

**CITY OF PALM DESERT
PROFESSIONAL SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered into on **December 10, 2025**, by and between the City of Palm Desert, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578 ("City") and **Speridian Technologies, LLC, a Limited Liability Company**, with its principal place of business at **2400 Louisiana Blvd NE, Building 3, Albuquerque, NM 87110** ("Consultant"). The City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

1.1 City Council Approval.

On **December 11, 2025**, City Council approved the award of this Agreement to the Consultant above.

2. Recitals.

2.1 Project.

The City is a public agency of the State of California and is in need of professional services for the following project:

Implementation of Clariti Business Licensing System Project
(hereinafter referred to as "the Project").

2.2 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant is duly licensed and has the necessary qualifications to provide such services.

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **January 6, 2026, to August 31, 2026**, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees, or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Scott Weiler, VP Salesforce Growth & Strategy.**

3.2.5 City's Representative. The City hereby designates **Clayton von Helf**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the scope of services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Scott Weiler, VP Salesforce Growth & Strategy**, or his/her designee, to act as its

representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the

issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, physical disability, ancestry, sex, age, marital status, gender, gender identity, gender expression, sexual orientation, reproductive health decision making, veteran or military status, or any other consideration made unlawful by federal, state, or local laws. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

(D) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, volunteers, and representatives.

(E) Umbrella or Excess Liability Insurance. Consultant may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Consultant shall obtain and maintain an umbrella

or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (1) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (2) Pay on behalf of wording as opposed to reimbursement;
- (3) Concurrency of effective dates with primary policies; and
- (4) Policies shall "follow form" to the underlying primary policies.
- (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(G) Cyber Liability Insurance. Consultant shall procure and maintain Cyber Liability insurance with limits of \$1,000,000 per occurrence/loss, which shall include the following coverage:

- (1) Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination, or use of the confidential information.
- (2) Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- (3) Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- (4) Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

- (5) Liability arising from the failure to render professional services

If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional period of three (3) years following termination of the Agreement.

3.2.11.2 Other Provisions or Requirements.

(A) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his/her agents, representatives, employees or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive

subrogation against the City, its elected or appointed officers, agents, officials, employees, volunteers, and representatives or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its elected or appointed officers, agents, officials, employees, volunteers and representatives and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(G) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, volunteers and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement, under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Project who is brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subconsultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City and the City's Risk Manager reserve the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations, and policies of this Section.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Five Thousand, Eight Hundred Twenty and 00/100 Dollars (\$205,820.00)** without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Consultant shall submit to City milestone-based invoices which provide a detailed description of the Services and hours rendered by Consultant. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Consultant shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Consultant to submit a timely invoice may constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.2.1 Retainer. RESERVED

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City or included in Exhibit "C" of this Agreement.

3.3.4 Travel Expenses. In accordance with Government Code section 53232.2(c), the Internal Revenue Service rates for reimbursement of travel, meals, lodging, and other actual and necessary expenses as established in Publication 463, or any successor publication, shall be used to determine reimbursement rates for Consultant. Travel in business class, first class or any category on any flight above the coach/economy level will not be reimbursed.

3.3.5 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of

an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, volunteers and representatives, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of Services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, volunteers and representatives free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses 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.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Early Termination. Notwithstanding any provision herein to the contrary, if for any fiscal year of this Agreement the City Council fails to appropriate or allocate funds for future payment under the Agreement after exercising reasonable efforts to do so, the City may upon seven (7) days' written notice, order work on the Project to cease. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation.

3.6.1.4 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Speridian Technologies, LLC
2400 Louisiana Blvd NE, Building 3
Albuquerque, New Mexico 87110
ATTN: **Carl Elliott**

City: City of Palm Desert
73-510 Fred Waring Drive

Palm Desert, CA 92260-2578
ATTN: **Clayton von Helf**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the

services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents, and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment, or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification – Documents and Data.

Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers, agents and representatives free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda,

specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to 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 or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain

from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend, and hold harmless the City, and its officers, directors, employees, agents, volunteers and representatives from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel),

and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.6.5 [Reserved]

3.6.6 Indemnification.

3.6.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, agents, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, volunteers, or representatives.

3.6.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.7 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements.

3.6.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.12 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, volunteers, and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage,

brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT
AND SPERIDIAN TECHNOLOGIES, LLC**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF PALM DESERT

**SPERIDIAN TECHNOLOGIES, A
LIMITED LIABILITY COMPANY**

By: _____

Chris Escobedo
City Manager

By: _____

Satish Ganta
Executive Vice President, Enterprise
Solutions

Attest:

By: _____

Anthony J. Mejia
City Clerk

Clerk QC: _____

Contract QC: _____

Approved as to form:

Insurance: _____

By: _____

Isra Shah
City Attorney

Initial Review

Final Approval

EXHIBIT "A" AND "B"

SCOPE OF WORK AND SCOPE OF SERVICES

City of Palm Desert



**Clariti Implementation – Phase 2
Business License and Additional Items**

Statement of Work

October 10, 2025

Exhibit "A" and "B"

Contents

- 1. BACKGROUND**
- 2. SCOPE OF WORK**
 - 2.1 CLARITI BUSINESS LICENSE MODULE
 - 2.1.1 *Business License Scope*
 - 2.1.2 *Data Migration from HdL*
 - 2.1.3 *Project Management Methodology and Timeline*
 - 2.2 PHASE 2 ADDITIONS AND IMPROVEMENTS
 - 2.3 SPERIDIAN MANAGED SERVICES
- 3. YOUR OBLIGATIONS AND PROJECT ASSUMPTIONS**
 - 3.1 YOUR OBLIGATIONS
 - 3.2 SPERIDIAN OBLIGATIONS
 - 7.3 SUPPORT ASSUMPTIONS
- 4. FEES**
 - AGREEMENT CHANGE
- 5. REVIEW MEETINGS**
- 6. REQUIRED CONSENTS**
- 7. SECURITY AND PRIVACY GUIDELINES**
- 8. EXECUTION**



SPERIDIAN CONTRACT INFORMATION

Customer Name: City of Palm Desert

Exhibit Number: SOW Number 2

Customer Name:	City of Palm Desert	Speridian Technologies, LLC
Customer Address:	73510 Fred Waring Drive Palm Desert, CA 92260-2578 USA	2355 Main Street, Suite 240 Irvine, CA 92614
Contact:	Clayton von Helf	Contact: Cindy Sullivan
Phone:	(760) 776-6338	Phone: (925) 963-3020
Email:	cvonhelf@palmdesert.gov	Email: cindy.sullivan@speridian.com

Contact Information

Speridian Contracts Manager/Administrator:	
Name:	David Galceran
Address:	2355 Main Street, Suite 240 Irvine, CA 92614
Phone:	(949) 242-3313
Email:	david.galceran@speridian.com

Client Accounts Payable:	
Name:	Accounts Payable
Address:	73510 Fred Waring Drive Palm Desert, CA 92260-2578 USA
Phone:	
Email:	

Speridian Project Manager	
Name:	Mario Noronha
Address:	2355 Main Street, Suite 240 Irvine, CA 92614
Phone:	(437) 661-2939
Email:	Mario.noronha@speridian.com

Client Project Manager	
Name:	Clayton von Helf
Address:	73510 Fred Waring Drive Palm Desert, CA 92260-2578 USA
Phone:	(760) 776-6338
Email:	cvonhelf@palmdesert.gov

1. Background

The services described herein (“Statement of Work”) (“SOW”), effective from the date signed shall be governed by the terms of the Professional Services Agreement, dated October 25, 2025, between Speridian Technologies LLC (“Speridian”), and City of Palm Desert (“You” or “Your”).

Speridian will work under this SOW for providing Phase 2 Services for the City of Palm Desert **Clariti Community Development (CD)** Software, which Speridian implemented.

2. Scope of Work

The following services are included as part of the Statement of Work:

-  Implementation of Business Licenses Module

Exhibit “A” and “B”



Additional configuration and modifications to Clariti Software implementation
 Managed Support Services during Phase 2

4. Clariti Business License Module

The Clariti Business Licensing solution enables the City of Palm Desert to manage the full lifecycle of business licenses, ensuring regulatory compliance, public safety, and operational transparency. The system supports initial application, review, inspection (where applicable), issuance, and renewal processes, with configurable workflows tailored to the City’s licensing requirements.

Business licenses are issued to ensure that entities operating within the City are in good standing, having paid taxes, maintained insurance, and complied with local ordinances. The solution accommodates various license types such as restaurants, daycares, tattoo parlors, and medical dispensaries, and integrates with other departments (e.g., Fire or Building) for inspection and compliance tracking.

Key features include:

- Online intake and application submission
- Automated fee calculation and payment processing
- Multi-departmental review workflows
- Inspection scheduling and tracking
- License issuance with expiration management
- Renewal notifications and processing

Clariti’s flexible data model and configurable license journeys allow the City to manage licenses individually or in bulk, with support for endorsements, conditional submissions, and complex expiration rules. The system also integrates with external systems and supports robust reporting, document generation, and online portal access for applicants.

2.1.1 Business License Scope

Palm Desert is currently using HdL to process their business License. These are typical volumes from September 2025.

License Status	Count
New / in process	619
Current	5,526
Renewal Sent / Delinquent	2,607
Total	8,752

The following Business License types will be configured and implemented using Clariti’s standard Business Licensing functionality, tailored to meet the operational and regulatory needs of the City of Palm Desert.

Description	Subtype	Fees
Category A - In City (Retail sales, amusement centers, clubs, professionals, agents)	N/A	Annual - Flat
Category B – Contractors (Constructors, subcontractors, specialty trades)		Annual – Varies by State license and class
Category C – Out-of-City (solicitors, vendors, service providers)		Varies
Special District	Subtype 1	Multiplier
Special District	Subtype 2	Multiplier
Special District	Subtype 3	Multiplier

Exhibit “A” and “B”

Special District	Subtype 4	Multiplier
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In addition to core license configuration, the following supporting features will be implemented to enable a complete and efficient Business Licensing process within the Clariti system.

- Portal Intake – Additional pages added to current Clariti Portal
- Fee Calculation and Payment Processing – Existing payment processor will be used.
- Application Automation – For Processing
- License Automation – For annual Renewals and notifications of renewals
- Letter Templates
- Email Templates
- Inspection Scheduling using existing Inspection functionality, if needed
- Report Dashboard and list to manage Business License
- Training session(s) focused on educating business license users about new modules, enhancements, reporting and workflow updates.
Internally focused for staff.

Out of Scope:

- No additional Interfaces are expected to be added for Business Licenses
- Adjustment of license expiration dates. Expiration dates on the records will be used, typically 1 year from issuance.

2.1.2 Data Migration from HdL

The City will provide data exports of existing Business License records from the HdL system. This dataset will be mapped to Clariti’s licensing data model and imported using Clariti’s standard data import tools. Given the expected simplicity of the source file, a streamlined import process is anticipated.

Field Name	Example Value
Account Number	11714555
Business Name (DBA)	ACME CONSTRUCTION
Business Address Line 1	112 MAIN STREET STE A
Business Address Line 2	SAN MARCOS, CA 92078-3823
Located Inside City	No
Location Type	Commercial
Mailing Address Line 1	112 MAIN STREET STE A
Mailing Address Line 2	SAN MARCOS, CA 92078-3823
Phone Number	(760) 747-1111
Email Address	ted.lasso@acme.com
Rate Class	Business License
Rate Type	Category B – Licensed Contractors
Business Type	CONTRACTOR – GENERAL
SIC Code	1542001
SIC Description	General Contractors – Nonresidential Buildings, Other Than Industrial Buildings
NAICS Code	334115
NAICS Description	New Single-Family Housing Construction (except Operative Builders)
Account Type	New Application
Business Status	Active

License Status	Current
Start Date	04/23/2025
Submittal Date	04/23/2025
Expire Date	03/31/2026

2.1.3 Project Management Methodology and Timeline

Speridian will implement the Clariti Business Licensing module using our standard hybrid agile-waterfall methodology, previously applied during the City’s original Clariti implementation. For this smaller, focused project, the approach will be streamlined to accelerate delivery while maintaining alignment with Palm Desert’s operational goals.

This proven methodology emphasizes collaboration, transparency, and rapid value delivery, with minimal disruption to City operations. Key phases include Initiation, Discovery, Configuration, Validation, and Go-Live, each supported by structured workshops, sprint-based development, and iterative testing.

Speridian proposes a structured, phased implementation approach spanning **23 weeks**, designed to deliver measurable value early while ensuring long-term sustainability and stakeholder alignment. The timeline is broken into distinct phases that reflect the City’s operational priorities and the complexity of the Business License transformation into the Clariti system.

1. **Discovery & Sprint 0**
Weeks 1–4 (January 6, 2026 – January 31, 2026)
 - Stakeholder workshops
 - Requirements gathering
 - Initial backlog creation
 - Environment setup and planning

2. **Sprint 1-3**
Weeks 5-13 (February 3, 2026 – April 4, 2026)
 - Iterative configuration and development
 - Each release focuses on a specific functional area (e.g., Permitting, Planning, Code Enforcement, Licensing, Inspections, Fees, Reports, Integrations)
 - Includes sprint planning, design, configuration, unit testing, and internal validation
 - Releases are sequenced to balance complexity, resource availability, and business impact

3. **System Integration Testing (SIT)**
Weeks 14-16 (April 7, 2026 – April 25, 2026)
 - End-to-end testing across all configured modules
 - Validation of integrations, workflows, and data flows
 - Issue triage and resolution

4. **User Acceptance Testing (UAT)**
Weeks 17-20 (April 28, 2026 – May 23, 2026)
 - City-led testing of configured solution
 - Feedback collection and rework
 - Final readiness assessment

5. **Deployment & Go-Live**
Weeks 21 (May 26, 2026 – May 30, 2026)
 - Production environment setup
 - Final data migration
 - Cutover planning and execution
 - Staff training and go-live support

6. **Hypercare Support**

Weeks 22-23 (June 2, 2026 – June 13, 2026)

- Post-go-live stabilization
- Issue resolution and performance monitoring
- Transition to ongoing support

2.2 Phase 2 Additions and Improvements

During the initial Clariti implementation, several items were identified that fell outside the original scope or represented late-stage changes to previously defined requirements. These items were captured in a backlog but were not implemented due to timing constraints or evolving priorities.

For Phase 2, Speridian will work collaboratively with the City of Palm Desert to evaluate and address this backlog. Rather than committing to a fixed list of enhancements, this phase will be structured around a **time-and-materials model** with a cap, allowing flexibility to prioritize and refine items based on current operational needs.

Backlog Management Process

- A **weekly or bi-weekly prioritization meeting** will be held with City stakeholders to review the backlog, clarify requirements, and define user stories.
- Items will be **estimated and ranked** by priority, with the highest-value items selected for development.
- Work will proceed in **agile sprints**, with each sprint including:
 - Scope refinement and estimation
 - Configuration and development
 - Quality assurance (QA)
 - User Acceptance Testing (UAT)
 - Production deployment following successful UAT

This iterative approach ensures that enhancements are delivered efficiently, with continuous feedback and alignment to City goals. It also allows for flexibility as users gain experience with the live system and reassess the necessity or impact of previously requested changes.

Time Allocation

The scope of Phase 2 will be defined by a **block of hours** dedicated to backlog refinement, development, testing, and deployment. This structure enables the City to maximize value while maintaining control over priorities and budget.

2.3 Speridian Managed Services

To support the ongoing success of the Clariti implementation, Speridian will provide managed services to the City of Palm Desert throughout Phase 2. While enhancements and backlog items are addressed in parallel, Speridian will continue to monitor and resolve production issues, ensuring system stability and user satisfaction.

All support activities will be tracked and managed through Speridian's **JIRA Service Desk**, with defined service level objectives (SLOs) and transparent communication.

Support Areas and Responsibilities

Exhibit "A" and "B"

Support Area	Speridian Tasks
Business Support	- Manage break/fix tickets raised by the City - Perform root cause analysis and resolution - Assist users with daily inquiries and troubleshooting
Application Support	- Manage user accounts, roles, and permissions - Configure security settings to maintain appropriate access controls
Data Management	- Configure list views for efficient data navigation - Update reports and dashboards to reflect evolving business needs
Integration Support	- Monitor data flows between integrated systems - Provide alerts for anomalies or disruptions - Resolve integration-related issues in collaboration with stakeholders Note: Integration development, customization, and data upgrades are out of scope
Release Support	- Assist with Clariti release cycle management - Provide release summaries and recommendations for feature adoption - Support change management and deployment planning

Configuration and Change Requests

Any configuration changes will be handled in the Phase 2 Backlog process.

3. Your Obligations and Project Assumptions

You acknowledge that Speridian’s ability to perform the Services and any related tasks depends upon your fulfillment of the following obligations and the following project assumptions:

3.1 Your Obligations

- Provide Speridian with reasonable access to the relevant functional, technical, and business resources to support the performance of the Services.
- Provide Speridian with accurate documentation of the severity of defects being reported.
- Provide development, testing and production environments.
- Be responsible for allocating user acceptance testing resources and the creation and execution of relevant test scripts.
- Respond to support-related inquiries and information requests from the Speridian team in a timely manner to ensure efficient issue resolution and continuity of service. Maintain a properly configured hardware/operating system platform to support the applications.
- Designate Project Manager(s) who shall be responsible for coordinating with Speridian’s Service Delivery Manager and Project Manager for all project management and the direction of services provided to you by Speridian.

3.2 Speridian Obligations

- Speridian will provide training on accessing and submitting tickets through Speridian’s Managed Support Services ticketing platform.
- Speridian will provide support for addressing defects, bugs, technical issues, features, upgrades, or enhancements at the request/direction of Palm Desert.
- Speridian will provide detailed solutions to be reviewed by Palm Desert for review and approval prior to doing any configuration or development.

- Speridian will perform primary functional testing and unit testing, and as such, will work closely with Palm Desert’s QA team supporting all aspects of testing.
- Speridian will assign a Service Manager that will be responsible for tracking and reporting on requests, activity, project, and budget consumption associated with the managed services.
- Speridian will assign a dedicated Project Manager responsible for overseeing the implementation of Business Licensing and Phase 2 enhancements. This individual will manage project activities, track progress against the timeline and budget, and provide regular status reporting to the City of Palm Desert.

7.3 Support Assumptions

- Speridian will provide Standard Support during hours of business operation: Monday through Friday, 8 a.m. PST to 5 p.m. PST.
- The support in this engagement will be delivered by Speridian using a blended onshore/offshore delivery model.
- This Applicational Support and Operational Support will follow a shared resource model. Resource assignments will be made at Speridian’s discretion.
- Speridian’s ticketing system will be used to manage work requests under this engagement.
- Speridian and the client will organize and conduct work planning meetings to outline the required Operational and Application Support needed for the month.
- Speridian will provide regular status reports which will include a summary of progress made towards Operational or Application Support requests and budget consumption.
- CLARITI, a Software-as-a-Service (SaaS) solution built on Salesforce.com, may experience issues between Priority Levels 1, 2, and some Level 3 issues that are outside Contractor’s and CLARITI’s control, being solely attributable to Salesforce.com. For these issues, Contractor will escalate to Salesforce.com. For Salesforce.com platform issues, Salesforce only offers response times and a resolution plan without definite resolution times. Therefore, Contractor is limited to providing a resolution plan with expected response durations. For more details, refer to Salesforce.com support documentation. For Salesforce.com issues, the Contractor will continue to engage with Salesforce.com until resolution. The Contractor will keep the City informed during the process.
- Any services that require access to Salesforce and/or Clariti hosting environments, servers and folder access to which Speridian doesn’t have access, and product related issues which require support from either the Salesforce or Clariti Product Development team, are NOT covered under this agreement.
- Any travel-related costs would be handled on a case-by-case basis and would be billed to the client as actuals for the duration of the required support.

4. Fees

The total amount of this Statement of work is **\$205,820**.

Description	Hours	List Rate (Per Hour)	Discounted Rate	Amount
Business License	1360	130	92	\$125,120
Phase 2 Additions	600	130	92	\$55,200
Managed Services Support (6 months, issue/bug fix)	300	130	85	\$25,500
Total	2260			\$205,820

Payment Schedule

Exhibit “A” and “B”

Deliverable/Date	Date	Amount
Signed SOW	January 2, 2026	\$34,303.33
Discovery (First Month)	January 31, 2026	\$34,303.33
Sprint 1 (Second Month)	February 28, 2026	\$34,303.33
Sprint 2 & 3 (Third Month)	March 31, 2026	\$34,303.33
SIT (Fourth Month)	April 30, 2026	\$34,303.33
Production Deployment Business License (Fifth Month)	May 31, 2026	\$34,303.33

- The client agrees to pay Speridian the invoice amount within 30 days from receipt of invoices.
- Travel is not included in this contract. Should the client require Speridian to travel, travel by Speridian must be pre-approved in writing by the client for such expenses to be reimbursable under this SOW. Travel expenses will be reimbursed by the client at cost.

Agreement Change

- If the client wishes to add or change the above team composition, a change order will be required.

5. Review Meetings

City of Palm Desert and Speridian Support Managers shall have monthly meetings (“Review Meetings”) which may be attended remotely to monitor, review, and discuss the performance of the Services.

Before each Review Meeting, each representative shall notify the other of any material problems and/or concerns relating to the performance of the Services for discussion at the Review Meeting. At the Review Meeting, the parties shall work in good faith to agree on a plan to address such problems.

In the event of any problem being unresolved or a failure to agree on a place for rectification of the problem, the matter shall be resolved under the terms of the Agreement. Progress in implementing any remediation plans shall be included in the agenda for subsequent Review Meetings.

6. Required Consents

City of Palm Desert is responsible for promptly obtaining and providing to Speridian all Required Consents necessary for Speridian to provide the Services described in the SOW. A Required Consent means any consents or approvals required to give Speridian the right or license to access, use and/or modify the hardware, software, firmware, and other products City of Palm Desert uses.

7. Security and Privacy Guidelines

During the Term of any SoW established under the Maintenance Services Agreement, Speridian shall maintain the security and privacy requirements as set forth in the Agreement or as required by City of Palm Desert, and Speridian shall require all subcontractors performing any services under the terms of the Agreement or this SOW, as a condition to their engagement, to provide their services in full compliance with such requirements. Any changes to the existing physical or logical controls that affect, or impact City of Palm Desert must be approved by City of Palm Desert in advance and requested on a Change Request Form.

EXHIBIT "C"
COMPENSATION

The total amount of this Statement of work is **\$205,820**.

Description	Hours	List Rate (Per Hour)	Discounted Rate	Amount
Business License	1360	130	92	\$125,120
Phase 2 Additions	600	130	92	\$55,200
Managed Services Support (6 months, issue/bug fix)	300	130	85	\$25,500
Total	2260			\$205,820

Payment Schedule

Deliverable/Date	Date	Amount
Signed SOW	January 2, 2026	\$34,303.33
Discovery (First Month)	January 31, 2026	\$34,303.33
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Sprint 2 & 3 (Third Month)	March 31, 2026	\$34,303.33
SIT (Fourth Month)	April 30, 2026	\$34,303.33
Production Deployment Business License (Fifth Month)	May 31, 2026	\$34,303.33

Exhibit "A" and "B"