

PROFESSIONAL CONSULTANT SERVICES AGREEMENT (TECHNOLOGY SERVICES)

PLANIT GEO, INC.

Urban Forestry and Maintenance Tracking Software Program
(RFP No. 2432)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, _____ ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and PLANIT GEO, INC., a Colorado corporation authorized to do business in California ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Urban Forestry and Maintenance Tracking Software Program (RFP No. 2432) ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until March 1, 2029, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed One Hundred Fifty-Nine Thousand Two Hundred Fifty Dollars (\$159,250.00), payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Public Works Department
City of Riverside
Attn: Public Works Director
3900 Main Street
Riverside, CA 92522

To Consultant

Planit Geo, Inc.
Attn: Russell Clark
P. O. Box 1334
Wheat Ridge, CO 80034

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at

www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and

penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's

liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or

loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

12.6 Technology Professional Liability. Prior to City's execution of this Agreement, Consultant shall obtain and maintain during the term of this Agreement technology errors and omissions professional liability insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate, to protect the City from claims resulting from the Consultant's professional services as described specifically herein. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

12.7. Cyber Liability Insurance. Prior to City's execution of this Agreement, Consultant shall obtain and maintain during the term of this Agreement cyber liability insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

13. Business Tax. Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. Time of Essence. Time is of the essence for each and every provision of this Agreement.

15. City's Right to Employ Other Consultants. City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement

without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement;

25.2.2 City decides to abandon or postpone the Project; or

25.2.3 City may terminate this Agreement without penalty, expense, liability, or compensation of any kind, if funds are not appropriated for the subject of the

Agreement due to budgetary constraints. The City will provide the Consultant thirty (30) days' written notice when funds are not appropriated for the Agreement, and the Agreement will terminate at the expiration of the thirty (30) days' notice period.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit “A” - Scope of Services
Exhibit “B” - Compensation
Exhibit “C” - Key Personnel

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

By: _____
City Manager

ATTESTED TO:

By: _____
City Clerk

CERTIFIED AS TO AVAILABILITY OF
FUNDS:

By: Sergio Aguilar
Chief Financial Officer

APPROVED AS TO FORM:

By: Anthony Beaumon
Senior Deputy City Attorney

PLANIT GEO, INC.,
a Colorado corporation authorized to do
business in California

By: Stephen C Bay
Print Name: Stephen C Bay
Title: President & COO
(Signature of Board Chair, President, or
Vice President)

and

By: Ian Hanou
Print Name: Ian Hanou
Title: CEO & Founder
(Signature of Secretary, Assistant Secretary,
CFO, Treasurer, or Assistant Treasurer)

EXHIBIT “A”

SCOPE OF SERVICES

FUNDING AND COMMUNITY ENGAGEMENT

The City of Riverside was awarded an Inflation Reduction Act Urban and Community Forestry Program Community and Forestry Resiliency Grant that will be used to establish Cloud-Hosted Tree Inventory and Maintenance Tracking Software Program (hereafter referred to as “Software Program”) to support data-driven decision-making. The Performance Period of this Grant ends March 1, 2029. The funding Agency requires educational outreach and community engagement in the development and implementation of the Project. The selected Company will assist in the planning of community engagement meetings and will attend up to 7 in-person community meetings.

SOFTWARE SOLUTION

The selected vendor will provide a Software Program that is accessible by modern browsers including Google Chrome, Microsoft Edge, and Apple Safari. The Software Program shall provide inventory data management, work history tracking and analysis, maintenance and planting cost analysis, and a mapping component and visual representation of the inventory data. The Software Program would require Single-Sign-On (SSO) or hybrid service support for user management. The Software Program will be capable of supporting a tree inventory that has Geographic Information Systems (GIS) data associated with it, as well as supporting a Tree inventory that does not have GIS data associated with it.

The Software Program will be capable of providing interactive maps that integrate with the City’s public website, [Urban Forestry | Public Works](#), enabling communication with residents in new and better ways, customized with the City’s data and design, and using a familiar maps interface for ease of use for residents and staff. The Software Program will support and integrate with City’s Enterprise ESRI ArcGIS application that allows quick deployment of the tree inventory in full- featured GIS.

The Software Program should be specifically designed for ease of use, and consist of an administration center, query search features that supports any combination of available data fields, a calls module, a work order and work history module, and a reporting system that has ad-hoc and customizable reports that can be saved. The Software Program shall be sufficiently flexible to allow easy setup of custom data fields not found in the inventory. The Software Program shall allow customizing a data field and the ability to mass edit the date by Tree Trimming Management Area (grid). For example, it is desirable to log the date that preventative pruning has been completed for an entire grid or area and must define the next scheduled pruning cycle for a grid by adding the preferred cycle time to the last date routine pruning was completed for a grid. The Software Program will easily allow the changing of these data fields in order to change schedules from time to time to make up for unforeseen circumstances. The Software Program shall be capable of providing more than one customizable data field that can be mass edited without affecting the other data fields.

With available GIS data, a mapping window will be used to display and manage the geographically referenced tree inventory data, and to track tree work and maintenance history. On the primary

map page, points representing the individual trees contained within the inventory database will be displayed, along with various basemap layers. The map page must provide the user with the basic functions of GIS: zoom, pan, label, and identify. The data must be able to be manipulated directly on the map – add, delete, move, edit tree points. The Software Program must provide the user with a visual representation of the tree inventory.

A high-resolution Urban Tree Canopy (UTC) assessment is required in order to create baseline estimates of tree canopy, plantable space, and canopy goals. As part of the UTC assessment, canopy cover should be summarized Citywide and also by finer scale geographies such as neighborhood, land use or zoning type, and census block groups. This will enable the City to establish localized canopy goals, priority planting areas, and strategies. The UTC assessment will establish an accurate baseline assessment that will enable the City to monitor canopy goals, adjust priority planting areas, inform policy changes, and achieve an overall vision.

The Software Program shall be cloud-hosted and require no additional hardware.

The web interface should use standard browser ports and be managed using an SSL encryption.

Tree attributes should be exportable for use in Excel and Access and the tree shapefile should be exportable for use in ArcView and other ESRI products now or in the future.

The Company will provide comprehensive training on use of all of the Software Program.

Master copy of the data belongs to the City and the City shall own all of the data. The City requires a complete feed of all data returned back to it monthly, so that the City can maintain a Master Repository of the data for its own internal use and analysis.

The Software Program must be accessible by the browser to the City and the City's Tree Maintenance Contractors. Mobile device support is required for field staff use.

The Software Program will provide access to real-time data so that City staff can monitor work and respond to resident inquiries timely.

The Software Program will provide the ability for City staff to write custom and ad hoc reports whenever needed, using data from the system.

Community engagement is required, and Company will be required to attend and engage in up to seven (7) community meetings as part of the Professional Services.

The Software Program shall be able to integrate with the City's GIS and 311 Service Request System.

The Company will be available until the end of the Contract date to provide support service to the City of Riverside ensuring project completion and ease of use.

Project timeline is for a 12-month target implementation.

EXHIBIT “B”
COMPENSATION

PRICING

EXHIBIT C PRICING SHEET

Software Fees: (Approximate users – 12)

Software License Fee	\$0.00
Software Subscription Fee	\$110,000 for first 4 years (Spring 2025-March 2029), paid lump sum (PlanIT Geo preferred format, however, city contracting limits may apply and in that case we can negotiate payment rates)
User License Fee	\$0.00
Grand Total	\$110,000

Professional Services Cost:

Attendance at up to 7 Community / Business Engagements	\$24,250
One-time, initial data migration	\$3,000
Training Expense – Onsite	\$5,000
Training Expense – Virtual	\$5,000
Travel Expenses/Per Diem	\$0.00 (included with onsite training expense)
Implementation Services	\$10,000
Subsequent Support (Go-Live Support)	\$2,000
Other (please specify)	\$0.00
Subtotal	\$49,250
Applicable Tax	\$0.00

Grand Total	\$49,250, invoiced individually for expensed item through March 2029
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Subsequent Support including Licensing (please provide breakdown of licensing vs support)

Licensing, Support and Maintenance – Year 2	\$0.00 Licensing/Software Support - included Maintenance - included
Licensing, Support and Maintenance – Year 3	\$0.00 Licensing/Software Support - included Maintenance - included
Licensing, Support and Maintenance – Year 4	\$0.00 Licensing/Software Support - included Maintenance - included
Licensing, Support and Maintenance – Year 5	\$28,325.00 Licensing/Software Support - included Maintenance - included Year 5 subscription cost starts after March 1, 2029

EXHIBIT “C”

KEY PERSONNEL

COMPANY PERSONNEL

PLANIT GEO RESUME



IAN TRUSLOVE

Chief Technology Officer



Ian leads the software development team in the implementation of PlanIT Geo's product and technology roadmap. He joined PlanIT Geo in 2021 to head the software and development teams with his wide-range of technological knowledge and experience. Since joining, he has made key contributions to the architecture of TreePlotter and the creation of TreePlotter JOBS, TreePlotter CANOPY, Community Engagement Map, and application security. In addition to managing our growing software and support teams, Ian develops standards, policies, and best practices in software development, engineering, Agile, integration strategies, and other aspects of enterprise SaaS development. Prior to joining PlanIT Geo, Ian worked as the Director of Engineering at a net-zero focused technology company. Other experience includes technology managing in healthcare, Senior Engineer at the National Snow and Ice Data Center, years in gaming technology development, and is a co-founder and principal of Cambium Consulting.

EDUCATION

Bachelor of Arts in Mechanical and Electronic Engineering
University of Cambridge, 2001

NOTABLE PROJECTS

Tree Plotter JOBS

Leads the ongoing development of the Tree Plotter JOBS platform, supporting client instances on a daily basis, continually working to enhance the platform and underlying technologies.

TreePlotter PARKS

Leads the ongoing development of the Tree Plotter PARKS platform, supporting client instances on a daily basis, continually working to enhance the platform and underlying technologies.

Onward Homes (UK)

Lead the creation of a custom and robust customized application and public portal. An extension of the TreePlotter PARKS application and Community Engagement Map. Cities or campuses can avoid unnecessary communication by directing people to their forestry web page and enter an address to see what trees, assets, work tasks, and inspections exist.

Community Engagement Map

Leads the customization, creation, integration and development of PlanIT Geo's Community Engagement Map, an extension of TreePlotter and included in the TreePlotter software suite. CEM is a public facing engagement map to bring stakeholder focus to local urban forestry programs.

PLANIT GEO RESUME



MAGGIE DELAUTER

Professional Services Manager

Maggie manages the TreePlotter software support, implementations, and solutions engineering teams. She joined PlanIT Geo as a TreePlotter Support Specialist in 2021 and now manages a team of Professional Services team members. In the process, she has contributed to the success of the Professional Services team and made key contributions to the architecture of TreePlotter. In addition to managing our growing Professional Services teams, Maggie develops standards and best practices in TreePlotter support, client engagement, application customization, software setup, and training. Maggie has extensive knowledge in GIS and software devices and has a long list of professional skills including database management, GIS tool development, remote sensing, Python, and SaaS platforms. Prior to joining PlanIT Geo, Maggie worked as a GIS Data Specialist at ARGIS Solutions.

EDUCATION

Bachelor of Science in Biology

State University of New York, New Paltz, 2012

Geospatial Information Systems

Denver University, 2020

NOTABLE PROJECTS

Website Creation and Customer Training:

Website Builder/Content Creator: Worked with the Sales and Marketing teams to overhaul the Tree Plotter, TreePlotter Support, and PlanIT Geo websites. Utilized Wordpress system to customize the overall aesthetic, utilization, and custom functionality of each site. Updated outdated support information and created new training materials and guides for our clients.

New Features Release:

QA/QC Technician: Evaluated new software features and modules in an effort to minimize bugs and improve functionality. Tested Work Order Management, Tree Tours, and Offline modules, as well as, and many other smaller Tree Plotter features. Collaborated with the Project Manager and Software Developers to execute testing in a timely and efficient process.

International Tree Plotter Applications:

Software QA/QC and Development Feedback: Developed and tested applications for use in tree inventories for clients across the globe. Helped customize Tree Plotter for use in: Canada, Australia, United Kingdom, Colombia, and more. Worked closely with these diverse clients on training, set up, and support.

PLANIT GEO RESUME



PETER ALDAG

Solutions Engineer

Peter has a background in both production arboriculture and urban forestry. Spending the first half of his career as a climber performing Tree Risk Assessments, structural pruning, and removal of senescent urban trees. Then moving on to the Ohio State University as an urban forester where he developed and implemented a comprehensive urban forest maintenance program focusing on long-term tree care, risk assessments, and construction management. After finishing graduate school, he took on a position at PlanIT Geo where he could fully leverage his background, strengths, and aspirations.

At PlanIT Geo, Peter is a Solutions Engineer managing enterprise accounts from sales through launch, developing innovative solutions to address customer challenges using PlanIT Geo's software and services.

EDUCATION

Bachelor of Natural Resources Management

Ohio State University, 2016

Masters of Plant Health Management

Ohio State University, 2020

CERTIFICATIONS

ISA Certified Arborist #OH-6681A

NOTABLE PROJECTS

San Diego County

A long-time TreePlotter client who was seeking a full parks asset management solution. Peter worked with the county to roll over the existing asset management program including Parks, Utilities, Buildings, and Amenities. Successfully migrated all county park operations into TreePlotter improving efficiency in the field and lowering barriers to adoption.

Portland OR

A new TreePlotter client was seeking to merge their five distinct inventories and three primary departments into one cohesive unit within TreePlotter. Peter has worked intimately with the Science & Outreach, Operations, and Permitting departments to understand their needs and define creative solutions within our product offerings.

PLANIT GEO RESUME



MORGAN GARNER

GIS Manager, PlanIT Geo



Morgan has a background in GIS analysis, geologic field mapping, hydrogeology, geochemistry, and natural resource management. She has experience extracting high-quality data from long-term research projects, applying spatial data to support environmental and resource management initiatives, and delivering prompt and high-quality technical reports. Morgan joined the Geospatial team in 2022 as a GIS Specialist but has more recently moved up to a GIS Urban Forestry Analyst to provide technical expertise to urban tree canopy assessments, overseeing quality assurance/quality control (QA/QC) of land cover data, and management of GIS data sets. Her passion is translating technical data into beautiful reports that makes urban forestry metrics accessible to all.

Prior to Plan-IT Geo, Morgan was a Research Associate at Clemson University, where she led the analytical team and directed diverse client-driven research projects by evaluating environmental data of raw materials. While in school, she interned with the Georgia Tree Council to share her knowledge and passion for urban tree care by promoting the health and diversity of the nation's urban canopy.

EDUCATION

Master of Science in Geosciences

Georgia State University, 2019

Bachelor of Science in Geosciences

Georgia State University, 2017

PROFESSIONAL CERTIFICATIONS

ArcGIS Pro Foundation 2101, Esri, 2022

RELEVANT PROJECTS

A Forecast Analysis of Possible Planting Scenarios in Garland Texas, 2023

Served as the lead GIS analyst to derive urban tree canopy, current possible planting area, and urban tree canopy change (2012-2020) metrics throughout Garland's 57 square mile municipality. She derived four unique potential planting scenarios that explored potential development trends, target canopy cover goals, and the amount of canopy required to achieve those targets (in both acres and number of trees planted). She recommended maintenance methodologies to ensure the optimal growth and establishment of trees during their initial three to five years post-planting. (Link report)

Fairfax, Virginia Tree Canopy Assessment, 2023

Morgan visualized urban forestry metrics by creating assessment maps at various geographic planning scales. She presented the City with an encompassing report that illuminated the distribution of urban tree canopy (UTC), potential planting areas (PPA), and UTC change over time. Additionally, Morgan evaluated the quality of Fairfax's canopy by interpreting inventory data of invasive species.

PLANIT GEO RESUME



HANNAH GREGORY

GIS & Natural Resources Specialist - Geospatial Services

Hannah has a background in analyzing and implementing geospatial urban forestry projects at the university, nonprofit, and municipal scale. Her expertise includes conducting tree inventories, performing urban tree canopy assessments, urban forest and arboricultural management planning, and oversight of various environmental and climate-related GIS projects. Hannah joined PlanIT Geo in September 2023.

At PlanIT Geo, Hannah supports the geospatial services team in conducting UTC and land cover assessments and delivering accurate reporting of the results. Before her role at PlanIT Geo, she worked as Indiana University's inaugural Tree Technician, managing the university's geospatial tree inventory and management initiative. Furthermore, she served as a GIS & Research Associate at IU's Environmental Resilience Institute and formerly held the position of Forestry Director at CanopyBloomington, a nonprofit based in Indiana.

EDUCATION

Bachelor of Science in Environmental Science (BSES),

Indiana University School of Public and Environmental Affairs | May 2019

PROFESSIONAL CERTIFICATIONS

Certified Arborist, International Society of Arboriculture, #IN-3691A

GEOSPATIAL PROJECT EXPERIENCE

Salisbury & Nashville, NC - Multiple City Tree Canopy Assessment Reporting (2023)

Visualized urban forestry metrics by creating assessment maps at various geographic planning scales. Assisted in quantifying the environmental benefits of the assessed trees by calculating air quality, stormwater, run-off mitigated, and carbon stored. Presented each city with an assessment report that detailed the distribution of urban tree canopy (UTC), potential planting areas (PPA), and UTC change over time for each target geography type.

Charlotte, NC - UTC Assessment Storymap (2023)

Developed an interactive StoryMap that revealed the distribution of tree canopy, potential planting areas and urban heat island prioritization, and canopy change over time for selected geographic planning scales.

Nashville, TN - UTC Assessment Maps (2023)

Visualized urban forestry metrics including urban tree canopy, potential planting areas, and UTC change by creating assessment maps at various geographic planning scales. Summarized assessment results and urban forest metrics for each target geography in a spreadsheet format.

South Gloucestershire, UK - UTC Assessment FactSheet

Produced a two-page fact sheet that highlighted the distribution of urban tree canopy and potential planting areas for the Unitary Authority.