



County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

FESIA A. DAVENPORT
Chief Executive Officer

DATE: October 20, 2021
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: 1(323)776-6996**
TELECONFERENCE ID: 605696861#

To join via phone, dial 1(323)776-6996, then press 605696861#.

YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:

[Click here to join the meeting](#)

**THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE
THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED
UNDER STATE LAW**

AGENDA

Members of the Public may address the Operations Cluster on any agenda item after all Informational Items are presented.
Two (2) minutes are allowed for each item.

1. **Call to order – Tamela Omoto-Frias/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**
(5 minutes)

A) Board Letter:
ADOPT A RESOLUTION OF THE BOARD OF SUPERVISORS
APPROVING THE PALMDALE ENHANCED INFRASTRUCTURE
FINANCING DISTRICT-INFRASTRUCTURE FINANCING PLAN
CEO/ECONOMIC DEVELOPMENT – Robert Moran, CEO and
Michael Buennagel, County Counsel

CONTINUED ON PAGE 2

- B) Board Letter:
APPROVAL OF A SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR AN AUTOMATED CIVIL ENFORCEMENT SYSTEM
LASD – Angelo Faiella, Contracts Manager and
Sam Saad, IT Specialist I

3. **PRESENTATION/DISCUSSION ITEMS:**

- A) UTILIZING EXISTING INFRASTRUCTURE AND RESOURCES TO ACCELERATE DIGITAL EQUITY
ISD – Selwyn Hollins, Director, or designee

4. **Public Comment**
(2 minutes each speaker)

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

- A) ASSESSOR – AUTHORIZATION TO AMEND SOLE SOURCE AGREEMENTS WITH ORACLE AMERICA, INC. (ORACLE) TO PROVIDE EXTENDED SUPPORT FOR THE DEVELOPMENT OF ASSESSOR'S MODERNIZATION PROJECT (AMP) PHASE IV AND APPLICATION MANAGEMENT SUPPORT SERVICES (AMSS) FOR AMP
- B) RR/CC – REQUEST APPROVAL OF SOLE SOURCE CONTRACT #21-005 WITH ELECTION SYSTEMS AND SOFTWARE, LLC (ES&S) FOR INCOMING VOTE BY MAIL AUTOMATED SIGNATURE VERIFICATION SERVICES
- C) CEO/CP – RANCHO LOS AMIGOS SOUTH CAMPUS DEMOLITION PROJECT-APPROVE PROJECT BUDGET AND ADVERTISE, AWARD, AND EXECUTE A CONSTRUCTION CONTRACT
- D) CEO/CP – FACILITY REINVESTMENT PROGRAM- APPROVE CAPITAL AND EXTRAORDINARY MAINTENANCE PROJECTS AND BUDGETS; APPROPRIATION ADJUSTMENT; AND INCREASE USE OF LEASE REVENUE OBLIGATION NOTES FINANCING

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	10/20/2021	
BOARD MEETING	11/2/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	Fifth	
DEPARTMENT	CEO	
SUBJECT	Palmdale Enhanced Infrastructure Financing District (EIFD)	
PROGRAM	Economic Development	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total Benefit: \$69.96 million (present value) over 50-years	Funding source: County share of future property tax growth
	TERMS (if applicable): County to contribute 70% of its share of future property tax increment for funding a defined list of infrastructure projects which will spur development projects	
	Explanation: County GF will receive a long-term benefit from the growth in assessed values due to development projects	
PURPOSE OF REQUEST	Approve resolution authorizing the County contribution of 70% of its share of future property tax increment to the Palmdale EIFD	
BACKGROUND (include internal/external issues that may exist)	The EIFD, a partnership between the City and County, will spur transit-oriented development, assist in the expansion of affordable housing, and provide funding for County infrastructure projects including a new County Antelope Valley Service Center and the Avenue O Widening Project.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • Robert Moran, CEO, 974-1130, rmoran@ceo.lacounty.gov • Michael Buennagel, County Counsel, 974-1833, mbuennagel@counsel.lacounty.gov	

November 2, 2021

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

Dear Supervisors:

**ADOPT A RESOLUTION OF THE BOARD OF SUPERVISORS APPROVING THE
PALMDALE ENHANCED INFRASTRUCTURE FINANCING DISTRICT
INFRASTRUCTURE FINANCING PLAN
(FIFTH DISTRICT - 3 VOTES)**

SUBJECT

Palmdale Enhanced Infrastructure Financing District

IT IS RECOMMENDED THAT THE BOARD:

Approve a Resolution to authorize the County contribution of incremental property tax to the Palmdale Enhanced Infrastructure Financing District and approve the District's Infrastructure Financing Plan.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the Palmdale Enhanced Infrastructure Financing District ("EIFD") is to finance \$176.2 million of much needed infrastructure projects in the City of Palmdale. The infrastructure projects will accelerate the production of quality jobs and accessible housing and promote sustainability by connecting jobs and housing in the Antelope Valley. Projects include: new storm drains, sewer, water, and street improvements; intersection upgrades; overpass/grade separation improvements; street widening and median realignment; Avenue O Widening Project; and the new Antelope Valley County Service Center.

Anticipated future development is expected to include: 6 million square feet of industrial/warehouse space; 1.6 million square feet of retail/commercial/office space;

approximately 8,100 residential units; a 427,000 square foot sports complex; and a 340-room hotel.

FISCAL IMPACT/FINANCING

Consistent with Board Policy for evaluating EIFDs, the CEO conducted a fiscal analysis of the EIFD. This analysis was presented to the County's Economic Development Policy Committee on October 14, 2021, and indicated the following:

- The County's contribution of 70 percent of its future share of General Fund tax increment in the project area will support the funding of the infrastructure projects;
- The completion of the infrastructure projects is expected to stimulate anticipated development consistent with those listed above;
- There is a cap on the County's contribution, and once the EIFD receives sufficient property tax increment to fully fund the \$176.2 million of infrastructure projects, any excess will be returned by the EIFD to the City and County; and
- Due to the estimated property tax increment generated by the development projects, there will be a positive net impact over the life of the EIFD to the County General Fund of approximately \$70 million (in 2021 dollars), which reflects the estimated growth in future property taxes due to the new development.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS/NEXT STEPS

The law authorizing creation of EIFDs, California Government Code section 53398.50, *et seq* ("EIFD law"), took effect in 2015. The EIFD law was established to provide a tool to finance local infrastructure after the dissolution of redevelopment. EIFDs include: 1) a 45-year time limit after the first bond issuance; 2) the voluntary contribution of property tax increment and/or property tax in lieu of VLF by affected taxing entities for tax increment financing (schools cannot contribute); 3) a cap on the County's contribution; and 4) governance of the EIFD by a separate Public Financing Authority, with two of the five members appointed by the County.

If approved, the County will begin participating in the EIFD and contribute 70 percent of its share of future property tax increment generated in the EIFD project area. In accordance with EIFD law, the EIFD's Public Financing Authority has been established, and includes the 5th District Supervisor (represented by a designee) and a member of the public appointed by your Board. The County will also have the right to review the EIFD's financial records and calculations to ensure the County does not contribute property tax increment more than the amount required to fund the \$176.2 million infrastructure projects.

The Infrastructure Financing Plan ("IFP") and attached resolution include the provisions necessary for the County to begin participating in the EIFD.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Because the majority of the proposed EIFD (18,860 acres out of a total 22,971 acres) lies in the City of Palmdale, the impact of the projects on the County General Fund will be minimal. The County is aware of and is participating in the planning of the Avenue O Widening Project and the Antelope Valley County Service Center.

CONCLUSION

Upon Board approval, please return one signed copy of the Resolution and one stamped copy of the adopted Board letter to the Chief Executive Office, Economic Development Division for further processing.

Respectfully submitted,

FESIA DAVENPORT
Chief Executive Officer

JN:AC:JO
RM:acn

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES AUTHORIZING COUNTY PARTICIPATION IN THE CITY OF PALMDALE
ENHANCED INFRASTRUCTURE FINANCING DISTRICT TO FINANCE THE CONSTRUCTION
OF PUBLIC INFRASTRUCTURE PROJECTS AND APPROVING THE INFRASTRUCTURE
FINANCING PLAN**

WHEREAS, pursuant to Chapter 2.99 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53398.50) (the "EIFD Law"), to provide local agencies, excluding schools, a means to finance and fund infrastructure projects that will create transit priority projects and implement sustainable community plans, housing units, and construct facilities to house providers of consumer goods and services in the communities served by these efforts; and

WHEREAS, on June 8, 2021, the Board of Supervisors of the County of Los Angeles ("Board") initiated proceedings for the establishment of the Palmdale Enhanced Infrastructure District ("District"); and

WHEREAS, in accordance with Section 53398.54, the City of Palmdale ("the City") complied with the prerequisites prior to initiating the creation of and participating in the governance of the EIFD and provided the required certification to the Department of Finance in accordance with the EIFD Code; and

WHEREAS, the City on October 20, 2021 approved Resolution No. _____, the Infrastructure Financing Plan ("IFP") and the establishment of the Palmdale EIFD to finance certain public facilities; and

WHEREAS, the Public Financing Authority ("the PFA"), consistent with EIFD Law held public hearings on September 7, 2021 and October 12, 2021 to receive comments from the public; and

WHEREAS, the IFP contains a description of the public facilities to be funded by the EIFD, and a map of the boundaries of the EIFD, which is included in the attached IFP.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles that:

1. Pursuant to the provisions of Sections 53398.68(a) and 53398.75(e)(1) of the EIFD Law, the proposed County participation in the Palmdale EIFD and the attached IFP for the Palmdale EIFD is hereby approved.
2. In approving the IFP, the Board specifically acknowledges and approves the following:
 - a) Commitment and contribution to the District of 70% of the County's portion of the *ad valorem* property tax increment from within the boundaries of the District for the life of the District, subject to limits on tax increment contributions and time provided by law and this resolution;
 - b) The County's annual commitment and contribution of property tax increment shall not be greater than the City's annual commitment of property tax

increment and property tax in lieu of vehicle licensing fees (VLF), as outlined in the IFP;

- c) It is the intent of the EIFD to fund the list of \$176.2 million in infrastructure projects listed in Table 2 of the IFP; and
 - d) There shall be an annual limit on the total number of dollars that the County will contribute to the District defined as the annual amount of the County contribution that is needed to pay bond payments, or otherwise fund the approved list of infrastructure projects. In the following fiscal year after the projects have been fully funded, and any year thereafter up to the time limit, any City and County contributions more than remaining bond payments shall be returned by the District to the City and County. The District shall provide the County an annual accounting of the status of the funding of the approved infrastructure projects, and notify the County when they have been fully funded, subject to County review.
3. The County's participation is expressly conditioned on the Authority, on behalf of the District, granting the County the right to review the Authority's calculations, and the District's books and accounting records thereof, required in the IFP to determine if the tax increment revenue limit has been reached.
4. The County Board of Supervisors hereby approves the severability of this Resolution, if for any reason a section, subsection, phrase, or clause of this Resolution is found to be invalid, such section, subsection, phrase, or clause shall be severed from, and not affect the validity of, all remaining portions of this Resolution that can be given effect without the severed portion

The foregoing resolution was on the ___day of November 2021, adopted by the Board of Supervisors of the County of Los Angeles.

CELIA ZAVALA
Executive Officer
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM

RODRIGO CASTRO-SILVA
County Counsel

By _____
Deputy County Counsel

/

CITY OF PALMDALE ENHANCED INFRASTRUCTURE FINANCING DISTRICT

INFRASTRUCTURE FINANCING PLAN

Prepared For:

The City of Palmdale and the County of Los Angeles



Prepared By:



JULY 2021

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Appendix B: Legal Description of the Palmdale EIFD

Appendix C: Projected Tax Increment Revenue Analysis

Appendix D: Fiscal Impact Analysis

Appendix E: General Plan and Transit Area Specific Plan Environmental Impact Report Links

1.0 Introduction

1.1 Background & Purpose

The purpose of the Palmdale Enhanced Infrastructure Financing District (“Palmdale EIFD” or “District”) is to support needed infrastructure in the Antelope Valley to help accelerate the production of quality jobs and accessible housing. The EIFD will help fund investments in streets and roads, utilities, and exploration of an Antelope Valley County Service Center to help fulfill economic goals for the City, County, and State, as well as promote sustainability by connecting jobs and housing in the Antelope Valley. The Palmdale EIFD encompasses approximately 22,971 acres of land—18,860 acres located within Palmdale city limits (representing approximately 28% of the City’s total approximately 68,032 acres) and 4,140 acres located in unincorporated County. The Palmdale EIFD boundaries are non-contiguous, focusing on the jobs and housing centers of the City. The boundaries can be separated into three sub-areas: Aerospace Corridor (6,800 acres), Commercial Centers (2,206 acres), and Las Colinas (13,965 acres). These areas include industrial areas around the Palmdale Regional Airport and USAF Plant 42, the Palmdale Medical Campus, transit-oriented development in the Palmdale Transportation Center area, significant new housing opportunities in the Ritter Ranch / Anaverde residential projects, and various other targeted opportunity site areas within the City that need infrastructure improvements for communitywide and regional benefit. The District represents a partnership between the City of Palmdale (“City”) and the County of Los Angeles (“County”) as taxing entities contributing tax increment to help fund public infrastructure improvements.

This Infrastructure Financing Plan identifies possible future infrastructure projects and how they would be funded. Each project would require its own environmental review as outlined by the California Environmental Quality Act (“CEQA”) guidelines.

1.2 Contents and Overview of this Infrastructure Financing Plan (“IFP”)

Pursuant to Government Code Sections 53398.59 through 53398.74, this IFP comprises the following information:

- a) A map and legal description of the District, [included herein as Appendix A and Appendix B, respectively](#).
- b) A description of the public facilities and other forms of development or financial assistance that is proposed in the area of the district, including those to be provided by the private sector, those to be provided by governmental entities without assistance under this chapter, those public improvements and facilities to be financed with assistance from the proposed district, and those to be provided jointly. The description shall include the

proposed location, timing, and costs of the development and financial assistance. This information is included in Section 3 of this IFP.

- c) If funding from affected taxing entities is incorporated into the financing plan, a finding that the development and financial assistance are of communitywide significance and provide significant benefits to an area larger than the area of the district. This information is included in Section 4 of this IFP.
- d) A financing section (included in Section 5 of this IFP), which shall contain all of the following information:
 - a. A specification of the maximum portion of the incremental tax revenue of the city or county and of each affected taxing entity proposed to be committed to the district for each year during which the district will receive incremental tax revenue. The portion need not be the same for all affected taxing entities. The portion may change over time. The maximum portion of the City's property tax increment to be committed to the District will be 100%, and the maximum portion of the County's property tax increment to be committed to the District will be 70% throughout duration of the District lifetime, which is projected to be forty-five (45) years from the date on which the first issuance of bonds or acquisition of a loan is approved by the Public Financing Authority ("PFA").
 - b. A projection of the amount of tax revenues expected to be received by the district in each year during which the district will receive tax revenues, including an estimate of the amount of tax revenues attributable to each affected taxing entity for each year. Section 5.3 of this IFP includes a projection of tax revenues to be received by the District by year over the course of forty-five (45) years from the date on which the first issuance of bonds or acquisition of a loan is approved by the PFA. These projections are based on research and analysis of available data at the time of IFP preparation for purposes of illustration. Actual results may differ from those expressed in this document. Appendix C provides additional detail for the projected revenue analysis.
 - c. A plan for financing the public facilities to be assisted by the district, including a detailed description of any intention to incur debt. Section 5.4 of this IFP includes a plan for financing the public facilities to be assisted by the District. The PFA governing the District intends to incur debt only when it is financially prudent to do so. It is estimated at this time that approximately \$176.2 million of infrastructure improvements (in nominal 2021 dollars) will be funded from a combination of bond or loan proceeds (multiple issuances may be necessary) and pay-as-you-go funding over the District lifetime.
 - d. A limit on the total number of dollars of taxes that may be allocated to the district pursuant to the plan. The total number of dollars or taxes that may be allocated to

- d. A limit on the total number of dollars of taxes that may be allocated to the district pursuant to the plan. The total number of dollars or taxes that may be allocated to the District shall not exceed \$1.2 billion in nominal 2021 dollars. This represents a maximum allocation of \$600 million each from the City and County over the District's lifetime in nominal 2021 dollars. The City and County shall have the right to review the Authority's calculations, and the District's books and accounting records thereof, to determine if the tax increment revenue limit has been reached.
- e. A date on which the district will cease to exist, by which time all tax allocation to the district will end. The date shall not be more than 45 years from the date on which the issuance of bonds is approved pursuant to subdivision (a) of Section 53398.81, or the issuance of a loan is approved by the governing board of a local agency pursuant to Section 53398.87. The District will cease to exist the earlier of: (i) forty-five (45) years from the date on which the first issuance of bonds or acquisition of a loan is approved by the PFA, or (ii) June 30, 2080. This IFP assumes that the District will be formed in Fiscal Year 2021-2022 and will begin receiving tax revenues in Fiscal Year 2022-2023.
- f. An analysis of the costs to the city or county of providing facilities and services to the area of the district while the area is being developed and after the area is developed. The plan shall also include an analysis of the tax, fee, charge, and other revenues expected to be received by the city or county as a result of expected development in the area of the district. Appendix D to this IFP includes, as part of the Fiscal Impact Analysis, an analysis of the costs to the City and County for providing facilities and services to the area of the District. It is estimated that, at Year 20 of the District lifetime (assumed stabilized buildout of District area), annual costs to the City will be approximately \$12.8 million, and annual costs to the County will be approximately \$15.5 million to service the area of the District.
- g. An analysis of the projected fiscal impact of the district and the associated development upon each affected taxing entity. Appendix D to this IFP includes an analysis of the projected fiscal impact of the District and the associated development upon both the City and the County, as the only two affected taxing entities that are contributing tax increment revenues to the District. It is estimated that, at Year 20 of the District lifetime, the District area will generate an annual net fiscal surplus of \$7.4 million to the City and an annual net fiscal surplus of \$17.8 million to the County.
- h. A plan for financing any potential costs that may be incurred by reimbursing a developer of a project that is both located entirely within the boundaries of that district and qualifies for the Transit Priority Project Program, pursuant to Section 65470, including any permit and affordable housing expenses related to the project. At this time, the PFA does not intend to finance any potential costs that

- e) If any dwelling units within the territory of the district are proposed to be removed or destroyed in the course of public works construction within the area of the district or private development within the area of the district that is subject to a written agreement with the district or that is financed in whole or in part by the district, a plan providing for replacement of those units and relocation of those persons or families consistent with the requirements of Section 53398.56. The PFA does not anticipate that any housing units will be removed as a result of any project identified in this IFP. However, if any relocation of dwelling units is deemed to be required in the future for a project financed by the District, the PFA will comply with the requirements of Government Code Section 53398.56.
- f) The goals the district proposes to achieve for each project financed pursuant to Section 53398.52. Section 7 of this IFP summarizes the goals of each project to be financed by the District.

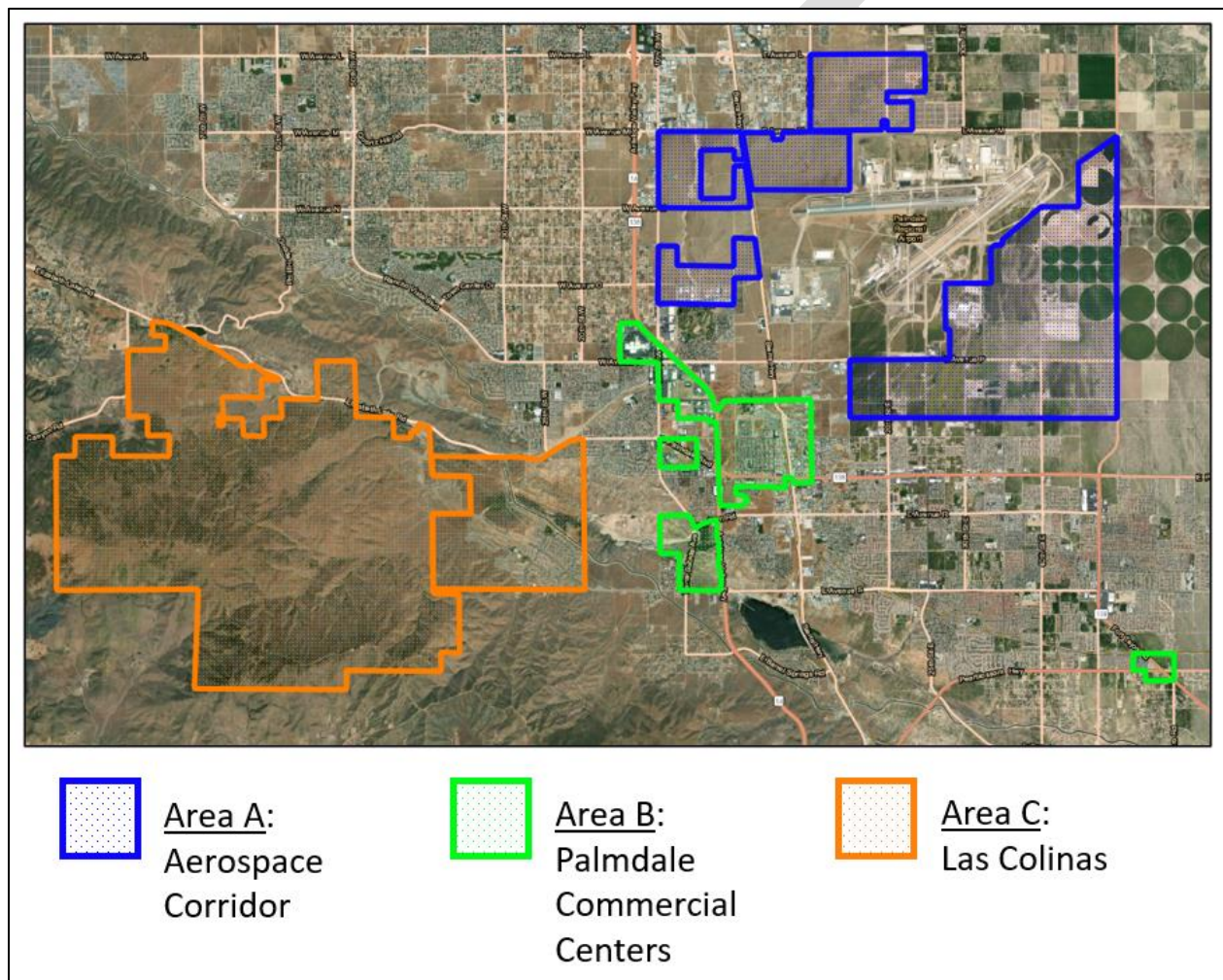
2.0 Description of the Proposed District

The Palmdale EIFD encompasses approximately 22,971 acres of land—18,860 acres located within Palmdale city limits (representing approximately 28% of the City's total approximately 68,032 acres) and 4,140 acres located in unincorporated LA County. The purpose of the EIFD is to fund public investments in streets and roads, utilities, and exploration of an Antelope Valley County Service Center to help fulfill economic goals for the City, County, and State, as well as promote sustainability by connecting jobs and housing in the Antelope Valley. The Palmdale EIFD boundaries are non-contiguous to take into account the jobs and housing centers of the City. The boundaries can be separated into three sub-areas as further described below: Aerospace Corridor (6,800 acres), Commercial Centers (2,206 acres), and Las Colinas (13,965 acres). Land use designations in the District primarily include industrial and residential uses, as well as retail, office, hotel, and recreational designations.

- **The Aerospace Corridor** is centered around US Air Force Plant 42 and the future Aerospace Valley Airport (PMD) which are poised for aerospace and industrial job growth. Land uses in the subarea include the airport and surrounding industrial / commercial developments. An estimated \$859.7 million of public/private development projects in this area focus on high-quality job growth, including PMD airport operations and development, expansion of U.S. Air Force operations at Plant 42, the Hangar District, Aerospace Village, and industrial development surrounding the airport. This area also includes development sites eligible for Federal New Market Tax Credits.
- **The Palmdale Commercial Centers** include some of the major commercial areas of the City. Land uses in the subarea include community and regional commercial development, the downtown area, parts of the Palmdale Trade and Commercial and Auto Center areas, the Palmdale Transit Village, Palmdale Regional Medical Center, multifamily and single family residential, and other commercial uses. An estimated \$674.2 million of public/private development in the southeast portion of the City is stimulated by several anchor projects that are catalysts for commercial development and job growth, including Palmdale Regional Medical Center, and Pelona Vista Parkway and Four Points Gateway mixed use projects. The new Palmdale Transportation Center will serve as a regional, multimodal transportation hub supporting new jobs and housing in the Antelope Valley.
- **Las Colinas** encompass the southwestern portion of Palmdale centered around the planned Ritter Ranch and Ana Verde Nuevo housing projects. Land Uses in the area include single family and multifamily residential, as well as some neighborhood / community commercial areas and parks / open space. An estimated \$2.0 billion of new housing development is expected in the two projects, formerly combined and known as

City Ranch, which encompass a total of nearly 14,000 acres. Plans include a mix of 6,800 housing units (single-family, multi-family & senior housing) in a pedestrian-friendly setting with recreation and neighborhood commercial. Significant infrastructure investment will be needed for access and utilities to be joint funded by a Mello-Roos Community Facilities District and the Palmdale EIFD.

Appendix A includes a map of the proposed District, and Appendix B is a legal description of the District.



3.0 Description of Proposed Facilities and Development

3.1 Anticipated Future Private Development

Anticipated future private development summarized in Table 1 below was projected based on the current General Plan and Palmdale Transit Area Specific Plan, proposed development, and demand for various land use types in the local market for the purpose of creating Assessed Value ("AV") and property tax increment projections. Table 1 includes anticipated development in the three sub areas: Aerospace Corridor, Commercial Centers, and Las Colinas. Buildout and absorption of these land uses are forecasted in the first 20 years of the District's lifetime.

Table 1: Anticipated Future Private Development

All Areas Total		
Development Type	SF / Units / Rooms	Projected Development
Industrial / Warehouse	6,000,000 SF	\$750,000,000
Retail / Commercial / Office	1,595,000 SF	\$398,750,000
Residential - Rental	3,050 units	\$533,750,000
Residential - Affordable Duplex	56 units	\$13,700,000
Residential - For Sale	5,040 units	\$1,764,000,000
Sports Complex	426,888 SF	\$10,672,200
Hotel	340 rooms	\$68,000,000
TOTAL		\$3,538,872,200

3.2 Public Facilities to be Financed with Assistance from the Palmdale EIFD

The purpose of the District is to help fund approximately \$176.2 million (nominal 2021 dollars) of public infrastructure improvements, including streets and roads, utilities, and exploration of an Antelope Valley County Service Center. The list of public infrastructure projects is broken out into phases based on anticipated timing with approximately \$90 million estimated in years 1 – 5 of the District. Table 2 outlines an estimate of anticipated EIFD budget allocation for each phase of public infrastructure projects. The EIFD will not include funds to support ongoing operations of oil refinery activities.

**Table 2: Estimated EIFD Funding Allocation – Phase I and Phase II Funding Allocations
City of Palmdale - EIFD Infrastructure Project List (Phase I - 2022 to 2026)**

#	Location	Project	Est. Cost / Allocation
1	Palmdale Aerospace Village	Sierra Highway Detention Basin, Storm Drain, Sewer, Water and Street Improvements	\$23,987,016
2	Golden Spike District	Avenue R Detention Basin	\$11,872,869
3	Four Points Gateway	Pearblossom & Fort Tejon Sewer, Water, Street & Intersection Upgrades	\$3,954,359
4	Palmdale Aerospace Village	Avenue M Overpass/Grade Separation, Streets, Water, & Intersection Improvements	\$10,852,947
5	USAF Plant 42	Rancho Vista Blvd Overpass/Grade Separation	\$30,845,000
6	Avenue O	Widening and median realignment to allow goods movement and reduce congestion	\$7,000,000
7	Palmdale Medical Campus	Water, Sewer, Drainage, & Street Improvements – Palmdale Blvd, Tierra Subida, Medical Center Drive	\$1,500,000
Total Phase I			\$90,012,191

City of Palmdale - EIFD Infrastructure Project List (Phase II - 2027 to 2031)

#	Location	Project	Est. Cost
7	Antelope Valley County Service Center	Antelope Valley County Service Center – evaluate feasibility of consolidating County Departments serving Antelope Valley	\$60,000,000
8	Pelona Vista Parkway	Ave S & SR 14 Interchange and Ave S & Tierra Subida Intersection Improvements	\$1,539,516
9	Runway Industrial Center	Water Line Upgrade & Extension - Ave M, Ave N, 10th St W & Sierra Hwy & Amargosa Creek Improvements	\$4,063,397
10	USAF Plant 42	Water, Sewer, Drainage, & Street Improvements - Rancho Vista Blvd	\$2,000,000
11	The Hangar District	Water & Storm Drain Improvements - Ave L, Ave M, 10th St East & 20th St East	\$10,751,554
12	Pelona Vista Parkway	Ave S, Tierra Subida, & Rayburn/Ave R Water and Sewer Upgrades	\$3,852,589
13	Golden Spike District	Palmdale Blvd Corridor Improvements	\$2,000,000
14	Golden Spike District	Palmdale Multimodal Station	\$2,000,000
Total Phase II			\$86,207,056

Additional expenditures by the EIFD, including any use of potential future EIFD bond proceeds, will be subject to amendment of this IFP and approval by the PFA. Targeted improvements would conform to established guidelines in existing, adopted planning documentation, such as the City General Plan. Eligible expenditures in accordance with Government code sections 53398.52, 53398.56 and 53398.57 include the purchase, construction, expansion, improvement, seismic retrofit, rehabilitation, or allowed maintenance of any real or other tangible property with an estimated useful life of 15 years or longer. The EIFD may finance planning and design activities that are directly related to the purchase, construction, expansion, or rehabilitation of these projects. Example projects may include, but not be limited to, the following:

- a) Highways, interchanges, ramps and bridges, arterial streets, parking facilities, and transit facilities
- b) Sewage treatment and water reclamation plants and interceptor pipes
- c) Facilities for the collection and treatment of water for urban uses
- d) Flood control levees and dams, retention basins, and drainage channels
- e) Childcare facilities, libraries, and other government facilities
- f) Parks, recreational facilities, and open space
- g) Facilities for the transfer and disposal of solid waste, including transfer stations and vehicles
- h) Brownfield restoration and other environmental mitigation
- i) The acquisition, construction, or rehabilitation of housing for persons of very low, low, and moderate income, as defined in Sections 50105 and 50093 of the Health and Safety Code, for rent or purchase
- j) Projects that enable communities to adapt to the impacts of climate change, including, but not limited to, higher average temperatures, decreased air and water quality, the spread of infectious and vector-borne diseases, other public health impacts, extreme weather events, sea level rise, flooding, heat waves, wildfires, and drought
- k) The acquisition, construction, or improvement of broadband Internet access service.

The PFA intends to continue to identify, evaluate, and pursue additional funding sources and financing mechanisms aside from District tax increment to implement the improvements identified above, potentially including grant sources, impact fees, private sector investment incentivized by the formation of the EIFD itself, and/or other sources.

Private sector developers will be responsible for funding project-specific / fair-share / in-tract infrastructure, unless otherwise outlined in this IFP. Some public facilities included in the EIFD area are anticipated to be provided by governmental entities without assistance from the District. There are no public facilities anticipated to be provided jointly by the private sector and governmental entities, however it is possible that private sector developers may advance funding for improvements such as brownfield site remediation, with anticipation to be partially reimbursed with EIFD proceeds. Such case-specific agreements would come before the PFA for approval at the appropriate time.

4.0 Finding of Communitywide Significance

Implementation of the District promotes the goals and guiding principles of the City's General Plan and the Palmdale Transit Area Specific Plan, supports the revitalization of underutilized / vacant sites with low current assessed value, and promotes sustainability by connecting jobs and housing in the Antelope Valley. The District additionally supports numerous County economic development objectives, including affordable housing, workforce development, job creation, regional transportation improvements, improvement of quality of life, and promotion of environmental sustainability.

The anticipated \$176.2 million of infrastructure will help accelerate \$3.5 billion in private sector investment to promote the jobs and housing in Palmdale and the growing Antelope Valley:

- Reduce congestion – 42-minute mean travel time to work (vs. 30 minutes Countywide) and 86% commuter outflow
- Create more accessible housing – 66% homeownership (vs. 45% Countywide) and \$409,500 median home price (vs. \$730,000 Countywide)
- Improve job opportunities – \$62,511 median household income (vs. \$69,795 Countywide) with need for high quality job expansion in aerospace, transportation, and health care sectors
- Support long-term operations of USAF Plant 42
- Improve transportation network and options for multi-modal circulation
- Evaluate potential County Service Center – improved public service and reduced commute

Specific communitywide and regional benefits anticipated to be generated by the District include:

- \$164.4 million in net fiscal surplus to the City over 50 years (on a present-value basis)
- \$352.6 million in net fiscal impact to County over 50 years (on a present-value basis), including additional direct property tax revenue to County Fire
- 8,146 housing units within the District, including affordable housing
- 41,409 direct (on-site), indirect, and induced temporary, construction-related jobs in the City and County
- 7,563 direct (on-site) permanent jobs in the City, plus 2,628 additional indirect and induced permanent jobs in the City and County (total of 10,191 direct, indirect, and induced jobs)
- \$5.4 billion in economic output from construction in the City and County
- \$1.0 billion in annual ongoing economic output in the City and County

5.0 Financing Section

Projections included in this IFP are based on research and analysis of available data at the time of IFP for purposes of planning and illustration. Actual results may differ from those expressed in this document.

The Palmdale EIFD represents a partnership between the City and County, and as such, will be funded by property tax increment from both taxing entities. No other taxing entity is contributing property tax increment to the District. It is anticipated that property tax increment revenues will be utilized on both a “pay-as-you-go” basis as well as security for tax increment bond issuance or loan acquisition.

Portions of the Palmdale EIFD are located within the boundaries of the former Redevelopment Project Area of the former Redevelopment Agency of Palmdale, so property tax revenues generated by the properties within the overlapping area will flow according to the Redevelopment Agency dissolution statutes until all of the Successor Agency’s obligations are retired (currently anticipated in 2041). Redevelopment Property Tax Trust Fund (“RPTTF”) residual revenues are intended to be contributed by the City and County to the District as part of the maximum allocations outlined in the following sections.

5.1 Maximum Portion of Incremental Tax Revenue Dedicated to the District

The maximum portion of the City’s property tax increment to be committed to the District will be 100% throughout the District lifetime, which includes incremental property tax revenue allocated to the City in lieu of motor vehicle license fees pursuant to Government Code Section 53398.75(e)(1) in addition and in proportion to incremental AB8 property tax. The maximum portion of the County’s property tax increment to be committed to the District will be 70% throughout the District lifetime.

5.2 Projection of District Tax Revenues by Year

Table 3 provides an overview of the projected growth of assessed value, property tax increment, and City and County contributions to the District over the District lifetime. Funding may not be expended each year, may be accumulated until the PFA has determined an efficient use / expenditure of such funding. It is expected that a maximum of \$600 million of incremental tax revenues will be allocated to the District by the City, and a maximum of \$600 million of incremental tax revenues will be allocated to the District by the County, for a maximum allocation of incremental property tax revenues to the EIFD of \$1.2 billion.

Table 3: Projection of District Revenues by Year

Fiscal Year	Incremental Assessed Value	Property Tax Increment @ 1%	City		County		Total Taxes Allocated to EIFD
			Average City Share Available	City Contribution to EIFD (100%)	Average County Share Available	County Contribution to EIFD (70%)	
2021-22	41,913,351	419,134	17.44%	73,117	24.97%	73,117	146,234
2022-23	84,664,969	846,650	17.44%	147,696	24.97%	147,696	295,393
2023-24	128,271,620	1,282,716	17.44%	223,767	24.97%	223,767	447,534
2024-25	172,750,403	1,727,504	17.44%	301,359	24.97%	301,359	602,719
2025-26	218,118,762	2,181,188	17.44%	380,504	24.97%	380,504	761,007
2026-27	1,573,414,377	15,734,144	17.44%	2,744,789	24.97%	2,744,789	5,489,577
2027-28	1,646,796,016	16,467,960	17.44%	2,872,801	24.97%	2,872,801	5,745,603
2028-29	1,721,645,287	17,216,453	17.44%	3,003,374	24.97%	3,003,374	6,006,749
2029-30	1,797,991,544	17,979,915	17.44%	3,136,559	24.97%	3,136,559	6,273,118
2030-31	1,875,864,726	18,758,647	17.44%	3,272,407	24.97%	3,272,407	6,544,814
2031-32	3,334,819,167	33,348,192	17.44%	5,817,523	24.97%	5,817,523	11,635,045
2032-33	3,443,428,901	34,434,289	17.44%	6,006,990	24.97%	6,006,990	12,013,980
2033-34	3,554,210,830	35,542,108	17.44%	6,200,247	24.97%	6,200,247	12,400,494
2034-35	3,667,208,398	36,672,084	17.44%	6,397,369	24.97%	6,397,369	12,794,738
2035-36	3,782,465,917	37,824,659	17.44%	6,598,433	24.97%	6,598,433	13,196,866
2036-37	5,021,594,507	50,215,945	17.44%	8,760,067	24.97%	8,760,067	17,520,134
2037-38	5,163,939,748	51,639,397	17.44%	9,008,386	24.97%	9,008,386	18,016,771
2038-39	5,309,131,894	53,091,319	17.44%	9,261,670	24.97%	9,261,670	18,523,340
2039-40	5,457,227,883	54,572,279	17.44%	9,520,021	24.97%	9,520,021	19,040,041
2040-41	5,608,285,792	56,082,858	17.44%	9,783,538	24.97%	9,783,538	19,567,076
2041-42	6,444,414,714	64,444,147	17.44%	11,242,148	24.97%	11,242,148	22,484,295
2042-43	6,615,216,359	66,152,164	17.44%	11,540,107	24.97%	11,540,107	23,080,215
2043-44	6,789,434,037	67,894,340	17.44%	11,844,027	24.97%	11,844,027	23,688,053
2044-45	6,967,136,069	69,671,361	17.44%	12,154,024	24.97%	12,154,024	24,308,048
2045-46	7,148,392,141	71,483,921	17.44%	12,470,221	24.97%	12,470,222	24,940,443
2046-47	7,333,273,335	73,332,733	17.44%	12,792,743	24.97%	12,792,743	25,585,486
2047-48	7,521,852,153	75,218,522	17.44%	13,121,715	24.97%	13,121,715	26,243,429
2048-49	7,714,202,547	77,142,025	17.44%	13,457,266	24.97%	13,457,266	26,914,532
2049-50	7,910,399,949	79,103,999	17.44%	13,799,528	24.97%	13,799,528	27,599,057
2050-51	8,110,521,299	81,105,213	17.44%	14,148,636	24.97%	14,148,636	28,297,272
2051-52	8,314,645,076	83,146,451	17.44%	14,504,725	24.97%	14,504,726	29,009,451
2052-53	8,522,851,329	85,228,513	17.44%	14,867,937	24.97%	14,867,937	29,735,874
2053-54	8,735,221,706	87,352,217	17.44%	15,238,413	24.97%	15,238,413	30,476,825
2054-55	8,951,839,492	89,518,395	17.44%	15,616,298	24.97%	15,616,298	31,232,596
2055-56	9,172,789,632	91,727,896	17.44%	16,001,741	24.97%	16,001,741	32,003,482
2056-57	9,398,158,776	93,981,588	17.44%	16,394,893	24.97%	16,394,893	32,789,785
2057-58	9,628,035,303	96,280,353	17.44%	16,795,907	24.97%	16,795,908	33,591,815
2058-59	9,862,509,360	98,625,094	17.44%	17,204,943	24.97%	17,204,943	34,409,885
2059-60	10,101,672,898	101,016,729	17.44%	17,622,158	24.97%	17,622,158	35,244,317
2060-61	10,345,619,707	103,456,197	17.44%	18,047,719	24.97%	18,047,719	36,095,437
2061-62	10,594,445,452	105,944,455	17.44%	18,481,790	24.97%	18,481,790	36,963,580
2062-63	10,848,247,712	108,482,477	17.44%	18,924,543	24.97%	18,924,543	37,849,085
2063-64	11,107,126,018	111,071,260	17.44%	19,376,150	24.97%	19,376,151	38,752,301
2064-65	11,371,181,889	113,711,819	17.44%	19,836,790	24.97%	19,836,791	39,673,581
2065-66	11,640,518,878	116,405,189	17.44%	20,306,643	24.97%	20,306,643	40,613,286
2066-67	11,915,242,606	119,152,426	17.44%	20,785,893	24.97%	20,785,893	41,571,786
2067-68	12,195,460,810	121,954,608	17.44%	21,274,728	24.97%	21,274,728	42,549,456
2068-69	12,481,283,377	124,812,834	17.44%	21,773,339	24.97%	21,773,339	43,546,679
2069-70	12,772,822,395	127,728,224	17.44%	22,281,923	24.97%	22,281,923	44,563,846
2070-71	13,070,192,194	130,701,922	17.44%	22,800,679	24.97%	22,800,679	45,601,357
Total		\$3,371,884,513		\$588,218,244		\$588,218,246	\$1,176,436,490
Present Value @ 3%		\$1,322,934,079		\$230,783,100		\$230,783,101	\$461,566,201

Note: Present value at 3% discount rate. City property tax increment contribution includes property tax revenue allocated to the City in lieu of motor vehicle license fees.

The projections in Table 3 are based on research and analysis of available data at the time of IFP preparation for purposes of illustration. Actual results may differ from those expressed in this document. Appendix C provides additional detail for the projected revenue analysis.

5.3 Plan for Financing Public Facilities

The PFA intends to utilize numerous funding sources and financing mechanisms to implement the projects identified in Section 3.2, potentially including District tax increment, grants, impact fees, private sector investment, and/or other sources. Separate from its participation in the District, the City has implemented a Community Facility District to assist with ongoing services and maintenance of public improvements within the District.

As it pertains to the use of District tax increment, the PFA intends to incur debt only when it is financially prudent to do so. It is estimated at this time that approximately \$176.2 million of EIFD funding (in nominal 2021 dollars) for infrastructure will be made available through bond or loan proceeds and pay-as-you-go proceeds over the District lifetime. It may be the case that multiple debt issuances will be necessary to achieve the targeted funding capacity.

5.4 Limit on Total Dollars Allocated to the District

The total number of dollars or taxes that may be allocated to the District shall not exceed \$1.2 billion. This represents a maximum allocation of \$600 million from the City and \$600 million from the County over the District's lifetime.

The limit on the total number of dollars that the City and County will contribute to the EIFD shall be defined as the annual amount of the City and County contributions that is needed to pay bond payments, or otherwise fund the approved list of infrastructure projects, with an estimated cost of approximately \$176.2 million (in nominal 2021 dollars). The infrastructure projects shall be considered fully funded when all projects have been financed by bonds, excess tax increment, or other funds. In the following fiscal year after the projects have been fully funded, and any year thereafter up to the time limit, any City and County contributions in excess of remaining bond payments shall be returned by the EIFD to the City and County according to their respective proportions. The EIFD shall provide the County an annual accounting of the status of the funding of the approved infrastructure projects and notify the County when they have been fully funded.

The PFA authorizes the County, throughout the existence of the PFA and the District, to review the PFA's calculations to determine if excess property tax increment revenue exists, as defined above, in any given year. The PFA shall cooperate with such review by providing reasonable access, inspection privileges, and copies of the PFA's and/or District's records to County staff upon request, as necessary to review the PFA's calculations. In the event a County review determines excess property tax increment revenue exists, the PFA shall return such excess back to the City and County in proportion to those entities' contributions to the excess amount.

5.5 District Termination Date

The District will cease to exist the earlier of: (i) forty five (45) years from the date on which the first issuance of bonds or acquisition of a loan is approved by the PFA, or (ii) June 30, 2080. This IFP assumes that the District will be formed in Fiscal Year 2021-2022 and will begin receiving tax revenues in Fiscal Year 2022-2023.

5.6 Analysis of Costs to Provide Facilities and Services

Appendix D to this IFP includes, as part of the Fiscal Impact Analysis, an analysis of the costs to the City and County for providing facilities and services to the area of the District. It is estimated that, at Year 20 of the District lifetime (assumed stabilized buildout of District area), annual costs to the City will be approximately \$12.7 million, and annual costs to the County will be approximately \$15.5 million to service the area of the District.

5.7 Fiscal Impact Analysis

Appendix D to this IFP includes an analysis of the projected fiscal impact of the District and the associated development upon both the City and the County, as the only two affected taxing entities that are contributing tax increment revenues to the District. Table 5 presents an overview of fiscal impacts to the City and County.

Table 5: Overview of Fiscal Impacts to City and County

Overview of Fiscal Impacts			
	Annual (Stabilized Year 20)	Year 0-50 Nominal Total	Year 0-50 Present Value @ 3.0%
City of Palmdale			
Estimated Fiscal Revenues (Net of EIFD Contribution)	\$20,180,900	\$1,170,576,700	\$441,232,800
Estimated Fiscal Expenditures	\$12,764,300	\$737,357,100	\$276,854,800
Estimated Net Fiscal Impact to City	\$7,416,600	\$433,219,600	\$164,378,000
County of Los Angeles			
Estimated Fiscal Revenues (Net of EIFD Contribution)	\$33,333,375	\$1,788,845,500	\$688,585,500
Estimated Fiscal Expenditures	\$15,505,300	\$895,185,500	\$335,963,100
Estimated Net Fiscal Impact to County	\$17,828,075	\$893,660,000	\$352,622,400

It is estimated that, at Year 20 of the District lifetime, the District area will generate an annual net fiscal surplus of \$7.4 million to the City and an annual net fiscal surplus of \$17.8 million the County. Over 50 years, District activity will generate a positive net fiscal impact of approximately \$164.4 million for the City and \$352.6 million for the County on a present-value basis. This is in addition to the Community economic benefits outlined in Section 4 of this IFP (e.g. jobs, housing, remediation of contamination, connectivity, active transportation).

5.8 Developer Reimbursement for Transit Priority Project

The PFA does not intend to finance any potential costs that may be incurred by reimbursing a developer of a project that is both located entirely within the boundaries of the District and qualifies for the Transit Priority Project Program, pursuant to Section 65470. To the extent that a developer is willing to fund Transit Priority Project infrastructure expenditures beyond and in advance of said developer's fair share (not contemplated at this time), the PFA may consider and evaluate such reimbursement at the appropriate time.

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6.0 Removal of Dwelling Units and Replacement Housing Plan

The PFA does not anticipated that any housing units will be removed as a result of any project identified in this IFP. However, if any relocation of dwelling units is deemed to be required in the future for a project financed by the District, the PFA will comply with the requirements of Government Code Section 53398.56.

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7.0 Goals of the District

The purpose of the Palmdale Enhanced Infrastructure Financing District (“Palmdale EIFD” or “District”) is to support needed infrastructure in the Antelope Valley to help accelerate the production of quality jobs and accessible housing. The EIFD will help fund investments in streets and roads, utilities, and exploration of an Antelope Valley County Service Center to help fulfill economic goals for the City, County, and State, as well as promote sustainability by connecting jobs and housing in the Antelope Valley. The Palmdale EIFD encompasses approximately 22,971 acres of land—18,860 acres located within Palmdale city limits (representing approximately 28% of the City’s total approximately 68,032 acres) and 4,140 acres located in unincorporated County. The Palmdale EIFD boundaries are non-contiguous, focusing on the jobs and housing centers of the City. The boundaries can be separated into three sub-areas: Aerospace Corridor (6,800 acres), Commercial Centers (2,206 acres), and Las Colinas (13,965 acres). These areas include industrial areas around the Palmdale Regional Airport and USAF Plant 42, the Palmdale Medical Campus, transit-oriented development in the Palmdale Transportation Center area, significant new housing opportunities in the Ritter Ranch / Anaverde residential projects, and various other targeted opportunity site areas within the City that need infrastructure improvements for communitywide and regional benefit. The District represents a partnership between the City of Palmdale (“City”) and the County of Los Angeles (“County”) as taxing entities contributing tax increment to help fund public infrastructure improvements.

The anticipated \$176.2 million of infrastructure will help accelerate \$3.5 billion in private sector investment to promote the jobs and housing in Palmdale and the growing Antelope Valley:

- Reduce congestion – 42-minute mean travel time to work (vs. 30 minutes Countywide) and 86% commuter outflow
- Create more accessible housing – 66% homeownership (vs. 45% Countywide) and \$409,500 median home price (vs. \$730,000 Countywide)
- Improve job opportunities – \$62,511 median household income (vs. \$69,795 Countywide) with need for high quality job expansion in aerospace, transportation, and health care sectors
- Support long-term operations of USAF Plant 42
- Improve transportation network and options for multi-modal circulation
- Evaluate potential County Service Center – improved public service and reduced commute

8.0 Appendices

Appendix A: Map of Boundaries of the Palmdale EIFD

Appendix B: Legal Description of the Palmdale EIFD

Appendix C: Projected Tax Increment Revenue Analysis

Appendix D: Fiscal Impact Analysis

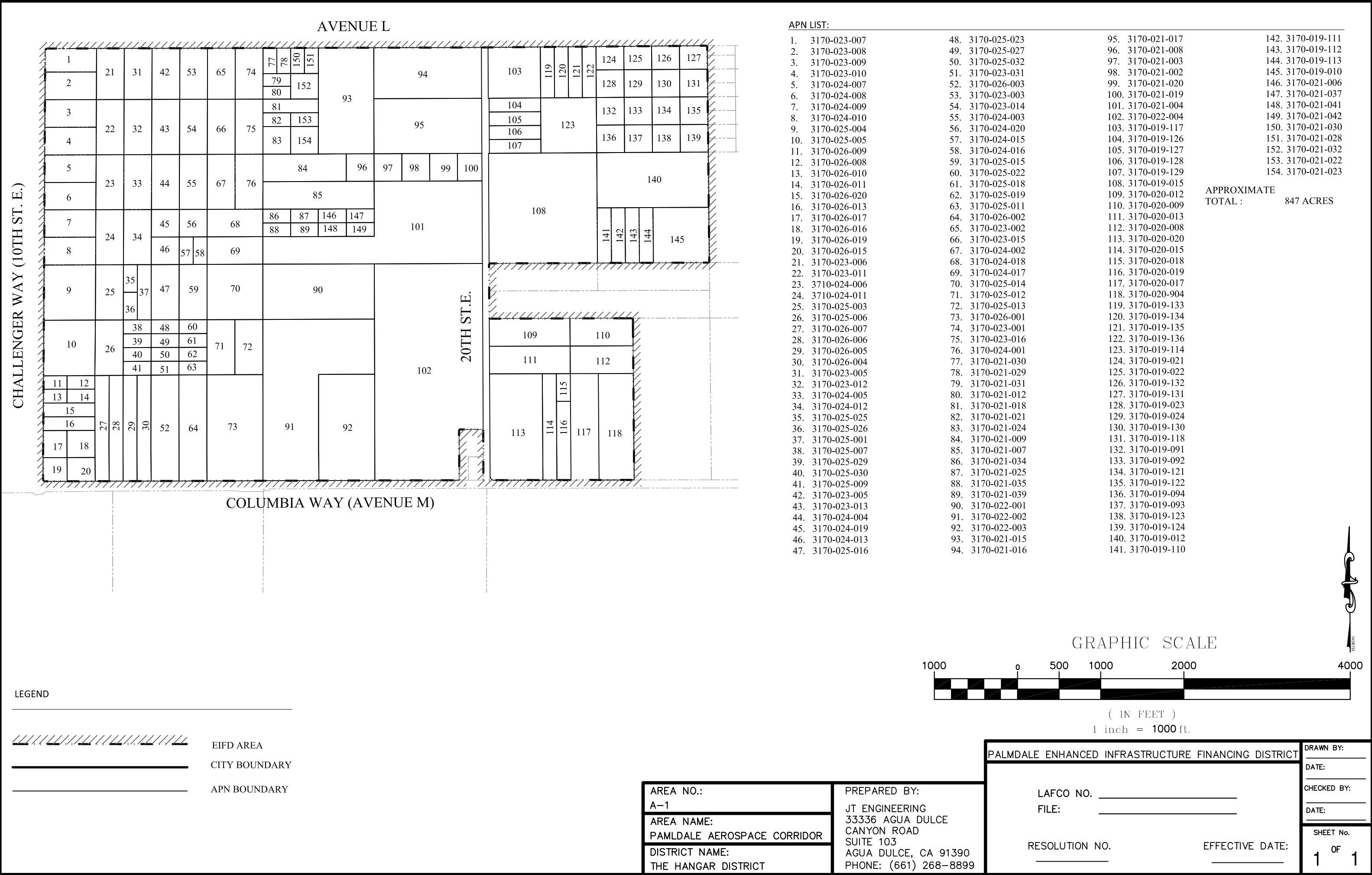
Appendix E: General Plan and Transit Area Specific Plan Environmental Impact Report Links

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Appendix A:
Map of Boundaries of the Palmdale EIFD

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APPENDIX A: MAP OF BOUNDRIES OF THE PALMDALE EIFD



APN LIST:

1. 3170-023-007

2. 3170-023-008

3. 3170-023-009

4. 3170-023-010

5. 3170-024-007

6. 3170-024-008

7. 3170-024-009

8. 3170-024-010

9. 3170-025-004

10. 3170-025-005

11. 3170-026-009

12. 3170-026-008

13. 3170-026-010

14. 3170-026-011

15. 3170-026-020

16. 3170-026-013

17. 3170-026-017

18. 3170-026-016

19. 3170-026-019

20. 3170-026-015

21. 3170-023-006

22. 3170-023-011

23. 3170-024-006

24. 3170-024-011

25. 3170-025-003

26. 3170-025-006

27. 3170-026-007

28. 3170-026-006

29. 3170-026-005

30. 3170-026-004

31. 3170-023-005

32. 3170-023-012

33. 3170-024-005

34. 3170-024-012

35. 3170-025-025

36. 3170-025-026

37. 3170-025-001

38. 3170-025-007

39. 3170-025-029

40. 3170-025-030

41. 3170-025-009

42. 3170-023-005

43. 3170-023-013

44. 3170-024-004

45. 3170-024-019

46. 3170-024-013

47. 3170-025-016

48. 3170-025-023

49. 3170-025-027

50. 3170-025-032

51. 3170-023-031

52. 3170-026-003

53. 3170-023-003

54. 3170-023-014

55. 3170-024-003

56. 3170-024-020

57. 3170-024-015

58. 3170-024-016

59. 3170-025-015

60. 3170-025-022

61. 3170-025-018

62. 3170-025-019

63. 3170-025-011

64. 3170-026-002

65. 3170-023-002

66. 3170-023-015

67. 3170-024-002

68. 3170-024-018

69. 3170-024-017

70. 3170-025-014

71. 3170-025-012

72. 3170-025-013

73. 3170-026-001

74. 3170-023-001

75. 3170-023-016

76. 3170-024-001

77. 3170-021-030

78. 3170-021-029

79. 3170-021-031

80. 3170-021-012

81. 3170-021-018

82. 3170-021-021

83. 3170-021-024

84. 3170-021-009

85. 3170-021-007

86. 3170-021-034

87. 3170-021-025

88. 3170-021-035

89. 3170-021-039

90. 3170-022-001

91. 3170-022-002

92. 3170-022-003

93. 3170-021-015

94. 3170-021-016

95. 3170-021-017

96. 3170-021-008

97. 3170-021-003

98. 3170-021-002

99. 3170-021-020

100. 3170-021-019

101. 3170-021-004

102. 3170-022-004

103. 3170-019-117

104. 3170-019-126

105. 3170-019-127

106. 3170-019-128

107. 3170-019-129

108. 3170-019-015

109. 3170-020-012

110. 3170-020-009

111. 3170-020-013

112. 3170-020-008

113. 3170-020-020

114. 3170-020-015

115. 3170-020-018

116. 3170-020-019

117. 3170-020-017

118. 3170-020-904

119. 3170-019-133

120. 3170-019-134

121. 3170-019-135

122. 3170-019-136

123. 3170-019-114

124. 3170-019-021

125. 3170-019-022

126. 3170-019-132

127. 3170-019-131

128. 3170-019-023

129. 3170-019-024

130. 3170-019-130

131. 3170-019-118

132. 3170-019-091

133. 3170-019-092

134. 3170-019-121

135. 3170-019-122

136. 3170-019-094

137. 3170-019-093

138. 3170-019-123

139. 3170-019-124

140. 3170-019-012

141. 3170-019-110

142. 3170-019-111

143. 3170-019-112

144. 3170-019-113

145. 3170-019-010

146. 3170-021-006

147. 3170-021-037

148. 3170-021-041

149. 3170-021-042

150. 3170-021-030

151. 3170-021-028

152. 3170-021-032

153. 3170-021-022

154. 3170-021-023

APPROXIMATE
TOTAL :

847 ACRES

LEGEND

////

EIFD AREA

CITY BOUNDARY

APN BOUNDARY

AREA NO.:
A-1

AREA NAME:
PALMDALE AEROSPACE CORRIDOR

DISTRICT NAME:
THE HANGAR DISTRICT

PREPARED BY:
JT ENGINEERING
33336 AGUA DULCE
CANYON ROAD
SUITE 103
AGUA DULCE, CA 91390
PHONE: (661) 268-8899

PALMDALE ENHANCED INFRASTRUCTURE FINANCING DISTRICT

LAFCO NO. _____

FILE: _____

RESOLUTION NO. _____

EFFECTIVE DATE: _____

DRAWN BY: _____

DATE: _____

CHECKED BY: _____

DATE: _____

SHEET No.
1 OF 1

GRAPHIC SCALE

1000

0

500

1000

2000

4000

(IN FEET)

1 inch = 1000 ft.

1000

0

500

1000

2000

4000

1000

0

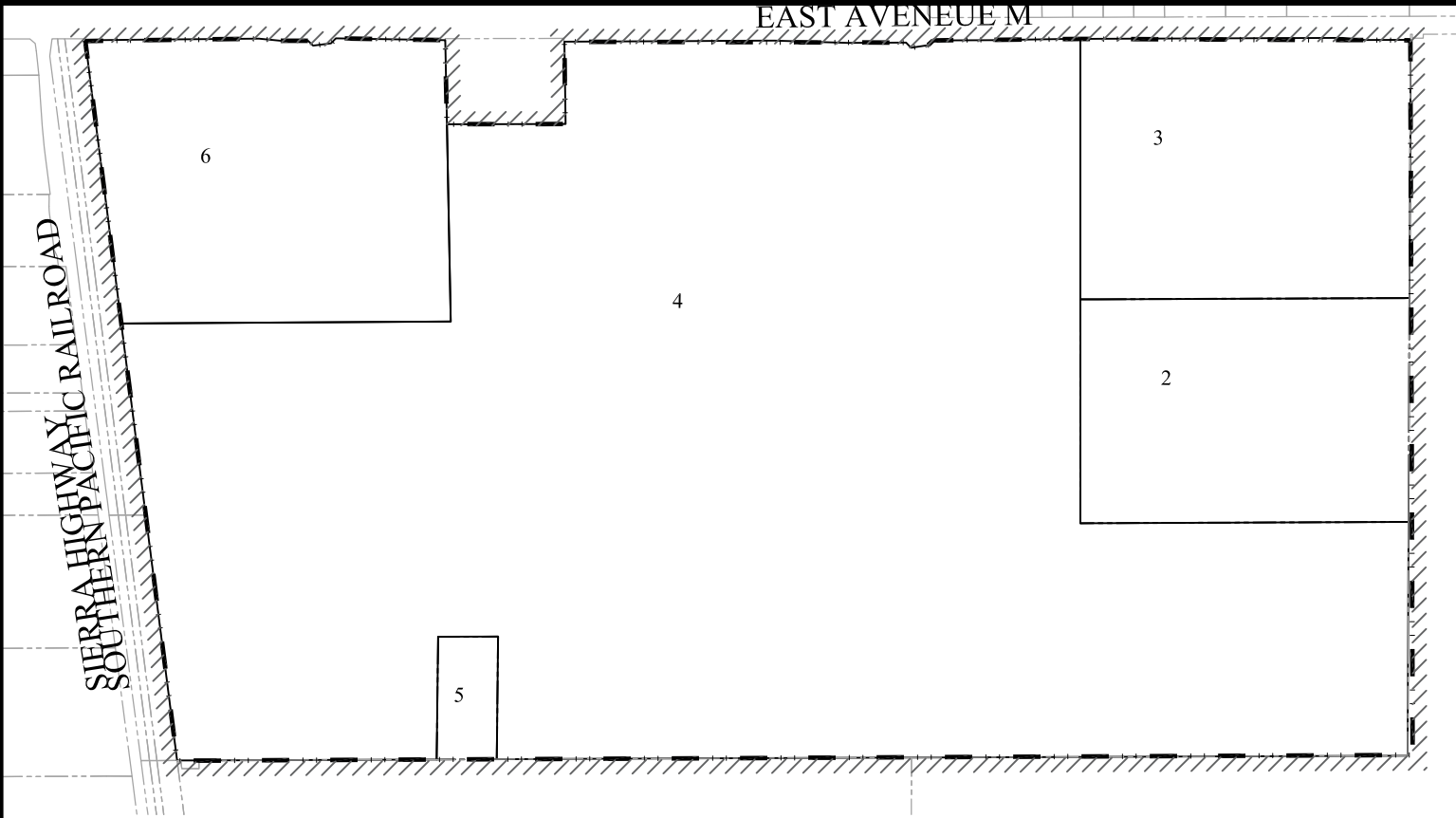
500

1000

2000

4000

APPENDIX A: MAP OF BOUNDRIES OF THE PALMDALE EIFD



APN LIST:	
1.	3126-022-926
2.	3126-022-926
3.	3126-022-927
4.	3126-022-929
5.	3126-022-031
6.	3126-022-928

APPROXIMATE
TOTAL: 627 ACRES

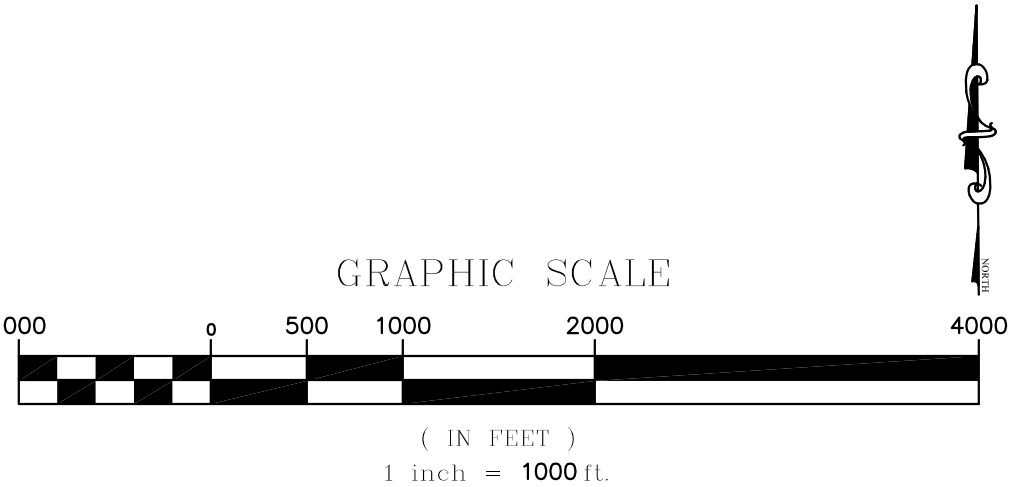
LEGEND

- ////

EIFD AREA
- _____

CITY BOUNDARY
- _____

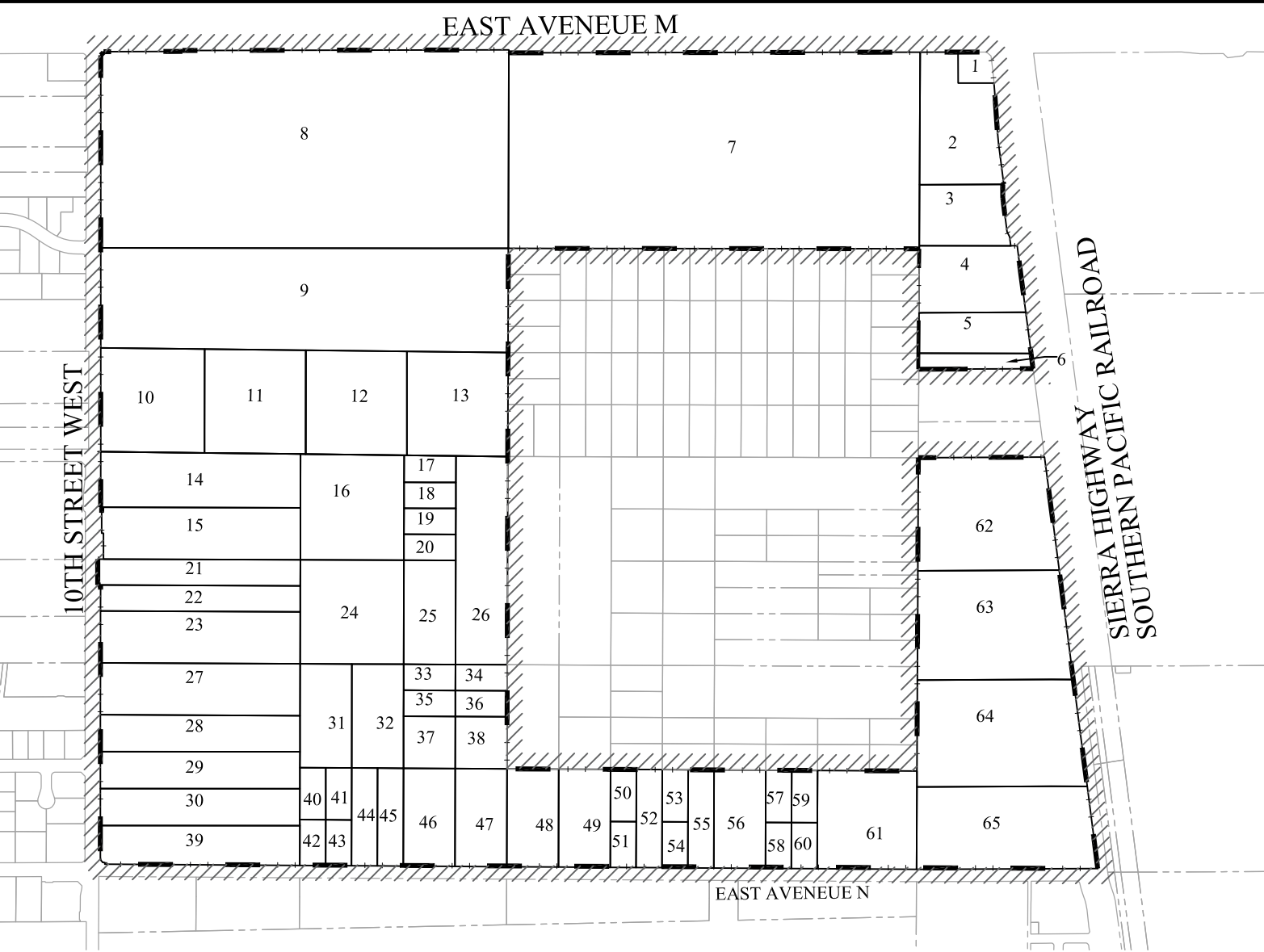
APN BOUNDARY



AREA NO.: A-2	PREPARED BY: JT ENGINEERING 33336 AGUA DULCE CANYON ROAD SUITE 103 AGUA DULCE, CA 91390 PHONE: (661) 268-8899
AREA NAME: PAMLDAL E AEROSPACE CORRIDOR	
DISTRICT NAME: PALMDALE AEROSPACE VILLAGE	

PALMDALE ENHANCED INFRASTRUCTURE FINANCING DISTRICT		DRAWN BY: _____	
LAFCO NO. _____ FILE: _____ RESOLUTION NO. _____ EFFECTIVE DATE: _____		DATE: _____	
		CHECKED BY: _____	
		DATE: _____	
		SHEET No. 1 OF 1	

APPENDIX A: MAP OF BOUNDRIES OF THE PALMDALE EIFD



APN LIST:

1. 3128-015-090
2. 3128-015-091
3. 3128-015-100
4. 3128-015-004
5. 3128-015-092
6. 3128-015-093
7. 3128-015-089
8. 3128-015-902
9. 3128-015-900
10. 3128-015-096
11. 3128-015-097
12. 3128-015-098
13. 3128-015-099
14. 3128-016-043
15. 3128-016-040
16. 3128-016-025
17. 3128-016-026
18. 3128-016-027
19. 3128-016-028
20. 3128-016-029
21. 3128-016-004
22. 3128-016-041
23. 3128-016-044
24. 3128-016-024
25. 3128-016-030
26. 3128-016-031
27. 3128-016-042
28. 3128-016-048
29. 3128-016-047
30. 3128-016-046
31. 3128-016-013
32. 3128-016-032
33. 3128-016-023
34. 3128-016-022
35. 3128-016-020
36. 3128-016-021
37. 3128-016-019
38. 3128-016-018
39. 3128-016-049
40. 3128-016-012
41. 3128-016-011
42. 3128-016-009
43. 3128-016-010
44. 3128-016-033
45. 3128-016-015
46. 3128-016-038
47. 3128-016-017
48. 3128-018-002
49. 3128-018-001
50. 3128-018-010
51. 3128-018-011
52. 3128-018-012
53. 3128-018-013
54. 3128-018-014
55. 3128-018-015
56. 3128-018-016
57. 3128-018-017
58. 3128-018-018
59. 3128-018-020
60. 3128-018-019
61. 3128-018-030
62. 3128-019-006
63. 3128-019-005
64. 3128-019-004
65. 3128-019-003

APPROXIMATE
TOTAL: 530

LEGEND

- EIFD AREA
- CITY BOUNDARY
- APN BOUNDARY

GRAPHIC SCALE



(IN FEET)

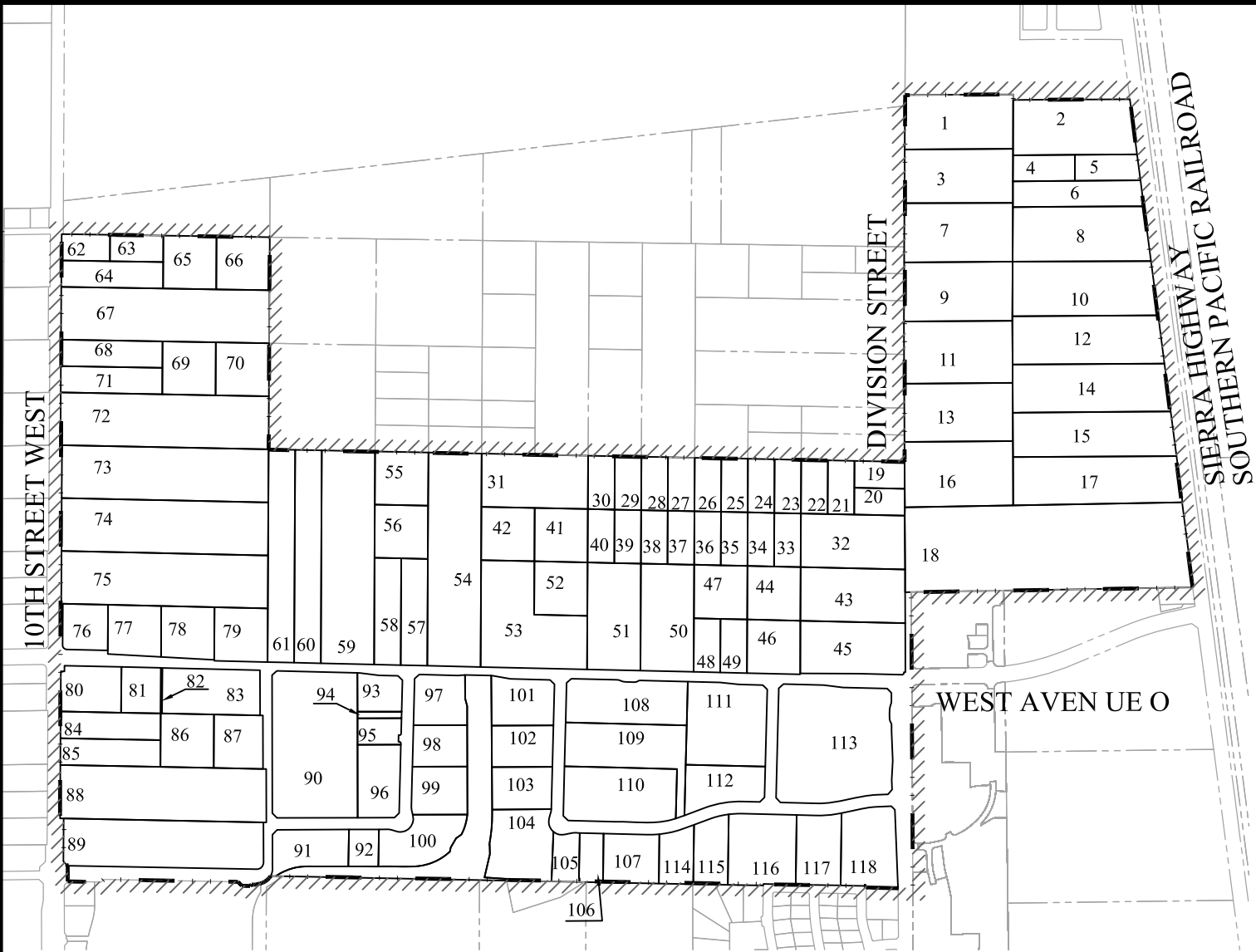
1 inch = 1000 ft.

AREA NO.: A-3	PREPARED BY: JT ENGINEERING 33336 AGUA DULCE CANYON ROAD SUITE 103 AGUA DULCE, CA 91390 PHONE: (661) 268-8899
AREA NAME: PAMLDAL E AEROSPACE CORRIDOR	
DISTRICT NAME: RUNWAY INDUSTRIAL CENTER	

PALMDALE ENHANCED INFRASTRUCTURE FINANCING DISTRICT	
LAFCO NO. _____	
FILE: _____	
RESOLUTION NO. _____	EFFECTIVE DATE: _____

DRAWN BY: _____
DATE: _____
CHECKED BY: _____
DATE: _____
SHEET No. 1 OF 1

APPENDIX A: MAP OF BOUNDARIES OF THE PALMDALE EIFD



APN LIST:

1. 3006-002-001	51. 3005-002-114	101. 3005-045-017
2. 3006-002-015	52. 3005-002-065	102. 3005-045-018
3. 3006-002-002	53. 3005-002-066	103. 3005-045-019
4. 3005-002-018	54. 3005-002-008	104. 3005-045-021
5. 3006-002-016	55. 3005-002-142	105. 3005-046-026
6. 3006-002-019	56. 3005-002-143	106. 3005-046-027
7. 3006-002-003	57. 3005-002-150	107. 3005-046-020
8. 3006-002-013	58. 3005-002-149	108. 3005-046-029
9. 3006-002-004	59. 3005-002-070	109. 3005-046-028
10. 3006-002-012	60. 3005-002-152	110. 3005-046-011
11. 3006-002-005	61. 3005-002-151	111. 3005-046-016
12. 3006-002-011	62. 3005-002-086	112. 3005-046-017
13. 3006-002-006	63. 3005-002-087	113. 3005-046-907
14. 3006-002-010	64. 3005-002-079	114. 3005-046-021
15. 3006-002-009	65. 3005-002-061	115. 3005-046-022
16. 3006-002-007	66. 3005-002-062	116. 3005-046-023
17. 3006-002-020	67. 3005-002-039	117. 3005-046-024
18. 3006-003-051	68. 3005-002-088	118. 3005-046-025
19. 3005-002-148	69. 3005-002-111	
20. 3005-002-134	70. 3005-002-090	
21. 3005-002-147	71. 3005-002-110	
22. 3005-002-146	72. 3005-002-041	
23. 3005-002-132	73. 3005-002-002	
24. 3005-002-141	74. 3005-002-003	
25. 3005-002-140	75. 3005-002-004	
26. 3005-002-139	76. 3005-002-017	
27. 3005-002-076	77. 3005-002-153	
28. 3005-002-117	78. 3005-002-154	
29. 3005-002-145	79. 3005-002-037	
30. 3005-002-144	80. 3005-003-054	
31. 3005-002-011	81. 3005-003-908	
32. 3005-002-024	82. 3005-003-055	
33. 3005-002-092	83. 3005-003-064	
34. 3005-002-091	84. 3005-003-034	
35. 3005-002-136	85. 3005-003-035	
36. 3005-002-135	86. 3005-003-033	
37. 3005-002-032	87. 3005-003-063	
38. 3005-002-113	88. 3005-003-021	
39. 3005-002-138	89. 3005-003-065	
40. 3005-002-137	90. 3005-045-001	
41. 3005-002-034	91. 3005-045-022	
42. 3005-002-033	92. 3005-045-004	
43. 3005-002-120	93. 3005-045-013	
44. 3005-002-119	94. 3005-045-014	
45. 3005-002-155	95. 3005-045-011	
46. 3005-002-080	96. 3005-045-016	
47. 3005-002-118	97. 3005-045-003	
48. 3005-002-027	98. 3005-045-015	
49. 3005-002-081	99. 3005-045-008	
50. 3005-002-115	100. 3005-045-005	

APPROXIMATE
TOTAL: 432

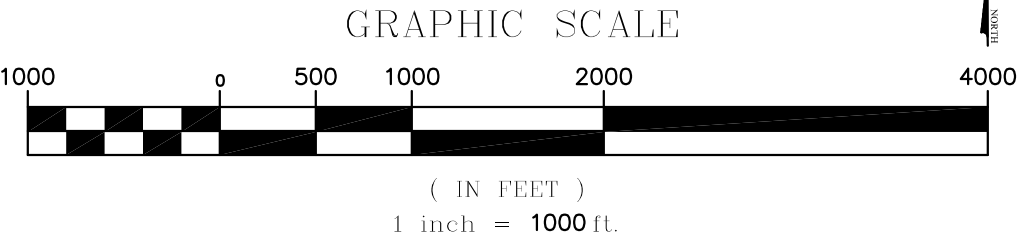
LEGEND

	EIFD AREA
	CITY BOUNDARY
	APN BOUNDARY

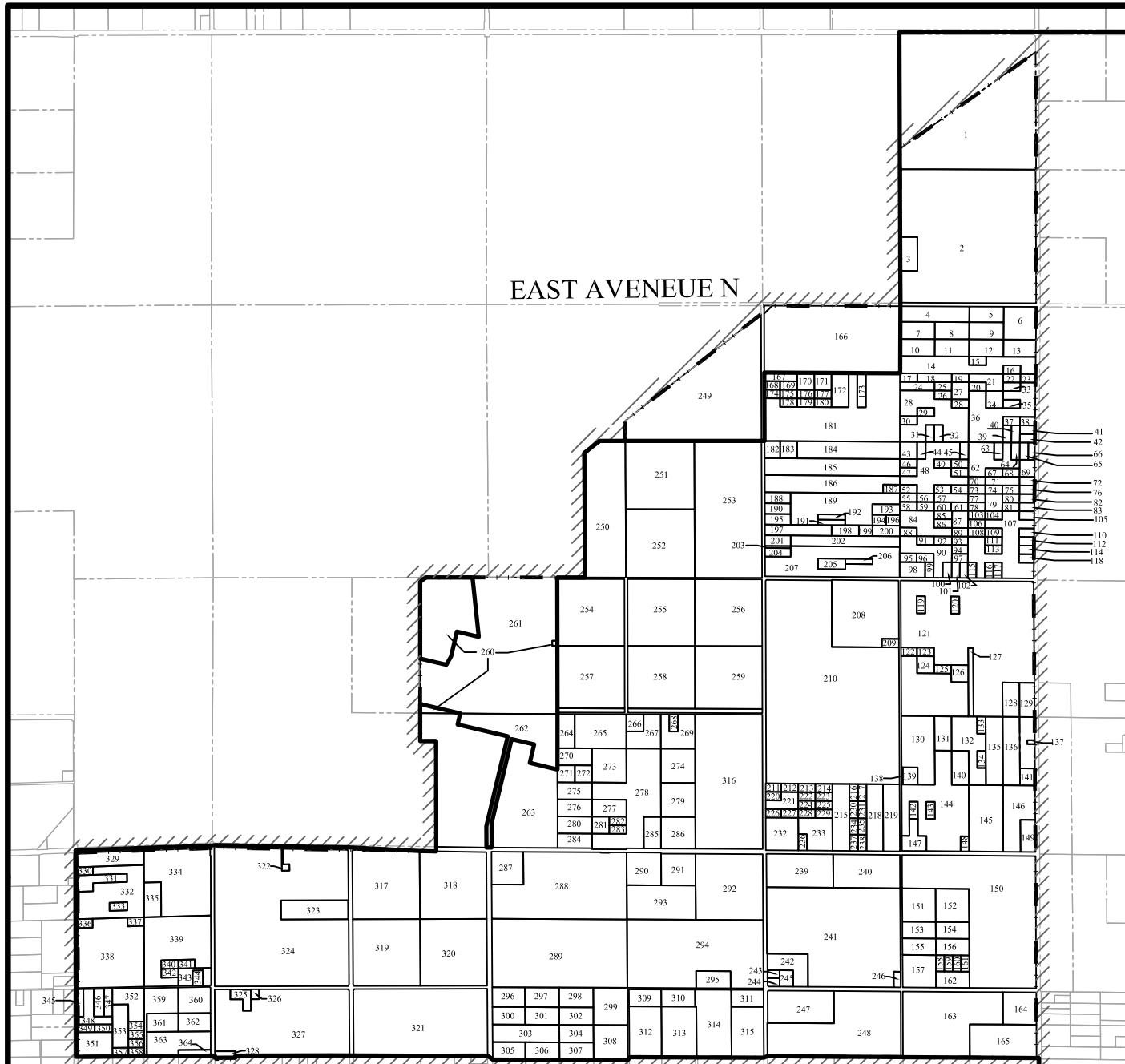
AREA NO.: A-4	PREPARED BY: JT ENGINEERING 33336 AGUA DULCE CANYON ROAD SUITE 103 AGUA DULCE, CA 91390 PHONE: (661) 268-8899
AREA NAME: PALMDALE AEROSPACE CORRIDOR	
DISTRICT NAME: FLIGHT PLAN INDUSTRIAL PARK	

PALMDALE ENHANCED INFRASTRUCTURE FINANCING DISTRICT	
LAFCO NO. _____	
FILE: _____	
RESOLUTION NO. _____	EFFECTIVE DATE: _____

DRAWN BY: _____
DATE: _____
CHECKED BY: _____
DATE: _____
SHEET No. 1 OF 1

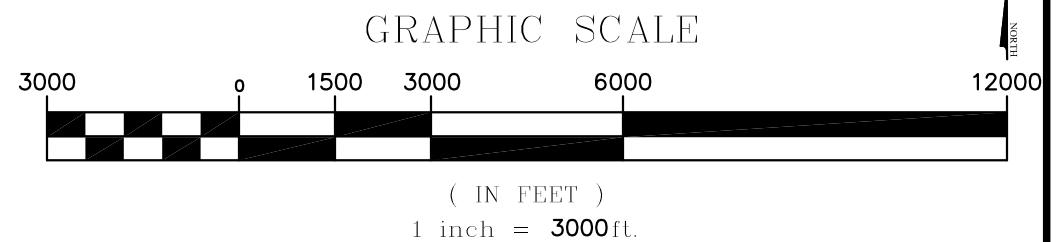


APPENDIX A: MAP OF BOUNDRIES OF THE PALMDALE EIFD



LEGEND

- EIFD AREA
- CITY BOUNDARY
- APN BOUNDARY



AREA NO.: A-5	PREPARED BY: JT ENGINEERING 33336 AGUA DULCE CANYON ROAD SUITE 103 AGUA DULCE, CA 91390 PHONE: (661) 268-8899
AREA NAME: PALMDALE AEROSPACE CORRIDOR	
DISTRICT NAME: PLANT 42 EXPANSION	

PALMDALE ENHANCED INFRASTRUCTURE FINANCING DISTRICT		DRAWN BY: _____
LAFCO NO. _____		DATE: _____
FILE: _____		CHECKED BY: _____
RESOLUTION NO. _____		DATE: _____
EFFECTIVE DATE: _____		SHEET No. _____
		1 OF 2

APPENDIX A: MAP OF FUNDRIES OF THE PALMDALE EIFD

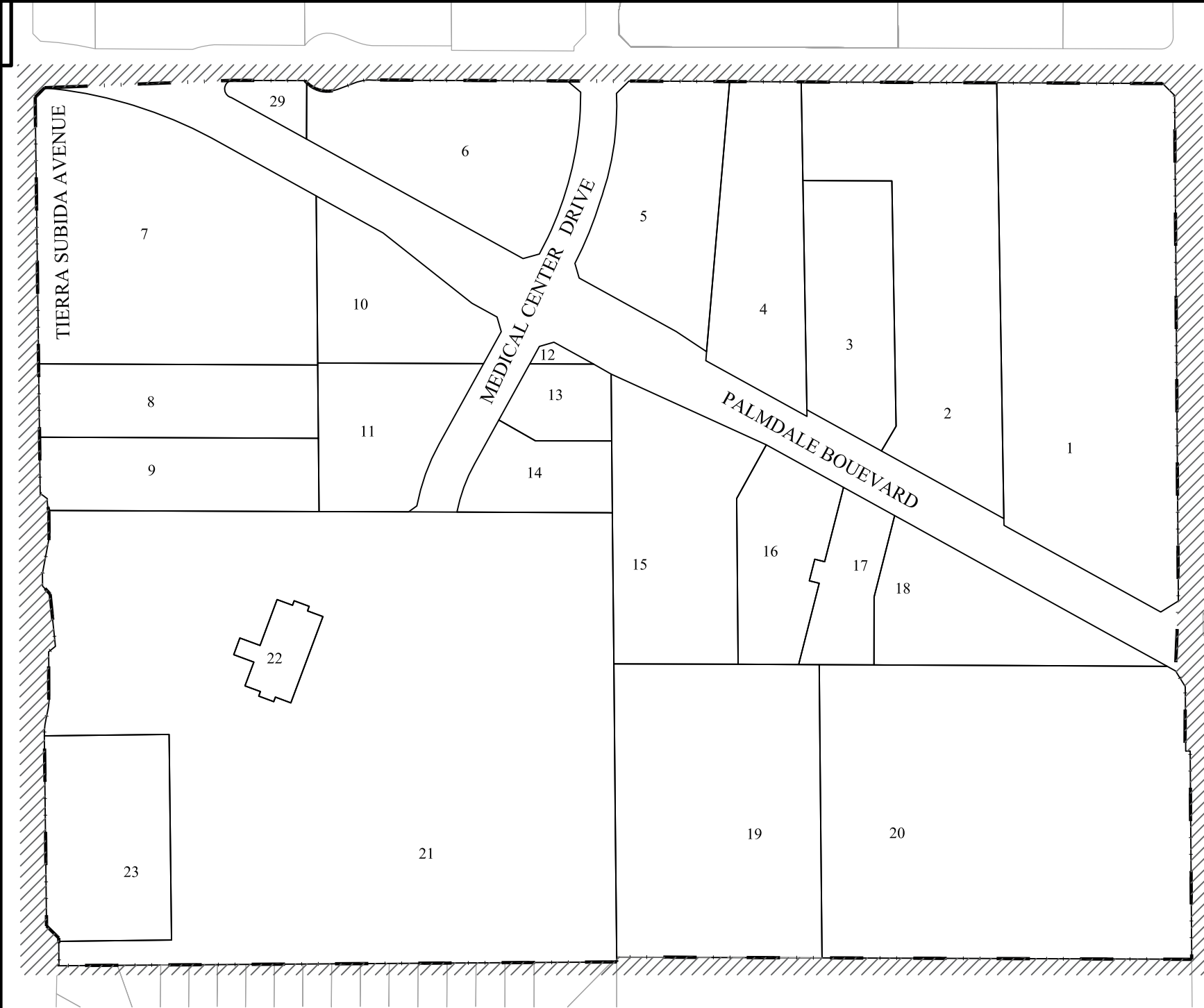
APN LIST:								
1. 3170-030-270	51. 3025-046-272	101. 3025-049-275	151. 3025-025-292	201. 3025-001-292	251. 3022-033-272	301. 3022-010-278	351. 3022-014-274	
2. 3170-031-293	52. 3025-046-279	102. 3025-049-276	152. 3025-025-289	202. 3025-001-282	252. 3022-033-273	302. 3022-010-280	352. 3022-014-276	
3. 3170-031-900	53. 3025-046-276	103. 3025-048-270	153. 3025-025-276	203. 3025-001-278	253. 3022-033-271	303. 3022-010-276	353. 3022-014-282	
4. 3025-051-270	54. 3025-046-280	104. 3025-048-270	154. 3025-025-275	204. 3025-001-289	254. 3022-022-272	304. 3022-010-281	354. 3022-014-278	
5. 3025-051-276	55. 3025-046-273	105. 3025-048-274	155. 3025-025-298	205. 3025-001-295	255. 3022-022-271	305. 3022-010-275	355. 3022-014-279	
6. 3025-051-280	56. 3025-046-275	106. 3025-048-271	156. 3025-025-288	206. 3025-001-291	256. 3022-022-270	306. 3022-010-273	356. 3022-014-280	
7. 3025-051-271	57. 3025-046-277	107. 3025-048-272	157. 3025-025-282	207. 3025-001-276	257. 3022-022-275	307. 3022-010-282	357. 3022-014-277	
8. 3025-051-275	58. 3025-046-286	108. 3025-048-284	158. 3025-025-295	208. 3025-024-280	258. 3022-022-276	308. 3022-010-272	358. 3022-014-281	
9. 3025-051-277	59. 3025-046-274	109. 3025-048-277	159. 3025-025-293	209. 3025-024-281	259. 3022-022-277	309. 3022-009-276	359. 3022-013-276	
10. 3025-051-272	60. 3025-046-281	110. 3025-048-273	160. 3025-025-299	210. 3025-024-900	260. 3022-029-274	310. 3022-009-273	360. 3022-013-275	
11. 3025-051-274	61. 3025-046-283	111. 3025-048-278	161. 3025-025-296	211. 3025-056-270	261. 3022-029-273	311. 3022-009-274	361. 3022-013-271	
12. 3025-051-278	62. 3025-047-270	112. 3025-048-285	162. 3025-025-294	212. 3025-056-271	262. 3022-029-275	312. 3022-009-275	362. 3022-013-273	
13. 3025-051-279	63. 3025-047-289	113. 3025-048-283	163. 3025-026-272	213. 3025-056-284	263. 3022-029-276	313. 3022-009-278	363. 3022-013-270	
14. 3025-051-273	64. 3025-047-291	114. 3025-048-282	164. 3025-026-274	214. 3025-056-285	264. 3022-031-279	314. 3022-009-277	364. 3022-013-272	
15. 3025-051-282	65. 3025-047-271	115. 3025-048-281	165. 3025-026-271	215. 3025-056-286	265. 3022-031-270	315. 3022-009-270		
16. 3025-051-281	66. 3025-047-272	116. 3025-048-279	166. 3025-050-270	216. 3025-056-294	266. 3022-031-292	316. 3022-031-286		
17. 3025-052-282	67. 3025-047-290	117. 3025-048-280	167. 3025-050-280	217. 3025-056-287	267. 3022-031-287	317. 3022-006-274		
18. 3025-052-070	68. 3025-047-281	118. 3025-048-276	168. 3025-050-284	218. 3025-056-291	268. 3022-031-280	318. 3022-006-275		
19. 3025-052-281	69. 3025-047-282	119. 3025-023-289	169. 3025-050-271	219. 3025-056-292	269. 3022-031-287	319. 3022-006-270		
20. 3025-053-280	70. 3025-047-280	120. 3025-023-294	170. 3025-050-273	220. 3025-056-273	270. 3022-031-277	320. 3022-006-271		
21. 3025-053-270	71. 3025-047-273	121. 3025-023-285	171. 3025-050-282	221. 3025-056-272	271. 3022-031-271	321. 3022-006-272		
22. 3025-053-282	72. 3025-047-285	122. 3025-023-290	172. 3025-050-274	222. 3025-056-283	272. 3022-031-289	322. 3022-006-906		
23. 3025-053-281	73. 3025-047-274	123. 3025-023-291	173. 3025-050-279	223. 3025-056-282	273. 3022-031-275	323. 3022-006-273		
24. 3025-052-275	74. 3025-047-275	124. 3025-023-288	174. 3025-050-276	224. 3025-056-280	274. 3022-031-276	324. 3022-006-907		
25. 3025-052-280	75. 3025-047-277	125. 3025-023-292	175. 3025-050-275	225. 3025-056-281	275. 3022-031-274	325. 3022-012-271		
26. 3025-052-279	76. 3025-047-286	126. 3025-023-299	176. 3025-050-277	226. 3025-056-274	276. 3022-031-290	326. 3022-012-271		
27. 3025-052-272	77. 3025-047-287	127. 3025-023-287	177. 3025-050-283	227. 3025-056-296	277. 3022-031-273	327. 3022-012-919		
28. 3025-052-276	78. 3025-047-284	128. 3025-023-274	178. 3025-050-285	228. 3025-056-279	278. 3022-031-272	328. 3022-012-017		
29. 3025-052-277	79. 3025-047-276	129. 3025-023-271	179. 3025-050-278	229. 3025-056-278	279. 3022-031-284	329. 3022-005-287		
30. 3025-052-273	80. 3025-047-288	130. 3025-043-272	180. 3025-050-281	230. 3025-056-295	280. 3022-031-291	330. 3022-005-297		
31. 3025-052-278	81. 3025-047-288	131. 3025-043-282	181. 3025-050-272	231. 3025-056-288	281. 3022-031-283	331. 3022-005-290		
32. 3025-052-274	82. 3025-047-278	132. 3025-043-274	182. 3025-035-294	232. 3025-056-275	282. 3022-031-288	332. 3022-005-289		
33. 3025-053-275	83. 3025-047-279	133. 3025-043-286	183. 3025-035-287	233. 3025-056-277	283. 3022-031-294	333. 3022-005-291		
34. 3025-053-279	84. 3025-049-285	134. 3025-043-285	184. 3025-035-292	234. 3025-056-297	284. 3022-031-295	334. 3022-005-286		
35. 3025-053-274	85. 3025-049-290	135. 3025-043-275	185. 3025-035-274	235. 3025-056-293	285. 3022-031-278	335. 3022-005-900		
36. 3025-053-271	86. 3025-049-273	136. 3025-043-276	186. 3025-035-288	236. 3025-056-276	286. 3022-031-285	336. 3022-005-296		
37. 3025-053-276	87. 3025-049-287	137. 3025-043-901	187. 3025-035-299	237. 3025-056-289	287. 3022-007-287	337. 3022-005-281		
38. 3025-053-277	88. 3025-049-288	138. 3025-043-284	188. 3025-001-293	238. 3025-056-290	288. 3022-007-286	338. 3022-005-292		
39. 3025-053-272	89. 3025-049-288	139. 3025-043-283	189. 3025-001-272	239. 3025-025-280	289. 3022-007-900	339. 3022-005-293		
40. 3025-053-278	90. 3025-049-271	140. 3025-043-273	190. 3025-001-294	240. 3025-025-272	290. 3022-008-270	340. 3022-005-288		
41. 3025-053-283	91. 3025-049-272	141. 3025-043-900	191. 3025-001-274	241. 3025-025-286	291. 3022-008-272	341. 3022-005-294		
42. 3025-053-273	92. 3025-049-283	142. 3025-043-288	192. 3025-001-280	242. 3025-025-290	292. 3022-008-273	342. 3022-005-295		
43. 3025-046-270	93. 3025-049-282	143. 3025-043-287	193. 3025-001-288	243. 3025-025-297	293. 3022-008-274	343. 3022-005-276		
44. 3025-046-282	94. 3025-049-277	144. 3025-043-270	194. 3025-001-287	244. 3025-025-900	294. 3022-008-271	344. 3022-005-277		
45. 3025-046-288	95. 3025-049-280	145. 3025-043-280	195. 3025-001-285	245. 3025-025-291	295. 3022-008-900	345. 3022-014-272		
46. 3025-046-287	96. 3025-049-281	146. 3025-043-278	196. 3025-001-284	246. 3025-025-901	296. 3022-010-271	346. 3022-014-273		
47. 3025-046-284	97. 3025-049-279	147. 3025-043-271	197. 3025-001-281	247. 3025-026-270	297. 3022-010-274	347. 3022-014-284		
48. 3025-046-271	98. 3025-049-274	148. 3025-043-281	198. 3025-001-290	248. 3025-026-273	298. 3022-010-279	348. 3022-014-275		
49. 3025-046-285	99. 3025-049-289	149. 3025-043-279	199. 3025-001-283	249. 3022-033-270	299. 3022-010-270	349. 3022-014-283		
50. 3025-046-278	100. 3025-049-286	150. 3025-025-287	200. 3025-001-286	250. 3022-033-274	300. 3022-010-277	350. 3022-014-271		

AREA NO.: A-5	PREPARED BY: JT ENGINEERING 33336 AGUA DULCE CANYON ROAD SUITE 103 AGUA DULCE, CA 91390 PHONE: (661) 268-8899
AREA NAME: PAMLDAL AEROSPACE CORRIDOR	
DISTRICT NAME: PLANT 42 EXPANSION	

PALMDALE ENHANCED INFRASTRUCTURE FINANCING DISTRICT	
LAFCO NO. _____	
FILE: _____	
RESOLUTION NO. _____	EFFECTIVE DATE: _____

DRAWN BY: _____
DATE: _____
CHECKED BY: _____
DATE: _____
SHEET No. 2 OF 2

APPENDIX A: MAP OF BOUNDRIES OF THE PALMDALE EIFD



APN LIST:

1. 3004-004-025
2. 3004-004-047
3. 3004-004-048
4. 3004-004-015
5. 3004-004-040
6. 3004-004-028
7. 3004-004-004
8. 3004-004-018
9. 3004-004-041
10. 3004-004-045
11. 3004-004-046
12. 3004-004-901
13. 3004-023-013
14. 3004-023-014
15. 3004-004-042
16. 3004-004-035
17. 3004-004-036
18. 3004-004-034
19. 3004-004-038
20. 3004-004-037
21. 3004-023-011
22. 3004-023-012
23. 3004-023-908
24. 3004-004-029

APPROXIMATE
TOTAL: 101.2

LEGEND

- EIFD AREA
- CITY BOUNDARY
- APN BOUNDARY

GRAPHIC SCALE



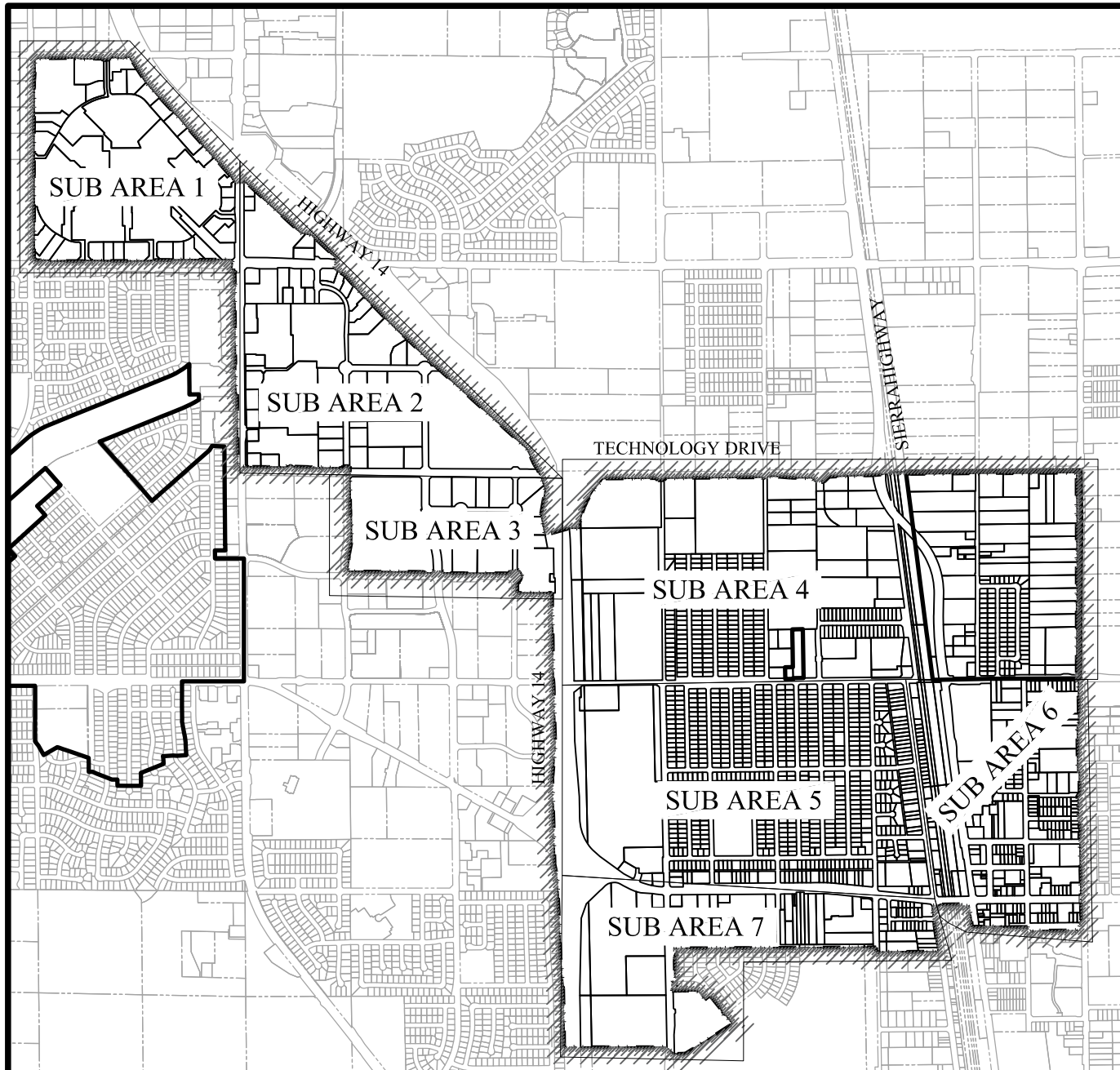
(IN FEET)

1 inch = 300 ft.

AREA NO.: B-6	PREPARED BY: JT ENGINEERING 33336 AGUA DULCE CANYON ROAD SUITE 103 AGUA DULCE, CA 91390 PHONE: (661) 268-8899
AREA NAME: PAMLDAL E AEROSPAC E CORRIDOR	
DISTRICT NAME: PALMDALE MEDICAL CAMPUS	

PALMDALE ENHANCED INFRASTRUCTURE FINANCING DISTRICT		DRAWN BY: _____
LAFCO NO. _____ FILE: _____ RESOLUTION NO. _____ EFFECTIVE DATE: _____		DATE: _____
		CHECKED BY: _____
		DATE: _____
		SHEET No. _____
		1 OF 1

APPENDIX A: MAP OF BOUNDRIES OF THE PALMDALE EIFD



LEGEND



EIFD AREA



CITY BOUNDARY



APN BOUNDARY

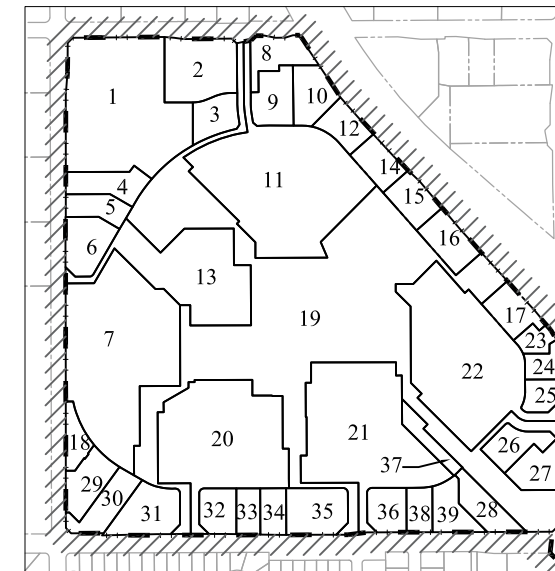
GRAPHIC SCALE



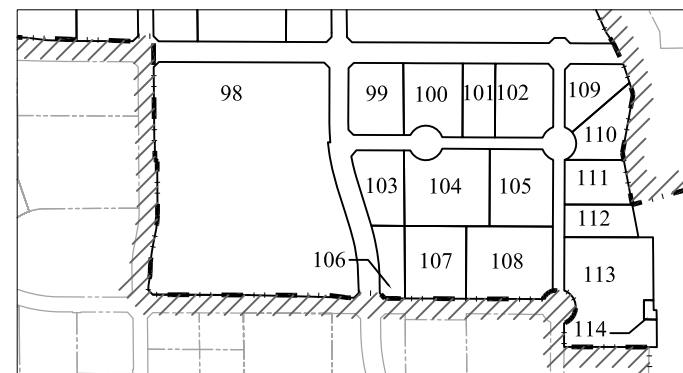
(IN FEET)

1 inch = 2000 ft.

AREA NO.: B-7	PREPARED BY: JT ENGINEERING 33336 AGUA DULCE CANYON ROAD SUITE 103 AGUA DULCE, CA 91390 PHONE: (661) 268-8899
AREA NAME: PALMDALE COMMERCIAL CENTERS	
DISTRICT NAME: GOLDEN SPIKE DISTRICT	



SUB-AREA 1 APNs 1-39 (ENLARGED)
SCALE: 1"=1000'



SUB-AREA 3 APNs 97-114 (ENLARGED)
SCALE: 1"=1000'



SUB-AREA 2 APNs 40-97 (ENLARGED)
SCALE: 1"=1000'



GRAPHIC SCALE



(IN FEET)

1 inch = 1000 ft.

PALMDALE ENHANCED INFRASTRUCTURE FINANCING DISTRICT

LAFCO NO. _____

FILE: _____

RESOLUTION NO. _____

EFFECTIVE DATE: _____

DRAWN BY: _____

DATE: _____

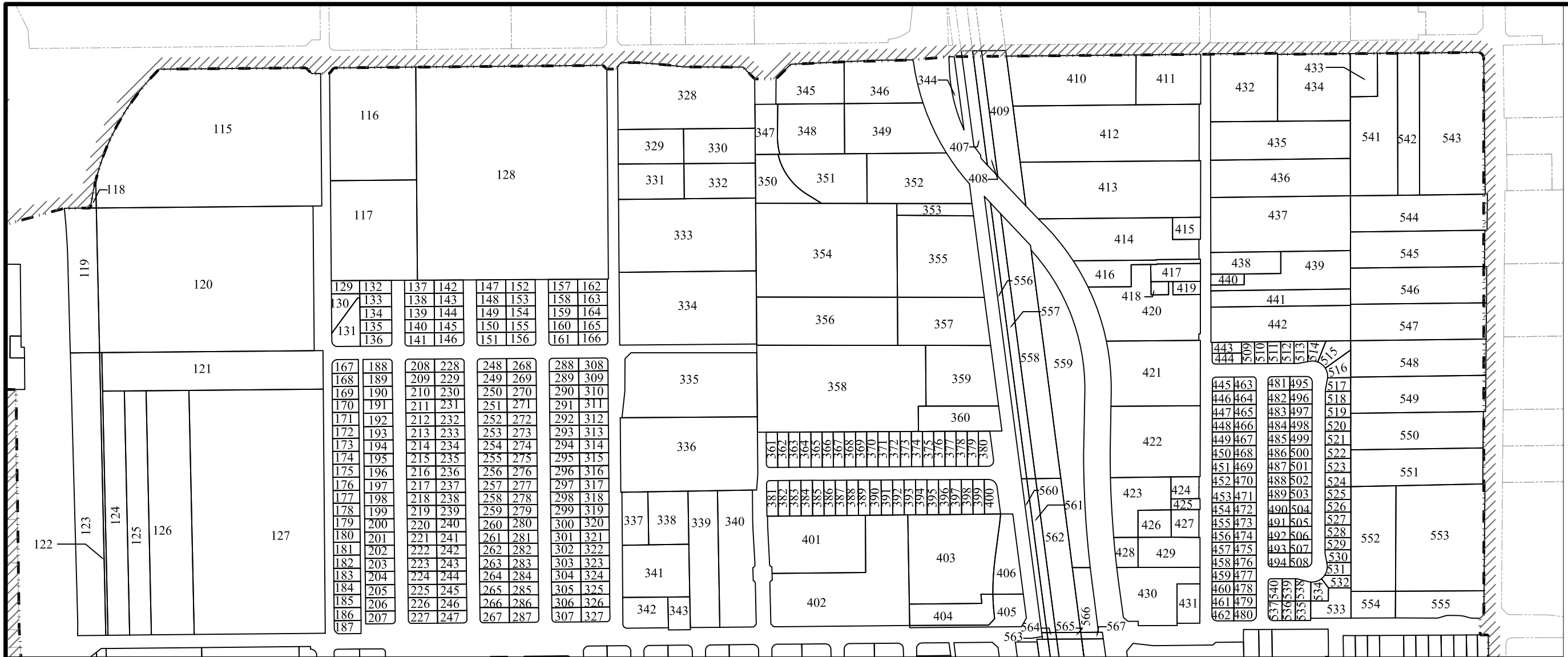
CHECKED BY: _____

DATE: _____

SHEET No. _____

1 OF 6

APPENDIX A: MAP OF BOUNDRIES OF THE PALMDALE EIFD



SUB-AREA 4 APNs 115 -567 (ENLARGED)
SCALE: 1"=500'



GRAPHIC SCALE

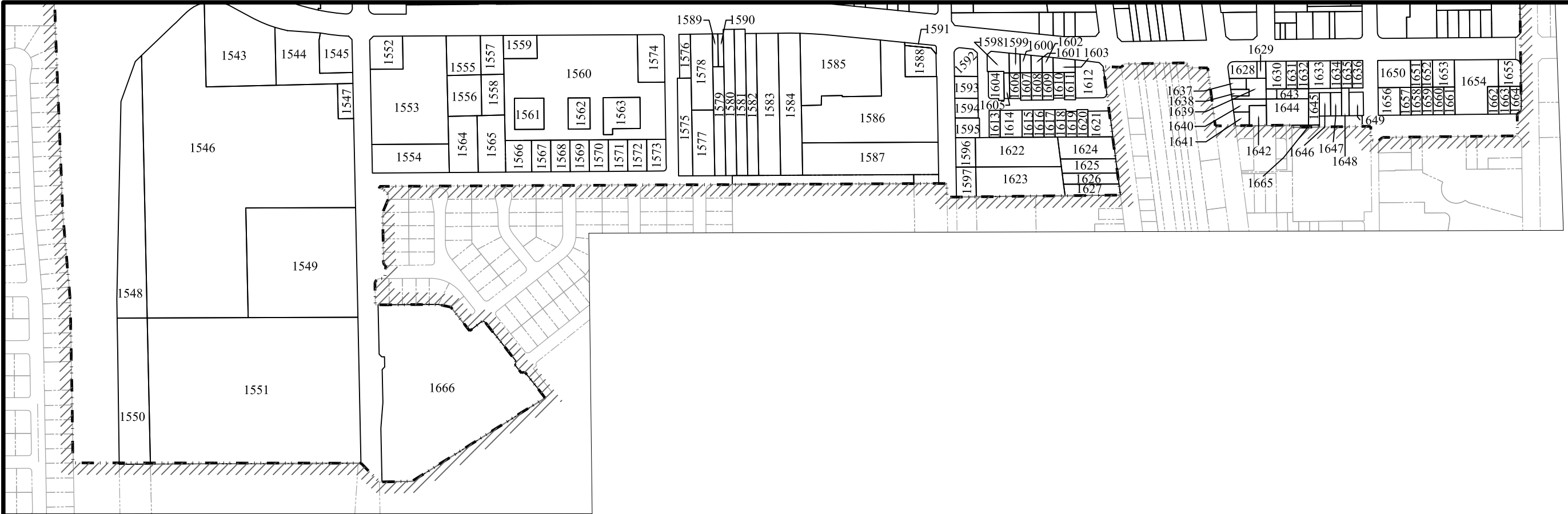


(IN FEET)
1 inch = 500 ft.

AREA NO.: B-7	PREPARED BY: JT ENGINEERING 33336 AGUA DULCE CANYON ROAD SUITE 103 AGUA DULCE, CA 91390 PHONE: (661) 268-8899
AREA NAME: PALMDALE COMMERCIAL CENTERS	
DISTRICT NAME: GOLDEN SPIKE DISTRICT	

PALMDALE ENHANCED INFRASTRUCTURE FINANCING DISTRICT		DRAWN BY: _____
LAFCO NO. _____		DATE: _____
FILE: _____		CHECKED BY: _____
RESOLUTION NO. _____		DATE: _____
EFFECTIVE DATE: _____		SHEET No. _____
		2 OF 6

APPENDIX A: MAP OF BOUNDRIES OF THE PALMDALE EIFD



SUB-AREA 7 APNs 1543-1666 (ENLARGED)
SCALE: 1"=500'



GRAPHIC SCALE



(IN FEET)

1 inch = 500 ft.

AREA NO.: B-7	PREPARED BY: JT ENGINEERING 33336 AGUA DULCE CANYON ROAD SUITE 103 AGUA DULCE, CA 91390 PHONE: (661) 268-8899
AREA NAME: PAMLDAL COMMERCIAL CENTERS	
DISTRICT NAME: GOLDEN SPIKE DISTRICT	

PALMDALE ENHANCED INFRASTRUCTURE FINANCING DISTRICT		DRAWN BY: _____
LAFCO NO. _____ FILE: _____ RESOLUTION NO. _____ EFFECTIVE DATE: _____		DATE: _____
		CHECKED BY: _____
		DATE: _____
		SHEET No. 4 OF 6

APPENDIX A: MAP OF BOUNDRIES OF THE PALMDALE EIFD

APN LIST:

1. 3005-038-089	76. 3003-085-013	151. 3006-014-900	226. 3006-011-019	301. 3006-009-034	376. 3006-007-031	451. 3022-020-002	516. 3022-018-025	581. 3008-001-005	646. 3008-003-002	711. 3008-004-019	774. 3008-006-007	837. 3008-008-023	900. 3008-010-906
2. 3005-038-087	77. 3003-085-014	152. 3006-014-905	227. 3006-013-909	302. 3006-009-035	377. 3006-007-034	452. 3022-020-001	517. 3022-018-034	582. 3008-001-006	647. 3008-003-003	712. 3008-004-018	775. 3008-006-006	838. 3008-008-024	901. 3008-010-907
3. 3005-038-088	78. 3003-081-063	153. 3006-014-906	228. 3006-011-040	303. 3006-009-036	378. 3006-007-035	453. 3022-020-017	518. 3022-018-036	583. 3008-001-007	648. 3008-003-004	713. 3008-005-018	776. 3008-006-005	839. 3008-008-025	902. 3008-010-022
4. 3005-038-091	79. 3003-081-035	154. 3006-014-907	229. 3006-011-038	304. 3006-009-037	379. 3006-007-038	454. 3022-020-018	519. 3022-018-035	584. 3008-001-008	649. 3008-003-005	714. 3008-005-019	777. 3008-006-004	840. 3008-008-037	903. 3008-010-023
5. 3005-038-092	80. 3003-081-034	155. 3006-014-908	230. 3006-011-037	305. 3006-009-038	380. 3006-007-039	455. 3022-020-019	520. 3022-018-005	585. 3008-001-009	650. 3008-003-006	715. 3008-005-020	778. 3008-006-003	841. 3008-008-027	904. 3008-011-001
6. 3005-038-027	81. 3003-081-033	156. 3006-014-010	231. 3006-011-036	306. 3006-009-039	381. 3006-007-001	456. 3022-020-020	521. 3022-018-004	586. 3008-001-010	651. 3008-003-007	716. 3008-005-021	779. 3008-006-002	842. 3008-008-035	905. 3008-011-002
7. 3005-038-005	82. 3003-081-032	157. 3006-014-912	232. 3006-011-035	307. 3006-009-041	382. 3006-007-004	457. 3022-020-021	522. 3022-018-003	587. 3008-001-011	652. 3008-003-008	717. 3008-005-022	780. 3008-006-001	843. 3008-008-036	906. 3008-011-003
8. 3005-038-077	83. 3003-081-031	158. 3006-014-911	233. 3006-011-034	308. 3006-009-902	383. 3006-007-005	458. 3022-020-022	523. 3022-018-002	588. 3008-001-012	653. 3008-003-009	718. 3008-005-023	781. 3008-007-018	844. 3008-008-032	907. 3008-011-004
9. 3005-038-009	84. 3003-081-066	159. 3006-014-910	234. 3006-011-033	309. 3006-009-903	384. 3006-007-008	459. 3022-020-023	524. 3022-018-001	589. 3008-001-013	654. 3008-003-010	719. 3008-005-024	782. 3008-007-019	845. 3008-008-033	908. 3008-011-005
10. 3005-038-079	85. 3003-081-067	160. 3006-014-909	235. 3006-011-032	310. 3006-009-904	385. 3006-007-009	460. 3022-020-024	525. 3022-017-001	590. 3008-001-014	655. 3008-003-011	720. 3008-005-025	783. 3008-007-020	846. 3008-008-034	909. 3008-011-006
11. 3005-038-064	86. 3003-081-924	161. 3006-014-011	236. 3006-011-031	311. 3006-009-905	386. 3006-007-012	461. 3022-020-025	526. 3022-017-002	591. 3008-001-015	656. 3008-003-012	721. 3008-005-026	784. 3008-007-021	847. 3008-009-017	910. 3008-011-007
12. 3005-038-066	87. 3003-081-057	162. 3006-014-913	237. 3006-011-030	312. 3006-009-906	387. 3006-007-013	462. 3022-020-026	527. 3022-017-003	592. 3008-001-016	657. 3008-003-013	722. 3008-005-027	785. 3008-007-022	848. 3008-009-016	911. 3008-011-008
13. 3005-038-041	88. 3003-081-042	163. 3006-014-914	238. 3006-011-029	313. 3006-009-907	388. 3006-007-016	463. 3022-020-009	528. 3022-017-004	593. 3008-001-017	658. 3008-003-014	723. 3008-005-028	786. 3008-007-023	849. 3008-009-015	912. 3008-011-009
14. 3005-038-065	89. 3003-081-043	164. 3006-014-915	239. 3006-011-028	314. 3006-009-908	389. 3006-007-017	464. 3022-020-010	529. 3022-017-005	594. 3008-001-034	659. 3008-003-015	724. 3008-005-029	787. 3008-007-024	850. 3008-009-014	913. 3008-011-010
15. 3005-038-059	90. 3003-081-926	165. 3006-014-916	240. 3006-011-027	315. 3006-009-909	390. 3006-007-020	465. 3022-020-011	530. 3022-017-006	595. 3008-001-033	660. 3008-003-016	725. 3008-005-030	788. 3008-007-025	851. 3008-009-013	914. 3008-011-011
16. 3005-038-023	91. 3003-081-054	166. 3006-014-917	241. 3006-011-026	316. 3006-009-910	391. 3006-007-021	466. 3022-020-012	531. 3022-017-007	596. 3008-001-032	661. 3008-003-017	726. 3008-005-031	789. 3008-007-026	852. 3008-009-012	915. 3008-011-012
17. 3005-038-039	92. 3003-081-925	167. 3003-012-917	242. 3006-011-025	317. 3006-009-911	392. 3006-007-024	467. 3022-020-013	532. 3022-017-008	597. 3008-001-031	662. 3008-003-034	727. 3008-005-032	790. 3008-007-027	853. 3008-009-011	916. 3008-011-013
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19. 3005-038-098	94. 3003-081-046	169. 3006-012-915	244. 3006-011-023	319. 3006-009-913	394. 3006-007-028	469. 3022-020-015	534. 3022-017-022	599. 3008-001-029	664. 3008-003-032	729. 3008-005-034	792. 3008-007-029	855. 3008-009-036	918. 3008-011-015
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22. 3005-038-008	97. 3003-081-065	172. 3003-012-912	247. 3006-011-020	322. 3006-009-915	397. 3006-007-033	472. 3022-020-035	537. 3022-017-013	602. 3008-001-026	667. 3008-003-029	732. 3008-005-015	795. 3008-007-032	858. 3008-009-006	921. 3008-011-018
23. 3005-038-038	98. 3003-079-060	173. 3003-012-911	248. 3006-010-900	323. 3006-009-916	398. 3006-007-036	473. 3022-020-034	538. 3022-017-010	603. 3008-001-025	668. 3008-003-028	733. 3008-005-014	796. 3008-007-033	859. 3008-009-005	922. 3008-011-019
24. 3005-038-021	99. 3003-002-031	174. 3003-012-910	249. 3006-010-003	324. 3006-009-917	399. 3006-007-037	474. 3022-020-033	539. 3022-017-011	604. 3008-001-024	669. 3008-003-027	734. 3008-005-013	797. 3008-007-034	860. 3008-009-004	923. 3008-022-028
25. 3005-038-020	100. 3003-002-089	175. 3003-012-909	250. 3006-010-004	325. 3006-009-918	400. 3006-007-040	475. 3022-020-032	540. 3022-017-012	605. 3008-001-023	670. 3008-003-026	735. 3008-005-012	798. 3008-007-001	861. 3008-009-003	924. 3008-022-027
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27. 3005-038-060	102. 3003-002-081	177. 3003-012-907	252. 3006-010-006	327. 3006-009-920	402. 3006-008-921	477. 3022-020-030	542. 3022-022-025	607. 3008-001-021	672. 3008-003-024	737. 3008-005-010	800. 3008-007-003	863. 3008-009-001	926. 3008-022-025
28. 3005-038-048	103. 3003-002-015	178. 3003-012-906	253. 3006-010-007	328. 3006-006-037	403. 3006-008-903	478. 3022-020-029	543. 3022-022-900	608. 3008-001-020	673. 3008-003-023	738. 3008-005-009	801. 3008-007-004	864. 3008-009-018	927. 3008-022-024
29. 3005-038-054	104. 3003-002-080	179. 3003-012-905	254. 3006-010-008	329. 3006-006-018	404. 3006-008-905	479. 3022-020-028	544. 3022-022-901	609. 3008-001-019	674. 3008-003-022	739. 3008-005-008	802. 3008-007-005	865. 3008-009-019	928. 3008-022-023
30. 3005-038-082	105. 3003-002-048	180. 3003-012-904	255. 3006-010-009	330. 3006-006-019	405. 3006-008-904	480. 3022-020-027	545. 3022-022-015	610. 3008-001-018	675. 3008-003-021	740. 3008-005-007	803. 3008-007-006	866. 3008-009-020	929. 3008-022-022
31. 3005-038-012	106. 3003-002-045	181. 3003-012-903	256. 3006-010-010	331. 3006-006-900	406. 3006-008-902	481. 3022-019-008	546. 3022-022-016	611. 3008-002-001	676. 3008-003-020	741. 3008-005-006	804. 3008-007-007	867. 3008-009-021	930. 3008-022-021
32. 3005-038-030	107. 3003-002-046	182. 3003-012-902	257. 3006-010-011	332. 3006-006-901	407. 3022-024-818	482. 3022-019-007	547. 3022-022-017	612. 3008-002-002	677. 3008-003-019	742. 3008-005-005	805. 3008-007-008	868. 3008-009-022	931. 3008-019-013
33. 3005-038-031	108. 3003-002-047	183. 3003-012-901	258. 3006-010-012	333. 3006-006-902	408. 3022-024-904	483. 3022-019-006	548. 3022-018-022	613. 3008-002-003	678. 3008-003-018	743. 3008-005-004	806. 3008-007-009	869. 3008-009-023	932. 3008-019-012
34. 3005-038-014	109. 3003-002-097	184. 3003-012-900	259. 3006-010-013	334. 3006-006-907	409. 3022-024-817	484. 3022-019-005	549. 3022-018-023	614. 3008-002-004	679. 3008-004-001	744. 3008-005-003	807. 3008-007-010	870. 3008-009-024	933. 3008-019-011
35. 3005-038-072	110. 3003-002-098	185. 3003-012-022	260. 3006-010-014	335. 3006-006-036	410. 3022-023-016	485. 3022-019-004	550. 3022-018-031	615. 3008-002-005	680. 3008-004-002	745. 3008-005-002	808. 3008-007-011	871. 3008-009-025	934. 3008-019-010
36. 3005-038-016	111. 3003-002-083	186. 3003-012-021	261. 3006-010-015	336. 3006-006-040	411. 3022-023-015	486. 3022-019-003	551. 3022-018-032	616. 3008-002-006	681. 3008-004-003	746. 3008-005-001	809. 3008-007-012	872. 3008-009-037	935. 3008-019-009
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38. 3005-038-017	113. 3003-002-078	188. 3003-012-041	263. 3006-010-017	338. 3006-008-014	413. 3022-023-002	488. 3022-019-001	553. 3022-017-020	618. 3008-002-008	683. 3008-004-005	748. 3008-006-019	811. 3008-007-014	874. 3008-009-028	937. 3008-019-007
39. 3005-038-047	114. 3003-002-079	189. 3003-012-019	264. 3006-010-018	339. 3006-008-007	414. 3022-023-022	489. 3022-019-017	554. 3022-017-017	619. 3008-002-009	684. 3008-004-006	749. 3008-006-020	812. 3008-007-015	875. 3008-009-029	938. 3008-019-006
40. 3005-004-071	115. 3006-024-015	190. 3003-012-018	265. 3006-010-019	340. 3006-008-922	415. 3022-023-003	490. 3022-019-018	555. 3022-017-024						

APPENDIX A: MAP OF BOUNDRIES OF THE PALMDALE EIFD

APN LIST:

963.	3008-022-015	1037.	3008-018-008	1111.	3008-016-030	1185.	3008-013-039	1259.	3008-024-028	1333.	3008-027-015	1407.	3008-032-025	1475.	3008-039-026	1543.	3009-026-013	1611.	3009-007-009
964.	3008-022-014	1038.	3008-018-007	1112.	3008-016-031	1186.	3008-013-903	1260.	3008-024-027	1334.	3008-027-014	1408.	3008-032-024	1476.	3008-039-025	1544.	3009-026-003	1612.	3009-007-024
965.	3008-022-013	1039.	3008-018-006	1113.	3008-016-032	1187.	3008-013-902	1261.	3008-024-026	1335.	3008-027-013	1409.	3008-032-007	1477.	3008-039-010	1545.	3009-026-003	1613.	3009-008-009
966.	3008-022-012	1040.	3008-018-005	1114.	3008-016-033	1188.	3008-013-036	1262.	3008-024-025	1336.	3008-027-012	1410.	3008-033-913	1478.	3008-039-022	1546.	3009-026-012	1614.	3009-008-023
967.	3008-022-011	1041.	3008-018-004	1115.	3008-016-034	1189.	3008-013-035	1263.	3008-024-030	1337.	3008-027-011	1411.	3008-032-008	1479.	3008-039-900	1547.	3009-026-007	1615.	3009-008-012
968.	3008-022-010	1042.	3008-018-027	1116.	3008-016-036	1190.	3008-013-034	1264.	3008-024-022	1338.	3008-027-028	1412.	3008-032-009	1480.	3008-039-023	1548.	3009-026-005	1616.	3009-008-013
969.	3008-022-009	1043.	3008-018-026	1117.	3008-016-035	1191.	3008-013-033	1265.	3008-024-021	1339.	3008-027-029	1413.	3008-032-017	1481.	3008-039-024	1549.	3009-026-011	1617.	3009-008-014
970.	3008-022-008	1044.	3008-018-002	1118.	3008-015-035	1192.	3008-013-032	1266.	3008-024-020	1340.	3008-027-030	1414.	3008-032-016	1482.	3008-039-028	1550.	3009-027-001	1618.	3009-008-015
971.	3008-022-007	1045.	3008-018-001	1119.	3008-015-034	1193.	3008-013-031	1267.	3008-024-019	1341.	3008-027-002	1415.	3008-033-903	1483.	3008-038-038	1551.	3009-027-002	1619.	3009-008-016
972.	3008-022-006	1046.	3008-017-019	1120.	3008-015-033	1194.	3008-013-030	1268.	3008-024-018	1342.	3008-027-001	1416.	3008-033-902	1484.	3008-038-004	1552.	3009-005-002	1620.	3009-008-017
973.	3008-022-005	1047.	3008-017-020	1121.	3008-015-032	1195.	3008-013-029	1269.	3008-024-017	1343.	3008-027-017	1417.	3008-033-900	1485.	3008-038-003	1553.	3009-005-007	1621.	3009-008-022
974.	3008-022-004	1048.	3008-017-021	1122.	3008-015-031	1196.	3008-013-028	1270.	3008-024-016	1344.	3008-027-018	1418.	3008-034-035	1486.	3008-038-002	1554.	3009-005-029	1622.	3009-008-004
975.	3008-022-003	1049.	3008-017-022	1123.	3008-015-030	1197.	3008-013-027	1271.	3008-024-015	1345.	3008-027-027	1419.	3008-034-009	1487.	3008-038-001	1555.	3009-005-037	1623.	3009-008-003
976.	3008-022-044	1050.	3008-017-023	1124.	3008-015-029	1198.	3008-013-045	1272.	3008-024-001	1346.	3008-027-026	1420.	3008-034-008	1488.	3008-038-006	1556.	3009-005-036	1624.	3009-008-005
977.	3008-022-043	1051.	3008-017-024	1125.	3008-015-028	1199.	3008-013-023	1273.	3008-024-034	1347.	3008-027-023	1421.	3008-034-007	1489.	3008-038-007	1557.	3009-005-032	1625.	3009-008-006
978.	3008-022-002	1052.	3008-017-025	1126.	3008-015-027	1200.	3008-013-047	1274.	3008-024-005	1348.	3008-027-024	1422.	3008-034-006	1490.	3008-038-008	1558.	3009-005-033	1626.	3009-008-007
979.	3008-022-001	1053.	3008-017-026	1127.	3008-015-026	1201.	3008-013-019	1275.	3008-024-006	1349.	3008-029-805	1423.	3008-034-0031	1491.	3008-038-009	1559.	3009-005-013	1627.	3009-008-008
980.	3008-021-015	1054.	3008-017-027	1128.	3008-015-025	1202.	3008-013-018	1276.	3008-024-007	1350.	3008-029-901	1424.	3008-034-029	1492.	3008-038-010	1560.	3009-005-016	1628.	3009-015-906
981.	3008-021-014	1055.	3008-017-028	1129.	3008-015-024	1203.	3008-013-017	1277.	3008-024-008	1351.	3008-029-804	1425.	3008-034-015	1493.	3008-038-011	1561.	3009-005-017	1629.	3009-015-921
982.	3008-021-013	1056.	3008-017-029	1130.	3008-015-023	1204.	3008-013-016	1278.	3008-024-031	1352.	3008-029-920	1426.	3008-034-016	1494.	3008-038-012	1562.	3009-005-018	1630.	3009-015-926
983.	3008-021-016	1057.	3008-017-030	1131.	3008-015-022	1205.	3008-013-015	1279.	3008-024-033	1353.	3008-028-900	1427.	3008-034-017	1495.	3008-038-013	1563.	3009-005-019	1631.	3009-015-913
984.	3008-021-017	1058.	3008-017-031	1132.	3008-015-021	1206.	3008-013-014	1280.	3008-025-014	1354.	3008-028-804	1428.	3008-034-030	1496.	3008-038-026	1564.	3009-005-035	1632.	3009-015-029
985.	3008-021-018	1059.	3008-017-032	1133.	3008-015-020	1207.	3008-012-001	1281.	3008-025-013	1355.	3008-028-920	1429.	3008-034-001	1497.	3008-038-025	1565.	3009-005-034	1633.	3009-015-005
986.	3008-021-019	1060.	3008-017-033	1134.	3008-015-037	1208.	3008-012-002	1282.	3008-025-044	1356.	3008-027-800	1430.	3008-034-002	1498.	3008-038-024	1566.	3009-005-028	1634.	3009-015-004
987.	3008-021-020	1061.	3008-017-034	1135.	3008-015-001	1209.	3008-012-003	1283.	3008-025-010	1357.	3008-028-805	1431.	3008-034-003	1499.	3008-038-023	1567.	3009-005-027	1635.	3009-015-032
988.	3008-021-021	1062.	3008-017-035	1136.	3008-015-036	1210.	3008-012-004	1284.	3008-025-009	1358.	3008-028-803	1432.	3008-034-020	1500.	3008-038-033	1568.	3009-005-026	1636.	3009-015-001
989.	3008-021-022	1063.	3008-017-036	1137.	3008-015-004	1211.	3008-012-018	1285.	3008-025-008	1359.	3008-028-919	1433.	3008-034-021	1501.	3008-038-020	1569.	3009-005-025	1637.	3009-015-907
990.	3008-021-023	1064.	3008-017-018	1138.	3008-015-005	1212.	3008-012-007	1286.	3008-025-015	1360.	3008-030-909	1434.	3008-034-022	1502.	3008-038-019	1570.	3009-005-024	1638.	3009-015-905
991.	3008-021-024	1065.	3008-017-017	1139.	3008-015-006	1213.	3008-012-019	1287.	3008-025-016	1361.	3008-033-915	1435.	3008-035-044	1503.	3008-038-037	1571.	3009-005-023	1639.	3009-015-922
992.	3008-021-025	1066.	3008-017-016	1140.	3008-015-007	1214.	3008-012-010	1288.	3008-025-017	1362.	3008-033-907	1436.	3008-035-006	1504.	3008-038-015	1572.	3009-005-022	1640.	3009-015-923
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994.	3008-021-011	1068.	3008-017-014	1142.	3008-015-009	1216.	3008-012-012	1290.	3008-025-019	1364.	3008-033-909	1438.	3008-035-009	1506.	3008-038-035	1574.	3009-005-012	1642.	3009-015-925
995.	3008-021-010	1069.	3008-017-013	1143.	3008-015-010	1217.	3008-012-013	1291.	3008-025-020	1365.	3008-033-914	1439.	3008-035-001	1507.	3008-038-036	1575.	3009-006-041	1643.	3009-015-927
996.	3008-021-009	1070.	3008-017-012	1144.	3008-015-011	1218.	3008-012-020	1292.	3008-025-021	1366.	3008-033-911	1440.	3008-035-037	1508.	3008-038-030	1576.	3009-006-054	1644.	3009-015-931
997.	3008-021-008	1071.	3008-017-011	1145.	3008-015-012	1219.	3008-012-016	1293.	3008-025-022	1367.	3008-033-908	1441.	3008-035-023	1509.	3008-037-055	1577.	3009-006-036	1645.	3009-015-932
998.	3008-021-007	1072.	3008-017-010	1146.	3008-015-013	1220.	3008-012-017	1294.	3008-025-023	1368.	3008-034-025	1442.	3008-035-021	1510.	3008-037-052	1578.	3009-006-042	1646.	3009-015-934
999.	3008-021-006	1073.	3008-017-009	1147.	3008-015-014	1221.	3008-013-004	1295.	3008-025-024	1369.	3008-034-026	1443.	3008-035-033	1511.	3008-037-054	1579.	3009-006-043	1647.	3009-015-933
1000.	3008-021-005	1074.	3008-017-008	1148.	3008-015-015	1222.	3008-013-005	1296.	3008-025-025	1370.	3008-034-900	1444.	3008-035-035	1512.	3008-037-007	1580.	3009-006-044	1648.	3009-015-029
1001.	3008-021-004	1075.	3008-017-007	1149.	3008-015-016	1223.	3008-013-006	1297.	3008-025-026	1371.	3008-034-034	1445.	3008-035-034	1513.	3008-037-038	1581.	3009-006-045	1649.	3009-015-036
1002.	3008-021-003	1076.	3008-017-006	1150.	3008-014-035	1224.	3008-013-044	1298.	3008-025-027	1372.	3008-035-045	1446.	3008-035-013	1514.	3008-037-009	1582.	3009-006-046	1650.	3009-025-001
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1004.	3008-021-002	1078.	3008-017-004	1152.	3008-014-033	1226.	3008-013-008	1300.	3008-025-001	1374.	3008-035-043	1448.	3008-035-041	1516.	3008-037-011	1584.	3009-006-048	1652.	3009-025-003
1005.	3008-021-001	1079.	3008-017-003	1153.	3008-014-032	1227.	3008-013-904	1301.	3008-025-002	1375.	3008-035-025	1449.	3008-040-001	1517.	3008-037-012	1585.	3009-006-049	1653.	3009-025-027
1006.	3008-020-900	1080.	3008-017-002	1154.	3008-014-031	1228.	3008-013-009	1302.	3008-025-003	1376.	3008-035-026	1450.	3008-040-002	1518.	3008-037-013	1586.	3009-006-056	1654.	3009-025-026
1007.	3008-019-014	1081.	3008-017-001	1155.	3008-014-030	1229.	3008-013-013	1303.	3008-025-004	1377.	3008-035-027	1451.	3008-040-003	1519.	3008-037-061	1587.	3009-006-055	1655.	3009-025-010
1008.	3008-019-015	1082.	3008-016-001	1156.	3008-014-029	1230.	3008-013-012	1304.	3008-025-005	1378.	3008-031-012	1452.	3008-040-004	1520.	3008-037-039	1588.	3009-006-059	1656.	3009-025-022
1009.	3008-019-016	1083.	3008-016-002	1157.	3008-014-028	1231.	3008-013-011	1305.	3008-025-006	1379.	3008-031-011	1453.							

APPENDIX A: MAP OF BOUNDRIES OF THE PALMDALE EIFD

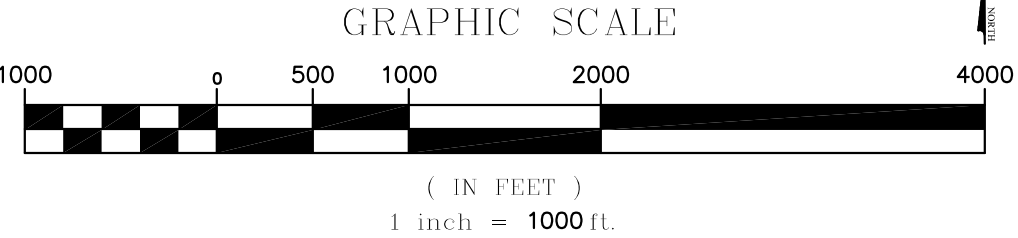


- APN LIST:
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 - 3004-015-900
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 - 3004-015-903
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 - 3004-015-913
 - 3004-015-911
 - 3004-015-908
 - 3004-015-907
 - 3004-015-910
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 - 3004-016-028
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 - 3004-016-001
 - 3004-016-032
 - 3004-016-003
 - 3004-016-033
 - 3004-016-030
 - 3004-016-031
 - 3004-016-018
 - 3004-016-019
 - 3004-015-020
 - 3004-015-019
 - 3004-015-012
 - 3004-015-011
 - 3004-015-044
 - 3004-015-017
 - 3004-015-016
 - 3004-015-015
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 - 3004-015-006
 - 3004-015-048
 - 3004-015-046
 - 3004-015-002
 - 3004-015-038
 - 3004-025-035
 - 3004-015-047
 - 3004-015-037

APPROXIMATE
TOTAL: 368

LEGEND

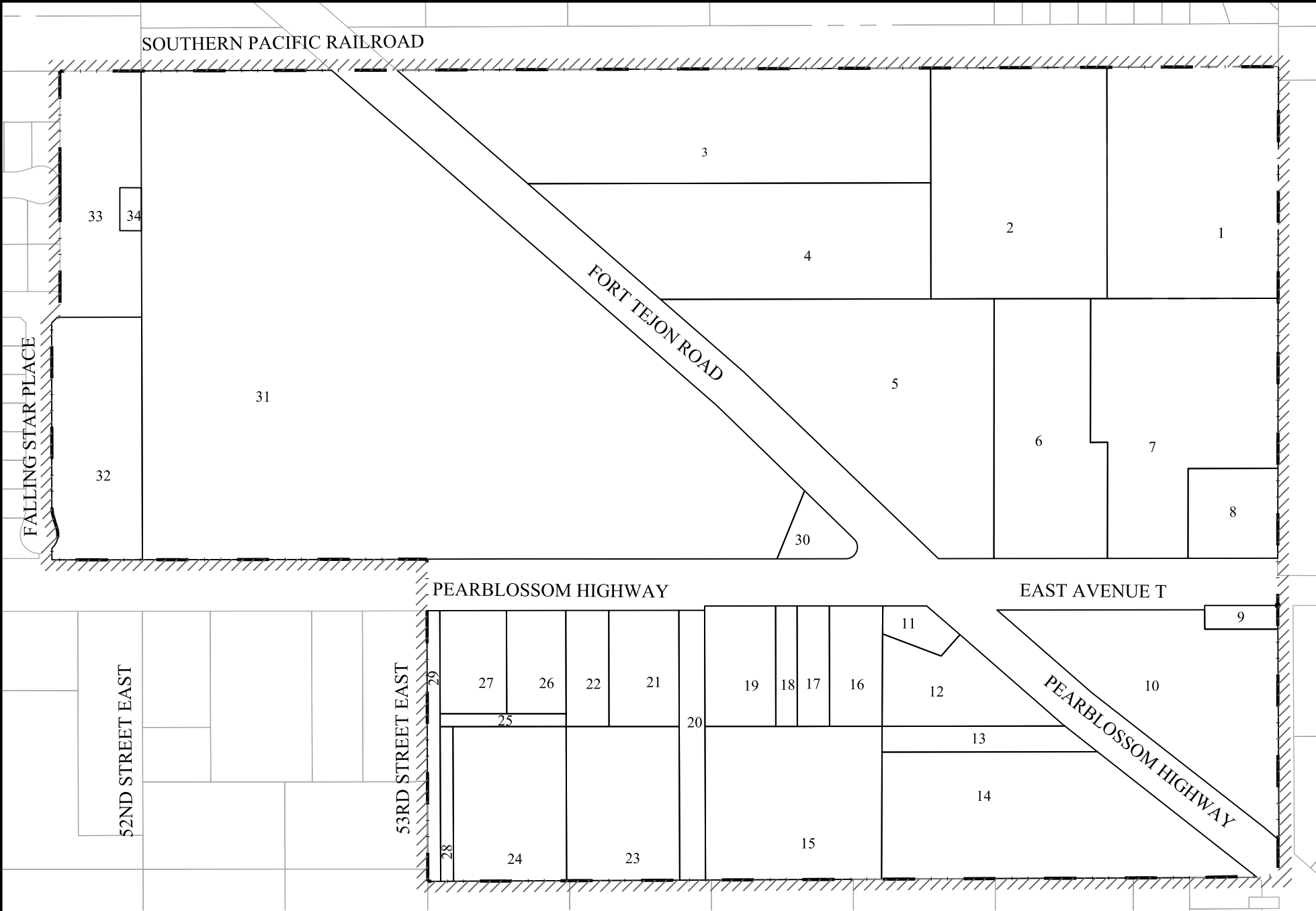
- ////// EIFD AREA
- CITY BOUNDARY
- APN BOUNDARY



AREA NO.: B-8	PREPARED BY: JT ENGINEERING 33336 AGUA DULCE CANYON ROAD SUITE 103 AGUA DULCE, CA 91390 PHONE: (661) 268-8899
AREA NAME: PALMDALE COMMERCIAL CENTERS	
DISTRICT NAME: PELONA VISTA PARKWAY	

PALMDALE ENHANCED INFRASTRUCTURE FINANCING DISTRICT		DRAWN BY: _____
LAFCO NO. _____ FILE: _____ RESOLUTION NO. _____ EFFECTIVE DATE: _____		DATE: _____
		CHECKED BY: _____
		DATE: _____
		SHEET No. 1 OF 1

APPENDIX A: MAP OF BOUNDRIES OF THE PALMDALE EIFD



APN LIST:

- 3051-020-019
- 3051-020-018
- 3051-020-020
- 3051-020-021
- 3051-020-008
- 3051-020-009
- 3051-020-011
- 3051-020-012
- 3051-023-021
- 3051-023-024
- 3051-023-020
- 3051-023-012
- 3051-023-011
- 3051-023-010
- 3051-022-022
- 3051-022-045
- 3051-022-044
- 3051-022-055
- 3051-022-054
- 3051-022-049
- 3051-022-042
- 3051-022-050
- 3051-022-020
- 3051-022-019
- 3051-022-029
- 3051-022-046
- 3051-022-056
- 3051-022-018
- 3051-022-051
- 3051-021-021
- 3051-021-022
- 3051-019-112
- 3051-019-030
- 3051-019-900

APPROXIMATE
TOTAL: 92

LEGEND

- EIFD AREA
- CITY BOUNDARY
- APN BOUNDARY

GRAPHIC SCALE



(IN FEET)

1 inch = 300 ft.

AREA NO.: B-9	PREPARED BY: JT ENGINEERING 33336 AGUA DULCE CANYON ROAD SUITE 103 AGUA DULCE, CA 91390 PHONE: (661) 268-8899
AREA NAME: PALMDALE COMMERCIAL CENTERS	
DISTRICT NAME: FOUR POINTS GATEWAY	

PALMDALE ENHANCED INFRASTRUCTURE FINANCING DISTRICT	
LAFCO NO. _____	
FILE: _____	
RESOLUTION NO. _____	EFFECTIVE DATE: _____

DRAWN BY: _____
DATE: _____
CHECKED BY: _____
DATE: _____
SHEET No. 1 OF 1



AREA C-10: APNs 1 - 23, 1620 (ENLARGED)

GRAPHIC SCALE



(IN FEET)
1 inch = 2000ft.



SUB-AREA 1: APNs 24 - 233 (ENLARGED)
SCALE: 1"=400'


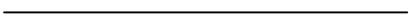
GRAPHIC SCALE



(IN FEET)
1 inch = 400 ft.

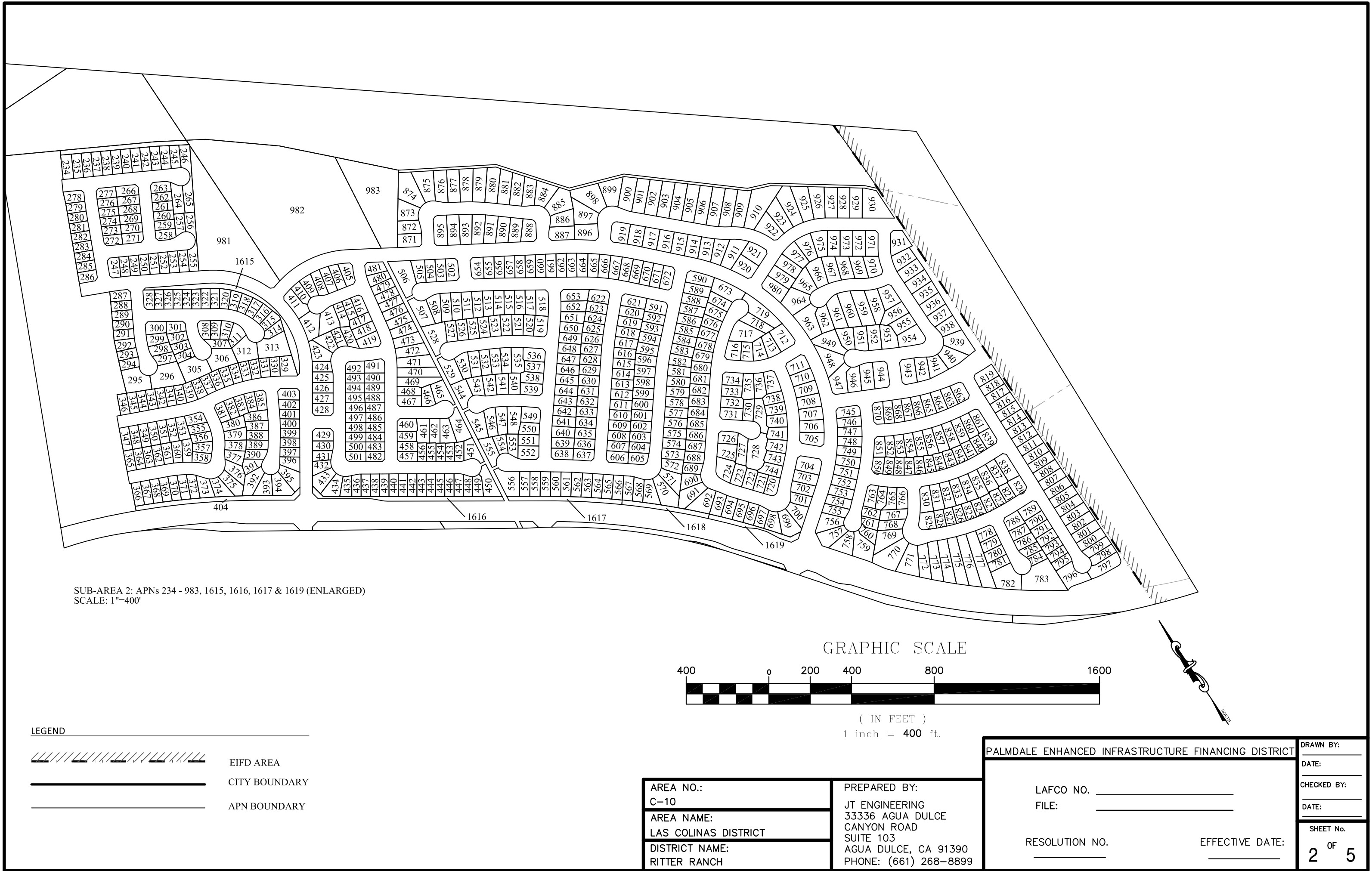


LEGEND

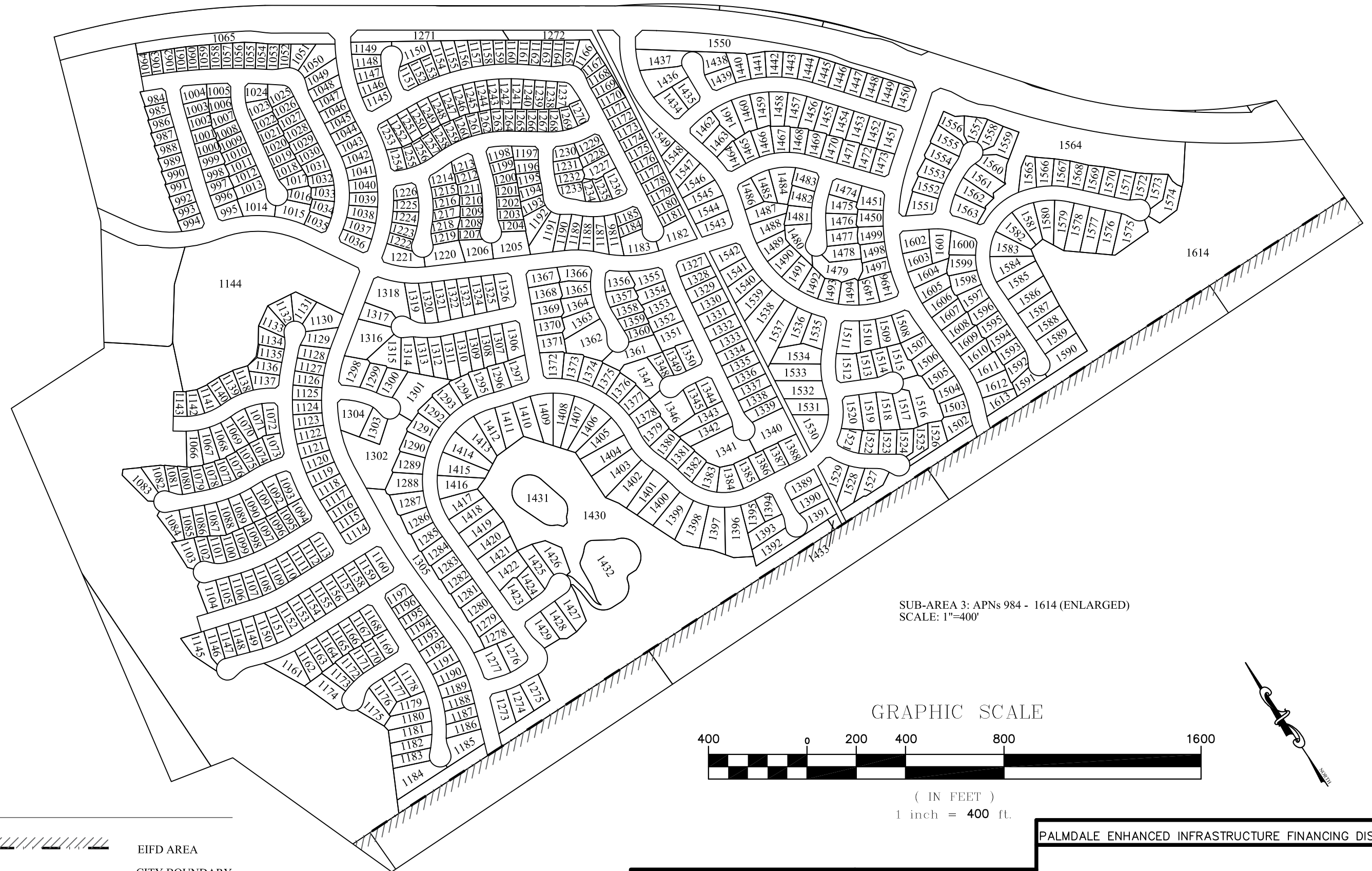
-  EIFD AREA
-  CITY BOUNDARY
-  APN BOUNDARY

AREA NO.: C-10	PREPARED BY: JT ENGINEERING 33336 AGUA DULCE CANYON ROAD SUITE 103 AGUA DULCE, CA 91390 PHONE: (661) 268-8899
AREA NAME: LAS COLINAS DISTRICT	
DISTRICT NAME: RITTER RANCH	

PALMDALE ENHANCED INFRASTRUCTURE FINANCING DISTRICT		DRAWN BY: _____
LAFCO NO. _____ FILE: _____ RESOLUTION NO. _____ EFFECTIVE DATE: _____		DATE: _____
		CHECKED BY: _____
		DATE: _____
		SHEET No. 1 OF 5



APPENDIX A: MAP OF BOUNDRIES OF THE PALMDALE EIFD



LEGEND

////// EIFD AREA

———— CITY BOUNDARY

———— APN BOUNDARY

AREA NO.: C-10	PREPARED BY: JT ENGINEERING 33336 AGUA DULCE CANYON ROAD SUITE 103 AGUA DULCE, CA 91390 PHONE: (661) 268-8899
AREA NAME: LAS COLINAS DISTRICT	
DISTRICT NAME: RITTER RANCH	

PALMDALE ENHANCED INFRASTRUCTURE FINANCING DISTRICT	
LAFCO NO. _____	DRAWN BY: _____
FILE: _____	DATE: _____
RESOLUTION NO. _____	CHECKED BY: _____
EFFECTIVE DATE: _____	DATE: _____
SHEET No. 3 OF 5	

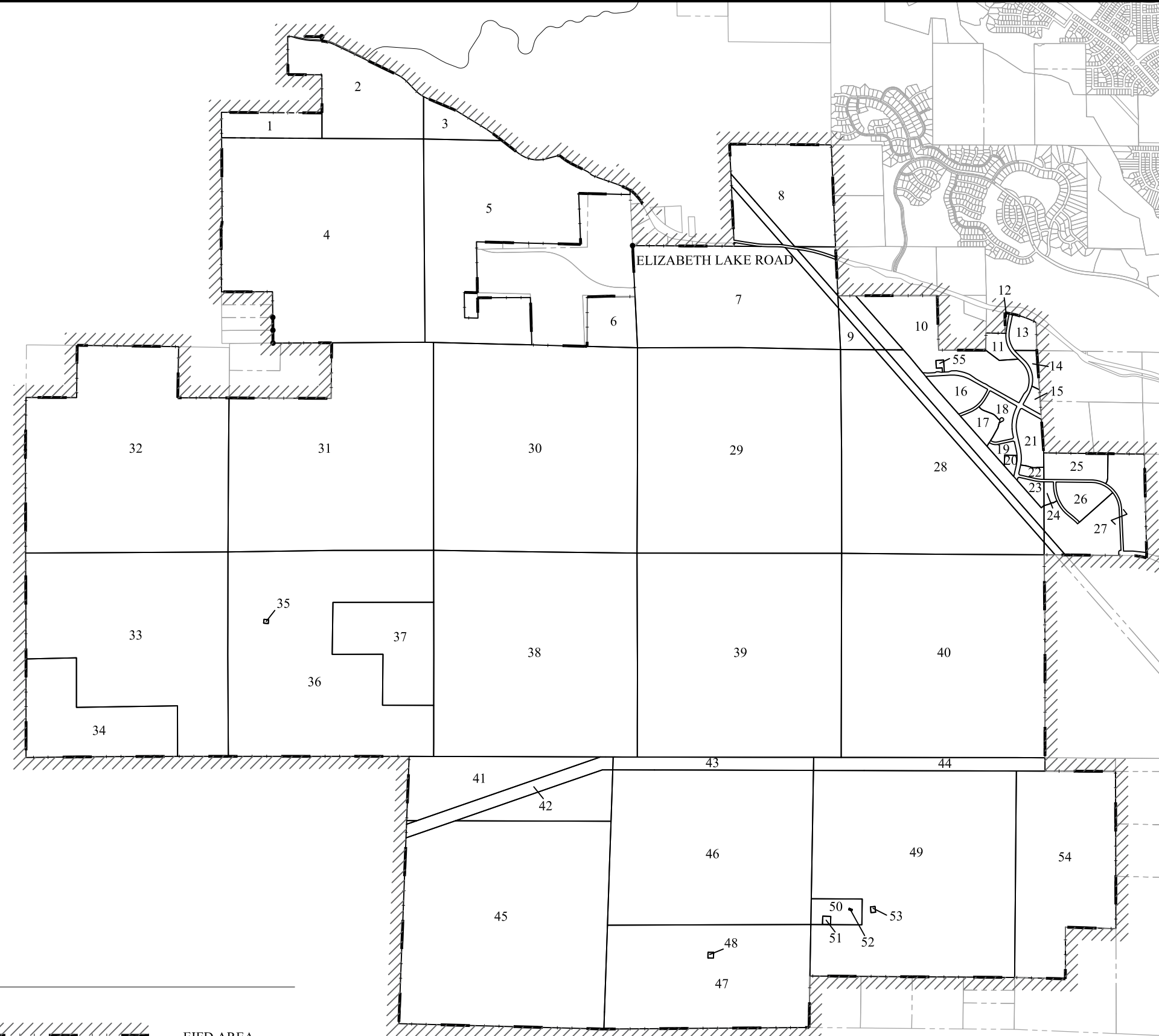
APPENDIX A: MAP OF BOUNDRIES OF THE PALMDALE EIFD

APN LIST:																				1.	3206-020-002	76.	3206-029-002	151.	3206-028-071	226.	3206-030-043	301.	3206-033-015	376.	3206-034-030	451.	3206-057-023	518.	3206-042-017	585.	3206-045-016	652.	3206-043-034	715.	3206-045-042	778.	3206-049-009	841.	3206-048-047
2.	3206-020-001	77.	3206-029-003	152.	3206-028-072	227.	3206-030-044	302.	3206-033-016	377.	3206-034-031	452.	3206-057-024	519.	3206-042-018	586.	3206-045-017	653.	3206-043-035	716.	3206-045-043	779.	3206-049-010	842.	3206-048-048																				
3.	3206-020-007	78.	3206-029-004	153.	3206-028-073	228.	3206-030-045	303.	3206-033-017	378.	3206-034-032	453.	3206-057-025	520.	3206-042-019	587.	3206-045-018	654.	3206-042-033	717.	3206-045-044	780.	3206-049-011	843.	3206-048-049																				
4.	3206-020-902	79.	3206-029-005	154.	3206-028-074	229.	3206-030-046	304.	3206-033-018	379.	3206-034-033	454.	3206-057-026	521.	3206-042-020	588.	3206-045-019	655.	3206-042-034	718.	3206-045-045	781.	3206-049-012	844.	3206-048-050																				
5.	3206-020-006	80.	3206-029-006	155.	3206-028-075	230.	3206-030-047	305.	3206-033-019	380.	3206-034-034	455.	3206-057-027	522.	3206-042-021	589.	3206-045-020	656.	3206-042-035	719.	3206-045-046	782.	3206-049-013	845.	3206-048-051																				
6.	3206-019-020	81.	3206-029-007	156.	3206-028-076	231.	3206-030-048	306.	3206-033-020	381.	3206-034-035	456.	3206-057-028	523.	3206-042-022	590.	3206-045-021	657.	3206-042-036	720.	3206-047-013	783.	3206-049-014	846.	3206-048-052																				
7.	3206-019-903	82.	3206-029-008	157.	3206-028-077	232.	3206-030-086	307.	3206-033-021	382.	3206-034-036	457.	3206-057-042	524.	3206-042-023	591.	3206-045-001	658.	3206-042-037	721.	3206-047-014	784.	3206-049-015	847.	3206-048-053																				
8.	3206-019-019	83.	3206-029-009	158.	3206-028-078	233.	3206-030-085	308.	3206-033-022	383.	3206-034-037	458.	3206-057-031	525.	3206-042-024	592.	3206-045-002	659.	3206-042-038	722.	3206-047-015	785.	3206-049-016	848.	3206-048-054																				
9.	3206-019-003	84.	3206-029-010	159.	3206-028-079	234.	3206-061-013	309.	3206-033-023	384.	3206-034-038	459.	3206-057-032	526.	3206-042-025	593.	3206-045-003	660.	3206-042-039	723.	3206-047-016	786.	3206-049-017	849.	3206-048-055																				
10.	3206-019-004	85.	3206-029-011	160.	3206-029-032	235.	3206-061-012	310.	3206-033-024	385.	3206-034-039	460.	3206-057-033	527.	3206-042-026	594.	3206-045-004	661.	3206-042-040	724.	3206-047-017	787.	3206-049-018	850.	3206-048-056																				
11.	3206-019-005	86.	3206-028-026	161.	3206-029-033	236.	3206-061-011	311.	3206-033-025	386.	3206-034-040	461.	3206-057-034	528.	3206-042-027	595.	3206-045-005	662.	3206-043-036	725.	3206-047-018	788.	3206-049-019	851.	3206-048-057																				
12.	3206-019-902	87.	3206-028-027	162.	3206-029-034	237.	3206-061-010	312.	3206-033-026	387.	3206-034-041	462.	3206-057-035	529.	3206-042-028	596.	3206-045-006	663.	3206-043-037	726.	3206-047-019	789.	3206-049-020	852.	3206-048-058																				
13.	3206-019-010	88.	3206-028-028	163.	3206-029-035	238.	3206-061-009	313.	3206-033-027	388.	3206-034-042	463.	3206-057-036	530.	3206-042-029	597.	3206-045-007	664.	3206-043-038	727.	3206-047-020	790.	3206-049-021	853.	3206-048-059																				
14.	3206-019-901	89.	3206-028-029	164.	3206-029-036	239.	3206-061-008	314.	3206-033-028	389.	3206-034-043	464.	3206-057-037	531.	3206-042-030	598.	3206-045-008	665.	3206-043-039	728.	3206-047-021	791.	3206-049-022	854.	3206-048-060																				
15.	3206-019-007	90.	3206-028-030	165.	3206-029-037	240.	3206-061-007	315.	3206-033-029	390.	3206-034-044	465.	3206-056-003	532.	3206-043-001	599.	3206-045-009	666.	3206-043-040	729.	3206-047-022	792.	3206-049-023	855.	3206-048-061																				
16.	3206-020-016	91.	3206-028-031	166.	3206-029-038	241.	3206-061-006	316.	3206-033-030	391.	3206-034-045	466.	3206-056-004	533.	3206-043-002	600.	3206-046-001	667.	3206-043-041	730.	3206-047-023	793.	3206-049-024	856.	3206-048-062																				
17.	3206-023-004	92.	3206-028-032	167.	3206-029-039	242.	3206-061-005	317.	3206-033-031	392.	3206-034-046	467.	3206-056-005	534.	3206-043-003	601.	3206-046-002	668.	3206-043-042	731.	3206-047-024	794.	3206-049-025	857.	3206-048-063																				
18.	3206-024-008	93.	3206-028-033	168.	3206-029-040	243.	3206-061-004	318.	3206-033-032	393.	3206-034-047	468.	3206-056-006	535.	3206-043-004	602.	3206-046-003	669.	3206-043-043	732.	3206-047-025	795.	3206-049-026	858.	3206-048-064																				
19.	3206-075-900	94.	3206-028-034	169.	3206-029-041	244.	3206-061-003	319.	3206-033-033	394.	3206-034-048	469.	3206-056-007	536.	3206-043-005	603.	3206-046-004	670.	3206-043-044	733.	3206-045-032	796.	3206-049-027	859.	3206-048-065																				
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38.	3206-030-077	113.																																											

APPENDIX A: MAP OF BOUNDRIES OF THE PALMDALE EIFD

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APPENDIX A: MAP OF BOUNDRIES OF THE PALMDALE EIFD



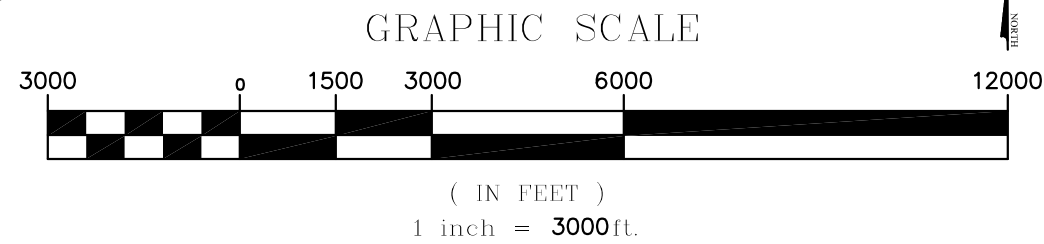
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21. 3206-027-004	49. 3217-002-902
22. 3206-027-005	50. 3217-002-020
23. 3206-027-009	51. 3217-002-900
24. 3206-027-008	52. 3217-002-802
25. 3206-027-006	53. 3217-002-271
26. 3206-027-007	54. 3217-002-901
27. 3206-027-017	55. 2306-026-006
28. 3206-027-005	

APPROXIMATE
TOTAL : 10855.50 ACRES

LEGEND

- EIFD AREA
- CITY BOUNDARY
- APN BOUNDARY



AREA NO.: C-11	PREPARED BY: JT ENGINEERING 33336 AGUA DULCE CANYON ROAD SUITE 103 AGUA DULCE, CA 91390 PHONE: (661) 268-8899
AREA NAME: LAS COLINAS DISTRICT	
DISTRICT NAME: ANAVERDE	

PALMDALE ENHANCED INFRASTRUCTURE FINANCING DISTRICT		DRAWN BY: _____
LAFCO NO. _____		DATE: _____
FILE: _____		CHECKED BY: _____
RESOLUTION NO. _____		DATE: _____
EFFECTIVE DATE: _____		SHEET No. _____
		1 OF 1

Appendix B:
Legal Description of the Palmdale EIFD

[TO BE PROVIDED]

DRAFT

Appendix C: Projected Tax Increment Revenue Analysis

DRAFT

Units / SF		Value / Unit / SF	50 Year Total	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
Construction Inflation					1.020	1.040	1.06	1.082	1.104	1.126	1.149	1.172	1.195	1.219	1.243	1.268	1.294	1.319	1.346	1.373	1.400	1.428	1.457	1.486	1.516
Current Assessed Value (2020 Roll)		\$2,095,667,552																							
New Development																									
Project Area #1 The Hangar District																									
	1,000,000 SF Industrial/Warehouse		1,000,000 SF							500,000					500,000										
	125,000,000	\$125 PSF	\$148,096,045	\$0	\$0	\$0	\$0	\$0	\$0	\$70,385,151	\$0	\$0	\$0	\$0	\$77,710,894	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Area #2 Palmdale Aerospace Village																									
	150,000 units Commercial/Retail/Office	\$250 PSF	150,000 SF							50,000					50,000					50,000					
	37,500,000		\$46,779,030	\$0	\$0	\$0	\$0	\$0	\$0	\$14,077,030	\$0	\$0	\$0	\$0	\$15,542,179	\$0	\$0	\$0	\$0	\$17,159,821	\$0	\$0	\$0	\$0	\$0
	1,500,000 SF Industrial/Warehouse	\$125 PSF	1,500,000 SF							500,000					500,000					500,000					
	187,500,000		\$233,895,152	\$0	\$0	\$0	\$0	\$0	\$0	\$70,385,151	\$0	\$0	\$0	\$0	\$77,710,894	\$0	\$0	\$0	\$0	\$85,799,107	\$0	\$0	\$0	\$0	\$0
	130 units Other-Hotel	\$200,000 per room	120 rooms							\$0	\$0	\$0	\$0	\$0	120 rooms					\$0	\$0	\$0	\$0	\$0	\$0
	24,000,000		\$28,940,383	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,840,383	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Area #3 Runway Industrial Park																									
	50,000 SF Commercial/Retail/Office	\$250 PSF	50,000 SF							50,000					50,000					50,000					
	12,500,000		\$14,077,030	\$0	\$0	\$0	\$0	\$0	\$0	\$14,077,030	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	1,200,000 SF Industrial/Warehouse	\$125 PSF	1,200,000 SF							300,000					300,000					300,000					
	150,000,000		\$197,174,579	\$0	\$0	\$0	\$0	\$0	\$0	\$42,231,091	\$0	\$0	\$0	\$0	\$46,626,537	\$0	\$0	\$0	\$0	\$51,479,464	\$0	\$0	\$0	\$0	\$56,837,488
	426,888 SF Other-Specialized Sports Complex	\$25 PSF	426,888 SF							426,888					426,888					426,888					
	10,672,200		\$12,018,631	\$0	\$0	\$0	\$0	\$0	\$0	\$12,018,631	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Area #4 Flight Path Industrial Park																									
	100,000 SF Commercial/Retail/Office	\$250 PSF	100,000 SF							50,000					50,000					50,000					
	25,000,000		\$29,619,209	\$0	\$0	\$0	\$0	\$0	\$0	\$14,077,030					\$15,542,179	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	300,000 SF Industrial/Warehouse	\$125 PSF	300,000 SF							100,000					100,000					100,000					
	37,500,000		\$46,779,030	\$0	\$0	\$0	\$0	\$0	\$0	\$14,077,030	\$0	\$0	\$0	\$0	\$15,542,179	\$0	\$0	\$0	\$0	\$17,159,821	\$0	\$0	\$0	\$0	\$0
Project Area #5 Plant 42																									
	2,000,000 SF Industrial/Warehouse	\$125 PSF	2,000,000 SF							500,000					500,000					500,000					500,000
	250,000,000		\$328,624,299	\$0	\$0	\$0	\$0	\$0	\$0	\$70,385,151	\$0	\$0	\$0	\$0	\$77,710,894	\$0	\$0	\$0	\$0	\$85,799,107	\$0	\$0	\$0	\$0	\$94,729,146
Project Area #6 Palmdale Medical Campus																									
	400,000 SF Commercial/Retail/Office	\$250 PSF	400,000 SF							200,000					100,000					100,000					
	100,000,000		\$121,712,121	\$0	\$0	\$0	\$0	\$0	\$0	\$56,308,121	\$0	\$0	\$0	\$0	\$31,084,358	\$0	\$0	\$0	\$0	\$34,319,643	\$0	\$0	\$0	\$0	\$0
Project Area #7 Golden Spike District																									
	90 units Residential-SF/Owner		90 units							30 units					30					30					
	31,500,000	\$350,000 per unit	\$39,294,386	\$0	\$0	\$0	\$0	\$0	\$0	\$11,824,705	\$0	\$0	\$0	\$0	\$13,055,430	\$0	\$0	\$0	\$0	\$14,414,250	\$0	\$0	\$0	\$0	\$0
	850 units Residential-Apts/Rental		850 units							250 units					200					200					
	148,750,000	\$175,000 per unit	\$186,618,007	\$0	\$0	\$0	\$0	\$0	\$0	\$49,269,606	\$0	\$0	\$0	\$0	\$65,277,151	\$0	\$0	\$0	\$0	\$72,071,250	\$0	\$0	\$0	\$0	\$0
	750,000 SF Commercial/Retail/Office	\$250 PSF	750,000 SF							250,000					250,000					250,000					
	187,500,000		\$233,895,152	\$0	\$0	\$0	\$0	\$0	\$0	\$70,385,151	\$0	\$0	\$0	\$0	\$77,710,894	\$0	\$0	\$0	\$0	\$85,799,107	\$0	\$0	\$0	\$0	\$0
	220 rooms Other-Hotel	\$200,000 per room	220 rooms							100 rooms					100 rooms					120 rooms					
	44,000,000		\$53,470,105	\$0	\$0	\$0	\$0	\$0	\$0	\$22,523,348	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32,946,857	\$0	\$0	\$0	\$0	\$0
	56 units Residential - Affordable Duplex		56 units							56 units					56 units					56 units					
	13,700,000	\$244,643 per unit	\$15,428,425	\$0	\$0	\$0	\$0	\$0	\$0	\$15,428,425	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Area #8 Pelona Vista Parkway																									
	150 units Residential-SF/Owner		150 units							50 units					50 units					50 units					
	\$2,500,000	\$350,000 per unit	\$65,490,643	\$0	\$0	\$0	\$0	\$0	\$0	\$19,707,842	\$0	\$0	\$0	\$0	\$21,759,050	\$0	\$0	\$0	\$0	\$24,023,750	\$0	\$0	\$0	\$0	\$0
	75,000 SF Commercial/Retail/Office	\$250 PSF	75,000 SF							25,000					25,000					25,000					
	18,750,000		\$22,580,694	\$0	\$0	\$0	\$0	\$0	\$0	\$7,038,515	\$0	\$0	\$0	\$0	\$15,542,179	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Area #9 Four Points Gateway																									
	200 units Residential-SF/Owner		200 units							100 units					100					100					
	70,000,000	\$350,000 per unit	\$82,933,785	\$0	\$0	\$0	\$0	\$0	\$0	\$39,415,685	\$0	\$0	\$0	\$0	\$43,518,101	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	30,000 SF Commercial/Retail/Office	\$250 PSF	30,000 SF							15,000					15,000					15,000					
	7,500,000		\$8,885,763	\$0	\$0	\$0	\$0	\$0	\$0	\$4,223,109	\$0	\$0	\$0	\$0	\$4,662,654	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Area #10 Ritter Ranch																									
	4,000 units Residential-SF/Owner		4,000 units							1,000 units					1,000 units					1,000 units					1,000 units
	1,400,000,000	\$350,000 per unit	\$1,840,256,072	\$0	\$0	\$0	\$0	\$0	\$0	\$394,156,847	\$0	\$0	\$0	\$0	\$435,181,008	\$0	\$0	\$0	\$0	\$480,474,997	\$0	\$0	\$0	\$0	\$530,483,220
	1,000 units Residential-Apts/Rental		1,000 units							250 units					250					500					
	175,000,000	\$175,000 per unit	\$223,785,981	\$0	\$0	\$0	\$0	\$0	\$0	\$49,269,606	\$0	\$0	\$0	\$0	\$54,397,626	\$0	\$0	\$0	\$0	\$120,118,749	\$0	\$0	\$0	\$0	\$0
Project Area #11 Anaverde Nuevo																									
	600 units Residential-SF/Owner		600 units							300 units					300 units					300 units					
	210,000,000	\$350,000 per unit	\$248,801,356	\$0	\$0	\$0	\$0	\$0	\$0	\$118,247,054	\$0	\$0	\$0	\$0	\$130,554,302	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	1,200 units Residential-Apts/Rental		1,200 units							600 units					600 units					600 units					
	210,000,000	\$175,000 per unit	\$248,801,356	\$0	\$0	\$0	\$0	\$0	\$0	\$118,247,054	\$0	\$0	\$0	\$0	\$130,554,302	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	40,000 SF Commercial/Retail/Office	\$250 PSF	40,000 SF							40,000 SF					40,000 SF					40,000 SF					
	10,000,000		\$11,261,624	\$0	\$0	\$0	\$0	\$0	\$0	\$11,261,624	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Value Add			\$4,492,159,440	\$0	\$0	\$0	\$0	\$0	\$0	\$1,309,019,889	\$0	\$0	\$0	\$0	\$1,379,523,795	\$0	\$0	\$0	\$0	\$1,121,565,921	\$0	\$0	\$0	\$0	\$682,049,855
Total Assessed value (with 2% growth factor)			\$4,627,020,940	\$2,095,667,552	\$2,137,580,903	\$2,180,332,521	\$2,223,939,172	\$2,268,417,955	\$2,313,786,314	\$2,359,081,929	\$2,404,383,568	\$2,449,685,227	\$2,494,986,886	\$2,540,288,545	\$2,585,590,204	\$2,630,891,863	\$2,676,193,522	\$2,721,495,181	\$2,766,796,840	\$2,812,098,499	\$2,857,400,158	\$2,902,701,817	\$2,948,003,476	\$2,993,305,135	
Incremental AV			\$41,913,393	\$94,466,389	\$138,271,668	\$182,716,20	\$227,160,737	\$271,605,274	\$316,049,811	\$360,494,348	\$404,938,885	\$449,383,422	\$493,827,959	\$538,272,496	\$582,717,033	\$627,161,570	\$671,606,107	\$716,050,644	\$760,495,181	\$804,939,718	\$849,384,255	\$893,828,792	\$938,273,329	\$982,717,866	
Total tax increment @ 1%			\$419,134	\$946,650	\$1,382,716	\$1,827,162	\$2,271,607	\$2,716,053	\$3,160,499	\$3,604,944	\$4,049,389	\$4,493,834	\$4,938,279	\$5,382,724	\$5,827,169	\$6,271,614	\$6,716,059	\$7,160,504	\$7,604,949	\$8,049,394	\$8,493,839	\$8,938,284	\$9,382,729	\$9,827,174	
Annual Increment in EFD													</												



The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ from those expressed in this analysis.

1601 N. Sepulveda Blvd. #382, Manhattan Beach, CA 90266 | (424) 297-1070 | www.kosmont.com

City of Palmdale - Preliminary Property Tax Increment Analysis

Units / SF	Value / Unit / SF	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
Construction Inflation		1.54%	1.57%	1.60%	1.64%	1.67%	1.70%	1.74%	1.77%	1.81%	1.84%	1.88%	1.92%	1.96%	2.00%	2.04%	2.08%	2.12%	2.16%	2.20%	2.25%	2.29%	2.34%	2.39%
Current Assessed Value (2020 Roll)	\$2,095,667,552																							
New Development																								
Project Area #1 The Hangar District																								
1,000,000 SF Industrial/Warehouse	\$125 PSF	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Area #2 Palmdale Aerospace Village																								
150,000 units Commercial/Retail/Office	\$250 PSF	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1,500,000 SF Industrial/Warehouse	\$125 PSF	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
120 units Other-Hotel	\$200,000 per room	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Area #3 Runway Industrial Park																								
50,000 SF Commercial/Retail/Office	\$250 PSF	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1,200,000 SF Industrial/Warehouse	\$125 PSF	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
426,888 SF Other-Specialized-Sports Complex	\$25 PSF	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Area #4 Flight Path Industrial Park																								
100,000 SF Commercial/Retail/Office	\$250 PSF	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
300,000 SF Industrial/Warehouse	\$125 PSF	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Area #5 Plant 42																								
2,000,000 SF Industrial/Warehouse	\$125 PSF	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Area #6 Palmdale Medical Campus																								
400,000 SF Commercial/Retail/Office	\$250 PSF	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Area #7 Golden Spike District																								
90 units Residential-SF/Owner	\$350,000 per unit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
850 units Residential-Apts/Rental	\$175,000 per unit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
750,000 SF Commercial/Retail/Office	\$250 PSF	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
230 rooms Other-Hotel	\$200,000 per room	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
56 units Residential - Affordable Duplex	\$244,643 per unit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Area #8 Pelona Vista Parkway																								
150 units Residential-SF/Owner	\$350,000 per unit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
75,000 SF Commercial/Retail/Office	\$250 PSF	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Area #9 Four Points Gateway																								
200 units Residential-SF/Owner	\$350,000 per unit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
30,000 SF Commercial/Retail/Office	\$250 PSF	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Area #10 Ritter Ranch																								
4,000 units Residential-SF/Owner	\$350,000 per unit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1,000 units Residential-Apts/Rental	\$175,000 per unit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Area #11 Anaverde Nuevo																								
600 units Residential-SF/Owner	\$350,000 per unit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1,200 units Residential-Apts/Rental	\$175,000 per unit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40,000 SF Commercial/Retail/Office	\$250 PSF	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Value Add																								
Total Assessed value (with 2% growth factor)																								
Incremental AV		\$6,615,216,359	\$6,789,434,037	\$6,967,136,069	\$7,148,392,141	\$7,333,273,335	\$7,521,852,133	\$7,714,202,547	\$7,910,399,949	\$8,110,211,299	\$8,314,645,076	\$8,522,851,329	\$8,735,221,706	\$8,951,839,492	\$9,172,789,632	\$9,398,158,776	\$9,628,035,303	\$9,862,509,360	\$10,101,672,896	\$10,345,619,707	\$10,594,445,452	\$10,848,247,712	\$11,107,126,018	\$11,371,181,889
Total tax increment @ 1%		\$66,152,164	\$67,894,340	\$69,671,361	\$71,483,921	\$73,332,733	\$75,218,522	\$77,142,025	\$79,103,999	\$81,105,211	\$83,146,451	\$85,228,513	\$87,352,217	\$89,518,395	\$91,727,896	\$93,981,588	\$96,280,353	\$98,625,094	\$101,016,729	\$103,456,197	\$105,944,455	\$108,482,477	\$111,071,260	\$113,711,819
Annual increment to EFD																								
City	100.0%	\$4,251,610	\$4,363,580	\$4,477,789	\$4,594,282	\$4,713,106	\$4,834,306	\$4,957,930	\$5,084,026	\$5,212,644	\$5,343,835	\$5,477,649	\$5,614,140	\$5,753,361	\$5,895,366	\$6,040,211	\$6,187,953	\$6,338,650	\$6,492,360	\$6,649,145	\$6,809,066	\$6,972,185	\$7,138,567	\$7,308,276
County	99.9%	\$11,540,107	\$11,844,027	\$12,154,024	\$12,470,222	\$12,792,743	\$13,121,715	\$13,457,266	\$13,799,528	\$14,146,638	\$14,504,726	\$14,867,937	\$15,238,413	\$15,616,298	\$16,001,741	\$16,394,893	\$16,795,908	\$17,204,943	\$17,622,158	\$18,047,719	\$18,481,790	\$18,924,543	\$19,376,151	\$19,836,791
City VLF	Current VLF in Lieu Citywide AV Increment VLF Per \$1M	\$7,288,498	\$7,480,447	\$7,676,235	\$7,875,939	\$8,079,637	\$8,287,409	\$8,499,336	\$8,715,502	\$8,935,992	\$9,160,891	\$9,390,288	\$9,624,273	\$9,862,937	\$10,106,375	\$10,354,682	\$10,607,955	\$10,866,293	\$11,129,798	\$11,398,573	\$11,672,724	\$11,952,357	\$12,237,584	\$12,528,515
Total TI		\$23,080,215	\$23,688,053	\$24,308,048	\$24,940,443	\$25,586,485	\$26,245,429	\$26,914,532	\$27,599,057	\$28,297,272	\$28,999,451	\$29,715,874	\$30,446,825	\$31,192,596	\$32,003,482	\$32,789,785	\$33,591,815	\$34,409,885	\$35,244,317	\$36,095,437	\$36,963,580	\$37,849,085	\$38,752,301	\$39,673,581



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City of Palmdale - Preliminary Property Tax Increment Analysis

Construction Inflation	Units / SF	Value / Unit / SF	45 2065	46 2066	47 2067	48 2068	49 2069	50 2070
Current Assessed Value (2020 Roll)		\$2,095,667,552	2,438	2,487	2,536	2,587	2,639	2,692
New Development								
Project Area #1 The Hangar District								
	1,000,000 SF Industrial/Warehouse	\$125 PSF	\$0	\$0	\$0	\$0	\$0	\$0
	125,000,000							
Project Area #2 Palmdale Aerospace Village								
	150,000 units Commercial/Retail/Office	\$250 PSF	\$0	\$0	\$0	\$0	\$0	\$0
	37,500,000							
	1,500,000 SF Industrial/Warehouse	\$125 PSF	\$0	\$0	\$0	\$0	\$0	\$0
	187,500,000							
	130 units Other-Hotel	\$200,000 per room	\$0	\$0	\$0	\$0	\$0	\$0
	24,000,000							
Project Area #3 Runway Industrial Park								
	50,000 SF Commercial/Retail/Office	\$250 PSF	\$0	\$0	\$0	\$0	\$0	\$0
	12,500,000							
	1,200,000 SF Industrial/Warehouse	\$125 PSF	\$0	\$0	\$0	\$0	\$0	\$0
	150,000,000							
	426,888 SF Other-Specialized-Sports Complex	\$25 PSF	\$0	\$0	\$0	\$0	\$0	\$0
	10,672,200							
Project Area #4 Flight Path Industrial Park								
	100,000 SF Commercial/Retail/Office	\$250 PSF	\$0	\$0	\$0	\$0	\$0	\$0
	25,000,000							
	300,000 SF Industrial/Warehouse	\$125 PSF	\$0	\$0	\$0	\$0	\$0	\$0
	37,500,000							
Project Area #5 Plant 42								
	2,000,000 SF Industrial/Warehouse	\$125 PSF	\$0	\$0	\$0	\$0	\$0	\$0
	250,000,000							
Project Area #6 Palmdale Medical Campus								
	400,000 SF Commercial/Retail/Office	\$250 PSF	\$0	\$0	\$0	\$0	\$0	\$0
	100,000,000							
Project Area #7 Golden Spike District								
	90 units Residential-SF/Owner	\$350,000 per unit	\$0	\$0	\$0	\$0	\$0	\$0
	31,500,000							
	850 units Residential-Apts/Rental	\$175,000 per unit	\$0	\$0	\$0	\$0	\$0	\$0
	148,750,000							
	750,000 SF Commercial/Retail/Office	\$250 PSF	\$0	\$0	\$0	\$0	\$0	\$0
	187,500,000							
	220 rooms Other-Hotel	\$200,000 per room	\$0	\$0	\$0	\$0	\$0	\$0
	44,000,000							
	56 units Residential - Affordable Duplex	\$244,643 per unit	\$0	\$0	\$0	\$0	\$0	\$0
	13,700,000							
Project Area #8 Pelona Vista Parkway								
	150 units Residential-SF/Owner	\$350,000 per unit	\$0	\$0	\$0	\$0	\$0	\$0
	52,500,000							
	75,000 SF Commercial/Retail/Office	\$250 PSF	\$0	\$0	\$0	\$0	\$0	\$0
	18,750,000							
Project Area #9 Four Points Gateway								
	200 units Residential-SF/Owner	\$350,000 per unit	\$0	\$0	\$0	\$0	\$0	\$0
	70,000,000							
	30,000 SF Commercial/Retail/Office	\$250 PSF	\$0	\$0	\$0	\$0	\$0	\$0
	7,500,000							
Project Area #10 Ritter Ranch								
	4,000 units Residential-SF/Owner	\$350,000 per unit	\$0	\$0	\$0	\$0	\$0	\$0
	1,400,000,000							
	1,000 units Residential-Apts/Rental	\$175,000 per unit	\$0	\$0	\$0	\$0	\$0	\$0
	175,000,000							
Project Area #11 Anaverde Nuevo								
	600 units Residential-SF/Owner	\$350,000 per unit	\$0	\$0	\$0	\$0	\$0	\$0
	210,000,000							
	1,200 units Residential-Apts/Rental	\$175,000 per unit	\$0	\$0	\$0	\$0	\$0	\$0
	210,000,000							
	40,000 SF Commercial/Retail/Office	\$250 PSF	\$0	\$0	\$0	\$0	\$0	\$0
	10,000,000							
Subtotal Value Add								
\$3,538,872,200			\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed value (with 2% growth factor)			\$13,736,186,430	\$14,010,910,158	\$14,291,128,362	\$14,576,950,929	\$14,868,489,947	\$15,165,859,746
Incremental AV			\$11,640,518,878	\$11,915,242,606	\$12,195,460,810	\$12,481,283,377	\$12,772,822,395	\$13,070,192,194
Total tax increment @ 1%			\$116,405,189	\$119,152,426	\$121,954,608	\$124,812,834	\$127,728,224	\$130,701,922
Annual Increment to EFD								
Share of Tax Dollar Dedicated								
City	100.0%	6.43%	\$7,481,379	\$7,657,944	\$7,838,041	\$8,021,740	\$8,209,112	\$8,400,232
County	99.9%	17.44%	\$20,396,643	\$20,785,893	\$21,274,728	\$21,773,339	\$22,281,923	\$22,800,679
Current VLF In-Lieu			\$14,171,324					
Citywide AV			\$12,852,215,243					
Incremental VLF			\$0,001,0128					
Inc \$1M			\$1,102					
Total TI			\$40,613,286	\$41,571,786	\$42,549,456	\$43,546,679	\$44,563,846	\$45,601,357



The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ from those expressed in this analysis.

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Appendix D:

Fiscal Impact Analysis

DRAFT

Overview of Fiscal Impacts

	Annual (Stabilized Year 20)	Year 0-50 Nominal Total	Year 0-50 Present Value @ 3.0%
City of Palmdale			
Estimated Fiscal Revenues (Net of EIFD Contribution)	\$20,180,900	\$1,170,576,700	\$441,232,800
Estimated Fiscal Expenditures	\$12,764,300	\$737,357,100	\$276,854,800
Estimated Net Fiscal Impact to City	\$7,416,600	\$433,219,600	\$164,378,000
County of Los Angeles			
Estimated Fiscal Revenues (Net of EIFD Contribution)	\$33,333,375	\$1,788,845,500	\$688,585,500
Estimated Fiscal Expenditures	\$15,505,300	\$895,185,500	\$335,963,100
Estimated Net Fiscal Impact to County	\$17,828,075	\$893,660,000	\$352,622,400

Notes:

Estimated impacts upon Project build-out & stabilization in Year 20 (estimated in 2041/2042)

Assumes installation of necessary public infrastructure

Assumes 20-year absorption. Actual absorption will depend on market conditions and other factors.

Values in 2021 dollars

Key Land Use Assumptions (Stabilized Year 20)

Project Component	Rooms or DU	Building SF
Residential	8,090 DU	10,305,000 SF
Hotel	340 rooms	255,000 SF
Commercial / Retail		1,595,000 SF
Industrial		6,000,000 SF
Office		0 SF
Recreational		426,888 SF
Estimated Total Buildings		18,581,888 SF

Summary of Estimated Fiscal Impacts to City

Stabilized

	Year 5	Year 10	Year 15	Year 20	Year 30	Year 40	Year 50	Stabilized Escalation Rate	Year 0-50 Nominal Total	Year 0-50 Present Value @ 3.0%
	2026	2031	2036	2041	2051	2061	2071			
General Fund Revenues										
Property Tax	\$873,000	\$1,881,700	\$2,824,800	\$3,566,900	\$4,348,031	\$5,300,226	\$6,460,946	2.0%	\$180,199,200	\$70,426,700
Property Tax Contribution to EIFD	(\$873,000)	(\$1,881,700)	(\$2,824,800)	(\$3,566,900)	(\$4,348,031)	(\$5,300,226)	(\$6,460,946)	2.0%	(\$180,199,200)	(\$70,426,700)
Property Tax In-Lieu of MVLF	\$1,442,200	\$3,112,300	\$4,671,900	\$5,909,700	\$7,203,891	\$8,781,503	\$10,704,604	2.0%	\$298,464,600	\$116,622,700
Property Tax In-Lieu of MVLF Contribution to EIFD	(\$1,442,200)	(\$3,112,300)	(\$4,671,900)	(\$5,909,700)	(\$7,203,891)	(\$8,781,503)	(\$10,704,604)	2.0%	(\$298,464,600)	(\$116,622,700)
Property Transfer Tax	\$36,000	\$77,700	\$116,600	\$147,500	\$179,802	\$219,177	\$267,176	2.0%	\$7,449,300	\$2,910,700
Sales and Use Tax - Direct / On-Site	\$2,470,500	\$5,351,600	\$8,383,200	\$10,461,500	\$14,059,381	\$18,894,633	\$25,392,806	3.0%	\$609,139,000	\$230,126,900
Sales and Use Tax - Indirect / Off-Site	\$900,100	\$2,048,600	\$3,226,600	\$4,195,400	\$5,638,267	\$7,577,359	\$10,183,337	3.0%	\$242,566,700	\$91,134,700
Transient Occupancy Tax	\$370,200	\$944,300	\$1,691,800	\$1,961,200	\$2,635,689	\$3,542,145	\$4,760,347	3.0%	\$114,026,100	\$42,914,000
Business License Tax	\$66,000	\$142,100	\$222,700	\$277,800	\$373,340	\$501,738	\$674,294	3.0%	\$16,178,200	\$6,113,000
Other Licenses & Permits	\$113,100	\$258,300	\$406,100	\$531,000	\$713,620	\$959,045	\$1,288,876	3.0%	\$30,679,600	\$11,520,800
Fines & Forfeitures	\$13,200	\$30,200	\$47,400	\$62,000	\$83,323	\$111,979	\$150,490	3.0%	\$3,582,200	\$1,345,200
Franchise Fees	\$259,700	\$593,100	\$932,300	\$1,219,100	\$1,638,368	\$2,201,830	\$2,959,076	3.0%	\$70,435,800	\$26,449,900
Use of Money and Property	\$134,100	\$306,300	\$481,500	\$629,600	\$846,130	\$1,137,128	\$1,528,204	3.0%	\$36,376,700	\$13,660,200
Charges for Services	\$65,900	\$152,600	\$240,100	\$317,200	\$426,290	\$572,898	\$769,928	3.0%	\$18,295,500	\$6,861,100
Charges for Services - Development	\$55,700	\$129,000	\$202,900	\$268,200	\$360,438	\$484,399	\$650,992	3.0%	\$15,468,900	\$5,800,900
Other, Interest and Other	\$23,500	\$53,700	\$84,400	\$110,400	\$148,368	\$199,395	\$267,970	3.0%	\$6,378,700	\$2,395,400
Estimated Total Revenues	\$4,508,000	\$10,087,500	\$16,035,600	\$20,180,900	\$27,103,016	\$36,401,726	\$48,893,496		\$1,170,576,700	\$441,232,800
General Fund Expenditures										
Neighborhood Services	\$1,441,300	\$3,291,000	\$5,173,400	\$6,764,800	\$9,091,326	\$12,217,981	\$16,419,945	3.0%	\$390,848,600	\$146,770,900
Public Works	\$432,000	\$986,400	\$1,550,600	\$2,027,600	\$2,724,925	\$3,662,071	\$4,921,517	3.0%	\$117,148,000	\$43,991,200
Parks and Recreation	\$210,900	\$488,300	\$768,200	\$1,015,200	\$1,364,344	\$1,833,564	\$2,464,157	3.0%	\$58,553,200	\$21,957,700
Economic & Community Development	\$158,800	\$362,600	\$570,100	\$745,400	\$1,001,755	\$1,346,275	\$1,809,281	3.0%	\$43,067,000	\$16,172,500
City Manager	\$351,300	\$803,200	\$1,262,800	\$1,652,900	\$2,221,359	\$2,985,321	\$4,012,022	3.0%	\$95,483,100	\$35,850,900
Admin. Services	\$71,500	\$163,400	\$256,900	\$336,200	\$451,825	\$607,215	\$816,046	3.0%	\$19,421,600	\$7,292,300
Legal	\$43,100	\$98,600	\$155,000	\$202,900	\$272,681	\$366,460	\$492,492	3.0%	\$11,721,000	\$4,400,900
City Council	\$4,100	\$9,400	\$14,700	\$19,300	\$25,938	\$34,858	\$46,846	3.0%	\$1,114,600	\$418,400
Estimated Total Expenditures	\$2,713,000	\$6,202,900	\$9,751,700	\$12,764,300	\$17,154,152	\$23,053,746	\$30,982,306		\$737,357,100	\$276,854,800
Estimated Annual Net Fiscal Impact	\$1,795,000	\$3,884,600	\$6,283,900	\$7,416,600	\$9,948,864	\$13,347,980	\$17,911,189		\$433,219,600	\$164,378,000
Revenue / Cost Ratio	1.66	1.63	1.64	1.58	1.58	1.58	1.58		1.59	1.59

Notes:

Estimated impacts upon Project build-out & stabilization in Year 20 (estimated in 2041/2042)

Assumes installation of necessary public infrastructure

Assumes 20-year absorption. Actual absorption will depend on market conditions and other factors.

Values in 2021 dollars

Select years shown for illustration

Summary of Estimated Fiscal Impacts to County and other Taxing Entities

Stabilized

	Year 5	Year 10	Year 15	Year 20	Year 30	Year 40	Year 50	Stabilized Escalation Rate	Year 0-50 Nominal Total	Year 0-50 Present Value @ 3.0%
	2026	2031	2036	2041	2051	2061	2071			
County of Los Angeles Revenues										
Property Tax - County General	\$3,391,600	\$7,310,100	\$10,973,700	\$13,856,700	\$16,891,240	\$20,590,327	\$25,099,494	2.0%	\$700,038,700	\$273,593,900
Property Tax - County Fire	\$2,466,200	\$5,315,600	\$7,979,700	\$10,076,000	\$12,282,588	\$14,972,406	\$18,251,279	2.0%	\$509,038,500	\$198,946,000
Property Tax - County Contribution to EIFD	(\$2,369,600)	(\$5,107,500)	(\$7,667,200)	(\$9,681,500)	(\$11,801,694)	(\$14,386,200)	(\$17,536,697)	2.0%	(\$489,108,300)	(\$191,156,700)
Property Tax in Lieu of MVLF	\$1,270,900	\$2,742,600	\$4,117,000	\$5,207,700	\$6,348,157	\$7,738,368	\$9,433,028	2.0%	\$263,010,800	\$102,769,500
Property Transfer Tax	\$36,000	\$77,700	\$116,600	\$147,500	\$179,802	\$219,177	\$267,176	2.0%	\$7,449,300	\$2,910,700
Sales Tax (County Transportation) - Direct / On-Site	\$2,559,675	\$4,829,325	\$7,565,025	\$9,440,475	\$12,687,209	\$17,050,548	\$22,914,511	3.0%	\$550,358,900	\$208,220,300
Sales Tax (County Transportation) - Indirect / Off-Site	\$932,550	\$1,848,675	\$2,911,650	\$3,786,000	\$5,088,067	\$6,837,937	\$9,189,616	3.0%	\$219,140,000	\$82,442,600
Other Court Fines	\$68,700	\$156,800	\$246,500	\$322,300	\$433,144	\$582,110	\$782,307	3.0%	\$18,621,600	\$6,992,800
Penalties, Interest & Costs on Delinquent Taxes	\$38,000	\$86,700	\$136,300	\$178,200	\$239,486	\$321,849	\$432,538	3.0%	\$10,296,000	\$3,866,400
Estimated County Revenues	\$8,394,025	\$17,260,000	\$26,379,275	\$33,333,375	\$42,347,999	\$53,926,523	\$68,833,251		\$1,788,845,500	\$688,585,500
County of Los Angeles Expenditures										
Public Protection (adjusted - note below)	\$1,414,400	\$3,229,700	\$5,077,100	\$6,638,800	\$8,921,992	\$11,990,411	\$16,114,110	3.0%	\$383,569,300	\$144,037,500
General Government (adjusted - note below)	\$826,200	\$1,913,500	\$3,010,100	\$3,977,900	\$5,345,965	\$7,184,530	\$9,655,407	3.0%	\$229,432,200	\$86,038,200
Health and Sanitation	\$387,600	\$897,700	\$1,412,200	\$1,866,300	\$2,508,151	\$3,370,745	\$4,530,000	3.0%	\$107,641,800	\$40,366,200
Public Assistance	\$481,200	\$1,098,800	\$1,727,300	\$2,258,600	\$3,035,370	\$4,079,283	\$5,482,215	3.0%	\$130,494,700	\$49,003,200
Recreational and Cultural	\$158,600	\$367,300	\$577,900	\$763,700	\$1,026,349	\$1,379,327	\$1,853,700	3.0%	\$44,047,500	\$16,518,000
Estimated County Expenditures	\$3,268,000	\$7,507,000	\$11,804,600	\$15,505,300	\$20,837,827	\$28,004,297	\$37,635,433		\$895,185,500	\$335,963,100
Estimated County Net Fiscal Impact	\$5,126,025	\$9,753,000	\$14,574,675	\$17,828,075	\$21,510,172	\$25,922,226	\$31,197,818		\$893,660,000	\$352,622,400

Notes:

Assumes installation of necessary public infrastructure

Public Protection costs exclude Sheriff cost categories that overlap with City-funded Sheriff services (e.g. Patrol for Unincorporated Areas, Detective)

General government costs exclude non-recurring Capital Projects, Extraordinating Maintenance, and Appropriations for Contingencies

Values in 2021 dollars

Select years shown for illustration

Project Description

Project Component	Year 5 2026	Year 10 2031	Year 15 2036	Year 20 2041
Total Rental Residential - Units	1,100 DU	2,250 DU	3,050 DU	3,050 DU
Total For-Sale Residential - Units	1,480 DU	2,960 DU	4,040 DU	5,040 DU
Total Affordable Duplex Residential	56 DU	56 DU	56 DU	56 DU
Total Hotel - Rooms	100 rooms	220 rooms	340 rooms	340 rooms
Total Commercial / Retail - SF	680,000 SF	1,195,000 SF	1,595,000 SF	1,595,000 SF
Total Industrial - SF	1,900,000 SF	3,800,000 SF	5,200,000 SF	6,000,000 SF
Total Office - SF	0 SF	0 SF	0 SF	0 SF
Total Sports Complex - SF	426,888 SF	426,888 SF	426,888 SF	426,888 SF
Total Hotel - SF	75,000 SF	165,000 SF	255,000 SF	255,000 SF
Total Rental Residential - SF	990,000 SF	2,025,000 SF	2,745,000 SF	2,745,000 SF
Total For Sale Residential - SF	2,220,000 SF	4,440,000 SF	6,060,000 SF	7,560,000 SF
Total Building SF	6,291,888 SF	12,051,888 SF	16,281,888 SF	18,581,888 SF
Annual Escalation Factor	2.0%	1.13	1.24	1.37
Estimated A/V - Rental Residential	\$175K Per Unit	\$216,786,266	\$489,578,634	\$732,724,370
Estimated A/V - For-Sale Residential	\$350K Per Unit	\$583,352,133	\$1,288,135,783	\$1,941,118,987
Estimated A/V - Affordable Duplex	\$245K Per Unit	\$15,428,425	\$17,034,228	\$18,807,164
Estimated A/V - Hotel	\$200K Per Room	\$22,523,248	\$54,708,470	\$93,349,428
Estimated A/V - Commercial / Retail	\$250 PSF	\$191,447,611	\$371,458,075	\$547,398,300
Estimated A/V - Industrial	\$125 PSF	\$267,463,575	\$590,602,796	\$892,310,708
Estimated A/V - Office	\$250 PSF	\$0	\$0	\$0
Estimated A/V - Sports Complex	\$25 PSF	\$12,018,631	\$13,269,539	\$14,650,644
Total Estimated Assessed Value	\$1,309,019,889	\$2,824,787,526	\$4,240,359,601	\$5,363,749,489

Assumptions:

Hotel Rooms	750 SF Per Room
Apartments	900 SF Per Unit
SF Home	1,500 SF Per Unit
Affordable Duplex	1,100 SF Per Unit

Notes:

Adjusted for value appreciation assuming 2% annual escalation rate (statutory maximum).

Conservatively assuming no mark-to-market valuations above 2% growth to account for property transfers

Select years shown for illustration

Values in 2021 dollars



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Project Employment and Occupants

Project Component		Year 5 2026	Year 10 2031	Year 15 2036	Year 20 2041
Commercial / Retail - SF		680,000 SF	1,195,000 SF	1,595,000 SF	1,595,000 SF
Industrial - SF		1,900,000 SF	3,800,000 SF	5,200,000 SF	6,000,000 SF
Sports Complex - SF		426,888 SF	426,888 SF	426,888 SF	426,888 SF
Hotel - Rooms		100 Rooms	220 Rooms	340 Rooms	340 Rooms
Rental Residential SF		1,100 DU	2,250 DU	3,050 DU	3,050 DU
For Sale Residential SF		1,480 DU	2,960 DU	4,040 DU	5,040 DU
Affordable Duplex SF		56 DU	56 DU	56 DU	56 DU
Estimated # Employees (FTE)					
Commercial / Retail	500 SF / emp	1,360	2,390	3,190	3,190
Industrial	1,500 SF / emp	1,267	2,533	3,467	4,000
Office	275 SF / emp	0	0	0	0
Recreational	5,000 SF / emp	85	85	85	85
Hotel	1.5 room / emp	67	147	227	227
Apartments	50 DU / emp	22	45	61	61
Total Estimated # Employees (FTE)		2,801	5,200	7,030	7,563
Occupied Dwelling Units	95%	2,504 DU	5,003 DU	6,789 DU	7,739 DU
Residents	2.25 per DU	5,634	11,256	15,275	17,412
Employees Weighted at 50%	50%	1,400	2,600	3,515	3,782
Total Service Population (Residents + Empl.)		7,035	13,856	18,789	21,194
Occupied Hotel Rooms	70%	70 rooms	154 rooms	238 rooms	238 rooms
Hotel Guests	1.5 per room	105	231	357	357

Notes:

Average household size reflects City average household size and mix of single family and multifamily units

Select years shown for illustration

Values in 2021 dollars

Property Tax

		Year 5 2026	Year 10 2031	Year 15 2036	Year 20 2041
Estimated Assessed Value - Residential		\$815,566,824	\$1,794,748,646	\$2,692,650,521	\$3,503,386,971
Estimated Assessed Value - Non-Residential		\$493,453,065	\$1,030,038,880	\$1,547,709,080	\$1,860,362,518
Total Estimated Assessed Value		\$1,309,019,889	\$2,824,787,526	\$4,240,359,601	\$5,363,749,489
Total Secured Property Tax General Levy	1.00%	\$13,090,199	\$28,247,875	\$42,403,596	\$53,637,495
Estimated Unsecured Property Tax as % of Secured Non-Residential Value	10.00%	\$493,453	\$1,030,039	\$1,547,709	\$1,860,363
Total Estimated Secured + Unsecured Property Tax		\$13,583,652	\$29,277,914	\$43,951,305	\$55,497,857
Distributions to Taxing Entities					
City of Palmdale	6.43%	\$873,000	\$1,881,700	\$2,824,800	\$3,566,900
City Contribution to EIFD	(6.43%)	(\$873,000)	(\$1,881,700)	(\$2,824,800)	(\$3,566,900)
Net Property Tax to City	0.00%	\$0	\$0	\$0	\$0
Los Angeles County General	24.97%	\$3,391,600	\$7,310,100	\$10,973,700	\$13,856,700
Los Angeles County Fire	18.16%	\$2,466,200	\$5,315,600	\$7,979,700	\$10,076,000
County Contribution to EIFD	(17.44%)	(\$2,369,600)	(\$5,107,500)	(\$7,667,200)	(\$9,681,500)
Net Los Angeles County Distributions	25.68%	\$3,488,200	\$7,518,200	\$11,286,200	\$14,251,200

Notes:

General levy distributions primarily represent primary tax rate areas (TRAs)

Does not include property tax overrides above 1% general levy

Select years shown for illustration

Values in 2021 dollars

Source: Los Angeles County Auditor-Controller (2020)

Palmdale Share
County Share

Property Tax In-Lieu of Motor Vehicle License Fees (MVLf)

Total AV within CITY (FY 2018-19)	\$12,862,235,243			
Current Property Tax In-Lieu of MVLf (2018-2019)	\$14,171,324			
Prop Tax In-Lieu of MVLf per \$1M of AV	\$1,102			
	<i>Year 1</i>	<i>Year 5</i>	<i>Year 10</i>	<i>Year 20</i>
	2022	2026	2031	2041
Estimated Project Assessed Value	\$0	\$1,309,019,889	\$2,824,787,526	\$5,363,749,489
Incremental Property Tax In-Lieu of MVLf to City	\$0	\$1,442,200	\$3,112,300	\$5,909,700
City Contribution to EIFD	\$0	(\$1,442,200)	(\$3,112,300)	(\$5,909,700)
Net Incremental Property Tax In-Lieu of MVLf to City	\$0	\$0	\$0	\$0
Total AV within COUNTY (FY 2018-19)	\$1,529,882,495,000			
Current Property Tax In-Lieu of MVLf (2017-2018)	\$1,485,364,000			
Prop Tax In-Lieu of MVLf per \$1M of AV	\$971			
	<i>Year 1</i>	<i>Year 5</i>	<i>Year 10</i>	<i>Year 20</i>
	2022	2026	2031	2041
Estimated Project Assessed Value	\$0	\$1,309,019,889	\$2,824,787,526	\$5,363,749,489
Incremental Property Tax In-Lieu of MVLf to County	\$0	\$1,270,900	\$2,742,600	\$5,207,700

Notes:

Select years shown for illustration

Values in 2021 dollars

Source: Los Angeles County Auditor-Controller (2020)

Transient Occupancy Tax ("TOT")

	<i>Year 5</i> 2026	<i>Year 10</i> 2031	<i>Year 15</i> 2036	<i>Year 20</i> 2041
Estimated # Hotel Rooms	100 rooms	220 rooms	340 rooms	340 rooms
Average Daily Room Rate (ADR)	\$145	\$168	\$195	\$226
Average Occupancy Rate	70%	70%	70%	70%
Annual Hotel Room Receipts	\$3,702,432	\$9,442,692	\$16,917,579	\$19,612,110
TOT to City	10.0%	\$370,200	\$944,300	\$1,691,800
			\$1,691,800	\$1,961,200

Notes:

Adjusted for inflation assuming 3% annual inflation rate.

Select years shown for illustration.

Values in 2021 dollars.

Does not include additional indirect impacts on hotel stays induced by new commercial / industrial development

Property Transfer Tax

		Year 5 2026	Year 10 2031	Year 15 2036	Year 20 2041
Estimated Assessed Value		\$1,309,019,889	\$2,824,787,526	\$4,240,359,601	\$5,363,749,489
Estimated Property Turnover Rate		5.0%	5.0%	5.0%	5.0%
Estimated Value of Property Transferred		\$65,450,994	\$141,239,376	\$212,017,980	\$268,187,474
Total Transfer Tax	\$1.10 per \$1,000	\$72,000	\$155,400	\$233,200	\$295,000
Transfer Tax to City	\$0.55 per \$1,000	\$36,000	\$77,700	\$116,600	\$147,500
Transfer Tax to County	\$0.55 per \$1,000	\$36,000	\$77,700	\$116,600	\$147,500

Notes:

Select years shown for illustration

Values in 2021 dollars

Source: Los Angeles County Auditor-Controller (2020)

Sales Tax - Direct / On-Site

Project Component		Year 5 2026	Year 10 2031	Year 15 2036	Year 20 2041
Total Commercial / Retail SF		680,000 SF	1,195,000 SF	1,595,000 SF	1,595,000 SF
Total Industrial SF		1,900,000 SF	3,800,000 SF	5,200,000 SF	6,000,000 SF
Commercial / Retail - Sales Tax Generating SF	33%	224,400 SF	394,350 SF	526,350 SF	526,350 SF
Industrial - Sales Tax Generating SF	10%	190,000 SF	380,000 SF	520,000 SF	600,000 SF
Total - Sales Generating SF		414,400 SF	774,350 SF	1,046,350 SF	1,126,350 SF
Estimated Taxable Sales	\$275 PSF	\$132,110,874	\$286,181,953	\$448,299,282	\$559,436,182
Sales Tax to City	1.00%	\$1,321,109	\$2,861,820	\$4,482,993	\$5,594,362
Sales Tax to City - Palmdale Measure AV	0.75%	\$990,832	\$2,146,365	\$3,362,245	\$4,195,771
Use Tax as % of Sales Tax	12.00%	\$158,533	\$343,418	\$537,959	\$671,323
Sales and Use Tax to City - Direct		\$2,470,500	\$5,351,600	\$8,383,200	\$10,461,500
Sales Tax to County (Transportation)	2.25%	\$2,972,500	\$6,439,100	\$10,086,700	\$12,587,300
Measure H (Supportive Services)	0.25%	\$330,300	\$0	\$0	\$0
Net of Sales Transfer within County	(25%)	(\$743,125)	(\$1,609,775)	(\$2,521,675)	(\$3,146,825)
Sales Tax to County (Transportation)		\$2,559,675	\$4,829,325	\$7,565,025	\$9,440,475

Notes:

County sales tax for transportation per Prop A (0.5%), Prop C (0.5%), Measure R/M (0.5%), Revenue and Taxation Code Section 7203.1 (0.25%)

Measure H assumed through 2027

Taxable sales PSF factor escalated 3% annually

Select years shown for illustration.

Values in 2021 dollars.

Sales PSF escalator	1.16	1.34	1.56	1.81
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Sales Tax - Indirect / Off-Site

		Year 5 2026	Year 10 2031	Year 15 2036	Year 20 2041
Estimated # Employees		2,801	5,200	7,030	7,563
Estimated Annual Taxable Retail Spending / Empl.		\$6,701	\$7,768	\$9,005	\$10,439
Estimated Employee Taxable Retail Spending		\$18,766,455	\$40,395,684	\$63,302,910	\$78,953,061
Estimated Capture within City	75.0%	\$14,074,841	\$30,296,763	\$47,477,183	\$59,214,796
Estimated # Occupied Dwelling Units		2,504 DU	5,003 DU	6,789 DU	7,739 DU
Estimated Annual Taxable Retail Spending / HH		\$30,885	\$35,804	\$41,507	\$48,118
Estimated Resident Taxable Retail Spending		\$77,342,274	\$179,117,703	\$281,777,811	\$372,369,677
Estimated Capture within City	50.0%	\$38,671,137	\$89,558,851	\$140,888,905	\$186,184,839
Estimated # Occupied Hotel Rooms		70 rooms	154 rooms	238 rooms	238 rooms
Estimated Annual Taxable Retail Spending / Room		\$31,735	\$36,790	\$42,649	\$49,442
Estimated Resident Taxable Retail Spending		\$2,221,459	\$5,665,615	\$10,150,547	\$11,767,266
Estimated Capture within City	33.0%	\$733,081	\$1,869,653	\$3,349,681	\$3,883,198
Total Estimated Indirect Taxable Sales		\$53,479,060	\$121,725,267	\$191,715,769	\$249,282,833
Less Estimated Capture Within District Retail	(10.0%)	(\$5,347,906)	(\$12,172,527)	(\$19,171,577)	(\$24,928,283)
Net Indirect Taxable Sales		\$48,131,154	\$109,552,741	\$172,544,192	\$224,354,549
Sales Tax to City	1.00%	\$481,312	\$1,095,527	\$1,725,442	\$2,243,545
Sales Tax to City - Palmdale Measure AV	0.75%	\$360,984	\$821,646	\$1,294,081	\$1,682,659
Use Tax as % of Sales Tax	12.00%	\$57,757	\$131,463	\$207,053	\$269,225
Sales and Use Tax to City - Indirect		\$900,100	\$2,048,600	\$3,226,600	\$4,195,400
Sales Tax to County (Transportation)	2.250%	\$1,083,000	\$2,464,900	\$3,882,200	\$5,048,000
Measure H (Supportive Services)	0.25%	\$120,300	\$0	\$0	\$0
Net of Sales Transfer within County	(25%)	(\$270,750)	(\$616,225)	(\$970,550)	(\$1,262,000)
Sales Tax to County (Transportation)		\$932,550	\$1,848,675	\$2,911,650	\$3,786,000

Notes:

County sales tax for transportation per Prop A (0.5%), Prop C (0.5%), Measure R/M (0.5%), Revenue and Taxation Code Section 7203.1 (0.25%)

Employee spending estimates based on "Office Worker Retail Spending Patterns: A Downtown and Suburban Area Study," ICSC (2004).

Household spending based on average household income within City.

Hotel guest spending estimated based on American Hotel and Lodging Association (AHLA) data.

Adjusted for inflation assuming 3% annual inflation rate.

Select years shown for illustration.

Values in 2021 dollars.

Measure H assumed through 2027



The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ from those expressed in this analysis.

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City Service Population

City Population	156,910
City Employee Population	33,193
Employee Weighting for Service Population	0.5
Weighted # Employees	16,597
Total City Service Population	173,507

Source: CA Department of Finance 2020 Population Estimates, U.S. Census Bureau Center for Economic Studies (2020)

City Multiplier Revenue and Expenditure Factors

\$ 46,033,500

							Year 5	Year 10	Year 15	Year 20
Budget Category	FY 2020 Projected	Allocation Basis	Relevant City Population	Discount for Operational Efficiency	Per Capita Factor	Annual Escalation	2026	2031	2036	2041
Revenues										
Business License Tax	\$675,000	Employees	33,193	0%	\$20.34	3.0%	\$23.57	\$27.33	\$31.68	\$36.73
Other Licenses & Permits	\$2,407,000	Service Population	173,507	0%	\$13.87	3.0%	\$16.08	\$18.64	\$21.61	\$25.06
Fines & Forfeitures	\$281,000	Service Population	173,507	0%	\$1.62	3.0%	\$1.88	\$2.18	\$2.52	\$2.93
Franchise Fees	\$5,526,000	Service Population	173,507	0%	\$31.85	3.0%	\$36.92	\$42.80	\$49.62	\$57.52
Use of Money and Property	\$2,854,040	Service Population	173,507	0%	\$16.45	3.0%	\$19.07	\$22.11	\$25.63	\$29.71
Charges for Services	\$1,582,870	Residents	156,910	0%	\$10.09	3.0%	\$11.69	\$13.56	\$15.72	\$18.22
Charges for Services - Development	\$1,338,060	Residents	156,910	0%	\$8.53	3.0%	\$9.89	\$11.46	\$13.29	\$15.40
Other, Interest and Other	\$500,470	Service Population	173,507	0%	\$2.88	3.0%	\$3.34	\$3.88	\$4.49	\$5.21
Total Primary Revenues	\$15,164,440									
Expenditures										
Neighborhood Services	\$30,663,570	Service Population	173,507	0%	\$176.73	3.0%	\$204.88	\$237.51	\$275.34	\$319.19
Public Works	\$12,254,100	Service Population	173,507	25%	\$52.97	3.0%	\$61.41	\$71.19	\$82.52	\$95.67
Parks and Recreation	\$6,753,520	Residents	156,910	25%	\$32.28	3.0%	\$37.42	\$43.38	\$50.29	\$58.30
Economic & Community Development	\$4,505,140	Service Population	173,507	25%	\$19.47	3.0%	\$22.58	\$26.17	\$30.34	\$35.17
Total Non-Admin	\$54,176,330									
City Manager	\$16,970,750	% Non-Admin. Costs	\$54,176,330	50%	15.7%	N/A	15.7%	15.7%	15.7%	15.7%
Admin. Services	\$3,452,340	% Non-Admin. Costs	\$54,176,330	50%	3.2%	N/A	3.2%	3.2%	3.2%	3.2%
Legal	\$2,083,330	% Non-Admin. Costs	\$54,176,330	50%	1.9%	N/A	1.9%	1.9%	1.9%	1.9%
City Council	\$197,790	% Non-Admin. Costs	\$54,176,330	50%	0.2%	N/A	0.2%	0.2%	0.2%	0.2%
Total Admin	\$22,704,210	% Non-Admin. Costs	\$54,176,330	50%	21.0%	N/A	21.0%	21.0%	21.0%	21.0%
Total Primary Expenditures	\$76,880,540									

Notes:

Major case study revenues not shown include property tax, sales tax, transient occupancy tax

Adjusted for inflation assuming 3% annual inflation rate.

Select years shown for illustration.

BLT figure based on adopted budget 2019-20 estimate

Values in 2021 dollars.

Source: City of Palmdale 2020-2021 Adopted Budget, Page 62

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City Multiplier Revenues and Expenditures

	Year 5 2026	Year 10 2031	Year 15 2036	Year 20 2041
Estimated # Residents	5,634	11,256	15,275	17,412
Estimated # Employees	2,801	5,200	7,030	7,563
Commercial Employees	1,534	2,667	3,563	3,563
Industrial Employees	1,267	2,533	3,467	4,000
Total Project Service Population	7,035	13,856	18,789	21,194
Budget Category	2026	2031	2036	2041
Revenues				
Business License Tax	\$66,000	\$142,100	\$222,700	\$277,800
Other Licenses & Permits	\$113,100	\$258,300	\$406,100	\$531,000
Fines & Forfeitures	\$13,200	\$30,200	\$47,400	\$62,000
Franchise Fees	\$259,700	\$593,100	\$932,300	\$1,219,100
Use of Money and Property	\$134,100	\$306,300	\$481,500	\$629,600
Charges for Services	\$65,900	\$152,600	\$240,100	\$317,200
Charges for Services - Development	\$55,700	\$129,000	\$202,900	\$268,200
Other, Interest and Other	\$23,500	\$53,700	\$84,400	\$110,400
Total Multiplier Revenues	\$731,200	\$1,665,300	\$2,617,400	\$3,415,300
Expenditures				
Neighborhood Services	\$1,441,300	\$3,291,000	\$5,173,400	\$6,764,800
Public Works	\$432,000	\$986,400	\$1,550,600	\$2,027,600
Parks and Recreation	\$210,900	\$488,300	\$768,200	\$1,015,200
Economic & Community Development	\$158,800	\$362,600	\$570,100	\$745,400
City Manager	\$351,300	\$803,200	\$1,262,800	\$1,652,900
Admin. Services	\$71,500	\$163,400	\$256,900	\$336,200
Legal	\$43,100	\$98,600	\$155,000	\$202,900
City Council	\$4,100	\$9,400	\$14,700	\$19,300
Total Multiplier Expenditures	\$2,713,000	\$6,202,900	\$9,751,700	\$12,764,300

Notes:

Major case study revenues not shown include property tax, sales tax, transient occupancy tax

Adjusted for inflation assuming 3% annual inflation rate.

Select years shown for illustration.

Values in 2021 dollars.

Source: City of Palmdale 2020-2021 Adopted Budget



The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ from those expressed in this analysis.

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County Service Population

County Population	10,253,716
County Employee Population	4,593,835
Employee Weighting for Service Population	0.5
Weighted # Employees	2,296,918
Total County Service Population	12,550,634

Source: CA Department of Finance, CA Employment Development Department (2020)

County Multiplier Revenue and Expenditure Factors

							Year 5	Year 10	Year 15	Year 20
Budget Category	Adopted County Budget	Allocation Basis	Relevant County Population	Discount for Operational Efficiency	Per Capita Factor	Annual Escalation	2026	2031	2036	2041
Select General Fund Revenues										
Other Court Fines	\$ 105,681,000	Service Population	12,550,634	0%	\$8.42	3.0%	\$9.76	\$11.32	\$13.12	\$15.21
Penalties, Interest & Costs on Delinquent Taxes	\$ 58,434,000	Service Population	12,550,634	0%	\$4.66	3.0%	\$5.40	\$6.26	\$7.25	\$8.41
Total General Fund	\$ 164,115,000									
Primary Expenditures - Net County Cost										
Public Protection (adjusted - note below)	\$2,902,338,000	Service Population	12,550,634	25%	\$173.44	3.0%	\$201.06	\$233.09	\$270.21	\$313.25
Health and Sanitation	\$1,297,000,000	Resident Population	10,253,716	0%	\$126.49	3.0%	\$146.64	\$169.99	\$197.07	\$228.46
Public Assistance	\$1,217,000,000	Resident Population	10,253,716	50%	\$59.34	3.0%	\$68.80	\$79.75	\$92.46	\$107.18
General Government (adjusted - note below)	\$987,400,000	Service Population	12,550,634	25%	\$59.00	3.0%	\$68.40	\$79.30	\$91.93	\$106.57
Recreational and Cultural	\$249,000,000	Resident Population	10,253,716	0%	\$24.28	3.0%	\$28.15	\$32.64	\$37.83	\$43.86
Other	\$87,000,000	N/A								
Total Net County Cost	\$6,739,738,000									

Notes:

Public Protection costs exclude Sheriff cost categories that overlap with City-funded Sheriff services (e.g. Patrol for Unincorporated Areas, Detective)

General government costs exclude non-recurring Capital Projects, Extraordinary Maintenance, and Appropriations for Contingencies

Adjusted for inflation assuming 3% annual inflation rate.

Select years shown for illustration.

Values in 2021 dollars.

Source: County of Los Angeles 2019-2020 Recommended Budget

County Multiplier Revenues and Expenditures

	Year 5 2026	Year 10 2031	Year 15 2036	Year 20 2041
Estimated # Residents	5,634	11,256	15,275	17,412
Estimated # Employees	2,801	5,200	7,030	7,563
Total Project Service Population	7,035	13,856	18,789	21,194
Budget Category	2026	2031	2036	2041
<i>Select General Fund Revenues</i>				
Other Court Fines	\$68,700	\$156,800	\$246,500	\$322,300
Penalties, Interests & Costs on Delinquent Taxes	\$38,000	\$86,700	\$136,300	\$178,200
Total Select GF Revenues	\$106,700	\$243,500	\$382,800	\$500,500
<i>Primary Expenditures - Net County Cost</i>				
Public Protection (adjusted - note below)	\$1,414,400	\$3,229,700	\$5,077,100	\$6,638,800
General Government (adjusted - note below)	\$826,200	\$1,913,500	\$3,010,100	\$3,977,900
Health and Sanitation	\$387,600	\$897,700	\$1,412,200	\$1,866,300
Public Assistance	\$481,200	\$1,098,800	\$1,727,300	\$2,258,600
Recreational and Cultural	\$158,600	\$367,300	\$577,900	\$763,700
Total Primary Expenditures	\$3,268,000	\$7,507,000	\$11,804,600	\$15,505,300

Notes:

Public Protection costs exclude Sheriff cost categories that overlap with City-funded Sheriff services (e.g. Patrol for Unincorporated Areas, Detective)

General government costs exclude non-recurring Capital Projects, Extraordinarily Maintenance, and Appropriations for Contingencies

Adjusted for inflation assuming 3% annual inflation rate.

Select years shown for illustration.

Values in 2021 dollars.

Source: County of Los Angeles 2019-2020 Recommended Budget

Appendix E: General Plan and Transit Area Specific Plan Environmental Impact Report Links

City of Palmdale 1993 General Plan Environmental Impact Report:

<https://cityofpalmdale.org/DocumentCenter/View/4819/Final-General-Plan-EIR-PDF?bidId=>

City of Palmdale Transit Area Specific Plan Environmental Impact Report:

<https://cityofpalmdale.org/DocumentCenter/View/9219/Palmdale-Transit-Area-Specific-Plan-Initial-Study-PDF>

DRAFT



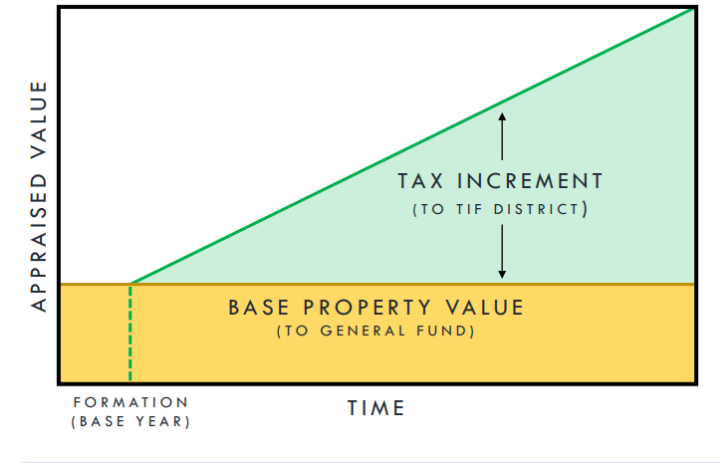
Palmdale Enhanced Infrastructure Financing District (EIFD)

Operations Cluster
October 20, 2021

What is an EIFD?

California Policy

- Tax Increment Financing allows local governments to finance public projects using future property tax revenue from new development
- No new or increased taxes – increase in property value drives growth in tax revenues



Enhanced Infrastructure Financing District (EIFD)

- EIFDs are a limited tax increment financing district created in 2014 after the dissolution of redevelopment agencies in 2012
- The City and County agree to contribute a portion of future tax increment to the EIFD to fund a list of infrastructure projects
- Public Financing Authority is the governing body of the EIFD: 3 members appointed by the City, 2 by the County

Los Angeles County EIFDs

EIFDs can help the County achieve housing, sustainability, and economic development goals:

La Verne EIFD – Approved

- City-County contributing property tax revenue to fund infrastructure around future Gold Line station adjacent to County Fairplex – mixed-use housing, station area infrastructure, and sustainable projects
- Status: formed by City in October 2017; L.A. County joined January 2020; fully formed and receiving tax increment

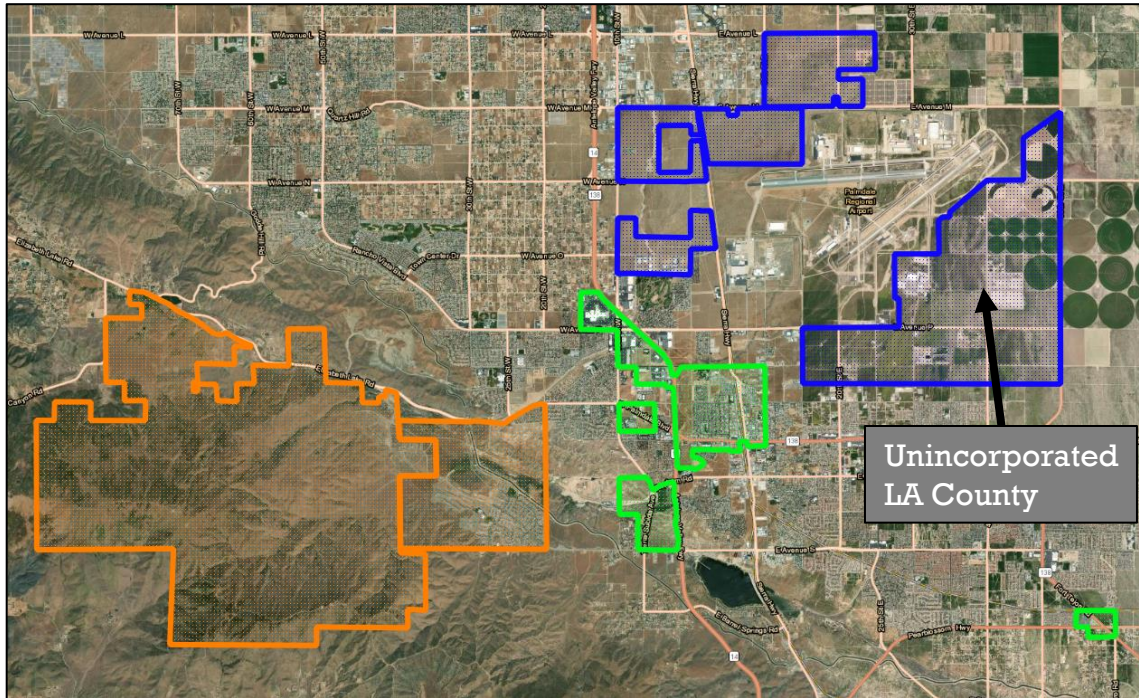


West Carson EIFD – Approved

- County unincorporated area to fund transit connections, open spaces, affordable housing, and utility upgrades that will benefit the BioTech park at Harbor-UCLA
- Status: Approved by the County in December 2020



EIFD Study Area



Total 22,971 acres, including 4,140 acres unincorporated County:

1. Area A – Palmdale Aerospace Corridor

- High quality job center
- USAF Plant 42, Palmdale Regional Airport, new industrial and commercial development

2. Area B – Palmdale Commercial Centers

- Transportation, medical, mixed use
- Palmdale Medical Campus, Transportation Center, mixed-use and Transit Oriented District

3. Area C – Las Colinas

- New housing opportunities
- Ritter Ranch and Anaverde residential projects

**Estimated 50-year \$1.2 billion tax increment revenues,
or \$271 million bonds for public infrastructure***

** Based on 100% City property tax contribution (17.43¢) with County match.*

EIFD Feasibility – EIFD Infrastructure Expenditures

- ✓ Critical infrastructure to improve connectivity, mobility, and support new development identified through Specific Plans and Public Works analysis to be funded by EIFD:

City of Palmdale - EIFD Infrastructure Project List (Phase I - 2022 to 2026)			
#	Location	Project	Est. Cost / Allocation
1	Palmdale Aerospace Village	Sierra Highway Detention Basin, Storm Drain, Sewer, Water and Street Improvements	\$23,987,016
2	Golden Spike District	Avenue R Detention Basin	\$11,872,869
3	Four Points Gateway	Pearblossom & Fort Tejon Sewer, Water, Street & Intersection Upgrades	\$3,954,359
4	Palmdale Aerospace Village	Avenue M Overpass/Grade Separation, Streets, Water, & Intersection Improvements	\$10,852,947
5	USAF Plant 42	Rancho Vista Blvd Overpass/Grade Separation	\$30,845,000
6	Avenue O**	Widening and median realignment to allow goods movement and reduce congestion	\$7,000,000
7	Palmdale Medical Campus	Water, Sewer, Drainage, & Street Improvements – Palmdale Blvd, Tierra Subida, Medical Center Dr	\$1,500,000
Total Phase I			\$90,012,191
City of Palmdale - EIFD Infrastructure Project List (Phase II - 2027 to 2031)			
#	Location	Project	Est. Cost/ Allocation
8	Antelope Valley County Service Center**	Antelope Valley County Service Center – evaluate feasibility of consolidating County Departments serving Antelope Valley	\$60,000,000
9	Pelona Vista Parkway	Ave S & SR 14 Interchange and Ave S & Tierra Subida Intersection Improvements	\$1,539,516
10	Runway Industrial Center	Water Line Upgrade & Extension - Ave M, Ave N, 10th St W & Sierra Hwy & Amargosa Creek Improvements	\$4,063,397
11	USAF Plant 42*	Water, Sewer, Drainage, & Street Improvements - Rancho Vista Blvd	\$2,000,000
12	The Hangar District	Water & Storm Drain Improvements - Ave L, Ave M, 10th St East & 20th St East	\$10,751,554
13	Pelona Vista Parkway	Ave S, Tierra Subida, & Rayburn/Ave R Water and Sewer Upgrades	\$3,852,589
14	Golden Spike District	Palmdale Blvd Corridor Improvements	\$2,000,000
15	Golden Spike District	Palmdale Multimodal Station	\$2,000,000
Total Phase II			\$86,207,056
TOTAL PHASE I & PHASE II PROJECTS			\$176,219,247

Estimated total project cost in 2021\$

* Infrastructure projects that will serve County Unincorporated Area adjacent to Plant 42.

** County Infrastructure projects.

EIFD Fiscal Impact to County

✓ Overall, EIFD demonstrates positive fiscal impact on County General Fund

Proposed Enhanced Infrastructure Financing District for					Palmdale						
County Contribution / Development Scenarios											
Scenario		County Contribution	City Contribution	Net to County (NPV)	Infrastructure Funding Requirement	Total Bond Proceeds	Revenue in Excess of bond payments	Total Available Funding	Infrastructure Funding Excess / Shortage	County Share in Excess (NPV)	Total County Share (NPV)
1	Base Case (No EIFD)	0%	0%	\$ 71,404,070							\$ 71,404,070
2	Expected EIFD	17%	17%	\$ 100,751,817	\$ 176,200,000	\$ 289,280,100	\$ 559,454,772	\$ 848,734,872	\$ 672,534,872	\$ 40,612,669	\$ 141,364,486

Net Impact to County General Fund:

\$ 69,960,416

Notes

Scenario 1

No EIFD. Net to County \$ is from tax revenue for parcels within the proposed EIFD project area with Assessed Values projected at 2% annual growth, Co. share is 24.97%.

Scenario 2

City contributes 100% to EIFD; County contributes 70% of its 24.97% share. Under this scenario, the EIFD projects will be fully funded by year 16. The City and County contributions to the EIFD will be limited to the amount sufficient to cover outstanding EIFD bonds in subsequent years. Excess EIFD revenues will be returned to the City and County.

Benefits of City – County Partnership

Critical investments needed in Antelope Valley to Support Regional Goals

- ✓ Infrastructure investments that benefit regional assets: Palmdale Regional Airport, High Speed Rail Station, High Desert Corridor, Palmdale Transportation Center and Palmdale Regional Medical Center

Fulfills key County objectives – Connect jobs, housing, transportation

- ✓ Economic development and high-wage job creation around airport, transportation, and medical facilities
- ✓ Diverse and affordable housing production
- ✓ Support policies, goals, and objectives in Antelope Valley Area of Countywide Sustainability Policy:



Goal 1: Resilient and healthy community environments where residents thrive in place



Goal 3: Equitable and sustainable land use and development without displacement



Goal 12: A commitment to realize OurCounty sustainability goals through creative, equitable, and coordinated funding and partnerships

Provides fiscal benefits to the region

- ✓ \$3.7 billion in potential new investment
- ✓ Approximately 42,924 construction-related jobs and 15,381 jobs from ongoing operation for the region
- ✓ Enhances application for State and Federal grants

Thank You

Questions?

City of Palmdale

383000 Sierra Highway Palmdale, CA 93550

Ph: (661) 267-5100

www.cityofpalmdale.org

Kosmont Companies

1601 N. Sepulveda Blvd. #382 Manhattan Beach, CA 90266

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Disclaimer

The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ from those expressed in this analysis.

Discussions or descriptions of potential financial tools that may be available to the City are included for informational purposes only and are not intended to be to be “advice” within the context of this Analysis.

Municipal Advisory activities are conducted through Kosmont Companies’ affiliate, Kosmont Transaction Services, which is Registered as a Municipal Advisor with the SEC and MSRB.

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	10/20/2021	
BOARD MEETING	11/09/2021	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Sheriff's Department	
SUBJECT	Approval of a Sole Source Contract with Tyler Technologies, Inc. for an Automated Civil Enforcement System	
PROGRAM	Commercial off-the-shelf implementation, configuration and maintenance of CivilServe, to provide an Automated Civil Enforcement System (ACES).	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The County already owns a perpetual license for this software Tyler does not certify, license, or otherwise endorse any third party to provide implementation services or future maintenance and support for its proprietary CivilServe product.	
DEADLINES/ TIME CONSTRAINTS	The Department currently relies on a 30-year old legacy system known as the Modified Automated Processing and Accounting System (MAPAS)	
COST & FUNDING	Total cost: \$12,126,606	Funding source: Civil Automation Fund
	TERMS : <ul style="list-style-type: none"> Initial term of six years following ACES implementation, with County's option to extend for an additional four one-year periods. 	
	Explanation: Cost will be fully funded by revenue generated from civil-enforcement service fees mandated and earmarked by state law (specifically, California Government Code §26731), and will be reflected in the Department's Civil Automation budget.	
PURPOSE OF REQUEST	To implement, maintain and support ACES for the Department's Civil Management Bureau.	
BACKGROUND (include internal/external issues that may exist)	The Department uses MAPAS to annually process 172,000 service requests and 1.4 million accounting entries valued at \$256 million. Replacement of MAPAS is urgent because of the risks of relying on a 30-year old legacy system. County already owns a perpetual license to CivilServe.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Angelo Faiella, (213) 229-3259, afaiell@lasd.org Sam Saad, I.T. Specialist I, (213) 229-1708, ssaad@lasd.org 	

November 9, 2021

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:

**APPROVAL OF A SOLE SOURCE CONTRACT WITH TYLER
TECHNOLOGIES, INC. FOR AN AUTOMATED CIVIL ENFORCEMENT SYSTEM
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval and execution of a Sole Source Contract (Contract) with Tyler Technologies, Inc. (Tyler) for the implementation and configuration of an Automated Civil Enforcement System (ACES) for the Department's Court Services Division, Civil Management Bureau.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to execute the attached Contract (Attachment A) with Tyler Technologies, Inc. for a Contract term commencing upon execution, and continuing for an initial term of six years from Tyler's successful implementation of ACES, with four additional one-year option periods, for a maximum term of ten years, and a maximum contract sum of \$12,126,606 for the entire term of the Contract.

2. Delegate authority to the Sheriff, or his authorized designee, to execute Change Notices and Amendments or otherwise modify the Contract as set forth in the Contract in order to: (1) add and/or update standard County contract provisions as required by the Board or the County's Chief Executive Officer (CEO); (2) exercise any of the extension option terms if it is in the best interest of the County; (3) effectuate the Assignment and Delegation provision under the Contract; (4) effectuate modifications that do not materially affect any term of the Contract; and (5) engage the Contractor to provide Optional Work (e.g. Programming Modifications, Configurations, and Professional Services) using available Pool Dollars, with concurrence of the County's Chief Information Officer (CIO), the Department's Office of Technology Planning, and approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department's Civil Management Bureau is responsible for enforcing civil court orders mandated by statutes in the California Code of Civil Procedures and the California Government Code. The current civil enforcement software is a critical component in enforcing those mandated civil court orders.

Under the proposed Contract, Tyler Technologies, Inc. will replace the existing legacy civil enforcement software with ACES, and provide implementation and ongoing maintenance and support services (Services). The proposed ACES will provide new and emerging technologies not previously available to the County.

Implementation of Strategic Plan Goals

The Services provided under this Contract support the County's Strategic Plan, Goal III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency: Support implementation of technological enhancements and acquisitions that increase efficiency (e.g. infrastructure, software, hardware, and applications), including replacement of obsolete legacy systems.

FISCAL IMPACT/FINANCING

ACES will be fully funded by revenue generated from civil-enforcement service fees mandated and earmarked by state law (specifically, California Government Code §26731), and will be reflected in the Department's Civil Automation budget.

The Contract costs are as follows:

Implementation Phase	\$ 4,345,106
Post-implementation Maintenance and Support-Ten Years	\$ 5,781,500
Pool Dollars for Optional Work	\$ 2,000,000
Maximum Contract Sum	Total of the above: \$ 12,126,606

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

ACES will replace a 30 year-old legacy civil enforcement system known as MAPAS. MAPAS was a custom-developed application that was previously developed and maintained by the former County Marshal's Office. The Department has used MAPAS since 1989 to enforce civil court orders. This enforcement activity is statutorily mandated by the California Code of Civil Procedures and the California Government Code.

Continuing to rely on MAPAS imposes risks because: (a) it runs on an obsolescent technical platform; (b) its accounting is obscure and nonstandard; (c) its internal controls do not conform to modern auditing standards; (d) its user interface is not intuitive and strains the Department's ability to efficiently train new staff to replace attrition (e) its data integrity controls are limited, making the system error-prone; (f) the technical documentation is sparse and opaque by modern standards; and (g) the persons most competent to provide maintenance and support are two of the remaining programmers who developed the system more than thirty years ago.

The Contract contains all Board-mandated provisions, as well as specific provisions applicable to information technology contracts that include security requirements, remedies against deficient performance or breach of warranties, technology errors and omissions, cyber insurance coverages, and intellectual property indemnification.

The CIO has reviewed this request and recommends approval. The CIO analysis is attached (Attachment B). The CEO's Risk Management Branch has reviewed and concurs with the provisions relating to insurance and indemnification. County Counsel has reviewed and approved this Contract as to form.

CONTRACTING PROCESS

In 2011, the County issued a Request for Proposals to replace MAPAS. Sierra Systems, Inc. (Sierra), the developer of MAPAS, was the highest scoring proposer. On March 19, 2013, your Board approved Agreement Number 77924 (Agreement) with Sierra to build a new Automated Civil Enforcement System. Sierra's proposal included the purchase of a transferable, perpetual license to a commercial software product,

CivilServe, which Sierra would then customize for the Department. At the time, CivilServe was a product of SoftCode, Inc. The Department has owned the perpetual license to use CivilServe since 2013.

Sierra failed to complete the customization of CivilServe due to staff turnover and an inability to attract and retain qualified personnel. The County and Sierra amicably terminated the Agreement. During this time, SoftCode, Inc. was acquired by Tyler. Over the past six years, Tyler made significant improvements to CivilServe's functionality, and has successfully implemented it in 24 other California counties.

Tyler verified that the County's perpetual license covers the current version of CivilServe. In April 2018, CivilServe was installed in the Department's data center for further evaluation. Tyler conducted two weeks of training for the Department's subject-matter experts and information technology staff at the Hall of Justice. After training, the subject-matter experts used CivilServe to run through a number of real-life cases, and compared how the same cases are handled by MAPAS.

From those activities the Department identified specific functional gaps that need to be addressed to ensure a successful implementation. The Department has developed a plan to address those gaps through a combination of (a) normal implementation activities such as software configuration, data conversion, interface building, and business-process redesign; and (b) small enhancements that Tyler would incorporate into the base ACES product.

In April 2018, the Department's subject-matter experts visited the San Bernardino County Sheriff's civil enforcement office to see the current version of CivilServe in actual business use. In a follow-up visit in May 2018, San Bernardino County's perceptions of the software's strengths and weaknesses, and Tyler's support, were discussed. From those visits the Department concluded that a CivilServe implementation project was likely to succeed.

In January 2019, the Department's subject-matter experts and information technology staff visited the Sacramento and San Diego Sheriffs' civil enforcement offices to examine the only other similar software product in use in California, and they determined that CivilServe offered significant advantages.

In summary, the Department has negotiated a Sole Source Contract with Tyler for ACES that considers the following facts: (a) the County already owns a perpetual license to CivilServe valued at \$1.4 million; (b) the Department has successfully installed and thoroughly analyzed CivilServe's functionality, (c) the Department has determined CivilServe's superiority to the only other comparable software product in the marketplace; (d) only Tyler, the developer of CivilServe, has the appropriate resources

for the implementation; and (e) Tyler does not authorize, license, or otherwise certify any third-party to maintain, support, and/or modify its proprietary software.

On July 18, 2019, pursuant to Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into negotiations for a Sole Source Contract with Tyler Technologies, Inc.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this proposed Sole Source Contract will allow the Department to utilize its perpetual license for the replacement ACES system as part of its continued effort to replace its legacy systems with current technologies that can be fully supported by their respective manufacturers.

CONCLUSION

Upon approval by the Board, please return a copy of the adopted Board letter and two original executed copies of Contract to the Department's Contracts Unit.

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

PETER LOO
ACTING CHIEF INFORMATION
OFFICER

AV:TL:tl
(Fiscal Administration/Contracts Unit)

Enclosures

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Rodrigo A. Castro-Silva, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Cammy C. DuPont, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Robin A. Limon, Assistant Sheriff
Jorge A. Valdez, Chief of Staff
LaJuana, J. Haselrig, Chief, Court Services Division (CSD)
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Brian Yanagi, A/Chief, Technology and Support Division (TSD)
Glen C. Joe, Assistant Division Director, ASD
Allen M. Castellano, Commander, CSD
Daniel J. Dyer, Commander, CSD
Jesus Carrasco, Captain, Civil Management Bureau (CMB)
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)
David E. Culver, Assistant Director, FAB, Contracts Unit
Vanessa C. Chow, Sergeant, ASD
Angelo Faiella, Manager, Contracts Unit
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Fredrik Nazarbegan, Information Technology Manager III, TSD
Gerald Wacker, Principal Information Systems Analyst, CMB
Sam S. Saad, Information Technology Specialist I, CMB
Kristine D. Corrales, Deputy ASD
Tony Liu, Contract Analyst, Contracts Unit
Robert G. Lozada, Contract Analyst, Contracts Unit
(Contracts – Tyler Technologies 11-09-21)

CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
TYLER TECHNOLOGIES, INC.
FOR
Automated Civil Enforcement System (ACES)

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EXHIBITS

Exhibit A Statement of Work

- Attachment A.1 Intentionally Omitted
- Attachment A.2 Procedures for Conveyance & Acceptance of Deliverables
- Attachment A.3 Project Control Document [Placeholder]
- Attachment A.4 Documentation Exemplars

Exhibit B Solution Requirements

- Attachment B.1 [REDACTED] (REDACTED)
- Attachment B.2 [REDACTED] (REDACTED)
- Attachment B.3 [REDACTED] (REDACTED)
- Attachment B.4 [REDACTED] (REDACTED)
- Attachment B.5 [REDACTED] (REDACTED)
- Attachment B.6 [REDACTED] (REDACTED)
- Attachment B.7 [REDACTED] (REDACTED)
- Attachment B.8 [REDACTED] (REDACTED)
- Attachment B.9 [REDACTED] (REDACTED)
- Attachment B.10 [REDACTED] (REDACTED)

Exhibit C Service Level Agreement

Exhibit D Pricing Schedule

- Attachment D.1 Optional Work Schedule

- Exhibit E Contractor's EEO Certification
- Exhibit F County Administration
- Exhibit G Contractor Administration
- Exhibit H Contractor Confidentiality Agreement
- Exhibit I Jury Service Ordinance
- Exhibit J Safely Surrendered Baby Law
- Exhibit K SoftCode License Agreement
- Exhibit L Source Code Escrow Agreement
- Exhibit M Application Security Requirements
- Exhibit N Compliance with Encryption Requirements

CONTRACT
BETWEEN
COUNTY OF LOS ANGELES
AND
TYLER TECHNOLOGIES, INC.
FOR
AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

This Contract is entered into this _____ day of _____, 2021 by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter "County"), and Tyler Technologies, Inc. (hereinafter "Contractor") (hereinafter collectively also the "parties").

RECITALS

WHEREAS, Contractor is qualified by reason of experience, preparation, organization, qualifications and staffing to provide to County the Work, as defined below, contemplated by this Contract; 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.

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 document (hereinafter "Base Contract"), along with Exhibits A, B, C, D, E, F, G, H, I, J, K, M, and N including all Attachments thereto, attached hereto and Exhibit L while not attached hereto shall become part of this Contract upon the Effective Date, all described in this Paragraph 1.1 below and incorporated herein by reference, collectively form, and throughout and hereinafter are referred to as, the "Contract". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any Task, subtask, Deliverable, goods, service or other work, or otherwise, between this Base Contract and the Exhibits, or between the Exhibits and Attachments, such conflict or inconsistency shall be resolved by giving precedence first to this Base Contract, and then to the Exhibits and Attachments according to the following descending priority:

Exhibit A Statement of Work

Attachment A.1	Intentionally Omitted
Attachment A.2	Procedures for Conveyance & Acceptance of Deliverables
Attachment A.3	Project Control Document [Placeholder]
Attachment A.4	Documentation Exemplars

Exhibit B Solution Requirements

Attachment B.1	██████████ (REDACTED)
Attachment B.2	██████████ (REDACTED)

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Attachment B.3 [REDACTED] (REDACTED)
Attachment B.4 [REDACTED] (REDACTED)
Attachment B.5 [REDACTED] (REDACTED)
Attachment B.6 [REDACTED] (REDACTED)
Attachment B.7 [REDACTED] (REDACTED)
Attachment B.8 [REDACTED] (REDACTED)
Attachment B.9 [REDACTED] (REDACTED)
Attachment B.10 [REDACTED] (REDACTED)

Exhibit C Service Level Agreement

Exhibit D Pricing Schedule

Attachment D.1 Optional Work Schedule

Exhibit E Contractor's EEO Certification

Exhibit F County Administration

Exhibit G Contractor Administration

Exhibit H Confidentiality Agreement

Exhibit I Jury Service Ordinance

Exhibit J Safely Surrendered Baby Law

Exhibit K SoftCode License Agreement

Exhibit L Source Code Escrow Agreement

Exhibit M Application Security Requirements

Exhibit N Compliance with Encryption Requirements

1.2 ENTIRE CONTRACT

This Contract, 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 Contract.

1.3 CAPTIONS AND PARAGRAPH HEADINGS

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

1.4 DEFINITIONS

The terms and phrases in this Paragraph 1.4 in quotes and with initial letter capitalized, where applicable, whether singular or plural, shall have the particular meanings set forth below whenever such terms are used in this Contract, unless otherwise apparent from the context in which they are used.

1.4.1 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.

1.4.2 Acceptance Test

The term “Acceptance Test(s)” shall have the meaning set forth in Paragraph 11.1 (Acceptance Tests).

1.4.3 Additional Product(s)

The term “Additional Product(s)” shall mean any software, hardware, or material that Contractor may provide to County under this Contract in order to meet related business needs not contemplated on the Effective Date, or in the original Statement of Work and/or Solution Requirements hereto, in accordance with Paragraph 5.1.4 (Optional Work).

1.4.4 Additional Services

The term “Additional Services” shall mean consulting, training, data conversion, or other services that Contractor may provide to County under this Contract in order to meet related business needs not contemplated on the Effective Date, or in the original Statement of Work hereto, in accordance with Paragraph 5.1.4 (Optional Work).

1.4.5 Amendment

The term “Amendment” shall mean a written instrument prepared and executed by the authorized representatives of the parties, which revises and/or adds terms and conditions to this Contract affecting the scope of Work, Term, payments or any term or condition. All Amendments shall be approved and executed by the parties in accordance with Paragraph 4.3 (Amendments).

1.4.6 Application Modifications

The term “Application Modification(s)” shall mean Configurations, Programming, Programming Modifications, Software Updates, and any Replacement Products that Contractor provides to County under this Contract.

1.4.7 Application Software (also “ACES”, “Solution” or “Solution Software”)

The terms “Application Software”, “ACES”, “Solution”, or “Solution Software” shall refer to the Baseline Software licensed to County by Contractor pursuant to Exhibit K (SoftCode License Agreement), together with Application Modifications.

1.4.8 Automated Civil Enforcement System

The term “Automated Civil Enforcement System (ACES)” shall have the same meaning as the terms “Solution”, “Solution Software”, or “Application Software”.

1.4.9 Base Contract

The term “Base Contract” shall mean and refer to the terms, conditions and other provisions set forth in this document, as further defined in Paragraph 1.1 (Interpretation) above.

1.4.10 Baseline Software

The term “Baseline Software” shall mean the commercially available software, licensed and provided to County by Contractor pursuant to Exhibit K to the Base Contract, and implemented

by Contractor pursuant to this Contract as part of Solution Implementation to meet some or all Solution Requirements.

1.4.11 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.

1.4.12 Business Continuity (Disaster Recovery)

The term “Business Continuity (Disaster Recovery)” shall have the meaning set forth in Paragraph 4.4 of Exhibit C (Service Level Agreement).

1.4.13 Business Day

The term “Business Day” shall mean any day of eight working hours from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County observed holidays.

1.4.14 Business Hours

The term “Business Hours” shall mean hours on Business Days between 8:00 am and 5:00 pm Pacific Time.

1.4.15 Change Notice

The term “Change Notice” shall have the meaning set forth in Paragraph 4.2 (Change Notices), of this Contract.

1.4.16 Confidential Information

The term “Confidential Information” shall have the meaning set forth in Paragraph 2 (Definitions), of Attachment B.10 (Information Security Privacy Requirements), of this Contract.

1.4.17 Configurations

The term “Configuration(s)” shall mean a type of modification to the Baseline Software or Application Software as applicable, to a) initialize a database with directly loaded data, b) set parameter values in software, or c) activate or inactivate portions of software, any combination of which may be provided by Contractor during the term of this Contract upon County’s election as part of Solution Implementation or as part of Optional Work in order for the Solution to meet existing or future Solution Requirements specified by County.

1.4.18 Contract

The term “Contract” shall have the meaning set forth in Paragraph 1.1 (Interpretation).

1.4.19 Contract Sum

The term “Contract Sum” shall mean the total monetary amount authorized to be payable by County to Contractor under this Contract, as set forth in Paragraph 8.1 (Maximum Contract Sum).

1.4.20 Contractor’s Key Staff

The term “Contractor’s Key Staff” shall have the meaning set forth in Paragraph 3.3 (Approval of Contractor’s Staff).

- 1.4.21 COTS; COTS Product
The term “COTS” shall mean “commercial off-the-shelf” when used as a descriptor for ‘software’ or ‘product’.
- 1.4.22 County
The term “County” shall mean the County of Los Angeles, a political subdivision of the State of California, including its Sheriff’s Department and all other departments governed by the County Board of Supervisors.
- 1.4.23 County Materials
The term “County Materials” shall have the meaning set forth in Paragraph 16.1 (County Materials), of this Contract.
- 1.4.24 Cutover; Production Cutover
The terms “Cutover” or “Production Cutover” means the sequence of activities taking place during a particular timeframe by which ACES is put into actual business use, as further defined in Exhibit A (Statement of Work).
- 1.4.25 Data Conversion
The term “Data Conversion” shall mean and refer to the process set forth in Paragraph 2.5 of Exhibit A (Statement of Work).
- 1.4.26 Deficiency; Deficiencies; Defect(s)
The terms “Deficiency(ies)” and “Defect(s)”, whether singular or plural, shall mean a condition in which a System’s availability, accessibility, performance, throughput, response time, functionality, behavior, or condition deviates from what is normal or acceptable, based on the then-current specifications, the Functional Requirements, and performance history. The Application Software is “Defective” if it contains a Defect.
- 1.4.27 Deficiency Credits
The term “Deficiency Credits” shall mean credits or any other form of discount to be applied to the applicable Service Fees for ACES Unscheduled Downtime, or for Contractor’s failure to respond to County’s notice within a prescribed period of time depending on the Priority Level of ACES Deficiency, as further specified in Paragraph 8.2.3 of this Base Contract, and Paragraph 2.2 (Support Services) of Exhibit C (Service Level Agreement).
- 1.4.28 Deliverable; deliverable
The terms “Deliverable(s)” and “deliverable(s)” shall mean any item, items and/or Services provided or to be provided by Contractor under this Contract, including any of the numbered Deliverables set forth in Exhibit A (Statement of Work).
- 1.4.29 Department
The term “Department” shall mean the Los Angeles County Sheriff’s Department.
- 1.4.30 Intentionally Omitted

- 1.4.31 Disabling Device
- The term “Disabling Device” shall having the meaning set forth in Paragraph 12.1 (General Warranties) of the Contract.
- 1.4.32 Dispute Resolution Procedure
- The term “Dispute Resolution Procedure” shall have the meaning set forth in Paragraph 51 (Dispute Resolution Procedure).
- 1.4.33 Documentation
- The term “Documentation” shall mean any and all hard-copy and electronic written materials provided or made available by Contractor under this Contract, including but not limited to documentation relating to the Application Software, such as user guides, manuals and reference materials.
- 1.4.34 Effective Date
- The term “Effective Date” shall mean the date of execution of this Contract by County and the authorized representative(s) of Contractor, whichever is later.
- 1.4.35 Final Acceptance
- The term “Final Acceptance” as used in this Contract shall mean that County has accepted the Solution, in the form of a written sign-off, as meeting the Solution Requirements as set forth in Exhibit B and elsewhere throughout this Contract according to mutually agreeable criteria and the processes set forth in the parties’ Statement of Work and Project Plan.
- 1.4.36 Holdback
- The term “Holdback” shall have the meaning set forth in Paragraph 9.6 (Holdback).
- 1.4.37 Implementation
- The term “Implementation” shall mean the period in time Contractor shall implement the Solution, which period shall be from the Effective Date of this Contract through the Solution’s Final Acceptance by County.
- 1.4.38 Initial Term
- The term “Initial Term” shall have the meaning set forth in Paragraph 7 (Term).
- 1.4.39 Interface
- The term “Interface(s)” shall mean the software mechanism, or set of software mechanisms, used for the transfer of electronic data and/or software commands among and between computer systems including the Solution and any Interfaced system, networks, applications, modules and users, previously provided or to be provided by Contractor to County during the term of this Contract as part of Solution Implementation or Optional Work.
- 1.4.40 License
- The term “License” shall mean the terms and conditions granting County and their Users rights to use the Solution Software licensed by Contractor under this Contract, as set forth in Paragraph 10.2 (License).
- 1.4.41 Intentionally Omitted

- 1.4.42 **Maintenance Period**
- The term “Maintenance Period” shall mean the period from Production Cutover through the end of the Term of this Contract.
- 1.4.43 **Maintenance and Support**
- The term “Maintenance & Support” shall mean and include maintenance services and support services provided by Contractor in accordance with Paragraph 5.1.3 (M&S) of this Contract, and as further specified in Exhibit C (Service Level Agreement).
- 1.4.44 **Maximum Fixed Price**
- The term “Maximum Fixed Price” shall mean the maximum amount to be paid by County to Contractor for any Optional Work to be provided by Contractor, as approved by County, in accordance with Paragraph 5.1.4 (Optional Work).
- 1.4.45 **Option Term**
- As used herein, the term “Option Term” shall have the meaning set forth in Paragraph 7 (Term).
- 1.4.46 **Optional Work**
- The term “Optional Work” shall mean Additional Products and/or Additional Services that may be provided by Contractor to County during the Term of this Contract upon County’s request and approval therefore, in accordance with 5.1.4 (Optional Work), and as appended to Schedule D.1 (Optional Work Schedule) to Exhibit D (Pricing Schedule).
- 1.4.47 **Pool Dollars**
- The term “Pool Dollars” shall mean the amount allocated under this Contract for the provision by Contractor of Optional Work during the Term of this Contract, as set forth in Paragraph 8.1.4.
- 1.4.48 **Intentionally Omitted**
- 1.4.49 **Production Cutover; Cutover**
- The terms “Production Cutover” or “Cutover” means the sequence of activities taking place during a particular timeframe by which ACES is put into actual business use, as further defined in Exhibit A (Statement of Work).
- 1.4.50 **Production Environment**
- The term “Production Environment” shall mean the Solution Environment to be used for actual business use of ACES.
- 1.4.51 **Production; Production Use**
- The terms “Production” and “Production Use” shall mean the actual business use of ACES by County.
- 1.4.52 **Professional Services**
- The term “Professional Service(s)” shall have the same meaning as “Optional Work” as defined in Paragraph 1.4.47 (Optional Work), as well as any other Services that Contractor may provide to County throughout the Term of this Contract, and which may include but is not be limited to, training, consulting Services, programming and/or other Services requiring Contractor’s expertise.

1.4.53 Programming; Programming Modification

The terms “Programming; Programming Modification(s)” shall mean a type of modification to the Baseline Software, the Application Software, or Interfaces as applicable, that may be provided by Contractor during the term of the Contract, upon County’s election, in order for the Solution to meet existing or future Requirements specified by County. Once accepted and approved by County, the product of any Programming or Programming Modification shall become part of, and be deemed, Application Software for the purpose of this Contract.

1.4.54 Project

The term “Project” shall mean the Implementation of, and Maintenance and Support for, the ACES Solution, and any other related Work that may be provided by Contractor in accordance with the terms of this Contract.

1.4.55 Project Control Document; PCD

The terms “Project Control Document” and “PCD” shall have the meanings set forth in Paragraph 2.1 of Exhibit A (Statement of Work).

1.4.56 Project Schedule

The term “Project Schedule” shall have the meaning set forth in Paragraph 2.1.1.14 (Project Schedule) of Exhibit A (Statement of Work).

1.4.57 Project Review

The term “Project Review” shall have the meaning set forth in Paragraph 1.7.7 of Exhibit A (Statement of Work).

1.4.58 Release Conditions

The term “Release Condition(s)” shall have the meaning set forth in Paragraph 10.3.3 (Source Code Release Conditions).

1.4.59 Replacement Product

The term “Replacement Product” shall mean any product that Contractor licenses or releases as an upgrade of, successor to, replacement of, or complement to, the implemented Solution, to achieve or provide efficiencies in delivering the functions that are defined in Exhibit B (Solution Requirements), or as further specified in Paragraph 12.4 (Continuous Product Support).

1.4.60 Resolution Time

The term “Resolution Time” shall have the meaning set forth in Paragraph 5.2 (Resolution of Deficiencies) of Exhibit C (Service Level Agreement).

1.4.61 Response Time

The term “Response Time” shall have the meaning set forth in Attachment C.4 to Exhibit C (Service Level Agreement).

1.4.62 Scheduled Downtime

The term “Scheduled Downtime” shall have the meaning set forth in Exhibit C (Service Level Agreement).

- 1.4.63 **Security**
- The term “Security” shall have the meaning set forth in Attachment B.10 (Information Security and Privacy Requirements) to Exhibit B (Statement of Work) of the Contract.
- 1.4.64 **Self Escrow**
- As used herein, the term “Self Escrow” shall have the meaning set forth in Paragraph 10.3.1 (Source Code Escrow).
- 1.4.65 **Service Fees**
- The term “Service Fee(s)” shall mean and include the fees to be paid by County to Contractor for the provision of Solution Implementation and/or M&S Services under this Contract in accordance with the terms of this Contract, Exhibit A (Statement of Work), Exhibit C (Service Level Agreement), and Exhibit D (Pricing Schedule).
- 1.4.66 **Service Level Agreement; SLA**
- The terms “Service Level Agreement” and “SLA” shall mean and refer to the provisions of Exhibit C (Service Level Agreement) including all Attachments thereto.
- 1.4.67 **Services**
- The term “Services” shall mean Services related to Solution Implementation, M&S, any Services that are part of Optional Work, and any other Services that may be provided by Contractor under this Contract.
- 1.4.68 **Software Updates; Updates**
- The terms “Software Update(s)” or “Updates” shall mean and include any additions to and/or replacements to the Solution Software, available or made available during the term of the Contract, and shall include all Application Software performance and functionality enhancement releases, new Version Releases, Solution Software upgrades, improvements, interim updates, including fixes and patches, Defect corrections, and any other modifications to the Application Software, including but not limited to those required for the Solution to remain in compliance with applicable Federal and State laws and regulations and the terms of this Contract, provided by Contractor in accordance with Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement), with all Attachments thereto.
- 1.4.69 **Solution, (also “ACES”, “Solution Software” or “Application Software”)**
- The term “Solution” shall have the same meaning as “ACES”, “Solution Software” or “Application Software”.
- 1.4.70 **Solution Availability**
- The term “Solution Availability” shall mean the percentage of time that ACES was available for use with no degradations, outages, or performance problems, in relation to the total time in that time period, excluding any portion of that time period when ACES was affected by problems in the Technical Infrastructure that were anticipated as an acceptable risk in the Technical Infrastructure Report.
- 1.4.71 **Solution Environment**
- The term “Solution Environment” shall mean the software environment in which ACES resides, including all Contractor-provided and County-provided software allocated for the Solution.

- 1.4.72 **Solution Implementation**
- The term “Solution Implementation” shall mean and refer to all goods and Services for implementing the Solution pursuant to Paragraph 5.1.2 (Solution Implementation) of this Contract.
- 1.4.73 **Solution Requirements; Requirements**
- The terms “Solution Requirements” or “Requirements” mean all properties of ACES, as set forth in Exhibit B (Solution Requirements) including all Attachments thereto.
- 1.4.74 **Solution Software, (also “Solution” or “Application Software”)**
- The term “Solution Software” shall have the same meaning as “ACES”, “Solution” or “Application Software”.
- 1.4.75 **Source Code**
- The term “Source Code” shall mean the human-readable computer programs that can be run through a standard compiler, interpreter, or development toolset to generate executable computer files which in turn actually process data and business transactions. Source Code allows engineers to modify, customize, and enhance the software.
- 1.4.76 **Source Code Escrow**
- The term “Source Code Escrow” shall have the meaning set forth in Paragraph 10.3.1 (Source Code Escrow).
- 1.4.77 **Source Code Escrow Agreement**
- The term “Source Code Escrow Agreement” shall mean any agreement, including all addenda, amendments and modifications thereto, for depositing into escrow the Source Code for the Application Software in accordance with Paragraph 10.3.1 (Source Code Escrow), incorporated into this Contract by reference as Exhibit L (Source Code Escrow Agreement).
- 1.4.78 **State**
- The term “State” means the State of California.
- 1.4.79 **Statement of Work; SOW**
- The terms “Statement of Work” and “SOW” shall mean the Work to be provided by Contractor pursuant to this Contract, including Exhibit A (Statement of Work) with all Attachments thereto, which may be identified in terms of Tasks, Subtasks and Deliverables.
- 1.4.80 **System**
- The term “System” shall mean the software and data comprising the Solution Environment, and the Technical Infrastructure upon which the Solution resides.
- 1.4.81 **Task; task; Subtask; subtask**
- The terms “Task(s)”, “task(s)”, “Subtask(s)” and “subtask(s)” shall mean one of the areas of work to be performed under this Contract, including those that may be identified as numbered Tasks and Subtasks in Exhibit A (Statement of Work).

1.4.82 Technical Infrastructure

The term “Technical Infrastructure” means County’s computing hardware, operating-system software, database-management software, network software, driver software, and similar components, upon and within which the Solution operates.

1.4.83 Term

The term “Term” shall have the meaning set forth in Paragraph 7 (Term).

1.4.84 Test Environment

The term “Test Environment” shall mean that component of the Solution Environment set up by Contractor as part of Solution Implementation pursuant to Exhibit A (Statement of Work) for non-Production Use of the Solution; e.g. software development, installation, testing of software and Interfaces, and training.

1.4.85 Third-Party Software

The term “Third-Party Software” shall mean any software of third parties that may be provided, maintained and/or supported by Contractor under this Contract as part of the Solution.

1.4.86 Transition Services

The term “Transition Services” shall have the meaning set forth in Paragraph 24.2 (Termination Transition Services).

1.4.87 Unscheduled Downtime

The term “Unscheduled Downtime” shall mean the period during which the Solution or Solution component cannot be accessed due to a Defect, as further specified in Exhibit C (Service Level Agreement).

1.4.88 Updates; Software Updates

The terms “Update(s)” or “Software Update(s)” shall mean and include any additions to and/or replacements to the Solution Software, available or made available during the term of the Contract, and shall include all Application Software performance and functionality enhancement releases, new Version Releases, Solution Software upgrades, improvements, interim updates, including fixes and patches, Defect corrections, and any other modifications to the Application Software, including but not limited to those required for the Solution to remain in compliance with applicable Federal and State laws and regulations and the terms of this Contract, provided by Contractor in accordance with Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement), with all Attachments thereto.

1.4.89 User

The term “User” shall mean any person authorized by County to access or use the Solution in accordance with this Contract.

1.4.90 Version Release

The term “Version Release” shall mean Contractor’s Application Software major version upgrade which may contain new software functionalities and features and/or system compatibilities.

1.4.91 Warranty Period

The term “Warranty Period” shall have the meaning set forth in Exhibit A (Statement of Work).

1.4.92 Work

The term “Work” shall mean any and all Tasks, subtasks, Deliverables, goods, Services and other work provided, or to be provided, by or on behalf of Contractor pursuant to this Contract, including Solution components, Solution Implementation Services, M&S Services, and Optional Work.

1.4.93 Work Order

The term “Work Order” shall mean and refer to any agreed upon work order for provision by Contractor of Optional Work under this Contract, as further specified in Paragraph 5.1.4 (Optional Work).

1.4.94 Work Product

The term “Work Product” shall mean any intellectual property, including concepts, ideas, methods, methodologies, procedures, processes, know-hows, techniques, inventions, analysis frameworks, software, models, Documentation, templates, user interfaces and screen designs, utilities, routines and tools, that was developed by Contractor prior to performance or independent of this Contract, as further specified in Paragraph 10.1.4 (Work Product).

2 ADMINISTRATION OF CONTRACT – COUNTY

2.1 COUNTY ADMINISTRATION

All persons administering this Contract on behalf of County and described below in this Paragraph 2 (hereinafter “County Key Personnel”) are identified in Exhibit F (County Administration). Unless otherwise specified, reference to each of the persons listed in such Exhibit F (County Administration) shall also include his/her authorized designee. County will notify Contractor in writing of any change in the names and/or addresses of the persons listed in such Exhibit F (County Administration) or any other County Key Personnel.

No member of County Key Personnel is authorized to make any changes in any of the terms and conditions of this Contract other than those specifically authorized under Paragraph 4 (Changes to Contract).

2.2 COUNTY KEY PERSONNEL

County’s Project Director

County’s Project Director will be responsible for ensuring that the objectives of this Contract are met and for overseeing the Contract in general. County’s Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

County’s Project Manager

County’s Project Manager will be responsible for ensuring that the technical, business and operational standards and requirements of this Contract 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 business and operational standards and requirements of this Contract.

2.3 COUNTY PERSONNEL

All County personnel assigned to this Contract shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price, Project Schedule, and performance hereunder are based solely on the work of Contractor's personnel, except as may otherwise be expressly provided in this Contract.

2.4 WORK, APPROVAL

All Tasks, Subtasks, Deliverables, and other Work provided by Contractor under this Contract must have County's written approval at a level no lower than County's Project Manager. In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Work not approved by County.

3 ADMINISTRATION OF CONTRACT – CONTRACTOR

3.1 CONTRACTOR ADMINISTRATION

All persons administering this Contract on behalf of Contractor and described in this Paragraph 3 below (hereinafter "Contractor Key Personnel") are identified in Exhibit G (Contractor Administration). All staff employed by and/or on behalf of Contractor, including the persons listed in such Exhibit G (Contractor Administration), shall be adults who are 18 years of age or older, fully fluent in both spoken and written English. Contractor shall notify County in writing of any change to the names and/or addresses of Contractor Key Personnel.

3.2 CONTRACTOR KEY PERSONNEL

3.2.1 Contractor's Project Director

Contractor's Project Director shall be responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Contract. Contractor's Project Director shall meet and confer with County's Project Director on an as-needed basis as required by County and/or as specified in the Statement of Work, regarding the overall status of Solution Implementation and the delivery of Solution maintenance after Final Acceptance. Such meetings shall be conducted in person or via teleconference at a time and place as agreed to by County's Project Director and Contractor's Project Director

3.2.2 Contractor's Project Manager

Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and for reporting to County in the manner set forth in Paragraph 3.5 (Reports by Contractor). Contractor's Project Manager shall interface with County's Project Manager on a regular basis and shall be available during Business Hours, or as otherwise required by County and this Contract, for telephone contact and/or to meet with County personnel regarding the operation of this Contract, as required by County's Project Director. Contractor's Project Manager shall meet and confer with County's Project Director on a regular basis, at least weekly or as otherwise required by County, to review project progress and to discuss project coordination. Such meetings shall be conducted in person or via teleconference at a time and place as agreed to by County's Project Director and Contractor's Project Manager.

3.3 APPROVAL OF CONTRACTOR'S STAFF

3.3.1 In fulfillment of its responsibilities under this Contract, Contractor shall only utilize, or permit the utilization of, staff fully trained and experienced, and as appropriate, licensed or certified in

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the technology, trades, tasks and subtasks required by this Contract. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner. County shall have the right to approve Contractor's Project Director and Contractor's Project Manager (hereinafter "Key Staff") prior to and during their performance of Work hereunder. County shall also have the right to propose removal of, and changes to, Contractor's Key Staff. Contractor shall provide County with a resume of each proposed Key Staff member and an opportunity to interview such person at County's expense prior to his/her performance of any Work hereunder. County's expenses shall be limited only to travel and lodging, as applicable.

- 3.3.2 In the event a replacement Contractor Key Staff member is requested by either of the parties, Contractor shall provide County with a resume of each proposed Contractor's Key Staff replacement, as well as any proposed alternate as may be required by County, and an opportunity to interview prior to his/her performance of any Work hereunder at County's expense, which expense(s) shall be limited only to travel and lodging, as applicable. The parties shall mutually agree upon the timeframe within which Contractor must provide such replacement and the degree to which the replacement process may impact schedule.
- 3.3.3 In addition, Contractor shall provide to County's Project Director an executed Confidentiality Agreement (Exhibit H) no later than the date any member of the Contractor's Key Staff first performs Work under this Contract.
- 3.3.4 Contractor shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting the Contractor's Key Staff. Contractor shall promptly fill any Contractor's Key Staff vacancy with personnel having qualifications at least equivalent to those of the Contractor's Key Staff member(s) being replaced.
- 3.3.5 In the event Contractor should ever need to remove any member of the Contractor's Key Staff from performing Work under this Contract, Contractor shall provide County with notice at least 15 days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.

3.3.6 Intentionally Omitted

3.4 BACKGROUND AND SECURITY INVESTIGATIONS

- 3.4.1 Key Staff, and any Contractor staff, with access to the County network or data under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing Work under this Contract.

Such background investigation will be administered by the Los Angeles County Sheriff. The background investigation will be obtained through fingerprints submitted to the California Department of Justice to include State, local and Federal-level review, which may include, but not be limited to, criminal conviction information.

- 3.4.2 The County Project Director will schedule the background investigation with the Department's Civilian Backgrounds Unit. All fees associated with obtaining the background information shall be borne by Contractor regardless of whether Contractor's staff passes or fails the background clearance investigation.
- 3.4.3 County may immediately, in its sole discretion, deny or terminate all access to both physical facilities and County systems and/or data, to any Contractor's staff, including subcontractor staff, who do not pass such background investigation(s) to the satisfaction of County and/or whose background or conduct is incompatible with County's facility access.

- 3.4.4 Disqualification, if any, of Contractor's staff, including subcontractor staff, pursuant to this Paragraph 3.4 (Background and Security Investigations) shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.
- 3.5 INTENTIONALLY OMITTED
- 3.6 RULES AND REGULATIONS
- 3.6.1 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. The County Project Director will provide Contractor with access to said rules and regulations within five Business Days of the Contract's Effective date.
- 3.6.2 It is the responsibility of Contractor to acquaint such persons, who are to provide Work hereunder 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, or in the absence of such rule or regulation committed an act which County has determined to be incompatible with the provisioning of Services to the County, County will notify Contractor. Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate.
- 3.6.3 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: (a) such employee, subcontractor or agent has violated such rules or regulations; or (b) 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.
- 3.6.4 Upon removal of any employee, subcontractor or agent, Contractor shall replace the employee, subcontractor or agent consistent with the provisions of Paragraph 3.3.6.
- 3.7 CONTRACTOR'S STAFF IDENTIFICATION
- 3.7.1 County will provide each member of Contractor's Key Staff assigned to this Contract with a visible County photo identification badge bearing the staff member's photo and name. Contractor's staff, while on duty or when entering a County facility or its grounds, shall prominently display the County photo identification badge on the upper part of the body
- 3.7.2 Contractor shall notify County within one Business Day when any Key Staff is terminated from Work under this Contract. Contractor shall retrieve and immediately return or destroy, at County's request, the staff's County-specified photo identification badge at the time of removal from Work under this Contract.
- 3.7.3 Upon removal of Contractor's staff, Contractor shall retrieve and immediately destroy Contractor staff's County photo identification badge at the time of removal from Work under this Contract.

4 CHANGES TO CONTRACT

4.1 GENERAL

No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations or conditions of this Contract, except through the procedures explicitly set forth in this Paragraph 4 (Changes to Contract). Any changes to this Contract, including any portion of the Work provided under this Contract, shall be accomplished only as provided in this Paragraph 4 (Changes to Contract).

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4.2 CHANGE NOTICES

For any change requested by County which does not materially affect the scope of Work, Term, payments or any term or condition of this Contract, or for any change requiring expenditure of Pool Dollars, a written notice of such change (hereinafter "Change Notice") shall be mutually agreed to by the parties. For Change Notices requiring the expenditure of Pool Dollars, Contractor shall prepare a written quotation that is the basis of the Change Notice, and seek written approval of County's Project Director with concurrence of County Counsel. County's Project Director shall also be authorized on behalf of the County to approve Change Notices that do not require the expenditure of Pool Dollars.

4.3 AMENDMENTS

Except as otherwise provided in this Contract, for any change agreed to by the parties which materially affects the scope of Work, Term, pricing, payments, or any term or condition included in this Contract, a negotiated written Amendment to this Contract shall be executed by the Contractor and County Board of Supervisors, or any authorized County employee who has been given delegated authority by the Board of Supervisors.

Notwithstanding the foregoing, the Sheriff or designee is specifically authorized to issue Contract non-renewal notices for the Option Terms pursuant to Paragraph 7 (Term), and notices of termination pursuant to Paragraph 4.6 (Board Orders). Furthermore, the Sheriff or designee is specifically authorized to prepare and execute Amendments on behalf of County to: (a) add and/or update Terms and conditions as required by County's Board of Supervisors or the Chief Executive Office; (b) reduce the scope of Work and/or the Contract Sum pursuant to Paragraph 4.6 (Board Orders); and (c) effect assignment of rights and/or delegation of duties as required under Paragraph 19 (Assignment and Delegation/Mergers or Acquisitions).

4.4 PROJECT CONTROL DOCUMENT

Pursuant to Exhibit A (Statement of Work), Contractor shall deliver to County a Project - Control Document (PCD), which includes, among other documents, a Work Breakdown Structure (WBS) and Project Schedule. The WBS and Project Schedule will be derived from all Work relating to Solution Implementation and, to the extent necessary, throughout the Term of the Contract, as described in Paragraph 2.1 of Exhibit A (Statement Work). The delivered PCD is incorporated into this Contract as Attachment A.3 (Project Control Document) to Exhibit A (Statement of Work).

Changes to the PCD, including the Project Schedule, shall be made upon mutual agreement, in writing, by County's Project Director and Contractor's Project Director by Change Notice or otherwise, provided that County's Project Director's and Contractor's Project Director's agreement to alter the Project Schedule shall not prejudice either party's right to claim that such alterations constitute an Amendment to this Contract that shall be governed by the terms of Paragraph 4.3 (Amendments) above.

4.5 EXTENSIONS OF TIME

Notwithstanding any other provision of this Paragraph 4 (Changes to Contract), and to the extent that extensions of time for Contractor's performance do not impact either the scope of Work or cost of this Contract, County's Project Director, at his/her sole discretion, may grant Contractor extensions of time in writing for Work listed in Exhibit A (Statement of Work), provided such extensions do not exceed a total of 90 calendar days beyond the Final Acceptance date for the Solution as documented in the Project Schedule.

In such event, and prior to granting such extension of time, County will, in its sole discretion, initiate a formal Project Review pursuant to Paragraph 1.7.7 of Exhibit A (Statement of Work). In like manner, County will initiate a formal Project Review for each subsequent 90-day extension thereafter. Each Project Review may result in (a) an assessment of the project's progress to-date and the likelihood of future project success, (b) an assessment of accountability for the schedule slippage, quality lapses, and/or other project issues, (c) recommended remedial actions for continued Work (d) a reset of the Project Schedule, or (e) termination of the Contract, in whole or in part.

4.6 BOARD ORDERS

Notwithstanding any other provision of this Paragraph 4 (Changes to Contract), County Project Director will take all appropriate actions to carry out any orders of County's Board of Supervisors relating to this Contract, and for this purpose, the Director is authorized to: (a) issue written notice(s) of partial or total termination of this Contract pursuant to Paragraph 20 (Termination for Default) below, as applicable, without further action by County's Board of Supervisors, and/or (b) prepare and execute Amendment(s) to this Contract which shall, in the event of a partial termination, reduce the scope of Work and the Contract Sum without further action by County's Board of Supervisors.

Such notices of partial or total termination shall be authorized under the following conditions:

- (1) Notices shall be in compliance with all applicable Federal, State and County laws, rules, regulations and ordinances, guidelines and directives.
- (2) County's Project Director shall obtain the approval of County Counsel for such notice.
- (3) County's Project Director shall file a copy of all notices with the Executive Office of County's Board of Supervisors and County's Chief Executive Office within thirty (30) days after execution of each notice.

Such Amendments, in the event of partial termination, shall be authorized under the following conditions:

- (4) Amendments shall be in compliance with all applicable Federal, State and County laws, rules, regulations and ordinances, guidelines and directives.
- (5) County's Board of Supervisors has appropriated sufficient funds for purposes of such Amendments to this Contract.
- (6) County's Project Director shall obtain the approval of County Counsel for any Amendment.
- (7) County's Project Director shall file a copy of all Amendments with the Executive Office of County's Board of Supervisors and County's Chief Executive Office within thirty (30) days after execution of each Amendment.

4.7 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 4.3 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

5 WORK

In exchange for County's payment to Contractor of all agreed-to fees arising under the Contract and invoiced by Contractor, Contractor shall (a) on a timely basis provide, complete, deliver and implement all Work set forth in this Contract and in Exhibit A (Statement of Work), including but not limited to, all components of the Solution, Solution Implementation, Maintenance & Support (M&S), and any Optional Work agreed-to by the parties, (b) establish that all Application Modifications provided to the County during Implementation will be incorporated into the Solution, and that such Solution is provided to County as an original product offering of Contractor, inclusive of all M&S Services therefor, and (c) provide County with all commercially released patches, updates, and upgrades to the Solution as part of Contractor's delivery to County of M&S, pursuant to the Contract and the License Agreement attached herein as Exhibit K (SoftCode License Agreement), and pursuant to Exhibit C (Service Level Agreement).

5.1 SCOPE OF WORK

5.1.1 Solution Components

Notwithstanding the validity in perpetuity of the License Agreement attached herein as Exhibit K, Contractor shall also provide County with License(s) to all Contractor-provided Third-Party Software and any other Contractor-provided software necessary for the Solution to meet all Solution Requirements and Specifications under this Contract as such may be revised during the Term of this Contract, and in accordance with the provisions of Paragraph 10 (Ownership and License) and this Contract.

5.1.2 Solution Implementation

Contractor shall provide all Services necessary for the successful Implementation of the Solution, as specified in Exhibit A (Statement of Work) and elsewhere in this Contract.

5.1.3 Maintenance and Support

Contractor shall provide County with all Maintenance and Support Services (M&S) in accordance with, and throughout the term of, this Contract, including Exhibit A (Statement of Work), Exhibit C (Service Level Agreement), and any Attachments thereto.

5.1.4 Optional Work

(1) Upon County's written request and execution of a Change Notice pursuant to the terms of this Contract, Contractor shall provide Optional Work in accordance with this Paragraph and Exhibit A (Statement of Work). Such Optional Work shall only include those Services and/or products relating to the Requirements that were not reflected in the Solution Requirements (Exhibit B) on the Effective Date, as determined by County's Project Director.

- (2) Upon County's request, and Contractor's concurrence to provide the Optional Work, Contractor shall provide to County within ten Business Days of such request, or such longer period as agreed to by the parties, a proposed Work Order including, if necessary, any supporting Documentation, and a quote for a Maximum Fixed Price calculated in accordance with the applicable pricing terms set forth in Exhibit D (Pricing Schedule). Contractor's quotation for Optional Work shall be valid for a minimum of 90 days from submission. Contractor shall commence the Optional Work following agreement by the parties with respect to the scope of Work and the Maximum Fixed Price, utilizing a Change Notice pursuant to Paragraph 4.2 (Change Notices) above. Upon completion by Contractor, and approval by County in accordance with the terms of this Contract of such Optional Work, Attachment D.1 (Optional Work Schedule) to Exhibit D (Pricing Schedule) shall be updated accordingly to add the items of such completed and approved Optional Work.
- (3) Upon completion by Contractor and approval by County of Optional Work, (a) any Application Modifications provided by Contractor in the form of Optional Work shall become part of the Solution and be deemed Application Software; and (b) the Solution Requirements shall be updated, as-needed, to include the new and/or updated requirements and specifications as a result of such Optional Work.
- (4) Optional Work may be performed by Contractor at: (a) no additional cost to County as part of Solution Implementation or during M&S, or (b) the Maximum Fixed Price set forth in Contractor's executed Work Order for said Optional Work, payable by County utilizing Pool Dollars.
- (5) Except for the procurement of any separately licensed Contractor product, there shall be no increase to the M&S fees under this Contract. The incorporation of any Optional Work to procure Additional Services shall not cause an increase in the M&S fees under this Contract.
- (6) Any Change Notice and resultant Work Order executed pursuant to this Paragraph 5.1.4 (Optional Work) prior to the expiration of this Contract, shall survive the Contract as though the Contract remained in full force and effect. The expiration of the Contract shall not relieve Contractor of its obligation to perform Optional Work resulting from such Work Order.

5.2 TESTING OF WORK

Contractor shall conduct all appropriate testing of any Work hereunder, including Optional Work, to ensure the Solution's continued compliance with all Solution Requirements set forth in this Contract, that the Solution is free of any material Deficiencies and that the Optional Work meets the requirements of the applicable Work Order. Such Solution tests shall test, among others, the Solution's functionality, integration and interfacing, volume endurance, and System performance.

5.3 INTEGRATION/INTERFACING

Contractor may, at any time during the Term of this Contract, be responsible for developing and incorporating into the Solution, Application Modifications, in the form of Optional Work. If such Application Modifications are to be integrated and/or interfaced with other software, equipment and/or systems provided by Contractor, or by County at the direction of Contractor, the Application Modifications shall not be deemed accepted by County until the Application Modifications and such other systems have been successfully tested, integrated and interfaced,

as applicable, and accepted by County in accordance with the terms of this Contract. For example, if Contractor is to provide a Solution consisting of multiple modules or that includes enhancements to the Solution as part of Optional Work, County's Acceptance of the Solution, any individual module or enhancement, shall not be final until County accepts all of the Application Modifications and modules or enhancements integrated and interfaced together as a complete Solution, including the operation of the Solution on all equipment required for its use in conformance with the terms of this Contract. Contractor shall not obtain any ownership interest in any other systems merely because they were interfaced, integrated or used with the Solution.

5.4 APPROVAL OF WORK

All Tasks, Subtasks, Deliverables, and other Work provided by Contractor under this Contract must have County's written approval by County's Project Director in accordance with Attachment A.2 (Procedures for Conveyance & Acceptance of Deliverables) to Exhibit A (Statement of Work). In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Work not approved by County.

If Contractor provides any Tasks, subtasks, deliverables, goods, services or other work to County other than those specified in this Contract, 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.

5.5 NO OFFSHORE WORK

Contractor warrants (a) that all Services shall be performed and rendered within and from within the United States, and (b) that Contractor shall not transmit or make available any of County's Confidential Information, County's intellectual property, or any County property, including County Materials, to any entity or individual outside the continental United States.

Specifically, no Application Modifications for County, including Configurations and Interfaces, may be developed or provided by personnel on behalf of Contractor outside or from outside the United States. Contractor may perform Services relating to standard product development or revisions, as long as such Services are provided without, or do not require, access to County's Confidential Information, County's intellectual property or any County property including County Materials, outside or from outside the United States.

6 PROJECT PLANNING

Contractor shall implement the Solution in accordance with the Project Control Document developed and delivered pursuant to Exhibit A (Statement of Work).

6.1 DELIVERABLE MILESTONES

All Deliverables shall be considered "milestones", unless otherwise determined by County.

A milestone shall be deemed completed for purposes of this Paragraph 6.1 (Deliverable Milestones) on the date approved in writing by County pursuant to Paragraph 5.4 (Approval of Work).

The determination of whether a Deliverable milestone has been completed, and the date upon which such Deliverable was accepted, shall be made by County's Project Director as soon as practicable in accordance with Paragraph 5.4 (Approval of Work), after County is informed by

Contractor that such Deliverable has been completed, and is given all the necessary information, data and Documentation to verify such completion.

Approval of Deliverables will not be unreasonably withheld or delayed by County. County will use reasonable efforts to provide the necessary assistance to Contractor for Contractor to meet the due dates specified in the Project Schedule.

7 TERM

The Term of this Contract shall commence upon the Effective Date, and shall expire six years following the date upon which ACES has achieved successful Cutover as defined in Exhibit A (Statement of Work), Task 8, unless sooner terminated or extended, in whole or in part, as provided in this Contract (hereinafter “Initial Term”).

7.1 OPTION TERM

At the end of the Initial Term, County may, at its sole option, extend the Term of this Contract for four additional one-year periods (hereinafter each an “Option Term”), subject to, among others, County’s right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of this Contract providing for early termination of this Contract by County. County shall be deemed to have exercised each extension Option Term automatically, without further act, unless, no later than thirty days prior to the expiration of the Initial Term, or current Option Term as applicable, County notifies Contractor in writing that it elects not to extend this Contract pursuant to this Paragraph 7 (Term). If County elects not to exercise an Option Term to extend at the end of the Initial Term, this Contract shall expire.

County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether County will exercise this Contract Term extension option.

As used throughout this Contract, the word “Term” when referring to the Term of this Contract shall include the Initial Term and the Option Terms, to the extent County exercises its extension options pursuant to this Paragraph 7 (Term).

7.2 NOTICE OF EXPIRATION

Contractor shall notify County when this Contract is within six months from the expiration of the Term. Upon occurrence of this event, Contractor shall send written notification to County’s Project Director at the address set forth in Exhibit F (County Administration). Notwithstanding the foregoing, Contractor’s failure to provide such notification shall not constitute a material breach of this Contract.

8 CONTRACT SUM

8.1 MAXIMUM CONTRACT SUM

- 8.1.1 The Maximum Contract Sum under this Contract is the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, Services and other Work required or requested by County under this Contract.
- 8.1.2 The Maximum Contract Sum, including Pool Dollars, all applicable taxes, and all annual fees required to maintain County’s standing as a beneficiary to the Source Code (see Exhibit L), authorized by County hereunder shall not exceed TWELVE MILLION ONE HUNDRED TWENTY SIX THOUSAND SIX HUNDRED SIX Dollars (\$12,126,606), as further detailed

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in Exhibit D (Pricing Schedule), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Contract by County's and Contractor's authorized representative(s) pursuant to Paragraph 4 (Changes to Contract).

- 8.1.3 The Maximum Contract Sum under this Contract shall provide for all authorized payments County may make to Contractor for any and all Work provided by Contractor under this Contract, including all Solution components, Solution Implementation Services, M&S and any Optional Work.
- 8.1.4 The aggregate amount of Pool Dollars included in the Maximum Contract Sum, and available under this Contract, shall not exceed TWO MILLION Dollars (\$2,000,000).
- 8.1.5 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent of the Contract Sum, including the Pool Dollars expenditures, authorized under this Contract. Upon occurrence of this event, Contractor shall provide written notification to County's Project Director at the address set forth in Exhibit F (County Administration). Notwithstanding the foregoing, Contractor's failure to provide such notification shall not constitute a material breach of this Contract.

8.2 SOLUTION IMPLEMENTATION

8.2.1 Cost of Solution Implementation

County will reimburse Contractor for the cost of Solution Implementation, which shall include, but not be limited to, all goods and Services for implementing the Solution, e.g. Solution Environment setup, installation of Solution Software, Data Conversion, Acceptance Testing, training, and any other Work provided by Contractor hereunder, and pursuant to Exhibit A (Statement of Work). All payments by County to Contractor for Solution Implementation shall be divided among the Deliverables as set forth in Exhibit D (Pricing Schedule).

8.2.2 Intentionally Omitted

8.2.3 Credits to County, M&S

Contractor agrees that County shall have and retain its right to assess monetary Deficiency Credits upon Contractor's future invoices, for Contractor's failure to timely respond to County's notification of an Solution Deficiency, and for Unscheduled Downtime resulting from Contractor's inability to cure a Deficiency within the prescribed timeframe agreed to by the parties at the time a Deficiency is identified and a cure has been prescribed by Contractor, all in the manner prescribed in Paragraphs 2.2.12 through 2.2.15, of Exhibit C (Service Level Agreement).

8.2.4 Termination

In addition to any other remedies available to County under this Contract, if Contractor materially breaches any provision of this Contract, then County may, upon notice to Contractor, terminate this Contract for default in accordance with Paragraph 20 (Termination for Default) or for convenience in accordance with Paragraph 21 (Termination for Convenience), as determined in the sole discretion of County.

8.3 NON-APPROPRIATION OF FUNDS

Payment obligations for this Contract shall be solely from funding appropriated from the State. If applicable, County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Contract. Notwithstanding any other provision of this

Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then County shall, at its sole discretion, either (a) terminate this Contract as of June 30 of the last fiscal year for which funds were appropriated or (b) reduce the Work 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 its election 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 may be entitled to a refund of, or credit for, fees previously paid for Additional Product licenses that were added to the Solution License, and/or other fees and expenses. Such refund or credit shall be determined in accordance with Paragraph 51 (Dispute Resolution Procedure), or the findings of any audit or otherwise as agreed to by the parties.

8.4 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Future payment obligations for this Contract shall be solely from funds to be appropriated from the State. If applicable, and only if County explicitly agrees in writing to take any responsibility hereunder for said payment obligations, in the event that County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for the reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce the Services to be provided by Contractor under this Contract. County's notice to Contractor regarding such reduction in payment obligations shall be provided within 30 calendar days of the Board of Supervisors' approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Work set forth in this Contract.

9 **INVOICES AND PAYMENT**

9.1 INVOICES.

9.1.1 Submission of Invoices

Contractor's invoice shall include the charges owed to Contractor by County under the terms of this Contract as provided in Exhibit D (Pricing Schedule). All invoices and supporting documents under this Contract shall be submitted to the person designated in Exhibit F (County Administration) as County's Project Manager at the address specified in such Exhibit F (County Administration).

9.1.2 Invoice Details

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

- (1) Contract Name and Number;
- (2) The Tasks, subtasks, Deliverables, goods, Services or other Work for which payment is claimed, including Solution Implementation Deliverables, M&S Services, annual Source Code Escrow fees, and any Optional Work;
- (3) The price of such Tasks, subtasks, Deliverables, goods, Services or other Work calculated based on (a) the pricing set forth in Exhibit D (Pricing Schedule), or (b) the Maximum Fixed Price set forth in a Work Order for Optional Work, as applicable;

- (4) The date of written approval, as applicable, of the Tasks, subtasks, Deliverables, goods, Services or other Work by County's Project Director;
- (5) Indication of any applicable withhold or Holdback amounts for payments claimed or reversals thereof;
- (6) Indication of any applicable credits due County under the terms of this Contract or reversals thereof;
- (7) Copy of any required Acceptance certificate(s), as applicable, signed by County's Project Director and/or County's Project Manager; and
- (8) Any other information reasonably required by County's Project Director.

9.1.3 Approval of Invoices

All invoices submitted by Contractor to County for payment shall have County's written approval as provided in this Paragraph 9.1 (Invoices), which approval shall not be unreasonably withheld.

9.1.4 Invoice Discrepancies

County's Project Director will review each invoice for any discrepancies and will, within 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 30 days of receipt of County's notice of discrepancies and disputed charges. Contractor and County will take reasonable steps 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 agreed-to actions. The foregoing notwithstanding, if Contractor is unable to complete its agreed-upon action because County has not completed its agreed-upon actions, County will remit full payment of the invoice. If County's Project Director does not receive a written explanation for the charges within such 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 set forth in Paragraph 51 of this Contract.

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 Exhibit F (County Administration).

9.2 DELIVERY OF SOLUTION SOFTWARE

It is in the intent of the parties that if any software or data files provided by Contractor under this Contract, including any product of M&S Services and any Optional Work, is delivered to County, such shall be delivered (a) in an electronic format (e.g., via electronic mail or internet download) or (b) personally by Contractor staff who shall load such onto County's computers, but who will retain possession of all originals and copies of such on standard USB storage devices (portable physical media).

Any Solution Software and Documentation that is provided or delivered by Contractor to County in a tangible format shall be Free-On-Board Destination. The Contract Sum shown in Paragraph 8.1 (Maximum Contract Sum) includes all amounts necessary for County to reimburse Contractor for all transportation and related insurance charges, if any, on Solution Software components and Documentation delivered by Contractor to County pursuant to this

Contract. All transportation and related insurance charges, if any, shall be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such transportation and related insurance charges.

9.3 SALES/USE TAX

The Contract Sum shown in Paragraph 8 (Contract Sum) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all Solution components and other Work provided by Contractor to County pursuant to or otherwise due as a result of this Contract, including, but not limited to, any product of Solution Implementation, M&S Services and any Optional Work, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority.

Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Contract and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

9.4 PAYMENTS

Provided that Contractor is not in default under any material provision of this Contract, County will pay all invoiced amounts to Contractor within 30 days of receipt of invoices that have not been disputed in accordance with Paragraph 9.1.4 (Invoice Discrepancies) above. County's failure to pay within the 30-day period, however, shall not entitle Contractor to impose an interest or other penalty on any late payment.

In the event County cancels any Implementation Services for reasons within County's control less than one (1) week 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 service if Contractor is unable to re-assign its personnel.

9.5 INTENTIONALLY OMITTED

9.6 HOLDBACK

County shall withhold an amount equal to 10 percent of each Deliverable invoice submitted by Contractor under this Contract (Holdback) and approved by County pursuant to Paragraph 5.4 (Approval of Work), for all Work outlined in Exhibit A (Statement of Work), during Solution Implementation through Final Acceptance, as further specified in Exhibit D (Pricing Schedule) as may be amended from time to time. Holdback amounts shall not apply to invoices for Optional Work, nor for ongoing Maintenance and Support.

The cumulative amount of such Holdbacks shall be due and payable to Contractor upon Final Acceptance, subject to adjustment for any amounts arising under this Contract owed to County by Contractor, including, but not limited to, any amounts arising from Paragraphs 9.1.4 (Invoice Discrepancies), 9.5 (County's Right to Withhold Payment) and any partial termination of any Task, Subtask or Deliverable set forth in Exhibit A (Statement of Work) as provided herein.

9.7 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under this Contract with County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that A-C determines is reasonably necessary to process payments and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

At any time during the duration of this Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

10 OWNERSHIP AND LICENSE

10.1 SOLUTION OWNERSHIP

10.1.1 Solution Environment

Contractor acknowledges that County or the rightful owner owns all Solution Environment components provided by County. Contractor shall have all rights and incidents of ownership with respect to the Contractor Property (as hereinafter defined), including the right to use such property for any purpose whatsoever and to grant licenses in the same to third parties.

Contractor Property includes (i) proprietary software, including any source code, object code, integrations, enhancements, improvements, custom modifications, improvements, derivations and other changes made thereto, whether made by Contractor before, during or after the term of this Agreement, and/or other related interfaces identified in the Investment Summary; and (ii) any online or written documentation related to the use or functionality of the Contractor Software that Contractor provides or otherwise makes available to Client, including instructions, user guides, manuals and other training or self-help documentation. Contractor will retain all right, title and interest in and to all Contractor Property, including all copyright, patent, trade secret, trademark and other intellectual property rights created by Contractor in connection with such work.

10.1.2 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 10.2 (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.

10.1.3 Intentionally Omitted.

10.1.4 Solution Data

All Solution data provided or made accessible by County to Contractor, which is generated by the Solution or is the product of the Solution provided by Contractor hereunder, is and shall remain the property of County.

10.1.5 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 and all derivative works therein (hereinafter collectively "Work Product"). Work Product does not include any County Materials.

10.2 LICENSE

10.2.1 License Grant

1. Contractor acknowledges that County currently owns a perpetual, irrevocable, non-exclusive License to use the Baseline Software, previously granted by Contractor per Exhibit K (SoftCode License Agreement).
2. Prior to Final System Acceptance, any Application Modification, Software Update, and/or Replacement Product that is identified as a payment deliverable per Exhibit D (Pricing Schedule), shall, upon County's payment of its applicable price (less Holdback), be incorporated into the License.
3. Prior to Final System Acceptance, any Application Modification, Software Update, and/or Replacement Product that (a) affects the performance of previously licensed Application Software, and (b) is not identified as a payment deliverable per Exhibit D (Pricing Schedule), shall be incorporated into the License.
4. After Final System Acceptance, for the period of time that County is up to date in the payment of monthly, quarterly, and/or annual support fees per Exhibit D (Pricing Schedule), the License shall include all Application Modifications, Software Updates, and Replacement Products released or installed during that period of time.
5. After Final System Acceptance, if County disputes and/or withholds M&S fees because (a) the Application Software contains a Defect or Deficiency, and (b) Contractor has not remedied such Defect or Deficiency in accordance with Exhibit C (Service Level Agreement), and (c) County and Tyler have engaged in the Dispute Resolution procedure in Section 51 to address such issues, then the License shall include all subsequent Application Modifications, Software Updates, and Replacement Products which could be installed to remedy the Defect or Deficiency, regardless of payments to Contractor or the party performing the installation.

6. The License includes County's right to applicable technical documents (release notes, etc.) for internal use.
7. 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.

10.2.2 License Term

The License granted under this Contract shall commence upon the earlier of County's access to any Solution Software component or the Effective Date, and shall continue in perpetuity and without regard to the Term of this Contract.

10.2.3 Scope of License

The License granted by Contractor under this Contract provides County with the following rights:

1. To use, access, install, integrate with other software, operate and execute the Solution Software in the System Environment on an unlimited number of computers, servers, mobile devices, work stations, local area networks and wide area networks, including web connections, by an unlimited number of Users conducting business for the County as provided in this Contract;
2. To use, modify, copy, translate and compile the Application Software after such time as one of the Release Conditions described in Exhibit L (Source Code Escrow Agreement) has occurred which would permit County to use the Source Code as provided in Exhibit L;
3. To use, modify, copy and display the Documentation, including but not limited to, the Solution Documentation, User manuals and any other specifications or documentation provided or made accessible by Contractor to County, as necessary or appropriate for County to enjoy and fully exercise the rights granted under this Contract and the License;
4. To permit third-party access to the Application Software, the Source Code, the Documentation, or any part thereof, as necessary or appropriate for County to enjoy and fully exercise the rights granted under this Contract and the License, including for the provision of M&S including Software Updates, Application Modifications, Professional Services and other business use or support of the Application Software as contemplated by this Contract, provided however, without limiting County's rights under this Paragraph 10.2.3 (Scope of License), County covenants and agrees that it shall not exercise its rights to the Source Code unless and until the occurrence of any one of the Release Conditions described in Exhibit L (Source Code Escrow Agreement); and
5. Pursuant to Paragraph 52 (Assignment by County), to reproduce and use a reasonable number of copies of the Application Software provided by Contractor: (a) by County and permitted assignees, for archive and backup purposes; and (b) by County, for use by permitted assignees so long as all copies of the Application Software contain the proprietary notices appearing on the copies initially furnished to County by Contractor.

10.2.4 License Restrictions

Notwithstanding County's rights under Paragraph 10.2.3 (Scope of License), County acknowledges and agrees (a) that the Solution Software provided by Contractor to County under this Contract, including related Documentation, is the confidential and copyrighted property of Contractor, or its licensors, and all rights therein not expressly granted to County

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are reserved to Contractor, or its licensors, as applicable; and (b) that Contractor, or its licensors, shall retain all proprietary rights in and to the foregoing. Subsequently, the License to the Solution Software provided by Contractor hereunder is limited by the restrictions set forth in this Paragraph 10.2.4 (License Restrictions). Accordingly, County will not:

1. Reverse engineer, disassemble or decompile the Application Software provided by Contractor;
2. Transfer, sublicense, rent, lease, convey or assign the Solution Software provided by Contractor;
3. Copy or reproduce the Solution Software provided by Contractor in any way except as reasonably necessary for backup, archival or Business Continuity purposes and as specified in Paragraph 10.2.3(3) (Scope of License);
4. Use the Solution Software provided by Contractor on a timesharing, service bureau, subscription service or rental basis for any third party; or
5. Remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on, or during the use of, the Solution Software provided by Contractor.

10.3 SOURCE CODE

10.3.1 Source Code Escrow

Contractor maintains a Source Code Escrow Agreement (Exhibit L). Contractor shall, upon receipt of County's Final Acceptance for the Solution, place the Application Software and each major release (update) of the Application Software Source Code thereafter, into escrow with the organization named in Exhibit L (Source Code Escrow Agreement) to this Contract. Contractor shall add County as a beneficiary to such Escrow Agreement subject to County's remittance of the annual Source Code beneficiary fees as required pursuant to Exhibit D (Pricing Sheet). Contractor's duty to update the Source Code shall continue through the term of this Agreement, including County's perpetual license, so long as the County remains a beneficiary to the Source Code Escrow Agreement.

10.3.2 Source Code Escrow Fees

In order to maintain its status as a third-party beneficiary under Exhibit L (Source Code Escrow Agreement), County will pay Contractor the annual Service Fee, as defined in Exhibit L. Contractor shall timely remit the Service Fee to the escrow firm on behalf of County, the cost for which is indicated in Exhibit D (Pricing Schedule). Contractor will provide County with a written acknowledgement that the escrow firm is in receipt of the Service Fee payment, and when requested, shall provide written assurance that the escrowed source code represents the latest, released version of the product, and contains no known Defects. The written assurance shall also provide County sufficient notice that the source code must be combined with the third-party software components and respective version numbers listed therein, to fully compile the product.

10.3.3 Source Code Release Conditions

The Release Conditions for the Source Code are identified in the Source Code Escrow Agreement, attached hereto as Exhibit L.

10.3.4 Intentionally Omitted

- 10.3.5 Intentionally Omitted
- 10.3.6 County's Right to Verify Source Code
County's right to verify Source Code, at County's sole expense, shall be governed by Exhibit L (Source Code Escrow Agreement).
- 10.3.7 Proprietary Rights
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.

11 SYSTEM ACCEPTANCE

11.1 ACCEPTANCE TESTS

County, with Contractor's assistance where applicable, shall conduct all Acceptance Tests specified in Exhibit A (Statement of Work) to ensure the Solution's compliance with Exhibit B (Solution Requirements) set forth in this Contract, including but not limited to Exhibit A (Statement of Work), Exhibit C (Service Level Agreement), and all Attachments thereto. Such Acceptance Tests shall test, among others, the System's functionality, integration and interfacing, volume endurance and user acceptance. An Acceptance Test shall be completed and ready for payment when County approves the Acceptance Test in writing.

11.2 PRODUCTION USE

The Solution shall be ready for Production Use when County's Project Director approves in writing, among other things, all Deliverables under Exhibit A (Statement of Work) prior to Production Cutover. Successful completion of Production Cutover, as described in Statement of Work, Paragraph 2.8 (Cutover), marks (a) the beginning of Production Use of the Solution, (b) the Warranty Period pursuant to Exhibit A (Statement of Work), and (c) the beginning of Contractor's delivery of M&S Services in exchange for County's payment of all applicable fees therefor, as specified in Exhibit D (Price), and in the manner specified throughout this Contract, Exhibit A (Statement of Work), and Exhibit C (Service Level Agreement).

SYSTEM USE

- 11.3 Subject to County's obligations of Acceptance set forth in Exhibit A (Statement of Work) and this Contract, following the Solution Implementation by Contractor and prior to Final Acceptance by County, County shall have the right to use, in a Production Use mode, any completed portion of the ACES Solution, without any additional cost to County where County determines that it is necessary for County's operations. Such Production Use shall not restrict Contractor's performance under this Contract and shall not be deemed Final Acceptance of the Solution.

FAILED TESTING

- 11.4 Final Acceptance
- 11.4.1 Final Acceptance criteria are specified in Attachment A.2 to Exhibit A (Statement of Work). In the event the Solution fails to successfully achieve Final Acceptance in accordance with the Project Schedule, Contractor shall provide to County a diagnosis of the Deficiencies and proposed solution(s) for County's approval, and submit the Solution to County for retesting as

required under Exhibit A (Statement of Work). County and Contractor shall agree in writing on any and all such proposed solutions prior to their implementation.

- 11.4.2 If County's Project Director makes a good faith determination at any time during an Acceptance Test that any Solution component has not successfully completed an Acceptance Test, or the Solution as a whole has not successfully completed the Warranty Period and therefore has not achieved Final Acceptance, collectively referred to for purposes of this Paragraph 11.4 (Failed Testing) as "Designated Test", then County's Project Director will promptly notify Contractor in writing of such failure, specifying with as much detail as reasonable the relevant deficiencies. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the Solution component or the Solution as will permit the Solution component or the Solution to be ready for retesting. Contractor shall notify County's Project Director in writing when such corrections, repairs and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, County's Project Director makes a good faith determination that the Solution component or the Solution again fails to pass the applicable Designated Test, County's Project Director will promptly notify Contractor in writing, specifying with as much detail as reasonable the relevant deficiencies. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the Solution or Solution component that will permit the Solution or Solution component to be ready for retesting.
- 11.4.3 Such procedure shall continue, subject to County's rights under Paragraph 8.2.4 (Termination), in the event Contractor fails to timely complete any Deliverable identified as a milestone, until such time as County notifies Contractor in writing either: (a) of the successful completion of such Designated Test or (b) that County has concluded that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Contract in whole or in part, in accordance with Paragraph 20 (Termination for Default) on the basis of such non-curable default. In the event Contractor, using good faith effort, is unable to cure a Deficiency by re-performance after two attempts, County and Contractor will work together to agree on a mutually acceptable resolution, provided that if County and Contractor cannot agree on a resolution, County may terminate this Contract for default pursuant to Paragraph 20 (Termination for Default).

11.4.4 Intentionally Omitted.

12 REPRESENTATIONS AND WARRANTIES

12.1 GENERAL WARRANTIES

Contractor represents, warrants, covenants and agrees that throughout the Term of this Contract:

- (1) Contractor shall comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Contract, including Exhibit A (Statement of Work), Exhibit B (Solution Requirements), and all Attachments thereto.

- (2) Unless specified otherwise herein, the Solution shall be free from Defects for as long as County has timely paid M&S Service fees.
- (3) Intentionally Omitted.
- (4) Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the Solution or any component 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, which has the potential or capability of compromising the security of County’s confidential or proprietary information, or of causing any unplanned interruption of the operations of, or accessibility of the Solution or any component to, County or User, or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively referred to as “Disabling Device(s)”), which could block access to or prevent the use of the Solution or any component by County or its Users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any Solution component provided to County under this Contract, nor shall Contractor knowingly permit any subsequently delivered or provided Solution component to contain any Disabling Device.
- (5) In addition, Contractor shall take all commercially reasonable measures to prevent viruses from being incorporated or introduced into the Solution or updates or enhancements thereto prior to the installation onto the Solution, and shall take all commercially reasonable measures to prevent any viruses from being incorporated or introduced in the process of Contractor’s performance of M&S 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.
- (6) Notwithstanding the foregoing, Contractor may be responsible for all direct and indirect damages and/or loss caused by any Disabling Device, as defined above, originating in software or data that Contractor transmits to County computers, such damages may include reimbursement to County for costs and staff time required to respond to a malware intrusion.

12.2 STANDARD OF SERVICES

Contractor’s Services and other Work required by this Contract shall, during the Term of this Contract, conform to reasonable commercial standards as they exist in Contractor’s profession or field of practice. If Contractor’s Services or other Work provided under this Contract fail to conform to such standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor’s sole expense, provide the applicable remedy as specified in this Contract, including Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement).

12.3 SYSTEM WARRANTIES AND PROBLEM RESOLUTION

Contractor hereby warrants to County that the Solution shall be free from any and all Defects for as long as County is no more than 45 days late on a prior M&S Services payment. All Deficiencies reported or discovered shall be corrected in accordance with Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Contract. All such corrective action shall be provided at no cost to County beyond the payment of the applicable M&S Fees under this Contract.

Contractor also represents, warrants, covenants and agrees that throughout the Term of this Contract:

1. All Solution components shall be compatible with each other and, to the extent applicable or required, shall interface with each other; and the Solution components, when taken together, shall be capable of delivering all of the functionality as set forth in this Contract as set forth in the Functional Requirements.
2. Any Solution enhancements or upgrades shall be backward compatible with any County's standard browser(s) and operating system version(s) operated on County workstations. Contractor shall provide M&S Services, as described in Exhibit C (Service Level Agreement), for the current Version Release and the two (2) most prior Version Releases. 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.
3. The Solution shall be capable of delivering all of the functionality and meeting all requirements as set forth in this Contract, including the Solution Requirements and County's security requirements.
4. The Solution shall meet the Solution performance requirements within Contractor's control, including but not limited to those relating to Response Time and Solution Availability, as further specified in Exhibit C (Service Level Agreement). The severity and priority level of any Deficiency will be determined by County's Project Director based on criteria outlined in Exhibit C (Service Level Agreement).

12.4 CONTINUOUS PRODUCT SUPPORT

- 12.4.1 In the event that Contractor discontinues support for the Solution or any component thereof, and replaces any or all components of the Solution with a Replacement Product during the Term of this Contract in order to fulfill its obligations under this Contract and to meet the Solution Requirements, then the perpetual License granted to County herein to the Solution shall be deemed to automatically include such Replacement Product without cost or penalty to County even if such Replacement Product contains greater functionality than the Solution or software it replaced, provided County maintains a continuous maintenance and support agreement with Contractor for the Solution.

In the event the County elects to transfer the Solution to the Replacement Product(s), County acknowledges that any Contractor implementation and/or training associated with the deployment of said Replacement Products will be executed pursuant to paragraph 5.1.4 (Optional Work). All applicable implementation and/or training fees will be payable to Contractor using County Pool Dollars under this Contract, or any subsequent contract(s), as applicable. Contractor agrees to continue supporting the Solution as implemented, with no increase in M&S fees beyond the fees indicated in Exhibit D (Pricing Schedule) during the term of this Contract. Future fees for Solution maintenance extending beyond the term of this Contract may be negotiated by the parties. County will return to Contractor all previously delivered Contractor software products upon Contractor's successful implementation of the Replacement Product(s).

- 12.4.2 In the event any or all components of the Solution are migrated to the Replacement Product as a result of an acquisition, sale, assignment, transfer or other change in control of Contractor, then any assignee or successor, by taking benefit (including, without limitation, acceptance of any payment under this Contract), shall be deemed to have ratified this Contract, subject to the

requirements of Paragraph 19 (Assignment and Delegation/Mergers or Acquisitions). All terms and conditions of this Contract shall continue in full force and effect for the Replacement Product.

- 12.4.3 The following terms and conditions shall all apply if County elects to transfer the License to a Replacement Product:
1. Intentionally Omitted.
 2. Any prepaid Service Fees for the Solution shall transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid amount is greater than the Replacement Product's maintenance and support fees for the same term, the credit balance shall be applied to future M&S fees or returned to County, at County's option;
 3. Intentionally Omitted.
 4. Intentionally Omitted.
 5. All License terms and conditions, at a minimum, shall remain as granted herein with no additional fees imposed on County; and
 6. The definition of Application Software shall include the Replacement Product.

12.5 WARRANTY PASS-THROUGH

Contractor shall assign to County to the fullest extent permitted by law or by this Contract, any applicable warranty or indemnity offered by any manufacturer of any Solution component or any other Solution product or service provided hereunder

12.6 INTENTIONALLY OMITTED

13 INDEMNIFICATION

13.1 INDEMNIFICATION – GENERAL

Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (for purposes of this Paragraph 13, "County") from and against any and all third-party liability, including but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions under this Contract.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13 (Indemnification) 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.

13.2 INDEMNIFICATION – INTELLECTUAL PROPERTY

- 13.2.1 Contractor shall indemnify, defend, and hold harmless the County, 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.

- 13.2.2 Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13.2 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.

- 13.2.3 Contractor will pay the amount of any resulting adverse final judgement issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing.
- 13.2.4 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) subject to Contractor's remedial measures, County's willful infringement, including continued use of Contractor's infringing Application Software after being notified by Contractor that such infringing Application Software is, or is likely to become, the subject of a third-party claim.
- 13.2.5 Contractor shall, at its option and at no cost to County, as remedial measures,: (i) disable without delay, the affected software component, as applicable; and either (ii) 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 (iii) 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 13.2 "Remedial Act(s)"). The foregoing states Contractor's entire liability and County's sole and exclusive remedy with respect to this Paragraph 13.2.
- 13.2.6 Failure by Contractor to provide and complete the Remedial Acts described in Paragraph 13.2.5 above shall constitute a material breach of this Contract, upon which County may terminate this Contract for default pursuant to Paragraph 20 (Termination for Default).
- 13.3 INDEMNIFICATION – PRIVACY AND SECURITY
- 13.3.1 In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:
- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information, as defined in Attachment B.10 to the Statement of Work, of this Contract; and/or;

- Any Information loss, breach of Confidentiality, or Incident (each capitalized term herein is defined in Attachment B.10 to the Statement of Work) involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities.

13.3.2 Notwithstanding the preceding sentences, the County shall have the right to participate in any such defense at its sole cost and expense, County shall be entitled to retain its own counsel, including, without limitation, County Counsel. Contractor shall not have the right to enter into any settlement that requires County to pay any amount or make any admission, in each case, on behalf of County without County's prior written approval.

13.4 DISCLAIMER

Except for the express warranties provided in this Contract 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.

13.5 LIMITATION OF LIABILITY

Except as otherwise expressly set forth in the Contract, Contractor's liability under this Contract, 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) 1.5 times the amount quoted by Contractor for implementation services under this Agreement. The prices set forth in this Contract are set in reliance upon this limitation of liability. The foregoing limitation of liability shall not apply to claims that are subject to Contractor's indemnification obligations.

13.6 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.

14 **INSURANCE**

14.1 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 14 (Insurance). 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 Contract. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

14.2 EVIDENCE OF COVERAGE AND NOTICE

14.2.1 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 at the address shown below and provided prior to commencing Services under this Contract.

- 14.2.2 Renewal Certificates shall be provided to County not less than ten days after renewal of Contractor's policy. County reserves the right to obtain copies of relevant sections of any required Contractor and/or subcontractor insurance policies whenever a claim is disputed or denied.
- 14.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract 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 identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number. At County's written request, Contractor will separately disclose to County the deductible it carries on Required Insurance.
- 14.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance 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.

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. 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 Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

14.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

The County of Los Angeles and its Special Districts, their Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents), shall be provided Additional Insured status under Contractor's 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. The full policy limits and scope of protection also shall apply to County and its Agents as an Additional Insured with respect to Contractor's General Liability coverage, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic Additional Insured Endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

14.3.1 Cancellation of or Changes in 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 written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of County, upon which County may suspend or terminate this Contract.

14.3.2 Insurer Financial Ratings

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

14.3.3 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, 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.

14.3.4 Waivers of Subrogation

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

14.3.5 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 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 General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

14.3.6 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 shall at all times during the term of this Contract, be financially capable of satisfying its deductibles.

14.3.7 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 Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

14.3.8 Application of Excess Liability Coverage

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

14.3.9 Intentionally Omitted

14.3.10 Alternative Risk Financing Programs

County reserves the right to review Contractor's 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 approved program.

14.3.11 County Review and Approval of Insurance Requirements

County reserves the right to review and adjust the required Insurance provisions, conditioned upon County's determination of changes in risk exposures and Contractor's agreement to those changes.

14.4 INSURANCE COVERAGE REQUIREMENTS

14.4.1 Commercial General Liability Insurance

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

14.4.2 Automobile Liability Insurance

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 Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

14.4.3 Workers' Compensation and Employers' Insurance

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability 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 10 days advance written notice for non-payment of premium, and 30 days advance written notice for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

14.4.4 Professional Liability/Errors and Omissions Insurance

Professional Liability/Errors and Omissions insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this Contract's expiration, termination or cancellation.

14.4.5 Property Coverage

Contractors given exclusive use of County-owned or leased property shall carry property, Contractor's property coverage 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 and Loss Payee on Contractor's insurance as its interests may appear. Automobiles

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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.

14.4.6 Technology Errors and Omissions

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include: (a) systems analysis, (b) systems programming, (c) data processing, (d) systems integration, (e) outsourcing including outsourcing development and design, (f) systems design, consulting, development and modification, (g) training services relating to computer software or hardware, (h) management, repair and maintenance of computer products, networks and systems, (i) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, and (j) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by Contractor, with limits of \$10 million.

14.4.7 Cyber Liability Insurance Coverage

Insurance coverage with limits of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) annual aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

14.5 FAILURE TO MAINTAIN COVERAGE

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

15 **INTELLECTUAL PROPERTY WARRANTY**

Contractor represents and warrants: (a) that Contractor has the full power and authority to grant the License, ownership and all other rights granted by this Contract to County; (b) that 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; (c) that County is entitled to use the Solution without interruption, subject only to County's obligation to make the required payments and observe the License terms under this Contract; (d) that this Contract and the Solution licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors; and (e) that neither the performance of this Contract by Contractor, nor the License to or ownership

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by, and use by, County and Users of the Solution in accordance with this Contract 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.

16 PROPRIETARY CONSIDERATIONS

16.1 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 Contract. All County Materials shall remain the sole property of the County.

Contractor shall protect the security of and keep confidential all County Materials and shall use whatever security measures are reasonably necessary to protect all such County Materials from loss or damage by any cause, including fire and theft.

16.2 INTENTIONALLY OMITTED

16.3 INTENTIONALLY OMITTED

17 DISCLOSURE OF CONTRACT

17.1 DISCLOSURE

Contractor shall not disclose any terms or conditions of, or any circumstances or events that occur during the performance of, this Contract to any person or entity except as may be otherwise provided herein or required by law. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall, to the extent allowed by law or such order, promptly notify County's Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract under the following conditions:

1. Contractor shall develop all publicity material in a professional manner.
2. During the Term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director for each such item.

Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 17 (Disclosure of Contract) shall apply.

17.2 REQUIRED DISCLOSURE

Notwithstanding any other provision of this Contract, either party may disclose information about the other that: (a) is lawfully in the public domain at the time of disclosure; (b) is

disclosed with the prior written approval of the party to which such information pertains; or (c) is required by law to be disclosed.

18 INTENTIONALLY OMITTED

19 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

Neither party shall assign its rights and/or delegate its duties under this Contract, 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 Contract.

The foregoing notwithstanding, Contractor may, without the prior written consent of County, assign the Contract 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.

Shareholders, partners, members or other equity holders of Contractor may transfer, sell, exchange, assign or divest themselves of any interest they may have therein.

20 TERMINATION FOR DEFAULT

20.1 County may, by written notice to Contractor, terminate this Contract if Contractor materially breaches any provision of this Contract, 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 shall provide a written response to County within ten (10) days of receipt of County's written notice of breach. County's payment obligations are set forth below in Paragraph 24 (Effect of Termination).

20.2 If, after County has given notice of termination under the provisions of this Paragraph 20 (Termination For Default), 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 21 (Termination for Convenience).

20.3 Upon termination for default, County shall pay Contractor for all Third-Party Products and Services delivered to, and accepted by, County, which are not in dispute and were incurred prior to the date Contractor received County's notice of termination. Payment for Third-Party Products and Services in dispute will be determined in accordance with the Dispute Resolution Process.

21 TERMINATION FOR CONVENIENCE

21.1 This Contract 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 of Work hereunder shall be effected by written notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective, which shall be no less than 30 calendar days after the notice is sent. In the event County has purported to terminate this Contract for default by notice pursuant to Paragraph 20 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such determination.

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- 21.2 After receipt of a notice of termination, Contractor's invoice shall be submitted promptly in accordance with Paragraph 24 (Effect of Termination).
- 21.3 Upon Termination for Convenience, County shall pay Contractor for all Third-Party Products and Services delivered to, and Accepted by, County, in accordance with the terms of this Contract 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.

22 TERMINATION FOR IMPROPER CONSIDERATION

- 22.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract 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 Contract or securing favorable treatment with respect to the award, Amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. 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 20.3.
- 22.2 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.
- 22.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

23 TERMINATION FOR INSOLVENCY

- 23.1 County may terminate this Contract 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 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 Contract 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 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.
- 23.2 The rights and remedies of County provided in this Paragraph 23 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 23.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Contract, County may elect to retain its rights under this Contract, 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 Contract 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, and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Contract for any reason whatsoever.

24 EFFECT OF TERMINATION

24.1 TERMINATION BY COUNTY

In the event that County, upon thirty days' written notice to Contractor, terminates this Contract in whole or in part as provided herein, then:

1. Contractor and County shall continue the performance of this Contract to the extent not terminated, and depending on the nature of the termination;
2. Notwithstanding Paragraph 24.1.1, Contractor shall stop Work under this Contract on the date and to the extent specified in such 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 the termination; and
3. Contractor shall promptly return to County any and all County Materials that relate to that portion of the Contract terminated by County;
4. County will pay Contractor all monies due, upon receiving Contractor's invoice(s), in accordance with the terms of this Contract only for the Work completed and accepted by County pursuant to Attachment A.2 (Procedures for Conveyance & Acceptance of Deliverables) to Exhibit A (Statement of Work). Contractor shall not invoice County for, nor have any claim against County for reimbursement of Holdback fees, nor any Work in progress; up to the time of termination;
5. Intentionally Omitted;
6. Upon termination by County for default pursuant to Paragraph 20 (Termination for Default) or for insolvency pursuant to Paragraph 23 (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;
7. Intentionally Omitted;
8. 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 Solution during such transition. Upon written notice to Contractor, Contractor shall allow County or a County-selected contractor a transition period until expiration of the term of the Contract, or in all other cases, at a date mutually agreed to by the parties, for the orderly turnover of Contractor's Contract 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.

24.2 TERMINATION TRANSITION SERVICES

Contractor shall assist the County in transitioning from the Solution by providing Transition Services, as provided below.

Upon the expiration or termination of this Contract, County may require Contractor to provide Services in the form of Optional Work to assist County to transition System operations from Contractor to County or County's designated third party ("Transition Services"). Upon County's request for Transition Services where termination is not pursuant to any breach of Contractor or for insolvency of Contractor, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services.

25 INDEPENDENT CONTRACTOR STATUS

- 25.1 This Contract 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.
- 25.2 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 pursuant to this Contract. 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 on behalf of Contractor.

26 SUBCONTRACTING

- 26.1 County has relied, in entering into this Contract, on the reputation of and on obtaining the personal performance of Contractor, specifically, Contractor's Key Staff. The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by Contractor to subcontract any performance of this Contract without prior approval shall be null and void and shall be deemed a material breach of this Contract, upon which County may immediately terminate this Contract.
- 26.2 In the event Contractor subcontracts any portion of its performance of this Contract by the Contractor's Key Staff, Contractor shall provide to County, in writing, a notice regarding such subcontract, which shall include:
1. The reasons for the particular subcontract;
 2. Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;
 3. A detailed description of the Work to be provided by the proposed subcontractor;
 4. Confidentiality provisions applicable to the proposed subcontractor's officers, employees and agents, which would be incorporated into the subcontract;
 5. Required County forms including (a) Exhibit E (Contractor's EEO Certification), (b) Exhibit H.1 (Contractor's Confidentiality Agreement), (c) Exhibit J (Safely Surrendered Baby Law), and (d) any other County-required provisions;
 6. A representation from Contractor that:
 - a. the proposed subcontractor is qualified to provide the Work for which subcontractor is being hired;

- b. either the proposed subcontractor maintains the insurance required by this Contract or Contractor has procured and maintains such insurance coverage for the proposed subcontractor;
 - c. 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 under this Contract; and
 - d. either the proposed subcontractor or Contractor shall provide for indemnification of County under the same terms and conditions as the indemnification provisions of this Contract, including those specified in Paragraphs 13 (Indemnification); and
7. Other pertinent information and/or certifications reasonably requested by County.
- 26.3 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.
- 26.4 Notwithstanding any provision of this Contract 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 Contract.
- 26.5 Notwithstanding any other provision of this Paragraph 26 (Subcontracting), Contractor shall remain fully responsible for any and all performance required of it under this Contract, 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 Contract. 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 Contract shall not be construed to limit, in any way, Contractor's performance, obligations or responsibilities to County or limit, in any way, any of County's rights or remedies contained in this Contract.
- 26.6 Subcontracting of any Work performed by the Contractor's Key Staff under this Contract shall not waive County's right to prior and continuing approval of any or all such Contractor's Key Staff pursuant to the provisions of Paragraph 3.3 (Approval of Contractor's Staff), including any subcontracted members of the Contractor's Key Staff. Contractor shall notify its subcontractors of this County's right prior to subcontractors commencing performance under this Contract.
- 26.7 Notwithstanding subcontracting by Contractor of any Work under this Contract, 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 Contract.
- 26.8 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 26 (Subcontracting) or a blanket consent to any further subcontracting.

27 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.

28 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 purchasing the Services contracted herein.

29 RECORDS AND AUDITS

- 29.1 Contractor shall maintain accurate and complete financial records of its activities and operations directly relating to this Contract 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 Contract to the extent required by law. All such material shall be kept and maintained by Contractor during the term of this Contract and for a period of five 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.
- 29.2 In the event that an audit is conducted of Contractor specifically regarding this Contract by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. County shall make a reasonable effort to maintain the confidentiality of such audit report(s). Notwithstanding the above, Contractor shall have no obligation to provide any such information to the County subsequent to any confidential or classified Federal or State audit.
- 29.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 29 (Records and Audits) shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract under the terms of Paragraph 20 (Termination for Default).
- 29.4 If, at any time during the Term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit, at County's expense, of the Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to the Contractor, then the difference shall be either: (a) repaid by Contractor to County by cash payment upon demand, or (b) deducted from any amounts due to Contractor from County, as determined by County. If such audit finds that the County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment.

30 COUNTY'S QUALITY ASSURANCE PLAN

County, or its agent, will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions. Contractor deficiencies, which County determines are significant or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the County's Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvements and/or

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corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures within thirty days of County's notice of Contractor deficiencies, County may, at its sole option, terminate this Contract, in whole or in part, pursuant to Paragraph 20 (Termination for Default) or Paragraph 21 (Termination for Convenience), or impose other penalties as specified in this Contract.

31 CONFLICT OF INTEREST

- 31.1 No County employee whose position with County enables such employee to influence the award of this Contract, any competing agreements, or any other contract with the County, shall be employed in any capacity by Contractor during the term of the Agreement, or have any other direct financial interest in this Contract. 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.
- 31.2 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. Contractor shall comply with all conflict of interest laws applicable to its performance under this Agreement

32 COMPLIANCE WITH APPLICABLE LAWS

- 32.1 In the performance of this Contract, 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 Contract are hereby incorporated herein by reference.
- 32.2 Intentionally Omitted.
- 32.3 Intentionally Omitted.
- 32.4 Failure by Contractor to comply with such laws and regulations shall be deemed a material breach of this Contract and may result in termination of this Contract.

33 FAIR LABOR STANDARDS

Contractor shall indemnify, defend, and hold harmless County, its elected and appointed 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 of California 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: (a) promptly notifies Contractor in writing of the claim; and (b) allows Contractor to control, and cooperate with Contractor in, the defense and any related settlement negotiations.

34 COMPLIANCE WITH CIVIL RIGHTS LAWS

- 34.1 Contractor certifies and agrees, and will recertify 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, including but not limited to :

1. Title VII, Civil Rights Act of 1964;
2. Section 504, Rehabilitation Act of 1973;
3. Age Discrimination Act of 1975;
4. Title IX, Education Amendments of 1973, as applicable; and
5. Title 43, Part 17, Code of Federal Regulations, Subparts A & B.

- 34.2 Contractor shall, pursuant to Los Angeles County Code Section 4.32, certify to and comply with the provisions of Exhibit E (Contractor's EEO Certification).
- 34.3 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.
- 34.4 Contractor herein 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.
- 34.5 Intentionally Omitted.
- 34.6 Contractor shall allow County representatives access to Contractor's employment records during Business Hours to verify compliance with the provisions of this Paragraph 34 (Compliance with Civil Rights Laws) when so requested by County, and subject to all attendant confidentiality restrictions and privacy concerns.
- 34.7 If County finds that any of the provisions of this Paragraph 34 (Compliance with Civil Rights Laws) have been violated, such violation shall, at the election of County, constitute a material breach of this Contract upon which County may terminate or suspend this Contract at County's option, either for material breach under Paragraph 20 (Termination for Default) of this Contract or for convenience under Paragraph 21 (Termination for Convenience) of this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, 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 constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 34.8 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 for each such violation, in lieu of termination or suspension hereof. In the alternative, County may elect to terminate this Contract pursuant to Paragraph 20 (Termination for Default).

35 RESTRICTIONS ON LOBBYING

35.1 FEDERAL FUNDS PROJECTS

If any Federal funds are to be used to pay for any portion of Contractor's Work under this Contract, 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 Contract also fully complies with all applicable certification and disclosure requirements.

35.2 LOBBYIST ORDINANCE

Contractor, and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles 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 Contract, upon which County may immediately terminate or suspend this Contract at County's option, either for material breach under Paragraph 20 (Termination for Default) of this Contract or for convenience under Paragraph 21 (Termination for Convenience) of this Contract.

36 EMPLOYMENT ELIGIBILITY VERIFICATION

36.1 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 Contract 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).

36.2 Contractor shall obtain from all employees performing under this Contract 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.

36.3 Contractor shall indemnify, defend, and hold harmless County, their officers, employees, agents and volunteers 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, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Contract.

37 CONTRACT HIRING

37.1 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the Effective Date of this Contract to perform the Work set forth herein, Contractor shall give first consideration for such employment openings to qualified, 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 Contract, and who are identified by County to Contractor timely in advance of Contractor's hiring efforts.

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- 37.2 **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/GROW 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.
- 37.3 **PROHIBITION AGAINST INDUCEMENT AND PERSUASION**
- Contractor and County agree that, during the Term of this Contract and for a period of one 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.
- 38 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.
- 39 CONTRACTOR RESPONSIBILITY AND DEBARMENT**
- 39.1 **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 this Contract. It is County's policy to conduct business only with responsible Contractors.
- 39.2 **CHAPTER 2.202**
- Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of Contractor on this Contract or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, 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 years, although may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing agreements Contractor may have with County.
- 39.3 **NON-RESPONSIBLE CONTRACTOR**
- County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (a) violated any term of a contract with County or a nonprofit corporation created by County; (b) 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; (c) committed an act or offense which indicates a lack of business integrity or business honesty; or (d) made or submitted a false claim against County or any other public entity.

39.4 CONTRACTOR HEARING BOARD

- 39.4.1 If there is evidence that Contractor may be subject to debarment, County's Project Director, will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.
- 39.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor, County's Project Director, and County's departments shall be provided with an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.
- 39.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to County's Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 39.4.4 If Contractor has been debarred for a period longer than five years, then Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that such Contractor has adequately demonstrated one or more of the following: (a) elimination of the grounds for which the debarment was imposed; (b) a bona fide change in ownership or management; (c) material evidence discovered after debarment was imposed; or (d) any other reason that is in the best interests of County.
- 39.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (a) the requesting Contractor has been debarred for a period longer than five years, (b) the debarment has been in effect for at least five years and (c) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 39.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

39.5 SUBCONTRACTORS OF CONTRACTOR

The terms and procedures of this Paragraph 39 (Contractor Responsibility and Debarment) shall also apply to subcontractors, consultants and partners of Contractor performing Work under this Contract.

40 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 years following the furnishing of Services under this Contract, 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 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.

41 REQUIRED CERTIFICATIONS

Contractor shall obtain and maintain in effect during the Term of this Contract 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 Contract. 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 Contract 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 Exhibit F (County Administration).

42 NO THIRD-PARTY BENEFICIARIES

Notwithstanding any other provision of this Contract, 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 Contract, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

43 INTENTIONALLY OMITTED

44 WARRANTY AGAINST CONTINGENT FEES

- 44.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract 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.
- 44.2 For breach of this warranty, County shall have the right to terminate this Contract and, at its sole discretion, deduct from the fees owed, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

45 SAFELY SURRENDERED BABY LAW

45.1 NOTICE TO EMPLOYEES REGARDING SAFELY SURRENDERED BABY LAW

As required by applicable law, Contractor shall notify and provide to its employees based in the County, and shall require each subcontractor to notify and provide to its employees based

in the County, information regarding the Safely Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit J (Safely Surrendered Baby Law) of this Contract. Additional information is available at <http://babysafela.org>.

45.2 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW

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 Exhibit J (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. Information and posters for printing are available at <http://babysafela.org>.

46 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

46.1 JURY SERVICE PROGRAM

This Contract 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 Los Angeles County Code (hereinafter "County Code").

46.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

- 46.2.1 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 46.2.2 below) shall receive from 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 Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
- 46.2.2 For purposes of this Paragraph 46 (Compliance with County's Jury Service Program), "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 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 hours or more worked per week, or a lesser number of hours if: a) the lesser number is a recognized industry standard as determined by County, or b) Contractor has a longstanding practice that defines the lesser number of hours as fulltime. Fulltime employees providing short term, temporary services of ninety days or less within a twelve 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 Contract, the subcontractor shall also be subject to the provisions of this Paragraph 46 (Compliance with County's Jury Service Program). The provisions of this Paragraph 46 (Compliance with County's Jury Service Program) shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to this Contract.

- 46.2.3 If Contractor is not required to comply with the Jury Service Program when this Contract 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 Contract 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.
- 46.2.4 Contractor’s violation of this Paragraph 46 (Compliance with County’s Jury Service Program) of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract 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.

47 CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

- 47.1 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.
- 47.2 As required by County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor’s duty under this Contract 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 Contract 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).

48 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 47 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program) shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within ninety 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 Contract pursuant to Paragraph 20 (Termination for Default) and pursue debarment of Contractor pursuant to Paragraph 39 (Contractor Responsibility and Debarment).

49 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

49.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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.

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 Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

49.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 49.1 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

50 INTENTIONALLY OMITTED

51 DISPUTE RESOLUTION PROCEDURE

51.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Paragraph 51 (Dispute Resolution Procedure) (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.

51.2 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.

51.3 Intentionally Omitted

51.4 In the event of any dispute between the parties with respect to this Contract, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

51.5 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten 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.

51.6 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten 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 Department's chief information officer. These persons shall have ten days to attempt to resolve the dispute.

51.7 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 Contract and/or its rights and remedies as provided by law.

- 51.8 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 51 (Dispute Resolution Procedure), 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.
- 51.9 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.
- 51.10 Notwithstanding any other provision of this Contract, a party's right to seek injunctive relief to enforce the provisions set forth in Attachment B.10 (Information Security and Privacy Requirements), of this Contract shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification 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.

52 INTENTIONALLY OMITTED

53 NEW TECHNOLOGY

Contractor and County acknowledge the probability that the technology behind the software which comprises the Solution will change and improve during the term of this Contract. County desires the flexibility to incorporate into the Solution 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 Solution.

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 Solution, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price, as applicable, of the Solution. County, at its sole discretion, may request that this Contract be amended to incorporate the new technologies, methodologies and techniques into the Solution pursuant to the provision of Paragraph 4.3.

54 NON-DISCRIMINATION IN SERVICES

- 54.1 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 54 (Non-Discrimination in Services), 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.

- 54.2 Contractor shall ensure that recipients of Services under this Contract are provided Services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap.

55 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.

56 GOVERNING LAW, JURISDICTION AND VENUE

This Contract shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California 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 of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in in a State court located in the County of Los Angeles, California or the Federal District Court of the Central District of California.

57 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 Contract 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 Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

58 AUTHORIZATION WARRANTY

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

59 VALIDITY AND SEVERABILITY

59.1 VALIDITY

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

59.2 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 Contract, 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 Contract 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.

60 NOTICES

- 60.1 All notices or demands required or permitted to be given or made under this Contract, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first class registered or certified mail, postage prepaid; or (c) by facsimile or electronic mail transmission followed within twenty-four 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 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 days prior written notice thereof to the other party. County's Project Director, or authorized designee, shall have the authority to issue all notices or demands which are required or permitted to be issued by County under this Contract.
- 60.2 To County, notices shall be sent to the attention of County's Project Manager and County's Project Director at the respective addresses specified in Exhibit F (County Administration).
To Contractor, notices shall be sent to the attention of Contractor's Project Manager at the address specified in Exhibit G (Contractor Administration), with a copy to Contractor's Project Director, with a copy to Contractor's project executive.
- 60.3 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 60 by giving written notice of the change to the other party, subject to County's right of approval in accordance with Paragraph 3.3 (Approval of Contractor's Staff).

61 ARM'S LENGTH NEGOTIATIONS

This Contract 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 Contract is to be interpreted fairly as between them and is not to be strictly construed against either as the drafter or otherwise.

62 NON-EXCLUSIVITY

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

63 FORCE MAJEURE AND CONTRACTOR PERFORMANCE

- 63.1 Neither party shall be liable for failure to perform under this Contract, if its failure to perform arises out of, or is materially impacted by, catastrophic 1) fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, and other natural disasters, and 2) riots, insurrection, civil unrest, strikes, freight embargoes or acts of terrorism (collectively, "Force Majeure"), but in every such case the failure to perform must be unforeseeable, as well as without any fault or negligence of the non-performing party
- 63.2 Notwithstanding any other provision of this Contract, Contractor recognizes that 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 Force Majeure or similar event. Contractor's full and uninterrupted performance during a Force Majeure 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

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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

- 63.3 Neither party shall be liable for failure to perform under this Contract in the event of a Force Majeure event that has a direct and unforeseeable impact on performance under this Contract.

64 INTENTIONALLY OMITTED

65 MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY

Contractor cannot assign employees under the age of eighteen to perform Work under this Contract. All of Contractor's employees working at County facilities must be able to communicate in both written and spoken English. Contractor's employees must be United State citizens or legally present and permitted to work in the United States.

66 NOTICE OF DELAYS

Exception 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 Contract, that party shall, within five Business Days, give notice thereof, including all relevant information with respect thereto, to the other party.

67 RE-SOLICITATION OF BIDS AND PROPOSALS

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

- 67.2 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.

68 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT

Except as set forth in Paragraph 24 (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 Contract. 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 Contract shall not constitute a waiver of County's right to recover such payment from Contractor. The provisions of this Paragraph 68 (No Payment for Services Provided Following Expiration or Termination of Contract) shall survive the expiration or other termination of this Contract.

69 ACCESS TO COUNTY FACILITIES

Contractor, its employees and agents, may be granted access to County facilities, subject to Contractor's prior notification to County's Project Manager, for the purpose of executing

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Contractor's obligations hereunder. Access to County facilities shall be restricted to Business Hours, County-observed Holidays excepted. Access to County facilities outside of Business Hours must be approved in writing in advance by County's Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's Project Manager.

70 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform Services hereunder and only for the performance of such Services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment on a non-exclusive use basis, as determined at the discretion of the applicable County's project manager at County facilities. County may also provide Contractor with reasonable telephone, internet, and Solution serve access from within such office space for use only for purposes of this Contract. 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.

71 PHYSICAL ALTERATIONS

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

72 DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

- 72.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty days after the occurrence.
- 72.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or, without limitation of all County's other rights and remedies provided by law or under this Contract, County may deduct such costs from any amounts due Contractor from County under this Contract.

73 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.

74 RECYCLED PAPER

Consistent with the County's 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 while fulfilling the requirements of this Contract.

75 TIME OFF FOR VOTING

Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000). Not less than ten calendar days before every statewide election, every Contractor and subcontractor shall keep posted conspicuously at the place of

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work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of California Elections Code Section 14000.

76 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

77 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements and civil liability.

78 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE ON HUMAN TRAFFICKING

Contractor acknowledges that County has established a Zero Tolerance on Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If Contractor or member of Contractor's staff is convicted of a human trafficking offense, County shall require that Contractor or member of Contractor's staff be removed immediately from performing any Work under this Contract. County will not be under any obligation to disclose Confidential Information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this Paragraph 78 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

79 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Contract.

80 SURVIVAL

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

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

TYLER TECHNOLOGIES, INC.

By _____

Name

Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA

Executive Officer-Clerk
of the Board of Supervisors

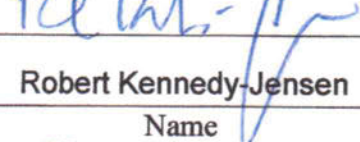
By _____
Deputy

APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
County Counsel

By _____
CAMMY C. DuPONT
Principal Deputy County Counsel

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

TYLER TECHNOLOGIES, INC.

By 
Robert Kennedy-Jensen
Name
Director of Contracts
Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA

Executive Officer-Clerk

of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA

County Counsel

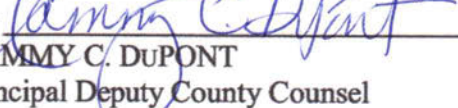
By 
CAMMY C. DUPONT
Principal Deputy County Counsel

Exhibit A

Statement of Work

Exhibit A. Statement of Work

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1. GENERAL

1.1. Attachments

- 1.1.1. Attachment A.2 (Procedures for Conveyance and Acceptance of Deliverables) defines the process for receiving, reviewing, and accepting the Deliverables.

1.2. Background

- 1.2.1. The Los Angeles County Sheriff's Department (LASD) is a law-enforcement agency serving Los Angeles County, California, an area totaling approximately 4,084 square miles with a population of 10,105,518 (U.S. Census 2018 estimate)—the most populous county in the United States. LASD is the largest sheriff's department in the world, with approximately 18,000 employees, providing general law-enforcement services to 40 contract cities, 90 unincorporated communities, 216 facilities, hospitals, and clinics located throughout the County, nine community colleges, the Metropolitan Transit Authority, and 47 Superior Courts. LASD also provides services such as laboratories and academy training to smaller law-enforcement agencies within the County. Additionally, LASD is responsible for securing approximately 18,000 inmates daily in seven custody facilities which includes providing food and medical treatment.
- 1.2.2. Each county sheriff's department in California is responsible for providing civil-enforcement services within their respective counties. In 2017 LASD's civil-enforcement volume was:
 - 1.2.2.1. 172,000 service requests
 - 1.2.2.2. 1.4 million accounting entries
 - 1.2.2.3. Cash transactions totaling \$256 million

1.3. Project Goals

- 1.3.1. The purpose of this project is to replace a 30-year-old computer system supporting LASD's civil-enforcement functions. The current computer system is called Modified Automated Process and Accounting System (MAPAS); the new computer system is to be called Automated Civil-Enforcement System (ACES).
- 1.3.2. MAPAS needs to be replaced because:
 - 1.3.2.1. It runs on an obsolescent Technical Infrastructure;
 - 1.3.2.2. Its accounting is obscure and nonstandard;
 - 1.3.2.3. It does not meet current internal-control requirements;

- 1.3.2.4.** It has a non-intuitive user interface;
 - 1.3.2.5.** It is functionally limited; and
 - 1.3.2.6.** It lacks systematic documentation.
- 1.3.3.** LASD's civil-enforcement business processes have evolved around the limitations of MAPAS; ACES is intended to support redesigned business processes with greater efficiency, ease of use, controls, flexibility, accountability, auditability, security, and recoverability.

1.4. ACES Users

- 1.4.1.** ACES Users will include:
 - 1.4.1.1.** Approximately 300 clerical, field, and supervisory employees of LASD's Civil Management Bureau;
 - 1.4.1.2.** Approximately 20 information-technology support employees of LASD's Data Systems Bureau, for system-management functions;
 - 1.4.1.3.** Approximately 50 employees of LASD's patrol stations, whose use will be limited to the Vehicle Inspection Workflow—see Attachment B.1 (Workflows); and
 - 1.4.1.4.** Approximately 20 employees in the Public Defender Department and Alternate Public Defender Department, whose use will be limited to the Public Defender Workflow—see Attachment B.1 (Workflows).
- 1.4.2.** Users will access ACES via County's internal network.

1.5. ACES Version Control

- 1.5.1.** ACES shall be developed in one or more development environments. Contractor shall administer all development environments residing outside of the LASD network (if any).
- 1.5.2.** Contractor shall use sequence numbers to identify ACES versions (or builds) to be migrated from a development environment into other environments.
- 1.5.3.** When a version (or build) of ACES is ready for testing, it will migrate to one or more testing environments. When a version of ACES has passed all appropriate tests, it will migrate to the production environment, training environment, and sandbox environments.
- 1.5.4.** Contractor shall control changes to Application Software and data in development environments residing within the LASD network (if any), with approval from County's Project manager.

- 1.5.5.** Contractor and County shall jointly establish a procedure (see Paragraph 2.1.1.9) for verifying that when software and data files are transmitted between County and Contractor, the files were not changed or corrupted in transmission.
- 1.5.6.** When ACES software or data is to be migrated to an environment to be used by County personnel, Contractor shall notify County's database administrator, who will then copy the designated software or data into the appropriate environment.
- 1.5.7.** During formal Acceptance Testing, Contractor shall maintain a log describing the changes made to all ACES environments. Contractor shall provide County's Project Manager with access to that log.
- 1.5.8.** During periods when the training or sandbox environments are in active use, County's database administrator will reset those environments on a scheduled basis, typically nightly.
- 1.5.9.** Contractor may copy ACES software or ACES data from a County-administered environment to a Contractor-administered environment through a controlled, auditable procedure to be created and administered by Contractor after approval by County's Project Manager.
- 1.5.10.** Contractor shall have read access only, to environments County uses for Acceptance Testing, training, or production.
- 1.5.11.** Contractor shall evaluate, deliver, install, and configure Software Updates in close coordination with County, in accordance with the Change Control Plan in the Project-Control Document.
- 1.5.12.** Contractor shall provide a mechanism to reverse a change or roll back ACES to a previous version or build if that change is found to be problematic.
- 1.5.13.** When requested by County's Project Manager, Contractor shall provide County with access to (or copies of) up-to-date Change Control records.

1.6. County's General Responsibilities

- 1.6.1.** County (directly and/or via a third-party hosting service) will provide, fund, procure, implement, operate, host, backup, recover, administer, and support the following components of the ACES environment, other than development environments residing outside of the LASD network (if any):
 - 1.6.1.1.** Technical Infrastructure;
 - 1.6.1.2.** Desktops and peripherals for various user functions including scanners, printers, barcode readers, bankcard readers, etc;
 - 1.6.1.3.** Third-party COTS Products such as Microsoft Office, PDF reader, etc., used for certain steps in the Workflows;

- 1.6.1.4. Data extracted from MAPAS, which Contractor will transform into the ACES database schema;
 - 1.6.1.5. Links by which Contractor can access County data relevant to ACES; and
 - 1.6.1.6. Data created or edited through normal user functions and system-administrator functions.
 - 1.6.2. County will provide Contractor with remote access to County's ACES development and test environment for Contractor's use in developing and testing ACES using County data.
 - 1.6.3. County will provide the following documentation:
 - 1.6.3.1. A project charter describing executive sponsorship, project governance, steering committee, decision tree for major issues, and similar high-level matters;
 - 1.6.3.2. Updates to Attachment B.1 (Workflows) as needed; and
 - 1.6.3.3. Scenario descriptions along with corresponding detail data derived from actual business events that were conducted in MAPAS, for the purpose of comparing and validating ACES against equivalent processing in MAPAS.
 - 1.6.4. County will provide and manage the following personnel:
 - 1.6.4.1. An individual designated as County’s Project Manager, who will:
 - (a) Act as the County’s primary point of contact for work covered under this Statement of Work;
 - (b) Provide guidance regarding the Statement of Work, Solution Requirements, and Service Level Agreement and their attachments, and County’s expectations regarding the breadth, depth, precision, format, and consistency of Deliverables; and
 - (c) Coordinate the activities of, information from, and decisions made by County personnel.
 - 1.6.4.2. Subject-matter experts who will:
 - (a) Describe business rules and current procedures;
 - (b) Demonstrate and explain how MAPAS is used for various business functions; and
 - (c) Provide opportunities for Contractor to observe MAPAS in actual business use.

- 1.6.5.** County will provide onsite facilities:
 - 1.6.5.1.** Rooms and equipment for meetings, training sessions, demonstrations, etc. relevant to this project; and
 - 1.6.5.2.** Three (3) desks for Contractor personnel to work onsite, for activities relevant to this project.
- 1.6.6.** County will use commercially reasonable efforts for timely review of Deliverables submitted. See Attachment A.2 (Procedures for Conveyance and Acceptance of Deliverables).
- 1.6.7.** Additional County responsibilities are indicated in Section 2 of this Statement of Work.

1.7. Contractor's General Responsibilities

- 1.7.1.** Contractor shall provide and support the following:
 - 1.7.1.1.** The COTS Products (Baseline Software) licensed by County pursuant to Exhibit K (SoftCode License Agreement), enhanced and Configured so as to function per Exhibit B (ACES Requirements);
 - 1.7.1.2.** Customized Interfaces between the above COTS Product suite and various external software and databases, currently indicated in Attachment B.2 (Interfaces);
 - 1.7.1.3.** Customized web services for Workflow steps where users are able to access ACES via portals outside of CivilServe, CivilMobile, CivilView, or the Interfaces in scope;
 - 1.7.1.4.** Any additional software needed to complete ACES;
 - 1.7.1.5.** Database schema and physical database used by ACES; and
 - 1.7.1.6.** Directly loaded data as needed for demonstrations, testing, and Cutover, some of which is to be converted from sources provided by County per paragraph 1.6.1.5 above.
- 1.7.2.** Contractor shall ensure that Contractor-provided software is compatible with the County-provided components of the ACES environment, taking account of the most recent Software Updates where applicable.
- 1.7.3.** Contractor shall integrate Contractor-provided software and County-provided components of the ACES environment into an overall technical system for the business functions in scope.
- 1.7.4.** If any ACES requirements conflict with the basic structure of the COTS components of ACES, Contractor shall work with County to provide alternative means acceptable to County, to attain ACES functionality in accordance with Exhibit B (ACES Requirements).

- 1.7.5.** Contractor shall procure and install any developer tools and pre-built Software modules as needed by Contractor for this project.
- 1.7.6.** Contractor may observe current MAPAS usage. (Contractor is not expected to analyze MAPAS's internal logic, database, or user interface.)
- 1.7.7.** Contractor personnel shall meet with County's subject-matter experts and information-technology team members to explain Contractor's proposed use of best practices for case-management, cashiering, and accounting systems in relation to ACES business functions.
- 1.7.8.** Contractor's key personnel shall work onsite during Business Hours in a County facility that is provided by County's Project Manager, as follows:
 - 1.7.8.1.** Contractor shall work onsite for approximately one week every month from project inception until Final Acceptance, except when County's Project Manager deems that onsite work is not necessary and communicates this in writing to Contractor's Project Manager; and
 - 1.7.8.2.** For issues whose urgency necessitates face-to-face interaction between County and Contractor personnel, Contractor shall work onsite regardless of the ongoing onsite schedule.
- 1.7.9.** When onsite, Contractor personnel shall wear prominently displayed identification badges issued by Contractor, and also, for secure areas, identification badges issued by County.
- 1.7.10.** Contractor shall arrange for, and bear the cost of, travel, lodging, parking, supplies, and other provisions to enable Contractor personnel to efficiently work on this project.
- 1.7.11.** Contractor shall assume responsibility for the protection, safekeeping, safety, security, operation, maintenance, and liability of any material and equipment entrusted to Contractor, with any exceptions explicitly stated in writing by County's Project Manager or designee.
- 1.7.12.** Contractor shall abide by security practices as indicated in Attachment B.9 (LASD Information Security Policies).
- 1.7.13.** Contractor shall not export or download County data outside of the Sheriff's Department computer network except as specifically authorized by County's Project Manager.
- 1.7.14.** Contractor shall use secure FTP to transmit software between Contractor computers and County computers, except where other specific arrangements are authorized by County's Project Manager.
- 1.7.15.** Contractor shall set up and operate a system for organizing and controlling major project documents including Deliverables.

- 1.7.16.** Contractor shall provide a realistic timetable for this project, neither too aggressive nor too conservative, and shall reasonably mitigate risks such as personnel turnover, so that schedule slippage does not occur.
- 1.7.17.** Contractor shall document and promptly inform County of all deviations from the most recently accepted update of the project schedule (see paragraphs 2.1.1.15 and 2.1.1.1 of this Statement of Work) in a form and manner acceptable to County. Likewise, County may inform Contractor of perceived deviations.
- 1.7.18.** Additional Contractor responsibilities are indicated in Section 2 of this Statement of Work.

1.8. Schedule Slippage and Project Reviews

- 1.8.1.** County may grant Contractor one or more extensions of time pursuant to Paragraph 4.5 (Extensions of Time) of the Contract. The granting of any extensions of time is at County's sole discretion.
- 1.8.2.** At such time that the cumulative effect of any such extensions, or other situations, result in a schedule slippage of 30 calendar days or more from the original adopted version of the Project Schedule, or the most recent version adopted by County's Project Review panel as applicable, then County and Contractor shall jointly file a report within 15 days after the slippage has occurred. The report shall (a) state the specific dates and events evidencing the slippage, (b) explain the reason(s) (cause) for the slippage, (c) describe the steps to be taken in response to that slippage, and (d) forecast the impact on the project. The report shall be incorporated into a formal Change Notice executed by County and Contractor pursuant to Paragraph 4 (Changes to Contract) of the Contract. A Change Notice shall be executed for each 30-calendar day accumulation of extensions thereafter.
- 1.8.3.** Notwithstanding the County Project Director's authority to process Change Notices for project delays and to grant Contractor extensions of time for Work performed (Contract, Paragraph 4.5 (Extensions of Time)), whenever 1) a task begins or is completed, 2) an acceptable Deliverable is submitted, or 3) a major milestone occurs, more than 90 calendar days after the date indicated in the most recently accepted Project Schedule, County, in County's sole discretion, will initiate a formal Project Review. The Project Review will be conducted by, though not be limited to, the Department's Office of Technology Planning in consultation with County Counsel. In like manner, County will initiate a formal Project Review for each subsequent 90-day extension thereafter.
- 1.8.4.** Each Project Review may result in 1) an assessment of the project's progress to date and the likelihood of future project success, 2) an assessment of accountability for the schedule slippage, quality lapses, and/or other project issues, 3) recommended remedial actions for

continued Work, 4) a reset of the Project Schedule, or 5) termination of the Contract, in whole or in part. Contractor's Project Director and Project Manager shall attend all Project Review sessions.

2. TASKS AND DELIVERABLES

- 2.0.** Unless specified otherwise, all Tasks and Subtasks described in this Statement of Work (SOW) shall be performed by Contractor. Contractor shall conduct all meetings, presentations, demonstrations and training at County designated locations, unless prior approval is granted by the County Project Manager. Contractor shall prepare and deliver all Deliverables described in this SOW, using the Deliverable numbers and titles indicated.

Attachment A.2 (Procedures for Conveyance and Acceptance of Deliverables) defines the process for receiving, reviewing, and accepting the Deliverables. Exhibit D (Pricing Schedule) defines the milestone payments triggered by the Acceptance of various Deliverables.

2.1. Task 1: Project Management

- 2.1.1.** Contractor shall, with assistance from the County, develop a Project-Control Document (PCD). The PCD shall include, but not be limited to, detailed descriptions and plans for the activities to be carried out in the project, including estimates, dependencies, resources, and timetables, as follows:
- 2.1.1.1.** Scope: Summary of the project's scope.
 - 2.1.1.2.** Approach: Summary of the project's technical approach.
 - 2.1.1.3.** Project Charter (prepared by County per paragraph 1.6.2.1 of this Statement of Work).
 - 2.1.1.4.** Glossary of Commonly-Used Terms: Detailed list to be compiled by County and Contractor to ensure precise communication during the course of the project.
 - 2.1.1.5.** Quality-Control Plan: Detailed description of the procedures and mechanisms by which Contractor will control the quality of project activities and work products.
 - 2.1.1.6.** Project-Management Plan: Detailed description of the procedures and report templates for this Project-Management Task and for the Project Status Reporting Task.
 - 2.1.1.7.** Testing Strategy: General description of the approach for unit testing, regression testing, integration testing, and Acceptance Testing.

The Testing Strategy should describe the test-related tools, virtual environments, templates, roles, pass/fail criteria, and other such elements to be used to ensure and provide assurance that ACES will be highly reliable, available, and robust.

- 2.1.1.8.** Change Control Plan: Detailed description of the procedures for tracking and controlling changes to project plans, ACES requirements, Software builds and versions, directly loaded data, and versions of Deliverables.

The Change Control Plan shall incorporate and elaborate upon Section 1.5 (ACES Version Control) in this Statement of Work.

- 2.1.1.9.** Software Transmission Control Plan: Procedure for verifying that when software and data files are transmitted between County and Contractor, the files were not changed or corrupted in transmission.

- 2.1.1.10.** Communication Plan: Detailed description of the roles, responsibilities, procedures, expectations, and coordination/communication mechanisms by which Contractor and County personnel will work together.

- 2.1.1.11.** Security Strategy: Description of Contractor's strategy to protect ACES from malicious attacks, unauthorized access, spoofing, hacking, etc., and to ensure the integrity, authentication, and availability of ACES.

- 2.1.1.12.** Business-Continuity Plan: Detailed description of the roles, responsibilities, and procedures for County and Contractor personnel to deal with disruptions to the business system due to technical system degradation or failure after Cutover, including backup, recovery, failover, and security of the technical system.

- 2.1.1.13.** Risk-Mitigation Plan: Descriptions of:

- (a)** Potential technical system Defects and user errors that could severely degrade the business system or expose County to serious risks;
- (b)** Practices that County could carry out to decrease the probability of technical system Defects and user errors;
- (c)** Workarounds that County could deploy to decrease the severity of Defects and User errors, and their impact on the business system and risk exposure;
- (d)** Contractor's approach to mitigating personnel turnover; and

- (e) Contractor's response to County's inability to provide access to County subject-matter expertise.
 - 2.1.1.14. Data-Conversion Strategy: Criteria, transformation rules, and volume estimates for the data-conversion task.
 - 2.1.1.15. Resources:
 - (a) Resumes of key Contractor personnel who perform the above activities and take responsibility for project outcomes;
 - (b) Brief descriptions of the various roles to be assigned to individuals, indicating each role's duties and responsibilities in relation to this project; and
 - (c) Organization chart for this project indicating project roles, the supervisor-subordinate reporting relationships among roles, and the name of the individual who occupies (or will occupy) each role.
 - 2.1.1.16. Any additional material jointly deemed necessary by both Contractor and County;
 - 2.1.1.17. Project Schedule: A work-breakdown structure indicating major activities, deliverables, dependencies, timetable, and resource utilization for the Implementation phase of the project, keyed to the Tasks and Deliverables in this Statement of Work.
 - (a) The Project Schedule shall indicate the specific dates when the various modules, Deliverables, etc. are to be demonstrated.
 - (b) The Project Schedule should not be included in the PDF file for this Deliverable, but instead should be submitted alongside of the PDF file as an editable Microsoft Project file.
- 2.1.2. Contractor shall prepare and submit to County updates of the PCD whenever major changes to the project occur or are foreseen, provided that such changes have been approved by County's Project Manager. (Changes to project scope, ACES requirements, costs, or contractual provisions will likely also require Change Notices or Contract Amendments, as required under the Contract.)
- 2.1.3. Contractor shall coordinate project activities and resources.
- 2.1.4. Contractor shall track actual status against project schedule.
- 2.1.5. Contractor shall forecast future progress and update plans as appropriate.
- 2.1.6. Contractor shall supervise Contractor personnel, which shall also include any subcontractors.

- 2.1.7.** Contractor shall anticipate, detect, conceptualize, diagnose, monitor, track, and resolve issues.
- 2.1.8.** Contractor shall ensure the quality of all Task performance, Work products, and Deliverables.
- 2.1.9.** Contractor shall designate an individual as Contractor's Project Manager to serve as the primary point of contact for this project, who:
 - 2.1.9.1.** Is fully knowledgeable about project plans, status, functional requirements, technical approach, Contractor personnel capabilities, Contractor work products, and project issues;
 - 2.1.9.2.** Is fully authorized to make day-to-day project decisions;
 - 2.1.9.3.** Is easily accessible to County's Project Manager; and
 - 2.1.9.4.** Contractor's failure to provide such Project Manager may, at County's sole determination, be considered a material breach of the Contract.

Deliverable 1.1. Project-Control Document

- 2.1.10.** This Deliverable is described in paragraph 2.1.1 above.

2.2. Task 2: Project Status Reporting

- 2.2.1.** From the Contract Effective Date through Final Acceptance, Contractor shall provide County with written status reports on a weekly basis, detailing:
 - 2.2.1.1.** Period covered by the report;
 - 2.2.1.2.** Very brief summary of project status as of the date of the report;
 - 2.2.1.3.** Personnel changes made during the period covered by the report, and anticipated for the future;
 - 2.2.1.4.** Major decisions made during the period covered by the report;
 - 2.2.1.5.** Specific activities carried out since the previous status report, including scheduled activities and action items and ad-hoc activities not called out in the Project Schedule;
 - 2.2.1.6.** Anticipated activities to be carried out during the next week, including scheduled activities and action items and ad-hoc activities not called out in the Project Schedule;
 - 2.2.1.7.** Forecasts for the Tasks, Deliverables, and milestones in the Project Schedule;
 - 2.2.1.8.** New issues not previously reported, with a detailed explanation; and

- 2.2.1.9.** Status of issues previously reported, with a detailed explanation of open issues not yet resolved.
- 2.2.2.** Contractor's Project Manager shall participate in weekly status-review meetings as convened by County's Project Manager, to candidly discuss the project's status, activities, plans, forecasts, technical approach to the various business functions, decisions, uncertainties, risks, and issues. Contractor's Project Manager shall attend these meetings physically in person, or via teleconference, unless County's Project Manager or County's Project Director determines that teleconferencing would not be effective.

Deliverable 2.1. Various, Ongoing

- 2.2.3.** This Deliverable is described in paragraphs 2.2.1 and 2.2.2 above.

2.3. Task 3: Assessment of the Technical Infrastructure

- 2.3.1.** Contractor shall acquire:
 - 2.3.1.1.** A detailed understanding of County's current and planned Technical Infrastructure relevant to ACES; and
 - 2.3.1.2.** A basic understanding of County's policies, procedures, and practices regarding the operation, support, backup, and recovery of the Technical Infrastructure relevant to ACES.
- 2.3.2.** Contractor shall evaluate the suitability of the Technical Infrastructure and Technical-Infrastructure policies, procedures, and practices, as relevant to ACES, and report findings in a Technical Infrastructure Report containing the following sections:
 - 2.3.2.1.** Assumptions regarding:
 - (a)** Normal operations and peak loads of ACES usage;
 - (b)** ACES security;
 - (c)** ACES maintenance;
 - (d)** Timing and level of effort by which ACES should be able to recover from outage to ensure business continuity, given that an ACES outage for more than a few hours could severely hamper LASD's ability to carry out enforcement activities for hundreds of court cases in Los Angeles County; and
 - (e)** Timing and level of effort by which ACES should be able to reliably return (roll back) Software and/or data to a prior state, in the event of a Software Defect, an implementation error, corrupted data, erroneous usage, etc.

- 2.3.2.2.** Description of the current Technical-Infrastructure components of ACES;
 - 2.3.2.3.** Description of future plans and forecasts for the ACES Technical Infrastructure;
 - 2.3.2.4.** “Should-be” criteria by which to evaluate the ACES Technical Infrastructure;
 - 2.3.2.5.** Significant gaps between the “should-be” and the current status;
 - 2.3.2.6.** Risks: Potential disruptive effect of those gaps on the Implementation phase of this project and/or the operational phase of ACES, and probability of such occurrences, taking account of both the current status and future plans/forecasts;
 - 2.3.2.7.** Acceptability of those risks, with the understanding that the project should not proceed with major unacceptable risks;
 - 2.3.2.8.** Recommendations, if any, including any Additional Software needed for ACES operation and maintenance within County’s Technical Infrastructure;
 - 2.3.2.9.** Rationale for the above recommendations; and
 - 2.3.2.10.** Specifications needed for County to implement the recommendations.
- 2.3.3.** Contractor shall assist County in resolving any Technical-Infrastructure issues that could affect ACES performance, efficiency, reliability, business continuity, and recoverability.
- 2.3.4.** Contractor shall closely coordinate with County’s data-center personnel.

Deliverable 3.1. Technical Infrastructure Report

- 2.3.5.** This Deliverable is described in Paragraph 2.3.2 above.

2.4. Task 4: Data Conversion

- 2.4.1.** ACES shall contain directly loaded data through a series of joint, coordinated data-conversion efforts by County and Contractor, as described below.
- 2.4.2.** Directly loaded data will consist of information relevant to active, open, or recently closed cases. Although data from older cases will not migrate to ACES, the data warehouse will serve as a permanent historical archive for MAPAS data.
- 2.4.3.** Separate procedures for data conversion and directly loaded data will be planned and conducted for each of the following Tasks:
- 2.4.3.1.** Task 5: Application Design, Development, and Testing

- 2.4.3.2. Task 6: Training
 - 2.4.3.3. Task 7: Acceptance Testing
 - 2.4.3.4. Task 8: Cutover
- 2.4.4. County will:
 - 2.4.4.1. Extract data from legacy databases and other sources;
 - 2.4.4.2. Load that data into the data warehouse;
 - 2.4.4.3. Provide Contractor with a guide explaining the above sources of directly loaded data and the logical interpretation of that data's history, structure, and content; and
 - 2.4.4.4. Provide Contractor with specific criteria for identifying data to be migrated into ACES for each of the following Tasks:
 - (a) Task 5: Application Design, Development, and Testing
 - (b) Task 6: Training
 - (c) Task 7: Acceptance Testing
 - (d) Task 8: Cutover
- 2.4.5. Contractor shall:
 - 2.4.5.1. Transform the above data into ACES's database schema;
 - 2.4.5.2. Identify data that are exceptions to the ACES data model or ACES data-validation rules, and adjust either that data or the ACES software so as to accommodate or otherwise handle those exceptions
 - 2.4.5.3. Directly load the above data into ACES (directly loaded data); and
 - 2.4.5.4. Verify that the ACES database is fully ready for the various activities that use converted data.
- 2.4.6. Solely for purposes within the scope of this project, Contractor may copy ACES software or ACES data from a County-administered environment to a Contractor-administered environment through a controlled, auditable procedure to be created and administered by Contractor and approved by County's Project Manager. The PCD shall specify Contractor's procedure for extracting, storing, using, and securing ACES data. The specific data sets and specific uses shall be approved by County's Project Manager before Contractor extracts, transmits, or stores such data. Absent further approvals from County's Project Manager, Contractor shall not extract, copy, transmit, download, or store any other Solution data or County data (see Paragraph 18.2.2, of the Contract). After such data is no longer needed for this project, Contractor shall cause that data to be completely

removed from all equipment, devices, and media outside the LASD network, and cause any paper copies of that data to be destroyed.

- 2.4.7.** Prior to Acceptance Testing, Contractor shall demonstrate the data-conversion procedures to be used during Cutover in a dry run of those procedures.

Deliverable 4.1. Data-Conversion Demonstration

- 2.4.8.** This Deliverable is described in paragraph 2.4.7 above.

2.5. Task 5: Application Design, Development, and Testing

- 2.5.0.** This Task 5 outlines the approach for delivering and documenting the ACES software. ACES functionality and other ACES requirements are detailed in Exhibit B (Requirements). Among the various materials contained in Exhibit B is Attachment B.8 (Gap Analysis) which memorializes the work already performed jointly by Contractor and County to (a) identify MAPAS functions lacking in the previously released version of CivilServe that County had installed, and (b) indicate how those gaps would be handled in this ACES project. Other materials in Exhibit B provide a more comprehensive vision for ACES functionality.

Modules

- 2.5.1.** Contractor shall deliver a series of separate modules whose particular functions are described in the subtasks below. Each module shall constitute a separate Deliverable consisting of:
- 2.5.1.1.** Contractor-provided components as indicated in paragraph 1.7.1 above;
 - 2.5.1.2.** A module description document having the following content (where applicable):
 - (a)** For each screen in this ACES module that has been added to or significantly modified, as solely determined by County Project Manager, from the prior released version of CivilServe: a mockup or screenshot of the screen with a summary of that screen's function(s), and detailed notes regarding:
 - Data fields
 - Checkboxes
 - Radio buttons
 - Labels and other text
 - Graphics

- Clickable (or touchable) buttons and controls
- Other major screen elements
- Rules governing the behavior of screen elements, for example, automatically populating data fields, enabling or disabling data entry into a field, color changes, text changes, popup messages, etc.
- Data-validation rules, and software responses when invalid data is entered
- Auto-complete, auto-correct, and similar mechanisms to assist in data entry
- Mapping of screen fields to interfaced data, where applicable

(b) Accounting treatments where applicable;

(c) Differences, exceptions, or deviations from Exhibit B (ACES Requirements) and its attachments B.1 (Workflows), B.2 (Interfaces), B.3 (Intake Types), B.4 (Service-Packet Content), B.5 (Calculation Formulas); and

(d) Summary of Contractor's testing activities, evidencing the reliability, availability, robustness, maintainability, and supportability of ACES for all modules delivered to-date.

2.5.2. Each delivered module shall meet all Requirements relevant to all functions in the module's scope.

2.5.3. Each delivered module shall be fully integrated with prior modules and shall meet all Requirements relevant to prior modules.

2.5.4. Functions may be moved among modules through the procedure indicated in paragraph 2.1.2 above.

Testing of Modules

2.5.5. Contractor shall plan, conduct, and document unit testing, regression testing, and integration testing for each module prior to its delivery to County. Contractor shall provide County with a technical narrative describing the testing procedures used and the results obtained. Contractor shall provide County with access to testing documentation when requested by County's Project Manager. In conjunction with the delivery of each module, Contractor shall provide evidence to County's Project Manager that the module meets all Requirements for the module, and is free of defects, inconsistencies, and major risks.

2.5.6. Testing shall be carried out in accordance with the testing strategy contemplated in the PCD (indicated in paragraph 2.1.1.6 above).

- 2.5.7.** Contractor shall test the module's functionality with ten years of simulated transaction history in the database. Converted MAPAS data should be used for this purpose.

Delivery of Modules

- 2.5.8.** Contractor shall deliver each module according to the following sequence of steps:
- 2.5.8.1.** Contractor shall prepare a rough draft of the module description document.
 - 2.5.8.2.** Contractor shall conduct an onsite presentation and discussion of the draft module description document, and receive feedback from County.
 - 2.5.8.3.** Contractor shall work with County to install, integrate, and configure relevant ACES components in a demonstration environment.
 - 2.5.8.4.** At least three Business Days prior to a scheduled demonstration of the module, Contractor shall submit the completed module description document to County's Project Manager.
 - 2.5.8.5.** Contractor shall plan and conduct an onsite session to demonstrate the fully tested module to County.
 - 2.5.8.6.** Following the demonstration of each module, County personnel may exercise it in a sandbox environment.
 - 2.5.8.7.** Within five Business Days following a module demonstration, County's Project Director will either (a) accept that module, or (b) explain the reasons why module is not acceptable.
 - 2.5.8.8.** County's Acceptance of individual modules during this Task 5 (Application Design, Development, and Testing) does not preclude the possibility that Deficiencies could subsequently be discovered during Task 7 (Acceptance Testing).

SUBTASK 5.1. FIRST ACES MODULE

- 2.5.9.** Contractor shall prepare and deliver the first ACES module as indicated in paragraphs 2.5.1 through 2.5.8 above. This module shall provide the following functionality:
- 2.5.9.1.** Intake including Registered Process Servers
 - 2.5.9.2.** Makeup for basic Service of Process
 - 2.5.9.3.** Personal Service of Process
 - 2.5.9.4.** Printing

- 2.5.9.5.** Receiving funds (fee deposits and judgment collections)

Deliverable 5.1. First ACES Module

SUBTASK 5.2. SECOND ACES MODULE

- 2.5.10.** Contractor shall prepare and deliver the second ACES module as indicated in paragraphs 2.5.1 through 2.5.8 above. This module shall provide the following functionality:
 - 2.5.10.1.** Queue manager
 - 2.5.10.2.** Enhanced writ layer with links
 - 2.5.10.3.** Multiple debtors having separate judgment amounts
 - 2.5.10.4.** Disbursements
 - 2.5.10.5.** eCAPS interface
 - 2.5.10.6.** Bankruptcy
 - 2.5.10.7.** Stay

Deliverable 5.2. Second ACES Module

SUBTASK 5.3. THIRD ACES MODULE

- 2.5.11.** Contractor shall prepare and deliver the third ACES module as indicated in paragraphs 2.5.1 through 2.5.8 above. This module shall provide the following functionality:
 - 2.5.11.1.** Bank Garnishment
 - 2.5.11.2.** Eviction
 - 2.5.11.3.** Arrieta Claim
 - 2.5.11.4.** Wage Garnishment
 - 2.5.11.5.** Civil Bench Warrant
 - 2.5.11.6.** Keeper
 - 2.5.11.7.** Personal Property - Writ of Possession
 - 2.5.11.8.** Personal Property - Writ of Attachment
 - 2.5.11.9.** Personal Property - Claim & Delivery
 - 2.5.11.10.** Personal Property - Writ of Execution / Sale

Deliverable 5.3. Third ACES Module

SUBTASK 5.4. FOURTH ACES MODULE

2.5.12. Contractor shall prepare and deliver the fourth ACES module as indicated in paragraphs 2.5.1 through 2.5.8 above. This module shall provide the following functionality:

- 2.5.12.1.** Writ Return
- 2.5.12.2.** Protective and Restraining Orders
- 2.5.12.3.** PROS Interface
- 2.5.12.4.** Vendor Payment
- 2.5.12.5.** Banking
- 2.5.12.6.** Lockbox Interface
- 2.5.12.7.** Use of CivilQuery to replace TROWeb and Civil.LASD.org
- 2.5.12.8.** Real Estate

Deliverable 5.4. Fourth ACES Module

SUBTASK 5.5. FIFTH ACES MODULE

2.5.13. Contractor shall prepare and deliver the fifth ACES module as indicated in paragraphs 2.5.1 through 2.5.8 above. This module shall provide the following functionality:

- 2.5.13.1.** 3rd Party Claim with Undertaking
- 2.5.13.2.** 3rd Party Claim without Undertaking
- 2.5.13.3.** Creditor Demand for 3rd Party Claim
- 2.5.13.4.** Claim of Exemption
- 2.5.13.5.** Appeal
- 2.5.13.6.** Public Defender (and Alternate Public Defender) Subpoena
- 2.5.13.7.** Vehicle Inspection
- 2.5.13.8.** Bankcard Interface
- 2.5.13.9.** Geographic Information System (GIS) Interface

Deliverable 5.5. Fifth ACES Module

SUBTASK 5.6. ACES SPECIFICATIONS

- 2.5.14.** After all modules have been accepted, Contractor shall document the following specifications prior to Acceptance Testing and for Cutover (Tasks 7 and 8):
- 2.5.14.1.** Software Configuration settings;
 - 2.5.14.2.** Directly loaded data, indicating the source of that data;
 - 2.5.14.3.** User roles (generally);
 - 2.5.14.4.** Rules for determining access to ACES components, functions, and data; and
 - 2.5.14.5.** Mechanisms and procedures for implementing the above.

Deliverable 5.6. ACES Specifications

2.6. Task 6: Training

- 2.6.1.** Training will take place in County facilities using County's Technical Infrastructure.
- 2.6.2.** County will print any paper copies of materials and manuals needed for training.
- 2.6.3.** County will develop supplementary materials to help users view ACES functions in relation to their MAPAS counterparts.
- 2.6.4.** Contractor shall design and plan training, based on the assumption that the individuals to be trained are:
 - 2.6.4.1.** Proficient MAPAS users
 - 2.6.4.2.** Typical users of Microsoft Outlook and Microsoft Office on standard Windows desktop workstations
 - 2.6.4.3.** Typical users of common browser applications
 - 2.6.4.4.** Knowledgeable about County's civil-enforcement policies and practices
- 2.6.5.** Contractor shall prepare two training plans, one for each of the subtasks below, with each training plan containing:
 - 2.6.5.1.** Planned hourly schedule of training topics
 - 2.6.5.2.** Materials to be used for training, which can be handouts, sample data, exercises, slides, videos, etc.
 - 2.6.5.3.** A user guide showing how to use user screens

- 2.6.5.4.** An administrator's guide for County helpdesk personnel to administer and troubleshoot ACES in accordance with County's role to support ACES as described in Exhibit C (Service Level Agreement)
- 2.6.5.5.** Criteria for determining whether the Technical Infrastructure and ACES are ready for this training
- 2.6.5.6.** Recommended criteria for County to assess whether trainees' mastery of ACES is sufficient for them to carry out their expected roles

SUBTASK 6.1. TRAINING PLAN FOR ACCEPTANCE TESTING

Deliverable 6.1. Training Plan for Acceptance Testing

- 2.6.6.** This Deliverable is described in paragraph 2.6.5 above.

SUBTASK 6.2. TRAINING FOR ACCEPTANCE TESTING

- 2.6.7.** In preparation for Acceptance Testing, Contractor shall train County's subject-matter experts and County's IT personnel via direct in-person training of two classes of 12 participants per class, with at least 50 hours of training per class spread over a two-week period.

Deliverable 6.2. Report of Completion of Training for Acceptance Testing

- 2.6.8.** This Deliverable shall be a report detailing the activities and results of this subtask, indicating that Contractor has completely fulfilled all responsibilities for training County personnel for Acceptance Testing.

SUBTASK 6.3. TRAINING PLAN FOR CUTOVER

Deliverable 6.3. Training Plan for Cutover

- 2.6.9.** This Deliverable is described in Paragraph 2.6.5 above.

SUBTASK 6.4. TRAINING FOR CUTOVER

- 2.6.10.** In preparation for Cutover, Contractor shall provide two (2) full-time trainers to conduct classes, assisted by pre-trained County subject-matter experts and IT personnel, for a three-week period. Approximately 300 end-users will be trained during that period.

Deliverable 6.4. Report of Completion of Training for Cutover

- 2.6.11.** This Deliverable shall be a report detailing the activities and results of this training, indicating that Contractor has completely fulfilled all responsibilities for Cutover training.

2.7. Task 7: Acceptance Testing

- 2.7.1.** Acceptance Testing will be an iterative process. After each testing iteration is completed, issues will be documented and reviewed jointly by County and Contractor, and then Contractor and County will make appropriate revisions to their respective components. After Contractor and County agree that those revisions are complete, the next iteration takes place. The iterative process continues until Contractor and County both agree that ACES is ready for Cutover.

SUBTASK 7.1. PLANNING FOR ACCEPTANCE TESTING

- 2.7.2.** Contractor shall develop, in coordination with the County, a plan for Acceptance Testing based on warranted functionality, including:
- 2.7.2.1.** Methodology, roles, responsibilities, and policies for Acceptance Testing;
 - 2.7.2.2.** Instructions for loading and otherwise preparing ACES for Acceptance Testing;
 - 2.7.2.3.** Checklist for verifying technical readiness for Acceptance Testing;
 - 2.7.2.4.** Checklist for organizational readiness for Acceptance Testing; and
 - 2.7.2.5.** Test procedure consisting of:
 - (a)** Step-by-step instructions for County personnel to carry out
 - (b)** Observable ACES behavior expected from each step including screen responses, database updates, printing, emails, etc.
- 2.7.3.** In addition to Contractor's recommended test procedure for Acceptance Testing, County may, in its sole discretion, plan and conduct one or more parallel tests in which transactions, reports, etc. that have been processed in MAPAS, are processed in ACES, and the two results compared.

Deliverable 7.1. Acceptance-Test Plan

- 2.7.4.** This Deliverable is described in paragraph 2.7.2 above.
- 2.7.5.** This Deliverable shall be considered Contractor's recommendation that County may change or carry out differently, at County's sole discretion.

SUBTASK 7.2. PREPARING FOR ACCEPTANCE TESTING

- 2.7.6.** For each iteration of Acceptance Testing, as described in paragraph 2.7.1 above, Contractor shall provide and stage the following items for County to load into the acceptance-test environment:

- 2.7.6.1.** A complete version of Contractor-provided software components of ACES, customized, configured, interfaced, tuned, tested, and ready for Acceptance Testing
 - 2.7.6.2.** Ten years of transaction history, simulated from converted MAPAS data
- 2.7.7.** After County has loaded software and data into the Acceptance Test environment, but prior to the County's starting Acceptance Testing, Contractor shall verify the readiness of that technical environment, and conduct a live demonstration to show County that ACES and its technical environment are ready for Acceptance Testing. This demonstration shall include:
 - 2.7.7.1.** Selected ACES features (this is not intended as a detailed demonstration of ACES's entire functionality)
 - 2.7.7.2.** Interfaces
 - 2.7.7.3.** Access controls for various user roles
 - 2.7.7.4.** Performance simulating 300 users actively using ACES for various functions.

Deliverable 7.2. Demonstration of ACES Readiness for Acceptance Testing

- 2.7.8.** This Deliverable is described in paragraph 2.7.7 above.

SUBTASK 7.3. SUPPORTING ACCEPTANCE TESTING

- 2.7.9.** County will conduct Acceptance Testing.
- 2.7.10.** Contractor shall fully support and maintain ACES while County is conducting Acceptance Testing.
- 2.7.11.** Contractor shall monitor and track ACES metrics, events, and incidents during Acceptance Testing, and incorporate this information into weekly status reporting.
- 2.7.12.** When County and Contractor both agree that Acceptance Testing has been completed and ACES Cutover readiness has been achieved, Contractor shall develop a report of ACES Cutover readiness describing the issues revealed by Acceptance Testing, their resolution activities, any further monitoring or resolution to be done, and stating that ACES Cutover readiness has been achieved.

Deliverable 7.3. Report of ACES Cutover Readiness

- 2.7.13.** This Deliverable is described in paragraph 2.7.12 above.

2.8. Task 8: Cutover

- 2.8.1.** County is contemplating a “big bang” approach to Cutover, where the vast majority of users will stop writing data into MAPAS on a particular day (probably a Friday) and will start using ACES for actual business functions on a subsequent day (probably the following Monday).
- 2.8.2.** However, County, at its sole discretion, may opt for a different approach to Cutover. In such event, Contractor shall accommodate County’s revised approach and work with County to reallocate resources if needed, and determine the cost and schedule impact if any.

SUBTASK 8.1. PLANNING CUTOVER

- 2.8.3.** In preparation for Cutover, Contractor, with County’s assistance, shall develop a Cutover plan detailing:
 - 2.8.3.1.** Checklist for County to assess total Cutover readiness, covering all factors affecting the ACES business system, including (but not limited to) Technical Infrastructure, software, Interfaces, database, security, users, support personnel, technical documentation, user guides, and the general organizational environment;
 - 2.8.3.2.** Cutover roles and activities to be performed by specific individuals, including Contractor personnel, County personnel, and any applicable third-party personnel; and
 - 2.8.3.3.** The sequence of steps leading from Cutover readiness through Final Acceptance, including:
 - (a)** Projected starting and completion dates for each step.
 - (b)** Milestones where Contractor and County will assess readiness to continue the procedure, the readiness criteria to be used at each such milestone, and the fallback or contingency plan to be carried out if that milestone’s readiness criteria are not met.
 - 2.8.3.4.** Procedures for ongoing communication of status and tracking of action items for the above.

Deliverable 8.1. Cutover Plan

- 2.8.4.** This Deliverable is described in paragraph 2.8.3 above.

SUBTASK 8.2. COORDINATING CUTOVER

- 2.8.5.** Contractor and County shall jointly determine the date to begin Cutover.
- 2.8.6.** Contractor shall coordinate Cutover in close consultation with County.

2.9. Task 9: Warranty-Period Monitoring

- 2.9.1.** The Warranty Period will begin when ACES has achieved Cutover to actual business use.
- 2.9.2.** The Warranty Period will end when, for a period of 90 consecutive calendar days, ACES has not experienced a Priority 1 or 2 Defect.
- 2.9.3.** Contractor's Maintenance and Support during the Warranty Period shall be in accordance with Exhibit C (Service Level Agreement).
 - 2.9.3.1.** Upon the start of the Warranty Period, Contractor shall initiate the service level provisions as outlined in Exhibit C (Service Level Agreement), and provide additional Maintenance-and-Support resources, including Contractor's Project Manager, dedicated to the project until the end of the Warranty Period. Maintenance and Support services shall include County's direct access to Contractor's SoftCode California Customer Support Account Manager, and County's direct access to the Tyler support portal for Service requests, issue tracking, and metrics monitoring.
 - 2.9.3.2.** During the Warranty Period, Contractor shall provide a weekly report summarizing ACES functionality and performance, with a log of ACES, incidents, Deficiencies, and support activities.
- 2.9.4.** Any identified defect which is the cause for Unscheduled Downtime, or any Priority-2 Defect or higher, shall be corrected by Contractor within a time period agreed to by Contractor and County Project Manager. Upon successful correction of the defect, the ninety-day Warranty Period shall restart.
- 2.9.5.** Transfer of ACES administration responsibilities to County: During the Warranty Period, Contractor shall transfer ACES administration to County technical personnel. Contractor shall be responsible for ensuring County support personnel have been adequately trained and briefed for the transition. Following the successful transition, and upon Contractor having achieved Final Acceptance, County shall take responsibility for ACES administration.
- 2.9.6.** The end of the Warranty Period marks the end of the Implementation phase and the beginning of the operational phase.
- 2.9.7.** Final Acceptance criteria: ACES has achieved no Priority 1 or 2 Defects for a period of 90 consecutive calendar days.
- 2.9.8.** As a prerequisite to achieving Final Acceptance from County, Contractor shall prepare and submit a report of Final Acceptance detailing:
 - 2.9.8.1.** Evidence showing that the criteria for Final Acceptance have been met, per paragraph 2.9.1 above.

- 2.9.8.2.** Remaining issues or problems to be resolved (if any).
- 2.9.8.3.** Lessons learned from the experience.
- 2.9.8.4.** Procedures for ongoing support of ACES during the operational phase.
- 2.9.9.** Upon Contractor's delivery to County of a report of Final Acceptance, and County's verification that ACES has met the Final Acceptance criteria, the County Project Director will execute Contractor's Final Acceptance certificate evidencing achievement of Final Acceptance.
- 2.9.10.** Contractor shall submit an itemized invoice for Holdback amounts after County has accepted all Deliverables in this Statement of Work.

Deliverable 9.1. Report of Final Acceptance

- 2.9.11.** This Deliverable is described in paragraph 2.9.4 above.

2.10. Task 10: Post-Implementation Maintenance and Support

- 2.10.1.** Contractor shall continue to maintain and support ACES in the manner specified in Exhibit C (Service Level Agreement) until the termination date of the Contract.
- 2.10.2.** Contractor shall fully staff and provide to County, access to complete call-center / help-desk operations.
- 2.10.3.** Post-Implementation support is monitored by County Project Manager on an ongoing basis.
- 2.10.4.** Milestone payments are as specified in Contractor's quoted price (Exhibit D, Price Schedule) of the Contract, for Post-Implementation Maintenance and Support.

Automated Civil Enforcement System

Attachment A.1

Intentionally Omitted

Automated Civil Enforcement System

Attachment A.2
Procedures for Conveyance
and Acceptance
of Deliverables

1. Deliverable notification

- 1.1. Prior to the time that Contractor plans to submit a Deliverable, Contractor shall notify County via email of the planned submittal, indicating the name and number of the Deliverable, the version number, and the expected date of submittal.
- 1.2. Contractor may provide recommended criteria for County to use in reviewing the Deliverable, although County reserves the right to use different criteria as it deems appropriate within the agreed-upon scope of this project.

2. Deliverables other than Software or Directly Loaded Data

2.1. Preparation

- 2.1.1. Contractor shall prepare all SOW Documentation, including SOW Document Deliverables, in a form and format approved by County's Project Manager.
- 2.1.2. For each Document Deliverable other than Software or Directly Loaded Data, Contractor shall submit (a) one printable, text-searchable PDF file, along with (b) the unprotected Microsoft Word, Excel, PowerPoint, Project, Visio, and/or JPG source files from which the PDF file was generated. Exception: the Project Schedule shall be submitted as a Microsoft Project file and shall not be included in the PDF file.
- 2.1.3. Each PDF file shall be formatted for printing on letter-size paper. Large tables and diagram text shall be no smaller than the equivalent of an 8-point font size. Main-body text shall be 11-point font. Section headings shall be a larger or bolder font.
- 2.1.4. Each PDF file shall be page-numbered sequentially starting with the title page as page 1, and so on. Page 2 shall contain a transmittal letter signed by Contractor's project director.
- 2.1.5. Each PDF file name shall follow the format as shown in this example:

ACES Deliverable 3 Technical Infrastructure Report, version 1.pdf
- 2.1.6. Each PDF file page footer shall follow the format as shown in this example:

ACES Deliverable 3 Technical Infrastructure Report, version 1, page 5 of 10

2.2. Conveyance to County

2.2.1. Contractor shall email the Deliverable to County. The email's subject line shall have the same name as the file name. The email body shall contain a transmittal letter indicating that this is a formal delivery, with the same language as the transmittal letter on page 2 of the PDF file being delivered.

2.2.2. For any files too large to send via an email attachment, Contractor shall place the file on the project's SharePoint site (or a similar arrangement) and insert a link to that specific file into the body of the email.

3. Deliverables of Software or Directly Loaded Data

3.1. Deliverables in the form of Software or data to be installed in the Technical System, including subsequent updates to those files, shall be submitted as follows, unless otherwise instructed by County's project manager or designee:

3.1.1. Contractor shall use a naming convention and conveyance procedures as approved in the Change-Control Plan.

3.1.2. When all components of the Deliverable are transmitted and complete, Contractor shall submit a completed Deliverable Acceptance Document form, in accordance with Paragraph 5.4 (Approval of Work) of the Agreement. The County's project manager or designee will sign this form when the Deliverable is accepted.

4. Deliverable review

4.1. Deliverables should be concise, precise, well-organized, internally consistent, thorough, and error-free. Deliverables should be optimized for personnel who are already very familiar with this project, so that County can efficiently correlate and appraise the key contents. Superfluous material such as executive summaries, project history, redundancies, repetitive recitations, decorative elements, etc. should be omitted.

4.2. A submitted Deliverable is considered an unapproved DRAFT until reviewed by County and accepted by County's project manager or designee.

4.3. A Deliverable is considered "out-of-sequence" when preceding Deliverables (based on the sequence shown in the Project-Control Document's project schedule) have not yet been delivered and accepted. County may, at its sole discretion, postpone its review of an out-of-sequence Deliverable until County's project manager or designee accepts preceding Deliverables.

4.4. County may distribute copies of the Deliverable to designated reviewers, who may identify deficiencies and/or recommend improvements.

4.5. For Software or data Deliverables to be installed into the Technical System, County may, with Contractor's assistance, exercise or test the Deliverables,

and make detailed notes of any deficiencies, anomalies, and/or recommendations for improvement.

- 4.6. For all Deliverables, County may require Contractor to conduct a demonstration of key features and functions, and/or a discussion of the Deliverable, as part of its review.
- 4.7. County will respond to each submission of a Deliverable by emailing a written response letter to Contractor, signed by County's project manager or designee. Each response letter will indicate either (a) that County has accepted the Deliverable, or (b) that the Deliverable is not acceptable and needs Contractor to revise and resubmit it. When the latter:
 - 4.7.1. County will consolidate and integrate reviewer notes into a well-organized explanation of deficiencies, anomalies, and/or recommendations for improvement.
 - 4.7.2. If County and Contractor both agree, then a meeting will be held to discuss County's response.
 - 4.7.3. County may revise its response if appropriate.
 - 4.7.4. Contractor shall revise and resubmit the Deliverable, and County will review that revised version of the Deliverable. Each submission or resubmission of a Deliverable shall be identified with a sequential version number.
 - 4.7.5. Starting with version 2, Contractor shall attach:
 - 4.7.5.1. A response tracking sheet explaining how Contractor addressed each deficiency, anomaly, and recommendation in County's response letter, and
 - 4.7.5.2. A history log summarizing what has been revised since the prior version.
 - 4.7.6. If a resubmitted Deliverable contains a change from a previous version but that change is not clearly identified in the history log, then County reserves the right to ignore that change and treat the Deliverable as if that change had not been made.
 - 4.7.7. County's project director may act on behalf of County's project manager in the Deliverable review procedure.

5. Finalizing a Deliverable

- 5.1. After Contractor receives County's response letter indicating that County has accepted a Deliverable:
 - 5.1.1. Contractor's project director shall email a confirmation letter to County's project director acknowledging that County has accepted that Deliverable.
 - 5.1.2. County and Contractor will add the word "final" to their respective copies of the Deliverable materials (where applicable).

6. Maintaining Deliverables

- 6.1. After a Deliverable has been finalized, if County or Contractor deem it erroneous or obsolete, then County and Contractor may agree to amend the Deliverable. The amended Deliverable shall be given a subsequent version number along with the word "amended." Contractor and County shall jointly prepare the amended Deliverable and convey it to County's and Contractor's project managers and project directors along with an updated history log, with the same provisions as above.
- 6.2. If the amended Deliverable meets the criteria for a change to the Agreement, then the appropriate procedure will be carried out.
- 6.3. Contractor shall keep a copy of each final Deliverable, and all changes thereto, in Contractor's project records.

7. Subsequent Utilization of Deliverables

- 7.1. Except for Software developed by Contractor to be incorporated into a COTS Product, County shall own all submitted versions of Deliverables, and may utilize, re-use, excerpt, copy, publish, repackage, and distribute the contents, or portions thereof, as County deems fit, without necessarily attributing authorship to Contractor.
- 7.2. Contractor may re-utilize Deliverables as templates for, or components of, subsequent work for other customers after removing any material that County or any other appropriate party deems (a) non-public information, (b) confidential, or (b) detrimental to that party's security if disclosed

8. Deliverable Acceptance Criteria

- 8.1.

9. Final System Acceptance Criteria

- 9.1.

Automated Civil Enforcement System

Attachment A.3

Project Control Document [Placeholder]

ACES Statement of Work

ATTACHMENT A.4

DOCUMENTATION

EXEMPLARS AND GUIDELINES

Schedules 'a' through 'h'

To be used solely at the discretion of, and in a form and format as approved by, the County Project Manager.

SOW: Schedule A.4a - Documentation: Exemplars, Guidelines

Deliverable Acceptance Document [Exemplar]

Project Identification

Project Sponsor:

Project Manager:

Date Submitted:

Acceptance Date:

Re-Submission: YES NO

If yes list past Submissions:

Date of Past Rejections	Reason for Rejection

Deliverable Information

(If appropriate, information for multiple deliverables may be included for approval on a single acceptance form. A detailed definition of each deliverable that will be produced during the course of the project is included in the project scope. To ensure timely acceptance of deliverables, the Project Manager and Business Unit decision makers should agree on the format, content and appearance of deliverables before they are produced. This information should be documented and included in the Project Plan.)

Deliverable #	Deliverable Date:
Deliverable Name:	

<p>Deliverable Definition:</p>
<p>Deliverable Acceptance Criteria:</p>

Deliverable Definition: A detailed definition of each deliverable that will be produced during the course of the project. To ensure timely acceptance of deliverables, the Project Manager and Business Unit decision makers should agree on the format, content and appearance of deliverables before they are produced. This information should be documented and included in the Project Plan.

Acceptance Criteria: For each deliverable being presented, describe the criteria that must be met in order for the deliverable to be considered acceptable. In order for a deliverable to be considered "complete" and "acceptable," it must be measured against pre-determined acceptance criteria. The Project Manager and Business Unit must agree on the required criteria and the criteria must be documented and included in the Project Plan.

Project deliverables fall into three categories of importance and formality:

Reviewer Information

Reviewer 1

Reviewer Name:

Dept:

Role:

Deliverable Name:

Recommended Action

Approve:

Reject:

Reviewer Comments:

Reviewer Signature: _____ Date:

Approver Information

Approver Name:

Role:

Deliverable Name:

Action

Approve:

Reject:

Approver Comments:

Approver Signature: _____ Date:

Project Manager Information

(Once a deliverable has been approved, the Project Manager should indicate his/her agreement by providing a Signature and Date below.)

Name:

Signature _____ Date:

Provide the above information for each individual designated as a **Reviewer** for a deliverable. The **Reviewer** should include his/her recommendation for **Approval** or **Rejection** of the deliverable, any **Comments**, and the **Date** reviewed. If the recommended action is rejection of the deliverable, the reviewer must explain the reason. NOTE: If the deliverable being presented for approval is a project MANAGEMENT deliverable, the reviewer is most likely a member of Performing Organization Management who is agreeing to secure required resources for the next project management phase. If the deliverable being presented for approval is a PROJECT deliverable, the reviewer is most likely a subject matter expert who is providing subject expertise and recommending that the approver either approve or reject the deliverable. Duplicate the above if more than one reviewer is required.

SOW: Schedule A.4b - Documentation: Exemplars, Guidelines

Project Planning Checklist

Project Identification

Prepared by:

Authorized by:

Date Prepared:

Date Modified

Checklist

County Project Manager is responsible for ensuring all necessary plans and documents pertinent to the project have been completed. This checklist ensures that the activities have been finished, reviewed, and signed off so that the project may move into the execution phase.

#	Item	Status	Comments/ Plan to Resolve
1	Planning		
1.1	Is the project scope, definition and objectives -- the same as agreed to in the project initiation process and/or in the vendor contract?		
1.2	Has the project scope Statement been reviewed?		
1.3	Is there a baseline plan against which to measure progress?		
1.4	Does the baseline plan address the following areas:		
1.4.1	Project scope, Deliverables, and Milestones		
1.4.2	Work Breakdown Structure		
1.4.3	Task Plans, Estimates, Resource Assignments		
1.4.4	Task Dependencies		
1.4.5	Project Schedule		
1.4.6	Milestone Schedule		
1.4.7	Project progress tracking		
1.4.8	Issue Resolution and Change Management		

#	Item	Status	Comments/ Plan to Resolve
1.4.9	Quality Plan		
1.4.10	Risk Management Plan		
1.4.11	Project Organization		
	Other Plans as needed:		
1.4.12	Facilities Plan		
1.4.13	Documentation Plan		
1.4.14	Materials Plan		
1.4.15	Training Plan		
1.4.16	Back-up and Recovery Plan		
1.4.17	Contingency Plan		
1.4.18	Cut Over Plan		
1.4.19	Warranty Plan		
1.4.20	Transition Plan		
1.4.21	Others		
1.5	Is the plan for project resources adequate?		
1.6	Are the original project schedule and budget realistic?		
1.7	Is the plan for the organization of the project resources adequate?		
1.8	Are there adequate project control systems?		
1.9	Is there an information system for the project?		
1.10	Were key project stakeholders brought into the Project Plan?		
1.11	Were potential customers involved early in the planning process?		
1.12	Was planning completed before the project was initiated?		
1.13	Is the plan under configuration management?		
1.14	If there are vendors, have they signed off on the Project Plan?		
1.15	If there is an independent oversight contractor, have they signed off on the Project Plan?		
2	Organization		
2.1	Is the project organization documented and on file?		
2.2	Is the Contractor Project Manager qualified and experienced in Project Management?		

#	Item	Status	Comments/ Plan to Resolve
2.3	Have roles and responsibilities of the team been documented and clearly communicated to Contractor, Business Unit, and stakeholders?		
2.4	Is the organization structure appropriate for the project's size and complexity?		
2.5	Is there an identified role of a technical leader (i.e., Project Lead, Team Lead, and Solution Architect)?		
2.6	Is the quality function identified and assigned?		
2.7	Is the Project Sponsor function identified and defined?		
2.8	Is there a Change Management Board?		
2.9	Have the Configuration Management functions been assigned?		
2.10	Are there backup strategies for key members of the project?		
2.11	Other Organization items:		
3	Tracking & Monitoring		
3.1	Are the various types of reports, their contents, frequency, and audience defined and communicated to the project team?		
3.2	Are the input requirements from the team members clearly documented and communicated?		
3.3	Have the reports to be produced, distributed, and filed been defined?		
3.4	Has the format for tracking and monitoring schedules and costs been defined?		
4	Reviewing		
4.1	Have the various meetings, the purpose, context, frequency, and participants been defined and communicated?		
4.2	What are the defined meeting materials?		
4.3	Are the meetings set up to have assigned note takers that will add actions/issues to the issue list?		
5	Issue Management		
5.1	Is an Issue Management Process documented and filed?		
5.2	Is this process communicated to the customer and team members?		

#	Item	Status	Comments/ Plan to Resolve
5.3	Will an issue form be in use?		
5.4	Will all project issues be unconditionally tracked through the issue resolution process?		
5.5	Will all tasks resulting from issues be entered into the Project Plan and tracked through the plan?		
5.6	Are there processes for unresolved issues to be escalated and resolved within a reasonable timeframe?		
6	Change Control		
6.1	Will there be a Change Control Process in place?		
6.2	Is the Change Control Process documented and on file?		
6.3	Will this process be communicated to the customer and project team?		
6.4	Will there be a change request form in use?		
6.5	Will all project deliverable and software configuration management be changed only through the change control process?		
6.6	Will all change requests be unconditionally tracked through this process?		
6.7	Will all change requests and current status be logged?		
6.8	Will all tasks resulting from approved changes be entered into the Project Plan and tracked through the plan?		
6.9	Will new change requests be acknowledged in a timely manner?		
7	Risk Management		
7.1	Will the project risks being managed be according to the project's risk management process?		
7.2	Will the Risk Plan be updated on a regular and frequent basis?		
7.3	Will the Risk Status be reported to management on a regular and frequent basis?		
7.4	Will the risk documents be filed?		
7.5	Will there be documented contingency plans for the top 5-10 risks?		

#	Item	Status	Comments/ Plan to Resolve
7.6	Will the Preventive Plans for the top 5 risks be identified, included in the Project Plan, and implemented?		
8	Quality Assurance		
8.1	Is there a Quality Assurance Plan documented and filed?		
8.2	Are the quality assurance functions and related roles and responsibilities clearly defined?		
8.3	Are there completion/verification criteria defined for each task producing an output?		
8.4	Is there a process (test plans, inspections, reviews) defined for verifying outputs for each task?		
8.5	Will tasks be marked "complete" only after QA has been successfully completed?		
8.6	Will there be a formal process for submitting, logging, tracking, and reporting items undergoing QA throughout the submit-test-rework-resubmit-retest cycle?		
8.7	Will statistics related to QA be collected, trends analyzed, and problems raised as issues?		
8.8	Will the QA related information be reported regularly as part of the Status Reporting mechanisms?		
8.9	Has a method and process for requirement tracking been developed?		

County Chief Information Office (CIO) REVIEW TEAM SIGNATURES (The signatures of the people below relay an understanding that the key elements within the Planning Phase (SOW, Tasks 1-6) are complete and the project team is ready to transition to the Execution Phase (SOW, Tasks 7-13).

NAME / TITLE	SIGNATURE	DATE

PROJECT PLANNING TRANSITION APPROVAL: Enter the Project Sponsor Name. The Sponsor should indicate approval or rejection of the Project Transition by checking the Approve or Reject box. If the Sponsor is rejecting the transition, he/she must indicate the reason in the Comments field. The Sponsor indicates final acceptance of the Project Transition (including securing individual resources) by providing his/her signature on the Project Sponsor Signature line and the approval date on the Date line.

Project Sponsor Name: _____

Action: Approve: ☐ Reject: ☐

Comments:

Project Sponsor Signature: _____

Date: _____

SOW: Schedule A.4c - Documentation: Exemplars, Guidelines

Communications Plan [a component of the PCD]

The Communications Plan is a document describing the means by which project communications will occur. The communication process must be bi-directional. The Project Manager must receive input from Project Team members and Stakeholders about their information and communications requirements, determine the best and most cost effective way in which the requirements can be met, and record the information in a formal, approved document. Similarly, the Project Manager must provide details to the team and the Stakeholders regarding the communications he/she expects to receive, and document these requirements. Some of the requirements the Project Manager and Stakeholders will need to communicate and understand, and which should be documented in the Communications Plan include:

1. How often and how quickly information needs to be disseminated;
2. By what means the Project Manager and Stakeholders prefer to receive information (via phone, email, paper);
3. The communication mechanism currently used in the organization, and how it might be leveraged or improved; and
4. The effectiveness of communications in past projects and whether specific improvements were recommended.

SOW: Schedule A.4d - Documentation: Exemplars, Guidelines

Risk Management Plan [a component of the PCD]

The Risk Management Plan shall include, but may not be limited to the following Risk Management Strategy including: (Define the risk management methodology to be used, the risk assumptions, the roles and responsibilities, the timeframes, risk ranking/scoring techniques, establish risk thresholds, define risk communications, and develop a risk tracking process.)

1. Risk Management Strategy including:

- 1.1. Define the risk management methodology to be used**
(Defines the approaches, tools, and data sources used to perform risk management on this project. Different types of assessments may be appropriate, depending upon the project stage, amount of information available, and flexibility remaining in risk management.)
- 1.2. Define the risk assumptions**
(Defines any initial risk assumptions that are known at the current time. Include any risk factors standard to the performing organization.)
- 1.3. Define the roles and responsibilities**
(Defines the lead, support, and risk management team membership for each type of action in the Risk Management Plan. Risk management teams organized outside of the project office may be able to perform more independent, unbiased risk analyses of project than those from the sponsoring project team.)
- 1.4. Define the timeframes**
(Defines the frequency and duration of the risk management process, and when it will be performed throughout the project life cycle. Results should be developed early enough to affect decisions. The decisions should be revisited periodically during project execution.)
- 1.5. Define risk ranking techniques**
(The ranking methods appropriate for the type of being performed (Qualitative or quantitative). The ranking methods of the various risk components must be determined in advance to ensure consistency.)
- 1.6. Establish risk thresholds**
(The threshold criteria for risks that will be acted upon, by whom, and in what manner. The Project Manager, customer, and sponsor may have a different risk threshold.)
- 1.7. Define risk communications**
(Defines how the results of the risk management processes will be documented, analyzed, and communicated to the project team, internal and external stakeholders, sponsors, and others.)
- 1.8. Define the risk tracking process**
(Documents how all facets of risk activities will be recorded for the benefit of the current project, future needs, and lessons learned. Documents if and how risk processes will be audited.)
- 1.9. Risk Identification**
(Define the risk and the category of risk (Technical, quality, or performance risks; Project schedule risks; Project management risks; Organizational risks; External risks)

Risk Category	Risk Event / Description

2. **Qualitative Analysis** (Qualitative Analysis includes assessing the impact of risk events and prioritizing risk in relation to effect on project objectives.)

Assess the impact of each risk event and prioritize risk in relation to effect on project objectives. Risks with high probability and high impact are likely to require further analysis, including quantification, and aggressive risk management. The risk rating is accomplished using a matrix and risk scales for each risk, and assigning risk "scores".

Risk ranking may indicate the overall risk position of a project relative to other projects by comparing the risk scores. This rating can be used to assign personnel or other resources to projects with different risk rankings, to make a cost-benefit analysis decision about the project, or to support a recommendation for project initiation, continuation, or cancellation.

Risks and conditions can be prioritized by a number of criteria. These include rank (very low, low, moderate, high, and very high), or work breakdown structure level, such as phase, activity, and Task. Risks may also be grouped by those that require immediate attention, and those that can be handled in a later part of the project.

Risk Category / Event	Risk Priority	Risk Impact Assessment	Consequences of Impact

3. **Risk Response Planning** (Determine the options and actions to enhance opportunities and reduce threats to the project's objectives. Assign project team responsibilities for each agreed-upon risk response.)

Risk Avoidance. Risk avoidance is changing the project plan to eliminate the threat of a specific risk event. Although the project team can never eliminate all risk events, some specific risks may be avoided. Creativity is often required in order to come up with proper risk avoidance strategies.

Risk Mitigation. Mitigation is reducing the probability and/or the consequences of an adverse risk event to an acceptable threshold. It is commonly known that taking early action to reduce the probability of a risk occurring or its impact on the project is more effective than trying to repair the consequences after it has occurred. Mitigation costs should be appropriate, given the likely probability of the risk and its potential consequences.

Risk Acceptance. This is a risk response strategy that prepares for, and deals with, the consequences of a risk event – either actively (developing a contingency plan) or passively (accepting the consequences). There is no plan on the part of the team to take action on this risk.

Risk Category / Event	Risk Mitigation Options	Actions Taken / To Be Taken including contingency plans & possible funding	Personnel Assigned for Risk Responses

--	--	--	--

SOW: Schedule A.4e - Documentation: Exemplars, Guidelines

Quality Control / Management Plan [a component of the PCD]

Project Identification

Project Sponsor
Project Manager

Project Scope

Reference project scope document

Deliverable information and Acceptance Criteria

Reference Deliverable Acceptance document

Quality Standards

(Defines the programming standards, development / testing, and implementation standards followed by the Contractor throughout the project)

Quality Assurance Processes

(Defines the practices and procedures used by the Contractor to meet the quality standards and to provide the County with evidence that these procedures are being followed.)

Quality Monitoring and Controls

(A series of reviews and audits conducted by the Contractor that evaluate Contractor's deliverables with respect to defined standards and acceptance criteria including the method of monitoring to ensure that contract requirements are being met, and a record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the Project Director upon request.)

Project Team Quality Responsibilities

(Describes the quality-related responsibilities of the project team (Contractor and County) including specific tasks such as acceptance test, audit, review and checklist responsibility and assignments.)

SOW: Schedule A.4f - Documentation: Exemplars, Guidelines

Test Plan [a component of the PCD]

Introduction

(Document the purpose of the Test Plan)

Testing Strategy Overview

(Key objectives and benefits of the testing strategy)

Scope

Information about the Tests to be performed including

Testing Tasks: List each of the test tasks as they will be performed in the project.

Test Types by Task: List each test

Testing Environments: Use this section to document the high-level environment requirements for each testing task.

Testing Tools: This section should contain a table that documents the testing tools that will be needed to plan, script, and perform testing. You may need to document the tools required for test scripting, test requirement documentation, test defect tracking, test results logging, performance testing, and automated testing. Create a table displaying testing tool and its purpose.

Constraints/Dependencies

(List all dependencies within the Testing process as well as dependencies with other processes. List traditional constraints, such as system resources, hardware, and software. Document business constraints such as foreign language and specific business policies. The following items should be discussed; Time, Required System Resources, Required Business and Technical Resources).

Task Overview

(List the tasks that will be performed during the Testing process)

Key Deliverables

(List the key deliverables from the Testing process)

Acceptance Criteria

(List specific acceptance criteria to be signed off by the client as deliverables are produced. The criteria and approach for deciding 'what an acceptable deliverable is' should be clearly stated.)

Problem Management

(Document project procedures for problem management.)

Critical Success Factors

(Identify any critical success factors that impact accomplishing the tasks and deliverables. It should consider the following: resources that are available, tools environment, the application system complexity, performance criteria, and converted data other key systems interfaces.)

Risks and Contingency Plans

(List the risks associated with a successful test effort and the risk contingency plan you have developed for mitigating that risk. This section can identify risk management approaches. It is not intended to act as the controlling document for on-going risk tracking and management.)

Metrics

(List testing-specific metrics that can be used to plan, script, and test the application system.)

SOW: Schedule A.4g - Documentation: Exemplars, Guidelines

Monthly Status Report [Format]

The Status Report shall include the following:

1. Executive Summary – Highlighting key accomplishments and issues
2. The time covered by the report
3. Summary of project progress and changes since the previous Monthly Status Report.
4. Work completed during that period.
5. Work scheduled for completion which was not completed.
6. Work expected to be completed during the upcoming period.
7. Status of issues that were reported as open in the previous Status Report.
8. Re-opened issues that had been closed as of the previous Status Report.
9. New issues.
10. Revised PCD, updated to reflect current project status including an updated Gantt chart in Microsoft Project of current project activities and schedule.
11. Explanation of what has changed since the previous month's updated PCD and what has changed since the Baseline

SOW: Schedule A.4h - Documentation: Exemplars, Guidelines

Issues Tracking Log [Format]

The ongoing Issues Tracking Log [ITL] shall provide fields for the following information about each issue or deficiency:

1. Issue title.
2. Issue description.
3. Issue type (based on a scheme for classifying issues).
4. Date the issue was first identified.
5. Date the issue was first entered into the Issues Tracking Log.
6. Person(s) involved in initially discovering or reporting the issue.
7. Person(s) assigned to manage the resolution of the issue.
8. Date of assignment to manage the resolution of the issue (allow for multiple dates to indicate transfer of assignment from one person to another).
9. Strategy or plan for resolving the issue (allow for revisions, and show revision history).
10. Special instructions or constraints regarding issue resolution (allow for revisions, and show revision history).
11. Date that a resolution to the issue is expected (allow for revisions, and show revision history).
12. Actions taken in attempting to resolve the issue (allow for multiple actions, and show the date of each action, the person(s) taking each action, and the result or outcome of each action).
13. Current status.
14. Date the issue is closed.

NOTES:

Purpose of ITL: Provides a mechanism for organizing, maintaining, and tracking the resolution of issues that cannot be resolved at the individual level. The approach consists of issue control mechanisms and a well-defined process that enables the project team to identify, address, and prioritize problems and issues.

The Issue Resolution process gives everyone involved with, or affected by, the project a way to report issues or problems. It provides a template for documenting the problem, assessing the impact of the problem, making recommendations, and determining the cost (people and assets) and time required for resolving the problem. This process is also iterative in that it will keep occurring until the project is complete. All action items will be tracked until they are resolved. When the issue or problem has been resolved and verified, the actual date the problem was resolved and an approval signature complete the issue resolution process, and the issue is closed. Some issues may need executive management approval. The appropriate processes will be followed to update contracts and baseline documents.

Reporting - The project/issue manager will report on all open issues at a weekly status meeting. If the list of issues is too long, only the new issues will be discussed.

Exhibit B

REQUIREMENTS

ACES

(INTENTIONALLY REDACTED)

Exhibit B. Solution Requirements

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Attachments

B.1	(REDACTED)
B.2	(REDACTED)
B.3	(REDACTED)
B.4	(REDACTED)
B.5	(REDACTED)
B.6	(REDACTED)
B.7	(REDACTED)
B.8	(REDACTED)
B.9	(REDACTED)
B.10	(REDACTED)

Exhibit C
Service Level Agreement

Exhibit C. Service Level Agreement

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1. GENERAL

- 1.1.1. This Exhibit C (Service Level Agreement) and all attachments hereto sets forth the scope of Contractor's responsibilities for ACES Maintenance and Support.
- 1.1.2. This Exhibit C (Service Level Agreement) and all attachments hereto, is enforceable on the ACES project Effective Date through the Contract expiration date as defined in the Base Contract, and shall govern Contractor's delivery to County of all Maintenance and Support Services throughout the Implementation period, Warranty Period, and post Implementation Maintenance and Support period, all as defined in the Base Contract.
- 1.1.3. Exhibit D (Pricing Schedule) to the Base Contract outlines the pricing for the Services described herein.
- 1.1.4. County's security requirements are discussed in Attachment B.10 (Information Security and Privacy Requirements).
- 1.1.5. The Base Contract contains defined terms used herein. Those terms have initial capitals (first letter in uppercase).
- 1.1.6. Contractor shall provide a toll-free telephone number, an email address, and a website for County and Contractor personnel to report problems with ACES. County may use any of those means to notify Contractor of a malfunction (or "Deficiency") (see Paragraph 2.4 below), or to seek other support for ACES.
- 1.1.7. Contractor's personnel who provide Services described herein shall possess and apply sufficient technical expertise and knowledge of the technical system so as to minimize malfunctions and other disruptions to user operations, and to maximize the functionality and technical quality of ACES.
- 1.1.8. Contractor shall coordinate with County personnel to ensure that all ACES components operate as an integrated technical system. County and Contractor will jointly establish procedures and liaisons for Contractor to coordinate with personnel supporting County's Technical Infrastructure.
- 1.1.9. County will establish a helpdesk for user assistance, system administration, database administration, change control, and initial troubleshooting. County and Contractor will jointly establish procedures and liaisons for escalating and resolving helpdesk-related Issues.

2. SCOPE OF SERVICES

2.1. COTS Product Releases

- 2.1.1. Contractor shall provide County with any commercially released and supported Software Updates for CivilServe, CivilView, and CivilMobile, and all Application Modifications thereto, all of which are, though not exclusively, components of ACES, and to which County owns a perpetual use license pursuant to Exhibit K (SoftCode License Agreement) of the Contract.
- 2.1.2. Contractor shall provide County with any commercially released and supported Software Updates for all other Contractor-provided components of ACES, including Third-Party software (if any).
- 2.1.3. Contractor shall inform County of the availability of any release which is relevant to County's use of ACES.
- 2.1.4. Contractor shall provide County with technical material, release notes, etc. assuring the quality and security of all releases of the Contractor-delivered COTS Product components of ACES which County is (a) currently using or (b) considering as a Software Update. Release notes shall describe specific changes from one release to another, expected impacts if the release is implemented, and possible consequences if the release is not implemented or partially implemented.
- 2.1.5. Contractor shall accommodate County decisions to not implement a particular version of any COTS Product that is a component of ACES, to defer implementation of the component, to implement components in stages, or to partially implement a component, without penalty, and without jeopardizing County's future election to implement any upgrade to ACES.
- 2.1.6. Contractor shall continue to support County's current version of Contractor's COTS components of ACES even if that is no longer the most recently released version of the COTS Product.

2.2. Support Services, General

Contractor's support responsibilities for ACES are as follows:

- 2.2.1. Contractor shall support all components of ACES which Contractor has provided as accepted Deliverables.
- 2.2.2. For Contractor-provided customized elements of ACES software, such as Interfaces and Configurations, Contractor shall provide County with Updates as-needed for compatibility with other Software Updates to ACES.

- 2.2.3.** When an ACES Deficiency occurs, Contractor shall coordinate with County to identify the sources and causes of ACES Deficiency, taking account of both Contractor-provided ACES components and other ACES components.

2.3. Corrective Maintenance

- 2.3.1.** In the descriptions below, "support incident" means any situation in which (a) ACES's availability, accessibility, performance, throughput, response time, functionality, behavior, or condition deviates from what is normal or acceptable, based on documented requirements and specifications, and performance history, and (b) Contractor becomes aware of that problem via direct observation or when an authorized County employee reports such to Contractor per Paragraph 1.1.6 in this Exhibit C (Service Level Agreement). Each priority level is defined by criteria indicating the degree to which the ACES problem affects or disrupts County's business operations, or creates a security risk or a risk of data loss. An authorized County employee will determine each support incident's initial priority level based on an informed, reasonable judgment, and communicate that to Contractor.
- 2.3.2.** In the descriptions below, "initial response" means that a Contractor software technician begins conducting preliminary investigation into the extent and/or cause of the problem, not merely a clerical response such as an acknowledgement or ticket creation.
- 2.3.3.** Contractor's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database. Contractor's responsibility for ACES problems stemming from components not delivered by Contractor, such as user workstations, server platforms, networks, user behavior, etc., shall be limited to assisting County in isolating the source of the problem and coordinating with County's efforts to resolve such problem.

2.4. Deficiency Severity and Priority Levels

- 2.4.1.** Priority Level 1: Critical:
- 2.4.1.1.** *Criteria:* Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.
- 2.4.1.2.** *Response Time:* Contractor shall provide an Initial Response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Contractor shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day.

- 2.4.1.3.** *Response Approach:* Contractor shall assign a lead who will provide updates approximately every hour or at an agreed upon interval. Contractor shall send broad email notifications to Contractor senior staff. Contractor shall work on corrective maintenance outside normal business hours, if needed. Contractor shall utilize a “swarm” method to involve appropriate resources outside of normal business hours, if needed.

2.4.2. Priority Level 2: High:

- 2.4.2.1.** *Criteria:* Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.
- 2.4.2.2.** *Response Time:* Contractor shall provide an Initial Response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Contractor shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days.
- 2.4.2.3.** *Response Approach:* Contractor shall assign specific support resource to the ticket so as to meet the above response time, with support resources working during normal business hours.

2.4.3. Priority Level 3: Medium:

- 2.4.3.1.** *Criteria:* Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.
- 2.4.3.2.** *Response Time:* Contractor shall provide an Initial Response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Contractor shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly.
- 2.4.3.3.** *Response Approach:* Contractor shall assign specific support resource to the ticket so as to meet the above response time, with support resources working during normal business hours.

2.4.4. Priority Level 4: Low:

- 2.4.4.1.** *Criteria:* Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.
- 2.4.4.2.** *Response Time:* Contractor shall provide an Initial Response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed,

Contractor shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

- 2.4.4.3.** *Response Approach:* Contractor shall assign specific support resource to the ticket, with support resources working during normal business hours.
- 2.4.5.** Contractor shall work with County's helpdesk to establish a timeline to cure all Deficiencies.
- 2.4.6.** County Project Manager may, in his/her sole discretion, authorize extensions of time to Contractor to effect a cure for a Deficiency. Notwithstanding the foregoing, should the County's Project Manager determine that business operations have been so negatively impacted that an extension of time to reach a cure shall not be granted, ACES shall be considered to suffer Unscheduled Downtime, which shall be subject to the remedies set forth in Paragraph 2.7.
- 2.4.7.** Each incident's current priority shall be based on the best current information available.
- 2.4.8.** A cure shall be considered completed at the point in time when it has been staged for migration into the acceptance-testing environment, assuming that:
 - 2.4.8.1.** The cure is subsequently proved successful when migrated into the production environment.
 - 2.4.8.2.** The cure does not weaken or cause other problems with ACES, or make ACES more difficult to maintain or modify in the future.
- 2.4.9.** County's Project Manager may indicate a different urgency than indicated above, for particular incidents, Deficiency types, or conditions.
- 2.4.10.** Notifications: County notification to Contractor shall be considered complete when County's Project Manager, data center manager, or designee(s) have (a) called the designated telephone number and left an appropriate message with the person answering the call, or left an appropriate voicemail, (b) sent an appropriate email to the designated email address, or (c) submitted an appropriate report via the designated website.

2.5. Preventive Maintenance

- 2.5.1.** When Contractor needs to carry out non-urgent preventive maintenance that could impact County's operational usage of ACES, Contractor shall carry out those preventive maintenance activities during non-Business Hours between 7:00 pm and 7:00 am Pacific Time, unless otherwise authorized by County's Project Manager, in his/her sole discretion.

- 2.5.2.** Contractor shall provide County with advance notice of Contractor's anticipated ACES maintenance activities, or anticipated outages of ACES, when such can be planned or foreseen in advance, and provide details as to the reasons, expected timetable, and expected results.
- 2.5.3.** If County, Contractor, or another party discovers a security vulnerability (such as a back door) or an intrusion affecting the Contractor-provided components of ACES, Contractor shall work with County and any relevant third parties to promptly analyze and cure the problem. Contractor shall, to the fullest extent necessary, cure all Contractor-provided components of ACES affected by the vulnerability or intrusion without additional cost to County. Contractor shall not be required to pay for enhancements or repairs to non-Contractor-provided components of ACES.
- 2.5.4.** If an ACES automated business function needs to be temporarily replaced with a workaround in order for Contractor to carry out Contractor's support responsibilities, or to resolve security issues, Contractor shall devise and document that workaround, ensuring reasonable compatibility with surrounding technical systems and with County policies, at no cost to County.

2.6. Support Log

Contractor shall keep an up-to-date detailed support log, that is electronically accessible by County, containing:

- 2.6.1.** Tracking number;
- 2.6.2.** Detailed description of the reported trouble or the Work requested;
- 2.6.3.** Priority level for corrective maintenance, or stated urgency for other Work requests;
- 2.6.4.** Activities planned and their projected timetable;
- 2.6.5.** Work performed and outcomes observed, with the date and time of those occurrences;
- 2.6.6.** Current status of the Work request or trouble report (progressing as expected, behind schedule, waiting for user reply, waiting for data-center reply, suspended until further notice, closed with planned follow-up, closed and done, or an equivalent set of status categories);
- 2.6.7.** Lessons learned for the future (if any);
- 2.6.8.** Date and time of this log entry; and
- 2.6.9.** Submitter's name and contact information.

2.7. Deficiency Credits

Without limiting any other rights and remedies available to County, either pursuant to the Contract, by law or in equity, County shall be entitled to Deficiency Credits as provided herein.

- 2.7.1.** After ACES has been put into actual business use, for each Business Day that Contractor is not in compliance with the timeframes provided above in Paragraphs 2.3.1 through 2.5.4, including Unscheduled Downtime, Contractor shall provide, and/or County will apply, a Deficiency Credit to Contractor's next quarterly invoice, which credit shall equal 1/250th of the Contractor's quoted annual amount for Maintenance and Support, as provided in Exhibit D (Pricing Schedule). (Note: The fraction 1/250th is based on a calendar year having 250 business days).
- 2.7.2.** Deficiency Credits, in any amounts, are not and shall not be construed as penalties and, when assessed, will be deducted from County's payment due to Contractor.
- 2.7.3.** Contractor shall use the support log to track and record response times and agreed-upon cure periods for each perceived or reported Deficiency so as to determine compliance with the timeframes above.

2.8. Optional Work

- 2.8.1.** From time to time, as may be appropriate, Contractor shall offer County, or County may request of Contractor, additional Services for (a) enhancing ACES, (b) transitioning to a different version of an ACES component, or (c) other Professional Services.
- 2.8.2.** The specific approach, subtasks, resources, and timetables associated with each enhancement shall be arranged by mutual agreement of County and Contractor, and documented as a Change Notice to this agreement.
- 2.8.3.** Any Change Notice for enhancements shall indicate either (a) that upon County's Acceptance of the Work, it shall be considered a part of ACES and within the scope of subsequent Contractor's support responsibility, or (b) that after County's Acceptance of the Work, it shall be considered outside the scope of Contractor's support responsibility. In the event of any ambiguity in a Change Notice, or if the Change Notice is silent on this matter, then "(a)" shall govern.

EXHIBIT D

PRICE AND SCHEDULE OF PAYMENTS

Page 1 of 2

1. Payments, Implementation

1.1. County will make payments to Contractor for the Deliverables defined in Exhibit A (Statement of Work) and listed in the payment schedule below. All such payments are inclusive of all services, labor, materials, software, software licenses, incidental expenses, travel expenses, carrying costs, taxes, and other costs related to this project, including Optional Work as applicable, except as otherwise indicated in this Exhibit D.

1.2. Payments for the Implementation Deliverables in the schedule below are subject to the Holdback provisions in the Contract (Paragraph 9.6). The Deliverables in the schedule below, including all Deliverables applicable to Optional Work, are subject to the Deliverable Acceptance procedures pursuant to Attachment A.2 (Procedures for Conveyance and Acceptance of Deliverables).

Implementation Phase	Pct	Price	Holdback @ 10%	Cumulative Holdback	Net Due	Cumulative Net
Deliverable 1.1. Project-Control Document	2%	86,902.12	8,690.21	8,690.21	78,211.91	78,211.91
Deliverable 3.1. Technical Infrastructure Report	3%	108,627.65	10,862.77	19,552.98	97,764.89	175,976.79
Deliverable 4.1. Data-Conversion Demonstration	6%	238,980.83	23,898.08	43,451.06	215,082.75	391,059.54
Deliverable 5.1. First ACES Module	5%	217,255.30	21,725.53	65,176.59	195,529.77	586,589.31
Deliverable 5.2. Second ACES Module	6%	260,706.36	26,070.64	91,247.23	234,635.72	821,225.03
Deliverable 5.3. Third ACES Module	6%	260,706.36	26,070.64	117,317.86	234,635.72	1,055,860.76
Deliverable 5.4. Fourth ACES Module	6%	260,706.36	26,070.64	143,388.50	234,635.72	1,290,496.48
Deliverable 5.5. Fifth ACES Module	6%	260,706.36	26,070.64	169,459.13	234,635.72	1,525,132.21
Deliverable 5.6. ACES Specifications	2%	86,902.12	8,690.21	178,149.35	78,211.91	1,603,344.11
Deliverable 6.1. Training Plan for Acceptance Testing	5%	217,255.30	21,725.53	199,874.88	195,529.77	1,798,873.88
Deliverable 6.2. Report of Completion of Training for Acceptance Testing	5%	217,255.30	21,725.53	221,600.41	195,529.77	1,994,403.65
Deliverable 6.3. Training Plan for Cutover	5%	217,255.30	21,725.53	243,325.94	195,529.77	2,189,933.42
Deliverable 6.4. Report of Completion of Training for Cutover	6%	241,153.38	24,115.34	267,441.27	217,038.04	2,406,971.47
Deliverable 7.1. Acceptance-Test Plan	6%	241,153.38	24,115.34	291,556.61	217,038.04	2,624,009.51
Deliverable 7.2. Demonstration of ACES Readiness for Acceptance Testing	6%	241,153.38	24,115.34	315,671.95	217,038.04	2,841,047.56
Deliverable 7.3. Report of ACES Cutover Readiness [Acceptance Test Passed]	6%	260,706.36	26,070.64	341,742.59	234,635.72	3,075,683.28
Deliverable 8.1. Cutover Plan	6%	260,706.36	26,070.64	367,813.22	234,635.72	3,310,319.01
Deliverable 9.1. Report of Final Acceptance [Stable in Fully Functional Usage] includes Price + all Holdbacks totaling \$367,813.22.	15%	666,973.77	0.00	0.00	1,034,786.99	4,345,106.00
Column Totals	100%	4,345,106.00	367,813.22		4,345,106.00	

EXHIBIT D
PRICE AND SCHEDULE OF PAYMENTS

Page 2 of 2

2. Payments, Ongoing Maintenance and Support

- 2.1. During the term of the Contract, County will make payments to Contractor for ongoing Maintenance and Support Services (M&S), payable in advance in equal quarterly installments of \$144,537.50, based on a fixed annual rate of FIVE HUNDRED SEVENTY EIGHT THOUSAND ONE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$578,150.00), for a Term of ten consecutive years. The fixed annual rate includes all fees necessary to maintain County as a beneficiary to the Source Code Escrow Agreement (Exhibit L), pursuant to the Contract, Paragraph 10.3.1.
- 2.2. The first annual period for ongoing M&S will begin on the date when ACES has achieved successful Cutover as defined in Exhibit A (Statement of Work), Task 8.

ATTACHMENT D.1

OPTIONAL WORK SCHEDULE FOR ACES SOLUTION

ATTACHMENT D.1
OPTIONAL WORK SCHEDULE

This Attachment D.1 shall be used by County to record and maintain the listing of all Optional Work acquired by County under the Agreement using Pool Dollars, and to track the balance of Pool Dollars available, following each such acquisition. The parties shall ensure this Schedule B.1 is included in, and updated as part of, any Change Notice or Amendment, as applicable, for each acquisition of Optional Work using Pool Dollars.

1. OPTIONAL WORK

In the event County elects to acquire any of the Optional Work specified below, such Optional Work shall be provided by Contractor to County at the applicable Maximum Fixed Price set forth in this Section 1 below.

ITEM NO.	DESCRIPTION / TYPE (APPLICATION MODIFICATIONS, OTHER PROFESSIONAL SERVICES, ADDITIONAL PRODUCTS, ETC.)	REQUEST DATE	DELIVERY DATE	COUNTY APPROVAL DATE	MAXIMUM FIXED PRICE
SUBTOTAL					\$ 0

2. POOL DOLLARS

EVENT (EFFECTIVE DATE, CHANGE NOTICE/AMENDMENT)	EVENT DATE	ADJUSTED AMOUNT ("+", "-")	POOL DOLLARS
Contract Effective [record the effective date in next column]	[DATE]		\$ 2,000,000
Change Order No. 1	[DATE]	[32,000]	1,968,000

CONTRACTOR'S EEO CERTIFICATIONTyler Technologies, Inc.

Contractor Name

5101 Tennyson Pkwy, Plano, TX 75024

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"/> |

Russell Smith, President, Courts and Justice Division

Authorized Official's Printed Name and Title

Russell Smith

Authorized Official's Signature

May 19, 2021

Date

COUNTY ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: Jesus Carrasco
Title: Captain of the Civil Management Bureau, in LASD's Court Services Division
Address: Stanley Mosk Courthouse, 110 N. Grand Ave., Los Angeles 90012

Telephone: 213 972 3901
Facsimile: unknown
E-Mail Address: JCarras@lasd.org

COUNTY'S PROJECT MANAGER:

Name: Sam Saad
Title: Information Technology Specialist
Address: Hall of Justice, 211 W. Temple St., Los Angeles 90012

Telephone: 213 229 1708
Facsimile: none
E-Mail Address: sssaad@lasd.org

COUNTY'S CONTRACT PROJECT MONITOR:

Name: Contract Compliance Unit
Title: Assistant Director Fiscal Operations
Address: 211 West Temple Street, 6th Fl West
Los Angeles, CA 90012
Telephone: 213-229-1837
Facsimile: _____
E-Mail Address: _____

CONTRACTOR ADMINISTRATION**CONTRACTOR'S NAME:** Tyler Technologies, Inc.**CONTRACT NO:** _____**CONTRACTOR'S PROJECT DIRECTOR:** Steve Magoun

Name: Steve Magoun
Title: V.P., SoftCode
Address: 62 Forest St
Marlborough, MA 01752
Telephone: 774-348-3001
Facsimile: _____
E-Mail Address: steve.magoun@tylertech.com

CONTRACTOR'S PROJECT MANAGER

Name: Kyle Nelson, PMP
Title: Senior Project Manager, SoftCode
Address: 3503 Heroic Dr
Rancho Palos Verdes, CA 90275
Telephone: 310-804-6577
Facsimile: _____
E-Mail Address: kyle.nelson@tylertech.com

Notices to Contractor shall be sent to the following address:

Name: Abigail Diaz
Title: Chief Legal Officer
Address: 1 Tyler Drive
Yarmouth, ME 04096
Telephone: (800) 772-2260
Facsimile: _____
E-Mail Address: abigail.diaz@tylertech.com

EXHIBIT H

**CONTRACTOR'S
CONFIDENTIALITY AGREEMENT**

**FOR
AUTOMATED CIVIL ENFORCEMENT SYSTEM**

EXHIBIT H
CONFIDENTIALITY AGREEMENT

CONTRACT TITLE: Automated Civil Enforcement System

CONTRACT NUMBER: _____

CONTRACTOR: Tyler Technologies, Inc.

1. 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 ("County"). 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 (also "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 Base Contract, including this Exhibit H.

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 staff, 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 the Contract.

Contractor understands and agrees that its employees, or any subcontractor's employees, are not employees of County for any purpose whatsoever and that such employees 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 staff, 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) County's Confidential Information (as such term is defined in Paragraph 18 of the Base 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

EXHIBIT H – CONFIDENTIALITY AGREEMENT

business with County (collectively for the purpose of this Exhibit H, "Confidential Information"). By signing this Agreement, Contractor agrees that, by virtue of involvement in the Work under the Contract, it, any subcontractor, and their respective staff shall protect the confidentiality of all such Confidential Information pursuant to the terms of Paragraph 18 (Confidentiality and Security) of the Base Contract, and as specified below.

Contractor agrees, on behalf of itself, its subcontractors and all 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 of County's 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 staff, or any subcontractor's staff, shall forward all requests for disclosure or copying of any such information in their possession or care to County's Project Manager identified under the Contract.

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

TYLER TECHNOLOGIES, INC.

SIGNED BY *Russell Smith*
Russell Smith (May 19, 2021 08:49 MDT)

DATE May 19, 2021

Its Authorized Agent

PRINTED Russell Smith **TITLE** President, Courts and Justice Division

EXHIBIT H – CONFIDENTIALITY AGREEMENT

**SHERIFF'S DEPARTMENT
TYLER TECHNOLOGIES, INC.**

AUTOMATED CIVIL ENFORCEMENT SYSTEM

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
JURY SERVICE ORDINANCE

2.203.010 Findings.

The County 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

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Chapter 2.203.010 through 2.203.090
JURY SERVICE ORDINANCE

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8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- 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 County 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 County Board of Supervisors the termination of the contract; and/or,

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Page 3 of 3

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

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.

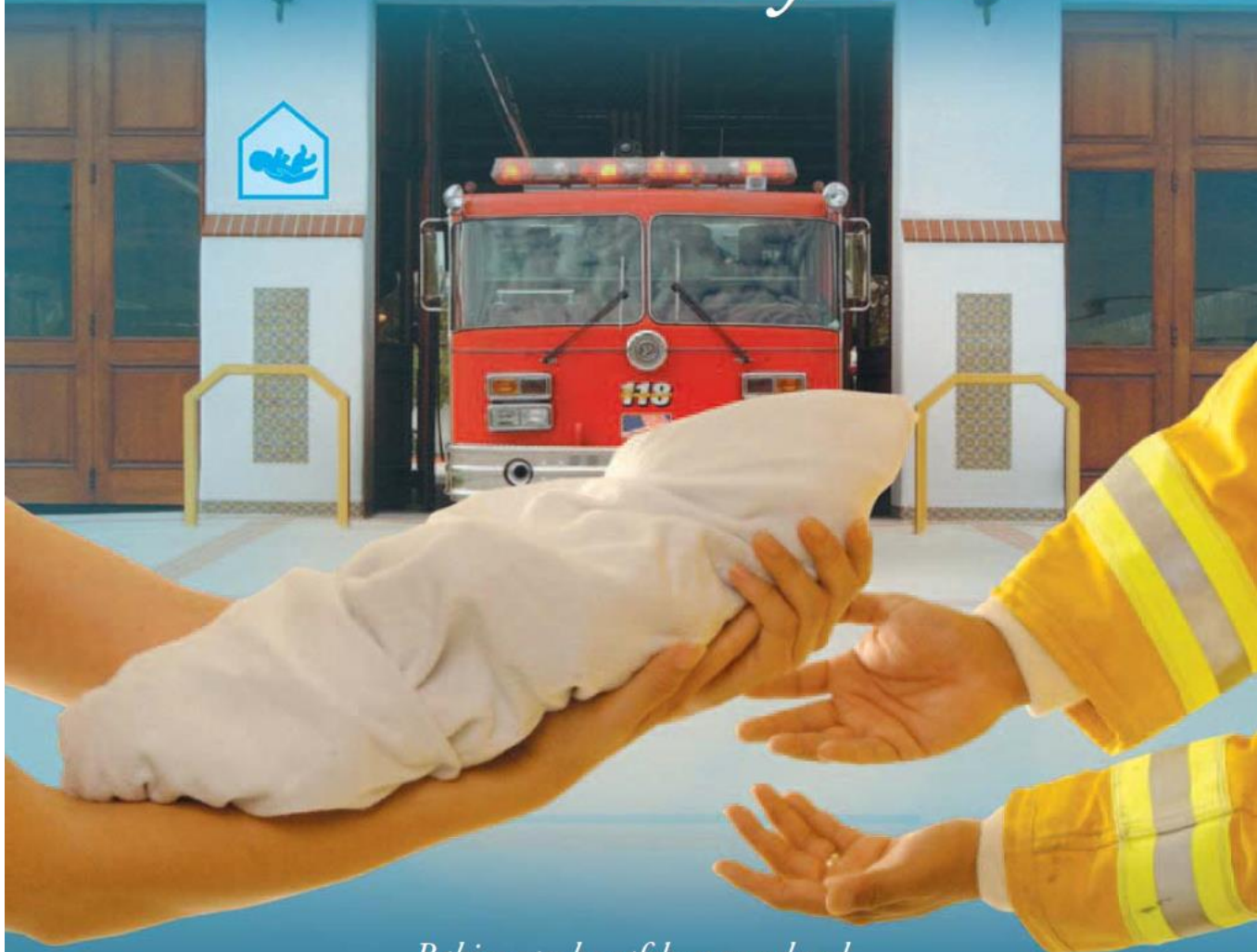
“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“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)

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

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.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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?

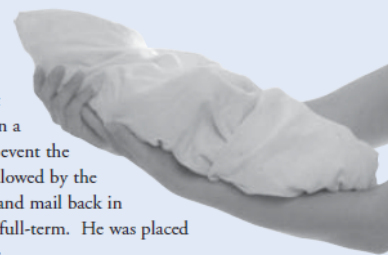
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 brazaletes 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.

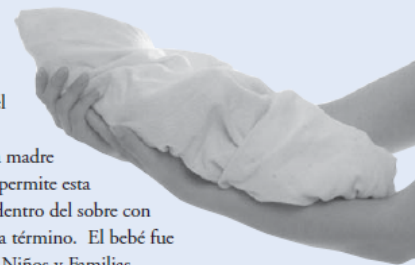


EXHIBIT J – SAFELY SURRENDERED BABY LAW

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

EXHIBIT K

SOFTCODE LICENSE AGREEMENT

FOR

**AUTOMATED CIVIL ENFORCEMENT SYSTEM
(ACES)**

SoftCode, Inc.

ENTERPRISE SOFTWARE LICENSE AGREEMENT

SoftCode, Inc., a Massachusetts corporation, 33 Boston Post Road W Suite 360, Marlborough, Massachusetts 01752 ("SoftCode"), is entering into this Enterprise Software License Agreement ("Agreement") with the **County of Los Angeles** ("Licensee"), by and through its Sheriff's Department, 4700 Ramona Boulevard, Monterey Park, California 91754 (Attention Contracts Unit: Telephone (323) 526-5251; Facsimile: (323) 267-6687; Email scousins@lasd.org), who wishes to license the software Product ("Products" as defined below) from SoftCode to Licensee, subject to the terms and conditions of this Agreement and the terms of any Product Order ("Order" as defined below) submitted to and accepted by SoftCode.

1. DEFINITIONS

"Live Date" means the date the system is used in a production environment.

"Anniversary Date" means the annual recurrence of the Live Date of a Product.

"Delivery Date" means the date a Product is installed or delivered to customer site.

"Enhancement" means any standard modifications or additions that, when made or added to the Product, changes its utility, efficiency, functional capability or application, but that does not constitute solely an Error Correction.

"Error Correction" means a modification, addition, patch, work around or procedure that, when made or added to the Product will bring the Product into conformity with the documentation.

"Orders" for Product licenses may be submitted by Licensee in a form acceptable to SoftCode. Any Orders shall expressly incorporate the terms and conditions of this Agreement, must be authorized by Licensee and are subject to acceptance by SoftCode.

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"User License" means a license to use the Product on any Licensee owned and operated workstation in North America.

"Update" means any new release of the Product which may include any Enhancements or Error Corrections.

"Node" means each server in the network and each desktop computer and thin client connected or connecting to the server(s) or the network.

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E. On a semi-annual basis, for eight (8) years starting from the Live Date, SoftCode will assemble and deliver to Licensee, at no additional cost, a package containing: (a) all Updates since the previous such package delivery (or Product delivery); (b) corresponding Source Code (including C#, APSX, and database code such as stored procedures, functions, and views, but excluding any proprietary third-party Source Code not owned or modified by SoftCode) in a compressed format; (c) corresponding release notes; (d) corresponding documentation as described in paragraph D above; and (e) a SQL Server script that Licensee can use to create a shell database to identify schema changes.

3. TERMS OF PAYMENT

In consideration of the software license under this Agreement, Licensee, or a third party authorized by Licensee, shall pay SoftCode a one-time license fee. The fee quoted is based on SoftCode's being paid in full for this license within 90 days of the signed contract. Source Code will be released when the license fee is paid in full.

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A. SoftCode warrants, for one (1) year from the Live Date, (i) the media (for example diskettes) delivered by SoftCode to the Licensee on which the Product is contained will be free from defects in materials and workmanship, and (ii) any Product licensed hereunder shall operate substantially in accordance with the specifications contained in the documentation that accompanies the Product.

B. SoftCode warrants that it has the right to license the Product to Licensee without restriction. SoftCode also warrants that the licensed Product does not infringe on any United States patent, trademark, or copyright of a third party and SoftCode hereby agrees to indemnify, protect, defend, and hold Licensee harmless from all claims, suits, actions, losses, damages, judgments, costs and expenses which may be sustained by Licensee for such infringement of a United States patent, trademark, trade secret, or copyright by SoftCode; provided that (i) Licensee gives written notice of any suit to SoftCode within two (2) business days from the date of Licensee's receipt of service, (ii) SoftCode shall have sole control of the defense of any action or claim and all negotiations for settlement or compromise thereof and (iii) Licensee reasonably cooperates in the defense of such action or claim. Licensee may elect to participate in any such action with an attorney of its own choice and at its own expense. In the event Licensee is precluded by a court of competent jurisdiction from using a Product as a result of the infringement by SoftCode of any such patent, trademark, trade secret, or copyright of a third party, SoftCode may, in its reasonable discretion, (i) obtain the right to use the Product for the Licensee, or (ii) replace or modify the Product so that it no longer infringes, or (iii) if neither (i) or (ii) above is commercially feasible, in SoftCode's reasonable discretion, then SoftCode may terminate the License for the affected Product and issue to Licensee a pro-rata refund of the License fees paid by Licensee based on a useful life of five (5) years. If Licensee does not notify SoftCode, as required herein, Licensee's rights under this Section shall terminate.

C. Licensee agrees that, except as provided in Paragraph 5 B above, SoftCode's liability for direct damages, if any, shall not exceed the License fees paid to SoftCode by Licensee for use of the Product(s) under this Agreement.

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SoftCode may identify Licensee as a Licensee of SoftCode and may also issue one or more mutually agreeable press releases containing an announcement

of the relationship. No such release shall include any information considered Confidential by Licensee. Licensee's approval to any such document or release shall not be unreasonably withheld and shall be deemed given unless Licensee indicates otherwise in writing within ten (10) days of delivery to and acknowledgement of receipt by Licensee of the proposed document or release.

9. GOVERNING LAW; ATTORNEY'S FEES

This Agreement, including any Order, shall for all purposes be deemed subject to the laws of the Commonwealth of Massachusetts, USA and tried in the courts of Middlesex County. In the event that any action or proceeding is commenced to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

10. AUDIT

Upon reasonable written notice to Licensee, SoftCode reserves the right to periodically audit Licensee to ensure that Licensee is not using any Product in violation of this Agreement or any Order. During Licensee's standard business hours and upon prior written notice, SoftCode may visit Licensee and Licensee will make available to SoftCode or its representatives any records pertaining to the Product to SoftCode. The cost of any requested audit will be solely borne by SoftCode, unless such audit discloses an underpayment or amount due to SoftCode in excess of five percent (5%) of the initial license fee for the Product, in which case Licensee shall pay the cost of the audit.

11. SEVERABILITY; WAIVER

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect, such enforceability shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if such unenforceable provision(s) had never been contained herein. No term or provision hereof shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by both parties.

12. ASSIGNMENT

Licensee may not assign this Agreement or any Order or otherwise convey any rights or obligations under this Agreement. SoftCode may assign this Agreement, in whole or in part, including without limitation, in connection with the transfer of assets to a wholly or majority owned business unit of SoftCode which sells one or more of the Products.

13. NOTICE

Any notice or other communication required or permitted hereunder shall be given in writing to the other party at such address as shall be given by either party to the other in writing. Such notice shall be deemed to have been given when (i) delivered personally, (ii) sent via certified mail (return receipt requested) (iii) sent via cable, telegram, telex, telecopier, fax (all with confirmation of receipt), or (iv) by recognized air courier service.

14. **TERM AND TERMINATION**

The terms of this Agreement shall commence on the date it is executed by SoftCode and shall continue in effect until terminated as provided herein. Except with respect to a default in payment(s) due to SoftCode, this Agreement and any License for a Product may be terminated by SoftCode in the event that Customer is in default hereunder. Upon termination of any License hereunder, Customer shall return the Product (and any copies made pursuant to Section 2) and all related documentation to SoftCode. The provisions of Sections 3. Terms of Payment, 5. Liability/Warranty, 6. Export Law Compliance, 7. Nondisclosure, 9. Governing Law; Attorney's Fees and 10. Audit, shall survive termination of this Agreement or any individual License.

15. **ENTIRE AGREEMENT**

The Agreement and the applicable Order(s) constitute the entire agreement between the parties for a License to use a Product, and will become binding upon SoftCode when signed by an authorized representative of SoftCode. SoftCode shall not be bound by any additional provisions that may appear in Licensee's purchase order, acknowledgment of the purchase order, or any other communication between Licensee and SoftCode. This Agreement supercedes any license agreement delivered with the Product or any update or revision thereto. There are no understandings, agreements or representations not specified herein or in any Order with respect to a License or a Product licensed hereunder. This Agreement or any Order may not be modified, except by a written addendum signed by duly authorized representatives of both parties.

BY SIGNING BELOW, BOTH PARTIES AGREE TO ALL THE TERMS AND CONDITIONS SET FORTH HEREIN.

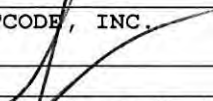
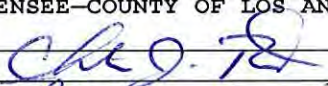
SOFTCODE, INC.	LICENSEE—COUNTY OF LOS ANGELES
By: 	By: 
Name: Steven R. Magoun	Name: CHRISTOPHER J. REED
Title: President	Title: CAPTAIN
Date: 4/11/13	Date: 4-11-13

EXHIBIT L

SOURCE CODE ESCROW AGREEMENT

FOR

**AUTOMATED CIVIL ENFORCEMENT SYSTEM
(ACES)**



Iron Mountain Intellectual Property Management



S3010829



IRON MOUNTAIN®

Iron Mountain offers records management for both physical and digital media, disaster recovery support, consulting services, and is the leader in intellectual property protection. specializing in technology escrow and domain name records management. Comac, a subsidiary of Iron Mountain, provides marketing collateral fulfillment services. Iron Mountain is committed to delivering responsive and reliable service to meet our customers' needs. Our proven systems and processes ensure that we provide quality and consistent service to our customers. Be sure to visit our website, www.ironmountain.com for more information.

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THREE-PARTY MASTER ESCROW SERVICE AGREEMENTMaster Deposit Account Number: 20058**1. Introduction.**

This Escrow Service Agreement (the "Agreement") is entered into by and between Tyler Technologies, Inc., located at 6500 International Parkway, Suite 2000, Plano, TX 75093 ("Depositor"), , by any additional party signing the Acceptance Form attached as Exhibit E to this Agreement ("Beneficiary"), and by Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain") on this 2 day of August, 2006 (the "Effective Date"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

The use of the term "Services" in this Agreement shall refer to Iron Mountain Services that facilitate the creation, management, and enforcement of software and/or other technology escrow accounts as described in Exhibit A attached hereto. A Party shall request Services under this Agreement (i) by submitting a work request associated for certain Iron Mountain Escrow Services via the online portal maintained at the Website located at www.ironmountainconnect.com or any other Websites or Web pages owned or controlled by Iron Mountain that are linked to that Website (collectively the "Iron Mountain Website"), or (ii) by submitting a written work request attached hereto as Exhibit A (each, individually, a "Work Request"). The Parties desire this Agreement to be supplementary to the Master Software License and Professional Services Agreement, dated as of March 14, 2006, by and between Depositor, , and any Beneficiary hereunder (the "Master License Agreement") and pursuant to Chapter 11 United States [Bankruptcy] Code, Section 365(a).

2. Depositor Responsibilities.

- (a) Depositor shall provide all information designated as required to fulfill a Work Request ("Required Information") and may also provide other information ("Optional Information") at their discretion to assist Iron Mountain in the fulfillment of requested Services.
- (b) Depositor must authorize and designate one or more persons whose action(s) will legally bind the Depositor ("Authorized Person(s)") who shall be identified in the Authorized Person(s)/Notices Table of this Agreement) and who may manage the Iron Mountain escrow account through the Iron Mountain Website or via written Work Request. Authorized Person(s) will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement (the "Depositor Information").
- (c) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("Deposit Material") to Iron Mountain within ninety (90) days of the payment of the License Fee as required by the Master License Agreement. Depositor shall update Deposit Material on an annual basis during the Term of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain via the Iron Mountain Website or using the form attached hereto as Exhibit B.
- (d) Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto.
- (e) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement free of any liens or encumbrances as of the date of their deposit. Any Deposit Material liens or encumbrances made after their deposit will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement;
- (f) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted the necessary decryption tools and keys to read such material are deposited contemporaneously.
- (g) Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services; and
- (h) Depositor warrants that Iron Mountain's use of the Deposit Material or other materials supplied by Depositor to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties. Depositor agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing its facilities, computer software systems, and technical personnel for verification Services whenever reasonably necessary.

What are these?

Exhibit G**6. Term and Termination.**

- (a) The initial "Term" of this Agreement is for a period of one (1) year from the Effective Date and will automatically renew for additional one (1) year Terms and continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide joint written instructions of their intent to cancel this Agreement within sixty (60) days to Iron Mountain; (ii) Beneficiary provides a sixty (60) day written notice regarding cancellation of this Agreement to both Depositor and Iron Mountain; or (iii) Iron Mountain provides a sixty (60) day written notice to the Depositor and Beneficiary Authorized Persons that it can no longer perform the Services under this Agreement.
- (b) In the event this Agreement is terminated under Sections 6(a)(i) or 6(a)(iii) above, Depositor and Beneficiary may provide Iron Mountain with joint written instructions authorizing Iron Mountain to forward the Deposit Material to another escrow company and/or agent or other designated recipient. If Iron Mountain does not receive joint written instructions within sixty (60) calendar days after the date of the notice of termination, Iron Mountain shall return or destroy the Deposit Material.
- (c) In the event of the nonpayment of Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with notice by electronic mail and/or regular mail. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending notice by electronic mail and/or regular mail of termination to all Parties. Iron Mountain shall have no obligation to take any action under this Agreement so long as any Iron Mountain invoice issued for Services rendered under this Agreement remains uncollected.

7. General Indemnity.

Each Party shall defend, indemnify and hold harmless the others, their corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

8. Warranties.

- (a) Iron Mountain. ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES AND SUCH PARTY'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE RETURN OF THE PORTION OF THE FEES PAID TO IRON MOUNTAIN BY PAYING PARTY FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN SECTION 11 HEREIN.
- (b) Depositor. Depositor warrants that all Depositor Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor Information during the Term of this Agreement.
- (c) Beneficiary. Beneficiary warrants that all Beneficiary Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary Information during the Term of this Agreement.

9. Insurance.

Iron Mountain shall, at its sole cost and expense, throughout the term of this Agreement, procure and maintain in full force and effect, the following insurance coverage, with an insurance carrier that is rated B+ or better by A.M. Best.

TYPE OF INSURANCE	COVERAGE AMOUNT	TYPE OF INSURANCE	COVERAGE AMOUNT
General Liability	\$2,000,000 General Aggregate	Crime Insurance	\$2,000,000 Each Occurrence
General Liability	\$1,000,000 Each Occurrence	Umbrella Coverage	\$5,000,000 General Aggregate
Professional Liability	\$1,000,000 Each Occurrence		

Exhibit G

All certificates of insurance shall name the Parties as additional beneficiaries with respect to General Liability coverage. All certificates of insurance shall require that the Parties be provided with advance written notice of cancellation of the stated coverage, and Iron Mountain shall request that its insurer use its best efforts to provide at least thirty (30) days' advance written notification of such cancellation.

10. Confidential Information.

Iron Mountain shall have the obligation to reasonably protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not disclose, transfer, make available or use the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third Party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will immediately notify the Parties to this Agreement unless prohibited by law. It shall be the responsibility of Depositor and/or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will not be required to disobey any order from a court or other judicial tribunal, including, but not limited to, notices delivered pursuant to Section 13(g) below.

11. Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID OR OWED TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS. THIS LIMIT SHALL NOT APPLY TO ANY PARTY FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) DAMAGE TO TANGIBLE PROPERTY (EXCLUDING THE DEPOSIT ITEMS); (IV) THEFT; OR (V) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. Consequential Damages Waiver.

EXCEPT AS SET FORTH IN EXHIBIT C (RELEASE OF DEPOSIT MATERIAL) IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

13. General.

- (a) **Incorporation of Work Requests.** Each of the Exhibits hereto, including, without limitation, Work Requests, shall, when duly executed, be incorporated into this Agreement. Any Work Requests submitted for an additional deposit account ("Auxiliary Deposit Account") will be incorporated by reference into this Agreement and governed by the same terms and conditions that govern the initial deposit account ("Initial Deposit Account").
- (b) **Purchase Orders.** The terms and conditions of this Agreement prevail regardless of any conflicting or additional terms on any Purchase Order or other correspondence for any Initial Deposit Account or Auxiliary Deposit Account. Any contingencies or additional terms contained on any Purchase Order are not binding upon Iron Mountain. All Purchase Orders are subject to approval and acceptance by Iron Mountain.
- (c) **Right to Make Copies.** Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform this Agreement. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (d) **Choice of Law.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Texas, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts located within the county of the relevant Beneficiary and agrees to venue lying in such courts, and expressly waives any objections or defenses based upon lack of personal jurisdiction or venue or forum non conveniens.

Choice of Law = Texas
okay

Exhibit G

- (e) **Right to Rely on Instructions.** Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine. Iron Mountain may assume that any employee of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. Iron Mountain shall not be responsible for failure to act as a result of causes beyond the reasonable control of Iron Mountain.
- (f) **Force Majeure.** Except for the obligation to pay monies due and owing, no Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (g) **Notices.** All notices regarding Exhibit C shall be sent by commercial express mail. All other correspondence, including invoices, payments, and other documents and communications, shall be sent by (i) electronic mail; (ii) via regular mail to the Parties at the addresses specified in the Authorized Persons/Notices Table which shall include the title(s) of the individual(s) authorized to receive notices; or (iii) via the online portal maintained at the Iron Mountain Website. It shall be the responsibility of the Parties to notify each other as provided in this Section in the event of a change of physical or e-mail addresses. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice or last known address of the other Parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities by mail, through messenger or commercial express delivery services.
- (h) **No Waiver.** No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.
- (i) **Assignment.** No assignment of this Agreement by any Party or any rights or obligations of any Party under this Agreement is permitted without the written consent of all Parties, which shall not be unreasonably withheld or delayed.
- (j) **Severability.** In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, if this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for either Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by notice to the others.
- (k) **Independent Contractor Relationship.** Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (l) **Attorneys' Fees.** In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (m) **No Agency.** No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (n) **Disputes.** Except as otherwise set forth herein, any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the Dallas, Texas Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator shall apply Texas law. Unless otherwise agreed by the Parties, arbitration will take place in Dallas, Texas, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor and/or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged otherwise, any costs of arbitration incurred by Iron Mountain, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Beneficiary.

Exhibit G

EXHIBIT A ESCROW SERVICE WORK REQUEST
Account Number 20058

SERVICE Check box (es) to order service	SERVICE DESCRIPTION	ONE- TIME FEES	ANNUAL FEES	PAYING PARTY Check box to identify the Paying Party for each service below.
<input checked="" type="checkbox"/> Add and Manage New Escrow Account	Iron Mountain will open a new escrow deposit account that includes a minimum of one (1) Depositor and one (1) complete set of Deposit Material. All Deposit Material will be securely stored in controlled vaults that are owned and/or operated by Iron Mountain. Account services include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management and submission of electronic Work Requests, and secure destruction of deposit materials upon account termination. Iron Mountain will assign a Client Manager for each escrow account. These Managers will provide training from time to time to facilitate secure Internet access to escrow account(s). Assigned Managers will also ensure timely fulfillment of Work Requests (e.g., deposit updates, new beneficiary enrollment) and communication of status. Iron Mountain will open and manage an Auxiliary Deposit Account for a new product or depositor in accordance with the service description immediately above and the Agreement that governs the Initial Deposit Account #	\$2,050	\$950	<input checked="" type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add and Manage Auxiliary Account		N/A	\$950	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow account, where possible, and provide notice as appropriate to all relevant Parties.	N/A	\$650	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Tracking Notification	Iron Mountain will send periodic notices to Depositors and/or Beneficiaries related to Deposit Material as specified within the terms of the Agreement.	N/A	\$350	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add File Comparison and Analysis Test	Iron Mountain will fulfill a Work Request to perform a File Comparison and Analysis Test, which includes a final report sent to Client, on Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Supplementary Questionnaire) and stored Deposit Material.	\$2,500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes a final report sent to Client, on Deposit Material. Client and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Custom Quote	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Usability Test - Binary Comparison	Iron Mountain will fulfill a Work Request to perform one a Deposit Compile Test Binary Comparison which includes a final report sent to Client, on Deposit Material. Client and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Custom Quote	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Usability Test - Full Usability Test	Iron Mountain will fulfill a Work Request to perform one a Deposit Compile Test Full Usability which includes a final report sent to Client, on Deposit Material. Client and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Custom Quote	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Dual Vaulting	Iron Mountain will fulfill a Work Request to store deposit materials in one additional location as defined within the Service Agreement. Duplicate storage request may be in the form of either physical media or electronic storage.	N/A	\$500	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Materials" the Escrow Service Agreement.	\$500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting Services based on a custom SOW mutually agreed to by all Parties.	\$150/hour	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Delete Account	Iron Mountain will fulfill a Work Request to terminate an existing escrow account by providing notice to all Parties to the Agreement, removing Deposit Material from the vault and then either securely destroying or returning the Deposit Material via commercial express mail carrier as instructed. All accrued Services Fees must be collected by Iron Mountain prior to completing fulfillment to terminate an existing escrow account.	No Charge	No Charge	No Charge
<input type="checkbox"/> Replace/Delete Deposit Materials	Iron Mountain will replace/delete deposit material in accordance with the terms of the Agreement. Materials will be returned as directed by depositor or destroyed using Iron Mountain Secure Shredding.	No Charge	No Charge	No Charge

Upon Escrow Service Agreement execution, please provide your initials below in the appropriate location to indicate your acceptance of this Escrow Services Work Request inclusive of agreed Services pricing and indication of which Party is financially responsible for payment of specific Services.

DEPOSITOR INITIALS _____ BENEFICIARY INITIALS _____

Note: Work Requests may be submitted electronically through their escrow account online OR may complete this form along with any other supporting exhibits required and email and/or fax this Work Request to their assigned Client Manager at Iron Mountain for fulfillment.

EXHIBIT C

RELEASE OF DEPOSIT MATERIAL
Deposit Account Number: 30058

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material.

- *Conditions*
1. **Release Conditions.** Depositor and Beneficiary agree that Iron Mountain will provide notice commercial express mail to the Depositor if a Beneficiary under this Agreement submits a Deposit Material release Work Request based on one or more of the following conditions (defined as "Release Conditions"):
 - (i) Depositor no longer offers maintenance and support services for the Deposit Material; or
 - (ii) Beneficiary terminates the Maintenance and Support Services Agreement "for cause" (as defined therein) and Beneficiary's right to exercise such termination is not disputed by Depositor;
 - (iii) Failure of the Depositor to function as a going concern or operate in the in the ordinary course; or
 - (iv) Depositor is subject to voluntary or involuntary bankruptcy.
 2. **Release Work Request.** A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the authorized Depositor representative(s).
 3. **Contrary Instructions.** From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor representative(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Contrary Instructions shall be on company letterhead and signed by an authorized Depositor representative. Upon receipt of Contrary Instructions, Iron Mountain shall send a copy to an authorized Beneficiary representative by commercial express mail. Additionally, Iron Mountain shall notify both Depositor representative(s) and Beneficiary representative(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary that accept release of Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) receipt of an order from a court of competent jurisdiction.
 4. **Release of Deposit Material.** If Iron Mountain does not receive Contrary Instructions from an authorized Depositor representative, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any uncollected Service fees due Iron Mountain from the Beneficiary before fulfilling the Work Request to release Deposit Material covered under this Agreement. This Agreement will terminate upon the release of Deposit Material held by Iron Mountain.
 5. **Right to Use Following Release.** Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the Master Software License and Professional Services Agreement, but such right is subject to the terms and conditions of the Master Software License and Professional Services Agreement, including Section 15.4 (License for Use of Escrowed Materials) thereof. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

EXHIBIT D**AUXILIARY DEPOSIT ACCOUNT TO MASTER ESCROW AGREEMENT**

(NOTE: TO BE COMPLETED ONLY IF DEPOSITOR ESTABLISHED A MASTER ESCROW AGREEMENT)

Master Deposit Account Number: 30058

Auxiliary Account Number _____

Tyler Technologies, Inc. ("**Depositor**") has entered into a Master Escrow Agreement with Iron Mountain Intellectual Property Management, Inc. ("**Iron Mountain**"). Pursuant to that Agreement, Depositor may deposit certain Deposit Material with Iron Mountain.

Depositor desires that new Deposit Material be held in a separate account and be maintained separately from the initial account. By execution of this Exhibit E, Iron Mountain will establish a separate account for the new Deposit Material. The new account will be referenced by the following name: _____.

Depositor hereby agrees that all terms and conditions of the existing Master Escrow Agreement previously entered into by Depositor and Iron Mountain will govern this account. The termination or expiration of any other account of Depositor will not affect this account.

DEPOSITOR CIARY

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	<u>ipmcontracts@ironmountain.com</u>

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:		PRINT NAME:	
TITLE:		TITLE:	
EMAIL ADDRESS		EMAIL ADDRESS	
STREET ADDRESS 1		STREET ADDRESS 1	
PROVINCE/CITY/STATE		PROVINCE/CITY/STATE	
POSTAL/ZIP CODE		POSTAL/ZIP CODE	
PHONE NUMBER		PHONE NUMBER	
FAX NUMBER		FAX NUMBER	

EXHIBIT E **ENROLLMENT FORM**

Deposit Account Number: 30058

☒ *key*

Depositor, Beneficiary and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that Tyler Technologies, Inc. is the "**Depositor**" referred to in the Escrow Agreement that supports Deposit Account Number: _____ with Iron Mountain as the escrow agent and _____ is the **Beneficiary** enrolling under this Agreement. "**Beneficiary**" hereby agrees to be bound by all provisions of such Agreement.

BENEFICIARY COMPANY NAME:

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

PRINT NAME:		PRINT NAME:	
TITLE:		TITLE:	
EMAIL ADDRESS		EMAIL ADDRESS	
STREET ADDRESS		STREET ADDRESS	
PROVINCE/CITY/STATE		PROVINCE/CITY/STATE	
POSTAL/ZIP CODE		POSTAL/ZIP CODE	
PHONE NUMBER		PHONE NUMBER	
FAX NUMBER		FAX NUMBER	

PAYING PARTY COMPANY NAME: TYLER TECHNOLOGIE, INC.

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS 1	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to toipmcontracts@ironmountain.com OR Iron Mountain, Attn: Contract Administration, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

NOTE: SIGNATURE BLOCKS FOLLOW ON THE NEXT PAGE

DEPOSITOR

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

BENEFICIARY

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	<u>ipmcontracts@ironmountain.com</u>

Amendment Effective Date	10/05/2017
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First Amendment to Three-Party Master Escrow Service Agreement

Introduction.

This First Amendment to Master Escrow Service Agreement (the "**Amendment**") amends the three-party master escrow services agreement ("the **Agreement**") with an effective date of August 10, 2006 entered into by and between Tyler Technologies, Inc. (the "**Depositor**") and by Iron Mountain Intellectual Property Management, Inc. ("**Iron Mountain**") that governs Deposit Account Number ~~30058~~. Depositor and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Amendment.

WHEREAS the Parties anticipate enrolling additional Beneficiaries under the Agreement, and desire to amend the terms as between the Depositor, Iron Mountain, and such additional new Beneficiaries only, Depositor and Iron Mountain now desire to amend the Agreement, as set forth below.

Now, Therefore, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Amendment of Agreement.

- a. The last sentence of paragraph 1., Introduction., is hereby deleted and replaced with the following:

"The Parties have or will have entered into a license agreement conveying intellectual property rights to the Beneficiary ("License Agreement"), and the Parties intend this Agreement to be considered as supplementary to the License Agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n)."

- b. All references to the "Master License Agreement" are replaced with "License Agreement", as License Agreement is defined in paragraph 1 of this Amendment.

- c. "Paragraph 5., Right to Use Following Release., of Exhibit C to the Agreement is deleted in its entirety and replaced with the following:

"5. Right to Use Following Release. Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement, but such right is subject to the terms and conditions of the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material."

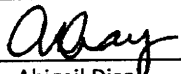
- d. Pages 12 through 14 of the Agreement are hereby deleted in their entirety and replaced with the Exhibit D and Exhibit E attached to this Amendment.

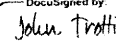
2. **Effect of Amendment.** Except as amended or modified by this Amendment, the Agreement is hereby ratified by Depositor and Iron Mountain and shall remain in full force and effect in accordance with its terms and conditions as to Depositor and Iron Mountain and any Beneficiary joining the Agreement after the Amendment Effective Date. Unless and until any Beneficiary, who joined the Agreement prior to the Amendment Effective Date, consents in writing to its terms, this Amendment shall not be effective against such Beneficiary.

3. **Precedence.** In the event of any inconsistency or conflict between the terms and conditions of this Amendment and the Agreement, the terms and conditions of this Amendment shall govern.

Amend. precedence over orig. Agt btwn Iron Mtn + TI

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the Effective Date by their authorized representatives. If the Effective Date is not specified above, then the last date noted on the signature blocks of this Amendment shall be the Effective Date.

DEPOSITOR	
Signature	
Print Name	Abigail Diaz
Title	Chief Legal Officer
Date	October 4, 2017

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	<small>DocuSigned by:</small> 
Print Name	John Trotti
Title	Sr. Manager, Contracts
Date	October 10, 2017 06:41 PDT

Approved as to IPM Operational Content:
Iron Mountain IPM Service Delivery



Name: Ryan B. Smith, Contracts Specialist
Date: October 3, 2017

(Balance of Page Left Intentionally Blank – Exhibits D & E Follow)



CERTIFICATE OF LIABILITY INSURANCE

Exhibit L Source Code Escrow Agreement

DATE (MM/DD/YYYY)
12/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110		CONTACT NAME: Moira Crosby PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: mcrosby@hayscompanies.com	
INSURED Tyler Technologies, Inc. 5101 Tennyson Parkway Plano TX 75024		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Company INSURER B: Hartford Casualty Insurance Company INSURER C: Lloyds of London Syndicates INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 20-21 GL Auto WC UMB

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		08UENAY8572	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			08UENAY8572	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			08KHUAZ8392	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	08WKEEL5271	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber/Privacy Prof Liab			B0621PTYLE000220	12/17/2020	12/17/2021	Primary Limit: \$10,000,000
C	Cyber/Privacy Prof Liab			B0621PTYLE000320	12/17/2020	12/17/2021	Excess Limit: \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Los Angeles its special districts elected officials officers agents employees and volunteers (collectively County's Agents) are included as Additional Insured on a primary and non-contributory basis under the General Liability policy where required by written contract. A Waiver of Subrogation is granted in favor of the Certificate Holder under the General Liability policy where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

County of Los Angeles 320 W. Temple Street Room 1383 Los Angeles, CA 90012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/CEMITC
---	--

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ACORD 25 (2014/01)

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INS025 (201401)

EXHIBIT M

APPLICATION SECURITY REQUIREMENTS

FOR

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

TABLE OF CONTENTS

INTRODUCTION.....	1
1.0 SECURE CODING	2
2.0 SOFTWARE AS A SERVICE (SAAS), IF APPLICABLE	2
3.0 AUTHENTICATION (LOGIN/SIGN-ON)	2
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5.0 CONFIGURATION MANAGEMENT (DATABASE AND APPLICATION CONFIGURATION SECURITY).....	3
6.0 DATA SECURITY.....	4
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8.0 REFERENCE.....	5

Introduction

Security Requirements Goals and Objectives:

The Application Security Requirements outlines the overall security requirements that need to be addressed for every software application deployed and/or used by the County of Los Angeles. These requirements would apply to all County and externally hosted applications: County-developed and third-party-developed applications.

These requirements include the overall security capabilities needed to support the business processes for County departments and agencies. At a minimum, these requirements will be used to track, test and monitor the overall System's security capabilities that shall consistently be met throughout the Term of the Contract.

Requests for exceptions to any specific requirements within this requirement must be reviewed by IT Security and approved by Departmental management. The request should specifically state the scope of the exception along with justification for granting the exception, the potential impact or risk attendant upon granting the exception, and risk mitigation measures to be undertaken by the project. Departmental management will review such requests, confer with the requesting project team and approve as appropriate.

Application Name and Brief Description:

Application Owner Name

Application Owner Signature

Departmental Information Security Officer (DISO) Name:

DISO Signature

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
1.0	Secure Coding		
1.1	Comply with the County Application Secure Coding Standard		
2.0	Software as a Service (SaaS), if applicable		
2.1	Comply with the County SaaS Security and Privacy Standard		
3.0	Authentication (Login/Sign-on)		
3.1	Authentication mechanism uses password that meets the County Password Security Standard		
3.2	Authentication must take place over a secured/encrypted transport protocol (e.g., HTTPS)		
3.3	Application login must be integrated with a central department and/or county authentication mechanism (e.g., AD)		
3.4	System encrypts passwords before transmission		
3.5	Ensure passwords are hashed and salted before storage		
3.6	For public facing applications, implement multi-factor authentication for applications with sensitive (e.g., password) and/or confidential information (e.g., PII, PHI)		
4.0	Authorization (Permissions)		
4.1	Users are associated with a well-defined set of roles and privileges		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comment/ Indicate Any Compensating Controls if Requirements Not Met
4.2	<p>Users accessing resources hold valid credentials to do so, for example:</p> <ul style="list-style-type: none"> • User interface (UI) only shows navigation to authorized functions • Server side authorization checks for every function • Server side checks do not solely rely on information provided by user 		
4.3	<p>Role and permission metadata is protected from replay or tampering by using one of the following:</p> <ul style="list-style-type: none"> • Tokens/tickets expires after a single use or after a brief period • Standard authorization/authentication protocol (e.g., SAML, OAuth) 		
5.0	Configuration Management (Database and Application Configuration Security)		
5.1	Database Security: System restricts users from directly accessing the database		
5.2	Application Configuration stores (e.g., web.config, httpd.conf) are secured from unauthorized access and tampering (secure file access permissions)		
5.3	Application/database connection credentials need to be encrypted in transit and in storage		
5.4	Application/database connection and service accounts must comply with least privilege principle (must not be database admin account)		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comment/ Indicate Any Compensating Controls if Requirements Not Met
6.0	Data Security		
6.1	Sensitive (e.g., password) and/or confidential data (e.g., PII, PHI) at rest and in transit must be in an encrypted format (i.e., Board of Supervisors Policy No.5.200)		
6.2	Provide database/file encryption for protection of sensitive data fields while the data is at rest (e.g., stored data)		
7.0	Audit logging and reporting		
7.1	Application provides audit reports such as configuration, user accounts, roles and privileges		
7.2	<p>Auditing and logging an event in the system must include, at a minimum:</p> <ul style="list-style-type: none"> • Successful and unsuccessful logons to application • Security Configuration changes (add, delete users, change roles/group permissions, etc.) • Sensitive business transaction/functions (e.g., override approvals) • All logged information is handled securely and protected as per its data classification 		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirements Not Met
7.3	<p>The event parameters logged must include:</p> <ul style="list-style-type: none"> • User or system account ID • Date/time stamp • IP address • Error/event code and type • Type of transaction • User device or peripheral device involved in transactions • Outcome (success or failure) of the event 		
7.4	Audit logs must be compliant with the applicable retention schedule and regulatory requirements		
8.0	Reference (Exhibit B, Attachment B.9)		
8.1	Database Security Standard		
8.2	Password Security Standard		
8.3	Web Application Secure Coding Standards		
8.4	MS Windows Server 2012 R2 Baseline Security Standards		

EXHIBIT N

COMPLIANCE WITH ENCRYPTION REQUIREMENTS

FOR

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

EXHIBIT N
COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Contractor shall provide information about its encryption practices with respect to Personal Information and any other information described in Attachment B.10 (Information and Security Requirements) of the Contract by completing this Exhibit N. By signing this Exhibit N, Contractor certifies that it shall be in compliance with the Los Angeles County Board of Supervisors Policy 5.200 (Contractor Protection of Electronic County Information) upon the Effective Date and during the Term of the Contract.

COMPLIANCE QUESTIONS			DOCUMENTATION AVAILABLE?	
	YES	NO	YES	NO
1) Will County data stored on your workstation(s) be encrypted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Will County data stored on removable media be encrypted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Will County data be encrypted when transmitted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5) Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6) Will County data be stored on remote servers*?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*cloud storage, Software-as-a-Service or SaaS

Russell Smith

Official's Name

President, Courts and Justice Division

Official's Title

Russell Smith

Russell Smith (May 19, 2021 08:49 MDT)

Official's Signature



DRAFT

CIO

ANALYSIS

Attachment B

BOARD AGENDA DATE:

11/9/2021

This document provides an analysis and recommendations by the Office of the Chief Information Officer pertaining only to “requests concerning the approval of actions related to the management, design, development, acquisition, expansion, or purchase of **automated systems and/or related services**,” per [Board Policy 6.020, “Chief Information Office Board Letter Approval”](#). This document shall not be construed as endorsement, or a recommendation for approval, of any other items.

SUBJECT:

APPROVAL OF SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR AN AUTOMATED CIVIL ENFORCEMENT SYSTEM

CONTRACT TYPE:

☒ New Contract ☒ Sole Source ☐ Amendment to Contract #:

SUMMARY:

Description: The Los Angeles County Sheriff's Department (Sheriff) is requesting approval to execute a new Sole Source Contract with Tyler Technologies, Inc. (Tyler) to implement an Automated Civil Enforcement System (ACES). ACES will replace Sheriff's 30-year-old custom-developed civil enforcement system Modified Automated Process and Accounting System (MAPAS), currently used to enforce court orders. The enforcement activity is statutorily mandated by the California Code of Civil Procedure and the California Government Code. MAPAS is increasingly challenging to maintain, update, and modify to support the Sheriff's current and future business requirements for civil processing. It runs on an obsolescent technical platform and does not comply with modern auditing and security standard. The County terminated the previous Automated Civil Enforcement System (ACES) Agreement with Sierra for convenience on March 31, 2018. Since then, the software was acquired by Tyler, and this is a reimplementation of ACES with Tyler.

The Sheriff also requests delegated authority to the Sheriff or his authorized designee to execute Change Notices and Amendments or otherwise modify the Contract as set forth in the Contract. On July 18, 2019, pursuant to Board Policy 5.100, the Sheriff provided the Board with advance notification of its intent to enter negotiations for a Sole Source Contract with Tyler.

The contract term commences upon execution by the Board of Supervisors, and continues for an initial term of six (6) years with four (4) one-year options, for a maximum term of ten (10) years.

Contract Amount: maximum contract sum of \$12,126,606 for the entire Contract Term.

APPROVAL OF SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR AN
AUTOMATED CIVIL ENFORCEMENT SYSTEM

FINANCIAL ANALYSIS:

Contract costs:

Implementation Services with

Fixed-Price Deliverables ¹	\$	4,345,106
Ten (10) Years Maintenance & Support (M&S) ²	\$	5,781,500
Pool Dollars.....	\$	2,000,000

Sub-total Contract Costs: \$ **12,126,606**

Total Contract Costs³: \$ **12,126,606**

Notes:

THE PROJECT IS FULLY FUNDED BY REVENUE GENERATED FROM CIVIL-ENFORCEMENT SERVICE FEES MANDATED AND EARMARKED BY STATE LAW AND WILL BE REFLECTED IN THE SHERIFF'S CIVIL AUTOMATION BUDGET.

¹THE \$4,345,106 IS THE FIXED-PRICE IMPLEMENTATION COST (ESTIMATED 30 MONTHS). THE IMPLEMENTATION COST INCLUDES ALL SERVICES, LABOR, MATERIALS, SOFTWARE, SOFTWARE LICENSES, INCIDENTAL EXPENSES, TRAVEL EXPENSES, CARRYING COSTS, TAXES, AND OTHER COSTS RELATED TO THIS PROJECT, AND OPTIONAL WORK AS APPLICABLE.

²THE M&S IS A FIXED ANNUAL COST OF \$578,150 FOR A 10-YEARS TERM, TOTALING \$5,781,500. THE FIRST YEARLY PERIOD FOR ONGOING M&S WILL BEGIN WHEN ACES IS SUCCESSFULLY IMPLEMENTED FOR USE.

³THE MAXIMUM CONTRACT COST OF \$12,126,606 INCLUDES \$4,345,106 FOR FIXED-COST IMPLEMENTATION SERVICES, \$5,781,500 FOR TEN YEARS M&S, AND \$2,000,000 FOR POOL DOLLARS TO COVER COSTS FOR OPTIONAL WORKS.

ANALYSIS, RISKS, AND RECOMMENDATIONS:

ANALYSIS:

1. **Quality, Cost, and Schedule** – as with any system implementation project, there are risks related to quality, cost, and schedule.

- To address the sole source issue, the Sheriff worked very closely with OCIO and County Counsel to review its requirements, conduct an extensive market analysis of available products and determine that Tyler's CivilServe was the best available system. County Counsel and the OCIO reviewed the Contract and Statement of Work (SOW) and made various recommendations, which were incorporated.
- The Sheriff has identified a designated County's Project Manager to work with the Contractor Project Manager and business stakeholders to ensure adherence to the project scope, schedule, and budget.
- The Sheriff mitigated the quality risks by developing a well-defined SOW with 18 deliverables and appropriate deliverable acceptance criteria. The County's Project Manager will issue a notice based on provisions in the contract, escalating and possibly recommending termination if Tyler cannot resolve within a reasonable timeframe.
- The SOW also:

APPROVAL OF SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR AN
AUTOMATED CIVIL ENFORCEMENT SYSTEM

- Identifies the essential activities to successfully implement a COTS solution, such as assessing technical infrastructure, installation, configuration, customization, data conversion, documentation, training, and testing.
 - Prescribes a formal Project Review process for addressing project delays and/or complications during implementation.
 - Describes specific solution requirements such as detailed functional requirements (i.e., workflows, interfaces, Intake Type, calculation formulas), security requirements, scalability, maintainability, database, electronic documents, and queue items.
 - Describes activities required the County and Contractor to develop interface processes to extract and migrate data from the existing source systems to the new system.
 - Requires the Contractor to develop a training plan, test plan, go-live plan, and provide post-implementation maintenance and support until Contract's termination date.
 - Includes a well-defined Service Level Agreement, includes COTS Product Releases, Support Services, Corrective Maintenance, Deficiency Severity and Priority Levels, Preventive Maintenance, Support Log, Deficiency Credits, and Optional Work.
- The Contract also outlined additional protections for the County, including 10% holdbacks for each deliverable, dedicated Contractor Project Manager, privacy/network cyber insurance, continuous product support, and a defined dispute resolution procedure.
 - The cost risk has been mitigated by making this a fixed-cost, deliverables-based contract.
 - The Sheriff and Tyler will need to jointly address the project schedule risk by developing a comprehensive project implementation schedule as part of the required Project Control Document.

2. **Contract Risks** – No Contract risks have been identified. County Counsel participated in the negotiation and approved the Contract as to form.

3. **Information Security** – The County's Information Security Officer (CISO) has reviewed the Contract and determines the project as a low-security risk. The CISO has made a recommendation on the integration and communicated it to the Sheriff's Information Security Officer. The CISO also provided the Sheriff and County Counsel the latest approved Information Security language for inclusion into the Contract.

- The Contract includes Cyber Liability Insurance Coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate during Contract Term. It covers network security liability, privacy liability, technology professional liability (errors and omissions), and various system breaches (e.g., denial of service, malicious software code, and unauthorized access).

RISKS & RECOMMENDATIONS:

1. **Project Execution and Timelines:** The OCIO had discussed with the Sheriff and made various recommendations. The Sheriff had considered the proposals and made a correction plan, including renegotiating and revising the Contract to mitigate the potential County's financial risk by beginning the ongoing M&S payment on the day ACES is successfully implemented for use. If phased approach rollout is not feasible, the Sheriff must develop detailed training and deployment plans. The plan must include training and engaging superusers at the user acceptance testing phase and deploying them to each location for onsite user support during and post-implementation.

2. **Project Governance:** A strong project governance and steering committee, chaired by the executive sponsor, is needed to adhere to project scope, schedule, and budget and closely monitor project progress and review the resource changes and decline as a regular topic in the steering committee

APPROVAL OF SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR AN
AUTOMATED CIVIL ENFORCEMENT SYSTEM

meeting. The Sheriff must include the Information Technology Manager for the Custody Automation Unit and consider the County's DCIO assigned to the governance structure.

3. **Dedicated Project Manager/Project Resources:** A dedicated County's Project Manager is needed to work with the Contractor's Project Manager and business stakeholders, manage scope changes, manage risks, and manage contract performance. The Project Manager also must confirm project scope and approach, oversee contractor resources and schedule, manage Sheriff resources and continuity of critical resources to deliver the project, enabling cross-training during the implementation to reduce dependency on the single point of failure. The Project Manager and Governance team must review key resources in the project and their dependencies. The Contractor should identify primary and secondary backup resource options and discuss and seek County's approval to timely replace any key resources from the project.

PREPARED BY:

THIDA VAN, DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

PETER LOO, ACTING COUNTY CHIEF INFORMATION OFFICER

DATE

SOLE SOURCE CHECKLIST

Department Name: Los Angeles County Sheriff

☒ New Sole Source Contract

☐ Existing Sole Source Contract

Date Sole Source Contract Approved: NA

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
<input checked="" type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>"Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.



Chief Executive Office

7/11/19
Date

per 7/11/19



FREE BROADBAND FOR THE RESIDENTS OF THE COUNTY OF LOS ANGELES



Operations Cluster Presentation

OCTOBER 20, 2021



Broadband Equity Partnership

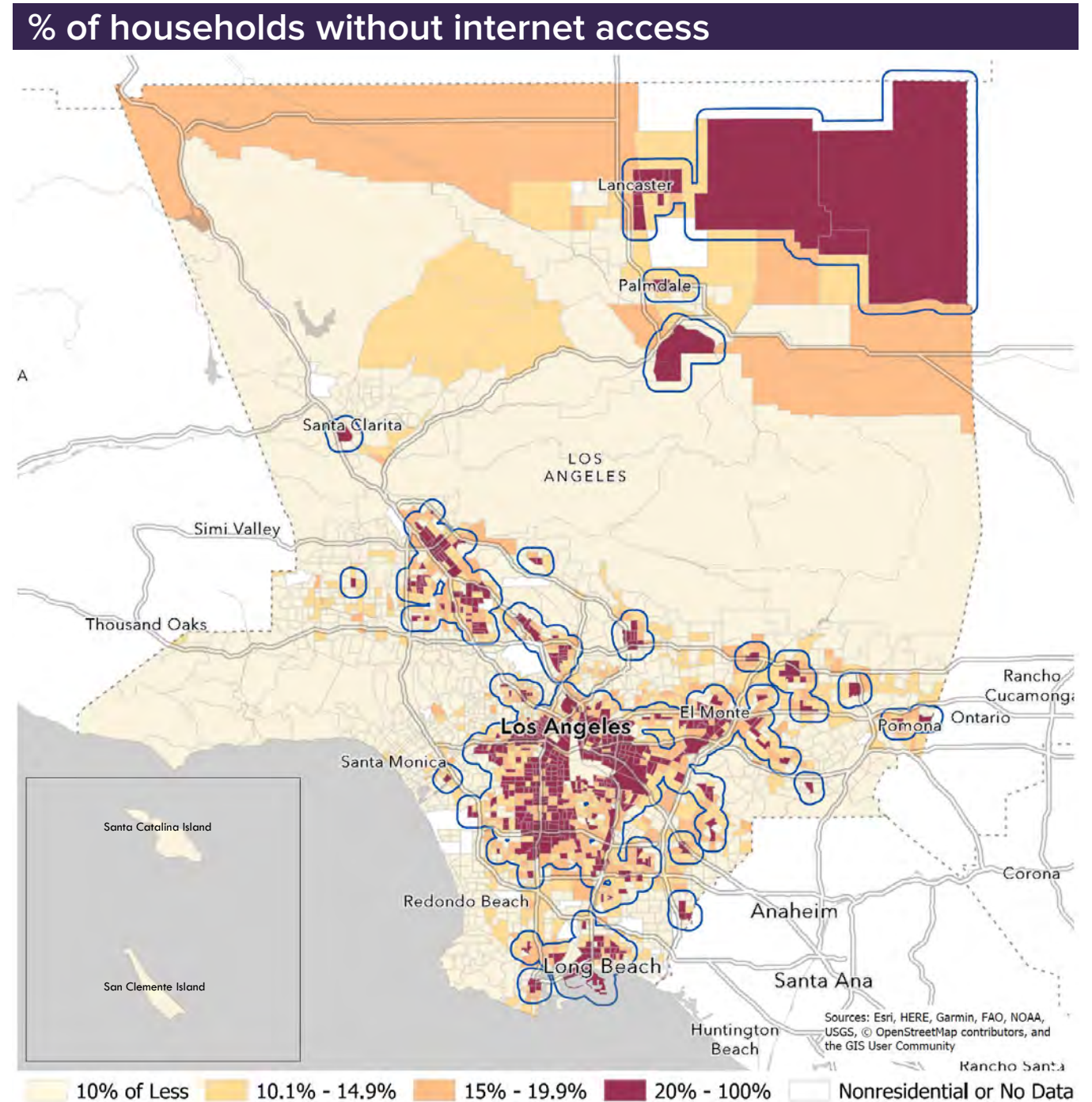
ctc technology & energy
engineering & business consulting

HR&A

On August 31, 2021, the Board of Supervisors instructed ISD to:

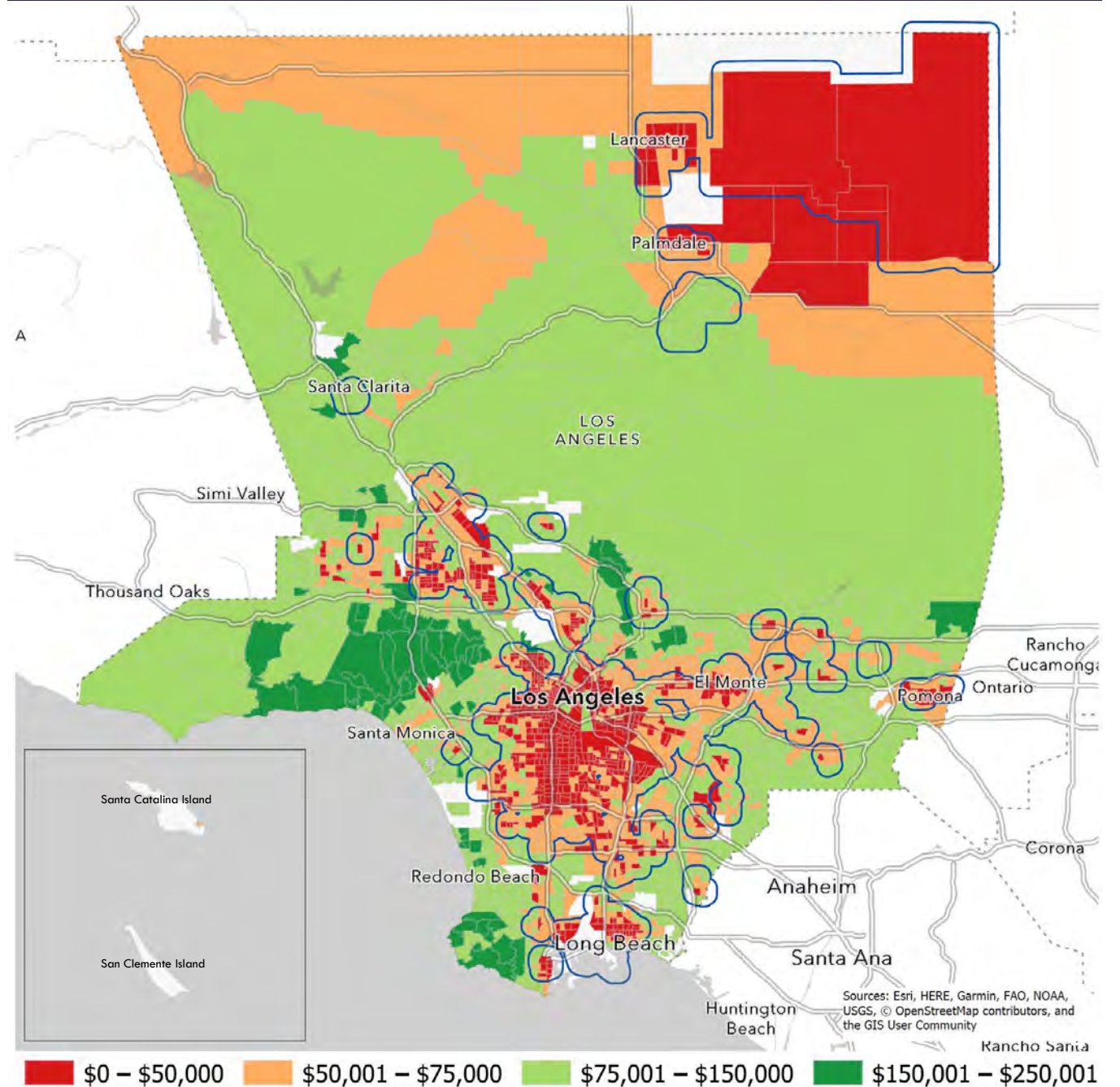
- Identify viable options for the County to facilitate residential access to reliable broadband service in low-income communities
- Identify options, cost estimates and funding sources that would enable implementation in 2021
- Consider a County-administered municipal broadband service, public-private partnerships, and amendments to existing agreements with internet service providers

Over 365,000 households in Los Angeles County lack broadband access.

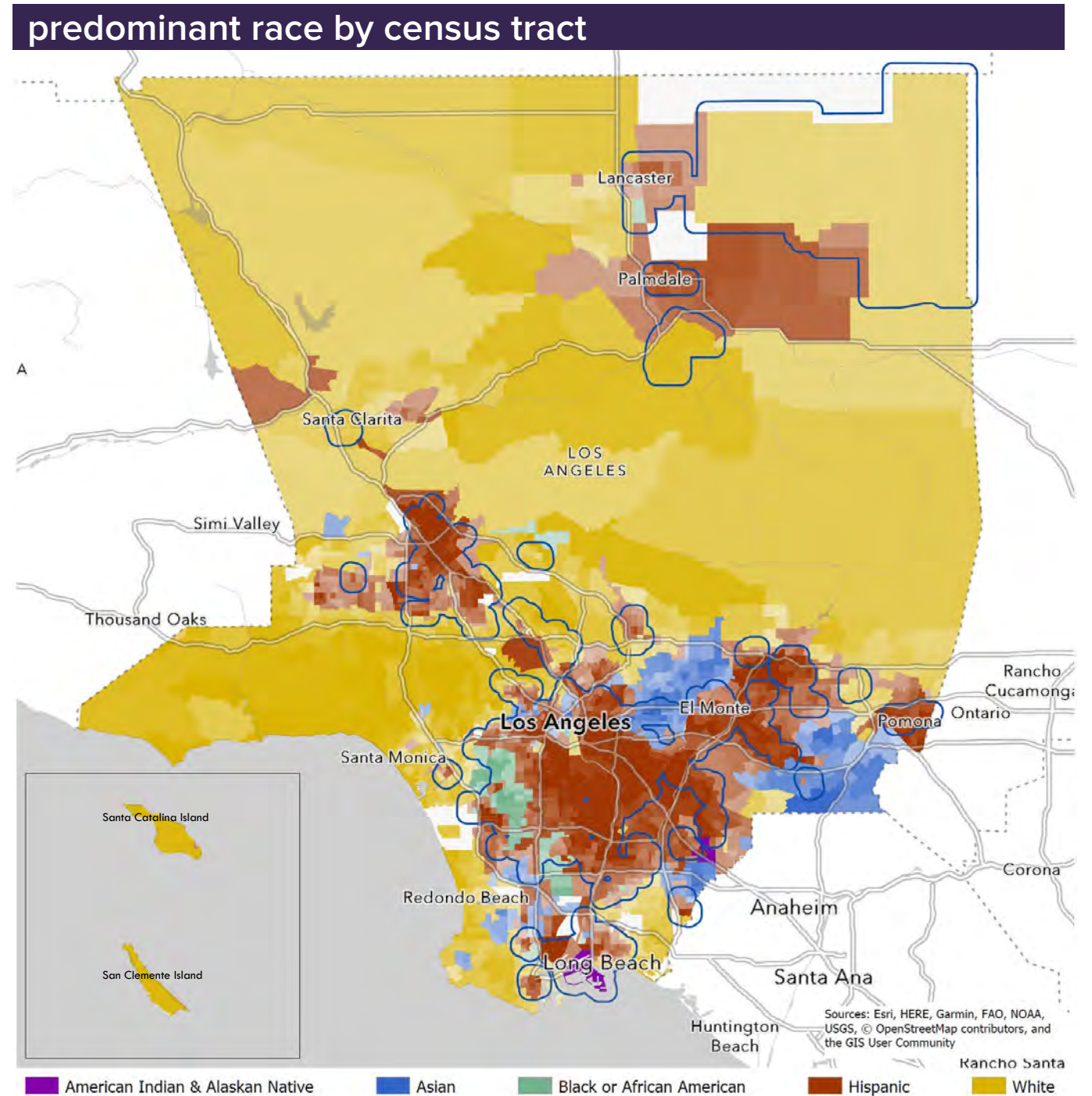


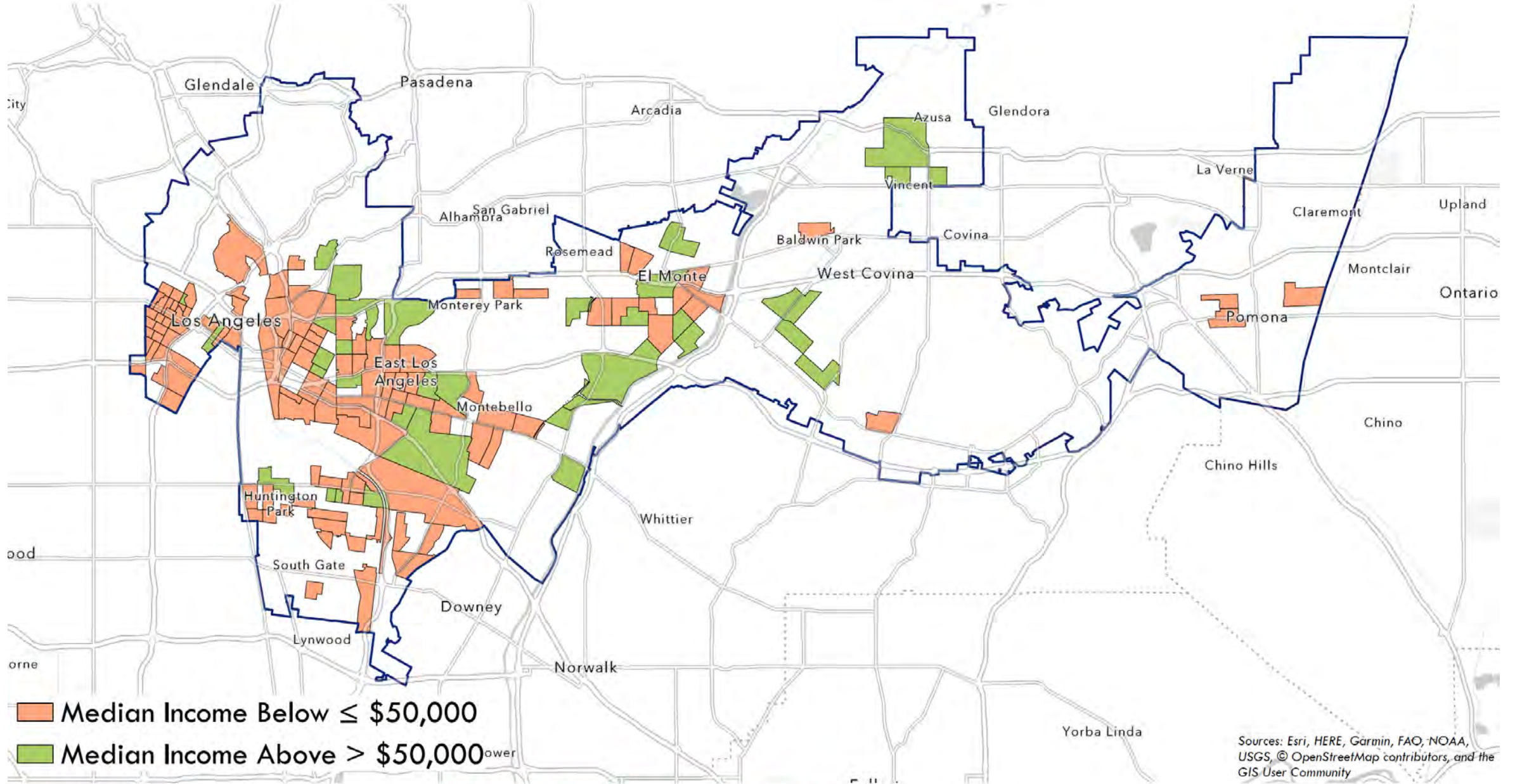
Areas that lack broadband access often have median household incomes below \$50,000 a year.

median household income



Areas that lack broadband access are largely home to people of color.





Supervisorial District 1

Total Households: 566,704

Households With No Internet Access: 96,316

Median Household Income: \$55,446.00

Digital Divide Areas - Supervisorial District 1

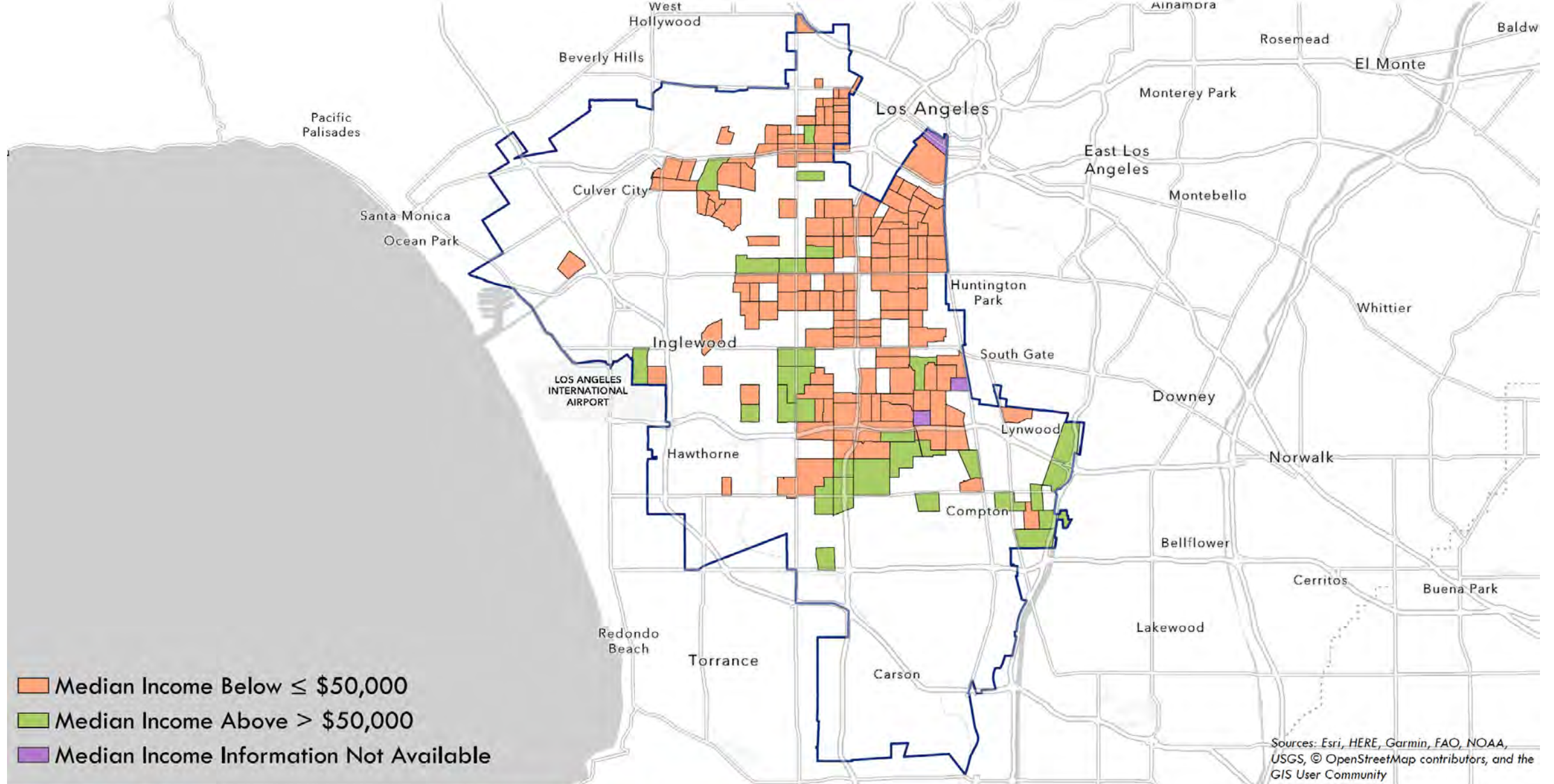
Total Households: 180,042

Households With No Internet Access: 50,441

Median Household Income: \$41,912.00

Households in Census Tracts With Median Income Below \$50K: 137,876

Households in Census Tracts With Median Income Above \$50K: 42,166



Supervisorial District 2

Total Households: 646,552

Households With No Internet Access: 78,625

Median Household Income: \$50,455.00

Digital Divide Areas - Supervisorial District 2

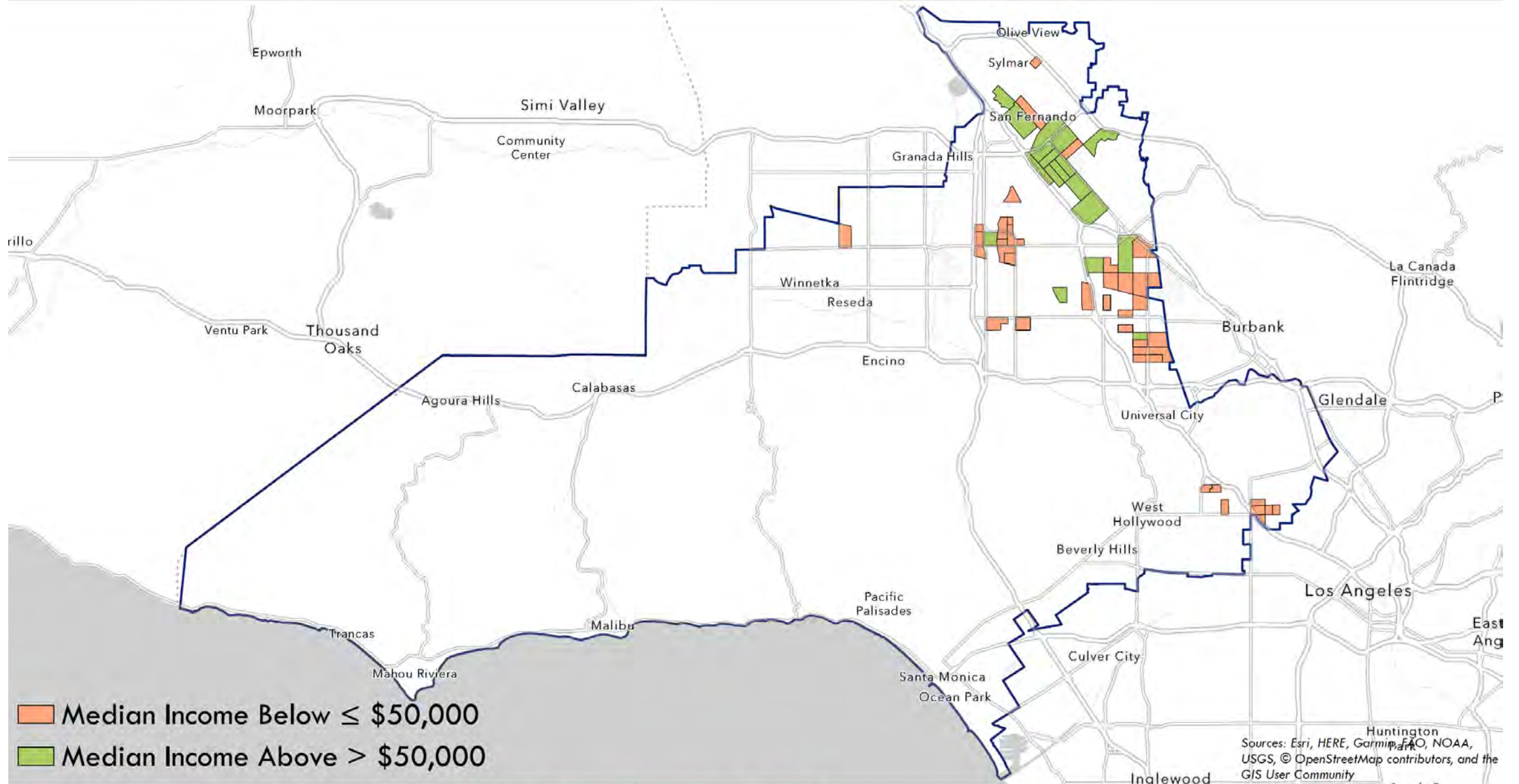
Total Households: 213,605

Households With No Internet Access: 48,406

Median Household Income: \$40,062.00

Households in Census Tracts With Median Income Below \$50K: 176,765

Households in Census Tracts With Median Income Above \$50K: 36,840



Supervisorial District 3

Total Households: 753,229

Households With No Internet Access: 54,922

Median Household Income: \$47,527.50

Digital Divide Areas - Supervisorial District 3

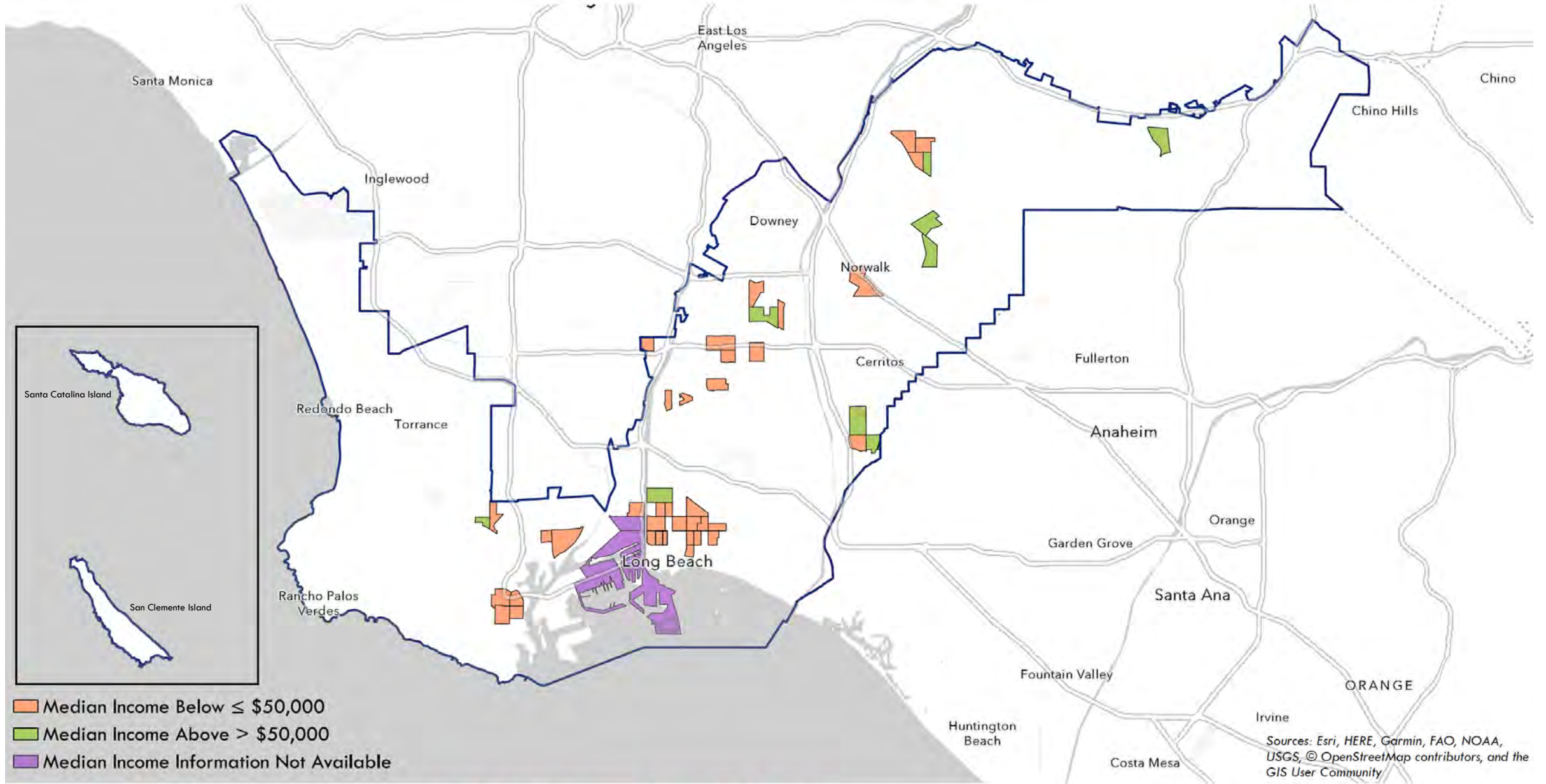
Total Households: 66,157

Households With No Internet Access: 36,144

Median Household Income: \$41,811.00

Households in Census Tracts With Median Income Below \$50K: 48,738

Households in Census Tracts With Median Income Above \$50K: 17,419



Supervisorial District 4

Total Households: 651,443

Households With No Internet Access: 54,931

Median Household Income: \$51,968.00

Digital Divide Areas - Supervisorial District 4

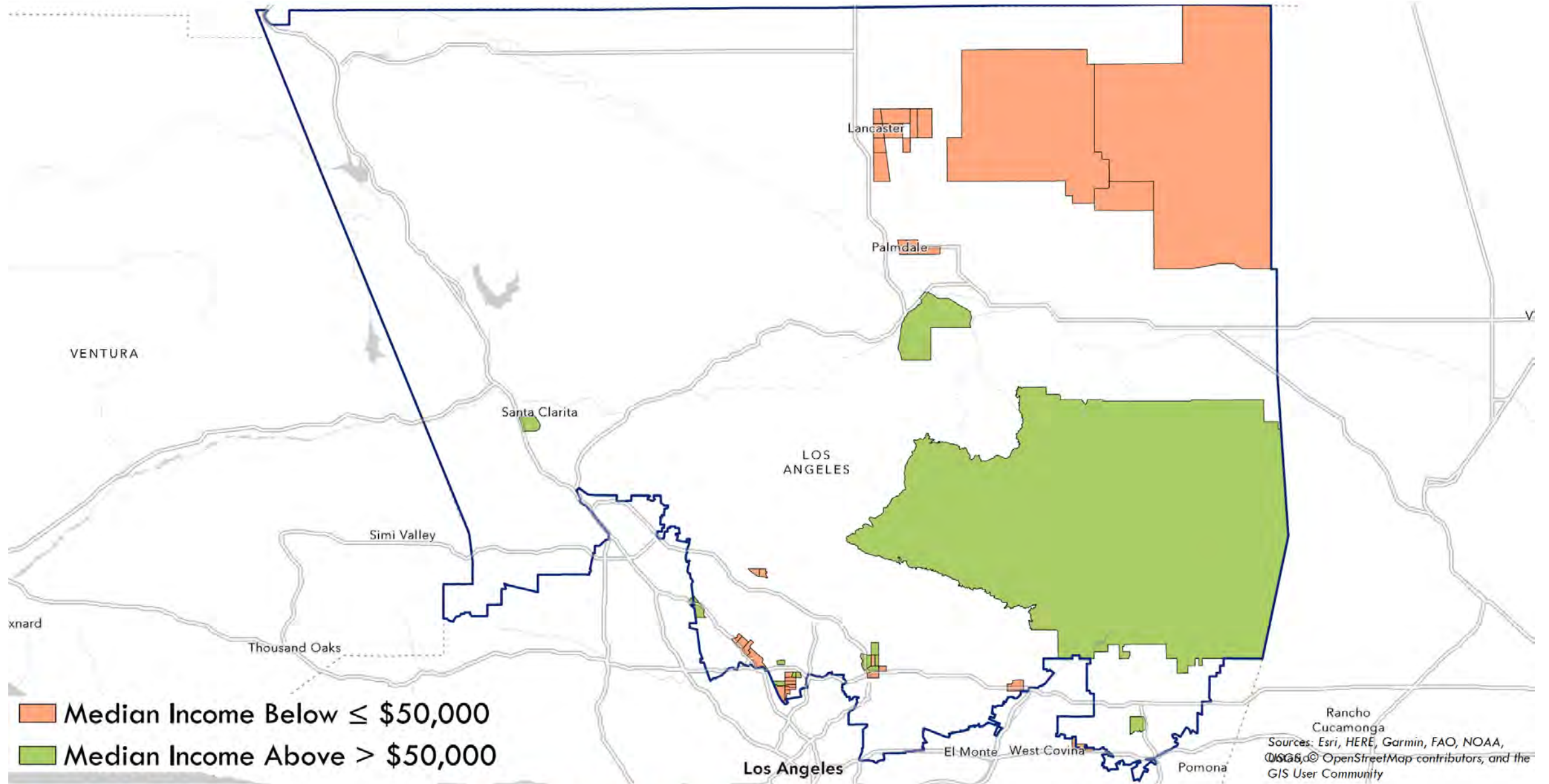
Total Households: 60,035

Households With No Internet Access: 14,687




Median Household Income: \$43,937.00

Households in Census Tracts With Median Income Below \$50K: 47,839

Households in Census Tracts With Median Income Above \$50K: 12,180



How much broadband speed do residents need?

	LIGHT 	MEDIUM 	HEAVY 
1 device	8 Mbps	8 Mbps	25 Mbps
2 devices	8 Mbps	25 Mbps	25 Mbps
3 devices	25 Mbps	25 Mbps	50+ Mbps
4 devices	25 Mbps	50+ Mbps	50+ Mbps

* Download speeds only.

Source: FCC

ISD considered three alternatives for advancing digital equity using existing County infrastructure:

	OPTION A Contracts with ISPs & Carriers	OPTION B Community Wireless Network	OPTION C Fiber-to-the-Home Network
MODEL	Private	Public-Private Partnership	Public OR Public-Private Partnership
SPEED	at least 3/1 Mbps	at least 25/3 Mbps	1000/1000 Mbps
TIME TO FIRST HOUSEHOLD	Shortly after contract	Weeks	Requires study
SCALE	Can deploy to meet residential demand	Pilot with 12,500 households in two years, with potential to expand	Must deploy at sufficient scale to recoup high capital costs
MONTHLY OPERATING COST PER HOUSEHOLD	\$10 to \$75 may require commitments of households/years	\$8 to \$18	< \$8*

*An accurate estimate of the cost of a municipal fiber deployment requires a full study of the assets and stakeholders in LA County; while this option would require a considerable initial capital investment, it will likely have lower operating costs than a wireless network at scale.

ISD received seven responses to its request for information from ISPs and carriers.

Submission	Speed (DL/UP) Mbps	Monthly Cost Per Household	Minimum Required Households	Minimum Required Years
A	200/10	\$25.00	50,000	3
B	25/2 to 50/50	\$19.99	N/A	N/A
C	500/500	\$49.99	N/A	N/A
D	1000/1000	\$74.99	N/A	N/A
E	3/1 to 140/23	\$50 - 150	N/A	N/A
F	28/4 to 29/10	\$18.10	N/A	2
G	5/2 to 680/40	\$10.00	10,000	N/A

*Please note that the above is informational only and any final contractual agreements will require further negotiations and compliance with County rules and regulations.

ISD considered three alternatives for advancing digital equity using existing County infrastructure:

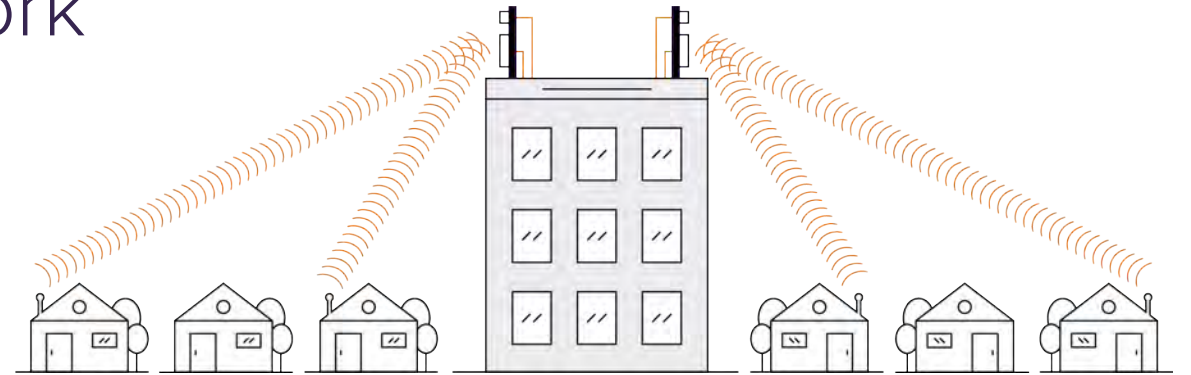
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Option B

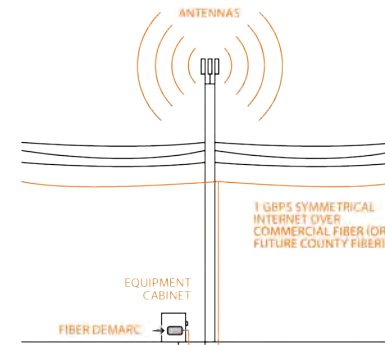
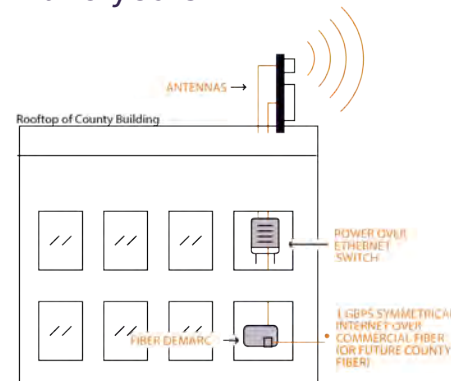
Community Wireless Network

- Leverages County-controlled infrastructure for quick deployment—**weeks to first connectivity**
- Guarantees FCC-approved broadband speeds
- Establishes blueprint for adaptive, scalable use
- Utilizes equipment already available in the market
- Pilot plan to connect 12,500 households in two years

1. Network Configuration



2. Distribution Site Configuration Building Rooftops and Utility Poles



3. Residence Configuration



Community Wireless Networks have been deployed successfully by local governments in the US



Connected Beyond The Classroom

City of San Antonio, TX with several public and private partners

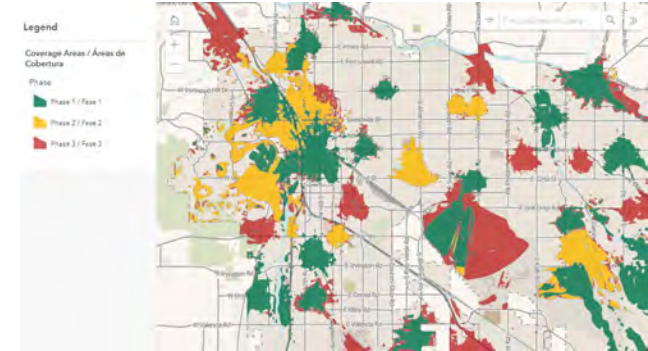
Leverages 1,000 miles of fiber on street poles to provide wireless connectivity to up to **20,000** student households



NeuBeam

Garrett County, MD, the Appalachian Regional Commission, and Declaration Networks

Leverages fiber and wireless to deliver high-speed internet to cover **3,000** homes and businesses



Tucson Community Wireless

The City of Tucson, AZ with JMA and Insight Enterprises

Wireless connections to over **1,000** student households

ISD considered three alternatives for advancing digital equity using existing County infrastructure:

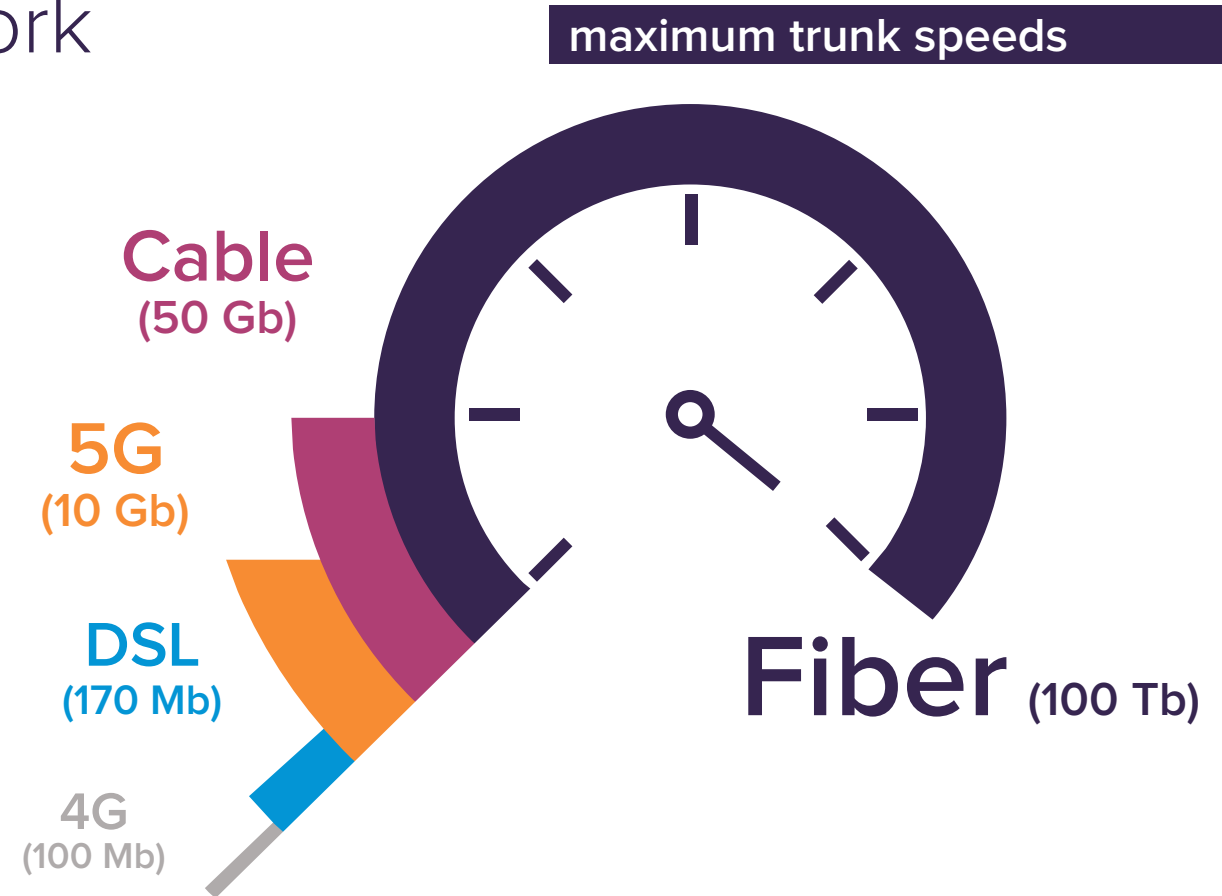
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Option C

Fiber-to-the-Home Network

- Future-resilient internet to County buildings and any household connected to fiber
- Capable of supporting Community Wireless Networks and reducing operating costs
- Faster future speeds with initial capital expenditure
- Necessary for widespread 5G deployment
- Lower operating costs at scale compared to alternatives



Source: Electronic Frontier Foundation

ISD considered three alternatives for advancing digital equity using existing County infrastructure:

	OPTION A	OPTION B	OPTION C
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Potential Funding Sources

Federal

AMERICAN RESCUE PLAN

Capital Projects Fund	\$550 million
State and Local Fiscal Recovery Funds	\$65.1 billion

INFRASTRUCTURE INVESTMENT AND JOBS ACT*

Broadband Equity, Access and Deployment Program	\$100 million minimum for CA
Digital Equity Act	\$2.75 billion

State

CALIFORNIA AB/SB-156

Public Middle-Mile Networks	\$3.25 billion
Last-Mile Networks	\$2 billion

Local

COUNTY

Capital & Operating Budget

PARTNERSHIPS

Cities
School Districts
Utilities
Private Real Estate
Philanthropy
Local CBOs

* Pending passage

Questions?

