



County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT
Chief Executive Officer

DATE: Wednesday, October 27, 2021
TIME: 10:00 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW.
TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#
[Click here to join the meeting](#)

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

- 1. CALL TO ORDER**
- 2. GENERAL PUBLIC COMMENT (15 Minutes)**
- 3. INFORMATIONAL ITEM(S):** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - A. NONE**
- 4. PRESENTATION/DISCUSSION ITEM(S):**
 - A. Board Letter:**
APPROVAL OF A SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR AN AUTOMATED CIVIL ENFORCEMENT SYSTEM
Speaker(s): Jesus Carrasco and Sam Saad (Sheriff's)
 - B. Board Letter:**
CONSTRUCTION CONTRACT, CONSTRUCTION MANAGEMENT CORE SERVICE AREA RANCHO LOS AMIGOS SOUTH CAMPUS DEMOLITION PROJECT, APPROVE CAPITAL PROJECT BUDGET, ADOPT, ADVERTISE, AND AWARD SPECS. 7687; CAPITAL PROJECT NO. 86539
Speaker(s): Felicia Yang (Public Works)
 - C. Board Briefing:**
CIVILIAN OVERSIGHT COMMISSION (COC) MONTHLY BRIEFING
Speaker(s): Brian Williams (COC)
- 5. PUBLIC COMMENTS**

Wednesday, October 27, 2021

CLOSED SESSION

CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

Lyle Spruill v. County of Los Angeles, et al.

United States District Court Case No. 2-20-cv-07909

Department: Sheriff's

CS-2 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

Barry John Montgomery v. County of Los Angeles, et al.

Los Angeles Superior Court Case No. BC692204

Department: Sheriff's

6. ADJOURNMENT

7. UPCOMING ITEM(S):

A. Board Letter:

CONSTRUCTION-RELATED CONTRACT, CONSTRUCTION MANAGEMENT CORE SERVICE AREA CAMPUS KILPATRICK WASTEWATER TREATMENT SYSTEM REPLACEMENT PROJECT, APPROVE PROJECT SCOPE, ESTABLISH CAPITAL PROJECT, APPROVE APPROPRIATION ADJUSTMENT SPECS. 7686; CAPITAL PROJECT NO. 87693 (FISCAL YEAR 2021-22)

Speaker(s): Tom Afschar (Public Works), Daniel Aceves (Probation) and Matthew Diaz (CEO)

B. Board Letter:

MEMORANDUM OF UNDERSTANDING AND COMPREHENSIVE COURT SECURITY PLAN BETWEEN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES AND THE COUNTY OF LOS ANGELES

Speaker(s): Daniel Dyer and Allen Castellano (Sheriff)

C. Board Letter:

AUTHORIZE THE COUNTY OF LOS ANGELES DISTRICT ATTORNEY'S OFFICE TO COMPLETE THE APPLICATION PROCESS AND TO ACCEPT FEDERAL FUNDS FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES THROUGH VICTIMS OF CRIME ACT FOR THE COUNTY VICTIM SERVICES (XC) PROGRAM FOR THE GRANT PERIOD OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2022; DELEGATE AUTHORITY TO ENTER INTO, AND APPROVE OF, SUBRECIPIENT AGREEMENTS WITH COMMUNITY-BASED ORGANIZATIONS FOR THE PROVISION OF VICTIM SERVICES WITHIN THE COUNTY; APPROVE OF THE UTILIZATION OF XC GRANT FUNDS TO CONTINUE MAINTENANCE OF A UNIFIED SYSTEM FOR THE COLLECTION AND DISTRIBUTION OF COURT-ORDERED VICTIM RESTITUTION; AND APPROVE AN APPROPRIATION ADJUSTMENT FOR FY 2021-22.

Speaker(s): Tiffiny Blacknell and Michael Au-Yeung (DA)

D. Board Briefing:

PROBATION OVERSIGHT COMMISSION (POC) MONTHLY BRIEFING

Speaker(s): Wendelyn Julien (POC)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

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 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 A). 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
A/CHIEF INFORMATION OFFICER

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

- 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
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Jesus Carrasco, Captain, Civil Management Bureau (CMB)
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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] (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 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

CONTRACT

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

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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

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.

- 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

DRAFT

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

- 2.3.2.2. 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

2.4.4. County will:

2.4.4.2. Load that data into the data warehouse;

2.4.4.4. Provide Contractor with specific criteria for identifying data to be migrated into ACES for each of the following Tasks:

2.4.5. Contractor shall:

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

2.4.5.4. Verify that the ACES database is fully ready for the various activities that use converted data.

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:

2.8. 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.

Attachment A.1

Intentionally Omitted

DRAFT

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.

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: _____

DRAFT

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

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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.)

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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

DRAFT

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, 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 CERTIFICATION

Tyler 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 MagounName: Steve MagounTitle: V.P., SoftCodeAddress: 62 Forest StMarlborough, MA 01752Telephone: 774-348-3001

Facsimile: _____

E-Mail Address: steve.magoun@tylertech.com**CONTRACTOR'S PROJECT MANAGER**Name: Kyle Nelson, PMPTitle: Senior Project Manager, SoftCodeAddress: 3503 Heroic DrRancho Palos Verdes, CA 90275Telephone: 310-804-6577

Facsimile: _____

E-Mail Address: kyle.nelson@tylertech.com**Notices to Contractor shall be sent to the following address:**Name: Abigail DiazTitle: Chief Legal OfficerAddress: 1 Tyler DriveYarmouth, ME 04096Telephone: (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.

Russell Smith
SIGNED BY Russell Smith (May 19, 2021 03:43 MDT)
Its Authorized Agent

DATE May 19, 2021

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?

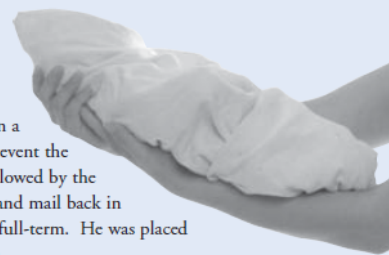
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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 Ángeles. 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.

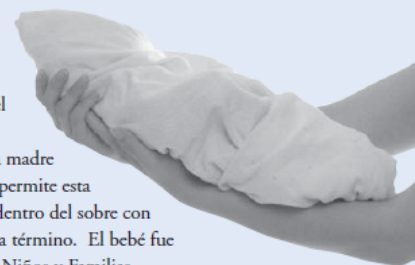


EXHIBIT J – SAFELY SURRENDERED BABY LAW

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.

"License" means a license, which has a term commencing on the Delivery Date of a Product and continuing in perpetuity, subject to the terms of this Agreement.

"Product" means Softcode's CivilServe, CivilMobile, and CivilView software programs, which shall be delivered to Licensee in machine-readable form, including Source Code. The Product means the version of the Product delivered on the Delivery Date and all subsequent Error Corrections, Updates and Enhancements. "Product" does not include any hardware included, bundled or sold in conjunction with any software program product.

"Source Code" means 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.

"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.

2. GRANT

A. SoftCode hereby grants to Licensee, and Licensee accepts from SoftCode, a perpetual, non-assignable, non-exclusive enterprise license to the Product, to use, modify, revise, amend, add, delete or otherwise alter the Product solely for Licensee's own internal business purposes, but without the right to grant sub-licenses. Licensee's use of the Product shall not be restricted as to the number of User Licenses. Products may be installed on any single un-networked workstation or personal computer or network of computers owned and operated by Licensee in North America.

B. Licensee may reproduce, at no additional charge, for disaster recovery purposes, a reasonable number of copies of the Product. Licensee will reproduce all confidentiality and proprietary notices on the Product and maintain an accurate record of the location of each copy of the Product.

C. Licensee agrees that it will not reverse engineer or decompile the Product except to validate Source Code. Licensee shall not sell, lease, license, rent, loan, permit the use of or otherwise transfer, with or without consideration, the Product to any third party. Licensee agrees not to copy the Licensed Product except as expressly permitted above or permit any third party other than identified Licensee to reproduce or copy the Product. Licensee agrees not to permit any third party (other than third parties under contract with Licensee which contains nondisclosure obligations no less restrictive than those set forth herein) to use the Product in any form and shall use all reasonable efforts to ensure that no improper or unauthorized use of the Licensed Product is made. Licensee may not permit third parties to benefit from the use or functionality of the Licensed Product via a timesharing, service bureau or other arrangement, except to the extent such use is expressly specified in the Order. No Error Corrections shall be provided for any portion of the Licensed Product which has been modified by, or for, Licensee without the prior written consent of SoftCode. Nothing contained herein will constitute or be construed as a grant of any express or implied transfer or grant of any other right by SoftCode to the Licensee under any of SoftCode's patents, copyrights or other intellectual property rights. For the avoidance of doubt, SoftCode owns and retains all right, title and interest in and to the Licensed Product, including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein.

D. It is understood that Licensee plans to adapt and extend the Product into a customized system based on the Product. In order to assist with that effort, SoftCode will furnish Licensee with a complete technical reference manual for

the Product, which is a highly structured document that explains in detail the source code logic, including stored procedures, and the data structure, including all tables and fields in the database, their relationships, usage, and the datatype and constraints for each field. Such documentation will be electronically delivered as a text-searchable, printable electronic document such as a PDF file. SoftCode will also furnish Licensee with an entity-relationship diagram for the Product's database. Licensee agrees to treat this material as confidential information subject to the nondisclosure provisions of this license agreement. Any and all adaptations, modifications, enhancements, changes and customizations of the Product performed by Licensee or Licensee's contractor, and all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein, are the property of Licensee and except as otherwise agreed to in writing by the parties, provided, however, (i) such customized system, including, but not limited to the Product and any and all adaptations, modifications, enhancements, changes and customizations of the Product performed by Licensee or Licensee's contractor may only be used on any single un-networked workstation or personal computer or network of computers owned and operated by Licensee in North America, (ii) Licensee shall not sell, lease, license, rent, loan, permit the use of or otherwise transfer, with or without consideration, the customized system, or any components thereof to any third party and (iii) SoftCode shall have the right to incorporate and adapt those modules or innovations into its Product, and to sell, lease, license, rent, loan, permit the use of and/or otherwise transfer the Product with the integrated modules and innovations, without paying a royalty or other additional consideration to Licensee.

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.

Service charges in the amount of the lesser of the maximum rate permitted by law or one and one-half percent (1-1/2%) per month, may accrue on all accounts past due by more than forty-five (45) days. Licensee agrees that SoftCode is not responsible for any sales, personal property, use, VAT, excise, withholding or any other taxes that may be imposed, based on the license, use or possession of any Product licensed hereunder, excluding taxes based upon net income payable by SoftCode.

4. (THIS SECTION HAS BEEN INTENTIONALLY DELETED)

5. LIABILITY/WARRANTY

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.

D. THE FOREGOING CONDITIONS AND WARRANTIES ARE IN LIEU OF ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, BY SOFTCODE OR ANY OTHER PARTY INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE. SOFTCODE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, IN CONNECTION WITH OR ARISING FROM THE FURNISHING, PERFORMANCE, OR USE OF THE PRODUCT(S) OR SERVICES PROVIDED HEREIN, REGARDLESS OF ANY LAW AND/OR REGULATION WHICH STATES OTHERWISE. SOFTCODE SHALL HAVE NO LIABILITY OR OBLIGATION FOR ANY DAMAGES THAT ARISES FROM THE USE OF THE PRODUCT AS PART OR IN COMBINATION WITH ANY DEVICES, PARTS OR SOFTWARE NOT APPROVED BY SOFTCODE FOR USE IN COMBINATION WITH THE PRODUCT. THE ABOVE EXCLUSIONS APPLY TO THE EXTENT THAT THE DAMAGES WOULD HAVE BEEN AVOIDED BUT FOR SUCH USE OR COMBINATION.

6. EXPORT LAW COMPLIANCE

Licensee has been advised that Products are subject to the U.S. Export Administration Regulations. Licensee shall not export, import or transfer Products contrary to U.S. or other applicable laws, whether directly or indirectly, and will not cause, approve or otherwise facilitate others such as agents or any third parties in doing so. Licensee represents and agrees that neither the United States Bureau of Export Administration nor any other federal agency has suspended, revoked or denied Licensee's export privileges. Licensee agrees not to use or transfer the Products for end use relating to any nuclear, chemical or biological weapons, or missile technology unless authorized by the U.S. Government by regulation or specific license. The parties agree to cooperate with each other with respect to any application for any required licenses and approvals, however, Licensee acknowledges it is Licensee's ultimate responsibility to comply with any and all export and import laws and that SoftCode has no further responsibility after the initial sale to the Licensee within the original country of sale.

7. NONDISCLOSURE

A. Licensee agrees to receive and hold in confidence and not disclose in any manner to third parties (other than third parties under contract with Licensee which contains nondisclosure obligations no less restrictive than those set forth herein) all proprietary and confidential documents, disclosures and written or oral statements disclosed to it by SoftCode which SoftCode has protected as a trade secret in accordance with the Uniform Trade Secrets Act (collectively the "Confidential Information") shall be deemed confidential by SoftCode under any License unless clearly marked otherwise or is non-confidential pursuant to Section 7B. Licensee shall use any Confidential Information only internally within its own company in the pursuit of its own internal business interests. Licensee shall not sell, lease, license or otherwise transfer, with or without consideration, any Confidential Information to any third party or permit any third party (other than third parties as set forth above) to reproduce or copy or otherwise use or see any Confidential Information in any form and shall use all reasonable efforts to ensure that no improper or unauthorized use of any Confidential Information is made. In addition, Licensee agrees that it will not reverse engineer or de-compile any Product except to validate Source Code.

B. Licensee shall provide reasonable assistance to SoftCode in the prosecution of any third parties who violate any of SoftCode's rights under this Agreement or rights provided by law with respect to any Product licensed hereunder to Licensee. SoftCode shall bear any associated cost and expense provided that such violation is not the result of a breach by Licensee of its obligations hereunder. Licensee shall not have any obligation to hold any information in confidence if the information was (1) rightfully disclosed to Licensee without any obligation to keep such information confidential prior to execution of this Agreement, (2) in the public domain through no fault of Licensee, (3) is developed by Licensee independently of any proprietary information contained in the Confidential Information, or (4) required to be disclosed pursuant to court order or applicable law, including, but not limited to, the California Public Records Act.

8. LICENSEE REFERENCE

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.

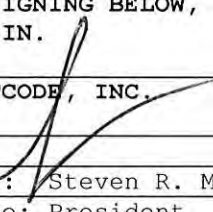
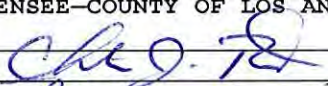
SOFTCODE, INC.	LICENSEE—COUNTY OF LOS ANGELES
By: 	By: 
Name: Steven R. Magoun	Name: CHRISTOPHER J. REED
Title: President	Title: CAPTAIN
Date: 4/11/13	Date: 4-11-13

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 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.	\$2,050	\$950	<input checked="" type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add and Manage Auxiliary Account	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 #	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 Depositor and/or Beneficiary 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
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
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:	ipmcontracts@ironmountain.com

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: County of Los Angeles, a political

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>

DRAFT

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."

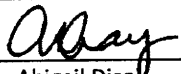
- d. Pages 12 through 14 of the Agreement are hereby deleted in their entirety and replaced with the Exhibit D and Exhibit E attached to this Amendment.

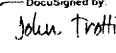
2. **Effect of Amendment.** Except as amended or modified by this Amendment, the Agreement is hereby ratified by Depositor and Iron Mountain and shall remain in full force and effect in accordance with its terms and conditions as to Depositor and Iron Mountain and any Beneficiary joining the Agreement 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)

DRAFT



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:	
		NAIC # 19682 29424	

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 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"/> OTHER 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 (2014/01)

EXHIBIT M
APPLICATION SECURITY REQUIREMENTS
FOR
AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

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DRAFT

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

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 	

SOLE SOURCE CHECKLIST

Department Name: _____

☐ New Sole Source Contract

☐ Existing Sole Source Contract Date Sole Source Contract Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ 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>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ 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.
	➤ 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.
	➤ 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.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ 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

Date

SOLE SOURCE REQUEST

DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION FOR A CONTRACT WITH TYLER TECHNOLOGIES, INC. (TYLER). MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS WHEN APPLICABLE:

1. What is being requested?

Implementation services for CivilServe, which is software for which the County purchased a perpetual license in 2013.

2. Why is the product needed? – How will it be used?

CivilServe will replace the Department's legacy (1989) Modified Automated Processing and Accounting System (MAPAS). It will provide case-management and accounting functions for the Sheriff's civil-enforcement functions.

3. Is this brand of product the only one that meets the user's requirements? If yes, what is unique about the product?

YES. The County already owns a perpetual license for this software, has installed it in the Sheriff's data center, has exercised it against test scenarios, and has examined its actual use in other counties. No vendor other than Tyler can provide the implementation services to enable the Sheriff to transition from MAPAS to CivilServe.

4. Have other products/vendors been considered? If yes, which products or vendors have been considered and how did they fail to meet the user's requirements?

YES. The Department engaged in a comprehensive study of the CivilServe product functionality and compared it with the only other viable competitor in use in California. The methodology for the review was approved by the County's Chief Information Office.

5. Will purchase of this product avoid other costs, e.g. data conversion, training, purchase of additional hardware, etc.?

YES. Cost reduction: (a) Hosting services on the Sheriff's VMware servers are much lower than ISD's fee for hosting MAPAS on Hewlett-Packard midrange computers; (b) Operational efficiencies will be gained by CivilServe's greater automation functionality. Cost avoidance: The anticipated cost of upgrading the MAPAS servers, which are no longer supported by Hewlett-Packard, will be avoided.

6. Is the product proprietary or is it available from various dealers? Have you verified this?

According to Tyler, no other firm is authorized to provide implementation services or future maintenance and support for its proprietary CivilServe product.

7. Reasonableness of Price. Does the County obtain a special or pricing not available to the private sector? How does County pricing compare with other governmental entities?

The County already owns the perpetual license for the software and only needs the implementation services. The price for large-scale implementation services for highly complex software is dependent on the specific deliverables defined in the statement of work, which vary from agency to agency. This software is specific to government functions, so private-sector comparisons are not applicable.

8. If this purchase is an upgrade of existing equipment, what is the dollar value of existing equipment and the purchase order number for the existing equipment?

NA.

LOS ANGELES COUNTY PUBLIC WORKS

BOARD LETTER BRIEFING SHEET



BOARD MEETING DATE: 11/16/2021 **CORE SERVICE AREA:** Construction Management

SUBJECT: Rancho Los Amigos South Campus Demolition Project

SUP. DIST: 4 **TESTIMONY/JURISDICTIONAL STATEMENT:** YES ☐ (attached) NO ☒

CONTACT: Anthony Nyivih **PHONE:** (626) 458-4010 **E-MAIL:** anyivih@pw.lacounty.gov

RECOMMENDED ACTION(S)

Public Works is seeking Board approval and authorization to procure and execute a construction contract for the demolition component of the Rancho Los Amigos South Campus (RLASC) Project, which was included as part of the approved project. Also included in the contract will be the mothballing of Casa Consuelo, Power Plant, and Shop and Laundry buildings to protect the buildings from further deterioration.

BACKGROUND

The 74-acre RLASC is located at 7601 East Imperial Highway on County-owned land in the City of Downey. Since the relocation of services to Rancho Los Amigos National Rehabilitation Center in the 1980s, most of the buildings on RLASC have been abandoned and boarded up and have deteriorated due to weather, interior and exterior vandalism, and multiple arson fires. The structures contain hazardous material, such as asbestos and lead paint and would not meet current building codes, including seismic, energy, and Americans with Disabilities Act codes. Additionally, the cost to restore the buildings is estimated to be in excess of \$300,000,000, and there is no compatible County use that can be identified to occupy the buildings.

On June 23, 2020, the Board certified the Final Environmental Impact Report for the RLASC Project, adopted the Mitigation Monitoring and Reporting Program prepared for the project, adopted the Environmental Findings of Fact and Statement of Overriding Considerations, and approved what the Final Environmental Impact Report described as "Alternative 4, Scenario 2" as the RLASC Project. The project includes the demolition component.

FINANCIAL IMPACT

The total cost of the proposed project is estimated to be \$28,600,000, which includes the plans and specifications, jurisdictional approval, construction, change orders, consultant services, miscellaneous expenditures, and County services.

Sufficient funds are available in the Fiscal Year 2021-22 Capital Projects/Refurbishment Budget, Capital Project No. 86539, funded by net County cost.

COMMUNITY OUTREACH PERFORMED AND ANTICIPATED COMMUNITY RESPONSE

Public Works held one public scoping meeting for the Environmental Impact Report Notice of Preparation, met with the Los Angeles Conservancy several times, and participated in several meetings with the Cities of Downey and South Gate.



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE

November 16, 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:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
RANCHO LOS AMIGOS SOUTH CAMPUS DEMOLITION PROJECT
APPROVE CAPITAL PROJECT BUDGET
ADOPT, ADVERTISE, AND AWARD
SPECS. 7687; CAPITAL PROJECT NO. 86539
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval and authorization to procure and execute a construction contract for demolition of buildings and structures at the Rancho Los Amigos South Campus, a component of the previously approved Rancho Los Amigos South Campus Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that demolition of buildings and structures at the Rancho Los Amigos South Campus Demolition was previously analyzed in the Final Environmental Impact Report for the Rancho Los Amigos South Campus Project, which the Board certified on June 23, 2020, in compliance with the California Environmental Quality Act, and that there have been no changes to the previously approved Rancho Los Amigos South Campus Project or the circumstances under which it will be undertaken that will result in any new significant effects not discussed in the Final Environmental Impact

Report or any significant environmental effects that would be more severe than shown in the Final Environmental Impact Report.

2. Approve the project budget of \$28,600,000 for the Rancho Los Amigos South Campus Demolition, Capital Project No. 86539.
3. Adopt the plans and specifications that are on file with Public Works for the Rancho Los Amigos South Campus Demolition, Capital Project No. 86539.
4. Instruct the Executive Officer of the Board to advertise the Rancho Los Amigos South Campus Demolition for bids to be received and opened on December 16, 2021, in accordance with the Instruction Sheet for Publishing Legal Advertisement.
5. Authorize the Director of Public Works or his designee to execute a consultant services agreement with the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule for a \$5,000 not-to-exceed amount funded by the Rancho Los Amigos South Campus Demolition.
6. Delegate authority to the Director of Public Works or his designee to make the determination that a bid is nonresponsive and to reject a bid on that basis; to award the next lowest responsive and responsible bidder; to waive inconsequential and nonmaterial deficiencies in bids submitted; and to determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder has timely prepared a satisfactory baseline construction schedule and satisfied all conditions for contract award. Upon such determination, authorize the Director of Public Works or his designee to award and execute the construction contract, in the form previously approved by County Counsel, to the apparent lowest responsive and responsible bidder if the low bid can be awarded within the approved total budget; to establish the effective date of the contract upon receipt by Public Works of acceptable performance and payments bonds and evidence of required contractor insurance; and to take all other actions necessary and appropriate to deliver the Rancho Los Amigos South Campus Demolition.
7. Award and authorize the Director of Public Works or his designee to execute Supplemental Agreement 1 for a \$950,000 not-to-exceed amount to M. Arthur Gensler Jr. and Associates, Inc., Agreement PW 15047, to provide additional architectural/engineering services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the Rancho Los Amigos South Campus (RLASC) Demolition was previously analyzed in the Final Environmental Impact Report (FEIR) for the approved RLASC Project, which the Board certified on June 23, 2020, and that there have been no changes to the RLASC Project or to the circumstances under

which it will be undertaken that would result in any new significant effects not discussed in the FEIR or any significant environmental effects that would be more severe than shown in the FEIR; approve the RLASC Demolition budget; adopt the plans and specifications; allow advertising for construction bids; and authorize Public Works to award and execute a construction contract for the RLASC Demolition.

Background

The 74-acre RLASC is located at 7601 East Imperial Highway on County-owned land in the City of Downey. Since the relocation of medical-related services to Rancho Los Amigos National Rehabilitation Center in the 1980s, most of the buildings on RLASC have been abandoned and boarded up and have deteriorated due to weather, interior and exterior vandalism, and multiple arson fires. The structures contain hazardous materials, such as asbestos and lead paint and would not meet current building codes including seismic, energy, and Americans with Disabilities Act codes. Additionally, the cost to restore the buildings is estimated to be in excess of \$300,000,000, and there is no compatible County use that can be identified to occupy the buildings.

Since June 2017, ongoing safety and security measures have been implemented including 24 hours, 7 days a week patrol of the campus as a result of several arson fires that occurred on the campus. While security of the campus has improved, incidents of criminal activity, such as arson, robberies, theft, and vandalism continue to occur as these measures alone cannot totally prevent trespassing and crime on the campus.

The significant ongoing costs associated with securing the campus, including fencing repairs, securing/boarding up of abandoned buildings, brush clearance, debris removal to remove fire hazards, and fire and police protection services, have increased steadily to approximately \$1,500,000 annually. Additionally, the abandoned buildings are structurally unstable and contain hazardous materials, such as asbestos, mold, and lead paint, thereby creating an unsafe condition for security personnel, as well as potential trespassers.

RLASC Project

On June 23, 2020, the Board certified the FEIR for the RLASC Project, adopted the Mitigation Monitoring and Reporting Program (MMRP) prepared for the project, adopted the Environmental Findings of Fact and Statement of Overriding Considerations, and approved what the FEIR described as “Alternative 4, Scenario 2” as the RLASC Project.

The RLASC Project includes development of up to approximately 650,000 square feet of floor area of new buildings to serve as headquarters for the County’s Internal Services Department, Probation Department, County offices, as well as two parking structures and necessary infrastructure improvements, and adaptive reuse and/or retention of certain existing buildings and structures that are eligible for listing in the National Register of

Historic Places. Specifically, the historic Casa Consuelo (LACO No. 1238) and Power Plant (LACO No. 1300) will be adaptively reused to contain project-related uses; the historic Water Tower (LACO No. 1301) will be restored to serve as an important focal point for the site; the historic Shop and Laundry (LACO No. 1302) will be mothballed for future County use; the historic Administration Building (LACO No. 1100), currently occupied by the Sheriff's Department, will be retained with no alterations to the building or changes in its use; and the historic Moreton Bay Fig Tree will be retained.

In addition, the RLASC Project also includes demolition of 103 buildings on the RLASC. While this demolition would result in the loss of the RLASC Historic District's eligibility as an historic resource, the Board previously determined it is necessary to achieve the County's objectives, which include eliminating public safety concerns associated with the existing abandoned campus setting, including vandalism, arson, theft, structural instability, and habitation by individuals and urban wildlife; developing state-of-the-art County facilities that demonstrate the County's commitment to sustainability through achievement of a Leadership in Energy and Environmental Design Gold rating, or better; providing an attractive, uncluttered visible gateway to the South Campus from Imperial Highway and establishing a common character and tone for the South Campus; and enabling the RLASC to complement and readily adapt to potential future projects in immediate proximity.

On June 22, 2021, the Board approved Phase 1 of the County Office Building that authorized Public Works to execute a Design-Build contract with Sundt Construction, Inc., for program validation and schematic design. Following completion of Phase 1, Public Works will return to the Board to seek authorization to proceed with the Phase 2 design-build services to complete design and construction.

Current Action for Demolition

The current action is for authorization to procure and execute a construction contract for the demolition component of the RLASC Project, which was included as part of the approved project. Also included in the contract will be the mothballing of Casa Consuelo, Power Plant, and Shop and Laundry buildings to protect the buildings from further deterioration until Phase 2 proceeds. The demolition is anticipated to be completed by the 4th Quarter of 2022.

Proposed Consultant Services Supplemental Agreement

On August 9, 2016, the Board awarded an agreement with Gensler to provide architectural/engineering scoping documents and related services for the RLASC Project in the not-to-exceed amount of \$4,000,000. Since that time, Gensler completed the scoping documents, demolition and mothballing drawings, and provided peer review during the design-build solicitation process.

Supplemental Agreement 1 will task Gensler with construction administration of the demolition component, and design-build peer review during Phase 2 of the County Office Building to validate that the design is in conformance with the scoping documents. To cover the cost of these tasks, Public Works recommends increasing Gensler's contract by an additional \$950,000, which includes \$214,000 for the demolition component; \$654,000 for the peer review; and \$82,000 for additional service.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County, Objective II.1.2, Support Small Businesses and Social Enterprises; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The RLASC Demolition supports these goals by removing some County facilities that have exceeded their useful lives and can no longer be supported or maintained. The RLASC Demolition, and the RLASC project of which it is a part of, would provide contracting opportunities that will support small businesses and social enterprises and that could potentially employ local and targeted workers.

FISCAL IMPACT/FINANCING

The total cost of the proposed project is estimated to be \$28,600,000 (Enclosure A), which includes the plans and specifications, jurisdictional approval, construction, change orders, consultant services, miscellaneous expenditures, and County services.

Sufficient funds are available in the Fiscal Year 2021-22 Capital Projects/Refurbishment Budget, Capital Project No. 86539, funded by net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed consultant services supplemental agreement has been approved as to form by County Counsel. The recommended contract was solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

For the demolition component of the RLASC Project, a standard construction contract, in a form previously approved by County Counsel, would be used that contains terms and conditions supporting the Board's ordinances and policies including, but not limited to, the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN/GROW), Contract Language to Assist in Placement of Displaced County Workers, and Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015).

The plans and specifications include contractual provisions and material requirements necessary for the project and are on file with Public Works.

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy adopted on September 6, 2016, the project will require that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed demolition component of the RLASC Project is exempt from the Civic Art Allocation because it is not a new building or facility, an expansion, or refurbishment of an existing facility or system.

ENVIRONMENTAL DOCUMENTATION

The County as lead agency under California Environmental Quality Act (CEQA), prepared an Environmental Impact Report (EIR) for the previously approved RLASC Project in compliance with CEQA, which analyzed the potential environmental effects of the project. The EIR was certified on June 23, 2020, at which time the Board adopted the MMRP, approved required Findings of Fact, adopted a Statement of Overriding Considerations, and approved the RLASC Project. The County filed a Notice of Determination on June 29, 2020. The recommended actions related to the demolition of the existing buildings are within the scope of the previously certified EIR for the approved RLASC Project. There have been no changes to the previously approved project or the circumstances under which it will be undertaken that will result in any new significant effects not included in the FEIR or any significant environmental effects that would be more severe than shown in the certified FEIR. No further environmental findings are necessary under CEQA. The previously adopted MMRP, Findings of Fact, and Statement of Overriding Considerations continue to apply. Therefore, pursuant to Public Resources Code Section 21166 and Section 15162 of the State CEQA Guidelines, no further environmental documentation is required.

The previously certified EIR is available and can be viewed at <https://ftp.pw.lacounty.gov:8443/pub/pmd/RanchoLosAmigosSouthCampusEIR>. The location of the documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter is Public Works, 900 South Fremont Avenue, 5th Floor, Alhambra, CA 91803. The custodian of such documents and materials is the Assistant Deputy Director of Project Management Division II, Public Works. Access to the documents and records for inspection may be requested by contacting the following: RLASC_EIRinquiries@pw.lacounty.gov.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Determination in accordance with Section 21152 of the California Public Resources Code

and pay the required fees to the Registrar-Recorder/County Clerk. Payment of the fee to the California Department of Fish and Wildlife pursuant to Section 711.4 of the Fish and Game Code was made at the time of certification of the EIR.

CONTRACTING PROCESS

Advertising for the construction bids for the demolition component of the RLASC Project will be in accordance with the enclosed County's standard Instruction Sheet for Publishing Legal Advertisements (Enclosure B).

As requested by the Board on February 3, 1998, this contract opportunity will be listed on the "Doing Business with Us" and "Do Business with Public Works" websites. Public Works will also inform the local small business enterprises about this business opportunity for those certified by the County of Los Angeles' Department of Consumers and Business Affairs.

Participation by Community Business Enterprises (CBE) in the project is encouraged through Public Works' CBE Outreach Program and by monitoring the good faith efforts of bidders to utilize CBE.

Supplemental Agreement 1 to Gensler's Agreement PW 15047

On August 9, 2016, the Board awarded an agreement with Gensler to provide architectural/engineering scoping documents and related services for the RLASC Project, in the not-to-exceed amount of \$4,000,000. The proposed Supplemental Agreement 1 to Agreement PW 15047 is for a \$950,000 not-to-exceed amount and will increase the overall contract amount to \$4,950,000.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects during the performance of the recommended actions.

CONCLUSION

Please return one adopted copy of this Board letter to the Public Works, Project Management Division II.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:VY:cl

Enclosures

c: Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Department of Public Social Services (GAIN/GROW)

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
RANCHO LOS AMIGOS SOUTH CAMPUS DEMOLITION PROJECT
APPROVE CAPITAL PROJECT BUDGET
ADOPT, ADVERTISE, AND AWARD
SPECS. 7687; CAPITAL PROJECT NO. 86539
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

PROJECT SCHEDULE

Project Activity	Completion Date
Design	3rd QTR 2021
Jurisdictional Approval	3rd QTR 2021
Construction Bid	4th QTR 2021
Construction	
Substantial Completion	4th QTR 2022
Project Acceptance	4th QTR 2022

*Indicates a completed activity.

PROJECT BUDGET

Budget Category	Total
Construction	
Construction	\$21,560,000
Change Orders	\$3,230,000
Civic Arts (Exempt)	\$0
Subtotal	\$24,790,000
Plans and Specifications	\$1,000,000
Consultant Services	\$1,605,000
Miscellaneous Expenditures	\$90,000
Jurisdictional Reviews	\$200,000
County Services	\$915,000
Total	\$28,600,000

**CONSTRUCTION CONTRACT
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(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code Section 20125, you may publish once a week for two weeks in a weekly newspaper or ten times in a daily newspaper. Forward three reprints of this advertisement to Business Relations and Contracts Division, Public Works, 900 South Fremont Avenue, 8th Floor, Alhambra, California 91803-1331.

**OFFICIAL NOTICE OF
INVITING BIDS**

Notice is hereby given that the Director of Public Works will receive sealed bids for materials, labor, and equipment required to complete construction for the following project:

<u>SD</u>	<u>SPECS</u>	<u>PROJECT</u>	<u>DATE OF BID OPENING</u>
4	7687	Rancho Los Amigos South Campus Demolition Project	December 16, 2021

Copies of the project manual and drawings for the project may be downloaded for free from the Public Works website <http://dpw.lacounty.gov/go/constructioncontracts>. For bid information, please call Mr. Michael Blackwood of Business Relations and Contracts Division at (626) 300-2362. Each bid shall be submitted on the proper form electronically through BidExpress, on/or before 11:00 a.m. on the bid opening date. Due to the amount of time it takes to download bids from BidExpress, the bids will be publicly opened, examined, and declared by Public Works at 3:00 p.m. using Microsoft Teams Meeting. The information and link to access the bid opening will be posted on the Public Works website under the project information link. Bidders may participate in the public bid opening by visiting the Los Angeles County Public Works Business Opportunities Website at pw.lacounty.gov/contracts/opportunities.aspx, selecting the project, and clicking on the bid opening link. Once the bid submittal time has closed, the solicitation may be viewed by applying the Status: Closed filter on the Public Works website.

This project requires the general contractor firm to possess a B license classification at the time of bid.

The contractor and all its subcontractors of any tier shall be required to pay prevailing wages to all workers employed in the execution of the work of improvement in accordance with the Labor Code Section 1770 et seq. Copies of prevailing rate of per diem wages

are on file at the Public Works' Business Relations and Contracts Division, which shall be made available to any interested party upon request.

PRE-BID CONFERENCE

Public Works, Project Management Division II, will hold a mandatory prebid conference/site visit on November 30, 2021, at 10:30 a.m., at the project site, 7601 East Imperial Highway, Downey, California 90242, to provide information on the project, bidding process, and project walk and answer any questions that the potential bidders may have. For further directions, please contact Mr. Blackwood at mblackwood@pw.lacounty.gov. The County supports and encourages equal opportunity contracting. The contractor shall make good faith efforts, as defined in Section 2000 of the Public Contract Code, to contract with Community Business Enterprises. The Board of Supervisors reserves the right to reject any or all bids or to waive technical or inconsequential errors and discrepancies in bids submitted in the public's interest.

Americans with Disabilities Act Information



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference **[PMII-2]**.

Información sobre la Ley de Estadounidenses con Discapacidades



Individuos que requieran acomodamiento razonable pueden solicitar materiales escritos en formatos alternativos, acomodamiento físico, intérpretes en lenguaje de señas Americano ú otros acomodamientos razonables comunicándose con nuestro Coordinador Departamental de la Ley de Estadounidenses con Discapacidades al (626) 458-4081, de 7:30 a.m. a 5 p.m., lunes a jueves (excluyendo días festivos). Personas con problemas auditivos pueden comunicarse primero marcando al Servicio de Difusión de California al 7-1-1. Solicitudes pueden hacerse por lo menos una semana antes para asegurar disponibilidad. Cuándo se haga una petición razonable para acomodo, por favor mencione **[PMII-2]**.

By order of the Board of Supervisors of the County of Los Angeles, State of California, dated November 16, 2021.

Specs. 7687

CELIA ZAVALA, EXECUTIVE OFFICER OF
THE BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES