

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY  
AND RECORD OF ACTION**

October 7, 2025

**FROM**

**ENSEN MASON, Auditor-Controller/Treasurer/Tax Collector**

**SUBJECT**

Agreement with Avenu Insights & Analytics, LLC for RevQ+ Software License, Support, and Development

**RECOMMENDATION(S)**

1. Approve **Agreement No. 25-809**, including non-standard terms, with Avenu Insights & Analytics, LLC, for implementation services and annual subscription to the upgraded Revenue Plus Collector System software, RevQ+, to replace the County's core debt collection system, in an amount not to exceed \$1,912,687, for the five-year period of January 1, 2026, through December 31, 2030.
2. Authorize the Auditor-Controller/Treasurer/Tax Collector to execute amendments to the agreement with Avenu Insights & Analytics, LLC for additional programming services up to \$150,000 provided that the amendments do not extend the contract term, subject to County Counsel review.
3. Direct the Auditor-Controller/Treasurer/Tax Collector to transmit all amendments to the Clerk of the Board of Supervisors within 30 days of execution.

(Presenter: Ensen Mason, Auditor-Controller/Treasurer/Tax Collector, 382-7000)

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

**Improve County Government Operations.**

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

**FINANCIAL IMPACT**

Approval of this item will not result in the use of additional Discretionary General Funding (Net County Cost). The total cost of the recommended agreement will not exceed \$2,062,687. This amount includes implementation costs of \$648,977, consisting of \$451,008 for implementation services and \$197,969 for subscription costs during implementation. These implementation costs are funded through the Automated System Development Fund, which received an allocation for this project that was approved by the Board of Supervisors on June 14, 2022 (Item No. 103) as part of the 2022-23 budget. The agreement also includes ongoing subscription costs totaling \$1,263,710 and \$150,000 for additional programming services, if needed, for a total of \$1,413,710, which will be funded through collection revenue and within the Auditor-Controller/Treasurer/Tax Collector's (ATC) Net County Cost allocation. Sufficient appropriation and revenue have been included in the 2025-26 budget and will be included in future recommended budgets.

The additional programming services are estimated at \$150,000 to support ongoing system needs. These additional programming services may be required in the event of future legislative

**Agreement with Avenu Insights & Analytics, LLC for RevQ+ Software  
License, Support, and Development  
October 7, 2025**

changes, changes in business practices, or as other programming needs arise. These programming services will be utilized on an as-needed basis and charged accordingly. As such, if the County does not require any additional programming services, the County will not incur those costs.

**BACKGROUND INFORMATION**

ATC's Revenue Recovery Division (RRD) provides debt collection services to San Bernardino County (County) departments and the Superior Court. For over 40 years, RRD has used the proprietary Revenue Plus Collector System (RPCS) as its primary software application to perform all facets of collection activity, including maintaining account history, notating correspondence, managing balances and payments, sending letters, submitting accounts to tax intercept, tracking workflow, and interfacing automated batch jobs for demographic information. RPCS is scheduled to sunset on December 31, 2025.

The recommended Agreement with Avenu Insights & Analytics, LLC (Avenu) will allow RRD to upgrade its existing RPCS product to RevQ+ and continue using RPCS until the replacement debt collection system goes live. RevQ+ will provide infrastructure and software as a service, with functionality that mirrors the current governmental collections modules in use in RPCS, including account distribution and payment proration, Employment Development Department processing, standard Franchise Tax Board/Court-ordered debt and tax intercept data exchange, and victim restitution management, along with communication channel enhancements. The initial implementation of the new solution is expected to occur over a 10-month timeline, with an anticipated go-live date of November 1, 2026.

Authority for the Auditor-Controller/Treasurer/Tax Collector to execute amendments is requested for RRD to engage Avenu in small programming enhancements, when needed, at a rate of \$250 per hour up to \$150,000. These additional programming services are detailed in additional statements of work (SOW) amending the total contract amount and can vary between a few hours to a few weeks' worth of programming support. The reason for the request for delegation of authority is because drivers necessitating programming enhancements often stem from needed interface optimization between RRD and the several systems it interfaces with daily, such as SAP, EPIC, Odyssey, Payment Express and other data integration services in support of business goals or to comply with implementing legislative changes by set effective dates. In the past three years, RRD has managed 10 unique SOWs at an average annual cost of \$30,000.

The Subscription Agreement for Information Technology (IT) Software and Services (Agreement) is Avenu's standard commercial contract, which includes terms that differ from the standard County contract and omits certain County standard contract terms. While the parties negotiated certain contract terms to County standards, Avenu would not agree to all County standard terms. The non-standard and missing terms include the following:

1. Avenu may assign the Agreement without the County's consent provided that (a) the assignee agrees to the terms of the Agreement; and (b) Avenu notifies the County of such assignment within a reasonable period of time after it occurs.
  - The County standard contract requires that the County must approve any assignment of the contract.
  - Potential Impact: Avenu could assign the Agreement to a third party or business with which the County is legally prohibited from doing business due to issues of Federal debarment or suspension and conflict of interest, without the County's knowledge.

**Agreement with Avenu Insights & Analytics, LLC for RevQ+ Software  
License, Support, and Development  
October 7, 2025**

Should this occur, the County could be out of compliance with the law until it becomes aware of the assignment and terminates the Agreement.

2. Avenu's maximum liability to the County is limited to the fees paid to Avenu under the Agreement, excluding Avenu's indemnity obligations, gross negligence, willful misconduct, and violations of law.
  - The County standard contract does not include a limitation of liability.
  - Potential Impact: Claims could exceed the liability cap and the Agreement amount leaving the County financially liable for the excess.
3. Payment terms are Net 30 date of invoice with late payment interest of the lesser of 8% per annum or the maximum interest rate allowed by law. The County will pay attorneys' fees, legal expenses, and other Avenu costs in a collection action. In addition, Avenu may suspend County access to the service.
  - 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 within 30 days from the invoice date may result in a material breach of the Agreement, which could allow Avenu to terminate the Agreement and seek other legal remedies, including charging the County interest at a rate of 8% annually plus costs of collection, which could exceed the Agreement amount.
4. There is no termination for convenience. The County may only terminate the Agreement if it fails to receive necessary funds for the continued performance under the Agreement upon 30 days' written notice prior to expiration of the current subscription term.
  - 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 than to pay amounts for services rendered and expenses reasonably incurred prior to the effective date of termination.
  - Potential Impact: Upon any termination by either party regardless of cause, the County is required to pay fees through the end of the current subscription period, which could result in payment liability where no funds are available due to lack of allocation or loss of funding.

ATC recommends approval of the Agreement with Avenu, including the non-standard terms, as these services are critical for RRD collections operations.

**PROCUREMENT**

The Purchasing Agent supports the continued use of a non-competitive procurement for entering into a new contract with Avenu to utilize the system upgrade to replace the sunseting software and subscribe to the proprietary debt service software.

**REVIEW BY OTHERS**

This item has been reviewed by County Counsel (Bonnie Uphold, Supervising Deputy Counsel, 387-5455) on September 26, 2025; Risk Management (Gregory Ustaszewski, Staff Analyst, 386-9008) on September 17, 2025; Purchasing (Jessica Barajas, Supervising Buyer, 387-2065) on September 12, 2025; and County Finance and Administration (Jenny Yang, Administrative Analyst, 387-4884) on September 22, 2025.

**Agreement with Avenu Insights & Analytics, LLC for RevQ+ Software  
License, Support, and Development  
October 7, 2025**

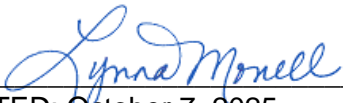
Record of Action of the Board of Supervisors  
San Bernardino County

**APPROVED (CONSENT CALENDAR)**

Moved: Joe Baca, Jr. Seconded: Curt Hagman

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

Lynna Monell, CLERK OF THE BOARD

BY   
DATED: October 7, 2025



cc: ATC - Hermosillo w/agree  
Contractor - c/o ATC w/agree  
File - w/agree

CCM 10/8/2025