



Los Angeles County
Department of Regional Planning
Planning for the Challenges Ahead



Richard J. Bruckner
Director

REVISED

June 24, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 June 24, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**ELECTRONIC PERMITTING AND INSPECTIONS
COUNTY OF LOS ANGELES
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

Award a two-year contract to Tyler Technologies, Inc., in the sum not to exceed \$2,335,308 to provide a commercial-off-the-shelf solution for Electronic Permitting and Inspections County of Los Angeles, formerly known as Permit and Land Management Solutions.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair to execute the attached two-year Agreement between the County of Los Angeles (County) and Tyler Technologies, Inc. (Contractor), effective the day after the Boards approval, with up to two 1-year renewal options at a Contract Sum not to exceed \$2,335,308, including ten percent contingency (Pool Dollars \$212,300) for unforeseen additional work.
2. Authorize the Director of Planning or designee, to increase the Agreement award by an amount not to exceed ten percent of the total Contract Sum for unforeseen additional work within the scope of this Agreement.
3. Authorize the Director of Planning, or designee, to approve and execute amendments to incorporate necessary changes to the Agreement that do not significantly affect the scope-of-work or exceed the maximum Contract Sum of \$2,335,308, including ten percent contingency (Pool Dollars

\$212,300); and to suspend work if, in the opinion of the Director of Planning, it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2007, the Board of Supervisors authorized a Feasibility and Requirements Study (Study) for land use permitting functions, known as Permit and Land Management Solutions, to identify, analyze, and implement improvements to the business processes and supporting technology that would improve the effectiveness and efficiency of the County's land entitlement and permitting functions. The Study was completed in 2010.

Following the recommendations in the Study, the Department of Regional Planning (DRP) initiated and implemented many process improvements. DRP also conducted market research to secure a commercial-off-the-shelf solution to replace DRP's current permit tracking system, with one that adheres to the best practices established by the Study and in the industry. The new commercial-off-the-shelf solution will be named Electronic Permitting and Inspections County of Los Angeles. Electronic Permitting and Inspections County of Los Angeles will allow applicants to submit land development applications electronically. This will reduce the cost related to application submittal as there will be no need to submit numerous copies of paper plans, and will reduce the number of face-to-face meetings between County staff and the applicant which will result in less travel time to County offices. Electronic Permitting and Inspections County of Los Angeles will also provide more certainty with respect to case processing timeframes and will implement a critical portal for easy customer access to project information.

Implementation of Strategic Plan Goals

This action is consistent with the Countywide Strategic Plan Goal No. 1 (Operational Effectiveness) – to maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services. The recommended action will allow DRP to secure an efficient and effective land management solution to improve the entitlement process and related customer service.

FISCAL IMPACT/FINANCING

The Contract Sum of \$2,335,308 is based on the work outlined in the Statement-of-Work and the price quoted by the Contractor. Funding is included in DRP's Fiscal Year 2013-14 Operating Budget. Maintenance and support is approximately \$132,000 annually throughout the initial term of the Agreement and increases by 3% annually for the option years. Ongoing maintenance and support beyond the Agreement term will be included in DRP's Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement (Attachment II) will become effective the day after Board approval and will continue for the initial term of two years. At the end of the initial term, the Agreement may be extended, for up to two additional option years.

The Agreement contains all latest applicable Board mandated provisions, including those pertaining to consideration of hiring qualified County employees targeted for layoffs, contractor responsibility and debarment, Child Support program, GAIN/GROW participants, Safely Surrendered Baby Law, and the provisions of Paid Jury Service time for the Contractor's employees. In addition, Contractor

is required to notify the County when Contract Term is within six months from expiration and when it has reached seventy-five (75%) of the authorized Contract Sum.

This is a non-Prop A Agreement. Consequently, there are no departmental employee relations issues and the contract will not result in a reduction of County services. Furthermore, DRP evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this Agreement. The award of this Agreement will not result in the displacement of any County employees.

The Agreement also contains certain applicable information technology provisions to protect the County in the event of Contractor's deficient performance and/or breach of warranties, including, via example, intellectual property indemnification, assessment of credits against maintenance for Contractor's failure to timely correct deficiencies, and payment withholds. The County will be hosting the software and have a license in perpetuity and without regard to the end of the term of the Agreement.

As a result of the negotiations, the parties agreed to the following deviations from the County standard or preferred agreement provisions:

1. Disclaimer of Warranties – the Agreement provides for industry standard disclaimer that limits the warranties to those specifically identified anywhere in the Agreement.
2. Indemnification, Insurance, Performance Security and Limitation of Liability – the County and Contractor have agreed to minor revisions to the standard County provisions, all with the consent from the Chief Executive Office (CEO) Risk Management Branch. Either party's liability under the Agreement is capped at the maximum Contract Sum, with the exception of certain excluded acts leading to claims, such as intellectual property infringement, which are not subject to the cap.

Data regarding the proposers' minority participation is on file with DRP. The Contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

DRP will not require the Contractor to perform services that exceed the Board-approved contract sum, scope of work, and/or contract term.

This Agreement has been reviewed and approved as to form by County Counsel. The Chief Information Office (CIO) has reviewed and concurs with DRP's recommendation (see CIO analysis in Attachment I). The CEO's Risk Management Branch has reviewed and concurs with provisions relating to insurance and indemnification and any revisions made to such as a result of the negotiations.

ENVIRONMENTAL DOCUMENTATION

The services provided through this Agreement will not have an effect on the environment and therefore, this Agreement is exempt from California Environmental Quality Act (CEQA), pursuant to Section 15378 (b) (4) of the CEQA Guidelines.

CONTRACTING PROCESS

DRP conducted an open and competitive Request for Proposals (RFP) process to solicit the services

in July 2013 for a period of four weeks. Interested parties were required to submit a proposal demonstrating their ability to provide the professional services, software, and hardware as outlined in the Statement-of-Work (SOW). The RFP was made available on the County's "Doing Business With Us" and DRP Websites. DRP received only one qualified proposal.

One of the DRP's objectives in a solicitation was to afford vendors ample but equal opportunity to do business with the County. Thus, DRP re-issued the RFP in October 2013 for a period of five weeks to allow interested vendors more time to submit a proposal. In addition to posting on the Internal Service Department and DRP websites, the RFP was publicized in the Los Angeles Times for three consecutive days, and a mandatory proposers' conference was held. Thirty firms contacted DRP to request a copy of the RFP and two bidders attended the Proposers' Conference.

Two proposals were received by the November 12, 2013 deadline. Both proposals were reviewed for completeness. They were then reviewed using an initial "pass/fail" process to determine whether they met minimum mandatory requirements, consistent with the Selection Process and Evaluation Criteria set forth in the RFP. Both proposals met the minimum mandatory requirements.

A five-member evaluation committee was formed to evaluate the proposals. The committee was comprised of representatives from the CIO, DRP, and Department of Public Works (DPW). The committee members objectively evaluated the proposals submitted by the following:

1. Infor Public Sector (Infor).
2. Tyler Technologies, Inc. (Tyler).

The evaluation committee reviewed the proposals according to the selection process and evaluation criteria and took into consideration staff qualifications, project management methodologies, references, and a live demonstration. Each proposer conducted a demonstration of its proposed solution before the committee. Informed Averaging was used to calculate the final score for each proposer.

The representative from DPW was absent during Infor's demonstration due to an unforeseeable emergency situation. The demonstration proceeded with a quorum of four evaluation committee members and with Infor's consent. Infor's proposal was evaluated based on the average of points awarded by the four members. DRP ensured that the absence of DPW representative did not have a negative impact on Infor's final score.

Following scoring of the proposals based on the evaluation criteria and guidelines, the evaluation committee recommended Tyler for award based on lowest cost and highest overall evaluation score.

DEBRIEFING

On January 6, 2014, DRP notified Infor that it was not selected for contract award and offered to debrief on its proposal evaluation. Infor requested a debriefing, which was conducted on January 14, 2014. Infor was satisfied with the debriefing results, and informed DRP that it would not continue with the protest process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

In addition to many productivity improvements, EPIC-LA will enhance our customers' experience by providing the ability to research, communicate, and initiate projects or request for services from any

Internet connected device.

CONCLUSION

Upon approval of this Agreement, DRP will be able to move forward with the implementation of EPIC-LA, which will greatly enhance the land entitlement process by providing a much better experience to our customers, reduce costs associated with paper copies and more transparency.

Upon the Board's approval, it is requested that the Executive Officer-Clerk of the Board return one adopted stamped copy of the Board letter and two executed copies of the Agreement to DRP for further processing.

Respectfully submitted,



RICHARD J. BRUCKNER

Director



RICHARD SANCHEZ

Chief Information Officer

RJB:DSL:AO:HCC:
hs

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel
Fire Department
Parks and Recreation
Public Health
Public Works



RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Attachment I

Office of the CIO

CIO Analysis

NUMBER:

CA 14-15

DATE:

6/10/2014

SUBJECT:

ELECTRONIC PERMITTING AND INSPECTIONS SYSTEM FOR THE COUNTY OF LOS ANGELES

RECOMMENDATION:

☒ Approve

☐ Approve with Modification

☐ Disapprove

CONTRACT TYPE:

☒ New Contract

☐ Sole Source

☐ Amendment to Contract #: Enter contract #.

☐ Other: Describe contract type.

CONTRACT COMPONENTS:

☒ Software

☐ Hardware

☐ Telecommunications

☒ Professional Services

SUMMARY:

Department Executive Sponsor: Richard J. Bruckner, Director, Department of
Regional Planning

Description: Department of Regional Planning (DRP) seeks to enter into a Contract with Tyler Technologies, Inc. (Contractor) to provide a Commercial-Off-the-Shelf (COTS) system to replace the Department's current land management permitting system. The Electronic Permitting and Inspections System for the County of Los Angeles (EPIC-LA) will implement many improvements identified in the County of Los Angeles' (County) 2010 Permitting and Land Management Solutions Feasibility and Requirements Study (Study).

Contract Amount: \$2,335,308

Funding Source: Fiscal Year (FY) 2013-14
Operating Budget

☐ Legislative or Regulatory Mandate

☐ Subvened/Grant Funded: N/A

Strategic and Business Analysis

PROJECT GOALS AND OBJECTIVES:

In 2010 DRP completed the Study identifying a range of operational and system upgrades to improve the effectiveness and efficiency of the County's land management permitting processes. The EPIC-LA system will enable many of the recommendations to be implemented.

BUSINESS DRIVERS:

The EPIC-LA project seeks to improve the effectiveness and efficiency of the County's land management permitting processes, with an emphasis on improving services to the public.

PROJECT ORGANIZATION:

The Chief Deputy Director of Regional Planning is the project manager. A project team from management and end users worked on the project and will continue the work during the implementation and operational use of the system.

PERFORMANCE METRICS:

System implementation will be managed using project management best practices by both the vendor and DRP. The comprehensive Request for Proposal (RFP) and Contract will be used to verify the system meets the County's functional, technical, and operational requirements. DRP will use the system to report business operational metrics with an emphasis on reducing the time for completing permitting processes while improving quality.

STRATEGIC AND BUSINESS ALIGNMENT:

The Contractor's solution is strongly aligned with DRP's and the County's business objectives for land management permitting, as well as County technology standards and directions.

PROJECT APPROACH:

The EPIC-LA system is a COTS solution. It meets the vast majority of the Department's functional and technical requirements, which are consistent with the requirements defined in the Study. The implementation schedule is anticipated to be 18 months. EPIC-LA will be hosted on the Internal Services Department (ISD) eCloud system. The Contract includes sufficient software user licenses for other County departments that participate in the land development permitting process to use the system, Departments of Public Works, Fire, Public Health, and Parks & Recreation. The Contract allows for other departments to use DRP originated workflows with additional licenses (\$2,999 per department) and at additional costs for services. Negotiated costs for additional modules of the Contract solution is also included in the pricing schedule as options.

ALTERNATIVES ANALYZED:

The Study analyzed whether the system should be based on COTS software, custom developed software, or a middle ground described as a framework approach. While the Study recommended a framework approach, DRP conducted an ongoing market and vendor research prior to issuance of the RFP, and determined the capabilities of the land management software market had progressed to the point where a COTS solution was the best fit for the County's requirements. DRP received two proposal responses to the RFP, and via analysis of the proposals and systems determined, Tyler Technologies solution best meets the County's requirements and lowest cost.

Technical Analysis	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>The Contractor's solution is consistent with the County's IT strategic directions, as well as the functional requirements of DRP. It should support operational improvements of core land management permitting business processes, and provide for a wide range of technology enhancements, including public access, mobile use by field personnel, and electronic document management and workflow.</p>																				
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CIO Approval

PREPARED BY:



John Arnstein, Sr. Associate CIO6-12-2014
Date

APPROVED:



Richard Sanchez, County Chief Information Officer6-12-14
Date

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>



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John Arnstein, Sr. Associate CIO

6-12-2014

Date

APPROVED:



Richard Sanchez, County Chief Information Officer

6-12-14

Date

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Agreement

**by and between
County of Los Angeles
and
Tyler Technologies, Inc.
for**

The Electronic Permitting and Inspections System for the County of Los Angeles

“EPIC-LA”

June 2014

78227

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EXHIBITS, ATTACHMENTS AND SCHEDULES

Exhibit A	Statement of Work
Attachment A.1	Project Plan
Schedule 1:	Sample Work Acceptance Form
Schedule 2:	Sample Change Notice Form
Schedule 3:	Hardware/Software Requirements
Schedule 4:	Sample Custom Programming Request Form
Schedule 5:	Data Conversion Template Database (DCT-DB) Database Model
Schedule 6:	Data Conversion Template Database (DCT-DB) Guidelines
Attachment A.2	Functional Requirements ó PROPRIETARY & CONFIDENTIAL
Attachment A.3	County Environment Architecture
Exhibit B	Maintenance and Support
Attachment B.1	Support Call Process
Attachment B.2	Priority Level Definitions
Exhibit C	Pricing and Payment Schedule
Attachment C.1	Business Travel Policy Summary
Exhibit D	Estimated Project Schedule
Exhibit E	Administration of Agreement
Exhibit F	Contractor's EEO Certification
Exhibit G	Confidentiality Agreement
Exhibit H	Jury Service Ordinance
Exhibit I	Safely Surrendered Baby Law
Exhibit J	Source Code Escrow Agreement
Exhibit K	Contractor's Proposal [incorporated by reference]
Exhibit L	Request for Proposals [incorporated by reference]
Exhibit M	MyGovPay/Virtual Pay

This Agreement is entered into this 24TH day of JUNE, 2014 by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter "County"), and Tyler Technologies, Inc., a Delaware corporation (hereinafter Contractor).

RECITALS

WHEREAS, Contractor is qualified by reason of experience, preparation, equipment, organization, qualifications and staffing to provide to County the work contemplated by this Agreement; and

WHEREAS, County is authorized by, inter alia, California Government Code sections 26227 and 31000 to contract for goods and services, including the work contemplated herein; and

WHEREAS, County issued a Request for Proposals ("RFP") for the provision and maintenance of the Electronic Permitting and Inspections System for the County of Los Angeles ("EPIC-LA"), formerly known as Permitting and Land Management Solution ("PALMS"); and

WHEREAS, Contractor has submitted a proposal to County for the provision and maintenance of the EPIC-LA, based on which Contractor has been selected for recommendation for award of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein and for good and valuable consideration, County and Contractor agree as follows:

1. Applicable Documents

1.1 Interpretation

The provisions of this Base Agreement, along with Exhibits A through M, including Attachments and Schedules thereto, collectively form and hereinafter are referred to as the "Agreement." In the event of any conflict or inconsistency in the foregoing, then such conflict or inconsistency shall be resolved by giving precedence first to this Base Agreement, and then to the Exhibits, Attachments and Schedules, according to the following descending priority:

Exhibit A ☐ Statement of Work

Attachment A.1 ☐ Project Plan

Schedule 1: Sample Work Acceptance Form

Schedule 2: Sample Change Notice Form

Schedule 3: Hardware/Software Requirements

Schedule 4: Sample Custom Programming Request Form

Schedule 5: Data Conversion Template Database (DCT-DB)
Database Model

Schedule 6: Data Conversion Template Database (DCT-DB)
Guidelines

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Attachment A.2	-	Functional Requirements ó PROPRIETARY & CONFIDENTIAL
Attachment A.3	-	County Environment Architecture
Exhibit B	ó	Maintenance and Support
Attachment B.1	-	Support Call Process
Attachment B.2	-	Priority Level Definitions
Exhibit C	ó	Pricing and Payment Schedule
Attachment C.1	-	Business Travel Policy
Exhibit D	ó	Project Schedule
Exhibit E	ó	Administration of Agreement
Exhibit F	ó	Contractor's EEO Certification
Exhibit G	ó	Confidentiality Agreement
Exhibit H	ó	Jury Service Ordinance
Exhibit I	ó	Safely Surrendered Baby Law
Exhibit J	ó	Source Code Escrow Agreement
Exhibit K	ó	Contractor's Proposal [incorporated by reference]
Exhibit L	ó	Request for Proposals [incorporated by reference]
Exhibit M	ó	MyGovPay/Virtual Pay

1.2 Entire Agreement

This Base Agreement, together with the Recitals and all Exhibits, Attachments and Schedules, constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Agreement.

2. Definitions

The terms and phrases in this Paragraph 2 in quotes and with initial letter capitalized, whether singular or plural, shall have the particular meanings set forth below whenever such terms are used in the Agreement.

2.1 Acceptance

The term "Acceptance" shall mean County's written approval, in the form of a sign-off, of Work and Work Orders, according to mutually agreeable criteria and the processes set forth in the parties' Statement of Work and Project Plan.

2.2 Additional Applications

The term "Additional Applications" shall mean any additional Contractor application software that County may license from Contractor following Go-Live through an Amendment under the terms of Paragraph 5.3.

2.3 Additional Consulting

The term "Additional Consulting" shall mean those consulting services Contractor may provide County as part of the Additional Services following Go-Live in accordance with the parties' Statement of Work.

2.4 Additional Customizations

The term "Additional Customization(s)" shall mean configurations and any other customizations of the Application Software that Contractor may provide to County as part of the Additional Services. Once there has been Acceptance of any Additional Customizations, those Additional Customizations shall become part of, and be deemed, Application Software for the purpose of this Agreement.

2.5 Additional Interfaces

The term "Additional Interface(s)" shall mean any Interfaces that Contractor may provide to County as part of the Additional Services. Once there has been Acceptance of any Additional Interfaces, those Interfaces shall become part of, and be deemed, Application Software for the purpose of this Agreement.

2.6 Additional Services

The term "Additional Services" shall mean any Additional Consulting, Additional Customizations, Additional Interfaces, or Additional Training that Contractor may provide to County following Go-Live, according to the terms of the parties' Statement of Work.

2.7 Additional Training

The term "Additional Training" shall mean the additional Training which Contractor may provide to County as part of the Additional Services.

2.8 Amendment

The term "Amendment" shall have the meaning set forth in Paragraph 5.3, below.

2.9 Application Software

The term "Application Software" shall mean Contractor's proprietary software products, including any Third Party Application, that Contractor is licensing to County under this Agreement as of the Effective Date, as well as any Interfaces, customizations, and modifications to the Application Software that are delivered as part of the Implementation Services.

2.10 Application Software Updates

The term "Application Software Update(s)" shall mean and include any additions to and/or replacements of the Application Software, generally available or made generally available to Contractor's Application Software customers, and shall include all Application Software performance and functionality enhancement releases, new Version Releases, embedded Third Party Application upgrades, improvements, interim updates, including fixes and patches, Defect corrections, and other modifications to the Application Software, including but not limited to those required for the Application Software to remain in compliance with applicable federal and State laws and regulations and the terms of this Agreement, provided by Contractor in accordance with Exhibit B (Maintenance and Support).

2.11 Base Agreement

The term "Base Agreement" shall mean Paragraphs 1 through 63 herein.

2.12 Board of Supervisors; Board

The terms "Board of Supervisors" and "Board" shall mean County's Board of Supervisors, which is the governing body of County.

2.13 Business Day

The term "Business Day" shall mean Monday through Friday, excluding County or Contractor observed holidays, unless stated otherwise herein.

2.14 Change Notice

The term "Change Notice" shall have the meaning set forth in Paragraph 5.2, below.

2.15 Confidential Information

The term "Confidential Information" shall mean records, materials, documents, data and/or other information, including, but not limited to, billing and sensitive financial information, intellectual property, health information and any other data, records and information, received, obtained and/or produced or identified as confidential by the disclosing party, or which the receiving party would reasonably understand to be confidential under applicable federal, State or local law. Confidential Information does not include information that: (i) at the time of the disclosure is in the public domain; (ii) after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party; (iii) a party can establish by reasonable proof was in that party's possession at the time of disclosure; (iv) a party receives from a third party who has a right to disclose it to that party.

2.16 Contract Sum

The term "Contract Sum" shall mean the total monetary amount payable by County to Contractor hereunder, as set forth in Paragraph 8.1 (Contract Sum).

2.17 County Environment

The term "County Environment" shall mean the County hardware and software, including workstations, Servers and Third-Party Software provided by County in accordance with Contractor's specifications.

2.18 County Materials

The term "County Materials" shall mean any documents, records, data or other information generated or maintained by County, independently of Contractor, and provided to Contractor under this Agreement.

2.19 Defect; Defective

A "Defect" shall mean a failure of the Application Software to substantially conform to the then-current specifications and the Functional Requirements. In the event of conflict between the afore-mentioned documents, the then-current specifications will control. The Application Software is "Defective" if it contains a Defect.

2.20 Director

The term "Director" shall mean and refer to County's Director of DRP, including any designee.

2.21 Dispute Resolution Procedure

The term "Dispute Resolution Procedure" shall mean and refer to the provisions of Paragraph 47 describing the procedure for resolving the disputes arising under or with respect to this Agreement.

2.22 Documentation

The term "Documentation" shall mean any and all hard-copy and electronic written materials provided or made available by Contractor under this Agreement, including but not limited to documentation relating to the Application Software, such as user guides, manuals and reference materials.

2.23 DRP

The term "DRP" shall mean the County's Department of Regional Planning.

2.24 Effective Date

The term "Effective Date" shall mean the date of execution of this Agreement by County and the authorized representative(s) of Contractor.

2.25 Extended Term

As used herein, the term "Extended Term" shall have the meaning specified in Paragraph 7.3 (Extended Term).

2.26 Functional Requirements

The term "Functional Requirements" shall mean the Contractor's affirmative responses to the functional requirements for the Application Software provided in Contractor's Proposal, as specified in Attachment A.2 (Functional Requirements).

2.27 Force Majeure

The term "Force Majeure" shall mean an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause which could not with reasonable diligence be controlled or prevented by the party.

2.28 Go-Live

The term "Go-Live" shall mean the first point at which the County may use the Application Software in the Production Environment.

2.29 Implementation Services

The term "Implementation Services" shall mean those Services to be provided by Contractor as part of the Application Software implementation, as further outlined in Exhibit A (Statement of Work) and detailed in Attachment A.1 (Project Plan).

2.30 Initial Term

The term "Initial Term" shall have the meaning specified in Paragraph 7.1 (Initial Term).

2.31 Interfaces

The term "Interface(s)" shall mean the set of software mechanisms, consisting of Interfaces provided as part of the original Implementation Services scope, if any, and Additional Interfaces, which may be provided by Contractor under this Agreement, which allow the transfer of electronic data and/or software commands between computer systems, networks, applications or modules.

2.32 License

The term "License" shall have the meaning specified in Paragraph 11 (License).

2.33 Maintenance and Support Services Fees

The term "Maintenance Fee(s)" shall mean the annual fees to be paid by County to Contractor for the provision of Maintenance and Support Services.

2.34 Maintenance and Support Services

The term "Maintenance Services" shall mean any goods or services provided under this Agreement for maintaining the Application Software, including but not limited to Application Software Updates, and customer support as further specified in Exhibit B (Maintenance and Support).

2.35 Optional Term

The term "Optional Term" shall have the meaning specified in Paragraph 7.2.

2.36 Pool Dollars

The term "Pool Dollars" shall mean the maximum amount allocated under this Agreement for the provision by Contractor of Additional Services, the licensing of Additional Applications, or the payment of any other cost or expense arising under this Agreement and mutually agreed to by the parties.

2.37 Pricing and Payment Schedule

The term "Pricing and Payment Schedule" shall mean prices for Application Software and Services, rates and other fees identified as Exhibit C (Pricing and Payment Schedule), including any Attachment(s) thereto.

2.38 Production Environment

The term "Production Environment" shall mean the environment in which the Application Software is put into Production Use.

2.39 Production Use

The term "Production Use" shall mean the use of the Application Software for the performance of County's operations commencing upon Go-Live.

2.40 Project Schedule

The term "Project Schedule" shall mean the agreed-upon, estimated timeline for delivery of the Implementation Services, as set forth in Exhibit D (Project Schedule).

2.41 Release Conditions

As used herein, the term "Release Condition(s)" shall have the meaning set forth in Paragraph 12 (Source Code).

2.42 Reviewing Agencies

The term "Reviewing Agencies" shall mean those County agencies who, in the normal course of business, have the need to access and/or review the permitting and inspection records that are generated by, or originate from, the DRP using the Application Software.

2.43 Server

The term "Server" shall mean the architectural and operational environment for the Application Software provided by County as part of the County Environment in accordance with Contractor's specifications.

2.44 Services

The term "Service(s)" shall mean Implementation Services, Maintenance and Support Services, and any services that are part of the Additional Services provided by Contractor under this Agreement.

2.45 Source Code

The term "Source Code" shall mean the source code for the Application Software, to the extent available, developed by Contractor and then provided to County according to the terms of this Agreement.

2.46 Source Code Escrow Agreement

As used herein, the term "Source Code Escrow Agreement" shall mean an agreement between Contractor and County, including all addenda, amendments and modifications thereto, for enrolling the County in Contractor's Two Party Master Escrow Service Agreement, dated March 17, 2009, with Iron Mountain Intellectual Property Management in accordance with Paragraph 12 (Source Code). Contractor's current Source Code Escrow Agreement is provided at Exhibit J (Source Code Escrow Agreement).

2.47 State

The term "State" means the State of California.

2.48 Statement of Work; SOW

The terms "Statement of Work" and "SOW" shall mean the Exhibit A outlining the manner in which Contractor shall deliver the Work and perform the Implementation Services.

2.49 Task; task; Subtask; subtask

The terms "Task", "task", "Subtask" and "subtask" shall mean one of the areas of Work identified in Exhibit A (Statement of Work).

2.50 Third Party Application

The term "Third Party Application" shall mean the third-party software, if any, embedded into the Application Software.

2.51 Third Party Products

The term "Third Party Product" shall mean any product of third parties that may be provided by Contractor to County under this Agreement, if any.

2.52 Third Party Software

The term "Third Party Software" shall mean any software of third parties that may be provided by County pursuant to Contractor's specifications or approval.

2.53 Training

The term "Training" shall mean training relating to the Application Software to be provided by Contractor pursuant to this Agreement.

2.54 User

The term "User" shall mean the County's authorized users at the DRP and Reviewing Agencies who are authorized to access or use the Application Software pursuant to this Agreement.

2.55 User Acceptance Test; UAT

The terms "User Acceptance Test" and "UAT" shall have the meaning specified in Exhibit A (Statement of Work) and the Project Plan (Attachment A.1).

2.56 Version Release

The term "Versions Release" shall mean Contractor's Application Software major version upgrade which may contain new software functionalities and features and/or system compatibilities.

2.57 Work

The term "Work" shall mean any and all tasks, subtasks, and other deliverables to be provided, by or on behalf of Contractor, as part of the Implementation Services.

2.58 Work Order

The term "Work Order" shall mean the terms outlining the scope and price of any Additional Services agreed to by County and Contractor, as set forth in the parties' Statement of Work.

3. Administration of Agreement – County

3.1 County Administration

All persons administering this Agreement on behalf of County and identified in Paragraph 3.2 below (hereinafter "County Key Personnel") will be listed in Paragraph 1 (County Key Personnel) of Exhibit E (Administration of Agreement), which shall be prepared during project kick-off and become a part of this Agreement when finalized. County Key Personnel shall be understood to include his or her designee. County will notify Contractor in writing of any change in the names and/or addresses of County Key Personnel.

No member of County Key Personnel is authorized to make any changes in any of the terms and conditions of this Agreement other than those specifically authorized under Paragraph 5 (Change Notices and Amendments).

3.2 County Key Personnel

3.2.1 County's Project Director

County's Project Director will be responsible for ensuring that the objectives of

this Agreement are met. County's Project Director will have the right, at all times, to inspect any and all Work provided by or on behalf of Contractor. All Work performed must have been approved by County's Project Director, according to the terms set forth in the Statement of Work and the Project Plan, before the corresponding milestone for Implementation Services may be submitted for payment under the Pricing and Payment Schedule (Exhibit C).

3.2.2 County's Project Manager

County's Project Manager will be responsible for ensuring that the technical, business and operational standards and requirements of this Agreement are met. County's Project Manager will interface with Contractor's Project Manager on a regular basis. County's Project Manager will report to County's Project Director regarding Contractor's performance with respect to technical, business and operational standards and requirements of the Agreement.

3.2.3 DRP Project Manager

The DRP Project Manager will be responsible for ensuring that the DRP's technical, business and operational standards and requirements under this Agreement are met. The DRP Project Manager will advise County's Project Manager as to Contractor's performance with respect to such requirements and standards. The DRP Project Manager will interface with Contractor's Project Manager on a regular basis or as otherwise required by County.

3.3 County Supervision and Cooperation

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. County acknowledges that the implementation of the Application Software is a cooperative process requiring the time and resources of County personnel. County shall, and shall cause County personnel to, use all reasonable efforts to cooperate with and assist Contractor as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Contractor shall not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by County personnel to provide such cooperation and assistance (either through action or omission).

4. Administration of Agreement – Contractor

4.1 Contractor Administration

All persons administering this Agreement on behalf of Contractor and identified in this Paragraph 4.2 below (hereinafter "Contractor Key Personnel") will be listed in Paragraph 2 (Contractor Key Personnel) of Exhibit E (Administration of Agreement), which shall be prepared during project kick-off and become a part of this Agreement when finalized. Contractor Key Personnel include his or her designee. All staff employed by and/or behalf of Contractor, including the persons listed in such Paragraph 2 (Contractor Key Personnel) of Exhibit E (Administration of Agreement), shall be adults who are fully fluent in both spoken and written English and are U.S. citizens or legally authorized to work in the United States. Contractor shall notify County in writing of any change in the names and/or addresses of Contractor Key Personnel.

No member of Contractor Key Personnel is authorized to make any changes in any of the terms and conditions of this Agreement other than those specifically authorized under Paragraph 5 (Change Notices and Amendments).

4.2 Contractor Key Personnel

4.2.1 Contractor's Project Director

Contractor's Project Director shall be responsible for Contractor's performance of all its work under the Agreement and ensuring Contractor's compliance with this Agreement. Contractor's Project Director shall meet and confer with County's Project Director on a regular basis, at least monthly or as otherwise required by County, to review project progress and to discuss project coordination. Such meetings shall be conducted via teleconference or at a time and place agreed to by County's Project Director and Contractor's Project Director.

4.2.2 Contractor's Project Manager

Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Exhibit A (Statement of Work) and Attachment A.1 (Project Plan). Contractor's Project Manager shall interface with County's Project Manager on a regular basis and shall be available during Business Days between the hours of 8:00 a.m. and 5:00 p.m. Pacific Time, or as otherwise required by County and this Agreement, for telephone contact and/or to meet with County personnel regarding the operation of this Agreement, as required by County's Project Director. Contractor's Project Manager shall meet and confer with County's Project Manager on a regular basis, at least monthly or as otherwise required by County, to review project progress and discuss project coordination. Such meetings shall be conducted via teleconference or at a time and place agreed to by County's Project Manager and Contractor's Project Manager.

4.3 Approval of Contractor's Key Staff

4.3.1 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner. Contractor shall provide County with a resume of each proposed initial Contractor Key Staff member and an opportunity to interview such person at County's expense prior to his/her performance of any Work hereunder.

4.3.2 County's Project Manager, in his/her reasonable discretion, may require replacement of any member of the Contractor Key Staff identified in Exhibit E and performing, or offering to perform, Work hereunder. In the event a replacement Contractor Key Staff member is requested, Contractor will make available the resume of the proposed replacement(s) and an opportunity for County to interview that proposed replacement at County's expense. The parties shall mutually agree upon the timeframe within which Contractor must provide that replacement. Contractor shall have no liability for changes or delays to the Project Schedule (Exhibit D) arising from County's exercise of rights under this Paragraph 4.3.2.

4.3.3 In addition, Contractor shall provide to County's Project Director an executed Confidentiality Agreement (Exhibit G) no later than the date any member of the Contractor Key Staff first performs Work under this Agreement.

4.3.4 Contractor shall, to the maximum extent possible, take all necessary steps to ensure continuity of the Contractor Key Staff. Contractor shall fill any vacancy in Contractor Key Staff with personnel having qualifications at least equivalent to those of the Contractor Key Staff member(s) being replaced. In the event Contractor should ever need to remove any member of the Contractor Key Staff, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible. Whenever Contractor Key Staff is removed, Contractor shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.

4.4 Background and Security Investigations

4.4.1 All Contractor personnel performing Work under this Agreement shall have undergone Contractor's standard background check, which includes a criminal history check (diligence plus, county/state, sex offender list), social security verification, vehicle history information, and other checks such as court and other fees.

4.4.2 County may immediately, in its sole discretion, deny or terminate facility access to any Contractor staff, including subcontractor staff, who do not pass such background investigation(s) to the reasonable satisfaction of County and/or whose background or conduct is incompatible with County's facility access.

4.4.3 Disqualification, if any, of Contractor's staff, including subcontractor staff, pursuant to this Paragraph 4.4 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

4.5 Rules and Regulations

During the time when Contractor's employees, subcontractors or agents are at County facilities, such persons shall be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons who are to provide Work with such rules and regulations. In the event that County determines that an employee, subcontractor or agent of Contractor has violated any applicable rule or regulation, County shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw its employee, subcontractor or agent from the provision of Work upon receipt of written notice from County that: (i) such employee, subcontractor or agent has violated such rules or regulations; or (ii) such employee's, subcontractor's or agent's actions, while on County premises, indicate that the employee, subcontractor or agent may adversely affect the provision of Work. Upon removal of any employee, subcontractor or agent, Contractor shall replace the employee, subcontractor or agent consistent with the provisions of Paragraph 4.3.4.

4.6 Access to County Facilities

Contractor, its employees and agents may be granted access to County facilities, with prior notification to County's Project Manager, for the purpose of performing Work. Access shall be restricted to County's normal business hours (8AM-5PM PST on Business Days). Access outside those hours must be approved in advance by County's Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy or other property rights in County facilities. Contractor shall provide each member of Contractor staff performing Work at a County facility with a photo identification badge bearing the Contractor logo and the Contractor staff name. Contractor staff shall maintain these badges on their person at all times when performing Work at a County facility, and shall be accompanied by County personnel at all times, unless otherwise approved by County's Project Manager.

County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County's Project Manager, at County facilities on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

4.7 Physical Alterations

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the Director, County's Project Director and the Director of County's Internal Services Department, in their discretion.

4.8 Staff Performance While under the Influence

Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform Services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his or her physical or mental performance.

5. Changes Notices and Amendments

5.1 General

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes to any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph 5. Each party reserves the right to request a change in scope of the Work or Services required under this Agreement, and/or to any other provision of this Agreement. All such changes shall be accomplished only as provided in this Paragraph 5.

5.2 Change Notices

For any change which does not modify the scope of Work or Additional Services, the Initial Term or Optional Term, the Pricing and Payment Schedule, or the Project Schedule, a Change Notice shall be mutually agreed to by the parties, and executed by County's Project Director and Contractor's authorized signatory.

5.3 Amendments

For any change agreed to by the parties which modifies the scope of Work or Additional Services, the Initial Term or Optional Term, the Pricing and Payment Schedule or Project Schedule, or any term or condition included in this Agreement, a negotiated written Amendment to this Agreement shall be prepared and executed by the authorized representatives of County and Contractor.

5.4 Electronic Transmission

Except for the parties' initial signatures to this Agreement or any Amendment, which must be provided in "original" form and not electronically, County and Contractor hereby agree to regard electronic representations of original signatures of authorized officials of each party as legally sufficient evidence that such original signatures have been affixed to Change Notices, such that the parties need not follow up electronic transmissions of such documents by subsequent (non- electronic) transmissions of "original" versions of such documents.

6. Scope

6.1 License and Services

On the terms set forth in this Base Agreement, Contractor shall license the Application Software and provide the Services, as further detailed in Exhibit A and its Attachments (as to Implementation Services) and Exhibit B (as to Maintenance and Support Services). Contractor's obligations are contingent upon County's payment to Contractor of the fees and applicable taxes set forth in Exhibit C (Pricing and Payment Schedule) and invoiced by Contractor.

6.2 Unapproved Work

If Contractor provides any Services to County other than those specified in this Agreement, or if Contractor provides such items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County therefor.

7. Term

7.1 Initial Term

The term of this Agreement shall commence upon the Effective Date and shall expire two (2) years thereafter (hereinafter "Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

7.2 Optional Term

At the end of the Initial Term, County may, at its sole option, extend the Agreement, or components thereof, for up to two (2) additional consecutive one (1) year terms (hereinafter the "Optional Term"). The terms and conditions of this Agreement shall apply during any Optional Term. County shall be deemed to have exercised its extension option(s) automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term or the Optional Term, as applicable, County notifies in writing Contractor that it elects not to extend the Agreement pursuant to this Paragraph 7. An Initial Term or Optional Term, if not renewed, shall lapse upon its expiration date.

In the event County fails to extend an Initial Term or Optional Term, Contractor's obligations under the Agreement, including but not limited to its provision of Maintenance and Support Services under Exhibit B, shall expire.

7.3 Extended Term

In the event County exercises its option to extend the Agreement for the full Optional Term, County may thereafter seek to amend the Agreement, pursuant to Paragraph 5.3, for as many additional consecutive one (1) year terms as approved by the Board of Supervisors and agreed to by Contractor (hereinafter the "Extended Term"). The terms and conditions of this Agreement shall apply during any Extended Term, with the exception of pricing and other terms which, by their nature, must be updated to reflect the passage of time and as otherwise mutually agreed to by the parties.

7.4 Notice of Expiration

Contractor shall notify County when this Agreement is within six (6) months from the expiration of the Initial Term. On or around that date, Contractor shall send written notification to County's Project Director at the address set forth in Paragraph 1 (County Key Personnel) of Exhibit E (Administration of Agreement). Notwithstanding the foregoing, Contractor's failure to provide such notification shall not constitute a material breach of this Agreement.

8. Contract Sum

8.1 Contract Sum

The Contract Sum under this Agreement shall be the total fees payable by County to Contractor for supplying all the Application Software, Services and any Third Party Products. The Contract Sum authorized by County hereunder shall not exceed two million three hundred and thirty-five thousand three hundred and eight dollars (\$2,335,308) as further detailed in Exhibit C (Pricing and Payment Schedule), unless the Contract Sum is modified pursuant to a duly approved Amendment pursuant to Paragraph 5.3.

8.2 Tracking Fees for Implementation Services

Contractor shall maintain a system of record-keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum allocated to Implementation Services. Upon occurrence of this event, Contractor shall provide written notification to County's Project Director at the address set forth in Paragraph 1 (County Key Personnel) in Exhibit E (Administration of Agreement). Notwithstanding the foregoing, Contractor's failure to provide such notification shall not constitute a material breach of this Agreement.

8.3 Additional Services and Additional Applications

Contractor shall provide to County any Additional Services and Additional Applications using Pool Dollars, or other funds as approved by the Board. Contractor's rates for Additional Services shall be subject to the applicable pricing terms set forth in Exhibit C (Pricing and Payment Schedule). Absent an Amendment in accordance with Paragraph 5.3, the Pool Dollars are the aggregate amount available during the Initial Term and any Optional Term of this Agreement for Additional Services and Additional Applications.

8.4 Non-Appropriation of Funds

County's financial obligation hereunder is payable only and solely from funds that have been appropriated for the purpose of this Agreement through the Initial Term and any Optional Term. Notwithstanding any other provision of this Agreement, after expiration of the Initial Term and any Optional Term, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board of Supervisors appropriates funds for any Extended Term. In the event that such funds are not appropriated for this Agreement, then County shall, at its sole discretion, either (i) terminate this Agreement as of June 30 of the last fiscal year for which funds were appropriated or (ii) reduce the Work or other Services to be provided hereunder in accordance with the funds appropriated, as mutually agreed to by the parties. County will notify Contractor in writing of any such non-appropriation of funds at the earliest possible date. County shall remit payment for all Application Software and Services delivered to County, and all expenses incurred by Contractor, prior to the effective date of termination. County will not be entitled to a refund or offset of previously paid License and/or other fees and expenses.

9. Invoices and Payments

9.1 Submission of Invoices

Contractor shall invoice County based on the schedule and prices set forth in Exhibit C (Pricing and Payment Schedule). All invoices and supporting documents under this Agreement shall be submitted to the person and at the address designated in Paragraph 1 (County Key Personnel) of Exhibit E (Administration of Agreement) as County's Project Manager.

9.2 Invoice Details

Each invoice submitted by Contractor shall indicate, at a minimum:

1. The Agreement number;
2. The invoiced Application Software, Work, or other Services, including the associated price and milestone, as applicable;
3. A copy of any sign-offs indicating Acceptance of Work being invoiced;
4. The deduction of any remedy provided under Exhibit B; and
5. Any other information reasonably required by County's Project Director.

9.3 Approval of Invoices

All invoices submitted by Contractor to County for payment shall have County's written approval as provided in this Paragraph 9, which approval shall not be unreasonably withheld.

9.4 Invoice Discrepancies

In the event County believes Application Software or Services do not conform to warranties in this Agreement, County's Project Director will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review

the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. Contractor and County will develop a plan outlining the reasonable steps to be taken by Contractor and County to resolve any issues presented in County's notice to Contractor. County may withhold payment of the amount actually in dispute until Contractor completes its action items outlined in the plan. The foregoing notwithstanding, if Contractor is unable to complete its actions outlined in the plan because County has not completed its action items outlined in the plan, County will remit full payment of the invoice. If County's Project Director does not receive a written explanation for the charges within the aforementioned thirty (30) day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure.

All Contractor correspondence relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to County's Project Manager, with a copy to County's Project Director at the addresses specified in Paragraph 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

9.5 Taxes

Each party will be responsible for any taxes it incurs in its regular course of business, including its performance under this Agreement. Without limiting the foregoing, Contractor agrees that Contractor is responsible for taxes on Contractor's income or gross revenue, personal property, and employee payroll and similar taxes.

9.6 Payments

County will pay all invoiced amounts to Contractor within thirty (30) days of receipt of invoices that have not been disputed in accordance with Paragraph 9.4 (Invoice Discrepancies) above. County's failure to pay within the thirty (30) day period, however, shall not entitle Contractor to impose an interest on any late payment.

9.7 Payments for Canceled Implementation Services

In the event County cancels any Implementation Services less than two (2) weeks in advance, County is liable to Contractor for (i) all non-refundable expenses incurred by Contractor on County's behalf; and (ii) hourly fees associated with the canceled services if Contractor is unable to re-assign its personnel.

10. Ownership

10.1 County Environment

Contractor acknowledges that County, or the rightful third-party owner, owns all County Environment components, as may be specified in Attachment A.4 (County Environment Architecture).

10.2 County Materials

All County Materials shall remain the sole property of County.

10.3 Application Software

All Application Software and Documentation provided by Contractor to County pursuant to this Agreement, as well as any Third Party Products and related Documentation, is and shall remain the property of Contractor or any rightful third-party owner, with whom all proprietary rights shall reside, consistent with the terms of the License granted pursuant to Paragraph 11 (License) below.

The Application Software is proprietary to Contractor and has been developed as trade secrets at Contractor's expense. County shall use best efforts to keep the Application Software confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Application Software by any party.

Any developer of Third-Party Products, including any Third-Party Application, shall retain all attendant right, title and interest in and to that software.

10.4 Work Product

Contractor, or the rightful third-party software owner, shall remain the sole owner of all right, title and interest in and to the Application Software provided by Contractor, including any derivative works and work papers. Derivative works do not include any County Materials.

11. License

11.1 License Grant

Subject to the provisions of Paragraph 10, Contractor hereby grants to County a perpetual, non-exclusive, non-transferable, royalty-free, revocable license to make the Application Software and related Documentation available to the Users in accordance with the License scope set forth in this Paragraph 11 (hereinafter "License"). This License is revocable by Contractor if County fails to comply with the terms and conditions of this Agreement, including without limitation, County's failure to timely pay the Application Software fees in full. Upon County's payment in full for the Application Software, this License will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement. To the extent County purchases MyGovPay/Virtual Pay and/or IVR, additional terms and conditions related to those applications are set forth at Exhibit M. Notwithstanding the foregoing, upon mutual agreement of the parties, County may obtain its own license for any Third Party Software, the term and scope of which shall be subject to the terms of County's agreement with the provider of such Third Party Software.

11.2 License Term

The License granted under this Agreement shall commence upon the Effective Date and shall continue in perpetuity and without regard to the end of the term of this Agreement, unless terminated as specified herein.

11.3 Scope of License.

The License rights extend to the DRP and the permitting and inspection records that it generates, or that otherwise originate with the DRP, and the Reviewing Agencies. As of the Effective Date, the parties agree that the total number of Users shall not regularly or meaningfully exceed two hundred (200) without the required purchase of a more extensive site license or named-user licenses, as set forth in Exhibit C (Pricing and Payment Schedule). Subject to those limitations,

the License provides County with the following User rights:

11.3.1 To use, install, integrate with other software, operate and execute the Application Software in the County Environment on an unlimited number of computers, Servers, local area networks and wide area networks, including web connections, for use as provided in the Agreement;

11.3.2 To use, modify, copy, translate and compile the Application Software, and to maintain and support the Application Software after such time as one of the Release Conditions has occurred;

11.3.3 To use, modify, copy and display the Documentation, including but not limited to user manuals for the Application Software, but only for the Users' internal reference purposes, and as necessary or appropriate to enjoy and exercise fully the rights granted under this License;

11.3.4 To make copies of the Application Software for archive and backup purposes, so long as all copies of the Application Software contain the proprietary notices appearing on the copies initially furnished to County by Contractor; and

11.3.5 To transfer the Application Software to a replacement hardware system, so long as County pays Contractor for the cost of any new media or any required technical assistance to accommodate the transfer, and so long as County provides advance written notice to Contractor of any such transfer.

11.4 License Restrictions. All rights not expressly granted to County are reserved to Contractor, or its licensors. County shall not:

11.4.1 Reverse engineer, translate, disassemble or decompile the Application Software;

11.4.2 Transfer, sublicense, rent, lease, convey or assign its License;

11.4.3 Use the Application Software on a timesharing, service bureau, subscription service or rental basis for any third party;

11.4.4 Remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on the Application Software; or

11.4.5 Modify, or allow a third-party to modify, the Application Software, unless Paragraph 11.3.2 applies.

11.5 Modifications to Application Software

Except as provided under Paragraph 11.3.2, if County or its third-party agent modifies the Application Software without Contractor's prior written consent, Contractor's obligations to provide Maintenance and Support Services on, and the warranty for, the Application Software will be void.

11.6 License Restriction

The Application Software is not licensed to perform functions or processing originating from or generated by a County Department, subdivision or entity other than the DRP and Reviewing Agencies, except as set forth in this Base Agreement and Exhibit C.

11.7 Delivery of Software

It is the intent of the parties that all Application Software provided by Contractor under this Agreement shall be delivered (i) solely in electronic format (e.g., via electronic mail or internet download), or (ii) personally by Contractor staff who shall load such Application Software onto County's hardware, but who will retain possession of all originals and copies of such tangible media (e.g., CD-ROM, magnetic tape, printed manuals) used to deliver the Application Software to County.

11.8 Production Use

For the avoidance of doubt, the parties acknowledge and agree that Acceptance of the Application Software shall be governed by the terms of the Statement of Work (Exhibit A) and the Project Plan (Attachment A.1). Where the License permits Users to access the Application Software in a Production Environment prior to Go-Live, such access does not constitute Acceptance, except as provided in the Statement of Work (Exhibit A) and/or Project Plan (Attachment A.1).

12. Source Code

- 12.1 Contractor maintains a Source Code Escrow Agreement. Contractor will place each major release of the Application Software Source Code in escrow with that company. At County's request, Contractor will add the County as a beneficiary to such escrow agreement for an annual fee, as set forth in Exhibit J. Contractor's duty to update the Source Code shall continue through the term of this Agreement.
- 12.2 The Release Conditions for the Source Code are identified in Exhibit J. In the event of a Release Condition, County will be entitled to use the Source Code as set forth in Paragraph 11.3.2. Nothing herein gives County any proprietary rights, including but not limited to the right to license or sublicense, to the Source Code or Application Software.
- 12.3 The Source Code represents an executable and compilable version of the Application Software utilized by County and maintained by Contractor under this Agreement. County's right to verify Source Code, at County's sole expense, shall be governed by the Source Code Escrow Agreement and as mutually agreed to by the parties. In the event any such verification demonstrates the Source Code does not correspond to the then-current version of the Application Software, Contractor shall reimburse County for all costs and fees incurred in the verification and immediately deposit the correct Source Code with the escrow agent.
- 12.4 Any provision of Source Code is subject to confidentiality and proprietary protections governing access by any third party.

13. Warranties

13.1 Standard of Services

The Services shall, during the term of the Agreement, conform to reasonable commercial standards as they exist in Contractor's profession or field of practice. If the Services fail to conform to such standards, upon written notice from County specifying the non-conformance, Contractor shall, at Contractor's sole expense, re-perform the Services and/or provide the applicable remedy as specified in Exhibit B (Maintenance and Support).

13.2 Application Software

Contractor hereby warrants to County that the Application Software shall be free from any and all Defects for as long as County has timely paid Maintenance and Support Services fees. The Application Software shall be compatible with the Interfaces, as set forth in the Functional Requirements. Contractor shall provide Maintenance and Support Services for the current Version Release and the two (2) most prior Version Releases, as further described in Exhibit B. To the extent the Application Software ever relies on or requires a Third Party Application, the County will not be required to execute an additional license with the third-party developer.

13.3 Unplanned Interruption

Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to, the Application Software, or any component thereof, through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code (collectively referred to as "Disabling Device(s)"), (i) which has the potential or capability (a) of compromising the security of County's Confidential Information or (b) of causing any unplanned interruption of the operations of, or accessibility of the Application Software or (ii) which could alter, destroy or inhibit the licensed use of the Application Software. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any Application Software, nor shall Contractor knowingly permit any subsequently delivered Application Software component to contain any Disabling Device.

13.4 Virus Prevention

Contractor shall take all commercially reasonable measures to prevent viruses from being incorporated or introduced into the Application Software prior to delivery to County and installation thereof, and shall take all commercially reasonable measures to prevent any viruses from being incorporated or introduced in the Application Software by Contractor during implementation or the provision of Maintenance and Support Services. County acknowledges that Contractor is not the manufacturer of virus protection software. The foregoing shall not apply to the use of license keys required to enable proper operation of the Application Software.

13.5 Defect Resolution

If the Application Software does not perform as warranted, Contractor will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Exhibit B (Maintenance and Support), so long as County has timely paid all Maintenance and Support Services fees that are owed.

13.6 Continuous Product Support

In the event that Contractor is unable to cure a Defect according to the terms of Exhibit B, then (i) Contractor will procure a functional equivalent, to the extent available on commercially reasonable terms, to the Defective Application Software component, at no additional licensing or maintenance cost to the County, and will provide any related Additional Services that County may request

on a time and materials basis at Contractor's then-current rates, except as otherwise provided in Exhibit C; or (ii) the County may terminate this Agreement. In the event that Contractor makes Application Software Updates available, then the License shall be deemed to automatically include such Application Software Update(s) without additional cost or penalty to County. If required by County, Contractor shall provide the necessary installation and training to County personnel to utilize the Application Software Upgrades at Contractor's then-current rates, except as otherwise provided in Exhibit C.

13.7 Warranty Pass-Through

Contractor shall pass through to County, to the fullest extent permitted by law or this Agreement, any applicable warranty or indemnity offered by any third-party manufacturer of any Third Party Application or Third Party Product.

13.8 Breach of Warranty Obligations

Failure by Contractor to comply with the warranties set forth in this Paragraph 13 shall constitute a material breach of the Agreement, upon which, in addition to County's other rights and remedies set forth herein, County may, after written notice to Contractor and provision of a reasonable cure period, terminate this Agreement in accordance with Paragraph 18 (Termination for Default).

13.9 Intellectual Property

13.7.1 Contractor has the full power and authority to grant the License and all other rights granted by this Agreement to County.

13.7.2 No consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect.

13.7.3 County is entitled to use the Application Software without interruption, subject only to County's obligation to make the required payments and observe the License terms under this Agreement.

13.7.4 The Application Software is not subject to any liens, encumbrances, or pledges, nor subordinate to any right or claim of any third party, including Contractor's creditors.

13.7.5 Neither the performance of this Agreement by Contractor, nor the License to County, will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party in existence as of the Effective Date.

14. Indemnification, Disclaimer and Limitation of Liability

14.1 Indemnification - General

14.1.1 Contractor shall indemnify, defend and hold harmless County, its special districts, elected and appointed officers, employees, and agents, from and against any and all third-party liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or related to Contractor's acts and/or omissions under this Agreement.

14.1.2 Any legal defense pursuant to Contractor's indemnification obligations

under this Paragraph 14 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense. Nothing herein shall be construed as a waiver of County's sovereign immunity.

14.2 Indemnification of Intellectual Property

14.2.1 Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and approved officers, employees and agents from and against any and all third-party liability, including but not limited to demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any alleged or actual infringement of any third party's patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Agreement and/or the operation and use of the Application Software.

14.2.2 Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14.2 shall be conducted by Contractor and performed by counsel selected by Contractor. County shall provide Contractor with immediate written notification of any such third-party claim, as well as information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

14.2.3 Contractor will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing.

14.2.4 Contractor will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from (i) County's use of a previous version of the Application Software, and the claim would have been avoided had County used the current version of the Software; (ii) County's combining the Application Software with devices or products not intended or approved by Contractor; (iii) use of the Application Software in applications, business environments or processes for which the Application Software was not designed or contemplated, and where use of the Application Software outside such application, environment or business process would not have given rise to the claim; (iv) corrections, modifications, alterations or enhancements that County made to the Application Software and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement; (v) use of the Application Software by any person or entity other than Users; or (vi) County's willful infringement, including County's continued use of the infringing Application Software after County becomes aware that such infringing Application Software is or is likely to become the subject of a claim hereunder.

14.2.5 Contractor shall, at its option and at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Application Software or affected component(s) thereof to the same extent of County's License; or (ii) replace or modify the Application Software or component(s) thereof with another software or component(s) of at least equivalent quality and performance capabilities, as mutually determined by

County and Contractor, until the Application Software and all components thereof become non-infringing, non-misappropriating and non-disclosing (hereinafter collectively for the purpose of this Paragraph 14.2 "Remedial Act(s)"). The foregoing states Contractor's entire liability and County's sole and exclusive remedy with respect to the subject matter hereof.

14.2.6 If Contractor fails to complete the Remedial Acts described in Paragraph 14.2.5 above, then County may terminate this Agreement for default pursuant to Paragraph 18 (Termination for Default).

14.3 DISCLAIMER.

EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14.4 LIMITATION OF LIABILITY.-

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR'S LIABILITY UNDER THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) COUNTY'S ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY COUNTY UNDER THIS AGREEMENT. THE PRICES SET FORTH AND LIABILITIES ASSUMED IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. CONSISTENT WITH PARAGRAPH 15.1, THE REQUIRED INSURANCE DEFINED THEREIN SHALL NOT OPERATE AS A SEPARATE LIMITATION ON CONTRACTOR'S LIABILITY UNDER THIS AGREEMENT.

14.5 EXCLUSION OF CERTAIN DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Insurance and Performance Security

15.1 General Insurance Requirements

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 15. These minimum insurance coverage terms, types and limits ("Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the

Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

15.2 Evidence of Coverage and Notice

15.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given insured status under the Contractor's General Liability policy shall be delivered to County's Project Director at the address specified in Paragraph 1 (County Key Personnel) of Exhibit E (Administration of Agreement) prior to commencing services under this Agreement.

15.2.2 Renewal Certificates shall be provided to County not less than ten (10) days after renewal of Contractor's policy.

15.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, and list any County required endorsement forms. At County's written request, Contractor will separately disclose to County the deductibles it carries on Required Insurance.

15.2.4 Neither County's failure to obtain, nor County's receipt of or failure to object to, a non-complying Certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

15.2.5 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee, occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Such report shall be made in writing within twenty-four (24) hours or the next Business Day. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Agreement and which could result in the filing of a claim or lawsuit against Contractor and/or County.

15.3 Additional Insured Status

The County, its special districts, elected officials, officers, agents, employees and volunteers (collectively, County's Agents) shall be provided additional insured status under Contractor's Commercial General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents' additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

15.4 Cancellation of or Changes in Required Insurance

Contractor shall provide County, or Contractor's insurance policies shall contain, a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County in accordance with the standard ACORD policy language and terms. Failure to provide such written notice of cancellation or any change in Required Insurance may constitute a material breach of this Agreement, in the sole discretion of County, upon which County may suspend or terminate this Agreement.

15.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County .

15.6 Required Insurance Terms

15.6.1 Primary Insurance

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

15.6.2 Waivers of Subrogation

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)'s rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

15.6.3 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying that each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's Commercial General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

15.6.4 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. Contractor warrants that it is financially capable of satisfying its deductibles.

15.6.5 Claims Made Coverage

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

15.6.6 Application of Excess Liability Coverage

Contractor may use a combination of primary and excess insurance policies, which provide coverage as broad as (öfollow formö over) the underlying primary policies, to satisfy the Required Insurance provisions.

15.6.7 Alternative Risk Financing Programs

County reserves the right to review Contractorö use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an additional covered party under any such program.

15.7 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the required Insurance provisions, conditioned upon Countyö determination of changes in risk exposures and Contractorö agreement to those changes.

15.8 Required Insurance Coverages and Amounts

15.8.1 Commercial General Liability Insurance

Providing scope of coverage equivalent to ISO policy form CG 00 01, naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

15.8.2 Automobile Liability Insurance

Providing scope of coverage equivalent to ISO policy form CA 00 01 with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractorö use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

15.8.3 WorkersöCompensation and EmployersöInsurance

Insurance or qualified self-insurance satisfying statutory requirements, which includes EmployersöLiability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractorö operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmenö compensation law or any federal occupational disease law.

15.8.4 Professional Liability/Errors and Omissions

Insurance covering Contractorö liability arising from or related to this

Agreement, with limits of not less than \$1 million per claim and \$5 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

15.8.5 Property Coverage

If Contractor is given exclusive use of County owned or leased property, Contractor coverage shall be at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. County and its Agents shall be named as an Additional Insured on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

15.8.6 Technology Errors and Omissions Insurance

Insurance covering liabilities arising from errors and omissions relating to computer or information technology services and technology products. Technology services should at a minimum include (1) systems programming; (2) data processing; systems design, development and modification; and (3) cyber security with limits not less than \$10 million.

15.8.7 Privacy/Cyber Liability Insurance

Providing protection against liability for (1) violation of right of privacy, privacy costs (privacy injury and identity theft); (2) unauthorized access or use; or (3) unauthorized access to or use of computer systems, with limits not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) annual aggregate.

15.9 Performance Security

Contractor shall furnish for the purpose of this Agreement, within thirty (30) days from the Effective Date, or such longer period as mutually agreed upon by County and Contractor, and in all events prior to commencing any Work under this Agreement, performance security in the form of a performance bond payable to County in the amount of the Contract Sum for the Work through Go-Live.

Contractor's performance security shall be provided in a form consistent with industry standards. Both the initial expense and the annual premiums for the performance security shall be paid by Contractor.

In the event of termination under Paragraph 18 (Termination for Default) or Paragraph 21 (Termination for Insolvency) prior to Go Live, the performance security amount shall become payable to County according to the terms of the bond.

15.10 Failure to Maintain Coverage or Performance Security

Contractor's failure to maintain or to provide acceptable evidence that it maintains the required performance security shall constitute a material breach of the Agreement, upon which County immediately may suspend or terminate this Agreement.

16. Confidentiality and Security

16.1 Confidential Information

Each party shall protect, secure and keep confidential any and all Confidential Information in accordance with the terms of this Agreement and all applicable federal, State or local laws, regulations, ordinances, and publicly known guidelines and directives relating to confidentiality. Each party shall use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

16.2 Personnel Confidentiality Obligations

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to Confidential Information. Each party shall inform all of its officers, employees, agents and subcontractors providing Work or other Services or, in the case of the County, participating in any way in such Work or Services, of the confidentiality provisions of this Agreement, and shall take appropriate action to prevent such disclosure by its officers, employees, agents, and subcontractors.

16.3 Use of Confidential Information

Neither party shall use Confidential Information for any purpose whatsoever other than carrying out the express terms of this Agreement, and shall not disclose, except as otherwise specifically permitted by this Agreement, any such Confidential Information to any person or organization without the disclosing party's prior written authorization that the information is releasable. At the expiration or termination of this Agreement, each party shall return all Confidential Information to the disclosing party, or maintain or destroy such information according to the written procedures provided to the receiving party by the disclosing party for this purpose.

16.4 Compelled Disclosure of Confidential Information

In the event of a request for disclosure of Confidential Information under the State Public Records Act, the Freedom of Information Act, or other law or court order, the party in receipt of the request or order shall give prompt notice of the service of process or other documentation that underlies such requirement. That notice will be provided to the most senior representative of the party whose Confidential Information is subject to disclosure, as identified in Exhibit E. The party in receipt of the request or order will reasonably cooperate with the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such Confidential Information. Any disclosure shall only be to the extent required to satisfy the disclosure requirements of the applicable law. Neither party shall be liable to the other for disclosures of Confidential Information required under these acts or orders, so long as the notice and cooperation obligations set forth herein are met.

16.5 Confidentiality of Public Welfare Records

Without limiting any other provision of this Paragraph, Contractor acknowledges that, under State law, including Welfare & Institutions Code, Section 10850 and California Department of Social Services (CDSS), Manual of Policies and Procedures, Division 19, Section 10859 et seq. and 17006, all of the case records

and information pertaining to individuals receiving aid constitute Confidential Information. No information related to any individual case or cases shall be in any way relayed to anyone except those employees of County so designated without written authorization from County.

16.6 Media Releases

During the term of this Agreement, Contractor shall not, directly or indirectly, publish or disseminate any commercial advertisements, press releases, feature articles or other materials identifying County without the prior written consent of County's Project Director for each such publicity material. Any authorized publicity materials must be developed in a professional manner, consistent with industry standards. Notwithstanding the foregoing, Contractor may, without the prior written consent of the County, indicate in Contractor's proposals and sales materials that it has been awarded this Agreement.

17. Prohibition Against Assignment and Delegation

- 17.1 Neither party shall assign its rights and/or delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of the other party, and any attempted assignment and/or delegation without such consent shall be null and void. A party may exercise or withhold consent in its sole discretion. No assignment and/or delegation shall be effective unless and until there is a duly-executed, written amendment to this Agreement.
- 17.2 The foregoing notwithstanding, Contractor may, without the prior written consent of County, assign the Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Contractor's assets. In the event of such an assignment, County may terminate for convenience if Contractor's assignment is to an entity with which County is not authorized to do business.
- 17.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

18. Termination for Default

- 18.1 County may, by written notice to Contractor, terminate this Agreement if Contractor materially breaches any provision of this Agreement, and does not cure such material breach within thirty (30) days of receipt of written notice from County specifying such breach, unless a shorter cure period is expressly provided in this Agreement or a longer cure period is agreed to by the parties in writing. In all events, Contractor will provide some written response to County within ten (10) days of receipt of County's written notice of breach. County's payment obligations to Contractor are set forth below in Paragraph 22 (Effect of Termination).
- 18.2 If, after County has given notice of termination under the provisions of this Paragraph 18, it is determined by County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 19 (Termination for Convenience).

- 18.3 Upon termination for default, County shall pay Contractor for all Third-Party Products, Application Software, Services and expenses not in dispute and delivered or incurred prior to the date Contractor received County's notice of termination. Payment for Third-Party Products, Application Software, Services and expenses in dispute will be determined in accordance with the Dispute Resolution Process.

19. Termination for Convenience

- 19.1 This Agreement may be terminated, in whole or in part, permanently or from time to time, when such action is deemed by County to be in its best interest. Termination for convenience hereunder shall be effected by notice of termination to Contractor specifying the extent of termination and the date upon which such termination becomes effective, which shall be no less than thirty (30) calendar days after the notice is sent. In the event County has purported to terminate this Agreement for default by notice pursuant to Paragraph 18 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such determination.
- 19.2 After receipt of a notice of termination, Contractor's invoice shall be submitted promptly in accordance with Paragraph 22 (Effect of Termination).
- 19.3 Upon termination for convenience, County shall remit payment for all Third-Party Products, Application Software and Services delivered to County and all expenses incurred by Contractor prior to Contractor's receipt of the termination notice. County will not be entitled to a refund or offset of previously paid License and other fees.

20. Termination for Improper Consideration

- 20.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, Amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor, and Contractor may seek payment in accordance with Paragraph 18.3.
- 20.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County's Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 20.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

21. Termination for Insolvency

- 21.1 County may terminate this Agreement immediately at any time upon the occurrence of any of the following:
1. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it

has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business, or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County;

2. The filing of a voluntary or involuntary petition to have Contractor declared bankrupt, where the involuntary petition is not dismissed within sixty (60) days;

3. The appointment of a receiver or trustee for Contractor; or

4. The execution by Contractor of an assignment for the benefit of creditors.

21.2 The rights and remedies of County provided in this Paragraph 21 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21.3 In the event of termination for insolvency, Contractor may seek payment consistent with Paragraph 19.3.

21.4 Contractor agrees that if Contractor, as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Agreement including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Application Software and related Documentation in accordance with the terms of the Source Code Escrow Agreement), and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

22. Effect of Termination

22.1 In the event that County, upon notice to Contractor, terminates this Agreement in whole or in part as provided herein, then:

22.1.1 Contractor and County shall continue the performance of this Agreement to the extent not terminated, and depending on the nature of the termination;

22.1.2 Notwithstanding Paragraph 22.1.1, Contractor shall stop Work under this Agreement on the date and to the extent specified in the termination notice, as applicable, and provide to County all completed Work and Work in progress, in a media reasonably requested by County, as appropriate under the circumstances of termination; and

22.1.3 Contractor shall promptly return to County any and all County Materials that relate to that portion of the Agreement terminated by County.

- 22.2 Upon termination by County for default pursuant to Paragraph 18 (Termination for Default) or for insolvency pursuant to Paragraph 21 (Termination for Insolvency), County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services and other work, similar to those so terminated.
- 22.3 Contractor shall reasonably cooperate with County in the transition of County to a new solution, toward the end that there be no interruption of County's day to day operations due to the unavailability of the Application Software during such transition. Upon notice to Contractor, Contractor shall allow County or another selected contractor a transition period until expiration of the term of the Agreement, or in all other cases, at a date mutually agreed to by the parties, for the orderly turnover of Contractor's Agreement activities and responsibilities. Contractor shall provide these transition services on a time and materials basis, at Contractor's then-current rates and as mutually agreed to by the parties.

23. Independent Contractor Status

- 23.1 This Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Contractor. The employees and agents of one party are not and shall not be, or construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.
- 23.2 Contractor shall be solely liable and responsible for providing all workers' compensation insurance and benefits, liability insurance, employer taxes, compensation, and benefits to, or on behalf of, all persons performing Work or other Services pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, payroll taxes, disability insurance or benefits, or federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or performing Work or other Services on behalf of Contractor.

24. Subcontracting

- 24.1 County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor, and specifically, Contractor Key Personnel. Consequently, no performance of this Agreement can be subcontracted with respect to the following work components: Implementation Services and Maintenance and Support Services (hereinafter "Non-Subcontracted Work"). If Contractor desires to subcontract work other than the Non-Subcontracted Work, Contractor may do so only upon County's written approval as provided in this Paragraph 24. Any attempt by Contractor to subcontract any permissible performance of this Agreement without such written approval shall be null and void and shall be deemed a material breach of this Agreement, upon which County may immediately terminate this Agreement.
- 24.2 In the event Contractor subcontracts any permissible portion of its performance of the Agreement, Contractor shall provide to County, in writing, request for written approval to enter into such subcontract, which written request shall include:
- 24.2.1 The reasons for the particular subcontract;

- 24.2.2 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;
- 24.2.3 A detailed description of the work or services to be provided by the proposed subcontractor;
- 24.2.4 Confidentiality provisions applicable to the proposed subcontractor's officers, employees and agents, which would be incorporated into the subcontract;
- 24.2.5 The subcontractor's EEO Certification, agreement to the Safely Surrendered Baby Law, and any other applicable standard County required provisions.
- 24.2.6 A representation from Contractor that: (i) the proposed subcontractor is qualified to provide the work or services for which subcontractor is being hired; (ii) either the proposed subcontractor maintains the insurance required by this Agreement or Contractor has procured and maintains such insurance coverage for the proposed subcontractor; (iii) either the proposed subcontractor or Contractor shall be solely liable and responsible for any and all of subcontractor's taxes, payments and compensation, including compensation to its employees, related to the performance of work or services under this Agreement; (iv) either the proposed subcontractor or Contractor shall provide for indemnification of County under the same terms and conditions as the indemnification provisions of this Agreement, including those specified in Paragraphs 14 (Indemnification, Disclaimer, and Limitation of Liability); and (v) other pertinent information and/or certifications reasonably required by County.
- 24.3 County will review Contractor's request to subcontract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.
- 24.4 Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any subcontractor, including, without limitation, any officers, employees or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees and agents, under this Agreement.
- 24.5 Notwithstanding any other provision of this Paragraph 24, Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Agreement. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. Furthermore, subcontracting of any Work under this Agreement shall not be construed to limit, in any way, County's rights or remedies contained in this Agreement.
- 24.6 Contractor shall notify its subcontractors of this County right prior to subcontractors commencing performance under this Agreement.

- 24.7 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.
- 24.8 In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 24 or a blanket consent to any further subcontracting.

25. Delivery and Risk Of Loss

Contractor shall bear the full risk of loss due to total or partial destruction of the Application Software until such items are made available to County for downloading.

26. Most Favored Public Entity

Contractor warrants that the pricing extended to County herein is the most competitive Contractor pricing for entities of similar size and circumstance to the DRP and Reviewing Agencies purchasing the Application Software and Services contracted herein.

27. Records and Audits

- 27.1 Contractor shall maintain accurate and complete financial records of its activities and operations directly relating to this Agreement in accordance with generally accepted accounting principles. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records directly relating to this Agreement to the extent required by law. All such material shall be kept and maintained by Contractor during the term of this Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. Any such audits must take place upon advance written notice to Contractor, no more than once per year, and at County's expense.
- 27.2 If, at any time during or after the term of this Agreement, representatives of County conduct an audit, at County's expense, of Contractor regarding the Work performed under this Agreement, and if such audit reasonably and accurately find that County's dollar liability for such Work is less than payments made by County to Contractor, then the difference shall be either repaid by Contractor to County by cash payment upon demand or deducted from any amounts due to Contractor from County, as determined by County. If such audit finds County's dollar liability for such Work is more than payments made by County to Contractor, then the difference shall be repaid to Contractor by cash payment.
- 27.3 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any federal or State auditor, then Contractor shall file a copy of any resulting audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Agreement. County shall maintain the confidentiality of such audit report(s).

- 27.4 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 27 shall constitute a breach of this Agreement upon which County may terminate this Agreement under the terms of Paragraph 18 (Termination for Default).

28. Conflict of Interest

- 28.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreements shall be employed in any capacity by Contractor during the time Work is being performed, or have any other direct financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder shall in any way participate in County's approval or ongoing evaluation of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.
- 28.2 Contractor warrants that it is not now aware of any facts which create an unlawful conflict of interest for Contractor. If Contractor becomes aware of any facts which might reasonably be expected to create an unlawful conflict of interest, Contractor shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

29. Compliance with Applicable Laws

- 29.1 In the performance of this Agreement, Contractor shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- 29.2 Failure by Contractor to comply with such laws and regulations shall be material breach of this Agreement and may result in termination of this Agreement.

30. Fair Labor Standards

Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from any and all third party liability for, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising from acts engaged in by Contractor in violation of applicable wage and hour laws in the State and in the Federal Fair Labor Standards Act for work performed by Contractor's employees for which County may be found jointly or solely liable, provided that County: (i) promptly notifies Contractor in writing of the claim; and (ii) allows Contractor to control, and cooperate with Contractor in, the defense and any related settlement negotiations.

31. Compliance with Civil Rights Laws

- 31.1 Contractor certifies and agrees, and will re-certify upon County request no more frequently than once per year, that all persons employed by it, its affiliates, subsidiaries and holding companies will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such treatment shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 31.2 Contractor certifies and agrees, and will re-certify upon County request no more frequently than once per year, that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, except to the extent necessary to comply with applicable federal and State anti-discrimination laws and regulations.
- 31.3 Contractor shall allow County representatives reasonable access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 31 when so requested by County, and subject to all attendant confidentiality restrictions and privacy concerns.
- 31.4 If County finds that any of the provisions of this Paragraph 31 have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement at County's option, either for material breach under Paragraph 18 (Termination for Default) or for convenience under Paragraph 19 (Termination for Convenience). While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or federal anti-discrimination laws or regulations shall also constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 31.5 The parties agree that, in the event Contractor is found to have violated the foregoing anti-discrimination provisions, County may require, pursuant to Los Angeles County Code Section 4.32.010 (E), that Contractor pay the sum of five hundred Dollars (\$500) for each such violation, in lieu of termination or suspension hereof..

32. Restrictions on Lobbying

32.1 Federal Funds Projects

If any federal funds are to be used to pay for any portion of Contractor's Work under this Agreement, County shall notify Contractor in writing in advance of such payment and Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all applicable certification and disclosure

requirements.

32.2 Lobbyist Ordinance

Contractor, and each County lobbyist or County lobbying firm, as defined in County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement at County's option, either for material breach under Paragraph 18 (Termination for Default) of this Agreement or for convenience under Paragraph 19 (Termination for Convenience) of this Agreement.

33. Employment Eligibility Verification

- 33.1 Contractor warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing Services under this Agreement meet the citizenship or alien status requirements contained in federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).
- 33.2 Contractor shall obtain from all employees performing under this Agreement all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.
- 33.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees directly arising out of any employer sanctions and any other liability which may be assessed against County in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any Contractor employees performing Work under this Agreement.

34. Contract Hiring

34.1 Consideration of Hiring County Employees Targeted for Layoffs

Should Contractor require additional or replacement personnel after the Effective Date to perform the Work set forth herein, Contractor shall give first consideration for such employment openings to permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the term of this Agreement, and who are identified by County to Contractor timely in advance of Contractor's hiring efforts..

34.2 Consideration of GAIN/GROW Program Participants for Employment

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for

Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, Contractor shall give County employees first priority.

34.3 Prohibition against Inducement and Persuasion

Contractor and County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. Notwithstanding the foregoing, such prohibition shall not apply to any hiring action initiated through a public announcement.

35. Federal Earned Income Credit

If required by applicable law, Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided, in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

36. Contractor Responsibility and Debarment

36.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible contractors.

36.2 Chapter 2.202

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on, County agreements for a specified period of time, which generally will not exceed five (5) years, although may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements Contractor may have with County.

36.3 Non-Responsible Contractor

County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (i) violated any term of a contract with County or a nonprofit corporation created by County; (ii) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (iii) committed an act or offense which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false

claim against County or any other public entity.

36.4 Subcontractors of Contractor

The terms and procedures of this Paragraph 36 shall also apply to subcontractors, consultants and partners of Contractor performing Work under this Agreement.

37. Federal Access to Records

If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i)) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of Services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of Services provided hereunder. Furthermore, if Contractor carries out any of the services described in 42 United States Code Section 1395 through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

38. Required Certifications

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's provision of the Services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and subcontractors who perform Services hereunder shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation and certificate required by all applicable federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, if required by law, in duplicate, to County's Project Manager at the address set forth in Paragraph 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

39. No Third Party Beneficiaries

Notwithstanding any other provision of this Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

40. Contractor Performance during Civil Unrest and Disaster; Force Majeure

- 40.1 Contractor recognizes that the County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.
- 40.2 Neither party shall be liable for failure to perform under this Agreement in the event of Force Majeure.

41. Warranty against Contingent Fees

- 41.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 41.2 For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the fees owed, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

42. Safely Surrendered Baby Law

42.1 Notice

As required by applicable law, Contractor shall notify and provide to any employees based in the County, and shall require each subcontractor to notify and provide to its employees based in the County, a fact sheet regarding the Safely Surrender Baby Law, its implementation in the County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at <http://babysafela.org> for printing purposes.

42.2 Acknowledgment of Commitment

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

43. Compliance with County's Jury Service Program

43.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service Program (hereinafter "Jury Service Program")

or "Program") as codified in Sections 2.203.010 through 2.203.090 of the County Code (hereinafter "County Code").

43.2 Written Employee Jury Service Policy

43.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees (as defined in Paragraph 43.2.2 below) shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

43.2.2 For purposes of this Paragraph 43, "Contractor" means a person, partnership, corporation or other entity which has an agreement with County or a subcontract with Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a longstanding practice that defines the lesser number of hours as fulltime. Fulltime employees providing short term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered fulltime for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 43. The provisions of this Paragraph 43 shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the agreement.

43.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

43.2.4 Contractor's violation of this Paragraph 43 of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement with Contractor and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

44. Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 44.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County agreements are in compliance with their court ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 44.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of State and federal law, Contractor warrants that to the best of its knowledge it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

45. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 44 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by County's Child Support Services Department shall be grounds upon which the Auditor-Controller or County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 18 (Termination for Default) and pursue debarment of Contractor pursuant to Paragraph 36 (Contractor Responsibility and Debarment).

46. Defaulted Property Tax Reduction Program

- 46.1 Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program
- 46.1.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses who benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 46.1.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with County Code Chapter 2.206.

- 46.2 Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 46.1 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

47. Dispute Resolution Procedure

- 47.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 47 (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.
- 47.2 Contractor and County agree that neither party shall delay or suspend its performance during the Dispute Resolution Procedure, unless the nature of the dispute dictates otherwise.
- 47.3 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 47.4 In the event that the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 47.5 In the event that the Project Directors are unable to resolve the dispute within a reasonable time, not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's project executive and the Director. These persons shall have ten (10) days to attempt to resolve the dispute.
- 47.6 In the event that at these levels there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 47.7 All disputes utilizing this Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 47, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.
- 47.8 Nothing herein shall be construed to limit a party's right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure.

- 47.9 Notwithstanding any other provision of this Agreement, a party's right to seek injunctive relief to enforce the provisions of Paragraph 16 (Confidentiality and Security) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of the parties' rights and shall not be deemed to impair any claims that one party may have against the other, or a party's rights to assert such claims after any such injunctive relief has been obtained.

48. New Technology

Contractor and County acknowledge the probability that the technology behind the Application Software will change and improve during the Initial Term and any Optional Term. County desires the flexibility to incorporate any new technologies as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies and techniques which Contractor considers to be applicable to the Application Software. Upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the Application Software, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price, as applicable, of the Application Software. County, at its sole discretion, may request that this Agreement be amended to incorporate the new technologies, methodologies and techniques into the Application Software pursuant to the provisions of Paragraph 5 (Change Notices and Amendments).

49. Non-Discrimination in Services

- 49.1 Contractor shall not discriminate in the provision of Services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of federal and State law. For the purpose of this Paragraph 49, discrimination in the provision of Services may include, but is not limited to, the following: denying any person any Service or benefit or the availability of the facility; providing any Service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any Service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any Service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any Service or benefit.
- 49.2 Contractor shall ensure that recipients of Services under this Agreement are provided Services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap.

50. Unlawful Solicitation

Contractor shall inform all of its employees who provide Services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take

positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

51. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State applicable to agreements made and to be performed within the State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in a State court located within the County of Los Angeles, California or the federal District Court for the Central District of California.

52. Waiver

No breach of any provision hereof can be waived unless in writing. No waiver by County or Contractor of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County or Contractor to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

53. Authorization Warranty

Contractor and County represent and warrant that the person executing this Agreement on its behalf is an authorized agent who has actual authority to bind it to each and every term, condition and obligation of this Agreement, and that all requirements of Contractor and County have been fulfilled to provide such actual authority.

54. Validity and Severability

54.1 Validity

The invalidity of any provision of this Agreement shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Agreement shall be materially impaired thereby.

54.2 Severability

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid in its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. If any provision of this Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective.

55. Notices

- 55.1 All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first class registered or certified mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten (10) days prior written notice thereof to the other party.
- 55.2 County's Project Director shall have the authority to issue all notices or demands which are required or permitted to be issued by County under this Agreement.
- 55.3 Notice to County shall be sent to the attention of County's Project Manager and County's Project Director at the respective addresses specified in Paragraph 1 (County Key Personnel) of Exhibit E (Administration of Agreement).
- 55.4 Notices to Contractor shall be sent to the attention of Contractor's Project Manager at the address specified in Paragraph 2 (Contractor Key Personnel) of Exhibit E (Administration of Agreement), with a copy to Contractor's project executive.
- 55.5 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 55 by giving written notice of the change to the other party, subject to County's right of approval in accordance with Paragraph 4.3 (Approval of Contractor's Key Staff).

56. Arm's Length Negotiations

This Agreement is the product of arm's length negotiations between Contractor and County, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Agreement is to be interpreted fairly as between them and is not to be strictly construed against either as the drafter or otherwise.

57. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

58. Captions and Paragraph Headings

Captions and Paragraph headings used in this Agreement are for convenience only, are not a part of this Agreement, and shall not be used in construing this Agreement. If there is a conflict, when referencing a Paragraph in this Agreement, between the Paragraph heading title and its number, the Paragraph heading title shall control.

59. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any

actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) Business Days, give notice thereof, including all relevant information with respect thereto, to the other party.

60. Re-Solicitation of Bids and Proposals

60.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Agreement, County, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and services contemplated under this Agreement. County shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

60.2 Contractor acknowledges that County, in its sole discretion, may enter into an agreement for the future provision of goods and services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor. Nothing herein imposes any obligation on Contractor that is inconsistent with its Intellectual Property Rights and confidentiality protections.

61. No Payment for Services Provided Following Expiration or Termination of Agreement

Except as set forth in Paragraph 22 (Effect of Termination) or as may otherwise be rightfully owing to Contractor for transition services or otherwise, Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Services provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. The provisions of this Paragraph 61 shall survive the expiration or other termination of this Agreement.

62. Recycled Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in this project.

63. Survival

In addition to any provisions in this Agreement which specifically state that they shall survive the termination or expiration of the Agreement, all provisions in Paragraphs which, by their nature, extend beyond expiration or termination of this Agreement shall so survive.

IN WITNESS WHEREOF, County and Contractor, by their duly authorized signatures, have caused this Agreement to be effective on the day, month and year first above written.



County of Los Angeles

By Don Krabe
Chairman, Board of Supervisors

Tyler Technologies, Inc.

By S. Powell Cole
Authorized Signature

Name S. Powell Cole

Title President, Tyler Technologies Ltd

ATTEST:

SACHI HAMAI

Executive Office-Clerk

Of the Board of Supervisors

By [Signature]

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI

County Counsel

By [Signature]
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 JUN 24 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Exhibit A

Statement of Work

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1.0 – SCOPE OF WORK

This Statement of Work (SOW) provides an overview of the Implementation Services that are required under this Agreement. Additional context is provided in the County's Request for Proposals for EPIC-LA (the RFP), the Contractor's Proposal submitted in response, as well as the Project Plan provided at Attachment A.1 and the estimated Project Schedule provided at Exhibit D, which will be finalized to outline the manner in which the Contractor shall deliver the Implementation Services. The Maintenance and Support Services will be governed by Exhibit B.

1.1 – PURPOSE AND GOALS

The County's stated purpose for the EPIC-LA initiative is to identify, analyze, and implement improvements to the business processes and supporting technology that will increase the effectiveness and efficiency of the County's land entitlement, permitting, and other land management functions to achieve the following goals:

1. Infrastructure and Framework: leverage the County's shared virtual environment and IT resources.
2. General Application and User Interface: leverage web services and other modern technologies to create a user experience that utilizes the browser for desktop users and native iOS applications for mobile users.
3. GIS: leverage the County's ESRI-based Geographic Information System (GIS) to manage, analyze, visualize, and report all entitlement, permitting, and land management activities.
4. Workflow: create, manage, and guide DRP staff through the various workflows associated with entitlement, permitting, and land management functions.
5. Electronic Intake: provide the tools necessary to initiate an entitlement, permitting, and land management project electronically.
6. Cash Collection and Accounting: provide the tools necessary to manage and report all cash collection and accounting functions related to entitlement, permitting, and land management projects, including bi-directional communication with other County financial systems.
7. Electronic Markup and Review: provide the tools necessary to conduct electronic review and markup of all material associated with entitlement, permitting, and land management functions.
8. Citizen Access Web Portal: provide a web portal that empowers members of the public to discover, research, and electronically initiate entitlement, permitting, and land management projects in a specific geographic area.

9. Mobile Tools: provide native iOS applications for use by field staff to conduct inspections and code enforcement functions over wi-fi, cellular, or while disconnected.
10. Data Interoperability: provide the tools necessary to support data exchange between properly authenticated County systems securely and efficiently.

Consistent with the RFP, the Contractor has submitted and the County has agreed to the Contractor's initial Project Plan, which satisfies Task 1 of this SOW, and the Project Schedule.

The Project Plan governs each party's role in delivering Tasks and Subtasks, itemizes the Contractor Work required for County sign-off of each stage in the Project Plan, and controls the manner in which the Task and Subtasks will be delivered to the County. In the event of conflict between this SOW and the Project Plan in regards to the Implementation Services, the Project Plan controls.

The Project Schedule summarizes the project work flow.

1.3 – FACILITIES AND FURNISHED ITEMS

The County shall provide the system environments, sites, architecture, capabilities and training facilities identified in the Base Agreement and Project Plan.

1.4 – WORK EXPECTATION

Without limiting the more detailed descriptions set forth below and in the Base Agreement and Project Plan, Contractor shall supply all materials not provided by County that are needed to perform the Work and other Services. In addition, Contractor shall supply the License on the terms and conditions set forth in the Base Agreement.

1.5 – APPROVAL OF WORK

Upon completion of any Work to be provided by Contractor as part of the Implementation Services, Contractor shall secure County's signoff as set forth in the Project Plan.

1.6 – DEFINITIONS

As they relate to the Work, any terms not defined in this SOW or the Project Plan shall have the meaning set forth in the Base Agreement.

2.0 – TASKS AND SUBTASKS

Contractor shall provide full project management, planning, monitoring, supervision and tracking and control of all Implementation Services during the term of the Agreement, in accordance with the standards and warranties set forth in the Base Agreement.

As noted above, the parties have already agreed to the initial Project Plan set forth at Attachment A.1. The tasks the County set forth in the RFP will be accomplished according to the terms of that Project Plan, as outlined below.

TASK 1 – PROJECT ADMINISTRATION

This Task shall be established during Stage 1 (Initiation and Planning) of the Project Plan. That Stage 1 will include a kick-off meeting, ongoing refinement of the Project Plan, development of

a plan for status reporting and risk management, and establishment of channels for communication. A final Project Plan will be developed after Task 1.

SUBTASK 1.1 – DEVELOP PROJECT PLAN

Contractor shall review the project requirements with County's Project Manager. Based upon that review, Contractor shall have the primary responsibility of finalizing a project plan document and submitting it for written approval to County's Project Manager. County shall work closely with Contractor during the preparation of the project plan.

DELIVERABLE 1.1 – PROJECT PLAN

Contractor shall provide the final Project Plan for approval, which shall, at a minimum, include the following:

1. The Project Plan developed in County-specified version of Microsoft Project (currently 2010), which shall include:
 - a. All deliverables, including those referenced in the Pricing and Payment Schedule (Exhibit C),
 - b. All tasks, deliverables and other Work,
 - c. Associated dependencies among tasks, deliverables and other Work,
 - d. Resources assigned to each task, deliverable and other Work,
 - e. Start date and date of completion for each task, subtask, deliverable and other Work,
 - f. Proposed County review period for each deliverable,
 - g. Proposed milestones, and
 - h. Other information reasonably required by County;
2. Identification of all Contractor Key Personnel and Contractor Key Staff;
3. Approach to project communications;
4. A risk management plan, documenting the approach to risk analysis (e.g., the evaluation of risks and risk interactions to assess the range of possible project outcomes), risk mitigation (e.g., the identification of ways to minimize or eliminate project risks), risk tracking/control (e.g., a method to ensure that all steps of the risk management process are being followed and, risks are being mitigated effectively) and clearly establishing a process for problem escalation, to be updated, as needed, through the term of the Agreement;
5. Initial identification of risks that may impact the timely delivery of the Application Software;
6. Project staffing and resource management plan;
7. Configuration and change management plan (with changes, in this context, referring to changing the functionality of, or adding additional functionality (e.g., changes to the project scope) to, any Application Software component, with the plan ensuring that the impact and rationale for each change are analyzed and coordinated prior to being approved); and

8. Final deliverable criteria required for sign-off of the stages set forth in the Project Plan at Attachment A.1.

The final Project Plan may be modified only if such modification has been approved in advance in writing by County's Project Manager. The Project Plan shall be the basis for the final Project Schedule, which shall be updated upon finalization of the Project Plan and shall be updated at Exhibit D (Project Schedule).

SUBTASK 1.2 – PREPARE STATUS REPORTS AND COORDINATE PROJECT CONFERENCES

Contractor shall provide ongoing project administration, which shall include, but not be limited to, the following:

1. Monthly written Project Plan update reports;
2. Weekly status update conferences;
3. Attending meetings with County Executives and Management as needed; and
4. Updates to the Project Plan and the Project Schedule.

Contractor's Project Manager shall provide full project management and control of project activities. Contractor's Project Manager shall present to County's Project Manager written status reports documenting project progress, plans and outstanding issues. Contractor's Project Manager shall meet with or conduct a status update conference with County's Project Manager on a weekly basis, or as otherwise agreed to by County and Contractor, to review project status reports and any related matters. All variances shall be presented to County for approval at the status meetings. This Subtask 1.2 ó Prepare Status Reports and Coordinate Project Conferences shall include, but not be limited to:

1. Project planning and direction;
2. Contractor staffing and personnel matters, including management of Contractor technical staff;
3. Evaluation of results and status reporting;
4. Incorporation of County's project requirements;
5. Incorporation of required software modification, if any; and
6. Management and tracking of all issues regarding the Application Software.

Contractor's Project Manager and County's Project Manager shall report project status on a regular basis and shall participate in status meetings as described in the Project Plan. The project and reporting system shall include, but not be limited to, the following components:

1. Kick off meeting;
2. Updated Project Plan; and
3. Status reports and meetings or teleconferences.

The project status reports prepared by Contractor's Project Manager pursuant to this Subtask 1.2 ó Prepare Status Reports and Coordinate Project Conferences shall be used as the mechanism for Contractor to report any project risks or problems identified as part of the implementation process.

DELIVERABLE 1.2 – COMPLETE STATUS REPORTS AND CONFERENCES

Contractor's Project Manager shall prepare and present to County's Project Manager written status reports documenting project progress, plans and outstanding issues in accordance with Subtask 1.2 6 Prepare Status Reports and Coordinate Project Conferences. Contractor's Project Manager shall meet with or conduct a status update conference with County's Project Manager as described in the Project Plan, to review project status reports and any related matters. All variances shall be presented for approval by County at the status conferences.

TASK 2 – VALIDATE REQUIREMENTS AND FINALIZE SYSTEM DESIGN

This Task will be accomplished during Stage 1 (Initiation and Planning) of the Project Plan. This Stage will include leveraging County subject-matter experts to review and validate/verify business requirements and configuration specifications, including requested hardware specifications, followed by configuration of the Application Software consistent with those definitions.

SUBTASK 2.1 – PLAN AND DELIVER KICK-OFF MEETING

Prior to the County-Contractor kick-off meeting, Contractor shall deliver to County's Project Manager the agenda and all necessary supporting documentation for the kick-off meeting.

DELIVERABLE 2.1 – KICK OFF MEETING

Contractor shall schedule and conduct a kick-off meeting and submit a report to County's Project Manager documenting the contents of the meeting, as specified in *Subtask 2.1 – Plan and Deliver Kick-Off Meeting*.

SUBTASK 2.2 – DEVELOP SYSTEM ARCHITECTURE AND DESIGN FOR EPIC-LA IMPLEMENTATION

Contractor shall work with County's Project Manager to review the Functional Requirements.

DELIVERABLE 2.2 – SYSTEM ARCHITECTURE AND DESIGN DOCUMENT

Contractor shall submit to County's Project Manager for approval a System Design Document, included as part of Contractor's hardware and software specifications, for the implementation of the Application Software, as specified in *Subtask 2.2 – Develop System Architecture and Design for Epic-LA Implementation*.

SUBTASK 2.3 – PROVIDE HARDWARE AND SOFTWARE INFRASTRUCTURE SPECIFICATIONS

Contractor shall provide the County with a detailed set of specifications for the needed hardware and software infrastructure to support the Application Software. The specifications, at a minimum, shall include the following components:

1. Hardware requirements for the application server
2. Application server software specifications and requirements
3. Database requirements for the Application Software
4. Disk storage requirements

DELIVERABLE 2.3 – HARDWARE AND SOFTWARE INFRASTRUCTURE SPECIFICATIONS DOCUMENT

Contractor shall submit to County's Project Manager a Hardware and Software Infrastructure Specifications Document for the implementation of the Application Software, as specified in *Subtask 2.3 – Provide Hardware and Software Infrastructure Specifications*.

TASK 3 –APPLICATION SOFTWARE IMPLEMENTATION

This Task will be accomplished during Stages 2 (Assess & Define) and Stage 3 (System Configuration); Stage 4 (Configuration & Internal Test); Stage 5 (Build Specifications) and Stage 6 (Build) of the Project Plan. Those Stages 2 through 6 will include definition of requirements for custom reporting, data conversion and integrations/interfaces, as well as the importing and development of those reports, data, and integrations/interfaces.

SUBTASK 3.1 – INSTALL THE APPLICATION SOFTWARE ON COUNTY SERVERS

Contractor shall install the Application Software, including all components and configurations, during the lifecycle of this project on County the server environments including:

1. Development Environment
2. Test Environment
3. Production Environment

The order and timing of these installations shall be based on the Project Plan and the completion and acceptance of each component by County. Contractor shall identify and include tasks for the preparation and system installation in each of these environments in the Project Plan as defined in *Subtask 1.1 – Develop Project Plan* in this Statement of Work.

DELIVERABLE 3.1 – INSTALLED APPLICATION SOFTWARE ON COUNTY SERVERS

Contractor shall complete the installation of the Application Software on County servers for each of the three (3) environments identified above and submit a Certification of Completion to County's Project Manager for approval, as specified in *Subtask 3.1 – Install the Application Software on County Servers*. County will be responsible for installation of all operational software and hardware infrastructure.

SUBTASK 3.2 – CONFIGURE LDAP CONNECTION FOR SINGLE SIGN-ON

Contractor will configure the Application Software for one (1) LDAP connection County Active Directory.

DELIVERABLE 3.2 – CONFIGURED LDAP CONNECTION

Contractor shall complete the configuration of LDAP (Lightweight Directory Access Protocol) integration and submit a task/deliverable acceptance certificate to County Project Manager for review and acceptance, as specified in *Subtask 3.2 – Configure LDAP Connection for Single Sign-On*.

SUBTASK 3.3 – CONFIGURE GIS INTEGRATION

Contractor will configure the Application Software for integration with the County's ESRI-based GIS.

DELIVERABLE 3.3 – CONFIGURED GIS INTEGRATION

Contractor shall complete the configuration of GIS integration and submit a task/deliverable acceptance certificate to County Project Manager for review and acceptance, as specified in *Subtask 3.3 – Configure GIS Integration*.

SUBTASK 3.4– CONFIGURE AND OPTIMIZE APPLICATION SOFTWARE, WORKFLOWS, AND PROCEDURES

Contractor shall configure and optimize the Application Software to meet the requirements as Contractor specified in Attachment A.2 (*Functional Requirements*). Contractor shall also configure and optimize the Application Software to accommodate all DRP workflows and procedures, including, but not limited to the following categories:

1. All *discretionary* permits and associated or derivative workflows and procedures;
2. All *ministerial* permits and associated or derivative workflows and procedures;
3. All code *enforcement* cases and associated or derivative workflows and procedures; and
4. All *other* planning projects (e.g. plan amendments, specific plans, etc.) and associated workflows and procedures.

Contractor shall lead the County through the process of identifying and configuring all Application Software-capable workflows and procedures.

DELIVERABLE 3.4– CONFIGURED AND OPTIMIZED APPLICATION SOFTWARE

Contractor shall complete the configuration and optimization of the Application Software, workflows, and procedures and submit a task/deliverable completion certificate to County's Project Manager for review and acceptance, as specified in *Subtask 3.4 – Configure and Optimize EPIC-LA Application Software for the County's Workflows and Procedures*.

SUBTASK 3.5 – CONFIGURE PUBLIC-FACING CITIZEN ACCESS AND ELECTRONIC INTAKE PORTAL

Contractor shall configure and implement a Public-Facing Citizen Access and Electronic Intake Portal as Contractor specified in *Attachment A.2 (Functional Requirements)*.

DELIVERABLE 3.5 – CONFIGURED PUBLIC-FACING CITIZEN ACCESS AND ELECTRONIC INTAKE PORTAL

Contractor shall complete the configuration and optimization of the Public-Facing Citizen Access and Electronic Intake Portal and submit a task/deliverable completion certificate to County's Project Manager for review and Acceptance, as specified in *Subtask 3.4 – Configure Public-Facing Citizen Access and Electronic Intake Portal*.

SUBTASK 3.6 – CONFIGURE DATA INTEROPERABILITY TOOLS AND PROCEDURES

Contractor shall configure and integrate all data interoperability requirements Contractor affirmatively identified as an in-scope Integration, as specified in *Attachment A.2 (Functional Requirements)*.

DELIVERABLE 3.6 – CONFIGURED DATA INTEROPERABILITY TOOLS AND PROCEDURES

Contractor shall complete the configuration and integration of all data interoperability tools and procedures for use in the Application Software and submit a task/deliverable acceptance certificate to County Project Manager for review and Acceptance, as specified in *Subtask 3.6 – Configured Data Interoperability Tools and Procedures*.

SUBTASK 3.7 – CONFIGURE MOBILE DEVICE IMPLEMENTATION

Contractor shall configure the Application Software to communicate with mobile devices as Contractor specified in *Exhibit A, Attachment A.2 (Functional Requirements)*.

DELIVERABLE 3.7 – CONFIGURED MOBILE DEVICE IMPLEMENTATION

Contractor shall complete the configuration and implementation of mobile devices for use with the Application Software and submit a task/deliverable acceptance certificate to County Project Manager for review and Acceptance, as specified in *Subtask 3.7 – Configure Mobile Device Implementation*.

TASK 4 – DEVELOP UAT PLAN AND SUPPORT UAT

This Task will be accomplished during Stage 7 (System Acceptance Planning) of the Project Plan. That Stage 7 will include Contractor's provision of sample test scripts to assist County's creation of final test scripts, system overview and administrative training for County's power users, and testing/validation for promotion to end-user training.

SUBTASK 4.1 – DEVELOP UAT PLAN

Contractor shall develop and complete a User Acceptance Test (UAT) plan (UAT Plan) that, at a minimum:

1. Provides for County's performance of acceptance testing as modules and tasks are completed;
2. Provides for a Final User Acceptance Test (Final UAT) after certification of technical and functional readiness prior to Go-Live.

DELIVERABLE 4.1 – UAT PLAN COMPLETED

Contractor shall submit to County's Project Manager for review and approval the UAT Plan developed by Contractor pursuant to Subtask 4.1 – Develop UAT Plan.

SUBTASK 4.2 – PROVIDE SUPPORT FOR COUNTY UAT

Contractor shall support County activities including the development of test scripts for a successful completion of User Acceptance Testing by County of the Application Software.

DELIVERABLE 4.2 – UAT COMPLETED

Following County's successful completion of the User Acceptance Testing with the support of the Contractor, Contractor shall submit to County's Project Manager for review and approval the UAT Certification of pursuant to Subtask 4.2 – Provide Support for County UAT.

TASK 5 – FINAL DATA LOAD PLAN

This Task will be accomplished during Stage 8 (UAT/System Acceptance) of the Project Plan. That Stage 8 will include testing and signoff of each Application Software module, certification of functional and technical readiness, and promotion to a production and/or training environment.

SUBTASK 5.1 – DEVELOP FINAL DATA LOAD PLAN

Contractor shall provide a plan for Final Data Load, including but not limited to:

1. Providing Final Data Load Plan for the County data;
2. Facilitation of County data preparation activities;
3. Performing pre-data load validation of data;
4. Documentation of any data load issues;
5. Testing of multiple data loads; and
6. Final data loads into the production environment immediately prior to Go-Live.

DELIVERABLE 5.1 – FINAL DATA LOAD PLAN

Contractor shall provide to County's Project Manager for approval the final data load plan developed pursuant to Subtask 5.1 ó Develop Final Data Load Plan.

SUBTASK 5.2 – COMPLETE PRODUCTION DATA LOAD

Contractor shall complete data loads to the production environment immediately prior to Go-Live and after data loading has been tested and approved.

DELIVERABLE 5.2 – PRODUCTION DATA LOAD

Contractor shall submit to County for approval a report, including all appropriate documentation, confirming that the data loads to the production environment have been successfully completed pursuant to Subtask 5.2 ó Complete Production Data Load.

TASK 6 – DEVELOP SYSTEM DOCUMENTATION

This Task will be accomplished during all stages of the Project Plan, as set forth in the "Documentation" section of that Project Plan.

SUBTASK 6.1 – DEVELOP DOCUMENTATION

Contractor shall provide its standard Documentation covering functions, architecture, technical design, metadata of the application necessary for using third party reporting software and support and maintenance procedures, if any. Documentation must include, but is not limited to, the list of topics Contractor identified in Attachment A.2 (Functional Requirements).

DELIVERABLE 6.1 – DOCUMENTATION

Contractor shall submit to County's Project Manager for review and approval the Documentation developed by Contractor pursuant to Subtask 6.1 ó Develop Documentation.

TASK 7– SYSTEM TRAINING

This Task will be accomplished during Stage 9 (User Training) of the Project Plan. That Stage 9 will include development of a training plan, classroom and one-on-one training and knowledge transfer, and deployment of Contractor's standard online resources.

SUBTASK 7.1 – DEVELOP TRAINING PLAN

Contractor shall develop and provide to County a training plan for Training that shall include all training tasks associated with this project, including training of Users, County technical support and other staff designated by County, as described in this *Task 7– System Training*.

DELIVERABLE 7.1 – TRAINING PLAN

Contractor shall submit to County's Project Manager for approval the training plan developed pursuant to *Subtask 7.1 – Develop Training Plan*.

SUBTASK 7.2 – DEVELOP TRAINING SCENARIOS

Contractor shall develop training scenarios for use in training delivery, which shall, at a minimum:

1. Cover all Application Software functionality;
2. Be constructed in a manner that can also be used by individual Users in DRP environments;
3. Follow a logical progression of User tasks, including basic navigation, searching, initiating a project, workflow progression, electronic markup and review, version control, communication tools, standard reporting, ad hoc reporting, mobile device tasks and regular User administrative tasks;
4. Include separate scenarios for technical staff covering, maintenance configuration, administrative, ad hoc reporting and First Level Support tasks; and
5. Include standard Documentation, including training templates, so that the scenarios can be reusable by County for future training of new or replacement staff.

DELIVERABLE 7.2 – TRAINING SCENARIOS

Contractor shall submit to County's Project Manager for approval a report that includes the electronic Training scenarios, together with notification of how to access such training scenarios, developed pursuant to *Subtask 7.2 – Develop Training Scenarios*.

SUBTASK 7.3 – CONDUCT SYSTEM TRAINING

Contractor shall provide to County Training that shall include all Training tasks associated with this project, including Training of Users, DRP technical support and other staff designated by DRP, as described in this *Task 7– System Training*.

DELIVERABLE 7.3 – TRAINING COMPLETED

Contractor shall complete the Training and submit to County's Project Manager for approval the Certification of Training Completion pursuant to *Subtask 7.3 – Conduct System Training*.

TASK 8– SUPPORT SYSTEM PRODUCTION

This Task will be accomplished during Stage 10 (Production and Production Support) of the Project Plan. That Stage 10 will include preparations for the production environment, final data load/import cutover, final integration deployment, and on-site production support.

Following completion by Contractor and approval by County, Contractor shall submit to County's Project Manager for approval a report certifying that Final User Acceptance Test has been completed and the Application Software is ready for Production Use.

A Defect list, if any, shall be submitted with the certification, referenced above. County, in its sole discretion, shall determine if any unresolved Defects individually or cumulatively are critical to prevent the Application Software from achieving Go-Live.

Contractor shall support the production environment for a sixty (60) consecutive days from Go-Live without Priority Level 1 Defect (öWarranty Periodö). Upon occurrence of a Priority Level 1 Defect, Contractor shall correct such Defect by re-performance pursuant to, and subject to the applicable provisions of, the Agreement, including Exhibit B (Maintenance and Support). Contractor shall correct all Priority Level 1 Defects identified during such 60-day period, even if the last correction occurs after such 60-day period. Occurrence of a Priority Level 1 Defect shall restart the 60-day consecutive cycle following identification and correction of such Defect. At Countyö sole discretion, the 60-day period may restart without final correction if there is some extraordinary situation that warrants that action. The Warranty Period shall continue until the Application Software has successfully undergone a consecutive 60-day day cycle with no Priority Level 1 Defect.

Contractor shall submit to Countyö Project Manager for approval a report certifying that the Application Software has been in Production Use for at least sixty (60) consecutive days without Priority Level 1 Defect and that all other Defects discovered during such 60-day period have been corrected. The report shall include documentation of all Priority Level 1 documented during the Warranty Period and a timetable for the correction of each such Priority Level 1 Defect in accordance with applicable standards for correcting such Defects under Exhibit B (Maintenance and Support).

TASK 9– MAINTENANCE AND SUPPORT

This Task will be accomplished according to the terms and conditions of the Base Agreement and Exhibit B (Maintenance and Support).

SUBTASK 9.1 – DEVELOP MAINTENANCE AND SUPPORT PLAN

Contractorö plan for Maintenance and Support (öMaintenance and Support Planö), is set forth at Exhibit B. The Maintenance and Support Plan shall address, at a minimum, the following Services:

1. Service levels; and
2. Application Software Updates.

DELIVERABLE 9.1 – PROVIDE MAINTENANCE AND SUPPORT PLAN

Contractor has provided, and County approved, the Maintenance and Support Plan set forth in Exhibit B in accordance with Subtask 9.1 ö Develop Maintenance and Support Plan.

SUBTASK 9.2 – IMPLEMENT AND PROVIDE MAINTENANCE AND SUPPORT SERVICES

Contractor shall work jointly with the County to implement Maintenance and Support Services in accordance with Exhibit B.

If a problem can be resolved based on the technical training and materials provided by Contractor, then Countyö technical staff will use reasonable efforts to resolve such problem prior to contacting Contractor. If Countyö technical staff is unable to resolve the problem or if County determines that there is a problem resulting from the Application Software provided by Contractor, then the problem will be escalated by County to Contractor as a Defect for resolution, subject to remedies for Contractorö failure to timely resolve the problem.

All Functional Requirements are to be maintained as part of the Maintenance and Support Services for the entire term of the Agreement.

DELIVERABLE 9.2 – MAINTENANCE AND SUPPORT SERVICES

Contractor shall provide Maintenance and Support Services in accordance with Subtask 9.2 ó Implement and Provide Maintenance and Support Services.

Maintenance and Support Services shall include, without limitation:

1. Providing technical support to the County technical team for maintaining the Application Software; and
2. Providing Application Software Updates.

TASK 10– ADDITIONAL SERVICES

This Task will be accomplished according to the terms and conditions of the Base Agreement and the “Additional Services” section of the Project Plan.

SUBTASK 10.1 – PROVIDE ADDITIONAL SERVICES

Following Go-Live, County may from time to time, during the term of the Agreement, submit to Contractor written requests for Additional Services using Pool Dollars, including Additional Services and/or Additional Applications. Following County’s request for Additional Services, Contractor shall submit to County for approval a proposed scope of work for such Additional Services and a not-to-exceed maximum fixed price calculated, as applicable, based on the fixed hourly rate and a pass-through cost for additional products of third parties. Contractor shall also submit an estimate of personnel hours required to complete the Additional Services. County and Contractor shall agree on the scope of work for the tasks and deliverables to be performed, the goods to be delivered and the maximum fixed price for such Additional Services.

DELIVERABLE 10.1 – ADDITIONAL SERVICES

Upon County’s request for, and the parties’ agreement on, the scope of work and the maximum fixed price, Contractor shall provide to County Additional Services in accordance with Subtask 10.1 ó Provide Additional Services and certify in writing that the Additional Services meets the requirements of the applicable scope of work, the Agreement including the Statement of Work, the Maintenance and Support Services terms, and applicable industry standards.

Any Additional Applications, once provided, shall become part of, and be deemed, the Application Software.

Attachment A.1
Project Plan

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PROJECT SCOPE:

The County is acquiring a full suite of EnerGov products to be delivered within a single phase (Phase 1 – DRP). What follows is an overview of the deliverables of each stage within this implementation process. This document includes:

- The tasks to be accomplished within each stage
- The resources required of both Contractor and County
- The stakeholders engaged
- Risk identification
- Success factors
- Invoicing and payment procedures
- Attachments

CONTRACTOR PROFESSIONAL SERVICES RESOURCES PURCHASED:

- Professional Implementation Services = 3864 resource hours
- Training Certification = 2 Included @ \$3,998
- Estimated Travel = 42 weeks onsite (\$78,540)

IMPLEMENTATION

Certification Classes: Training Certification classes are offered to the County at the rate of \$1,999 per student per class. Classes are held at the Contractor’s EnerGov training facility in Duluth, GA, and should be scheduled and completed as soon as possible during the earliest stages of the Implementation Services. All travel, lodging and meals for each student attending is the responsibility of the County.

Business Processes: Setup and configuration will be confined to those business processes and business streams that are appropriate for the Application Software. Business processes that cannot be managed from within the Application Software are not considered part of this project. The “to-be” configured business processes are defined and documented in the assess/define stages of the project. Below are the high level processes and departments that should be considered within scope of the project:

County Departments to be within scope:

- i. DRP and Reviewing Agencies

TASK OWNERSHIP

Contractor provides a well-defined multi-stage roadmap that can be applied to a single-phase project or to projects with multiple phases. The following tasks have been arranged for this single-phase project with responsibility definitions for both Contractor and County as follows:

- **Own** – Ownership of the task throughout
- **Participate** – Active, ongoing participation in the task throughout
- **Advise** – Advisory role as needed by the other party
- **None** – No planned/required involvement by the designated party

STAGE ACCEPTANCE (Approval of Work)

Each stage, as established in this Project Plan, is designed to provide a point at which a full review of the stage objectives is assessed for completeness. When a stage is complete, a Work-Acceptance Form (see Project Plan Attachment A) is completed and signed by the County signifying acceptance of that stage and the beginning of the next stage. Each stage is dependent on the results of the previous stage such that each stage of the methodology cannot begin until the previous stage is completed and approved.

INVOICING AND COUNTY SIGNOFFS

Contractor will invoice for resources consumed against each stage at stage acceptance according to Exhibit C (Pricing and Payment Schedule). Contractor will not invoice for any resources required outside of the project budget without a signed and approved Change Notice or Amendment from the County, as provided for in Paragraph 5 of the Base Agreement.

Stage 0 - Software Delivery & Certifications

Objectives:

- Contractor purchased software is made available to the County for downloading (software delivered)
- County will schedule and attend Training Certification

Stage 1 - Initiation and Planning

112 hours of Implementation Services allocated to Stage 1 budget – resources not to exceed without a signed Change Notice or Amendment for Additional Services.

Objectives:

- Schedule kick-off meeting
- Develop Project Plan - Introduction to project and detailed review of stages, Tasks and milestones/deliverables, as well as identification of resources such as “Key Personnel” and “Key Staff”
- Prepare Status Reporting Plan, including a risk management reporting plan
- Distribution of forms and gathering of high-level organizational and process information
- Establishment of communication channels (Project Manager, SMEs, Permitting Systems Coordinator, etc.)
- Assessment of IT infrastructure and needs – System Architecture Recommendation
- Planning for staff mobilization & allocation
- Team Training

Tasks:

Initiation & Planning		
Tasks	Contractor	County
Conduct Planning/Initiation Introductory Kickoff meeting	Own	Participate
Assign Project Team Members	Advise	Own
Provide/Assign facilities for Contractor on-site activities	Advise	Own
Identify non-working days (i.e. vacations, holidays, etc.)	Own	Participate
Define procurement and configuration plan for necessary hardware, Third-Party Software and networking infrastructure by the County as specified by Contractor’s	Advise	Own

Hardware / Infrastructure requirements documentation		
Provide Contractor remote access (when needed) to required server for Contractor software installation and system configuration	Advise	Own
Deliver and review Process and Configuration Collection Templates	Own	Participate
Create SharePoint site to manage project deliverables, documents, UAT and other aspects of the overall implementation	Own	None
Deliver and review Project Status Report Template	Own	Participate
Deliver and review Sample Signoff Form	Own	Participate
Deliver and review GIS requirements and best practices documentation	Own	Participate
Deliver and review Data Conversion Template Database (DCT-DB), ERDs and usage documentation	Own	Participate
Prepare programs/databases for integration	Advise	Own
Identify and document project risks and resolutions	Lead	Participate
Amend project scope/Project Plan as needed	Own	Participate
Deliver and review Project Plan	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Project Planning & Initiation Stage Sign Off to County	Own	None
Return Project Planning & Initiation Stage Sign Off to Contractor	None	Own

Milestone/Deliverable: Signoff of Initiation and Planning Stage

Stage 2 - Assess & Define

848 hours of Implementation Services allocated to Stage2 budget – resources not to exceed without a signed Change Notice or Amendment for Additional Services.

Objectives:

- Contractor to gain an understanding about how County conducts business, leveraging County's subject matter experts to review the business requirements and configuration specifications
- Translate business understanding into the "to-be" documented EnerGov configuration definition, and validate the associated business requirements
- Define custom hardware specifications upon County request, which Contractor will remotely verify, and will notify County of any identified non-conformance

Tasks:

Assess & Define		
Tasks	Contractor	County
Identify Case Types (i.e. Permit Types, Plan Types, Inspection Types, etc.)	Advise	Own
Scope and document business processes to be implemented (i.e. Workflows, Automation, GeoRules, etc.)	Own	Participate
Return Process and Configuration Collection Templates to Contractor	None	Own
Deliver ArcGIS base map service(s) to Contractor	Advise	Own
Develop Project Definition Documents to include comprehensive collection of business processes,	Own	Participate

configuration and other details identified during this Stage		
Deliver and review Project Definition Documents	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Assess & Define Stage Sign Off to County	Own	None
Return Assess & Define Stage Sign Off to Contractor	None	Own

Milestone/Deliverable: Signoff of Assess & Define Stage

Stage 3 –System Configuration

1032 hours of Implementation Services allocated to Stage 3 budget – resources not to exceed without a signed Change Notice or Amendment for Additional Services.

Objectives:

- Configure the core Application Software in accordance with definitions from Assess & Define stage, which may include at least the following configurations:
 - LDAP Connection
 - GIS Integration
 - Workflows and procedures, including discretionary and ministerial permits and enforcement cases, as well as other planning projects
 - Public-facing citizen access and electronic intake portal
 - Data interoperability tools and procedures
 - Mobile device implementation

Tasks:

System Configuration		
Tasks	Contractor	County
Deploy pre-production environment to house the configuration system as defined and reviews by Contractor's Hardware / Infrastructure requirements documentation	Advise	Own
Configure the Application Software based upon definition established in the previous Assess & Define stage	Own	Participate
Perform ongoing with County as configuration progresses	Own	Participate
Deliver populated Data Conversion Template Database (DCT-DB)	None	Own
Complete Basic Configuration Reviews	Own	Participate
Deliver System Configuration Stage Sign Off to County	Own	None
Return System Configuration Stage Sign Off to Contractor	None	Own

Milestone/Deliverable: Signoff of System Configuration Stage

Stage 4 –Internal Test

288 hours of Implementation Services allocated to Stage 4 budget – resources not to exceed without a signed Change Notice or Amendment for Additional Services.

Objectives:

- Conduct initial operational test

- Confirm proper configuration

Tasks:

Internal Test		
Tasks	Contractor	County
Provide users logins for key County staff	Own	None
Conduct basic system configuration testing/retesting walkthrough	Participate	Own
Record testing results in SharePoint	None	Own
Resolve any system issues identified	Own	None
Other tasks as identified	Own for respective team	Own for respective team
Deliver Internal Testing Stage Sign Off to County	Own	None
Return Internal Testing Stage Sign Off to Contractor	None	Own

Milestone/Deliverable: Signoff of Internal Test Stage

Stage 5 - Build Specifications

376 hours of Implementation Services allocated to Stage 5 budget – resources not to exceed without a signed Change Notice or Amendment for Additional Services.

Objectives:

- Define custom report requirements
- Define and map data conversion requirements (see section titled *Data Conversion*)
- Define integration specifications
- Define and map, based on provided API's, interface requirements

Data Conversion within scope		
System Name	Details	Comments
Accela Legacy Data Source	DRP case records within the Accela Legacy system are within scope	

System Integrations within scope	
System Name	Comments
EMC Documentum	Integration with County's EMC Documentum is within scope

Tasks:

Build Specifications		
Tasks	Contractor	County
Populate Data Conversion Template Database (DCT-DB)	Advise	Own
Deliver and review list out-of-the-box standard reports, documents, dashboards and search consoles in order to identify any gaps in report coverage that may require	Own	Participate

custom report development		
Deliver Report Specifications (must include the formula for any field calculations/summaries) and PDF samples for any required custom reports (if necessary)	Advise	Own
Deliver Custom Report Development estimate (hours and cost) and accompanying Change Order (if necessary)	Own	None
Deliver API's for any integrations that require them (if necessary)	None	Own
Develop integration specifications	Own	Advise
Deliver and review integration specifications to County	Own	Advise
Produce custom programming specifications and deliver to EnerGov R&D (if necessary)	Own	Advise
Other tasks as identified	Own for respective team	Own for respective team
Deliver Build Specifications Stage Sign Off to County	Own	None
Return Build Specifications Stage Sign Off to Contractor	None	Own

Milestone/Deliverable: Signoff of Build Specifications Stage

Stage 6 - Build

344 hours of Implementation Services allocated to Stage 6 budget – resources not to exceed without a signed Change Notice or Amendment for Additional Services.

Objectives:

- Write Custom Reports per defined requirements
- Import data from Data Conversion Template Database (DCT-DB) into master Application Software database
- Development of scoped and defined integrations

Tasks:

Build		
Tasks	Contractor	County
Deliver and review populated Data Conversion Template Database (DCT-DB) with Contractor's Data Services team member(s)	Advise	Own
Import data into master database from populated Data Conversion Template Database (DCT-DB)	Own	None
Produce, deliver and review internally tested import of legacy data into master database	Own	Participate
Produce, deliver and review internally tested custom reports per defined requirements (if necessary)	Own	Participate
Produce, deliver and review internally tested integrations per defined requirements	Own	Participate
Provide and review the documented cut over strategy	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Build Stage Sign Off to County	Own	None
Return Build Stage Sign Off to Contractor	None	Own

Milestone/Deliverable: Signoff of Build Stage

Stage 7 - System Acceptance Planning

168 hours of Implementation Services allocated to Stage 7 budget – resources not to exceed without a signed Change Notice or Amendment for Additional Services.

Objectives:

- Contractor will provide sample test scripts and assist/support County's creation of final test scripts, based on pre-determined functionality requirements criteria
- Submit test scripts to County project manager for review and signoff
- Provide system overview and administrator training for power users (i.e. County testers, administrators and IT)
- Conduct testing and system validation for promotion to end user training

Tasks:

System Acceptance Testing		
Tasks	Contractor	County
Develop and review acceptance schedule and criteria	Own	Participate
Coordinate training logistics and schedule	Own	Participate
Provide facilities suitable to training and testing needs	Advise	Own
Provide, if requested by County, Contractor's training lab	Own	Advise
Recommend test strategies, scenarios and best acceptance practices	Own	Participate
Develop test scripts and testing criteria (based on documented business processes, interfaces, imports, reporting, etc.)	Advise	Own
Provide System Overview and Administrator training for Power Users	Own	Participate
Deliver fully configured database for pre-System Acceptance Testing data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for System Acceptance Testing	None	Own
Conduct pre-System Acceptance Testing import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to County	Own	None
Deploy fully configured and imported master database into the production testing environment NOTE: As this is Phase I, System Acceptance Testing may take place in the production system while configuration issue resolution is done in Pre-production and promoted to Production for retesting	None	Own
Other tasks as identified	Own for respective team	Own for respective team
Deliver System Acceptance Testing Stage Sign Off to County	Own	None
Return System Acceptance Testing Stage Sign Off to Contractor	None	Own

Milestone/Deliverable: Signoff of System Acceptance Testing Stage

Stage 8 – UAT/ System Acceptance

352 hours of Implementation Services allocated to Stage 8 budget – resources not to exceed without a signed Change Notice or Amendment for Additional Services.

Objectives:

- Test and signoff on each delivered module, suite or component based on criteria
- Provide for final testing after certification of functional and technical readiness
- System ready for production and promoted to a production and/or training environment

Tasks:

Verification and System Acceptance		
Tasks	Contractor	County
Conduct testing of custom (if necessary) and standard reports	Advise	Own
Conduct testing of main EnerGov forms and end-to-end system functionality	Advise	Own
Conduct testing of produced integrations	Advise	Own
Conduct testing of imported data	Advise	Own
Record testing results in SharePoint	None	Own
Resolve identified System Acceptance Testing issued identified	Own	Participate
Retest until Acceptance criteria are met or full hours consumed	Participate	Own
Other tasks as identified	Own for respective team	Own for respective team
Deliver Verification and System Acceptance Stage Sign Off to County	Own	None
Return Verification and System Acceptance Stage Sign Off to Contractor	None	Own

Milestone/Deliverable: Signoff of Verification and System Acceptance Stage

Stage 9 - User Training

160 hours of Implementation services allocated to Stage 9 budget – resources not to exceed without a signed Change Notice or Amendment for Additional Services.

Objectives:

- Develop training plan
- Provide requisite hours of on-site classroom and one-on-one training and knowledge transfer
- Make training through Contractor's standard online resources

Tasks:

User Training		
Tasks	Contractor	County
Produce, deliver and review County specific training materials	Own	Participate
Coordinate training logistics and schedule	Own	Participate
Provide facilities suitable to training needs	Advise	Own
Provide, if requested by County, Contractor's training lab	Own	Advise
Deliver fully configured database for pre-User Training data import to EnerGov	None	Own

Populate Data Conversion Template Database (DCT-DB) with latest iteration for User Training	None	Own
Conduct pre-User Training import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to County	Own	None
Deploy fully configured and imported master EnerGov database into the Production testing environment NOTE: As this is Phase I, User Training may take place in the Production system while configuration issue resolution is done in Pre-production and promoted to Production for retesting	None	Own
Conduct training	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver User Training Stage Sign Off to County	Own	None
Return User Training Stage Sign Off to Contractor	None	Own

Milestone/Deliverable: Signoff of User Training Stage

Stage 10 – Production & Production Support

184 hours of Implementation Services allocated to Stage 10 budget – resources not to exceed without a signed Change Notice or Amendment for Additional Services.

Objectives:

- Prepare for production environment
- Conduct final data load/ import cutover
- Conduct final integration deployment
- Contractor to provide on-site production support

Tasks:

Production & Production Support		
Tasks	Contractor	County
Deliver fully configured database for Production data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for Production	None	Own
Conduct Production import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to County	Own	None
Deploy fully configured and imported master EnerGov database into the Production environment	None	Own
Provide onsite pre and post production support	Own	None
Define support logistics and schedule	Own	Advise
Assist County as production issues arise	Own	Participate
Provide technical and functional user support	Participate	Own
Develop and maintain post-production issues list in SharePoint	Participate	Own
Ensure key/critical personal are present and available to participate	Advise	Own

Other tasks as identified	Own for respective team	Own for respective team
Deliver Production & Production Support Stage Sign Off to County	Own	None
Return Production & Production Support Stage Sign Off to Contractor	None	Own

Milestone/Deliverable: Signoff of Production & Production Support Stage

Additional Services

Provide Additional Services

County may from time to time, post Go-Live and during any Optional or Extended Term, submit to Contractor written requests for Additional Services using Pool Dollars. Following County's request for Additional Services, Contractor shall submit to County for approval a proposed Scope of Work for such Additional Services and a not-to-exceed price calculated, as applicable, based on the rates set forth in Exhibit C (Pricing and Payment Schedule. Contractor shall also submit an estimation of personnel hours required to complete the Additional Services. County and Contractor shall agree on the Scope of Work and pricing for the tasks and deliverables to be performed in connection with such Additional Services.

*DATA CONVERSION (see tasks associated with data transfer, above)

One of the more difficult aspects of software transition revolves around data conversion. Optionally, data can be entered into a new system manually but the time, expense and accuracy of this method falls short of most project requirements.

Automating the process through the use of custom written code is faster, less expensive and more accurate but creates friction points between vendor and County.

The following criteria are applied to Data Conversion

☐ Data Format

The County must provide data to Contractor in the Data Conversion Template Database (DCT-DB) structure. Providing data in this format will ensure that data is properly imported into the system. Data not provided in this structure will not be considered for import.

☐ Data scrubbing/cleansing

Any data scrubbing should be done by the County prior to populating the DCT-DB. Data scrubbing and cleansing is not included in-scope.

☐ Required Fields

There are certain fields in the Application Software which are required fields, and Contractor cannot write records to the master database without populating these columns. Sometimes, these required fields will not be available in the legacy source data, so a simple default value can be written to the DCT-DB to fulfill the NOT NULL constraint.

❑ Custom Fields

Most legacy systems will have some attribute fields that are not specified in the corresponding master table within DCT-DB. In the Application Software, Contractor will refer to these as custom fields. Within each module, there will be a child table for such custom fields. Since these are specific to the legacy system(s), the County may add columns to these tables in DCT-DB to accommodate any needed custom fields in the migration.

❑ Parsing data

Address Data: Contractor does not parse out address information for optimization purposes. Rather the County is responsible to deliver the address information in the requested (preferred format). Contractor will import the address data delivered (format) and map the fields to the best possible location in the Application Software. Contractor is not responsible for cleanup of inconsistent addressing.

Phone Numbers: Phone numbers are imported in the format in which the data is delivered to Contractor. Contractor is not responsible for cleanup of inconsistent numbering or sequencing.

Individuals / Names: Individual names are imported in the format in which the data is delivered to Contractor. Contractor is not responsible for parsing out single name fields into First, Last, Middle, Company, etc.

Contacts Data: If contact data is not keyed in such a way that each instance of a person has one, and only one, contact record (the record with all of their attributes such as name, address, company, phone, etc.) in the data source, then the contacts associated with a record will typically be imported into a general information tab rather than into the EnerGov Enterprise Contacts Manager.

❑ Business-Specific Rules

Business specific rules are handled in the software configuration process and cannot typically be mapped within the Data conversion process. This includes but is not limited to EnerGov Intelligent Objects and EnerGov Case Workflows.

❑ Calendars & Scheduling

The Application Software can import scheduled hearings and meeting details; however any data residing on an actual calendar control is excluded from the scope of the data conversion.

KEY PROJECT ASSUMPTIONS

- County and Contractor shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- County will provide Contractor with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- County will provide work space for Contractor Work completed on County premises.
- Contractor shall initially implement the most current version of the Application Software as of the Effective Date. During the implementation Contractor will provide newer releases of the software that meet or exceed that version. After Go-Live, the County is responsible for installing newer releases. Release notes are provided for all new versions.
- County will maintain primary responsibility for the scheduling of County employees and facilities in support of project activities.

-
- County shall provide Contractor with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.
 - County will provide/purchase/acquire the County Environment to support the Application Software in both support/testing and production environments.
 - County is responsible for proper site preparation, hardware, software and network configuration in accordance with Contractor's specifications.
 - County has, or will provide, access licenses and documentation of existing system to which Contractor will read, write or exchange data.
 - County has, or will provide, a development/testing environment for import and interface testing as they are developed by Contractor.
 - Contractor shall be responsible for implementing a functioning version of the Application Software (assuming County has installed the proper hardware, software, and networking devices).
 - Contractor will provide County with a weekly status reports that outline the tasks completed. Contractor will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from County) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.
 - Contractor personnel shall attend executive project review committee meetings (internal) as needed.

OUT OF SCOPE

- Any custom software enhancements such as undocumented enhancements to source code
- Resource hours that extend scope
- Post System Acceptance Configuration. System Acceptance requirements are met at the completion of System Acceptance (Stage 5). Any changes requested of the Contractor implementation team to alter the configuration, post System Acceptance, must be documented through a Change Notice or Amendment and may incur additional costs. County has access to all built-in configuration tools is free to reconfigure or create new configuration as required or desired.

RISK / MITIGATION STRATEGY

Unavailability/Incompatibility of Staff

Risk: Contractor recognizes that individuals assigned to projects may become unavailable due to various causes. Further, Contractor recognizes that individuals sometimes clash for reasons of incompatibility. Contractor schedules team members based on all the projects to which those individuals are assigned. Unavailability may occur due to unforeseen circumstances such as family matters or their departure from Contractor employment. Incompatibility creates intolerance in project objectives and tasks and creates unnecessary delays and can lead to project failure if not corrected.

Mitigation: In the event a Contractor project member is determined to be unavailable, Contractor manager will consult with County on alternatives such as a temporary replacement or substitute of the person. Likewise a similar response is expected from the County if their team member is unavailable.

Incompatibility is addressed first through attempts to resolve the compatibility issues between individuals. Failing resolution, team members must be replaced. In the event a Contractor team member

is determined to be incompatible, Contractor will replace with a new team member and provide time to orient to the project before assuming their respective responsibilities.

County Staff Availability

Risk: Delays in the project timeline will occur if appropriate County staff is unavailable to meet with or respond to Contractor for timely decisions and or directions. Contractor recognizes that individuals assigned to projects may become unavailable due to various causes. Unavailability may occur due to unforeseen circumstances such as family matters or their departure from County employment.

Mitigation: In the event a County project member is determined to be unavailable, County's manager will consult with Contractor on alternatives such as a temporary replacement or substitute of the person. County should insure that staff assigned to this project is given sufficient priority and authority to work with Contractor while completing other County responsibilities in a timely fashion. Decisions must be made in hours and days, not weeks.

Scope Changes (aka - Scope "Creep")

Risk: Poorly defined projects always take longer than expected or cost more than expected because of poorly defined scope at the beginning of the project.

Mitigation: Both parties must insure that the scope of the project is well stated and completely defined to the best of each party's knowledge. Functional requirements should be reviewed carefully to insure completeness. Change Notices or Amendments are required to document any subsequent impact on schedule and/or costs.

Activity Focus

Risk: Sometimes associated with efforts that lead to Scope Changes, Activity Focus is a risk that minor activities consume time that should be dedicated to major activities of the project with the end result that time and/or costs overruns budget. Examples include meetings of little substance or that go longer than they need or time consume investigating undocumented functionality or other activities not in scope.

Mitigation: Project Managers for both Parties must guard themselves to avoid focus drift by insuring the focus is squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

Incomplete Legacy, Interface Documentation

Risk: During the project certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

Mitigation: County should insure that APIs for interfacing to other systems is available to Contractor and that legacy data imports are known in advance of need.

Achievable Goals

Risk: The expectation of this project are set too high or are not explicit or clear to County Staff and thus not communicated to Contractor through Functional Requirements and clearly stated scope.

Mitigation: The parties must insure that the goals of the project are explicit, well defined and attainable and that both parties have "signed off" on the requirements

Technology Age

Risk: This risk is highly dependent on the choice of Contractor products and whether the County is hosting any of those products. If the County will be hosting its own then the technology utilized should be robust enough for several years into the future. Technology that barely meets minimum requirements today will be insufficient as the system and needs of the system grow.

Mitigation: Contractor will assist County in determining optimal technology and plans to guard against pre-mature obsolescence.

CRITICAL SUCCESS FACTORS

In order to successfully execute the Implementation Services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the County and Contractor, identifying and monitoring project risks, and promoting strong project communication.

- **Knowledge Transfer** - While Contractor cannot guarantee specific expertise for County staff as a result of participating in the project, Contractor shall make reasonable efforts to transfer knowledge to the County. It is critical that County personnel participate in the analysis, configuration and deployment of the Contractor software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase, the County will be responsible for administering the configuration and introduction of new processes in the Contractor system.
- **Dedicated County Participation** – Contractor fully understands that County staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the Contractor implementation project. However, it is critical that the County acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Contractor shall communicate insufficient participation of County and Contractor resources as well as the corresponding impact(s), through Project Status Reports.
- **Acceptance Process** – Acceptance must be based on criteria. The objectives and tasks of each stage of a project provide the basic criteria by which to judge acceptance of a stage is to be granted. Within each stage additional criteria will be developed by team members on which to judge future stages. For example, System Acceptance (Stage 5) will be based on criteria developed in earlier stages.

As resource are consumed, Contractor shall provide the County with a Work Acceptance Form (see Project Plan Attachment A) to formalize receipt. The Work Acceptance Form is subsequently signed by the appropriate County stakeholder(s), and faxed or emailed to Contractor. Timely and honest acceptance is required to maintain project momentum. Failure to properly establish acceptance criteria or failure to accept a properly completed stage will cause delays in the project.

In an effort to ensure quality and complete satisfaction with each stage of the project, Contractor's professional services division has established the following rule: A Signed Work Acceptance Form (see Project Plan Attachment A) is required upon completion and County-acceptance of the resources consumed on the project. Stage signoff is also required before proceeding to the next stage in the process. A change to any of the resources dedicated to any of the stage processes requires a change order in order to reallocate to any subsequent stages.

- **Managing Project Scope** - In an effort to implement the project on time and within budget, both Contractor and County agree to limit the software and professional services to only those items identified in this Statement of Work. Expanded scope results in additional costs. The implementation services scope for the Contractor products and departmental configuration services are formalized the approved project definition documentation ("PDD") defined during the Assess and Define stages of the project. Functional software requirements are defined by the Functional Requirements at Attachment A.2 and by the County's due diligence assessment and are not included within the system configuration / project scope.

Change Notices or Amendments for additional items outside the scope of the defined project requirements must be submitted in advanced and signed by project stakeholders before work can be

accomplished on those items. Likewise, reductions of the defined scope will also require Change Notices or Amendments.

FUTURE AMENDMENTS TO SCOPE

Future changes in the project scope, beyond the capability of a Change Notice or Amendment, will assume the appropriate processes outlined in the Base Agreement, unless future scope changes require a different or modified process.

PROJECT MANAGEMENT

Contractor performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project management includes the following tasks:

- Project plan management using Microsoft Project
- Project document management using Microsoft SharePoint
- Issue log management and escalation
- Status reporting
- Change order management
- Project workspace management
- Resource management
- Executive project oversight via Executive Director and Project Review Committee

By mutual agreement some project management tasks are shared between the Contractor Project team and the County Project Manager/Stakeholders.

PROJECT SCHEDULE

The parties subsequently collaborate Stage 1 (Initiation and Planning) to determine a start date for Implementation Services. Upon initiation of these Implementation Services, Contractor shall work with County to collaboratively finalize a Project Schedule. Given the fact that project schedules are working documents that change over the course of the project, Contractor shall work closely with County to update, monitor, agree, and communicate any required changes to the project schedule.

Development Tools

No special development tools are required for the Application Software. The Source Code is available to County on the terms set forth in the Base Agreement.

With the exception of the development of new reports, the configuration tools are built-into the Application Software and the County has full access. The Contractor implementation staff will use these same configuration tools to setup the Application Software. Administrator training includes the use of the configuration tools.

Application Software reports are developed in Crystal Reports. Any changes in the reports included with the Application Software or the development of new reports does require a licensed copy of Crystal Reports. Contractor recommends this function be reserved for System Administrators or designated staff who have the skills and the necessary access to the Application Software.

The Application Software includes a built-in Crystal Report reader so they, if authorized to view reports, do not require Crystal.

Documentation

Contractor-provided documentation

Over the course of the staged implementation lifecycle, the Contractor project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel) for configuration
- Data Mapping docs (MS Excel) for data conversion
- ERDs & Data Dictionaries for IT (PDF and CHM)
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

County-provided documentation

A definitive list of County-provide documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Certainly, County's assistance in completing the Contractor-provided forms and requests for configuration information is essential to a successful project

Documentation originated by the County includes:

- Application Programming Interface documents (API's) for any third-party software system to which the EnerGov software will interface and exchange data
- Import data documentation and in a format suitable for import into the EnerGov System (please see section titled Data Conversion)
- Workflow documentation on the County's current business processes
- Copies of pertinent ordinances or other controlling authorities
- Fee Schedules
- Copies of existing permits, licenses, other documents presented to the public and expected to be derived from the Application Software

-

PROJECT PLAN SCHEDULES

Schedule 1: Sample Work Acceptance Form

Schedule 2: Sample Change Notice Form

Schedule 3: Hardware/Software Requirements

Schedule 4: Sample Custom Programming Request Form

Schedule 5: Data Conversion Template Database (DCT-DB) Database Model

Schedule 6: Data Conversion Template Database (DCT-DB) Guidelines

Schedule 1 – Sample Work Acceptance County Sign Off

County:

Dates:

Reason for Visit:

(This form is used to both record resources consumed during the project and work accomplished toward requirements.)

Accomplishments	Performed By	Notes

If payment associated with this Work:

Payment

Invoice amount due as a result of the work accomplished and listed above.

Amount Due: **\$ 0.00**

☐ I am satisfied with the work performed during this stage and approve the payment listed above.

☐ I am NOT satisfied with the work performed during this stage and DO NOT approve the payment listed above. (Note: the project cannot continue to next phase until this work is completed satisfactorily. Please list specific reasons for nonpayment on the following page).

Print Name: _____

Signature: _____

Date: _____

Reasons for non payment

Use this sheet only if you do not approve of the work performed by the project consultant, and/or do not consent to the payment listed above. Be as specific as possible.

Reason	Expected Outcome	Department / Name
<List Reasons Here>		

Print Name: _____

Signature: _____

Date: _____

Schedule 2 – Sample Change Notice Request

Client: _____

Date: _____

Generated By: _____

**Authorized
By:** _____

Change Overview:

--

Narrative Description of Change:

--

Impact of Change:

**Schedule
Impact:**

Delay of milestone & sub-tasks on Tyler Technologies Implementation
Project Plan including:

Task	Proposed Date Changes

Cost Impact:

Change Detail	Credit	Debit	Total

Revision No.: _____

No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technology Project Manager

Date Approved	Comments	Approved By	Signature

Schedule 3 – Hardware/Software Requirements

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ENERGOV SYSTEM REQUIREMENTS

Tyler Technologies' EnerGov is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

SITE ASSESSMENT

Your site's system requirements are contingent upon several factors. Tyler uses a point system to help determine which specifications and configurations work best for your site. This document will help Tyler determine which setup is best for you.

For each of the following applications that your site will use, indicate your site's quantity for each application variable. Each quantity has a pre-determined Point Value in parentheses, which is used to tabulate your "Total Point Value" below.

EnerGov	# Core Users	NA (0)
		1 – 25 Concurrent Core Users (4)
		25 – 50 Concurrent Core Users (7)
		50 – 100 Concurrent Core Users (11)
		100 + Concurrent Core Users (16)
Citizen Portal	Citizen Portal Option	NA (0)
		Citizen Web Portal (2)

Total Point Value

SERVER SPECIFICATIONS

For the following table, use your Total Point Value from the previous Site Assessment to determine which specifications are required for your site's business needs.

- The single server configuration is denoted as "Single".
- Multi-server configurations are broken into Application Server (AS), Database Server (DB), and Web Server (Web) requirements.

Component	Requirement	Specifications						
		TOTAL POINT VALUE						
		1-6	7-10			11-15		
		Single	AS	DB	Web	AS	DB	Web
Processor	Xeon Hex Core ¹	•	••	••	••	••	••	••
Memory	GB RAM	16	16	32	16	32	32	32
Available Disk Space^{2,3}	Bus 1 – SAS	100 GB	100 GB	100 GB	100 GB	100 GB	100 GB	100 GB
	Bus 2 – SAS	500 GB	N/A	500 GB	N/A	N/A	750 GB	N/A

Contact Tyler for custom specifications.

• One processor required; •• Two processors required.

¹ If running in a virtual environment, four virtual cores are needed.

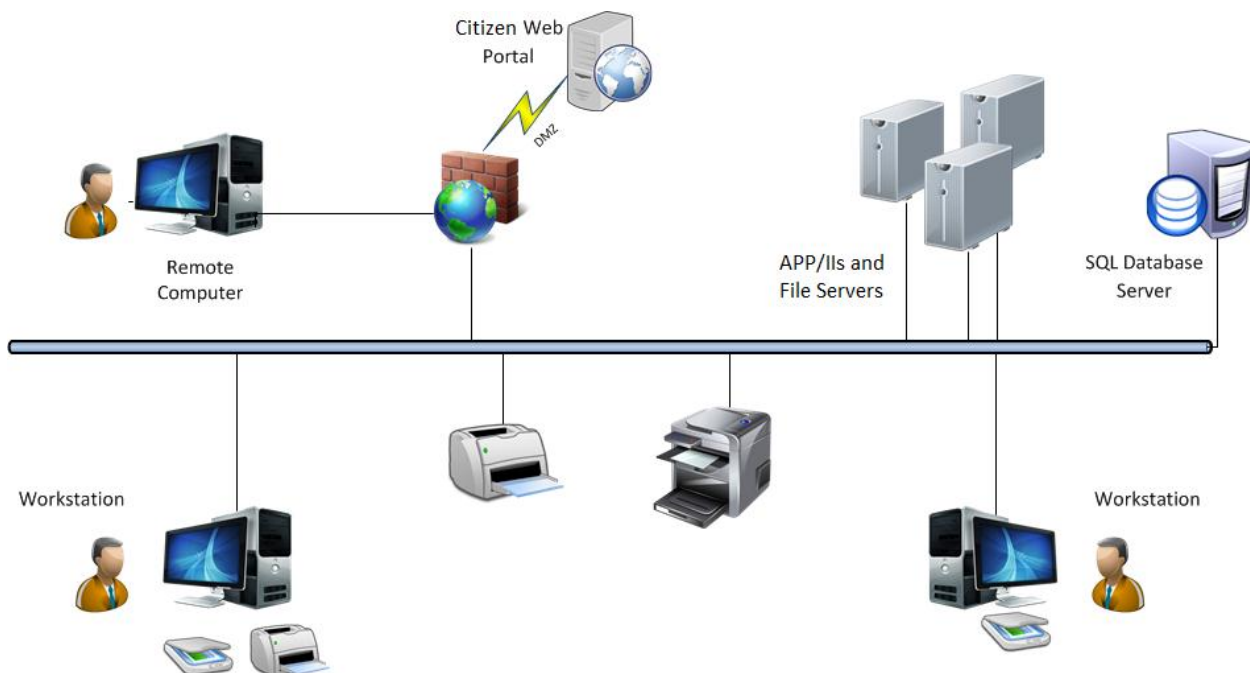
² Tyler's standard maintenance plan includes an automatic backup of your database in this disk space.

³ Entities that plan on having over 100 concurrent users should consider clustering of SQL servers.

⁴ If using scanned documents, additional disk space is required.

REQUIREMENTS

CONFIGURATION DIAGRAM



SERVER SPECIFICATIONS

Component	Requirement	
General Server	Dedicated Server	
	MS Windows Certified Server ⁵	
	Removable Media (for backups)	
	Gigabit Ethernet	
Operating System	MS Windows 2008 R2 Server ⁶	
System Software	MS Office 2007 or 2010 and IIS	
Citrix Software	Citrix Presentation Server Advanced (concurrent users)	
Database Component	MS SQL Server 2008 R2 Clustered ⁷	
Network Environment	Domain w/ Active Directory Services ⁹	
Hard Drive Arrays	For OS	SAS RAID1
	For SQL, Transaction Logs, DB files, and program files	SAS RAID5 or SAS RAID10

⁵ Nationally recognized brand.

⁶ If >32 GB of RAM, then Windows Server 2008 Enterprise.

⁷ For larger clients, MS SQL Server 2008 R2 Standard or Enterprise may be required.

ENERGOV WEB SERVER

The EnerGov Web Server will host all the externally accessible EnerGov systems such as Citizen Access Portal (CAP) EnerGov IVR, eReview Portal and MobileGov Web Services. In instances where the client has users who need full access to the EnerGov .NET system, another instance of it will be hosted and accessible on this box.

WORKSTATION

Component	Requirement
Hardware	Microsoft Windows Certified PC ⁶
Processor	Pentium Core 2 Duo
Memory	4 GB RAM
Disk Space	10 GB available disk space
Operating System	Windows XP Professional or Windows 7 Professional ⁷
Network	Gigabit Ethernet
Network Environment	Workstation is a member of the Domain ⁸

⁶ Nationally recognized brand

⁷ Windows 95/98/ME, XP Home, and Vista Home editions and workgroup or peer-to-peer networks are not supported.

⁸ Tyler's servers and workstations must authenticate with and be members of a Microsoft Active Directory network. Workgroup and peer-to-peer networks are not supported.

BROWSER COMPATIBILITY

Web

- IE 7+¹²
- Chrome¹²
- Firefox¹²
- Safari

¹² These browsers are tested regularly for compatibility; the others are not tested regularly but are supported. Tyler recommends the Silverlight Plug-in.

MOBILE APPLICATIONS

EnerGov's MobileGov Solution is capable of running on Tablet PCs, Laptops or Windows Mobile Smartphone. It is highly recommended that these devices be suitable for "field use" (i.e. ruggedized). If Wi-Fi or reliable AirCard signal is readily available, users are also capable of running the full EnerGov .NET application in the field (Laptops and Tablet PCs only). Additionally, field printing systems are recommended for on-the-spot printing of NOV's, failed inspection notices and other relevant documents in the field. It is best suited that these field units communicate via Bluetooth for simple wireless functionality in the field.

Device Type	Recommended
Laptop	<ul style="list-style-type: none">▪ Panasonic Toughbook 30▪ AirCard or Gobi Mobiel Broadband (or readily available Wi-Fi)▪ HP Officejet H470 Mobile Printer
Tablet PC	<ul style="list-style-type: none">▪ Panasonic Toughbook H1 Field▪ Gobi Mobile Broadband (or readily available Wi-Fi)▪ Zebra Technologies RW420 Mobile Printer
iPad	<ul style="list-style-type: none">▪ iPad2 or higher▪ 3G or wifi capability
Smartphone	<ul style="list-style-type: none">▪ Windows Mobile 7 OS (preferred)▪ Zebra Technologies RW420 Mobile Printer

Scanner Compatibility

Scanner Brand	Scanner Model ¹⁴
Canon	<ul style="list-style-type: none">▪ DR-M140▪ DR-M160
Fujitsu	<ul style="list-style-type: none">▪ Fi-6140Z▪ Fi-6230Z▪ Fi-6240Z▪ Fi-6130Z

¹⁴ TWAIN compatible scanners are supported.

RECOMMENDED BACKUP PROCEDURES

Developing a consistent backup strategy is a vital part of any organization's business continuity plan. A good backup plan ensures that you do not lose the hard work and time you invested in data entry if a hardware failure or natural disaster occurs. A plan such as this is easy to develop and usually easy to implement. This section outlines the steps you should take to properly back up your data.

Assessing Your Backup Needs

Backups occur differently, depending on the size of the database being used. The differences directly impact how quickly you can resolve problems and how much effort you must expend. Tyler recommends that you implement a backup plan based on the point values determined in your initial Site Assessment.

Rotating Tapes

First, establish a good tape rotation for your backups. Tyler recommends that you use, at a minimum, the following 6-tape rotation:

Week 1				
M	T	W	Th	F1
Week 2				
M	T	W	Th	F2

This rotation is sufficient for most customers because you can go back a few business days to find files. However, if you feel you need a little more protection, you can use a different set of tapes for Mon-Thurs of Week 2, and/or you can keep a Fri 3 and Fri 4 tape so that you have a month's worth of Friday backups. We also recommend that you periodically (monthly, quarterly, etc.) pull a tape permanently out of rotation to store off site

Backing Up Your SQL Database

For EnerGov, the default databases should consist of at least FY databases, Base, Sec and State database.

There are a few different methods for backing up your SQL database.

- **SQL Backup Function:** The Microsoft SQL Server 2008 R2 Management Studio has built-in backup tools that can cause SQL to dump the EnerGov database to a backup file in the SQL default backup folder while the SQL services are running. This location is:

C:\Program Files\Microsoft SQL Server\MSSQL\Backup
- **Third-Party Backup Agent:** This method requires that you have some sort of third-party backup program (e.g., Symantec Backup Exec, Brightstor ARC Serve, etc.) which uses a SQL backup agent. These special backup agents allow the Microsoft SQL databases to be backed up while they are online.
- The Microsoft SQL Server installation path may vary slightly per installation.

Other Directories in EnerGov

Even though program files and run times can be replaced by Tyler, Tyler strongly recommends that you back up the entire C:\Web and/or C:\iVisions folder be backed up on the web server.

Watching for Signs of Failure

Monitor your backup status every morning. If there is a noticeable problem, such as an error light blinking on your tape drive, a tape being ejected without your knowledge, or an error message displaying about your backup, please contact us or your IT staff so that the problem can be resolved quickly.

Accepting Responsibility

Having good backups of EnerGov data is your responsibility. However, Tyler Technologies offers additional services that can help monitor your local backups, transmit your data to off-site locations, and even provide access to your EnerGov software and data over the Internet in case of disaster or serious equipment failure at your site.

Disaster Recovery

In case of system failure due to unforeseen disaster, Tyler recommends that you have a Business Continuity Plan, which should include a disaster recovery service. Tyler offers a disaster recovery service for an additional fee. If you haven't already purchased this plan, contact Technical Services or Sales at 1-888-654-3293 for more information.

Schedule 4 – Sample Custom Programming Request Form

Client:		
Date of Request:		
Contact Name:		
Expiration Date:		(Quote is valid for 30 days)

Feature Request

[Short Narrative Here]

Option 1 – [Custom Programming Item Name], [Hour Estimate]

[Details here]

		Impact Fee:	<u>\$10,000</u>
Development Hours:	<u>0</u>	Development (\$249/hr.):	<u>\$0</u>
Estimated Release Date:	<u>See Dates Below</u>	Implementation Cost:	<u>\$0</u>
Estimated Release Version:	<u>See Dates Below</u>	Training Cost:	<u>\$0</u>
		Documentation Cost:	<u>\$0</u>
		Yearly Support/Maintenance (18% of Development cost):	<u>\$0</u>

R&D Authorization:		
Sales Rep Authorization:	<u></u>	Total Cost: <u>\$0</u>
Authorized:	<u></u>	

**Release
Schedule**

Release Schedule	Estimated Date *
[EnerGov Software Beta Release date]	DATE
[EnerGov Software RC Release date]	DATE
[EnerGov Software Gold Release date]	DATE
* Release dates are subject to change	

Accepted and Ordered by Customer:

Signature: _____

Name

(print): _____

Title: _____

Date: _____

Please sign, date and return by fax:

Tyler Technologies, Inc.

Phone: 888-355-1093

Payment Schedule

Milestone / Due Date	Amount	Description
Order Placement	\$0	75% due upon order placement
Order Delivery	\$0	25% due upon order delivery

Payment Schedule (Support/Maintenance)

Due Date	Amount	Description
----------	--------	-------------

January 1 of every year	\$0.00	1 st quarter Support/Maintenance
April 1 of every year	\$0.00	2 nd quarter Support/Maintenance
July 1 of every year	\$0.00	3 rd quarter Support/Maintenance
October 1 of every year	\$0.00	4 th quarter Support/Maintenance

* Support and Maintenance amounts listed above will be added to your regular support and maintenance fees.

Schedule 5 – Database Conversion Template Database (DCT-DB) Data Model

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Data Conversion for EnerGov Enterprise Server

Template DB Data Model and Guide

The tables in the EG_Template db are grouped together and named such that they correspond closely with the structure of the EnerGov core product, which is broken out into different units/modules. Below, each module will contain a listing of the tables, a brief description, and an ERD diagram. All of these ERD diagrams are present within the EG_Template db (under the Database Diagrams folder in SQL Server).

Contact Repository:

contact

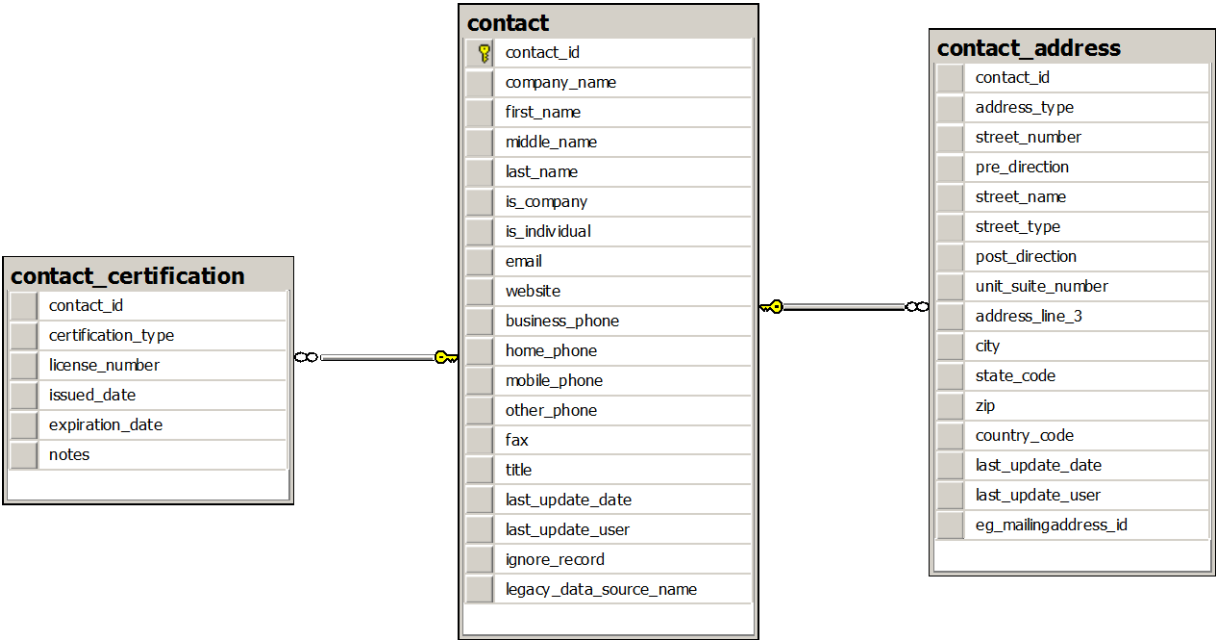
This contains the master list of contacts to convert. Duplicates should be kept to a minimum. The goal would be to have one contact record for each actual person or company. Every module within EnerGov will utilize this same contact master table for its case contacts.

contact_address

The various addresses associated to the contact. Address_type is available to distinguish different addresses (mailing, location, billing, etc.).

contact_certification

This is used to hold certifications or licenses that are desired for historical purposes, but are not being managed in EnerGov with Professional Licensing or Business Licensing.



Professional Licensing:

contact

See Contact Repository.

professional license

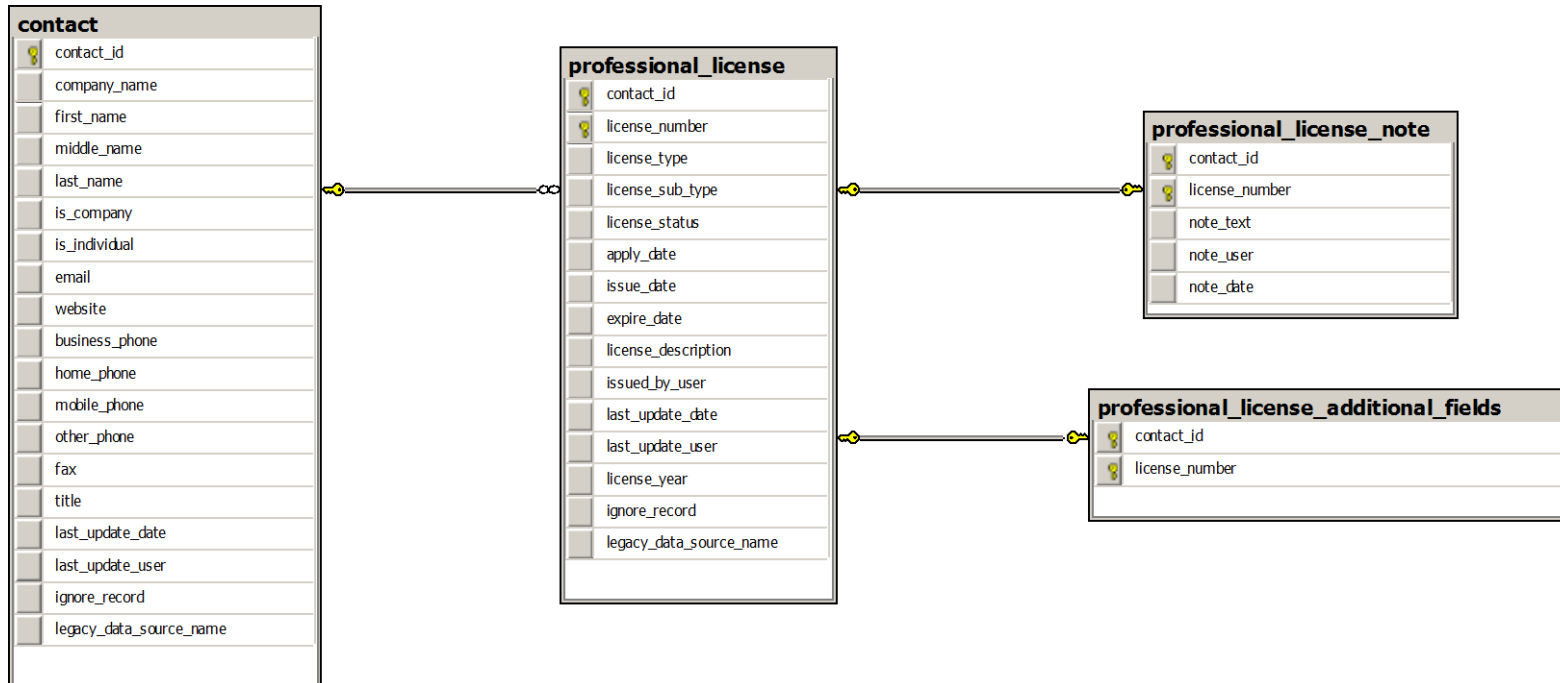
Usually a license related to an individual or contractor of some sort.

professional license note

Simply a place for logging memos on the license.

professional license additional fields

Add any other fields which are not provided in the template model.



Business Licensing:

contact - See Contact Repository.

Business - The business table relates 1-to-1 with the contact table. This table simply holds extra attributes of the contact, and allows the contact to interact with the business license module of EnerGov as a business entity.

business_parcel - For integration with GIS, simply provide the parcel number (or PID) of the business location.

business_contact - For business contacts that link up to the master contact repository.

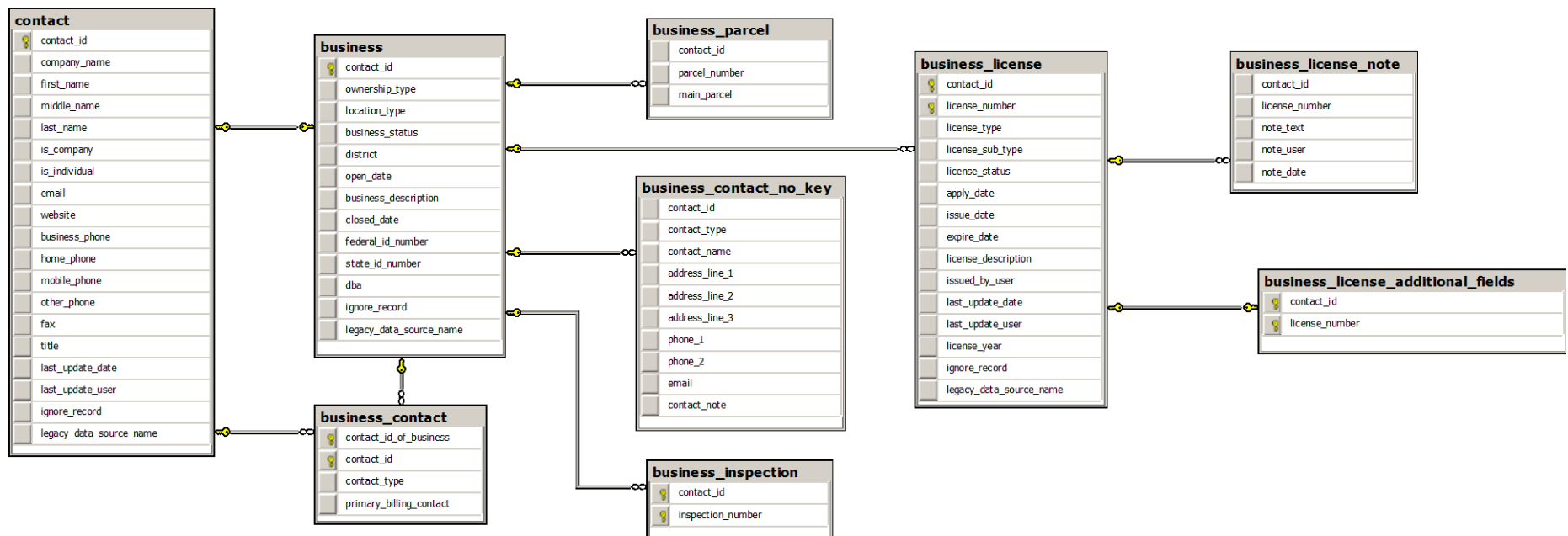
business_contact_no_key - For contacts that are not part of the master contact repository. These are usually stored as attributes of the business record in the legacy db (Applicant, Owner, Manager, President, etc.).

business_inspection - For routine inspections associated to business licenses.

business_license - Holds licenses related to a company.

business_license_note - Simply a place for logging memos on the license.

business_license_additional_fields - Add any other fields which are not provided in the template model (at the license level).



Code Enforcement:

code_case – Self-explanatory.

code_case_address

The various addresses associated to the case. Address_type is available to distinguish different addresses (location, owner, etc.).

code_parcel - For integration with GIS, simply provide the parcel number (or PID) of the case location.

code_case_contact - For case contacts that link up to the master contact repository.

code_contact_no_key - For contacts that are not part of the master contact repository. These are usually stored as attributes of the case record in the legacy db (Complainant, Owner, Tenant, etc.).

code_inspection - For inspections associated to code cases.

code_case_history_log – If history of updates to the case are really needed, they can be logged here.

code_case_note - Simply a place for logging memos on the case.

code_case_additional_fields - Add any other fields which are not provided in the template model (at the case level).

code_case_violation – Violations associated to the case. These usually reference city/county code numbers.

code_case_activity – A place to log various events that have occurred against the case.

Permits:

permit – Self-explanatory. There is a parent-child relationship available within this table (for sub-permits).

permit_address

The various addresses associated to the permit. Address_type is available to distinguish different addresses.

permit_parcel - For integration with GIS, simply provide the parcel number (or PID) of the permit location.

permit_contact - For case contacts that link up to the master contact repository.

permit_contact_no_key - For contacts that are not part of the master contact repository. These are usually stored as attributes of the permit record in the legacy db (Applicant, Owner, Contractor, etc.).

permit_inspection - For inspections associated to permits.

permit_history_log – If history of updates to the permit are really needed, they can be logged here.

permit_note - Simply a place for logging memos on the permit.

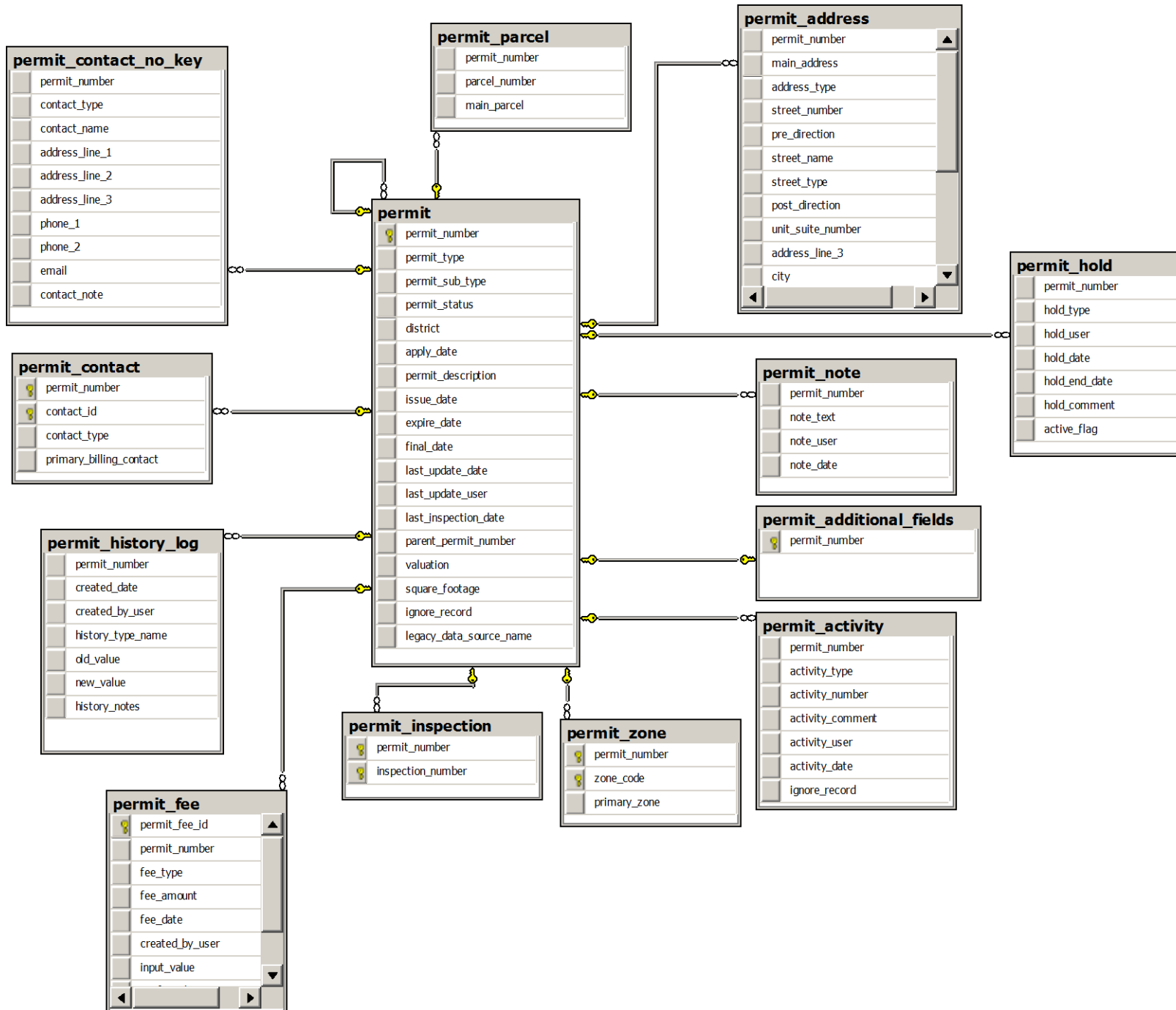
permit_additional_fields - Add any other fields which are not provided in the template model (at the permit level).

permit_activity – A place to log various events that have occurred against the permit.

permit_hold – For instances where a stop work, or a hold was/is issued against a permit.

permit_zone – Simply provides a place to link zones to a permit. This is available, but is usually not used (custom fields are usually setup in EnerGov to hold zone codes of various types).

permit_fee – Simply shown for reference here. Also see the Financial Tables section.



Plans:

plan_case – Self-explanatory.

plan_address

The various addresses associated to the case. Address_type is available to distinguish different addresses.

plan_parcel - For integration with GIS, simply provide the parcel number (or PID) of the plan location. Where multiple parcels are on a case, one should be designated as the main parcel.

plan_contact - For case contacts that link up to the master contact repository.

plan_contact_no_key - For contacts that are not part of the master contact repository. These are usually stored as attributes of the case record in the legacy db (Applicant, Owner, Contractor, etc.).

plan_inspection - For inspections associated to cases.

plan_history_log – If history of updates to the case are really needed, they can be logged here.

plan_note - Simply a place for logging memos on the case.

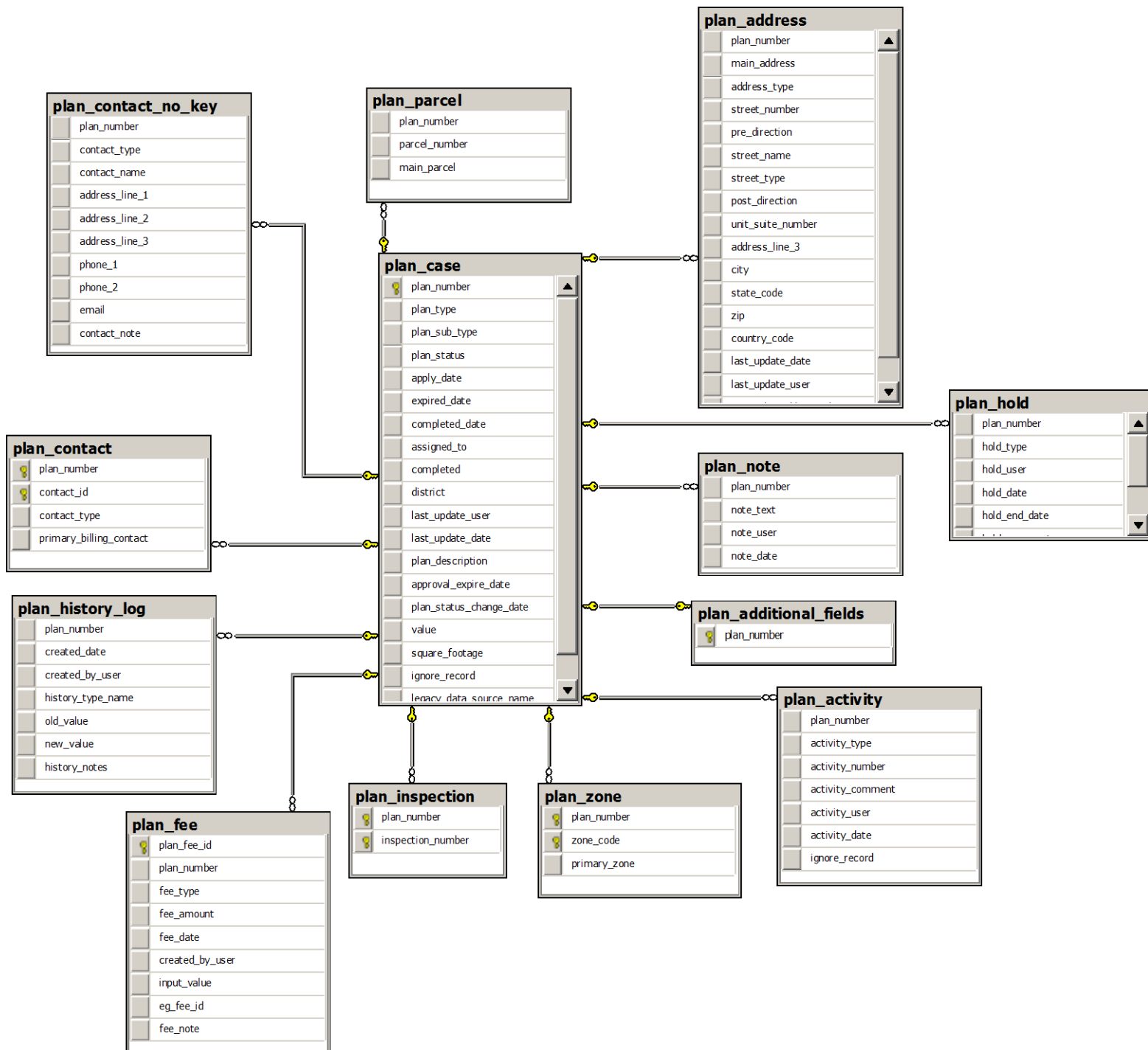
plan_additional_fields - Add any other fields which are not provided in the template model (at the case level).

plan_activity – A place to log various events that have occurred against the case. For conversions, reviews would likely go here.

plan_hold – For instances where a stop work, or a hold was/is issued against a case.

plan_zone – Simply provides a place to link zones to a case. This is available, but is usually not used (custom fields are usually setup in EnerGov to hold zone codes of various types).

plan_fee – Simply shown for reference here. Also see the Financial Tables section.



Inspections:

inspection – This holds the details of each inspection occurrence. Each inspection should be linked to the case that it relates to by using the cross reference tables below.

plan_inspection - For inspections associated to plan cases.

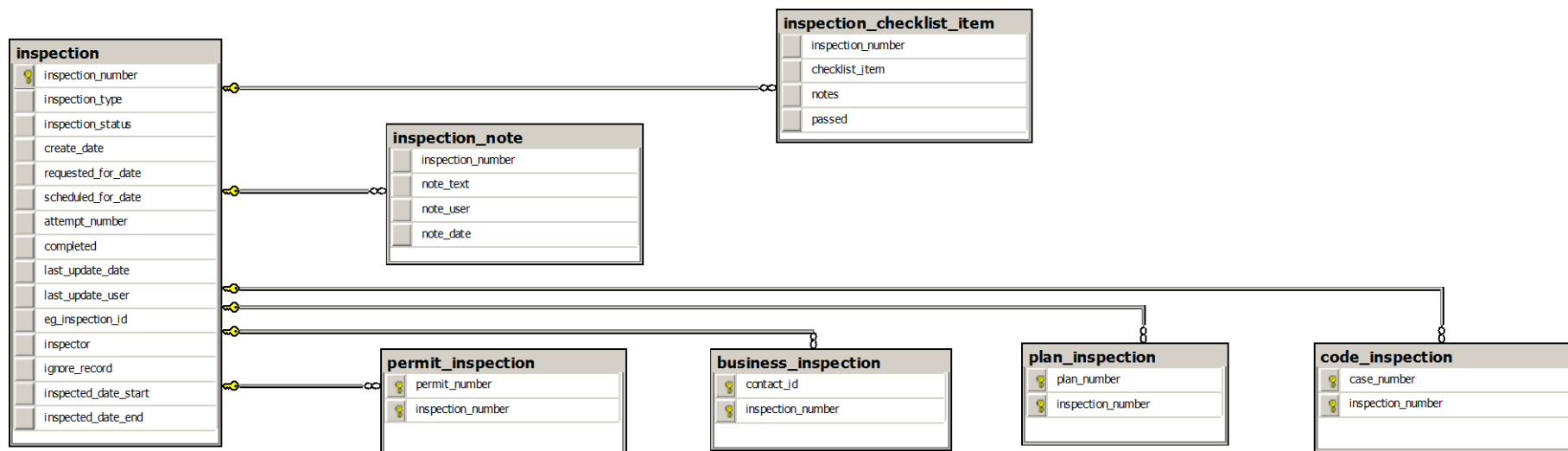
permit_inspection - For inspections associated to permits.

code_inspection - For inspections associated to code cases.

business_inspection - For inspections associated to businesses.

inspection_note - Simply a place for logging memos on the inspection.

inspection_checklist_item – These can be used for categorized checklist info, violations, etc.



Financial Tables:

permit fee – Holds the details for fees associated to permits.

plan fee – Holds the details for fees associated to plans.

payment – Records representing funds received.

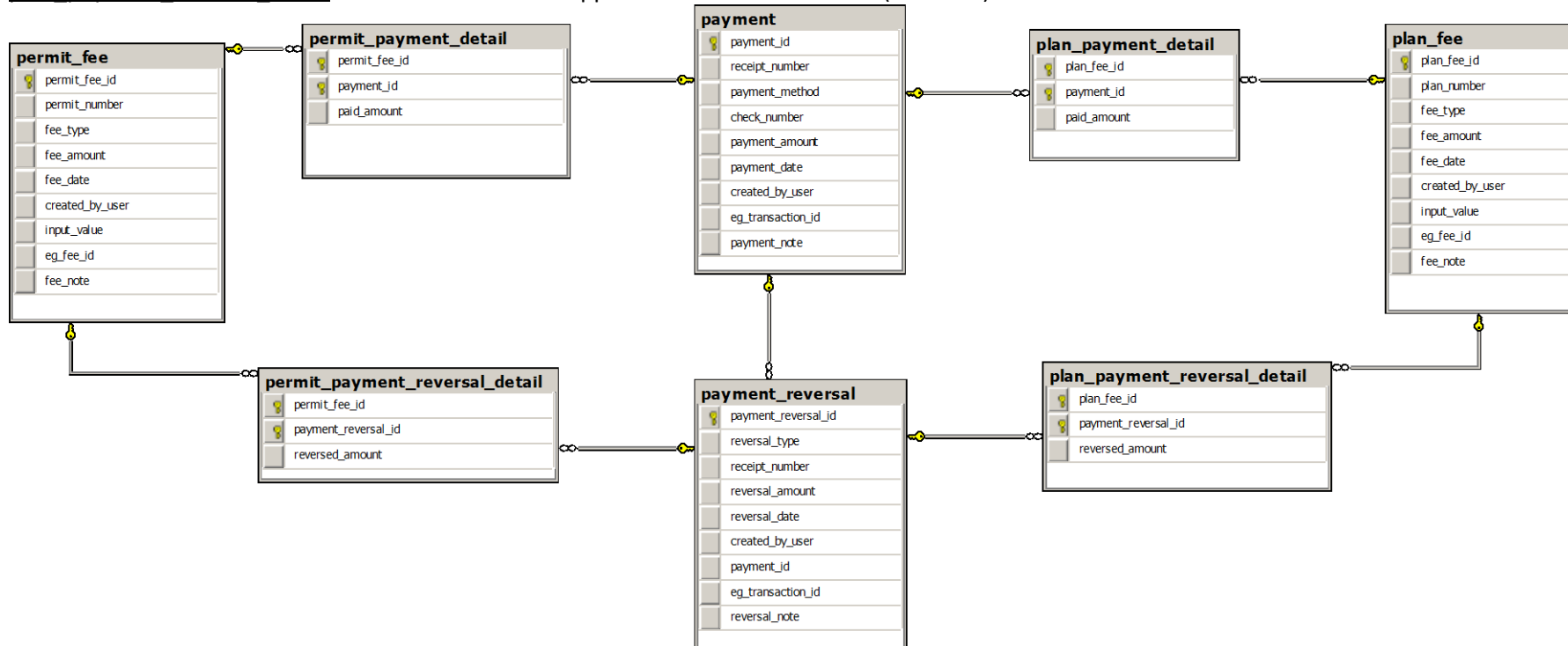
payment reversal – Records representing funds going back to a customer (or voided). The types of transactions here would likely be voids, NSFs, and refunds. These should be linked back to the original payment record that they are reversing.

permit payment detail – records the amount applied to each individual fee (line item) within a payment.

plan payment detail – records the amount applied to each individual fee (line item) within a payment.

permit payment reversal detail – records the amount applied to each individual fee (line item) within a reversal.

plan payment reversal detail – records the amount applied to each individual fee (line item) within a reversal.



Schedule 6 – Data Conversion Template Database (DCT-DB) Guidelines

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Data Conversion Process for EnerGov Enterprise Server (Template DB Option)

Overview:

This document is an intro to the SQL Server EG_Template database and how to populate it.

Modularized Design:

As with the EnerGov software, the EG_Template db is sectioned off into modules. Each contains one master table at the top of the chain (ex. 'permit' for the Permit module). Within each module, there will be various child tables branching out below the master table for that module (ex. 'permit_address', 'permit_note', etc.).

There are tables that cross multiple modules. The most notable of these involve inspections and payment transactions.

Database diagrams have been included in the EG_Template database. These show the tables and their relationships for each module.

Required Fields:

There are certain fields in the EnerGov software which are required fields, and we cannot write records to the EnerGov db without populating these columns. Sometimes, these required fields will not be available in the legacy source data, so a simple default value can be written to the EG_Template db to fulfill any NOT NULL constraint.

Some of these fields are drop-down lists in EnerGov, which means that we will be restricted in the values that we can write to these required fields in the EnerGov db. For drop-down fields, there is no restriction on what can be written in the EG_Template db. So, exact spelling or careful matching to the EnerGov configured values is not an issue for fields that are destined for EnerGov drop-down fields. We will run these through a separate mapping table to translate the values to the appropriate EnerGov value during conversion. These mappings will be negotiated during the development phase of the conversion.

Custom Fields (any fields not available in the master table for the module in question):

Most legacy systems will have some attribute fields that are not specified in the corresponding master table within EG_Template. In EnerGov, we will refer to these as custom fields. Within each module, there will be a child table for such custom fields. Since these are specific to the legacy system(s), you may add columns to these tables in EG_Template to accommodate any needed custom fields in the migration. For example, 'permit_additional_fields' is the table for extra fields relating to the 'permit' records.

Gap Handling (where legacy data doesn't fit anywhere within EG_Template):

There are sometimes special features of a legacy system which EnerGov does not account for in the EG_Template db. We may have to work out a custom solution to handle these special cases.

Contacts:

This is always a big topic for data migrations. These generally fall into two categories:

1. Those contacts that were managed with each person/company having one contact record, which is kept up to date over time. As this person/company is associated with records over time (getting a business license, pulling permits, being associated to a code violation), that one contact record is attached to the permit, license, code case, etc. With this model, there is generally no duplication of contact records (except when created by mistake).
2. Contacts where the user keys the contact attribute info on each permit, case, license, etc. With this model, there is no single master record representing the contact itself. So, if a contact has been associated to 10 different permits over time, there would be 10 records with the contact attributes (each one will likely have slightly different values in the various fields like name, address, phone, etc.). With this model, there is considerable duplication of contacts.

In the EnerGov model, contacts are stored as in category 1 above. Those contacts put into EG_Template without a master 'contact' record link (category 2 above) will be migrated into custom field memo boxes to avoid duplication of contacts within the EnerGov contact repository.

For example, when populating the permit contacts, those contacts for category 1 should go into the 'permit_contact' table. Those contacts for category 2 should go into the 'permit_contact_no_key' table.

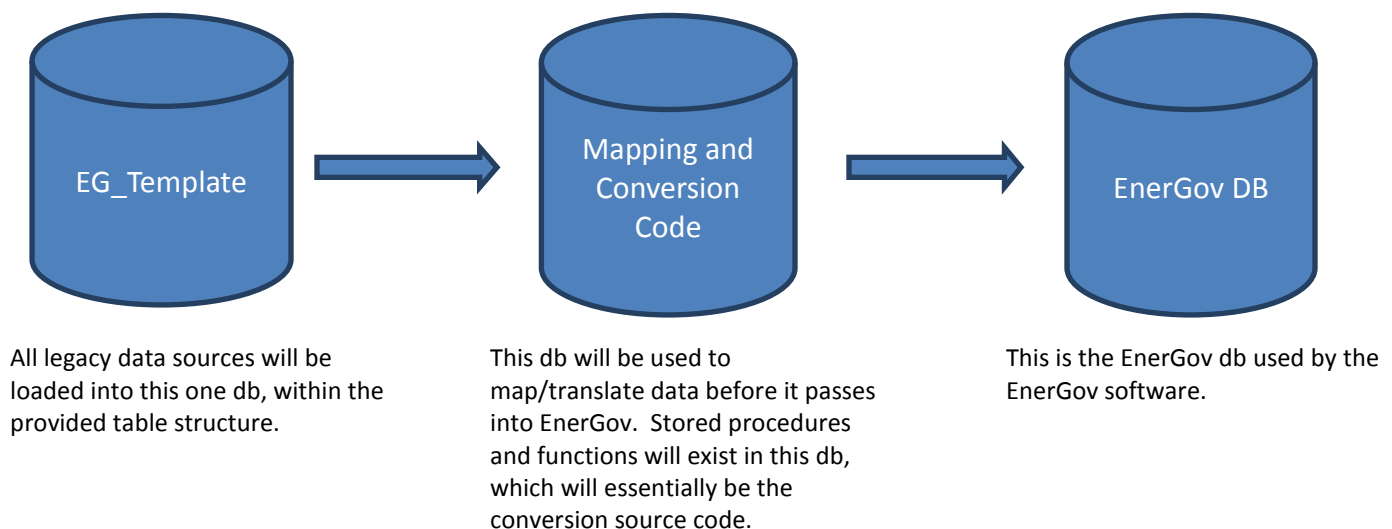
Multiple Legacy Data Sources:

There are usually multiple data sources to convert in a project. The plan is to have all data sources populated into the EG_Template db. At the main table level, there is an optional column where the legacy data source can be populated for reference. This is provided as a way to easily count up or research records originating from a particular legacy data source.

Overall Architecture of Conversion:

There are 3 SQL Server databases involved in the conversion process.

1. EG_Template (for legacy data)
2. EnerGov (the production EnerGov db)
3. A database containing all conversion processes and mapping tables. This is maintained by Tyler's data conversion team. This db takes the data from EG_Template, translates it, and populates it into the EnerGov db.



Progression of Conversion Development Process:

Step	Step Name	Responsible Party	Notes
1	Provide empty EG_Template database to client	Tyler	<ul style="list-style-type: none">Database format will be SQL Server
2	Load legacy data into template database	Client	<ul style="list-style-type: none">If there are multiple legacy data sources, all should be loaded into the one template SQL database.
3	Mapping process	Tyler /Client	<ul style="list-style-type: none">Dependent on completed EnerGov configurationSpreadsheets will be used to communicate mapping values.Mapping questions may arise and both parties may need to discuss these until answers are agreed upon.
4	Import-specific configuration changes to EnerGov	Tyler	<ul style="list-style-type: none">Certain fields or values may need to exist for imported records only. These usually require some minor EnerGov configuration changes.
5	Customize conversion scripts	Tyler	<ul style="list-style-type: none">Minor customization can be expected for many conversions, based on special requests from client.Any special requests would also be added into the conversion scripts at this time.
6	Conversion execution	Tyler	<ul style="list-style-type: none">Resulting EnerGov database will be provided to client team for review.
7	Review and either sign-off or request changes	Client	<ul style="list-style-type: none">Client team will review the data and the interaction with it in the EnerGov software.If it meets the client's needs, sign-off will occur. If not, certain steps above may need to be repeated until client signs off on the conversion.

Progression of Final Conversion Cutover Process (Go-Live):

Step	Step Name	Responsible Party	Notes
1	Load legacy data into template database	Client	<ul style="list-style-type: none">This should just be an up-to-date extract of the legacy data into the template db.
2	Conversion execution	Tyler	<ul style="list-style-type: none">Resulting EnerGov database will be provided to client team. This will be the production EnerGov db.
3	Go Live	Tyler /Client	<ul style="list-style-type: none">Verification of EnerGov db and site functionalityData Conversion sign-offMove to production phase

Attachment A.2

Functional Requirements

– PROPRIETARY & CONFIDENTIAL –

I.MINIMUM MANDATORY REQUIREMENTS

ID#	MINIMUM MANDATORY REQUIREMENT	PROPOSER'S RESPONSE
1.0	The solution is a commercial-off-the-shelf (COTS) permit and land management system.	[Redacted]
2.0	Proposer must provide the full range of services required to implement a COTS permit and land management system.	[Redacted]
2.1	Proposer must have implemented its COTS permit and land management system in at least three (3) public sector environments of similar scope and complexity to that of Los Angeles County within the last five (5) years.	[Redacted]
2.2	Proposer must provide references from at least three (3) current public sector clients for which the Proposer implemented a permit and land management COTS system similar scope and complexity to that of Los Angeles County as set forth in this RFP, each of whom has used and been satisfied with the deployed solution for at least two (2) years. The references must be able to speak to the Proposer's solution where it has been implemented within the last five (5) years.	[Redacted]
3.0	The proposed Solution is mature and has been in live production as proposed for a minimum of three (3) years.	[Redacted]
4.0	The system version currently in production use shall have been released within the last year.	[Redacted]
4.1	Current system release number	[Redacted]
4.2	Current release date	[Redacted]
4.3	Anticipated date for next release.	[Redacted]
5.0	The RFP response must comply with Section 1.14 (Notice to Proposers Regarding the Public Records Act)	[Redacted]
6.0	The RFP response must include all work stated in Appendix B (<i>Statement of Work</i>) to the RFP.	[Redacted]
7.0	Proposer agrees to provide an onsite structured demonstration of the Solution to County during the evaluation of the proposals pursuant to <i>Section 2.14 (Proposals)</i>	[Redacted]
8.0	Proposer must attend the mandatory Proposers' Conference.	[Redacted]

II. FUNCTIONAL REQUIREMENTS

PRIORITY CODES

- 1 Essential; requirement is critical and required.
- 2 Significant; requirement provides a considerable benefit to the business.
- 3 Beneficial; requirement is nice to have and will be of value to the business.

ID#	FUNCTIONAL REQUIREMENT	PRIORITY	PROPOSER'S RESPONSE
8.0	INFRASTRUCTURE, FRAMEWORK, GENERAL APPLICATION, AND USER INTERFACE		
8.1	The system will utilize granular role based access controls.	1	[Redacted]
8.2	The system will utilize a non-plug in, html5 web application for all desktop client access.	2	[Redacted]
8.3	The system will provide seamless integration with EMC Documentum repositories.	2	[Redacted]
8.4	The system will have the ability to perform full text searches on all user-defined fields.	2	[Redacted]
8.5	The system will have the ability to perform application-wide rename / find and replace functions.	2	[Redacted]
8.6	The system will have the ability to log and audit all changes made to content.	2	[Redacted]
8.7	The system will have a configurable user dashboard that displays appropriate information based on the user's role. <i>For example, a manager will have the ability to track employee workloads and key performance indicators; an employee will have the ability to track their active cases.</i>	1	[Redacted]
8.8	The system will provide the ability to create multiple hierarchical linkages between content. <i>For example, a parcel is subdivided or an area is annexed.</i>	1	[Redacted]
8.9	The system will have customer management capabilities, including the ability to identify and prevent duplicate customer entries.	2	[Redacted]
8.10	The system will not limit the number of contacts that can be associated with a project or request for service.	2	[Redacted]
8.11	The system will have time-tracking capabilities.	2	[Redacted]
8.12	The system will have the mechanism to create and implement user-defined retention policies.	2	[Redacted]

ID#	FUNCTIONAL REQUIREMENT	PRIORITY	PROPOSER'S RESPONSE
8.13	The system will have the ability to create user-defined input forms to collect information associated with cases, including background/general information, staff reports, conditions of approval, etc.	1	[Redacted]
8.14	The system will have the ability to generate case specific PDF documents, including notices, reports, and other user-defined documents.	1	[Redacted]
8.15	The system will have the ability to support mail merge functionality for mass mailings or notifications.	2	[Redacted]
8.16	The system will have the ability to create custom reports using user-defined fields, calculated fields, and fields derived from complex mathematical formulas.	2	[Redacted]
8.17	The system will have the ability to integrate with MS Office-suite software, including Word, Excel, and Outlook.	2	[Redacted]
8.18	The system will have the ability to create, edit, or delete an unlimited number of permit categories, case types, etc.	1	[Redacted]
8.19	The system will have the ability to auto populate form fields based on data from existing contact, GIS, or other data sources.	2	[Redacted]
8.20	The system will have the ability to perform data validation on all user-inputted fields prior to form submission.	2	[Redacted]
8.21	The system will have a mechanism for application administrators to create or modify data validation rules on all user-inputted fields.	2	[Redacted]
8.22	The system will have a mechanism to relate scanned or other electronic content to new or existing cases.	2	[Redacted]
8.23	The system will have a mechanism to relate physical files to electronic content, including the ability to note physical case file location and status.	3	[Redacted]
8.24	The system will have a mechanism to flag fields as confidential; thus limiting the visibility of the flagged field.	1	[Redacted]
9.0	GEOGRAPHIC INFORMATION SYSTEMS		
9.1	The system will integrate with ESRI spatial databases and APIs.	1	[Redacted]
9.2	The system will support GIS overlays and the ability to query relevant data layers based on spatial query (address, assessor parcel number, or other user defined field), point, line, or polygon.	1	[Redacted]

ID#	FUNCTIONAL REQUIREMENT	PRIORITY	PROPOSER'S RESPONSE
9.3	The system will have the ability to generate mailing labels, notices, or other user-defined documents based on a buffer or other spatial query.	2	[Redacted]
9.4	The system will provide the tools and associated workflows to create ad hoc records (projects, permits, requests for service, etc.) that are not tied to an address or parcel record. <i>For example, the user will have the ability to draw a polygon for use as the case or project location/boundary.</i>	2	[Redacted]
10.0	CITIZEN PORTAL AND ELECTRONIC INTAKE		
10.1	The system will provide the framework for a citizen access web portal.	1	[Redacted]
10.2	The portal will provide the mechanism for public facing users to research project or case information based on spatial information, case information, or other user-defined parameter.	1	[Redacted]
10.3	The portal will provide the mechanism for public facing users to initiate a case via an online application or request for service.	1	[Redacted]
10.4	The portal will provide the mechanism for public facing users to upload content related to, or in support of, an online application or request for service.	2	[Redacted]
10.5	The portal will provide the mechanism for public facing users to view the status, add content, or pay for services related to a case.	2	[Redacted]
10.6	The portal will facilitate communication between public facing users and County staff assigned to their case. <i>For example, public facing users will be able to initiate direct written contact with County staff assigned to their case.</i>	2	[Redacted]
10.7	The portal will provide a mechanism for public facing users to be notified regarding activity based on user/client-defined parameters. <i>For example, a public facing user will be notified once their case has been assigned to County staff for processing.</i>	2	[Redacted]
11.0	WORKFLOW, ELECTRONIC MARKUP, AND REVIEW		
11.1	The system will provide a mechanism to create guided workflows, tasks, and processes related to a case.	1	[Redacted]
11.2	The system will have the ability to auto assign due dates for multiple steps in a workflow based on user-defined legal dates, work schedules, and official holidays.	2	[Redacted]
11.3	The system will provide a mechanism for authorized staff to override, reassign, or terminate workflows.	2	[Redacted]

ID#	FUNCTIONAL REQUIREMENT	PRIORITY	PROPOSER'S RESPONSE
11.4	The system will provide a mechanism to export a log or report of the steps completed for a given case.	2	[Redacted]
11.5	The system will provide a mechanism to notify relevant users based on the completion or non-completion of steps in a predefined workflow.	2	[Redacted]
11.6	The system will provide reminder notifications at predefined intervals based on user-defined triggers such as legal dates.	2	[Redacted]
11.7	The system will provide a mechanism to prevent workflows from advancing in the event of a disqualifying factor. <i>For example, a case cannot move forward if there is an active code enforcement case on the property.</i>	1	[Redacted]
11.8	The system will have the ability to track and report on time elapsed between and during workflow steps.	2	[Redacted]
11.9	The system will provide the ability to review all electronic files associated with a case.	1	[Redacted]
11.10	The system will provide the ability to store multiple versions of a document based on submittal and re-submittal.	2	[Redacted]
11.11	The system will provide a mechanism to support concurrent reviews and document markup.	3	[Redacted]
11.12	The system will provide a mechanism to manage concurrent markup sessions, including the ability to merge and resolve conflicts.	2	[Redacted]
11.13	The system will include the ability to perform change detection or view and compare changes between different document versions.	3	[Redacted]
12.0	MOBILE TOOLS		
12.1	The system will utilize native iOS applications for mobile permitting and land management activities.	1	[Redacted]
12.2	The mobile tools will provide workflows and tools to conduct inspections and code enforcement functions.	1	[Redacted]
12.3	The mobile tools will provide access to case-related documents and data.	1	[Redacted]
12.4	The mobile tools will provide electronic markup tools.	2	[Redacted]
12.5	The mobile clients will leverage the device's GPS and other spatial location capabilities.	2	[Redacted]
12.6	The mobile clients will provide the ability to associate images captured by the mobile device's camera or from the device's storage to cases.	2	[Redacted]

ID#	FUNCTIONAL REQUIREMENT	PRIORITY	PROPOSER'S RESPONSE
12.7	The mobile application will provide a user-configurable schedule of inspections based on user-defined requirements such as the order of inspections and the ability to add and delete inspections.	2	[Redacted]
12.8	The mobile application will provide user-configurable routing information such as the order of inspections and the ability to omit selected inspections.	2	[Redacted]
13.0	CASH COLLECTION AND ACCOUNTING		
13.1	The system will have the ability to track payments and other financial information associated with cases.	1	[Redacted]
13.2	The system will have a mechanism to debit or credit drawdown accounts based on case activity.	1	[Redacted]
13.3	The system will have the ability to calculate fees based on user-defined criteria, including units, density, etc.	2	[Redacted]
13.4	The system will have tools to support the reconciliation of financial accounts.	2	[Redacted]
13.5	The system will have the ability to create custom user-defined financial reports.	3	[Redacted]
14.0	DATA INTEROPERABILITY		
14.1	The system will provide mechanisms to import data using open data formats and mapped fields.	1	[Redacted]
14.2	The vendor will provide the necessary resources to migrate all legacy database content to the new system, including the ability to migrate data from Oracle, MySQL, and Microsoft Access databases.	1	[Redacted]
14.3	The system will provide mechanisms to export data to an open, non-encrypted file format.	1	[Redacted]
14.4	The system will provide mechanisms to connect, manage, and securely exchange data between dissimilar systems used throughout the County.	1	[Redacted]
14.5	The system will provide a mechanism to publish content through industry standard web services and an application programming interface (API).	1	[Redacted]
15.0	PROJECT MANAGEMENT AND STAFF TRAINING		
15.1	The vendor will not subcontract System Implementation and Maintenance and Support components of the Work to other vendors.	1	[Redacted]
15.2	The vendor will dedicate project management resources to the project to ensure that milestones and deliverables are completed in accordance with a predefined project schedule.	1	[Redacted]

ID#	FUNCTIONAL REQUIREMENT	PRIORITY	PROPOSER'S RESPONSE
15.3	The vendor will create a detailed project plan and associated schedule that documents all deliverables, milestones, tasks, dedicated resources, constraints, and expectations or prerequisites.	1	[Redacted]
15.4	The vendor will provide at least weekly status reports on the project schedule, status, milestones, and obstacles.	2	[Redacted]
15.5	The vendor will provide a mechanism to train IT administrative, IT development, user administrative, and business user staff.	1	[Redacted]

III. TECHNICAL REQUIREMENTS - SYSTEM REQUIREMENTS

PRIORITY CODES

- 1 Essential; requirement is critical and required.
- 2 Significant; requirement provides a considerable benefit to the business.
- 3 Beneficial; requirement is nice to have and will be of value to the business.

ID#	TECHNICAL REQUIREMENT	PRIORI TY	PROPOSER'S RESPONSE
1.0	The system will be built on an open systems architecture.	1	[Redacted]
2.0	The system's processors, memory, and storage will be scalable without reconfiguration or reimplementation of the system.	1	[Redacted]
3.0	The system will run on 64-bit Windows servers operated in a virtual environment.	2	[Redacted]
4.0	The system will be compatible with County network topology and environment.	1	[Redacted]
5.0	The system will utilize Microsoft SQL Server operated in a virtual environment.	2	[Redacted]
6.0	The system will utilize LDAP (Microsoft Active Directory) authentication protocols.	1	[Redacted]
7.0	The system will include native iOS applications that seamlessly integrate with the core COTS system.	1	[Redacted]
8.0	Mobile clients will have the ability to work while disconnected from cellular or wi-fi networks.	1	[Redacted]

Attachment A.3

County Environment Architecture

Infrastructure: vCloud / VMware

Servers: MS Windows Server 2008 R2 Enterprise (64 Bit)

Database Software: MS SQL Server 2008R2, 2012

Web Server Software: MS Internet Information Server 7.5+ or Apache 2.2+

Authentication Protocols: LDAP (Microsoft Active Directory)

Geographic Information Systems: ESRI

Desktop Client: Windows 7. Internet Explorer 9+, Chrome

Mobile Client: iPad 4+ and iPhone 5+ running iOS 7+

Exhibit B

Maintenance and Support Services

1. GENERAL

Overview

This Exhibit B sets forth the scope of Contractor's Maintenance and Support Services obligations, including correction of Defects and the Maintenance Services and Support Services identified below. Capitalized terms used in this Exhibit B without definition shall have the meanings given to such terms in the Base Agreement.

Scope of Services

Maintenance and Support Services shall commence and renew in accordance with Paragraph 7 (Term) of the Base Agreement and Section 2.0 of Exhibit C (Pricing and Payment Schedule).

Contractor shall provide Maintenance and Support Services for the Application Software from Contractor's business premises. If Contractor cannot correct a Defect remotely, Contractor will provide Maintenance and Support Services at the applicable County facility for no additional cost beyond the annual Maintenance and Support Services fee.

Maintenance and Support Services do not include:

- 1.1.1 Onsite support, unless Contractor has exhausted all options to correct a Defect remotely;
- 1.1.2 Installation or implementation of the Application Software;
- 1.1.3 Design, training or other consulting services;
- 1.1.4 Support of an operating system, hardware or other Third-Party Product;
- 1.1.5 Modifications or enhancements of the Application Software;
- 1.1.6 Responding to problems caused by bad data entry or obvious operator error;
- 1.1.7 Responding to problems caused by Third Party Products (other than interoperability problems relating to the Application Software);
- 1.1.8 Responding to problems resulting from use that is not in accordance with, or anticipated by, the Documentation; or
- 1.1.9 Support outside Contractor's normal support hours.
- 1.1.10

Definitions

The term "Help Desk" shall mean Contractor's help desk for providing Maintenance and Support Services on the Application Software, as specified in Section 2.4 below.

The term "Scheduled Maintenance" shall mean Maintenance and Support Services that are provided on a coordinated basis, and at times mutually agreed to, by the County and Contractor.

2. MAINTENANCE AND SUPPORT SERVICES

Contractor shall provide Maintenance and Support Services in respect to the Application Software as provided in this Section 2.

Application Software

2.1.1 Application Software Updates

As part of Maintenance Services, Contractor shall, at no additional cost beyond the applicable Maintenance and Support Services fees, provide Application Software Updates consistent with Paragraph 13.4 of the Base Agreement. Contractor shall provide Application Software Updates to the County on the same schedules that those Application Software Updates are provided to Contractor's other customers with a current annual maintenance and support agreement. Contractor shall provide notice of an Application Software Update on the Tyler Community forum, accessible to all Contractor customers.

2.1.2 Third Party Software

Contractor shall ensure that the Application Software Updates maintain compatibility with all in-scope Interfaces. In the event it is determined that any required Application Software Update is not so compatible, Contractor shall provide County with a workaround to protect the integrity of the Application Software until such time as the Defect is corrected, consistent with Section 3 below.

County Environment and Third Party Software

As part of the Maintenance and Support Services, Contractor shall make available on the Tyler Community forum any updates to Contractor's then-current specifications so that County may confirm that the County Environment is sufficiently robust to meet the Functional Requirements. Contractor shall cooperate with County in County's correction of any Defects caused by the County Environment or Third Party Software.

Scheduled Maintenance

Contractor shall provide Scheduled Maintenance for Application Software Updates and other proactive Maintenance and Support Services (such as scheduled reboots and restarts), as identified and agreed to by the County and Contractor. Neither party shall unreasonably prevent the provision of Scheduled Maintenance.

Help Desk

Contractor's Maintenance and Support Services shall include assisting County in diagnosing the cause of the problem reported and resolving Defects. Contractor's response and resolution commitments, and the County's access to the Help Desk, are further described in Attachments B.1 and B.2.

Contractor shall utilize and maintain an incident tracking system for tracking and reporting of Defects identified by either County or Contractor.

The County technical manager and/or system administrator, as applicable, or their designee(s), will oversee the proper functioning of the Application Software in the DRP environment. This individual will also act as the liaison between County and Contractor, as necessary, to promptly advise and assist in the resolution of all Defects.

County will develop and execute an ongoing, internal help desk for post Go-Live. The help desk will assist County personnel with first line support issues and appropriately triage calls that require subsequent escalation to County's technical support team. If it is determined by County that the problem was caused by the Application Software or otherwise by Contractor, or if County is unable to identify the source of the problem, County will initiate a request for problem resolution by contacting the Help Desk.

Contractor shall remedy, directly or through coordination with a third-party developer, any Defect in the Application Software, subject to the provisions of, Section 3 (Correction of Defects) below. In the event Contractor cannot remedy a Defect, the terms of Paragraph 13.4 of the Base Agreement shall apply.

3. CORRECTION OF DEFECTS

Identification of Defects

Defects may be identified by County or Contractor. Upon discovery of a Defect by County, County will report the Defect to Contractor's Help Desk for resolution in accordance with this Exhibit B.

The Defect "Priority Levels" shall be reasonably assigned by County based on the applicable definition set forth in Attachments B.1 and B.2 below.

Resolution of Defects

County shall reasonably assign one of the Priority Levels defined in Attachment B.2 to each Defect reported by County to the Help Desk. County's reporting obligations, including its provision of sufficient information such that Contractor may establish a Documented Defect, and Contractor's corresponding response and resolution commitments, are set forth in Attachments B.1 and B.2.

Maintenance and Support Services Warranty

Maintenance and Support Services shall be performed by Contractor in a timely and professional manner by qualified personnel.

4. REMEDIES

Annual Maintenance and Support Services Fee Credits

Contractor shall provide the following credits, under the following conditions, against the next-due annual maintenance fees:

- 4.1.1** If there is a failure to timely respond to a Priority Level 4 Defect on more than three (3) occasions in one month, or to timely resolve a Priority Level 4 Defect in two (2) subsequent Version Releases, then the County shall receive a credit in an amount equal to 1% of the allocable maintenance fee for each additional or continuing failure (those failures hereinafter referred to as "Credit Trigger(s)") during the month in which such Credit Trigger(s) occurred.
- 4.1.2** If there is a failure to timely respond to a Priority Level 3 Defect on more than three (3) occasions in one month, or to timely resolve a Priority Level 3 Defect in two (2) subsequent months, then the County shall receive a credit in an amount equal to 5% of the allocable maintenance fee for each Credit Trigger during the month in which such Credit Trigger(s) occurred.
- 4.1.3** If there is a failure to timely respond to or resolve a Priority Level 2 Defect on two (2) or more occasions in one month, then the County shall receive a credit in an amount equal to 2% of the allocable maintenance fee for the day on which the Credit Trigger occurred. The County will continue to receive that 2% credit for each subsequent day Contractor fails to respond or resolve the Priority Level 2 Defect.

- 4.1.4** If there is a failure to timely respond to or resolve a Priority Level 1 Defect, then the County shall be entitled to an amount equal to 5% of the allocable maintenance fee for the day on which the Credit Trigger occurred. The County will continue to receive that 5% credit for each subsequent day Contractor fails to respond or resolve the Priority Level 1 Defect. If the failure continues for five (5) subsequent days, the County will be entitled to a 10% credit of the allocable maintenance fee beginning on day 6 of the failure, which credit shall be applied for each subsequent day the failure persists.

Limitations on Credits

- 4.1.5** The credits under 4.1.1. and 4.1.2 above shall in no event exceed the amount of the allocable maintenance fee for the month, and the credits under 4.1.1 through 4.1.4 shall in no event exceed 50% of the then-current annual maintenance fee.
- 4.1.6** For purposes of this Agreement, the monthly maintenance fee shall be one-twelfth of the total annual fees due under this Agreement for Maintenance and Support Services, and the allocable maintenance monthly maintenance fee shall be the monthly maintenance fee divided by the number of calendar days in the month.
- 4.1.7** Penalties for substandard performance will only be imposed when (a) there is a Documented Defect, as defined in Attachment B.1; and (b) the missed response or resolution time results from causes which are materially the responsibility of or under the control of Contractor. Each report of an individual Defect subsequently confirmed by Contractor shall be treated as a separate "occasion" under this Section 6.1.

Attachment B.1

Support Call Process

1. SUPPORT SERVICES.

- 1.1. Contractor shall provide full support on the Application Software to the County during standard support hours, which shall mean hours which run from at least 7:00am to 8:00pm Eastern Standard Time on Business Days. Contractor reserves the right to extend these support hours in order to better serve the County. Assistance and support requests which require special assistance from Contractor's development group will be taken and directed by support personnel.
- 1.2. Contractor will maintain staff that is appropriately trained to be familiar with the Application Software in order to render assistance when required.
- 1.3. Contractor shall provide the County with on-line support through the use of a secure connection over the internet via Citrix GotoAssist.
- 1.4. Contractor shall provide English-speaking telephone and on-line support, toll-free in the United States.

2. APPLICATION SOFTWARE DEFECTS.

- 2.1. **REPORTING OF DEFECTS.** The County shall be entitled to report Defects, as defined in the Base Agreement, to Contractor by telephone, E-mail, or the Contractor Support Portal.
 - Phone support is available at 888.355.1093. Press 0 for a Support Technician.
 - The County may send support questions or issues to energovsupport@tylertech.com. This account is continuously monitored during normal support hours. A response will be directed back to the sender's email, unless a request for voice contact is made in the email and a proper phone number is provided.
- 2.2. **RESPONSE and RESOLUTION TIMES.** Contractor will comply with the response times and resolution times set forth in Section 3 for each of the priority levels of Defects described herein.
- 2.3. **DEFINITIONS**

Unless set forth below, all defined terms shall have the meaning ascribed to them in the Agreement.

- Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby the County can avoid any deleterious effects of such Documented Defect.
- Documented Defect means a Defect in the Application Software that the County identifies for Contractor with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence in the County's system, including, but not limited to, the operating environment, data set, and user. The County shall use reasonable commercial efforts to eliminate non-application related issues prior to its notification to Contractor of such Defect, including, but not limited to, issues related to user training and data problems not caused by the Application Software. At the time the County reports any Defect to the Contractor, the County shall identify such Defect based on the Priority Levels described below.
- Priority Level 1 Defect means a Documented Defect that causes either: (a) a loss or corruption of data; or (b) a failure of mission-critical Application Software functionality.

- Priority Level 2 Defect means a Priority Level 1 Defect with an existing Circumvention Procedure or a Documented Defect that causes failure of non-essential Application Software functionality with no circumvention.
- Priority Level 3 Defect means a Documented Defect that causes failure of non-essential Application Software functionality with an existing Circumvention Procedure. The Application Software is usable with limited functions. The error condition is not critical to the continuing operation of the client's system and does not interfere with critical business functions.
- Priority Level 4 Defect means a cosmetic or other Documented Defect that does not qualify as a Priority Level 1 Defect, Priority Level 2 Defect, or Priority Level 3 Defect.

3. **SUPPORT SERVICES FOR DOCUMENTED DEFECTS.** Contractor shall respond to and address any Documented Defect based on Attachment B.2.

4. **DE-ESCALATION AND ESCALATION MANAGEMENT.** Internal incident escalation is a standard feature of the Maintenance and Support Services provided for the Application Software. The County may request escalation in the event an incident should be assigned a heightened priority level. Contractor's help desk technicians are also trained to immediately "escalate" new or unknown Defects to the appropriate professional services and/or research and development teams. Those teams will log the Defect and coordinate with the help desk technician to (a) identify a Circumvention Procedure; and (b) otherwise resolve the Defect.

Similarly, if a Circumvention or Circumvention Procedure is provided by Contractor for a Defect, County and Contractor may agree to downgrade the related Priority Level until an agreed-upon date. If a permanent fix is not provided by Contractor by such agreed upon date, then County shall be entitled to escalate the Priority Level.

Attachment B.2

Priority Level Definitions

ASSUMPTIONS

- All Response and Resolution Times are as set forth below, except as otherwise mutually agreed to by representatives of each party, so long as those representatives have authority to bind the party they represent.
- Resolution Times are measured as of the time Contractor made the subject resolution available to the County.
- A Defect shall be deemed resolved upon the earlier of: (i) Contractor provides a permanent solution that cures the Defect; or (ii) Contractor identifies the source of the Defect, demonstrates commitment to curing the Defect, and implements a Circumvention or Circumvention Procedure.

PRIORITY LEVEL 1 DEFECTS

- *Response Time.* Contractor shall provide an initial response to Priority Level 1 Defects within one (1) hour of receipt of Defect documentation.
- *Response.* Contractor shall immediately assign appropriate personnel to diagnose and correct the Priority Level 1 Defect or identify Circumvention Procedures. Contractor's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Contractor has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.
- *Resolution Time.* Contractor shall use commercially reasonable efforts to resolve such Documented Defect within one (1) Business Day.
- *Limitations.* Contractor's responsibility for lost or corrupted data is limited to restoring its database to a known, accurate state.

PRIORITY LEVEL 2 DEFECTS

- *Response Time.* Contractor shall provide an initial response to Priority Level 2 Defects within four (4) hours of receipt of Defect documentation.
- *Response.* Contractor shall promptly assign appropriate personnel to diagnose and correct the Documented Defect. Contractor's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Contractor has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.
- *Resolution Time.* Contractor shall use commercially reasonable efforts to resolve such Documented Defect without the need for Circumvention Procedures within five (5) Business Days and in any event as promptly as reasonably possible.
- *Limitations.* Contractor's responsibility for lost or corrupted data is limited to restoring its database to a known, accurate state.

PRIORITY LEVEL 3 DEFECTS.

- *Response Time.* Contractor shall provide an initial response to Priority Level 3 Defects within one (1) Business Days.
- *Response.* Contractor shall assign appropriate personnel to diagnose and correct the Documented Defect or identify Circumvention Procedures. Contractor's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Contractor has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.
- *Resolution Time.* Contractor shall use commercially reasonable efforts to resolve such Documented Defect within fifteen (15) Business Days.

PRIORITY LEVEL 4 DEFECTS

- *Response Time.* Contractor shall provide an initial response to Priority Level 4 Defects within two (2) Business Days.
- *Response.* Contractor's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Contractor has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.
- *Resolution Time.* Contractor shall deliver to the County correcting software with the next Version Release.

Exhibit C

Pricing and Payment Schedule

PRICING AND PAYMENT SCHEDULE

All defined terms have the meaning set forth in the Base Agreement, except as otherwise defined herein.

1.0 CONTRACT SUM

The Contract Sum shall be County's maximum payment obligation to Contractor, in one-time fees or annual fees payable by Contract Year (CY), during the entire term of the Agreement, except for any Extended Term, for (i) the License fee, (ii) Implementation Services fees, (iii) Training Certifications, (iv) Maintenance and Support Services fees, (v) annual subscription fees, and (v) Pool Dollars, each of which is set forth below and payable on the schedule set forth in Section 2 (Payment Schedule).

The prices set forth below do not include taxes for which the County is responsible.

Fee Component	One-Time Fee	CY 1	CY 2	CY 3	CY 4	Total
A. License	\$709,999					\$709,999
B. Implementation Services	\$656,472					\$656,472
C. Training Certifications	\$3,998					\$3,998
D. Maintenance and Support Services		\$132,000 ¹	\$132,000	\$135,960	\$140,039	\$473,999
E. Annual Subscription		\$50,000	\$50,000	\$50,000	\$50,000	\$200,000
F. Estimated Travel Expenses	\$78,540					\$78,540
G. Pool Dollars						\$212,300
Contract Sum						\$2,335,308

¹ Consistent with Section 2(D) below, Maintenance and Support Services fees for CY1, if any, will be pro-rated through the end of CY1 based on the quoted baseline price.

2.0 PAYMENT SCHEDULE

A. LICENSE FEES

License fees shall be invoiced as follows:

(1) \$354,999.50 (50% of total License fees) invoiced upon completion of the project kick-off meeting.

(2) \$354,999.50 (50% of total License fees) invoiced upon the earlier of software installation in production environment or 120 days from the Effective Date.

B. IMPLEMENTATION SERVICES

Implementation Services fees shall be invoiced on the following milestone schedule, upon signoff of the Stage identified below and defined in the Project Plan (Attachment A.1):

Stage	Description	Payment Amount
1	Initiation and Planning	\$19,504
2	Assess and Define	\$144,624
3	System Configuration	\$175,904
4	Internal Test	\$49,192
5	Build Specifications	\$65,880
6	Build	\$67,104
7	System Acceptance Planning	\$25,656
8	UAT and System Acceptance	\$59,840
9	User Training	\$22,496
10	Production and Production Support	\$26,272
Total		\$656,472

C. TRAINING CERTIFICATIONS

Training Certifications (\$3,998) will be invoiced when delivered.

D. MAINTENANCE AND SUPPORT SERVICES

Maintenance and Support Services fees will be invoiced at the earlier of UAT, as set forth in the Project Plan (Attachment A.1) or one (1) year from the Effective Date. Maintenance and Support Services fees for CY2 (\$132,000), CY3 (\$135,960) and CY4 (\$140,039) will be invoiced on the corresponding anniversary of the Effective Date. Maintenance and Support Services fees for any Extended Term shall be invoiced on the subsequent anniversar(y)(ies) of the Effective Date at Tylerø then-current rates, or at such other rates to which the parties may otherwise mutually agree.

E. ANNUAL SUBSCRIPTION FEES

Annual subscription fees for the iG Workforce Server will be invoiced 180 days after the Effective Date. Subsequent annual subscription fees will be invoiced on the anniversary of that date.

F. TRAVEL EXPENSES

Contractor has estimated travel expenses to be \$71,400. Contractor will invoice its actual travel expenses on a monthly basis, as incurred under Contractorø then-current Business Travel Policy, plus a 10% agency processing fee, for a total estimate of \$78,540. Contractorø current Business Travel Policy is attached to this Exhibit at Attachment C.1.

G. POOL DOLLARS FOR ADDITIONAL WORK/APPLICATIONS

All payments for or related to Additional Services and/or Additional Applications approved and paid by County shall correspondingly reduce the remaining Pool Dollars available. The quoted Pool Dollars is not a commitment or offer on the part of the County to spend such amounts for Additional Services, Additional Applications, or other expenses incurred or deliverables provided.

3.0 LICENSE - PRICING DETAIL

Application Software	Quantity	Per-Unit Price	Total Price	Comments
Permitting & Land Mgmt (PLM) Suite	N/A	N/A	\$499,999	Entitles up to 200 users within the DRP and at Reviewing Agencies to an enterprise license of the Application Software, as further defined in the Base Agreement.
Intelligent Automation Agent (IAA)	1	N/A	N/A	Included in DRP's PLM enterprise License: server-side plugin for post processing and proactive event handling automation.
Odata / Social IOE	1	N/A	N/A	Included in DRP's PLM enterprise License: Open data services / server-side plugin for enabling social media integration (Facebook/Twitter) and built-in Esri map views
Framework Enabling Products & Extensions				Extensions to DRP Enterprise License
EnerGov eReviews	1	\$50,000	\$50,000	Bluebeam/Adobe licenses not included
EnerGov GIS Server Advanced	1	\$50,000	\$50,000	VirtualGov Payment System for credit card processing
VirtualPay	1	N/A	N/A	
Citizen Connected Products				*Based on Product License / Agency Population (10,000,000)
EnerGov Citizen Access Web Portal	1	\$50,000	\$50,000	Licensed per instance of the PLM enterprise License; includes MyGovPay functionality for online payments
EnerGov's Decision Engine	1	\$10,000	\$10,000	Must purchase EnerGov Citizen Access Web Portal to deploy the decision engine
Mobile / Field Solutions				
IG Workforce Server	N/A	1	\$50,000	Fee for DRP License only
TOTAL			\$709,999	

4.0 PROFESSIONAL SERVICES - PRICING DETAIL

Professional Services	Quantity	Blended rate	Total Price	
Total Estimated Professional Services Resources	3,864	\$170	\$656,472	Quantity is quoted in hours; works out to 483 days
Estimated Travel Expenses (Based on weekly onsite trips)	42		\$78,540	Actual expenses to be incurred under Tylerø then-current Business Travel Policy
Other	# of Students			
Training Certification	2	\$1,999	\$3,998	<ul style="list-style-type: none"> One Administrator Certification course of Countyø choice Training certification conducted in Atlanta County responsible for student travel expenses.
TOTAL			\$739,010	

Annual Maintenance and Support			Base Price	
Annual Maintenance and Support Services			\$132,000	
iG Apps Subscription			\$50,000	Annual fee for DRP License only
TOTAL			\$182,000	

5.0 ADDITIONAL APPLICATIONS AND ADDITIONAL SERVICES- PRICING DETAIL

Optional*	Per-Unit Price	Comments
Licensing & Regulatory Suite: Business, Trade, Rental and Tax Licensing Processes	\$499,999/ \$2,999	County may license a DRP enterprise license to the Licensing and Regulatory Suite for \$499,999, on the same terms as set forth for the PLM Suite, and named-user Licenses as set forth above.
Asset Management Suite: Infrastructure Mgmt, Work Orders & Maintenance Mgmt	\$499,999/ \$2,999	County may license a DRP enterprise license to the Asset Management Suite for \$499,999 on the same terms as set forth for the PLM Suite, and named-user Licenses as set forth above.
Citizen Relationship Mgmt (CRM) Suite: Citizen Requests and Code Enforcement Processes	\$249,999/ \$1,999	County may license a DRP enterprise license to the CRM Suite for \$249,999 on the same terms as set forth for the PLM Suite, and named-user Licenses as set forth above.
EnerGov CitizenConnect - Citizen Service Requests	\$35,999	Allows County constituents to download a County-DRP branded application to their smartphone to submit requests to the County.
EnerGov IVR	\$35,999	Base software price; hosting not included
Source Code Escrow	\$750	County to enroll as beneficiary under Contractor's source code escrow agreement with Iron Mountain, as set forth in Exhibit K.
Additional Services	\$170/hr	\$170: Implementation Consultant
	\$225/hr	\$225: Data & Integration Services
	\$250/hr	\$250: Custom Development

* Pricing for optional suites, EnerGov Citizen Connect, and EnerGov IVR will be held for twenty-four (24) months from the Effective Date. Source code escrow fees are subject to change. Pricing for Additional Services or Additional Applications shall be available at the rates set forth above for twenty-four (24) months from the Effective Date.

Attachment C.1

Business Travel Policy Summary

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on the trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance-Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience and the specific situation require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may

be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

No shows or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates range from \$46 to \$71. A complete listing is available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
--------------------------	------------------

Depart after 12:00 noon	Dinner
-------------------------	--------

Return Day

Return before 12:00 noon	Breakfast
--------------------------	-----------

Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
---------------------------------------	---------------------

Return after 7:00* p.m.	Breakfast, lunch and dinner
-------------------------	-----------------------------

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00* p.m.

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

5. Entertainment

All entertainment expenses must have a business purpose; a business discussion must occur either before, after or during the event in order to qualify for reimbursement. The highest-

ranking employee present at the meal must pay for and submit entertainment expenses. An employee who submits an entertainment expense for a meal or participates in a meal submitted by another employee cannot claim a per diem for that same meal.

6. Internet Access ó Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

Exhibit D

Project Schedule

Below is high level schedule estimating the duration of Project Plan Stages, as defined in Attachment A.1. Once finalized and approved by authorized representatives of both parties during Stage 1 (Initiation and Planning), the final Project Schedule shall become part of this Exhibit, as if fully set forth herein.

Project Schedule, Estimated as of the Effective Date:

Stage 1:	1 month
Stage 2:	2.5 months
Stage 3:	3.5 months
Stage 4:	0.75 months
Stage 5:	1.25 month
Stage 6:	1.5 months
Stage 7:	0.5 months
Stage 8:	1.5 months
Stage 9:	1 month
Stage 10:	0.75 months
TOTAL:	14.25 months

Exhibit E

Administration of Agreement

Consistent with Paragraphs 3 and 4 of the Base Agreement, the County and Contractor personnel tasked with the administration of the Agreement will be identified during Stage 1 (Initiation and Planning) of the Project Plan (Attachment A.1). Once identified, those names and their titles/contact information will be memorialized in an updated version of this Exhibit E, which updated version will become part of this Exhibit and the Agreement as if fully set forth herein.

Exhibit F Contractor's EEO Certification

Tyler Technologies, Inc
Contractor Name

5519 53rd Street, Lubbock, TX 79414
Address

75-2303920
Internal Revenue Service Employer Identification Number


GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|---|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

S. Brett Cole President, Tyler Technologies LGI
Authorized Official's Printed Name and Title


Authorized Official's Signature

6-3-14
Date

Exhibit G

Confidentiality Agreement

1. **CONTRACTOR: TYLER TECHNOLOGIES, INC. GENERAL INFORMATION**

The organization identified above ("Contractor") is under contract ("Contract") to provide Work (as such term is defined in the Contract) to the County of Los Angeles (öCountyö). County requires each employee, agent, consultant, outsourced vendor and independent contractor of this Contractor performing Work under such Contract to understand his/her obligations with respect to the personal, proprietary and other confidential material, data or information, with which he/she will be in contact. Contractor, by executing this Confidentiality Agreement, represents that it shall ensure each such staff member's compliance with the obligations regarding such data and information, as set forth in the Contract.

2. **CONTRACTOR ACKNOWLEDGMENT**

Contractor understands and agrees that all of Contractor's, or any subcontractor's, staff that will provide Work pursuant to the above-referenced Contract are Contractor's, or any subcontractor's, sole responsibility. Contractor understands and agrees that its, or any subcontractor's, staff must rely exclusively upon Contractor, or any subcontractor, for payment of salary and any and all other benefits payable by virtue of such staff's performance of Work under this Agreement.


Contractor understands and agrees that its, or any subcontractor's, employees are not employees of County for any purpose whatsoever and that such staff do not have and will not acquire any rights or benefits of any kind from County by virtue of performance of Work under the above-referenced Contract. Contractor understands and agrees that its, or any subcontractor's, staff do not have and will not acquire any rights or benefits from County pursuant to any agreement between any person or entity and County.

3. **CONFIDENTIALITY**

Contractor, any subcontractor, and their staff, by virtue of performing Work under the above-referenced Contract, may come in contact with (i) Confidential Information (as such term is defined in the Contract), (ii) data and information, which County has an obligation to keep confidential by applicable law or otherwise, and (iii) proprietary information belonging to other organizations doing business with County (collectively for the purpose of this Exhibit G "Confidential Information"). By signing this Agreement, Contractor agrees that, by virtue of involvement in the Work under the Contract, it, any subcontractor, and their staff shall protect the confidentiality of all such Confidential Information pursuant to the terms of Paragraph 16 (Confidentiality and Security) of the Contract and as specified below.

Contractor agrees, on behalf of itself, its subcontractors and all Contractor/subcontractor staff, (i) to protect from loss and hold in confidence any and all Confidential Information; (ii) not to directly or indirectly reveal, report, publish, transfer, reproduce to, or for the benefit of, any unauthorized person or otherwise disclose any Confidential Information obtained while performing Work under the above-referenced Contract; and (iii) to utilize the Confidential Information solely for the limited purpose of providing Work pursuant to the Contract. Contractor's, or any subcontractor's, staff shall forward all requests for disclosure of any such information in their possession or care to County's Project Manager under the Contract.

Contractor agrees to report to County's Project Manager under the Contract any and all violations of this Agreement, including unauthorized disclosures of Confidential Information, whether accidental or intentional, and whether by Contractor's, or any subcontractor's, staff and/or by any other person, of which such staff become aware. Contractor agrees and shall ensure that its, or any subcontractor's, staff return possession of all Confidential Information to County's Project Manager under the Contract upon completion of the above-referenced Contract, or termination of employment with the Contractor, or any subcontractor, whichever occurs first.

SIGNED  DATE 6.3.14

PRINTED S. Brett Cole TITLE President, Tyler Technologies LLC

Exhibit H
Jury Service Ordinance

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. ~~%Contractor+~~means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. ~~%Employee+~~means any California resident who is a full-time employee of a contractor under the laws of California.
- C. ~~%Contract+~~means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. ~~%~~Full time+means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. ~~%~~County+means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

%Dominant in its field of operation+ means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

%Affiliate or subsidiary of a business dominant in its field of operation+ means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Exhibit I
Safety Surrendered Baby Law

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

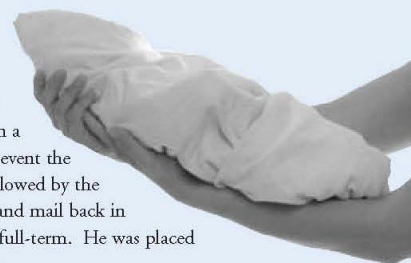
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Exhibit J
Source Code Escrow Agreement

SOFTWARE SOURCE CODE ESCROW AGREEMENT

TERMS AND CONDITIONS

IN CONSIDERATION OF the terms and conditions of the Agreement and other good and valuable consideration, the parties hereto agree as follows:

ESCROW AGREEMENT. Tyler Technologies agrees to name, _____ hereinafter CLIENT, as a beneficiary in accordance with the provisions of the Software Escrow Service Agreement Tyler Technologies maintains with an independent escrow service.

PRICE. CLIENT agrees to pay an initial start-up fee of \$750.00, due upon execution of this agreement. Future annual payments of \$750.00 will be invoiced in the month prior to the renewal date and will be due in full for this agreement to continue in effect.

SOFTWARE SOURCE CODE COVERED. This Agreement applies to all Tyler Software Products for which CLIENT has paid the full agreed upon price of the Tyler Software license. If CLIENT acquires additional Tyler Software Products in the future, such software shall also be covered by this Agreement. If CLIENT fails to pay the Escrow fee when due, Tyler Technologies shall have the right in its sole discretion to suspend its performance or terminate this Agreement.

TERM. This Agreement shall become effective on the date executed by an officer of Tyler Technologies and shall have a term ending upon the last day of the month one year following that date.

A. This Agreement will automatically renew for subsequent one year terms unless either party gives the other party at least thirty days prior written notice of its intent not to renew. Fees for subsequent years are subject to change.

PROVISIONS. As a minimum requirement, Tyler Technologies agrees to provide the following service to CLIENT through an escrow agreement:

- A. Tyler Technologies will maintain a software escrow service agreement with an independent escrow service provider.
- B. Tyler Technologies will deposit a current copy of source code for all licensed Tyler Software Products and will update the deposit when a major revision of the software is released.
- C. If Tyler Technologies chooses to change the provider of the escrow service, Tyler Technologies will notify CLIENT of the name and address of the new escrow service provider.
- D. The provisions included in the escrow service agreement will include provisions for the beneficiary to receive access to the Tyler Software Products source code when the escrow service provider has received written instruction directly from Tyler Technologies, Tyler Technology's trustee in bankruptcy, or a court of competent jurisdiction and payment to the escrow service provider of the deposit copying and delivery fees, then the escrow service provider will release a copy of the deposit materials to CLIENT.

ACCEPTED BY:

CLIENT Name

By: _____

Signature

Title

Date

ACCEPTED BY:

Tyler Technologies, Inc.

By: 

Signature

Title

Date

President, Tyler Technologies Ltd
6-3-14

Exhibit K
Contractor's Proposal
[Incorporated by Reference]

Exhibit L
Request for Proposals
[Incorporated by Reference]

Exhibit M
MyGovPay/Virtual Pay and IVR

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if County elects to use MyGovPay or VirtualPay, products of Contractor (*Powered by BankCard Services Worldwide*), designed for citizen users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

“BCSW” means BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the Application Software passes credit card transactions.

“Merchant Agreement” means the agreement between County and BCSW that provides for the Merchant Fees.

“Merchant Fees” means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Contractor has no authority.

“MyGovPay” means the product of Tyler Technologies that allows members of the public to pay for Customer’s services with a credit or other payment card on the Customer’s citizen-facing web portal.

“Use Fees” means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

“VirtualPay” means the product of Contractor that allows the County to accept and process citizen user’s credit or other payment card using the Application Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) County must apply for and agree to a Merchant Agreement with BCSW.
- (2) County agrees that citizen users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) County agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) County agrees that this Agreement does not represent any modification to Customer’s Merchant Agreement with BCSA.
- (5) County agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to County in any way.
- (6) County agrees that MyGovPay’s and VirtualPay’s ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process

payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. County agrees that the Use Fees set forth on the following page will apply if County elects to use MyGovPay/VirtualPay.

Use Fees

EnerGov's MyGovPay (Online / card-not-present payments)**

	MyGovPay (Online Payments)	MyGovPay (Online Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.79%	\$0.20
Option 2: Patron Paid	3.29%	N/A

***ACH processing is available for a fee of \$20 per month and \$0.30 per transaction.*

EnerGov's VirtualPay (retail card present)

	VirtualPay (Retail Payments)	Virtual Pay (Retail Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.59%	\$0.15
Option 2: Patron Paid	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average transaction amount is below \$30, we reserve the right to apply an additional \$0.20 service fee above the quoted rates above.

3. Interactive Voice Response (IVR). If IVR is selected by County and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

(a) Network Security. County acknowledges that a third-party is used by Contractor to process IVR data. County's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.

(b) Content. County is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the Application Software.

(c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.

(d) Critical Application. County will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medical care or other emergency services.

(e) No Harmful Code. County represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by County or citizen users.

(f) IVR WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS EXHIBIT OR THE BASE AGREEMENT, CONTRACTOR MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.