERIALS AND SERVICES. WE WILL NOT BE LIABLE FOR ANY SERVICE(S) OR PRODUCT(S) PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY US UNLESS SUCH THIRD PARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER OUR WRITTEN AGREEMENT BETWEEN YOU AND US, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT
- Defense of Infringement and misappropriation claim. We will defend you against any claims made by an unaffillated third party that any service deliverable infringes its patent, copyright, or trademark or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent).

You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance in defending the claim, and we will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance. The terms "misappropriation" and "trade secret" are used as defined in the Uniform Trade Secrets Act.

Our obligations will not apply to the extent that any claim or adverse final judgment is based on (i) computer code or materials (e.g. specifications) you provide; (ii) your use of a fix or service deliverables after we notify you to discontinue use due to such a claim; (ili) your combining a fix or service deliverables with a non-Microsoft product, data or business process; (iv) damages attributable to the value of the use of a non-Microsoft product, data or business process, (v) an alteration of fixes or service deliverables by someone other than us or our contractors; (vi) your distribution of the fix or services deliverables to, or its use for the benefit of, any third party other than permitted by an applicable statement of services; (vii) your use of our trademark(s) without express written consent to do so; or (vill) any trade secret claim that is a result of your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than us or our affiliates) who owed to the party assenting the claim a duty to

If we receive information concerning an infringement claim related to a fix or service deliverables, we may, at our expense and without obligation to do so, either (i) procure for you the right to continue to use the allegedly infringing fix or service deliverables as permitted by the applicable statement of services; or (ii) modify the fix or service deliverables or replace it with a non-infringing functional equivalent, to make it non-infringing, in which case you will stop using the allegedly infringing fix or service deliverables immediately. If as a result of an Infringement claim, your use of a fix or service deliverables is enjoined by a court of competent jurisdiction, we will, at our option, either i) procure the right to continue its use; ii) modify it to make it non-infringing; iii) replace it with a non-infringing functional equivalent; or iv) refund the amount paid for the infringing fix or service deliverables and terminate the license for (or as applicable, your ownership rights in) the infringing fix or service deliverable.

If any other type of third party claim is brought against you regarding our intellectual property, you must notify us promptly in writing. We may, at our option, choose to treat these claims as being covered by this Section 9. This Section 9 provides your exclusive remedy for third party infringement and trade secret misappropriation claims.

10. Limitations of liability.

- Limitation on Direct Damages. There may be situations in which you have a right to claim damages or payment from us. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claims, our total liability (and that of our contractors) will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you have paid under the applicable statement of services for the services giving rise to the claims. In the event services or any service deliverables are provided to you on a gratultous or no-charge basis, our total liability to you will not exceed US\$5000. The limitations contained in this paragraph will not apply with respect to the following:
 - (i) our obligations under Section 9:
 - (ii) our liability for damages for gross negligence or willful misconduct, to the extent caused by us or our contractors and awarded by a court of final adjudication; and
 - (iii) our abligations under Section 6.
- b. NO LIABILITY FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR THEIR AFFILIATES, SUPPLIERS OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), ARISING IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF SERVICES, SERVICES, SERVICE DELIVERABLES, FIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATION, REDISTRIBUTION OR OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- G. Application. Except as specified expressly in this Section 10, the limitations on and exclusions of liability for damages in this agreement apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

11. Term and termination. This agreement will remain in effect until terminated. The parties signing the cover page of this agreement may terminate it at any time by giving the other party at least 60 calendar days prior written notice.

Either party signing the cover page may terminate this agreement if the other party is in material breach or default of any obligation that is not cured within 30 calendar days notice of such breach.

The sole effect of terminating this agreement will be to terminate the ability of either party to enter into subsequent statements of services that incorporate the terms of this agreement. Termination of this agreement will not, by itself, result in the termination of any statements of services previously entered into (or extensions of the same) that incorporate the terms of this agreement, and the terms of this agreement will continue in effect for purposes of such statements of services unless and until the statement of services itself is terminated or expires.

The term of any statement of services will be set forth in an applicable statement of services. In addition, unless otherwise provided in a statement of services, your affiliate that signed the statement of services may terminate it for any reason by giving our affiliate that signed the statement of services 30 calendar days prior written notice. Either party signing a statement of services may terminate it if the other party is (i) in material breach or default of any obligation that is not cured within 30 calendar days notice of such breach or (ii) fails to pay any invoice that is more than 60 calendar days outstanding. You agree to pay all fees for services performed and expenses incurred prior to termination and any additional amounts that may be specified in a statement of services.

- 12. Notices. All notices, authorizations, and requests given or made in connection with this agreement must be sent by post, express courier, facsimile or email to the addresses indicated on the cover page of this agreement or on an applicable statement of services, if different. Notices will be deemed delivered on the date shown on the postal return receipt or on the courier, or facsimile or email confirmation of delivery.
- 13. Insurance. We will procure and maintain the following insurance coverage, at all times when performing services on your premises under this agreement, via either commercial insurance, self-insurance, a combination of the two or any other similar risk financing alternative:
 - a) Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. \$2,000,000 each occurrence:
 - b) Workers' Compensation (or maintenance of a legally permitted and governmentally-approved program of self-insurance) covering Microsoft employees pursuant to applicable state workers' compensation laws for work-related injuries suffered by our employees;
 - c) Employer's Liability with limits of not less than U.S. \$1,000,000 per accident;
 - d) Professional Liability/Errors & Omissions Liability covering damages arising out of negligent acts, errors, or omissions committed by us or our employees in the performance of services, with a limit of liability of not less than U.S. \$2,000,000 per claim; and
 - e) Automobile Liability (if vehicles are brought on your premises or used in the performance of the services) with \$2,000,000 combined single limit per occurrence, for bodily injury and property damage combined covering owned, non-owned and hired vehicles.

We will provide you with evidence of coverage on request.

14. Miscellaneous.

- a. Assignment and right to subcontract. Neither party may assign this agreement or any statement of services without the written consent of the other. We may use contractors to perform services and we will be responsible for their performance subject to the terms of this agreement.
- b. Independent contractor. We provide our services as an independent contractor, and will be responsible for any and all social security, unemployment, workers compensation and other withholding taxes for all of our employees. You and we are free to develop products

independently without the use of the other's confidential information. Neither you nor we are obligated to restrict the future work assignments of people who have had access to confidential information. In addition, you, we and these people are free to use the information that these people remember related to information technology, including ideas, concepts, know-how or techniques, so long as confidential information of the other party is not disclosed in violation of this agreement in the course of such use. This use shall not grant either party any rights under the other's copyrights or patents and does not require payment of royalties or separate license.

- C. Applicable law; dispute resolution. This agreement together with the applicable statement of services will be governed by the laws of your state, without giving effect to its conflict of law provisions. Disputes relating to this agreement will be subject to applicable mandatory dispute resolution statutes and regulations of your state.
- d. Entire agreement. This agreement and the statements of services constitute the parties' entire agreement concerning the subject matter hereof, and supersede any other prior and contemporaneous communications. The terms of these documents will control in the following order: (i) this egreement; and (ii) any statement of services. Any terms and conditions maintained by you or your affiliates or contained in any purchase order, other than those mandatory terms required by law, will not apply. The parties signing the cover page of this agreement may amend this agreement only in writing when signed by both parties. The parties signing a statement of services may amend the statement of services only in writing when signed by both parties.
- 53 The sections regarding ownership and license, restrictions on use, fees, Survival. confidentiality, no other warranties, defense of infringement and misappropriation claims, limitations of liability, term and termination, notices, and miscellaneous of this agreement will survive any termination or expiration of this agreement or any statement of services. Additionally, as provided in Section 11 above, if this agreement is terminated all its terms shall survive termination for purposes of any remaining statement of services in existence at the time this agreement is terminated.
- Ť, Severability. If a court holds any provision of this agreement or a statement of services to be itlegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend the agreement or statement of services to give effect to the atricken clause to the maximum extent possible.
- Walver. No waiver of any breach of this agreement or statement of services will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.
- Force majeure. To the extent that either party's performance is prevented or delayed, either h. totally or in part, for reasons beyond that party's control, then that party will not be liable, so long as it resumes performance as soon as practicable after the reason preventing or delaying performance no longer exists.
- I. Counterparts. This agreement and any statements of services may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages (and the parties will follow such delivery by prompt delivery of originals of such pages)
- Cost or pricing data. We will not, under any circumstances, accept any statement of services that would require the submission of cost or pricing date.
- Non-exclusivity. This agreement (including any statement of services incorporating these k. terms) is non-exclusive. Nothing contained in it requires you to license, use or promote

Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

Microsoft Premier Support Services Description Schedule: Fee and Named Contacts:

(Microsoft Affiliate to complete)

Premier Support Services Description Number
(Microsoft Affiliate to complete)
Schedule Number

001201410 REN_001422973

Customer Name: City of Riverside

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description.

By signing below the parties acknowledge and agree to be bound to the terms of the Agreement and this Services

escription.		
Customer	Microsoft Affiliate	
Name of Customer (please print) City of Riverside	Name Microsoft Corporation	
Signator	Signature C5F4FFFE6A2E45D David T. Gallagher DocuSigned By: David T. Gallagher	
Name of person signing (please print) Al Zelinka	DocuSigned By: David T. Gallagher Name of person signing (please print) David T. Gallagher	
Title of person signing (please print)	Title of person signing (please print) Director of Contracts	
Assistant City Manager Date	Date 6/16/2015	
July 29, 2015		

Term

This Schedule will commence on <u>06/15/2015</u> (the "Commencement Date") and will expire on <u>06/14/2016</u> (the "Expiration Date").

1. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary

	Price (US\$)
Country: United States	\$80,150
Total	\$80,150

b. Services by Support Location

Country : United States (Premier Standard 0)

- Support Account Management Included
- Up to 150 hours for Support Assistance*
- Up to 50 hours for Problem Resolution Support
- Twelve (12) Onsite Services Resource Site Visit
- Unlimited User Access to Premier Online Website

APPROVED AS TO FORM

Page 1 of 2

lest: City Clerk

* All registration requirements for Workshops and Events must be completed by You no later than 60 days prior to the expiration date of this Fee and Named Contacts Schedule(s).

Both Customer and Microsoft understand that there may be travel requirements for performing services under this Services Description. For any travel expenses that may arise in connection with this SD, Customer agrees that any travel and other expenses incurred by Microsoft may be decremented from the Support Assistance hours.

2. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name: Staci Supulski	
Address: Microsoft Corporation Attn: Staci Supulski	
Phone: 512-497-7316	
Email: v-stas@microsoft.com	
Fax: 425-708-7863	and the same

3. CUSTOMER NAMED CONTACTS

a. Premier Customer Named Contacts: Any subsequent changes to the Named Contacts should be submitted to the Services Resource CSM.

CSM Name: Alan Lee	Named Contact Name:
Address: 3900 Main Street, BasementRiverside, CA 92522	Address:
Phone: (951) 826-5618	Phone: ()
Email: alee@riversideca.gov	Email:
Facsimile: ()	Facsimile: ()