PROFESSIONAL SERVICES AGREEMENT FOR GEOVIEWER SOFTWARE SUBSCRIPTION AND SUPPORT SERVICES FOR THE MISSION SPRINGS WATER DISTRICT

This Agreement is entered into by and between the Mission Springs Water District, a County Water District (hereinafter the "District") and Nobel Systems, Inc., a California corporation organized and operating in the State of California (hereinafter "CONSULTANT").

R-E-C-I-T-A-L-S

1.   The District is a public agency which provides Water and Sewer service within Mission Springs Water District boundary.

2.   The District requires the services of GeoViewer, a Geographic Information System (GIS) to provide maintenance and management of the District's GIS and update other databases that have been integrated with the GIS database.

3.   CONSULTANT is a GIS applications company providing enterprise level access to the District's GIS database hosted by CONSULTANT. CONSULTANT is licensed to do business in the State of California.

4.   The District desires to retain CONSULTANT to provide maintain and manage the GeoViewer application and other databases that have been integrated with the GIS data and provide technical support to the District.

C-O-V-E-N-A-N-T-S

1.   **Services to Be Performed.** CONSULTANT agrees to perform all work and services in strict accordance with the work described here below and are more particularly

described in the Scope and Cost Proposal attached hereto as Exhibits "A" through "G" and incorporated herein by reference. All work performed by CONSULTANT shall be subject to review and approval by the District. The District shall have no obligation to approve any work found defective by the District, in its sole discretion.

1.1 **<u>Hardware</u>**.   CONSULTANT shall procure and maintain all necessary computer hardware to provide the District with access to all District data on the GeoViewer cloud applications at all times during the Agreement, except during the mutually agreed-upon time frame for system maintenance as described in Exhibit "F".

At all times during this Agreement, CONSULTANT shall provide the District with complete redundancy for all hardware being provided by CONSULTANT, including a secure tier 4 colocation facility with an application hardware uptime of 99.99%.

1.2 **<u>Software</u>**.   CONSULTANT shall provide the appropriate licenses to the District to access all District data in the GeoViewer cloud applications for GeoViewer Online and GeoViewer Mobile twenty-four (24) hours a day and seven (7) days a week with the exception of the mutually agreed-upon time frame for system maintenance as described in Exhibit "F"; and

As a material term of this Agreement, CONSULTANT agrees that the software and applications provided to the District will meet all of the functionality of all of the features contained in Exhibit "B"; and

1.3 **<u>Technical Support and Training</u>.**   CONSULTANT shall provide the District with all required technical support and training on the use of all GeoViewer applications in accordance with the requirements contained in Exhibit "C"; and

1.4 **<u>Performance Requirements</u>**.   CONSULTANT shall maintain the GeoViewer system at all times to meet the performance specification contained in Exhibit "F".

2. **Correction of Defective Work.** CONSULTANT agrees to correct all labor or materials found defective by the District at its sole cost and expense. All work found defective by the District shall be corrected in the time specified by the District by written notice to CONSULTANT.

3. **Subscription Fees and Price for Work.** CONSULTANT agrees to perform all work described in Exhibits "A" through "G" for an annual subscription fee per the following schedule: **$63,129** per year and the schedule (hosting period) listed under Exhibit G.

No increase in this price shall be allowed without the express written consent of the District. The District shall have no obligation to grant this consent and may deny consent to any price increase, in its sole discretion.

4. **Payment for Work.** Other than the annual subscription fee, which will be invoiced per Exhibit G, CONSULTANT shall bill the District monthly for all labor and materials provided during the previous month. All billings shall include a complete description of all work completed during the previous month, including hours and costs of each person performing time and materials work and shall also include a detailed description of progress to date on each task of work described in Exhibits "D" and "G". All bills shall be subject to review and approval by the District. Invoices approved by the District will be paid on a monthly basis thirty (30) days after the invoice has been approved by the District. The District shall have no obligation to pay for any work not expressly approved by the District. The District's approval shall not be unreasonably withheld. CONSULTANT shall provide the District with any additional information requested by the District from time to time to support any item contained on an invoice no later than seven (7) days after a written request for this information from the District.

5. **Extra Work.** The District may request additional work or services from CONSULTANT from time to time, as the District shall determine, in its sole discretion. CONSULTANT shall not commence any extra work without a written change order expressly approved by the District, in writing. Work performed by CONSULTANT without an approved change order signed by the District will not be paid for by the District. In the event the District determines that additional work is justified, the parties shall agree on the additional work to be performed and the price to be paid for this additional work prior to commencement of any additional

work by CONSULTANT. It is understood by the parties that CONSULTANT shall not be entitled to any payment for extra work unless the District determines that it desires extra work to be performed and a written change order has been executed by the parties.

6. **Software Licenses.** It shall be the sole responsibility of CONSULTANT to ensure that all appropriate hardware and software licenses have been obtained by CONSULTANT for the GeoViewer system at CONSULTANT's sole cost and expense with the exception of the API's, which shall be the responsibility of the District to obtain. CONSULTANT agrees to hold harmless, indemnify, and defend the District and its directors, officers, employees, agents, and independent contractors from and against any and all liability, claims, causes of action, suits, actions, damages, losses, costs, fees, expenses, fines, and penalties, of whatever type or nature, including all costs of defense and attorney fees, based upon any claim that CONSULTANT has misappropriated or engaged in the unlawful use of any intellectual property, trade secret, patent, trademark, hardware, or software for the GeoViewer system belonging to any other person or entity, except claims and causes of action caused by the sole active negligence or intentional misconduct of the District or its directors, officers, employees or agents. In the event that any administrative proceeding, litigation or arbitration is instituted naming the District or any other indemnified parties as a defendant, the District and such other indemnified party shall be entitled to appoint their own independent counsel to represent them, and CONSULTANT agrees to pay all reasonable attorney's fees, expert fees and costs, District staff time and litigation costs associated with this defense within thirty (30) days of any billing.

7. **Use of CONSULTANT's Software by the District**. As part of this Agreement, CONSULTANT may create software applications that are specifically designed by CONSULTANT for the District's use. Except in the case of any breach of this contract by CONSULTANT, CONSULTANT shall retain all proprietary rights to this software. However, in the event that CONSULTANT, its successors or assigns breaches any terms, covenant, or condition of this Agreement, all proprietary software created by CONSULTANT, its successors or assigns for the District in accessing any District data on the GeoViewer system shall become the sole property of the District and the District shall have the express right to the use and transfer of all such proprietary software as determined appropriate by the District in its sole discretion.

8.   **Database Backup Copies and Updates to be Provided to the District**. As a material term of this Agreement, CONSULTANT shall provide a complete set of up-to-date data for mapping, imaging, and database systems on an annual basis every July.

9.   **Product Updates and New Releases**. CONSULTANT, its successors, or assigns shall promptly notify the District, in writing or via e-mail, of any new updates or releases pertaining to the GeoViewer system that has been developed by CONSULTANT, its successors or assigns.

10.   **Standard of Care**. In performing all work and services required by this Agreement, CONSULTANT agrees to use the highest degree of skill and expertise ordinarily exercised, under similar circumstances, by GIS design, integration, and data conversion experts with expertise in design, operation, integration, and maintenance of a GIS system and the other services described in the Scope and Cost Proposal attached as Exhibits "A" through "G" including project management and administration. As a material term of this Agreement, CONSULTANT warrants and represents that it has secured all licenses required by federal or California law to perform all work and services required by this Agreement. CONSULTANT agrees to perform all work always required by this Agreement in strict accordance with all applicable federal, state, and local laws and regulations which apply to the labor or materials being provided.

11.   **Work Performance Standards**. CONSULTANT agrees to perform all work and services required by this Agreement in a manner which complies with all federal and state health and safety standards and in a manner which avoids damage or injury to any real or personal property of any person or entity, including any real or personal property of the District. CONSULTANT agrees to always perform the work in a manner which avoids the creation of any trespass or private or public nuisance during the conduct of the work.

12.   Liability for Work of Agents, Independent Contractors, and Subcontractors. CONSULTANT shall be solely liable and responsible for all labor and materials provided by any director, officer, agent, employee, subcontractor, supplier, or independent contractor hired or retained by CONSULTANT to perform any work or to provide any materials or supplies. The District shall have no liability whatsoever for any work or services performed or any materials or supplies provided by CONSULTANT or its directors, officers, agents, employees, subcontractors,

suppliers, or independent contractors.

13. **Terms of Agreements**. This agreement shall commence per the schedule (hosting period) listed under Exhibit G. and shall continue for a term of three (3) years from the date of commencement.

The District shall have the right to extend the contract term by exercising up to two (2) one- year options to extend the term of this Agreement for a cost of **$69,441.90** per year (a 10% increase). The District election to extend the Agreement shall be via written notice to CONSULTANT of its election to extend the term of the Agreement on or before the expiration of the prior term.

If District does not provide such notice to Consultant prior to the end of then applicable terms, this Agreement shall terminate. CONSULTANT shall provide an invoice for each subsequent year's applicable fee at least 60 days in advance of the expiration of then applicable term and payment by District shall be deemed acceptance of an additional one-year term.

At the end of the agreement and should the District exercise its right to termination at any time, CONSULTANT shall provide all District owned historical data in a usable CSV and shapefile format and ensure that all data is deleted from CONSULTANT's servers and workstations.

14. **District Termination Right.**

In the event CONSULTANT fails to comply with the contractual & performance requirements set forth in this Agreement & Exhibits, as determined by the District, the District shall have the right to terminate this Agreement.

15. **Independent Contractor.** As a material term of this Agreement, it is expressly agreed between the parties that CONSULTANT is performing all work and services for the District pursuant to this Agreement as an independent contractor and not as an agent or employee of the District. The parties further agree and acknowledge that the District expects CONSULTANT to make its own independent determination of the means and methods to perform all work required by this Agreement and will not be directed as to any of these means or methods by the District.

16.   **Conflicts of Interest Prohibited**. As a material term of this Agreement, CONSULTANT shall not in any way attempt to use its position to influence any decision of the District in which it knows, or has reason to know, it has a financial interest other than the compensation provided in this agreement. As a material term of this Agreement, CONSULTANT warrants and represents that it does not, to the best of its knowledge, have any economic interests which would conflict with any of its duties under this Agreement. CONSULTANT agrees not to secure any economic interest during the performance of this Agreement which conflicts with its duties to the District under this Agreement.

17.   **Insurance.** At all times during the term of this Agreement, CONSULTANT must maintain a commercial liability insurance policy, workers' compensation insurance, and professional liability insurance in strict accordance with all terms of this paragraph. The insurance required by this paragraph shall be provided as follows:

        17.1   **Liability Insurance**. Following execution of this Agreement, and prior to commencement of any work, CONSULTANT shall provide the District with proof of liability insurance coverage with an insurance company licensed to do business in the State of California and acceptable to the District, providing $1,000,000 of coverage per occurrence and $2,000,000 minimum aggregate. The liability insurance coverage shall include each of the following types of insurance:

A. General Liability:

1. Comprehensive Form
2. Premises-Operations
3. Explosion and Collapse Hazard
4. Underground Hazard
5. Projects/Completed Operations Hazard
6. Contractual Insurance
7. Broad form Property Damage, Including Completed Operations
8. Independent Contractors
9. Personal Liability

B. Auto Liability

1. Comprehensive Form
2. Owned
3. Hired

The policy shall include contractual coverage sufficiently broad to insure the matters set forth in the section entitled "Indemnity" in this Agreement. The deductible amount shall not exceed $5,000.00. Also included in such insurance shall be a "cross-liability" or "severability of interest" clause.

17.2 **Workers' Compensation Insurance**. Following execution of this Agreement and prior to commencement of any work, CONSULTANT shall submit proof of insurance showing they have obtained, for the period of the agreement, full workers' compensation insurance coverage for no less than the statutory limits covering all persons whom CONSULTANT employs or may employ in carrying out the work under this agreement.

17.3 **Professional Liability Insurance**. Following execution of this Agreement, and prior to commencement of any work, CONSULTANT shall provide the District with proof of professional liability insurance with an insurance provider licensed to do business in the State of California, providing $1,000,000 of coverage per occurrence and $2,000,000 minimum aggregate. This insurance shall have a deductible not to exceed $5,000.

17.4 **Cyber Liability Insurance** (Technology Professional Liability - Errors and Omissions), with limits of not less than $2,000,000 per occurrence or claim, and $2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. 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.

17.5 **ACORD Certificate of Liability Insurance and Additional Insured Endorsements.** All insurance required by Paragraph 17.1, 17.2, and 17.3 of this agreement shall be submitted on an ACORD Certificate of Liability Insurance. Insurers must be authorized to do business and have an agent for service of process in the State of California and have an 'A' financial strength rating and a financial size rating of at least Class VI in accordance with the most current A.M. Best's Rating Guide. Additional Insured Endorsements must be provided for the Liability Insurance called out in Paragraph 17.1 with the **Mission Springs Water District** (District), the District's Engineer/Architect, the District's Representatives, CONSULTANT s, and

each of the District's Directors, Officers, Agents, and Employees named as additional insureds. The insurance must include a Waiver of Subrogation and must be Primary and non-Contributory. The additional insured endorsements must be provided on <u>Form CG 20 10 10 01</u>. The insurance certificate and endorsements shall be cancelable with notice delivered to the District in accordance with the policy provisions.

18.   **Job Site Safety**. CONSULTANT shall be solely liable and responsible for complying with all federal, state, and local laws, rules and regulations pertaining to job safety for all agents, employees, subcontractors, suppliers, and independent contractors retained by CONSULTANT to perform any work or services or to provide any materials required by this Agreement. However, CONSULTANT shall not be liable or responsible for overall job site safety or the job site safety for any workers or agents employed by any construction contractor performing any work for the District on any construction project.

19.   **Indemnity**. As a material term of this Agreement, CONSULTANT agrees to hold harmless, indemnify, and defend the District and its directors, officers, employees, agents, and representatives from and against any and all demands, liability, claims, suits, actions, damages, costs, fees, expenses, fines, and penalties, of whatever type or nature, including, but not limited to, reasonable attorney fees, to the extent arising out of, pertaining to, or relating to the willful misconduct, recklessness, or negligence of CONSULTANT , including its directors, officers, employees, agents, subcontractors, sub-consultants, suppliers, independent contractors, or other persons and entities employed or utilized by CONSULTANT in the performance of this Agreement. In the event that any administrative proceeding, litigation or arbitration is instituted naming the District or any other indemnified parties as a defendant, the District and such other indemnified parties shall be entitled to appoint their own independent counsel to represent them, and CONSULTANT agrees to pay all reasonable attorney's fees, expert fees and costs, and litigation costs associated with this defense within thirty (30) days of any billing; provided however, that the CONSULTANT 's obligation shall be limited as provided by Civil Code Section 2782.8 to the extent that the CONSULTANT establishes its proportionate percentage of fault by stipulation of all the parties to the proceeding or a final adjudicatory determination.

20.   **Miscellaneous Provisions.**

20.1   **California Law Governs**. This Agreement shall by governed by California law.

20.2   **Jurisdiction and Venue.** In the event of any legal or equitable proceeding to enforce or interpret the terms and conditions of this Agreement, the parties agree that jurisdiction and venue shall lie only in the federal or state courts in or nearest to the County of San Bernardino, State of California.

20.3   **Modification.** This Agreement may not be altered in whole or in part except by a written modification approved by the District and executed by all the parties to this Agreement.

20.4   **Attorneys' Fees**. In the event any arbitration, action or proceeding is initiated to challenge, invalidate, enforce, or interpret any of the terms of this Agreement, the prevailing party shall be entitled to all attorneys' fees, all expert fees and costs, and all litigation fees, costs, and expenses in addition to any other relief granted by law. This provision shall apply to the entire Agreement.

20.5   **Entire Agreement**. This Agreement, together with all exhibits attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether such correspondence, memoranda, or agreements conflict with this Agreement, are intended to be replaced in total by this Agreement and its exhibits. CONSULTANT warrants and represents that no District representative has made any oral representations or oral agreements not contained in this Agreement. CONSULTANT further warrants and represents that CONSULTANT has not relied upon any oral statements or promises made by any District representative or agent in executing this Agreement. The parties mutually declare that this Agreement and its exhibits constitute a final, complete, and integrated agreement between the parties.

20.6 **Prohibition on Assignment.** CONSULTANT shall not be entitled to assign or transfer all or any portion of its rights or obligations in this Agreement without obtaining the express prior written consent of the District. The District shall have no obligation to give its consent to any assignment and may deny any requested assignment, in its sole discretion.

20.7 **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties and on their respective purchasers, successors, heirs, and assigns.

20.8 **Unenforceable Provisions.** The terms, conditions, and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this Agreement, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.

20.9 **Representation of Capacity to Contract**. Each party to this Agreement represents and warrants that he or she has the authority to execute this Agreement on behalf of the entity represented by that individual. This representation is a material term of this Agreement.

20.10 **Opportunity to be Represented by Independent Counsel**. Each of the parties to this Agreement warrants and represents that it has been advised to consult independent counsel of its own choosing and has had a reasonable opportunity to do so prior to executing this Agreement.

20.11 **No Waiver**. The failure of either party to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that party's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement. No waiver shall occur unless the waiver is expressly stated in writing and signed by the person for the party having the authority to expressly waive the benefit or provision, in writing. No oral waivers shall be effective against either party.

20.12   **No Joint Venture and No Third-Party Beneficiaries**. Nothing in this Agreement is intended to create a joint venture, partnership, or common enterprise relationship of any kind between the District and CONSULTANT. No third parties shall be construed as beneficiaries of any term, covenant, or provision of this Agreement.

20.13   **Time of Essence**. The parties agree that time is of the essence as to all matters specified in this Agreement. The parties mutually declare that this is a material term of this Agreement.

20.14   **Notices**. All letters, statements, or notices required pursuant to this Agreement shall be deemed effective upon receipt when personally served, transmitted by facsimile machine, or sent certified mail, return receipt requested, to the following addresses or facsimile numbers:

To: "CONSULTANT"
Nobel Systems, Inc.
Attn: Michael Samuel
President
1030 Nevada St, Ste 202
Redlands, CA 92374

To: "District"
Mission Springs Water District
Attn: Danny Friend
Director of Operations
Mission Springs Water District
66575 2nd Street, Desert Hot Springs, CA 92240

20.15 **Effective Date.** The effective date of this Agreement executed in counterparts in Mission Springs Water District, County of Riverside, State of California, is ___, 2024.

Mission Springs Water District
(a public agency)

Dated:_____, 2024

By:_____

Dated: March 29, 2024   **Nobel Systems, Inc.**

By:_____
Michael Samuel, President

Exhibit A

Minimum Hardware:

The GeoViewer cloud applications do not require any server infrastructure. Since the GeoViewer Mobile application only works on iOS at this time, field crews will require Apple iPhones or iPads. GeoViewer Desktop application will require Internet Explorer version 11+ at the minimum, and will work on all major browsers, including IE Edge, Google Chrome, Mozilla Firefox.

Nobel has always researched and sought to use the latest and greatest technologies to provide better service to our customers. For this reason, Nobel Systems set out on an extensive R&D effort and decided to shift to the MapBox to host the data. Nobel Systems uses powerful NodeJS servers and utilizes the technologies of top cloud service providers (AWS and Google) and has branched out into the new Internet of Things Space. All these efforts resulted in a dramatic improvement of speed, performance, and overall efficiency of our applications. We are constantly researching and will develop newer tools every month.

The District will have unlimited licenses/users to access GeoViewer Online and GeoViewer Mobile as a part of this agreement.

Exhibit B

Nobel will provide the appropriate licenses to District to access its data using the following software:
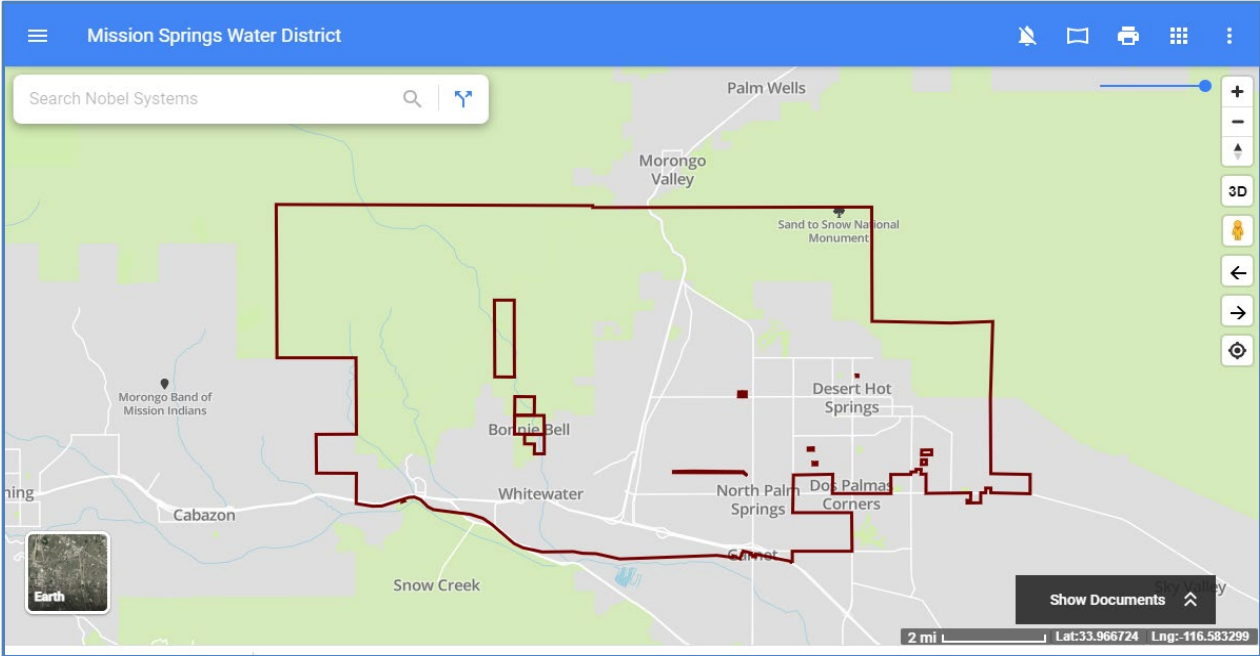
Base GIS application (GeoViewer Online and GeoViewer Mobile) – See description below

The GeoViewer cloud platform utilizes NoSQL as its primary data store to manage big data quickly and efficiently. Most utilities have changing needs as they grow with their enterprise software. They need to add new fields to run reports, modify their business intelligence dashboards, etc. Our NoSQL database allows for these changes to be made quickly and easily. The system shall be capable of allowing public access but shall not allow public access except as directed by the District.

GeoViewer Online:

Nobel's cloud solution, GeoViewer Online, is hosted on servers in a secure tier-4 colocation data facility with an application availability uptime rating of 99.99%. GeoViewer supports the use of several browsers including Google Chrome, Internet Explorer (Version 11+), Firefox, and Safari.

Nobel will provide enterprise level access to the District with individual secure user ID's to manage and distribute to department employees for accessing the GeoViewer Online service. Based upon user ID and associated Groups the end-users will have access to departmental spatial datasets, Google imagery, Google street view and other local government geospatial data through a user-friendly interface. Each user will have unlimited use of GeoViewer Online for as long as the contract remains in force.

- **Interface**: The system is intuitive, user friendly and graphically oriented so that it could be used by anyone without prior training in GIS

- **Performance**: Quick load of data that averages to less than 5 seconds load and/or refresh time for large datasets such as aerial photographs

- **Flexibility & Scalability**: The system could be easily customized to accommodate the present and future needs of any client

- **Reliability**: Our hosting services and application (GeoViewer Online) are available 24 hours a day and seven days a week (24/7)

- **Accessibility Control**: Assess to the application and user rights are protected by password; public (password-free) access to selected or all GIS data layers could be provided, if desirable

- **IT Friendly:** Our GeoViewer Online requires basic IT knowledge and computer technical specifications to install, maintain and update –if hosted in client's servers

- **Free of Proprietary or Third-Party Software**: It does not require any third party or proprietary software on the client–end (user).

Industry Best practices and platform:

The GeoViewer approach to this objective is quite simple. GeoViewer offer an easy-to-use, intuitive interface to Geographic Information Systems that provides the casual user with the ability to access the information they need with little or no formal training.

The main objectives of the system include,
- Ability for non-GIS staff to use the system effectively with less than four hours of training.
- Provide access to interactive Water and Sewer atlas maps from staff desktops through web browser.
- Locate and view an area of interest anywhere within the service area.
- Provide secured access to only authorized users.
- Map updates are seamlessly delivered to system users without any lag time.
- Provide an extensible system that can be enhanced to provide broader functionality and adapt to future software and functionality enhancements.
- Enable direct integration with geographic data repositories, asset management information, linked image libraries, and other information associated with water and sewer system infrastructures.

The GeoViewer was designed with the following assumptions in mind:
- Casual GIS users want fast, easy access to relevant information.
- Casual GIS users do not have the time or desire to learn about topology, Shapefiles, ARC/INFO, theories of GIS, etc.
- Casual GIS users do not want to have to add themes, assign colors, change theme properties, etc.

- Casual GIS users do not want to be bothered with the task of doing map composition. They would much rather print their maps with a standardized template.
- Casual GIS users do not typically need to make large maps themselves and are perfectly happy printing an 8 1/2 by 11 map on a laser or ink jet printer. For the more advanced users, GeoViewer Online Supports multiple paper sizes that is only restriction is the clients printing device.
- Casual GIS users' needs are simple -- They need GeoViewer
- The GeoViewer is a robust and easy to use Enterprise Geographic Information Interface. The GeoViewer is extremely flexible and can be tailored to any dataset.

We at Nobel Systems strongly believe that the functionality provided by GeoViewer will satisfy the needs of the District. The list of features provided by GeoViewer includes but not limited to:

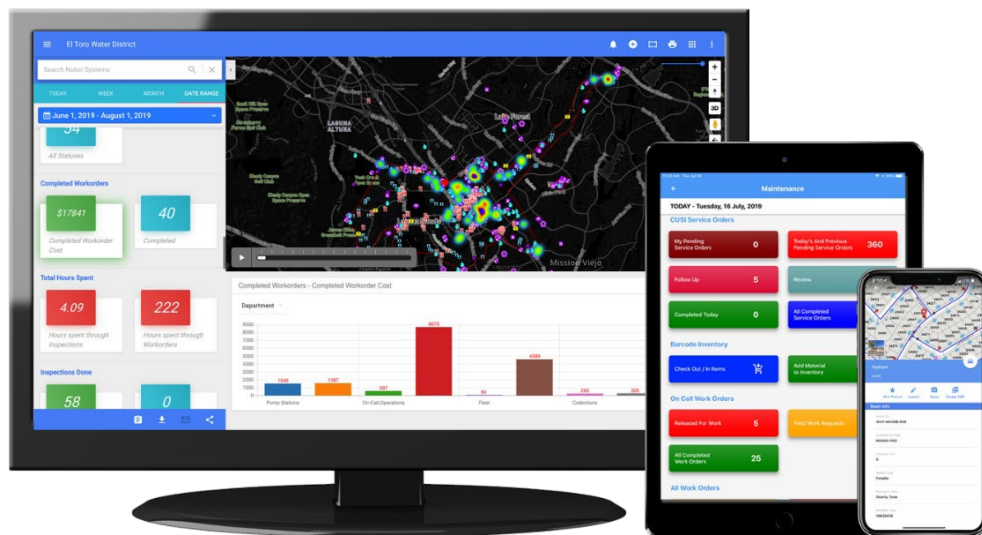**Standard GeoViewer Features:**
- Standard map navigation including pan, zoom in and zoom out, full extent
- Layer Display
- Creation of Spatial Bookmark
- Google Street View
- Vicinity map that can be used to set the extent of main map, pan the main map, and display the current extent of the main map.
- Property Search. Search by parcel number, situs address, or owner name.
- Supports ESRI Shapefiles, Coverages, Geodatabases, and CAD Drawings
- Also supports a wide variety of images including MrSid.
- Intuitive Select Toolbar. Select multiple features in multiple themes and:
- Find features within a specified distance and generate mailing labels.
- Measure area and length
- Display contents of the selected set in a table format.
- Print map with a title, scale, and neat line.
- Link any number of layers to unlimited number of external databases
- Hyperlink scanned documents to features for easy retrieval.
- GPS location
- Legend and Search Option for Parcels, Valve Number etc.

Nobel Systems has customized the application to include the following:

- Water and Sewer facilities
- Easement GIS database
- Parcel and street Landbase
- District Election boundaries
- Other District GIS layers

GeoViewer Mobile:

By leveraging the latest smart-map and synchronization technology, Nobel's GeoViewer Mobile' is easy to use and was designed to streamline field workflow processes to help manage day-to-day operations. GeoViewer Mobile's advanced technology allows field staff to view, analyze and collect data, online or offline without ever having to worry about impractical syncing procedures. GeoViewer Mobile extends smart map technology beyond the office and provides staff with real-time data to make accurate decisions and collaborate in both office and field environments. Nobel understands the value of mobile mapping to organizations needing immediate access to real-time information, regardless of location, and offers a range of tools that help your staff make informed decisions in the field. GeoViewer is accessible on any device, providing unparalleled service to staff on the go or working in the field. GeoViewer Mobile integrates with existing ERP business systems, SCADA, CMMS, CIS, GPS, LIMS, CCTV, and other enterprise systems. Manage information ranging from open work orders from CMMS to viewing latest SCADA measurements on telemetry equipment.

Powerful Functionality:

- Online/Offline Work Modes
- Search, Display, Redlining, Bookmarks, Pan, Zoom
- Identify & View Object Locations & Asset Data
- View Customer Data, Work History, Service Calls, As-Built De-sign Drawings, and more
- Process Driven Modules for Daily Field Work Order, Inspections and Condition Assessment data collection
- Integrated GPS & Camera for Field Data Collection & Stream-lined GIS Updates
- Custom GeoViewer Modules available for USA Dig Alert, Work/Service Order Management, Valve Isolation Analysis, Leak Data Collection and Hydrant Flushing data collection
- District can view the data that were collected in the field through iPad and generate the reports by using GeoViewer online application.

Exhibit C

Nobel will provide tech support in accordance with Exhibit C

1) Types of support
   a) Phone – From 6:30 AM to 7 PM Monday through Friday

   b) On-Site – upon request, up to one visit per month at no charge.

   c) Email - Nobel shall respond to email requests for information within 24 hours.

   d) Problem Resolution System - Nobel shall provide a problem and resolution (PAR) tracking mechanism, which documents issues or data content anomalies, which require review and resolution by Nobel. Typically, PAR forms are generated as needed, reviewed by the project manager, and then forwarded to Nobel.

2) Amount of support shall be unlimited.

3) Communication support and configuration - Nobel, while not strictly liable for communication system performance, shall provide a good faith effort to assist the District in configuring a communication system that will interface with Nobel's system and achieve maximum speed of data transfers.

4) Training – Annually, Nobel will provide a one-day training seminar once a year at the District's office at no extra charge. Additionally, Nobel will offer additional trainings at no costs if needed.

Exhibit D

Nobel will provide map update and data conversion services in accordance with the following:

1) **Annual base map update** – Nobel will update the base map data provided by Riverside County within 60 days of receipt of this data on an annual basis. All required database adjustments shall be included in this update process. This annual update shall be performed at no cost to the District.

2) **Hourly Costs for time & materials-based work**

    a) Project Director   - $180 per hour
    b) Project Manager   - $160 per hour
    c) Systems Architect   - $130 per hour
    d) Senior Applications Developer   - $150 per hour
    e) Senior GIS Analyst   - $100 per hour
    f) Bangalore support services   - $50 per hour

    All direct costs are included.

Exhibit E

Nobel will provide Data updates in accordance with the following:

1) **Digital Images** - Nobel will provide a system that District staff can use to link digital images to various features in the GIS system. An indexing system shall be devised so that these images can be retrieved in an orderly manner. District staff can attach/upload as many as images that needed for each of their inspections/Work Order/DigAlert Tickets.

2) **Database copies** - Nobel shall provide a complete set of up-to-date data for mapping, imaging, and database systems on an annual basis. These data shall be provided on **Box.com** or any other shared link and shall be labeled with the nature of the data and the date.

Exhibit F

Performance Requirements:

1) **System Uptime** – the District shall always have access to the GIS data except during allowable maintenance time periods set forth below:
   a) Weekdays – 12:00 AM to 2:00 AM
   b) Weekends, holidays – 10:00 PM to 2:00 AM

2) **Emergency restart** – If the District has an emergency need for data during one of the allowable maintenance periods, Nobel shall restart the system and provide access within 30 minutes of notification by telephone.

3) **Liquidated damages** – Nobel shall not be held liable for any liquidated damages caused by the system being out of service.

4) All data on the remote system shall be encrypted. All communication from device to data center shall be encrypted.

5) The remote system should provide for multiple backups or checkpoints of District data.

EXHIBIT G

1.   SUBSCRIPTION FEES:

YEARLY SUBSCRIPTION FEES: **$63,129.00** per year.

Notes:

- The above subscription fee includes the below listed items.

Items Description	Hosting Period	Costs
MSWD GeoViewer Mobile	3/1/2024 to 2/28/2025	$16,500.00
MSWD GeoViewer Online	5/1/2024 to 4/30/2025	$13,200.00
MSWD Unlimited Field Forms	5/1/2024 to 4/30/2025	$10,780.00
MSWD CoreLogic	7/1/2024 to 6/30/2025	$6,149.00
MSWD CMMS Work Order Module	7/1/2024 to 6/30/2025	$11,000.00
MSWD Public Viewer	9/1/2024 to 8/31/2025	$5,500.00
Total Costs		**$63,129.00**

Total Fee Year One (1)	**$63,129.00**
Total Fee Year Two (2)	**$63,129.00**
Total Fee Year Three (3)	**$63,129.00**