

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS  
OF THE FOLLOWING:  
SAN BERNARDINO COUNTY  
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT  
BOARD GOVERNED COUNTY SERVICE AREAS  
AND RECORD OF ACTION**

**REPORT/RECOMMENDATION TO THE BOARD OF DIRECTORS  
OF THE FOLLOWING:  
BIG BEAR VALLEY RECREATION AND PARK DISTRICT  
BLOOMINGTON RECREATION AND PARK DISTRICT  
AND RECORD OF ACTION**

January 13, 2026

**FROM**

**NOEL CASTILLO, Director and Chief Flood Control Engineer, Department of Public Works – Special Districts, Transportation, and Flood Control District**

**SUBJECT**

Software Services Agreement with OpenGov, Inc., to Provide Software and Support for Cartegraph Asset Maintenance and Operations Management Systems

**RECOMMENDATION(S)**

Acting as the governing body of San Bernardino County, San Bernardino County Flood Control District, all San Bernardino County Board Governed County Service Areas and their Zones, Big Bear Valley Recreation and Park District, and Bloomington Recreation and Park District:

1. Approve the Order Form and Master Services **Agreement No. 26-29**, including non-standard terms, with OpenGov, Inc., for software and support services in the amount of \$2,401,675.90, for the period of September 1, 2025, through August 31, 2030.
2. Authorize a contingency fund of \$125,000 for custom asset configuration, system integration, or programming of necessary changes or additions in the asset and operations management and capital improvement project planning software system and implementation services, as identified and pre-approved by the Director of Public Works or Chief Flood Control Engineer during implementation.
3. Authorize the Director of the Department of Public Works or Chief Flood Control Engineer to approve the expenditure from the contingency fund up to \$125,000 and to order any necessary custom asset configuration, system integration, or programming of necessary changes or additions as identified during implementation.
4. Authorize the Director of the Department of Public Works or Chief Flood Control Engineer to execute non-substantive amendments to the Order Form and Master Services Agreement, as identified during implementation, subject to review by County Counsel.
5. Direct the Director of the Department of Public Works or Chief Flood Control Engineer to transmit any non-substantive amendments to the Order Form and Software Services Agreement to the Clerk of the Board of Supervisors within 30 days of execution.

(Presenter: Byanka Velasco, Assistant Director, 387-7906)

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**COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES**

**Improve County Government Operations.**

**Operate in a Fiscally-Responsible and Business-Like Manner.**

**Ensure Development of a Well-Planned, Balanced, and Sustainable County.**

**Provide for the Safety, Health and Social Service Needs of County Residents.**

**FINANCIAL IMPACT**

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The modules for the Special Districts Water and Sanitation will be funded through the Water and Sanitation cost center within the County Service Area (CSA) 70 Countywide Fund (1052001378). The Parks & Recreation Module will be funded through Parks revenues, and the cost will be shared with the Regional Parks Department (Regional Parks). Appropriate Memoranda of Understanding have been put in place for the Department of Public Works (Department) to bill Regional Parks for their per user and license costs. The Operations Management Modules will continue to be funded through the Department of Public Works – Transportation (6650002000) and the San Bernardino County Flood Control District (SBCFCD) (1970002510).

<b>Contract Term Year</b>	<b>Anniversary/Billing Date</b>	<b>Total Cost Billed</b>
Year one	September 1, 2025	\$434,642.81
Year two	September 1, 2026	\$456,374.96
Year three	September 1, 2027	\$479,193.69
Year four	September 1, 2028	\$503,153.39
Year five	September 1, 2029	\$528,311.05

This item also includes authorization of a \$125,000 contingency fund for custom asset configuration, system integration, or programming of necessary changes or additions in the Asset and Operations Management and Capital Improvement Project Planning Software System and Implementation Services. Any costs from the contingency fund will be funded by the respective sections (Transportation, SBCFCD, Special Districts, Regional Parks) based on the specific changes or additions that may be needed.

Sufficient appropriation and revenue for this item are included in the 2025-26 budget of the respective entities and will be included in future recommended budgets.

**BACKGROUND INFORMATION**

Asset Maintenance (AMS) and Operations Management Systems (OMS) provide tools to more efficiently plan, manage and monitor asset maintenance operations and capital improvement program budgets. AMS and OMS strategies are intended to preserve and extend the lifecycle of assets by systematically intervening at strategic points in an asset's normal life cycle. Typical strategies include preventive maintenance scheduling and the tracking of asset health information, inspection and work history to identify cost savings and efficiency opportunities. The department of Public Works/Special Districts continues to expand use of the proven system to additional business units in the departments. During ongoing implementation activities, the

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original contract lapsed. OpenGov has continued to allow software use and provided support, understanding a contract approval would be sought retroactively to the end date of the previous agreement. The delay in processing this agreement was primarily due to the loss of office support staff, in the Technology Services Division, as many long-term software agreements were coming due for renewal.

To plan and manage the maintenance and improvement of those assets in a web-based system available to a mobile workforce, the Department and SBCFCD are proposing to continue contracting with OpenGov, Inc. (OpenGov), for use of Cartegraph, the Department's Operations and Asset Management Software System. This recommended investment in technology will leverage Geographic Information Systems (GIS), specifically for spatially enabled management of assets, operations and projects, to provide better transparency, data-driven decision making and visually rich, real-time dashboard reporting. Implementation strategies will include an evaluation of the costs and benefits of leveraging Software as a Service, where the system would be hosted in the cloud rather than on County servers. Potential benefits include more reliable field access and reduced long-term maintenance costs for the Department and SBCFCD.

The role of (GIS) is to allow for the consumption of spatial attribute information about assets to visualize assets and work in context with each other, support the allocation of resources, route for proximity and use spatial correlation to improve work and planning outcomes.

The system, and the ability to visualize work in its context provided by GIS, will better equip the Department and SBCFCD to meet their stated goals and objectives to monitor and evaluate operations and implement strategies to continually improve efficiency, effectiveness and collaboration and maximize the use of labor, equipment, and materials.

The proposed joint Order Form and Master Services Agreement (MSA) will continue to provide functionality already in use by the Department and SBCFCD and continue extending the benefits of this system to additional operational activities.

The MSA contains OpenGov's standard commercial software services terms which contain non-standard terms that deviate and omit County standard language, which includes:

1. Payment terms are net 60 days from the date of receipt of invoice with late payment interest of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.
  - County standard payment terms are net 60 days with no interest or late payment penalties.
  - Potential Impact: County standard processing time is 60 days or more. Failing to pay net 60 days will result in a material breach of the contract, which would allow the OpenGov to terminate the contract and seek other legal remedies, including charging the County interest at a rate of 1.5%, which could exceed the MSA amount.
2. There is no termination for convenience in the MSA.
  - The County standard contract gives the County the right to terminate the Contract, for any reason, with a 30-day written notice of termination without any obligation other

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than to pay amounts for services rendered and expenses reasonably incurred prior to the effective date of termination.

- Potential Impact: The County can only terminate the MSA during the term of an uncured breach. Any attempted termination by County without cause would result in payment liability for the full MSA amount, which could result in payment liability where no funds are available due to the lack of allocation or loss of funding.
3. The warranty provided in the MSA is limited to 90 days, provides that the software “AS IS,” and disclaims all warranties of any kind.
- There is no warranty requirement in the County standard contract. The County expects its contractors and service providers to fully warrant the products and services they provide to the County.
  - Potential Impact: The County’s use of the software under the MSA is solely at its own risk. Under California law, sellers are not required to provide any warranty.
4. The MSA limits OpenGov’s liability to the County to the fee amounts actually paid or payable by County to OpenGov for the software and/or services. This includes an express limitation against all incidental, special, indirect, consequential, or punitive damages; loss of profits, use revenue, or data; and business interruption. However, the limitations of liability do not apply to (1) claims based on either party’s intentional breach of its obligations set forth regarding confidentiality, (2) claims arising out of fraud or willful misconduct by either party and (3) either party’s unauthorized use, distribution, or disclosure of the other party’s intellectual property.
- The County standard contract does not include a limitation of liability.
  - Potential Impact: Claims could exceed the liability cap and the MSA amounts, leaving the County financially liable for the excess.
5. The MSA requires that if County fails to pay any sales taxes, then County will be liable for any related penalties or interest and will indemnify OpenGov for any liability or expense incurred in connection with such sales taxes.
- The County standard contract does not include any indemnification or defense by the County of a contractor.
  - Potential Impact: By agreeing to indemnify, the County could be contractually waiving the protection of sovereign immunity. Claims that may otherwise be barred against the County, time limited, or expense limited could be brought against OpenGov without such limitations and the County would be responsible to defend and reimburse OpenGov for costs, expenses, and damages, which could exceed the total MSA amount.
6. The MSA requires OpenGov to defend and hold the County harmless from third-party intellectual property infringement claims arising from use of OpenGov’s software services, subject to certain limitations and exclusions. If an infringement claim occurs, OpenGov may cure the issue, replace the service, or terminate the license and provide a refund and this is the sole remedy with respect to intellectual property indemnification and is subject to the limitation of liability provisions noted above.
- The County standard contract indemnity provision requires the contractor to indemnify, defend, and hold County harmless from third party claims arising out of the acts, errors, or omissions of any person. The standard contract provision for intellectual

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property indemnity is: Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents, and volunteers, from any and all third-party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark, or trade secrets (Intellectual Property Rights) by any goods or services.

- Potential Impact: The provision limits OpenGov's obligation to intellectual property claims only, excludes coverage for certain uses or modifications, is the sole remedy for intellectual property indemnification, and subjects indemnity to the agreement's liability cap. This creates potential exposure for the County if claims fall outside the indemnity scope or exceed the liability limit.

7. The MSA does not require OpenGov to meet the County's insurance standards as required pursuant to County Policy 11-07.

- The County Policy requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and set forth in the County standard contract.
- Potential Impact: The MSA does not include County standard insurance requirements. This means that the County has no assurance that OpenGov will be financially responsible for claims that may arise from the County's use of the software, which could result in expenses to the County that exceed the total MSA amount.

The Department and SBCFCD recommends Board of Supervisors (Board) approval of the joint Order Form and MSA, including the nonstandard terms, in order to acquire software and services for continued utilization by the County, SBCFCD, all Board Governed County Service Areas, Big Bear Recreation and Park District, and Bloomington Recreation and Park District to help meet the goals and objectives of monitoring and evaluating operations and implementing strategies to continually improve efficiency, effectiveness and collaboration and maximize the use of labor, equipment, and materials.

### **PROCUREMENT**

The original contract for Operations Management System is County Contract No. 20-668, which was approved by the Board on August 25, 2020 (Item No. 41), as a result of a competitive procurement. Since the execution of the original agreement, the Department of Public Works and Special Districts (SDD) have merged to achieve greater operational efficiencies. After the merger, County Contract No. 23-215 was approved by the Board on December 19, 2023 (Item No. 113) for the purchase of additional software modules serving the needs of SDD Parks, Regional Parks, and the SDD Water and Sanitation Division. In addition, Cartegraph Systems, LLC, was also purchased by OpenGov. Approval of this item will establish a new non-competitive purchase agreement and contract terms for a new five-year contract recognizing the organizational value that the use of Cartegraph has represented both from the perspective of operational efficiency and in use of the system to support data driven decisions.

Completing a new competitive procurement would result in significant Operational inefficiencies for DPW divisions that are already using the Cartegraph system as well as jeopardizing critical Water and Sanitation maintenance activities that are scheduled to go live in the system in coming months. The Purchasing Department reviewed this item and concurs with the non-competitive procurement.

### **REVIEW BY OTHERS**

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Management Systems  
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This item has been reviewed by County Counsel (Aaron Gest and Sophie Curtis, Deputies County Counsel, 387-5455) on December 17, 2025; Purchasing (Dylan Newton, Buyer III, 387-3377) on October 15, 2025; Risk Management (Stephanie Pacheco, Staff Analyst II, 386-9039) October 20, 2025; Innovation and Technology Department (Lynn Fyhrlund, Chief Information Officer, 388-5501) on November 5, 2025; Finance (Melissa Hale, DPW Budget Officer, 387-8125) on November 4, 2025; and County Finance and Administration (Kathleen Gonzalez, Administrative Analyst, 387-5412) on December 26, 2025.

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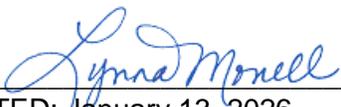
Record of Action of the Board of Directors  
Bloomington Recreation and Park District  
Big Bear Valley Recreation and Park District

Record of Action of the Board of Supervisors  
Board Governed County Service Areas  
San Bernardino County Flood Control District  
San Bernardino County

**APPROVED (CONSENT CALENDAR)**

Moved: Curt Hagman    Seconded: Joe Baca, Jr.  
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD/SECRETARY

BY   
DATED: January 13, 2026



cc: PW/SD - Vogel w/agree  
Contractor - c/o PW/SD w/agree  
File - w/agree  
MBA 01/20/2026