



Board of Supervisors Operations Cluster Agenda Review Meeting

DATE: November 19, 2025

TIME: 2:00 p.m. – 4:00 p.m.

MEETING CHAIR: Michelle Vega, 5th Supervisorial District

CEO MEETING FACILITATOR: Dardy Chen

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

**THIS MEETING WILL BE
CONDUCTED 100% VIRTUALLY**

To participate in this meeting virtually, please call teleconference number 1 (323) 776-6996 and enter the following 522268816# or [Click here to join the meeting](#)

Teams Meeting ID: 237 250 878 670

Passcode: UoBQAE

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to ClusterAccommodationRequest@bos.lacounty.gov.

Members of the Public may address the Operations Cluster on any agenda item during General Public Comment.
The meeting chair will determine the amount of time allowed for each item.
THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

1. CALL TO ORDER

2. GENERAL PUBLIC COMMENT

3. BOARD MOTION ITEM(S):

None.

4. DISCUSSION ITEM(S):

A) Board Letter:

APPROVAL OF A SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR THE ELECTRONIC PERMITTING AND INSPECTIONS COUNTY OF LOS ANGELES (EPIC-LA) SYSTEM AND RELATED SERVICES

DRP/CIO - Dennis Slavin, Chief Deputy Director

5. PRESENTATION ITEM(S):

None.

6. ADJOURNMENT

UPCOMING ITEMS FOR NOVEMBER 26, 2025:

None.

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

OPS_CLUSTER_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	11/19/2025	
BOARD MEETING DATE	12/9/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Regional Planning	
SUBJECT	APPROVAL OF SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR THE ELECTRONIC PERMITTING AND INSPECTIONS COUNTY OF LOS ANGELES (EPIC0LA) SYSTEM AND RELATED SERVICES	
PROGRAM	EPIC-LA	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: On December 17, 2024, the departments notified the Board to intent to negotiate a new contract with the Contractor, including Software-as-a-Service migration.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	The current agreement with Tyler Technologies expires on June 23, 2026.	
COST & FUNDING	Total cost: \$18,782,422	Funding source: The costs of EPIC-LA for Regional Planning, Economic Opportunity and Parks and Recreation are being funded by Net County Cost. Public Works, Treasurer-Tax Collector and the Fire District costs are being fully funded with building permit revenue, business licenses fees, and fire prevention fees.
	TERMS (if applicable): Three years, plus two optional one-year extensions	
	Explanation:	
PURPOSE OF REQUEST	Recommending the proposed contract with Tyler Technologies on a sole source basis for a secure, cloud-hosted, Software-as-a-Service system to enhance and migrate the existing EPIC-LA system.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the proposed contract for EPIC-LA will enhance our customer's experience by providing a more streamlined and transparent land entitlement application process through SaaS enhancements.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: DENNIS SLAVIN , Chief Deputy Director, Regional Planning, dslavin@planning.gov (213) 974-6405	

December 9, 2025

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 THE ELECTRONIC PERMITTING AND INSPECTIONS
COUNTY OF LOS ANGELES (EPIC-LA) SYSTEM AND RELATED SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

CIO RECOMMENDATION: APPROVE [X]

SUBJECT

Joint recommendation by the Department of Regional Planning (DRP), Department of Public Works (DPW), the Consolidated Fire Protection District of Los Angeles County (Fire District), Department of Parks and Recreation (DPR), Department of Economic Opportunity (DEO), and Treasurer-Tax Collector (TTC), that the Board of Supervisors (Board) approve a sole source contract with Tyler Technologies, Inc. (Contractor), for the provision of the EPIC-LA System, including migration to Software as a Service (SaaS), enhancements, and related services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board to execute a sole source contract (Exhibit I), with Tyler Technologies, Inc. (Tyler Technologies), for the provision of the EPIC-LA system and related services, effective upon Board approval, for an initial contract term of three (3) years, with an option for the County to extend for up to two (2) one-year extension terms, with a maximum contract sum not to exceed \$18,782,422 in total, which includes the initial term and optional extension terms. This amount includes costs for SaaS migration, enhancements, maintenance, support, and a 10% Contingency of \$1,707,394 for optional work.
2. Delegate authority to the Director of Regional Planning (Director) or her designee to execute

amendments to the contract that extend the initial contract term for up to two (2) one-year extension terms, subject to review and approval as to form by County Counsel, and as applicable, review by the Chief Information Officer (CIO), and notification to the Board.

3. Delegate authority to the Director or her designee to approve and execute: (a) change notices or amendments to the contract for changes that are clerical or administrative in nature and/or do not materially affect any term or condition of the contract; and (b) change orders or amendments to the contract using pool dollars included as part of the maximum contract sum to acquire optional work, provided that the amounts payable under such change orders or amendments do not exceed the available amounts of pool dollars.
4. Delegate authority to the Director or her designee to: (a) issue written notice(s) of partial or total termination the contract if, in the opinion of the Director, it is in the best interest of the Los Angeles County (County) without further action from the Board; and(b) execute amendments to the contract to (i) add, delete, and/or change certain terms and conditions as mandated by federal, or state, or local law or regulation, or as required by the Board and/or Chief Executive Officer (CEO); (ii) internally reallocate funds between budget pools within the contract; (iii) approve assignment and delegation of the contract, resulting from acquisitions, mergers, or other changes in ownership; (iv) make changes to the statement of work as operationally necessary; and (v) make changes to the contract in connection with the transfer of some or all of the involved departments' functions to another County department, with all actions subject to prior review and approval as to form by County Counsel, and as applicable, review by the CIO.
5. Delegate authority to the CEO to reassign authorities delegated by the Board to the Director through this Board Letter to another County official in connection with the transfer of some or all of the involved departments' functions to another County department.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The departments are recommending the proposed contract with Tyler Technologies on a sole source basis for a secure, cloud-hosted, Software-as-a-Service (SaaS) system to enhance and migrate the existing EPIC-LA system. This new contract will include critical enhancements, notably the migration from the on-premise solution to SaaS, to support the land entitlement, permitting, inspections, and code enforcement services provide by the involved departments. Migrating to SaaS is expected to improve efficiency, and enhance customer experience over the long term.

EPIC-LA is a critical component of the County's land management strategy, supporting rebuild efforts post-wildfires and administering applications for land entitlements under various State and local regulations. The existing contract, as extended by Amendment No. 8 expires on June 23, 2026. On December 17, 2024, the departments notified the Board of intent to negotiate a new contract with the Contractor, including SaaS migration. Negotiations have now been completed, resulting in this proposed sole source contract to ensure continuity, take advantage of reduced pricing offered until December 31, 2025, and leverage the proprietary nature of Tyler's platform.

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan Goal III – Realize Tomorrow's Government Today, Strategy III.2.1 to Enhance Information Technology Platforms to Securely Share and Exchange Data; Strategy III.2.3 to Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency; North Star 2 – Foster vibrant and resilient communities, Focus Area Goal – C. Public Safety, strategy ii Operational enhancement; and North Star 3 – Realize tomorrow's government today, Focus Area Goal – F. Flexible and Efficient Infrastructure, Strategy iii. Technological Advancement/Digital Divide.

FISCAL IMPACT/FINANCING

The recommended contract with Tyler Technologies will provide services under a three-year initial contract term with two optional one-year extension terms. The total County maximum contract sum will not exceed \$ 18,782,422 for the five-year term. The costs of EPIC-LA for DRP, DEO, and DPR are being funded by Net County Cost while DPW, TTC and the Fire District costs are being fully funded with building permit revenue, business license fees, and fire prevention fees respectively.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As required under Board Policy 5.100 (Sole Source Contracts), the departments notified the Board on December 17, 2024, of the intent to enter into the recommended contract with Tyler Technologies on a sole source basis. Due to the Fire Rebuild initiatives, the negotiations for Tyler had to be delayed and DRP notified the Board on June 17, 2025, that the current contract needed to be extended for an additional year. Due to discounted pricing offered from Tyler through December 31, 2025, we completed the negotiations early.

The recommended contract contains the required Board policy provisions, including those pertaining to consideration of qualified County employees targeted for layoff as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Duty Ordinance, Safely Surrender Baby Law, Child Support Program, and Zero Tolerance Human Trafficking. The contract also includes provisions for assignment and delegation, compliance with applicable law, force majeure, indemnification, Public Record Act compliance, and termination for default.

Given that this is an information technology contract involving SaaS hosting, appropriate provisions are included for confidentiality, security incidents, and rights to use the system. The contract includes performance incentives such as retention amounts, withhold payments for deficiencies, and service credits.

County Counsel has approved the proposed contract as to form. In compliance with Board Policy 6.020, the CIO has reviewed and concurs with DRP's recommendation (see CIO analysis

in Attachment I). The CEO's Risk Management Branch has reviewed and concurs with provisions relating to insurance and indemnification and any revisions made to such as a result of the negotiations.

ENVIRONMENTAL DOCUMENTATION

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the proposed contract for EPIC-LA will enhance our customers' experience by providing a more streamlined and transparent land entitlement application process through SaaS enhancements.

CONCLUSION

Upon approval of this contract, this will allow the County to implement the new SaaS-based EPIC-LA system, greatly enhancing the County's land entitlement process by providing an improved customer experience and promoting greater government accountability and transparency.

Respectfully submitted,

Amy J. Bodek, AICP
Director

Reviewed by:

Peter Loo
Chief Information Officer

AJB:JH:ia

Attachments

c: Executive Office, Board of Supervisors
Board Deputies

The Honorable Board of Supervisors

12/09/2025

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Chief Executive Office
County Counsel
Equal Opportunity
Fire Department
Parks and Recreation
Public Health
Public Works
Treasure-Tax Collector

S_IFS_12092025_BL_EPICLA



CONTRACT

BY AND BETWEEN

**COUNTY OF LOS ANGELES
AND
TYLER TECHNOLOGIES, INC.**

FOR

**THE ELECTRONIC PERMITTING AND INSPECTIONS –
COUNTY OF LOS ANGELES
“EPIC-LA”**

December 2025

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
TYLER TECHNOLOGIES, INC.
FOR
THE ELECTRONIC PERMITTING AND
INSPECTIONS SYSTEM FOR THE
LOS ANGELES COUNTY**

This Contract (Contract) made and entered into on _____ day of _____, 2025 by and between the County of Los Angeles, a political subdivision of the State of California, hereinafter referred to as “County” and Tyler Technologies, Inc., a Delaware corporation (hereinafter Contractor, hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the Contractor is a provider of a commercial off-the-shelf software known as Tyler Enterprise Permitting and Licensing and related services thereto; and

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

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter; and

WHEREAS, Contractor is a publicly traded company that provides the services related to the Electronic Permitting and Inspections System for the Los Angeles County (EPIC-LA); and

WHEREAS, County desires for Contractor to transition EPIC-LA services to a Software-as-a Service (SaaS) model.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A through L are attached to and form a part of this 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, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Exhibit A	Statement of Work and Attachments
	Exhibit A.1 Statement of Work
Exhibit B	Service Level Agreement and Support Call Process
	Exhibit B.1 Service Level Agreement
	Exhibit B.2 Support Call Process
Exhibit C	Invoicing & Payment
	Exhibit C.1 Investment Summary
	Exhibit C.2 Invoicing and Payment Terms
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Reserved
Exhibit I	Reserved
Exhibit J	Software as a Service Requirements
Exhibit K	Information Security and Privacy Requirements
Exhibit L	Worldpay Integration Requirements

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Changes Notices and Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Accept; Acceptance:** The County Contract Program Director's or designee's written approval of a Deliverable, a Service, the Solution as a whole (Final Acceptance), a milestone (if applicable), Optional Work, and/or other work under Contract in accordance with Paragraph 10.6 (Acceptance) of the Contract, with such approval being indicated by County Contract Program Director's or designee's signature on a task/deliverable acceptance certificate.
- 2.1.2 Additional Interfaces:** The term "Additional Interface(s)" shall mean any Interfaces that Contractor may provide to County as part of the Additional Services. Once there has been Acceptance of any Additional Interfaces, those Interfaces shall become part of, and be deemed, Application Software for the purpose of this Contract.
- 2.1.3 Amendments:** The term "Amendments" shall have the meaning set forth in Paragraph 8.1 below.
- 2.1.4 Board of Supervisors (Board):** The terms "The Board of Supervisors" and "Board" shall mean County's Board of Supervisors, which is the governing body of County.
- 2.1.5 Business Day:** The term "Business Day" shall mean Monday through Friday, excluding County or Contractor observed holidays, unless stated otherwise herein.
- 2.1.6 Business Travel:** Reimbursement for travel-related expenses under this Contract shall not exceed the amounts specified for Travel Expenses in the Exhibit C.1 (Investment Summary).
- 2.1.7 Change Notice:** The term "Change Notice" shall have the meaning set forth in Paragraph 8.1, below.
- 2.1.8 Contingency:** The term "Contingency" shall mean the maximum amount allocated under this Contract for the provision by Contractor of Additional Services, the licensing of Additional Applications, or the payment of any other cost or expense arising under this Contract and mutually agreed to by the parties.
- 2.1.9 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.10 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.

- 2.1.11 Contractor’s Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.12 County Materials:** The term “County Materials” mean any documents, records, data or other information generated or maintained by County, independently of Contractor, and provided to Contractor under this Contract.
- 2.1.13 County’s Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.14 County’s Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County’s Project Manager.
- 2.1.15 County’s Project Manager:** Person designated by County’s Project Director to manage the operations under this Contract.
- 2.1.16 County’s Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.17 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County’s website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.18 Data** means your data necessary to use the Tyler Software.
- 2.1.19 Data Storage Capacity** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- 2.1.20 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.21 Defect (Defective):** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth the Documentation, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- 2.1.22 Defined Users** or “Users” means the number of users, if any, that are identified in the Investment Summary. If Exhibit C contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in Exhibit C.1 (Investment Summary).

- 2.1.23 Department:** The County of Los Angeles Department of Regional Planning, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.24 Director:** Director of Department.
- 2.1.25 Documentation** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- 2.1.26 Effective Date:** The term “Effective Date” shall mean the date of execution of this Contract by County and the authorized representative(s) of Contractor.
- 2.1.27 Extended Term:** As used herein, the term “Extended Term” shall have the meaning specified in Paragraph 4.3, below.
- 2.1.28 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.29 Force Majeure:** The term “Force Majeure” shall mean an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause which could not with reasonable diligence be controlled or prevented by the party.
- 2.1.30 Functional Requirements:** The term “Functional Requirements” shall mean the functional requirements set forth in the Documentation.
- 2.1.31 Go-Live:** The term “Go-Live” shall mean the first point at which the County may use the Solution in the Production Environment.
- 2.1.32 Initial Term:** The term “Initial Term” shall have the meaning specified in Paragraph 4.1 (Initial Term).
- 2.1.33 Investment Summary:** means the same thing as the Invoicing & Payment and Pricing Schedule attached hereto as Exhibit C.
- 2.1.34 Optional Term:** The term “Optional Term” shall have the meaning specified in Paragraph 4.3 (Optional Term).
- 2.1.35 Pricing and Payment Schedule:** The term “Pricing and Payment Schedule” shall mean prices rates and other fees identified in Exhibit C
- 2.1.36 Production Environment:** The term “Production Environment” shall mean the environment in which the Solution is put into Production Use.
- 2.1.37 Production Use:** The term “Production Use” shall mean the use of the Tyler Software for the performance of County’s operations commencing upon Go-Live in accordance with this Contract.

- 2.1.38 Professional Services:** The term “Professional Services” shall mean implementation services, , and any similar services that are part of the additional services provided by Contractor under this Contract, or provided by a third-party related to the scope of this Contract.
- 2.1.39 Project Schedule:** The term “Project Schedule” shall mean the agreed-upon, estimate timeline for delivery of the Implementation Services, as set forth in Exhibit A.
- 2.1.40 Reviewing Agencies:** The term “Reviewing Agencies” shall mean those County agencies who, in the normal course of business, have the need to access and/or review the permitting and inspection records that are generated by, or originate from, the County using the Solution.
- 2.1.41 SaaS Fees** means the fees for the SaaS Services identified in the Investment Summary.
- 2.1.42 SaaS Services** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- 2.1.43 SLA** means the service level agreement. A copy of Contractor’s current SLA is attached hereto as Exhibit B.1.
- 2.1.44 Support Call Process** means the support call process applicable to all Contractor customers who have a right to use the Tyler Software attached as Exhibit B.2.
- 2.1.45 Solution, or Tyler Software:** means Contractor’s proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by Contractor to County through this Contract.
- 2.1.46 State:** The term “State” means the State of California.
- 2.1.47 Statement of Work or SOW:** A written description of the work to be performed by Contractor to meet the needs of the County as set forth in this Contract including special provisions pertaining to the method, frequency, manner, and place of performing the contract services, and which describes the parties’ roles and responsibilities in connection with implementation. The Statement of Work is attached as Exhibit A.
- 2.1.48 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

- 2.1.49 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.50 Third Party Hardware** means any third-party hardware-, if any, identified in the Pricing Schedule.
- 2.1.51 Third Party Products:** The term "Third Party Product" shall mean the Third Party Hardware and Third Party Software, if any.
- 2.1.52 Third Party Software:** means the third-party software, if any, identified in the Investment Summary or included with the Solution.
- 2.1.53 Training:** The term "Training" shall mean training relating to the Solution to be provided by Contractor pursuant to this Contract.
- 2.1.54 User Acceptance Test (UAT):** The term "User Acceptance Test" and "UAT", if any, shall have the meaning specified in Exhibit A (Statement of Work).
- 2.1.55 Work:** The term "Work" shall mean any and all tasks, subtasks, and other deliverables to be provided, by or on behalf of Contractor, as part of the Professional Services, as set forth in Exhibit A) Statement of Work).

3 WORK

3.1 License and SaaS Services

3.1.1 Rights Granted.

Contractor grants to County the non-exclusive, non-assignable limited right to use the SaaS Services solely for County's governmental purposes which purposes include County's provision of services on behalf of other governmental entities, including contract cities and the general public utilizing the Tyler Software for its intended purpose, subject to any limits for Defined Users or Data Storage Capacity. In the event County regularly and/or meaningfully exceeds the Defined Users or Data Storage Capacity, County may add additional users or additional data storage capacity on the terms set forth in this Contract using an amendment or change notice, as applicable, under Paragraph 8.1. County acknowledges that Contractor has no obligation to ship copies of the Tyler Software as part of the SaaS Services. County's right to use the SaaS Services applies to releases provided as part of the Maintenance and Support Services as further detailed in this Contract.

3.1.2 Ownership.

3.1.2.1 Contractor retains all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by Contractor under this Contract. County does not acquire under this Contract any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.9.2 The Documentation is licensed to County and may be used and copied by County's employees for internal, non-commercial reference purposes only.

3.1.3 Data.

3.1.3.1 County retains all ownership and intellectual property rights to the Data. County expressly recognizes that except to the extent necessary to fulfill Contractor's obligations contained in this Contract, Contractor does not create or endorse any Data used in connection with the SaaS Services.

County expressly grants to Contractor a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce County's Data solely to the extent reasonably necessary to provide services pursuant to this Contract.

3.1.3.2 Contractor's access to and use of County's Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of Contractor's Privacy Statement (available at <https://www.tylertech.com/privacy>) and applicable law, Exhibit K (Information Security and Privacy Requirements)

3.1.3.3 Data Breach Notification. Contractor will provide notice of a breach of Data in accordance with Exhibit K (Information Security and Privacy Requirements) and applicable state and federal data breach notification laws

3.1.4 Restrictions.

County may not:

3.1.4.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;

3.1.4.2 modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;

- 3.1.4.3 access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to Contractor; or license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Contract or as otherwise necessary to fully enjoy the rights and benefits of the SaaS Services and Tyler Software conveyed under this Contract;
- 3.1.4.4 Notwithstanding anything to the contrary in this section, County may disclose, with Contractor's written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third-party County consults with regarding the implementation or use of the Tyler Software and SaaS Services. County must ensure that any such third-party's use is subject to the confidentiality terms and all provisions governing the use and/or restrictions on the of the Tyler Software, Documentation, or SaaS Services, of this Contract, and County acknowledges and agrees to be liable for any breach of the terms of this Contract by such third-party.

3.1.5 Software Warranty.

Contractor warrants that the Tyler Software will perform without Defects during the term of this Contract. If the Tyler Software does not perform as warranted, Contractor will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the then-current Support Call Process. For a period of three years from the Effective Date, if a new release of the Tyler Software included within scope as of the Effective Date removes functionality that was provided as part of the original implementation, Contractor will provide alternative means for performing the same function, at no additional cost beyond payment of the annual SaaS Fees.

3.1.6 SaaS Services.

3.1.6.1 Audit & Compliance.

Contractor's SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. Contractor has attained, and will maintain, System & Organization Control (SOC) SOC 1 and SOC 2 Type 2 compliance, or their equivalent, for so long as County is timely paying for SaaS Services. The foregoing notwithstanding, County acknowledges that the scope of audit coverage varies

depending on the specific Tyler Software solution. Contractor will provide County with a summary of the current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if Contractor's SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If County wants Contractor to provide our compliance reports to a third-party auditor or similar entity, Contractor reserves the right to require execution of an NDA by that third-party.

3.1.6.2 Service Levels.

The Tyler Software will be made available to County according to the terms of the Exhibit B.1 (Service Level Agreement). SaaS Services will be provided via a third-party data center. Contractor must ensure County's Data is inaccessible to Contractor's other customers.

3.1.6.3 Business Continuity.

Data centers used to deliver SaaS Services for this Contract have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. Contractor tests the disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Contractor's System & Organization Control reports or their equivalent. In the event of a data center failure, Contractor reserves the right to employ the disaster recovery plan for resumption of the SaaS Services. In that event, Contractor commits to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which County's access to the Tyler Software must be restored. If Contractor employs the disaster recovery plan, Contractor will be responsible for restoring County's Data and ensuring that the SaaS Services are online, and County will be responsible for validating the Data and confirming the functioning of the SaaS Services, including any integrations.

3.1.6.4 Security Measures.

Contractor provides secure Data transmission paths between County's devices and the data center used to provide SaaS

Services to County. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. Contractor conducts annual penetration testing of either the production network and/or web application. Contractor will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. County may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of Contractor's network and systems (hosted or otherwise) are prohibited. Where applicable with respect to Contractor's applications that take or process card payment data, Contractor complies with applicable requirements of PCI DSS. Contractor agrees to supply the then-current status of Contractor's PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance> and, in the event of any change in our status, Contractor will promptly notify the County, in accordance with applicable notice requirements.

3.2 Professional Services

Contractor will provide the various implementation-related services itemized in Exhibit C.1 (Investment Summary).

3.3 Professional Services Fees

County agrees to pay for the services fees in the amounts set forth in the Investment Summary. County acknowledges that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for County's implementation. Contractor will bill the actual fees incurred based on the in-scope services provided to County; however, in no event shall the total fees billed exceed the amounts set forth in the Investment Summary without the County's prior written approval, which may require a formal Contract Amendment in accordance with Paragraph 3.11 (Unapproved Work) or Paragraph 8.1 (Amendments). Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.

3.4 Additional Services and Additional Applications

The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on Contractor's understanding of the specifications supplied. If additional work is required, or if County uses or requests Additional Services or Additional Applications, Contractor will provide County with a price quote, outlining the costs for the additional work. The price quotes will be valid for thirty (30) days from the date of the quote. The Contractor's provision to the the County of Additional Services and Additional Applications is subject to availability of Contingency or other funds as approved by the Board. Contractor's rates for Additional Services shall be subject to the applicable pricing terms set forth in Exhibit C (Invoicing and Payment) for a period of 12 months following the Effective Date. Additional services and Applications not identified in Exhibit C will be at Contractor's then current pricing or as mutually agreed in an amendment. Except as otherwise authorized by a written Amendment in accordance with Paragraph 3.11 (Unapproved Work) or Paragraph 8.1 (Amendments), the Contingency shall constitute the aggregate amount available during the initial Term and any Optional Term of this Contract for all Additional Services and Additional Applications. The parties must enter into an amendment or change notice, as applicable, under Paragraph 8.1 (Amendments) to change the scope of services or obligate additional funds.

3.5 Services Warranty.

Contractor will perform services in a professional, workmanlike manner, consistent with industry standards. In the event Contractor provides services that do not conform to this warranty, Contractor will re-perform such services at no additional cost to County.

3.6 Site Access and Requirements.

At no cost to Contractor, County agrees to provide Contractor with reasonable access to County's personnel, facilities, and equipment as may be reasonably necessary for Contractor to provide implementation services, subject to any reasonable security protocols or other written policies provided to Contractor as of the Effective Date, and thereafter as mutually agreed to by the parties.

3.7 Background Checks.

Contractor's employees undergo criminal background checks prior to hire. All employees sign Contractor's confidentiality agreement and security policies.

3.7.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such

background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

- 3.7.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 3.7.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 3.7.4 These terms will also apply to subcontractors of County contractors.
- 3.7.5 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.6 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

3.8 County Assistance.

County acknowledges that the implementation of the Tyler Software is a cooperative process requiring the time and resources of County's personnel. County acknowledges that County will use reasonable efforts to cooperate with Contractor and make resources available for the performance of the Contract in accordance with its terms and the mutually agreed project schedule. Additionally, County agrees to use all reasonable efforts to cooperate with and assist Contractor as may be reasonably required to support the efficient execution of the activities required for this Contract. Accordingly, County will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. Contractor will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by County to substantially comply with the requirements of this paragraph.

3.9 Maintenance and Support Services.

- 3.9.1 For the duration of this Contract, consistent with the terms set forth in our then-current Support Call Process, Contractor will:
- a. perform maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - b. provide telephone support during the established support hours as indicated in the then-current Support Call Process;
 - c. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
 - d. provide releases to the Tyler Software (including updates and enhancements) that Contractor makes generally available without additional charge to customers with a current SaaS agreement.
- 3.9.2 County's use of Tyler Software or SaaS Services requires that County remains current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Contractor's warranty and support commitments are contingent upon County using a supported version of the Tyler Software. Contractor may require County to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Contractor will use all reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
- 3.9.3 Contractor will use all reasonable efforts to perform support services remotely. Contractor reserves the right to use secure third-party connectivity tools to deliver maintenance and support services. Contractor also reserves the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. County agrees to reasonably cooperate with Contractor in providing access to County's environments and Data for the purposes of providing maintenance and support services and acknowledge that Contractor's warranty, support, and service level obligations under this Contract are contingent upon receiving reasonable access to County's Data and systems.
- 3.9.4 For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting

services; or (d) telephone support outside normal business hours as listed in then-current Support Call Process.

3.10 Travel

Reimbursement for travel-related expenses under this Contract, if any, will be: (i) through a mutually agreed to amendment pursuant to paragraph 8.1, (ii) consistent with Contractor and County's travel policies, and (iii) shall not exceed the amounts specified for Travel Expenses in the Exhibit C.1 (Investment Summary), unless otherwise agreed by the parties.

3.11 Unapproved Work.

If Contractor provides and services to County beyond those that are in scope under 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.

4.0 TERM OF CONTRACT

4.1 Initial Term

The term of this Contract shall commence upon the Effective Date and shall expire three (3) years thereafter (hereinafter "Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Contract. SaaS Fees for years two and three of the Initial Term, and for the first two Optional Terms, will not increase more than 5%, on an annualized basis. Any subsequent renewals will be at our then-current SaaS Fees.

4.2 Optional Term

At the end of the Initial Term, County may have at its sole option the right to extend this Contract term, or components thereof, for up to two (2) additional consecutive one (1) year period extensions (hereinafter the "Optional Term"), The terms and conditions of this Contract shall apply during any Option Term. County shall be deemed to have exercised its extension option(s) automatically, without further act, unless no later than thirty (30) days prior to the expiration of the Initial Term or the Optional Term, as applicable, County notifies in writing Contractor that it elects not to extend the Contract pursuant to this Paragraph 4. An Initial Term or Optional Term, if not renewed, shall lapse upon its expiration date. Each such extension option may be exercised at the sole discretion of the Director of Regional Planning or his/her designee. In the event County fails to extend an Initial Term or Optional Term, Contractor's obligations under the Contract expire.

The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of

purposes, including determining whether the County will exercise a contract term extension option.

4.3 Extended Term

In the event County exercises its option to extend the Contract for the full Optional Term, County may thereafter seek to amend the Contract, pursuant to Paragraph 8.1, for as many additional consecutive one (1) year terms as approved by the Board and agreed to by Contractor (hereinafter the "Extended Term"). The terms and conditions of this Contract shall apply during any Extended Term, with the exception of pricing and other terms which, by their nature, must be updated to reflect the passage of time and as otherwise mutually agreed to by the parties.

4.4 Notice of Expiration

The Contractor must notify Department when this Contract is within ninety (90) days of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration). Notwithstanding the foregoing, Contractor's failure to provide such notification shall not constitute a material breach of this Contract.

4.5 Termination of Right to Access

County's right to access or use the Solution and the SaaS Services will terminate at the end of this Contract.

5.0 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 Contractor shall invoice County in accordance with Exhibit C (Invoicing and Payment). The Contract Sum under this contract will be the total fees payable by County to Contractor for supplying all the SaaS Services, Professional Services, Work, and deliverables hereunder as set forth in the Investment Summary. The Total Contract Sum authorized by County hereunder is \$18,782,422 including \$1,707,493 contingency as further detailed in Exhibit C.1 (Investment Summary), unless the Contract Sum is modified pursuant to a duly approved Amendment pursuant to Paragraph 8.1.

5.1.2 Tracking Fees for Professional Services

Contractor must maintain a system of record-keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum allocated to Professional Services. Upon occurrence of this event, Contractor shall provide written notification to County's Project Director at the address set forth in Paragraph 1 (County Key Personnel) in Exhibit D (County's Administration). Notwithstanding

the foregoing, Contractor's failure to provide such notification shall not constitute a material breach of this Contract.

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

5.3 No Payment for Services Provided Following Expiration-Termination of Contract

Except as set forth in Section 8.54 (Effect of Termination) or as may otherwise be rightfully owing to Contractor for transition services or otherwise, Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

5.4 Invoices and Payments

5.4.1 Submission of Invoices

The Contractor must invoice the County based on the prices set forth in Exhibit C.1 (Investment Summary). The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.4.2 The Contractor's invoices must be priced in accordance with Exhibit C.1 (Investment Summary). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County.

5.4.3 Invoice Details

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

1. The Contract number;
2. The invoiced Solution, Work, or other Services, including the associated price and milestone, as applicable;
3. Any other information reasonably required by County's Project Director.

5.4.4 All invoices under this Contract must be submitted to Regional Planning at the following address:

Los Angeles County Department of Regional Planning
320 West Temple Street, 13th Floor

Los Angeles, CA 90012
Attn: LA County Planning Contract
E-mail: contract@planning.lacounty.gov

5.4.5 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.4.6 Invoices Discrepancies

In the event County Project Director or designee believes the Solution or Professional Services do not conform to the requirements and warranties in this Contract and the SOW, County's Project Director will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. The written notice must contain reasonable detail of the issues County contends are in dispute so that Contractor can confirm the issue and respond to County's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in County's notice. Contractor and County will develop a plan outlining the reasonable steps to be taken by Contractor and County to resolve any issues presented in County's notice to Contractor. County may withhold payment of the amount actually in dispute until Contractor completes its action items outlined in the plan. The foregoing notwithstanding, if Contractor is unable to complete its actions outlined in the plan because County has not completed its action items outlined in the plan, County will remit full payment of the invoice. Payments withheld by County shall be considered a dispute for purposes of the 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 Paragraph 1 (County Key Personnel) of Exhibit D (County's Administration), and invoice disputes shall be subject to the dispute resolution process as set forth in this Contract.

5.4.7 Taxes

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

5.4.8 Payments

County will pay all invoiced amounts to Contractor within thirty (30) days of receipt of invoices that have not been disputed in accordance with Paragraph 5.4.6 (Invoice Discrepancies) above. County's failure to pay within the thirty (30) day period, however, shall not entitle Contractor to impose an interest on any late payment.

5.4.9 Payments for Canceled Professional Services

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

5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

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

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

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

5.5.4 At any time during the duration of the 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), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

All persons administering this Contract on behalf of County and identified in Paragraph 6.2 below (hereinafter "County Key Personnel") will be listed in Exhibit D (County's Administration), which shall be prepared during project kick-off and become a part of this Contract when finalized. County Key Personnel shall be understood to include his or her designee. The County will notify the Contractor in writing of any changes as they occur. No member of County Administration is authorized to make any changes in any of the terms and conditions of this Contract other than those specifically authorized under Paragraph 8.1 (Change Notice and Amendments).

6.2 County Key Personnel

6.2.1 County's Project Director

The role of the County's Project Director may include:

- 6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.2.1.3 Responsible for ensuring that the objectives of this Contract are met. County's Project Director will have the right, at all times, to inspect any and all Work provided by or on behalf of contractor. The County's Project Director is responsible for approval of work, according to the terms set forth in the Statement of Work.

6.2.2 County's Project Manager

The role of the County's Project Manager is authorized to include:

- 6.2.2.1 Meeting with the Contractor's Project Manager on a regular basis; and
- 6.2.2.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

- 6.2.2.3 County's Project Manager will be responsible for ensuring that the technical, business and operational standards and requirements of this Contract are met
- 6.2.2.4 County's Project Manager will report to County's Project Director regarding Contractor's performance with respect to technical, business and operational standards and requirements of this Contract
- 6.2.2.5 The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.2.3 EPIC-LA Project Manager

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

6.2.4 County's Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

6.2.5 County's Contract Manager

The role of the County's Contract Manager is to manage and facilitate the administrative functions of the Contract. The County's Contract Manager interface with the County's Project Director.

6.2.6 County Supervision and Cooperation

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

All persons administrating this Contract on behalf of Contractor and identified in this Paragraph 7.2 below (hereinafter "Contractor Key Personnel") will be listed in Exhibit E (Contractor's Administration), which shall be prepared during project kick-off and become a part of this Contract when finalized. Contractor Key Personnel include his or her designee. All staff employed by and/or behalf of Contractor, including the persons listed in Exhibit E (Contractor's Administration), shall be adults who are fully fluent in both spoken and written English and are U.S. citizens or legally authorized to work in the United States. The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor Key Personnel

7.2.1 Contractor's Project Director

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

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

7.3 Approval of Contractor's Key Staff

After the Effective Date, and in coordination with the project kick-off activities identified in the Statement of Work, Contractor will make project staffing assignments. Upon request, Contractor will provide County with project resumes,

demonstrating relevant past project experience, for project team members that are allocated for onsite services on the project. County agrees that those resumes are for information and planning purposes only. Once Contractor's project team is assembled and County's counterparts have been identified, both parties agree that, except for reasons outside of their control, they will not remove staff and personnel from their assigned project roles without reasonable advance notice and good cause, and that they will work together to mitigate project impacts after any such removal. The parties will also work together to manage the project impact resulting from the temporary unavailability of project staff from either party. Contractor agrees to use all reasonable efforts to maintain consistency of project personnel and commit to replacement resources having sufficient project knowledge, without additional cost to County, in order to render services in accordance with contractual requirements. In the event Contractor's personnel is/are not providing services consistent with Contractor's services warranty or are otherwise negatively impacting the project, County will notify Contractor of that deficiency and give Contractor a reasonable opportunity to correct it. If the deficiency persists, Contractor will replace that project member, upon written request and demonstration of good cause. Replacement staff will be assigned following the same processes set forth above and shall have reasonably sufficient experience and project knowledge to fulfill applicable obligations under the Contract. The foregoing notwithstanding, if the replacement personnel is providing services onsite, County shall remain liable for travel expenses incurred by such personnel, to be invoiced in accordance with the Business Travel Policy.

7.4 Reserved.

7.5 Reserved.

7.6 Confidentiality

7.6.1 General Confidentiality Obligation

Each party shall protect, secure, and keep appropriately marked trade-secret, proprietary, or confidential records, materials, documents, data, and/or other sensitive information, including without limitation Personal Information; Personally Identifiable Information; information relating to County's constituents, Users, partners, or personnel; other County Data; and any other sensitive data, records and information received, obtained and/or produced under the provisions of this Contract ("Confidential Information") in accordance with this Contract and with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality.

7.6.2 Nature of Confidential Information

Contractor agrees that all of County's Confidential Information will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally

or marked as “confidential” or “proprietary”. Notwithstanding the foregoing or Subparagraph 7.6.1, Confidential Information does not include information that: (a) is or becomes known to the public without fault or breach of the either party; (b) a party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to that party; and/or (c) is independently developed by a party without use of the other party’s Confidential Information.

7.6.3 Required Actions Regarding County’s Confidential Information

7.6.3.1 The Contractor shall restrict access to the County’s Confidential Information only to its officers, employees, agents and Subcontractors who need the County’s Confidential Information to perform official duties under the Contract. The Contractor shall inform all of its officers, employees, agents and Subcontractors providing Services hereunder of the confidentiality provisions of this Contract. The Contractor shall be responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which the Contractor discloses the Confidential Information of the County.

7.6.3.2 The Contractor shall: (a) not use the County’s Confidential Information for any purpose whatsoever other than carrying out the express terms of the Contract; (b) promptly transmit to the County a written notification regarding all requests for disclosure of any of County’s Confidential Information made by any third party other than Contractor’s officers, employees, agents, or Subcontractors with respect to which the Contractor shall have complied with Subparagraph 7.8.1; (c) not disclose, except as otherwise specifically permitted by the Contract, any of County’s Confidential Information to any person or organization other than the County without the County’s prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Contract, return, destroy, or maintain all of County’s Confidential Information in accordance with this Contract.

7.6.4 Without limiting the generality of the preceding subparagraph, in the event the Contractor receives any court or administrative agency order, or service of process regarding any of County’s Confidential Information, the Contractor shall promptly notify (to the extent permitted by law) the County. Thereafter, the 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, the Contractor shall use all reasonable efforts to delay such compliance

and cooperate with the County to obtain relief from such obligations to disclose until the County shall have been given a reasonable opportunity to obtain such relief. Additionally, the Contractor shall promptly notify the County of any improper action with respect to the County's Confidential Information that comes to the Contractor's attention.

7.6.5 Subject to Subparagraph 8.23.4 of this Contract, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all third-party claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.6 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Changes Notices and Amendments

8.1.1 Amendments

8.1.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Director of Regional Planning or his/her designee OR it may have to be executed by the Board.

8.1.1.2 The County's Board or Chief Executive Officer or designee may request the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, if mutually agreed, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director of Regional Planning or his/her designee, and otherwise meet the requirements of Subparagraph 8.1.2 below.

8.1.1.3 The Director of Regional Planning or his/her designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director of Regional Planning or his/her designee

8.1.2 Change Notices

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

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must notify the County in writing of any pending mergers, consolidations, or acquisitions of its company as soon as reasonably practicable, unless legally prohibited from doing so. If legally prohibited, the Contractor shall notify the County of the completed merger, consolidation, or acquisition as soon as permitted by law, and shall provide the County with a written explanation of the legal basis that prohibited earlier disclosure.

8.2.2 Except as otherwise provided in this paragraph 8.2, neither party shall assign its rights or delegate its duties under this Contract, whether in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or delegation without such written consent shall be null and void. Such consent, if granted, must be documented in a duly-executed written amendment to this Contract.

- 8.2.3** Notwithstanding the foregoing, the Contractor may, without the prior written consent of the County, assign this Contract in its entirety to the surviving entity of a merger or consolidation, or to a purchaser of substantially all of the Contractor's assets, provided that the Contractor complies with the notification requirements in Subparagraph 8.2.1. However, in the event of such an assignment, the County may terminate this Contract for convenience if the assignee is an entity with which the County is not authorized to do business.
- 8.2.4** Any assumption, assignment, delegation, or takeover of any of the Contractor's obligations under this Contract by any third party, whether through subcontracting, merger, buyout, or any other mechanism and whether with or without consideration, without the County's express prior written approval (except as permitted in Subparagraph 8.2.1 or 8.2.3), shall constitute a material breach of this Contract and may result in immediate termination. In such event, the County shall be entitled to pursue any remedies it could pursue in the event of termination for default by Contractor.
- 8.2.5** The shareholders, members, partners, or other equity holders of the Contractor may transfer or assign their ownership interests without the County's prior written consent. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract, which consent shall not be unreasonably withheld or delayed.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in

payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Dispute Resolution Procedure

- 8.5.1** Contractor and County agree to act with urgency 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 8.5 (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.
- 8.5.2** 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.
- 8.5.3** 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, and the respective Project Managers shall notify each other no more than 30 days after becoming aware of a dispute.
- 8.5.4** In the event that the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 8.5.5** In the event that the Project Directors are unable to resolve the dispute within a reasonable time, not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's president of its ERP & Civic Division and the Director. These persons shall have ten (10) days to attempt to resolve the dispute.
- 8.5.6** In the event that at these levels there is not a resolution of the dispute acceptable to both parties, then the parties shall participate in mediation in an effort to resolve their dispute. If the dispute remains unresolved after mediation, each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.
- 8.5.7** All disputes utilizing this Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 8.5, 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.

- 8.5.8** Nothing herein shall be construed to limit a party's right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule.
- 8.5.9** Notwithstanding any other provision of this Contract, a party's right to seek injunctive relief to enforce the provisions of Paragraph 16 (Confidentiality and Security) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of the parties' rights and shall not be deemed to impair any claims that one party may have against the other, or a party's rights to assert such claims after any such injunctive relief has been obtained.
- 8.5.10** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, CONTRACTOR RESERVES THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES THIRTY (30) FOLLOWING OUR NOTICE OF INTENT TO DO SO.

8.6 Compliance with Applicable Laws

- 8.6.1** In the performance of this Contract, Contractor must 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.
- 8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all third-party claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and acceptable to the County under its outside counsel conflict restrictions. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred

by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with its obligations under Paragraph 8.28 (Nondiscrimination and Affirmative Action).

8.7.2 The parties agree that, in the event Contractor is found to have violated the foregoing anti-discrimination provisions, County may require, pursuant to Los Angeles County Code Section 4.32.010 (E), that Contractor pay the sum of five hundred Dollars (\$500) for each such violation, in lieu of termination or suspension hereof.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will 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 Employee's regular pay the fees received for jury service.

- 8.8.2.2 For purposes of this paragraph, “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 fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.
- 8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
- 8.8.2.4 Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must 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 life of this Contract.

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given

an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 8.12.4.3 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 will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the

period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The 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 <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

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

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will 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 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both 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.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will 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 8.1 (Changes Notices and 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.

8.19 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all third-party liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable, provided that County: (i) promptly notifies Contractor in writing of the claim; and (ii) allows Contractor to control and cooperate with Contractor in, the defense and any related settlement negotiations.

8.20 Contractor Performance during Civil Unrest and Disaster; Force Majeure

8.20.1 Contractor recognizes that the County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely and County shall provide reasonably necessary permissions and access to perform services remotely.

8.20.2 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party

or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.3 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.4 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use all reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California or Federal Court for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in Los Angeles County.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers'

Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification, Disclaimer and Limitation of Liability

8.23.1 Indemnification - General

8.23.1.1 The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) 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 and/or relating Contractor's acts and/or omissions under this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.23.1.2 Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.23 will be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County must have the right to participate in any such defense at its sole cost and expense. Nothing herein must be construed as a waiver of County's sovereign immunity.

8.23.2 Indemnification – Intellectual Property

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

8.23.2.2 Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.23 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.

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

8.23.2.4 Contractor's obligations under this Paragraph 8.23.2 will not apply to the extent the claim or adverse final judgment is based on your misuse of the Tyler Software in contradiction to its intended purposes or the restrictions of this Contract.

8.23.2.5 If County's use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Contractor consents), Contractor shall, at its option and at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Tyler Software or affected component(s) thereof to the same extent of County's License; or (ii) replace it with a functional equivalent; or (iii) modify it to make it non-infringing (hereinafter collectively for the purpose of this Paragraph 8.23 "Remedial Act(s)"). The foregoing states Contractor's entire liability and County's sole and exclusive remedy with respect to the subject matter hereof.

8.23.2.6 If Contractor fails to provide and complete the Remedial Acts described in Paragraph 8.23.2.5 above, such failure is a material breach of this Contract and County may terminate this Contract for default pursuant to Paragraph 8.42 (Termination for Default).

8.23.2.7 Contractor may elect to employ Remedial Acts in advance of litigation if it receives information concerning an infringement or misappropriation claim.

8.23.3 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.

8.23.4 LIMITATION OF LIABILITY

WITH THE EXCEPTION OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO SECTIONS 8.23.1. (INDEMNIFICATION-GENERAL) AND 8.23.2 (INDEMNIFICATION-INTELLECTUAL PROPERTY), WHICH OBLIGATIONS OF CONTRACTOR SHALL NOT BE SUBJECT TO ANY LIMITATION OF LIABILITY WHATSOEVER, CONTRACTOR'S LIABILITY UNDER THIS CONTRACT, WHETHER BASED ON A THEORY OF CONTRACT LAW OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO COUNTY'S ACTUAL DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED (A) DURING THE INITIAL TERM, THE GREATER OF \$2 MILLION OR TWO (2) TIMES THE AMOUNTS PAID (B) DURING ANY RENEWAL TERM, TWO (2) TIMES THE ANNUAL SAAS FEES PAYABLE IN THAT OPTION TERM PLUS ALL AMOUNTS ALLOCATED TO OPTIONAL WORK, INCLUDING PROFESSIONAL SERVICES, IN A CHANGE ORDER OR AMENDMENT. THE PRICES SET FORTH AND LIABILITIES ASSUMED IN THIS ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. CONSISTENT WITH PARAGRAPH 8.23, THE REQUIRED INSURANCE DEFINED THEREIN SHALL NOT OPERATE AS A SEPARATE LIMITATION ON CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

8.23.5 EXCLUSION OF CERTAIN DAMAGES

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

8.24 General Provisions for all Insurance Coverage

8.24.1 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 must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfying the terms of this Contract, and a copy of an Additional Insured

endorsement or blanket policy language confirming County and its Agents (defined below) have been given Additional Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- 8.24.2.2 Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 8.24.2.3 Certificates must 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 must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number. At County's request, Contractor will separately disclose to County the deductible it carries on Required Insurance.
- 8.24.2.4 Neither the County's failure to obtain, nor the 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), will be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5 Certificates and copies of any required endorsements must be sent to the address for insurance information indicated on Exhibit E or

LA County Planning Contract
320 West Temple Street
Los Angeles, CA 90012

E-mail address: contract@planning.lacounty.gov

- 8.24.2.6 Contractor also must 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 must 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.

8.24.3 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents employees and volunteers (collectively County and its Agents) must 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 will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will 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 must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage

available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 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.

8.24.13 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.)

separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions.

8.24.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures. Adjustments if any will be accomplished pursuant to an Amendment under and in accordance with this Agreement.

8.25 Insurance Coverage

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), adding 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

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must 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.

8.25.3 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 for bodily injury by accident; \$1,000,000 for bodily injury by disease each employee; \$1,000,000 for bodily injury by disease policy aggregate. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in

advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Professional Liability-Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$15 million per occurrence and in the annual aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation. Technology Errors and Omission and Privacy/Cyber Liability may be included under Contractors Professional Liability policy, provided that such policy (a) includes all coverage outlined in each such paragraph, with a total aggregate limit of \$15 million.

8.25.5 Property Coverage

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

8.25.6 Technology Errors & Omissions Insurance

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 (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor.

8.25.7 Privacy/Cyber Liability Insurance

The Contractor must secure and maintain cyber liability insurance coverage with limits not less than fifteen million dollars (\$15,000,000.00) per occurrence and in the aggregate, 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. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will 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. The Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract expiration, termination or cancellation.

8.26 Liquidated Damages

8.26.1 If Contractor fails to remediate a Defect within the timeframes specified in the Support Call Process (Exhibit B.2), including any timeframe mutually agreed upon with respect to incident escalations, or the fails to meet a material obligation of this Contract (hereafter, "Fault"), the Director or their designee may deduct from Contractor's payment a sum of \$500 for each business day beyond the applicable timeframe that Contractor fails to remediate the Defect at issue or correct the Fault (after County provides written notice to Contractor of the Fault) up to a maximum of \$10,000 per Defect or Fault and \$30,000 in the aggregate annually. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred (\$500) per day per infraction. For avoidance of doubt the remedies under this Paragraph 8.26.2 are for breaches, deficiencies, or Defects in performance of the Contract for which there is no remedy otherwise provided under Exhibit B.1 (Service Level Agreement).;

8.26.1 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor under this section.

8.26.2 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as

specified in Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Nondiscrimination and Affirmative Action

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.

8.27.1 Contractor certifies to the County each of the following:

8.27.1.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.27.1.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.27.1.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.27.1.4 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.

8.27.2 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must 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.

8.27.3 The Contractor certifies and agrees 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.

8.27.4 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.27.5 The Contractor will allow County representatives access to the Contractor's employment records pursuant to a legally required audit during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.27.6 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the 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 and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.27.7 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 Non Exclusivity

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

8.29 Notice of Delays

Except as otherwise provided under this Contract, 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 must, within one (3) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 Notice of Disputes

The Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract to be resolved in accordance with the dispute resolution process set forth in this Contract.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.33 Notices

- 8.33.1 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: (i) by hand with signed receipt; (ii) by first class registered or certified mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within three 3 days by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten (10) days prior written notice thereof to the other party.
- 8.33.2 County's Project Director shall have the authority to issue all notices or demands which are required or permitted to be issued by County under this Contract.
- 8.33.3 Notice to County shall be sent to the attention of County's Project Manager and County's Project Director at the respective addresses specified in Paragraph 1 (County Key Personnel) of Exhibit D (County's Administration).
- 8.33.4 Notices to Contractor shall be sent to the attention of Contractor's Project Manager at the address specified in Paragraph 2 (Contractor Key Personnel) of Exhibit E (Contractor's Administration), with a copy to Contractor's project executive.
- 8.33.5 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 8.34 by giving written notice of the

change to the other party, subject to County's right of approval in accordance with Paragraph 4.3 (Approval of Contractor's Key Staff).

8.34 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 Public Records Act

8.35.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.35.3 Without limiting any other provision of this Paragraph, Contractor acknowledges that, under State law, including Welfare & Institutions code, Section 10850 and California Department of Social Services (CDSS), Manual of Policies and Procedures, Division 19, Section 10859 et seq. and 17006, all of the case records and information pertaining to individuals receiving aid constitute Confidential Information. No

information related to any individual case or cases shall be in any way relayed to anyone except those employees of County so designated without written authorization from County.

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

8.35.5 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

8.36.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

8.36.1.1 The Contractor must develop all publicity material in a professional manner; and

8.36.1.2 During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director.

8.36.2 The 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, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

8.37.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance

with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract, except that access to employment records shall be limited to legally required audits. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. Contractor can make all such material available to County using a mutually agreed upon electronic means.

- 8.37.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)
- 8.37.3** Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.37.4** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, at the County's expense, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38 Recycled Bond Paper

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

8.39 Subcontracting

8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract. As of the Effective Date, County approves of Contractor's use of Amazon Web Services, Inc. (Contractor's current cloud service provider for hosting services), as a Subcontractor hereunder for all purposes under this Paragraph, and

8.39.2 If the Contractor desires to subcontract, Contractor must provide thirty (30) days advance notice to the County of its intent to subcontract identifying the subcontractor and including:

8.39.2.1 A description of the work to be performed by the subcontractor.

8.39.2.2 A draft copy of the proposed subcontract; and

8.39.2.3 Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.39.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.

8.39.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees,

agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.39.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

Los Angeles County Planning Contract

E-mail Address: Contract@planning.lacounty.gov

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.41 Termination for Convenience

- 8.41.1** This Contract may be terminated, in whole or in part, from time to time, whenever the County, in its sole discretion, deems such termination to be in its best interest and upon 60 days advance written notice. In the event of such a termination, in addition to County's other payment obligations, Contractor shall pay Contractor the following early termination fees:

8.41.1.1 If County terminates during the first 12 months of the Initial Term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the Initial Term;

8.41.1.2 If County terminates during months 13 through 24 of the Initial Term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the Initial Term; and

8.41.1.3 If County terminates during months 25 through 36 of the Initial Term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the Initial Term.

- 8.41.2** Termination for Default under Paragraph 8.42 (Termination for Default), County shall not be obligated to pay any early termination fees under this Paragraph 8.41.1
- 8.41.3** If the County has previously issued a notice of termination for default under Paragraph 8.42 (Termination for Default) and it is later determined that the Contractor was not in default or that the default was excusable, no additional notice of termination shall be required. Such termination shall be deemed a termination for convenience as of the original termination date.
- 8.41.4** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
 - 8.41.4.1 Stop work on the date and to the extent specified in the notice; and
 - 8.41.4.2 Complete performance of such part of the work not terminated.
- 8.41.5** The Contractor shall retain all material including books, records, documents, or other evidence bearing on costs and expenses incurred under this Contract in accordance with Paragraph 8.38 (Record Retention and Inspection – Audit Settlement).
- 8.41.6** The Contractor shall promptly submit all invoices for the Solution and Services incurred prior to the effective date of termination, in accordance with Paragraph 8.54 (Effect of Termination).
- 8.41.7** The County shall pay the Contractor for all undisputed portions of the Solution and services delivered prior to the Contractor's receipt of the termination notice. The County shall not be entitled to any refund or offset of previously paid license or other fees.

8.42 Termination for Default

- 8.42.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
 - 8.42.1.1 Contractor has materially breached any provision this Contract and fails to cure such breach within 30 calendar days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such breach; or
 - 8.42.1.1 Contractor fails to timely provide in accordance with the Project Schedule (and subject to any delay notices provided under Paragraph 8.30 (Notice of Delays) and/or fails to perform any task, deliverable, service, SaaS Service, or other

Professional Service in accordance with the Statement of Work, including any Acceptance Criteria, and fails to cure such failure within 30 calendar days (or such longer period as the County may authorized in writing) after receipt of written notice from the County specifying such failure.

- 8.42.2 Upon receipt of written notice of breach or failure from the County, the Contractor shall provide a written response within ten (10) calendar days. Except as otherwise provided, the Contractor shall cure the material breach or failure within thirty (30) calendar days of receipt of such notice, unless a shorter or longer cure period is expressly provided in this Contract or agreed to in writing by both parties.
- 8.42.3 In the event of termination under this Paragraph, the County may procure goods and services similar to those terminated, upon such terms as it deems appropriate.
- 8.42.4 The Contractor shall not be liable for excess costs or default if the failure to perform arises from causes beyond its control and without its fault or negligence, including but not limited to acts of God, public enemy, government acts, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather. If caused by subcontractor default beyond the control and fault of both Contractor and subcontractor, and if alternative goods or services were not obtainable in time, Contractor shall not be liable.
- 8.42.5 If, after termination notice, it is determined that the Contractor was not in default or that the default was excusable under this Paragraph, the termination shall be deemed a termination for convenience pursuant to Paragraph 8.41 (Termination for Convenience), and the rights and obligations of the parties shall be adjusted accordingly.
- 8.42.6 Upon termination for default, the County shall pay the Contractor for all undisputed work performed and expenses incurred prior to the termination date. Payment for disputed amounts will be resolved in accordance with the contract's Dispute Resolution Process.
- 8.42.7 The rights and remedies of the County under this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 Termination for Improper Consideration

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County

officer, employee, or agent with the intent of securing the 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 the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.43.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

- 8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.44.1.1 Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.44.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code and such proceeding has not been dismissed within 90 days;
 - 8.44.1.3 The appointment of a Receiver or Trustee for the Contractor;
or
 - 8.44.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 8.44.3 In the event of termination for insolvency, Contractor may seek payment consistent with Paragraph 8.42.6.

8.45 Restrictions on Lobbying

8.45.1 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.

8.45.2 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract, either for material breach under Paragraph 8.42 (Termination for Default) of this Contract or for convenience under Paragraph 8.41 (Termination for Convenience) of this Contract.

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity and Severability

8.47.1 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

8.47.2 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.

8.48 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 Warranty Against Contingent Fees

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 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 that 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](#).

8.51 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 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will 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 (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.52 Time Off for Voting

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of 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 [Section 14000](#).

8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the 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 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.54 Effect of Termination

8.54.1 In the event that County terminates this Contract in whole or in part as provided herein, or upon expiration of the Contract, as applicable, then, unless otherwise specified by the County in writing:

- 8.54.1.1 Contractor and County shall continue the performance of this Contract to the extent not terminated, and depending on the nature of the termination;
 - 8.54.1.2 Notwithstanding Paragraph 8.54.1.1, Contractor shall stop Work under this Contract on the date and to the extent specified in the termination notice, as applicable, and provide to County all completed Work and Work in progress, in a media reasonably requested by County, as appropriate under the circumstances of termination; and
 - 8.54.1.3 Contractor shall promptly return to County any and all County Materials that relate to that portion of the Contract terminated by County.
 - 8.54.1.4 County will pay to Contractor all sums due and payable to Contractor for services performed in accordance with this Contract through the effective date of such expiration or termination (prorated as appropriate).
 - 8.54.1.5 Within 30 days of notification of termination of this Contract, Contractor shall provide County with a complete, portable, and secure copy of all County Data, in a mutually agreed upon format.
- 8.54.2 Notwithstanding the foregoing upon termination by County for default pursuant to Paragraph 8.42 (Termination for Default) or for insolvency pursuant to Paragraph 8.44 (Termination for Insolvency), Contractor shall be paid by County for all work Accepted by County through the effective date of termination, subject to any offsets and remedies due to County for Contractor's breach under this Contract, and 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.
- 8.54.3 Contractor shall reasonably cooperate with County in the transition of County to a new solution, in accordance with the mutually agreed upon scope via a Change Order, 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. 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 in the Change Order referenced above.
- 8.54.4 For 90 days prior to the expiration date of this Contract, or upon notice of termination of this Agreement, (in this subparagraph "Transition Period") Contractor shall assist the County in extracting and/or transitioning all County Data in the format agreed upon on

Subparagraph 8.54.1.2 of this Contract. The Transition Period may be modified as agreed upon in writing by the parties in a Change Order.

- 8.54.5 It is understood and agreed by the parties if, Contractor is required to work with a County-designated third party in transitioning County Data or County to another system, then Contractor may require the third party to enter into a non-disclosure agreement in order to protect Contractor's intellectual property.

8.55 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

The 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/>). The 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. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the 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 the Contractor to termination of contractual agreements as well as civil liability.

8.57 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 will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.58 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.59 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

9.1.1 Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

9.1.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents',

access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.2 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.

9.3 Federal Access to Records

If, and to the extent that Section 1861 (v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of Services under this 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 (\$10,000) or more over a twelve month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

9.4 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 Paragraph 1 (County Key Personnel) of Exhibit D (County's Administration).

9.5 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.

9.6 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.

9.7 Re-Solicitation of Bids and Proposals

9.7.1 Contractor acknowledges that's, 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 contemplated under this Contract. County shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

9.7.2 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.

9.8 Compliance with County's Women in Technology Hiring Initiative

At the direction of the Board, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: WITProgram@isd.lacounty.gov.

10.0 ADDITIONAL INFORMATION TECHNOLOGY (IT) PROVISIONS

10.1 Ownership

10.1.1 County Materials

All County Materials and Data are and remain the sole property of County.

10.1.1 Solution

The Tyler Software and related documentation provided by Contractor to County pursuant to this Contract, is and remains 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 3.1 (License and SaaS Services) above.

10.1.2 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 Solution provided by Contractor, including any derivative works and work papers. Derivative works do not include any County Materials.

10.2 Documentation

At no additional charge to County, Contractor will provide or make available to County all Documentation. If the Documentation is revised or supplemented at any time, Contractor will promptly provide or make available to County a copy of such revised or supplemental Documentation, at no additional cost to County. County may, at any time, reproduce copies of all Documentation and other materials provided or made available by Contractor, distribute such copies to County personnel or County designees and Users of the Solution, and incorporate such copies into its own technical and user manuals, provided that such reproduction relates to County's and Users' use of the Solution as permitted in this Contract, and all copyright and trademark notices, if any, are reproduced thereon. Contractor will provide or make available to County all Documentation in electronic form.

10.3 Third Party Product (If applicable)

10.3.1 Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.

10.3.2 Third-Party Software. Your rights under this Contract may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.

10.3.3 Third Party Products Warranties.

10.3.3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.

10.3.3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.

10.3.3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.

10.3.4 Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

1. The Data & Insights SaaS (Citizen Connect) Services may provide you with functionality to make all or part of Client Data available to the general public through one or more public facing websites. If the functionality is provided, then Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users (“Public User”) of Client Data, and the enforcement thereof. Client is responsible to ensure all Users comply with the terms and conditions of this Amendment. Once an internal user makes Client Data publicly available using the Data & Insights SaaS Services, Tyler has no control over a Public User’s use, distribution, or misuse of Client Data. Tyler has no liability or obligation to indemnify for such usage. If the Data & Insights SaaS Services provide you with this functionality, then Users have the ability within the Data & Insights SaaS Services to remove the public permissions applied to Client Data.

10.4 Acceptance

10.4.1 Acceptance Criteria and Acceptance Tests

Acceptance Tests, if any, shall be conducted as set forth in the Statement of Work, and according to any acceptance criteria therein. .

10.4.2 Production Use

The Tyler Software will be ready for production use when the County Project Director, or his or her designee, approves in writing the Solution for use by the County and its Users in accordance with the Statement of Work (Exhibit A) and the Service Level Agreement and Support Call Process (Exhibit B). For the avoidance of doubt, the parties

acknowledge and agree that Acceptance of the Solution shall be governed by the terms of the Statement of Work (Exhibit A) and the

10.4.3 Final Acceptance

“Final Acceptance” will occur as set forth in the Statement of Work.

10.4.4 Failed Testing

Subject to the Statement of Work, if the County’s Project Director makes a good faith determination at any time that the Solution (as a whole, or any component thereof), SaaS Services, Professional Services, deliverables, and/or tasks has not successfully completed Acceptance or has not achieved Final Acceptance (collectively referred to for purposes of this Sub-paragraph (Failed Testing) as “**Designated Test**”), the County’s Program Director will promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the Solution, Services, Deliverables, and/or tasks failed to pass the applicable Designated Test. Contractor will immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Solution, Services, Deliverables, tasks, and/or Solution to be ready for retesting. Contractor will notify the County’s Program Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test will begin again. Contractor in writing either: (i) of the successful completion of such Designated Test.

10.5 Integration

Contractor represents and warrants that the Tyler Software components are capable of interconnecting and/or interfacing with each other and such other County systems as identified in the Contract, either through integration or, as applicable, industry standard interface protocols, and when taken together, the Solution components and such County systems will be capable of delivering the functionality needed by County to meet its information systems requirements as set forth in this Contract. Future interoperability requirements will be addressed by amendments to the Contract.

10.6 Disabling Device

Contractor represents and warrants that Contractor will not intentionally cause any unplanned interruption of the operations of, or accessibility to the Tyler Software 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 Confidential Information or of causing any unplanned interruption of the operations of, or accessibility of the Tyler Software or any component to County or any user of which

could alter, destroy, or inhibit the use of the Tyler Software or any component, or the data contained therein (collectively, "Disabling Device(s)"), which could block access to or prevent the use of the Tyler Software or any component by County or users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any Tyler Software component provided to County under this Contract, nor will Contractor knowingly permit any subsequently delivered or provided Tyler Software component to contain any Disabling Device.

10.6.1 Unplanned Interruption

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

10.7 Other Warranties

10.7.1 Other Warranties

During the term of this Contract, Contractor will not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the Tyler Software in accordance with the Contract. Notwithstanding the foregoing, County prior written consent in the event of an assignment, merger, or purchase of substantially all of Contractor's assets is required only as is set forth in Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions). This Contract and the Tyler Software 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. County is entitled to use the Solution without interruption, subject to the terms of this Contract. As of the date furnished, no statement contained in writing in the response to the request for proposals for the Tyler Software contains any untrue statements about the prior experience or

corporate description of Contractor or omits any fact necessary to make such statement not misleading.

10.7.2 Intellectual Property

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

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

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

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

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

10.7.3 County's exclusive remedy for a violation of this Intellectual Property paragraph shall be the Remedial Acts.

10.8 Software as a Service (SaaS) Requirements

Contractor will comply with Exhibit J (Software as a Service Requirements) and will be required to certify that they are in full compliance with the provisions of the SaaS Requirements and will maintain compliance during the Contract Term. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor ([Los Angeles County Code, Chapter 2.202](#)).

10.9 Information Security and Privacy Requirements

Contractor will comply with Exhibit K (Information Security and Privacy Requirements) and will be required to certify that they are in full compliance with the provisions of the Information Security and Privacy Requirements and will maintain compliance during the Contract Term. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of

debarment proceedings against the non-compliant Contractor ([Los Angeles County Code, Chapter 2.202](#)).

10.10 Worldpay Integration Requirements

Contractor will comply with Exhibit L (Worldpay Integration Requirements) and will be required to certify that they are in full compliance with the provisions of the Worldpay Integration Requirements and will maintain compliance during the Contract Term. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor ([Los Angeles County Code, Chapter 2.202](#)).

11.0 Survival

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.3	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Changes Notices and Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Contractor Performance during Civil Unrest and Disaster; Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification; Disclaimer and Limitation of Liability
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.33	Notices
Paragraph 8.37	Record Retention and Inspection-Audit Settlement
Paragraph 8.41	Termination for Convenience
Paragraph 8.42	Termination for Default

Paragraph 8.47	Validity and Severability
Paragraph 8.48	Waiver
Paragraph 8.57	Prohibition from Participation in Future Solicitation
Paragraph 8.59	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 10.1	Ownership
Paragraph 11.0	Survival

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR

Tyler Technologies, Inc.

By 
_____ Erik Graney _____
Name
_____ Senior Corporate Attorney _____
Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

EDWARD YEN

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

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

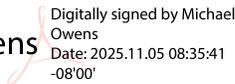
By 
_____ Michael Owens _____
Senior Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK AND ATTACHMENTS



Los Angeles County

SOW from Tyler Technologies, Inc.

7/24/2025

Presented to:
Dennis Slavin
320 W Temple St
Los Angeles County, CA 90012

Contact:
Andrew Meyer
Email: Andrew.Meyer@TylerTech.com
1 Tyler Drive, Yarmouth, Maine 04096

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is a provider of integrated software and technology services focused solely on the public sector. Tyler previously provided Los Angeles County with on-premises Electronic Permitting and Inspections – County of Los Angeles (“EPIC-LA”) software. The parties now desire to convert EPIC-LA Services to a Software-as-a-Service (“SaaS”) under this Contract.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Contract between Tyler and the Los Angeles County (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- SaaS Flip (Migration Plan - Attachment A)
- Implement Env. Health and Fire Prevention Mobile
- Consolidate users and processes

1.3 Methodology

This is accomplished by the Los Angeles County and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Los Angeles County’s complexity and organizational needs.



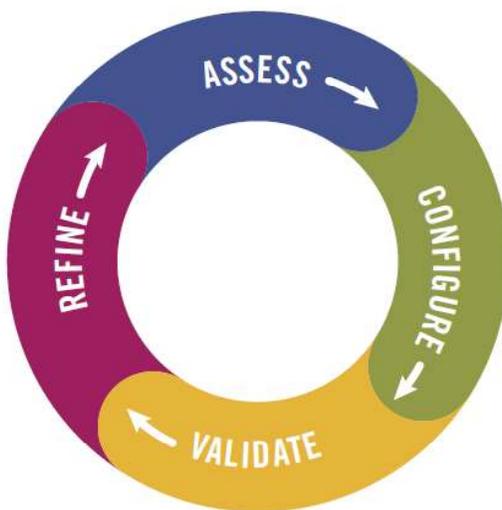
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Los Angeles County and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Los Angeles County and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Los Angeles County's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



Part 2: Project Foundation

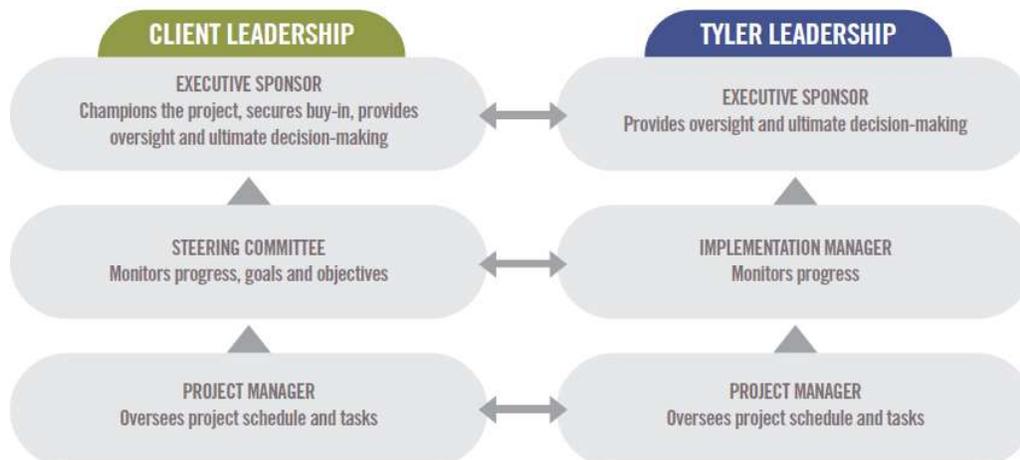
2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the Los Angeles County collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Los Angeles County Steering Committee become the escalation points to triage responses prior to escalation to the Los Angeles County and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Los Angeles County and Tyler executive sponsors serve as the final escalation point.

Project Governance Relationships



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final Contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Los Angeles County; for example, the Los Angeles County may decide it no



longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Los Angeles County, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Los Angeles County will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Los Angeles County). Any changes to the Project scope, budget, or timeline must be documented and approved in writing in accordance with Contract Section 8.1 (Change Notices and Amendments). These approved changes will serve as formal amendments to the Statement of Work and shall override any conflicting provisions with the original SOW.

4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Los Angeles County office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Los Angeles County will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Los Angeles County feedback and approval on Project deliverables will be critical to the success of the Project. The Los Angeles County project manager will strive to gain deliverable and decision approvals from all authorized Los Angeles County representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Los Angeles County department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

County shall retain from each implementation Deliverable payment for each Stage, ten percent (10%) of the payment ("Withhold(s)") as part security for the fulfillment of the Contract by the Contractor to achieve Final Acceptance of the Solution System for each Stage. The Withholds for each Stage will be payable to the Contractor following Final Acceptance of the Solution System for each Stage, subject to any adjustment for any amounts arising under this Contract owed to County by Contractor.

The following process will be used for accepting Deliverables and Control Points:

- Tyler must submit final Acceptance Certificate with each Stage Deliverable submitted to the County for approval. This certificate must confirm the following:
 - A. Successful completion of implementation and that Tyler has completed all work necessary for the SaaS Solution System to be available for Production Use by all Users;
 - B. Any deficiencies identified by Tyler or County during the Stage have been corrected by Tyler in accordance with this SOW;
 - C. All corrections of such Deficiencies have been approved by County's Project Director; and



- D. Following County's Project Director's approval of all such corrections, the Solution System has performed for thirty (30) consecutive days in compliance with the Specifications, including all performance requirements.
- The Los Angeles County shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Los Angeles County does not provide acceptance or acknowledgement within ten (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
 - If the Los Angeles County does not agree the Deliverable or Control Point meets requirements, the Los Angeles County shall notify Tyler project manager(s), in writing, with reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
 - Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Los Angeles County shall then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Los Angeles County does not provide acceptance within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Los Angeles County and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Los Angeles County, but are roles defined within the Project. It is common for individual resources on both the Tyler and Los Angeles County project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Los Angeles County's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Los Angeles County's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and



outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Los Angeles County management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.

- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Los Angeles County, the Tyler Project Manager provides regular updates to the Los Angeles County Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates Contract compliance throughout the Project.
- Ensures Deliverables meet Contract requirements.
- Acts as primary point of contact for all Contract and invoicing questions.
- Prepares and presents Contract milestone sign-offs for acceptance by the Los Angeles County project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the Los Angeles County project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Los Angeles County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Los Angeles County any items that may impact the outcomes of the Project.
- Collaborates with the Los Angeles County's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Los Angeles County's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Los Angeles County and Tyler, in understanding the goals, objectives, status, and health of the Project.



5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Los Angeles County through software validation process following configuration.
- Assists during Go-Live process and provides support until the Los Angeles County transitions to Client Services.
- Facilitates training sessions and discussions with the Los Angeles County and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the Los Angeles County.
- Loads Los Angeles County provided GIS data into the system.

5.2 Los Angeles County Roles & Responsibilities

Los Angeles County resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Los Angeles County Executive Sponsor

The Los Angeles County executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation,



but does not participate in day-to-day Project activities. The executive sponsor empowers the Los Angeles County steering committee, project manager(s), and functional leads to make critical business decisions for the Los Angeles County.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Los Angeles County Steering Committee

The Los Angeles County steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Los Angeles County project manager and Project through participation in regular internal meetings. The Los Angeles County steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Los Angeles County steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Coordinates team participation in steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Los Angeles County Policies
 - Needs of other client projects

5.2.3 Los Angeles County Project Manager

The Los Angeles County shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Los Angeles County Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Los Angeles County project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Los Angeles County project manager(s) are responsible for reporting to the Los Angeles County steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates Contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet Contract requirements.
- Acts as primary point of contact for all Contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.



5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Los Angeles County project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Los Angeles County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Los Angeles County staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Los Angeles County resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Los Angeles County technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Los Angeles County Functional Leads

- Makes business process change decisions under time sensitive conditions.



- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Los Angeles County project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Los Angeles County resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 Los Angeles County Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the Los Angeles County business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Los Angeles County staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Los Angeles County End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.



- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Los Angeles County Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Los Angeles County third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Los Angeles County's Legacy System per the conversion schedule set forth in the project schedule.

5.2.7.1 Los Angeles County GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Los Angeles County GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 Los Angeles County Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Los Angeles County's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Los Angeles County and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Los Angeles County Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the Los Angeles County.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 Infrastructure Planning	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Stakeholder Meeting	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 GIS Planning*	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the Contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Los Angeles County with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. The Los Angeles County gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Los Angeles County’s team. During this step, Tyler will work with the Los Angeles County to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Los Angeles County project team.

STAGE 1	Initial Coordination																
	Tyler							Los Angeles County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Los Angeles County project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the Los Angeles County		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						



STAGE 1	Project/Phase Planning																
	Tyler							Los Angeles County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Project Management Plan (*PMP)	Delivery of document
Project Operational Plan (*POP)	Delivery of document
Initial Project Schedule	Los Angeles County provides acceptance of schedule based on resource availability, project budget, and goals.

*PMP includes Scope Management Plan, Communicate Plan, Resource Management Plan, Quality Management Plan, Risk Management Plan

*POP includes Future Design State Plan, Training Plan, Data Conversion Plan, Solution Validation Plan, Production cutover Plan

Work package assumptions:

- Los Angeles County has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Contract. The Los Angeles County is responsible for the installation, setup and maintenance of all peripheral devices.



Objectives:

- Ensure the Los Angeles County’s infrastructure meets Tyler’s application requirements.
- Ensure the Los Angeles County’s infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler							Los Angeles County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Initial Infrastructure Communication		A	R		C		C				C						C
Schedule Environment Availability		A	R				C				I						

Inputs	Initial Infrastructure Requirements
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Los Angeles County Acceptance of Requirements

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Los Angeles County Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Los Angeles County team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.



STAGE 1	Stakeholder Meeting																
	Tyler								Los Angeles County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Contract
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Planning

GIS data is a core part of many Tyler applications. Other Los Angeles County offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all Los Angeles County GIS data sources and formats.
- Tyler to understand the Los Angeles County’s GIS needs and practices.
- Ensure the Los Angeles County’s GIS data meets Tyler product requirements.



STAGE 1	GIS Preparation																
	Tyler							Los Angeles County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Los Angeles County is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Los Angeles County
- Stakeholder meeting complete



- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Los Angeles County business processes. This information will be used to identify and define business processes utilized with Tyler software. The Los Angeles County collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Los Angeles County team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Los Angeles County team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Los Angeles County for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler							Los Angeles County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.



The Los Angeles County and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Los Angeles County will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Los Angeles County’s responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																	
	Tyler							Los Angeles County										
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads	
	Current State process review			A	R	I	I	I				C	C	C	C			C
	Discuss future-state options			A	R	C	C	C				C	C	C	C			C
	Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
	Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Los Angeles County current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Los Angeles County Acceptance of document



Work package assumptions:

- Los Angeles County attendees possess sufficient knowledge and authority to make future state decisions.
- The Los Angeles County is responsible for any documentation of current state business processes.
- The Los Angeles County can effectively communicate current state processes.

6.2.3 This work package is not applicable.

6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler							Los Angeles County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Los Angeles County Source data
	Los Angeles County Source data Documentation (if available)



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Los Angeles County Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the Los Angeles County representatives to identify business rules before writing the conversion.
- Los Angeles County subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.5 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.

Assess & Define Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Los Angeles County against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The Los Angeles County can access the software.



STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Los Angeles County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software for Included Environments			A				R				I						C
Install Licensed Software on Los Angeles County Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables	
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Los Angeles County Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The Los Angeles County will provide network access for Tyler modules, printers, and Internet access to all applicable Los Angeles County and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Los Angeles County to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Los Angeles County collaborates with Tyler staff iteratively to validate software configuration.



Objectives:

- Software is ready for validation.
- Educate the Los Angeles County Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler							Los Angeles County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Los Angeles County configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The Los Angeles County is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Los Angeles County users on how to execute processes in the system to prepare them for the validation of the software. The Los Angeles County collaborates with Tyler staff iteratively to validate software configuration options to support future state.



Objectives:

- Ensure that the Los Angeles County understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler							Los Angeles County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Los Angeles County Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Los Angeles County-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Los Angeles County-specific process documentation (completed by Los Angeles County)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the Los Angeles County’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Los Angeles County will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Los Angeles County to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).



STAGE 3	Data Delivery & Conversion																
	Tyler							Los Angeles County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R						I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The Los Angeles County will provide a single file layout per source system as identified in the investment summary.
- The Los Angeles County subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Los Angeles County project team will be responsible for completing the code mapping activity, with assistance from Tyler.



6.3.5 This work package is not applicable.

6.3.6 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Los Angeles County team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Los Angeles County to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Los Angeles County verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Los Angeles County organization is ready to move forward with go-live and training (if applicable).



STAGE 4	Solution Validation																
	Tyler							Los Angeles County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
* Perform required follow-up on issues			A	R	C						C	C		C			
* Tyler will responsible for all configuration owned by Tyler, to include but not limited to, conversion, configuration, reports, etc.																	

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Los Angeles County updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the Los Angeles County will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Los Angeles County has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Los Angeles County will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.



- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Los Angeles County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Los Angeles County Acceptance of Updated Action plan and Checklist for go-live

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users no more than 21 calendar days prior to the scheduled Go-Live date. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop Los Angeles County specific business process documentation. Los Angeles County-



led training labs using Los Angeles County specific business process documentation if created by the Los Angeles County can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The Los Angeles County is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler							Los Angeles County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Los Angeles County-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Los Angeles County signoff that training was delivered

Work package assumptions:

- The Los Angeles County project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Los Angeles County as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Los Angeles County departments.
- The Los Angeles County will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.



Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Los Angeles County will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Los Angeles County to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Los Angeles County and Tyler will complete work assigned to prepare for Go-Live.

The Los Angeles County provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Los Angeles County manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Los Angeles County during Go-Live activities. The Los Angeles County transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

The existing on-premises system (EPIC-LA Legacy System) shall remain operational and fully supported until the SaaS solution is implemented and live.Objectives:

- Execute day to day processing in Tyler software.
- Los Angeles County data available in Production environment.



STAGE 5	Go-Live																
	Tyler							Los Angeles County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Los Angeles County confirms data is available in production environment

Work package assumptions:

- The Los Angeles County will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Los Angeles County business processes required for Go-Live are fully documented and tested.
- The Los Angeles County Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Los Angeles County Project Team and Power User’s provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition



of the Los Angeles County onto the Tyler Client Services team, who provides the Los Angeles County with assistance following Go-Live, officially transitioning the Los Angeles County to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Los Angeles County teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler							Los Angeles County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer Los Angeles County to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.



- Ensure issues have been resolved or are planned for resolution before phase or project close.
- The Contractor shall monitor the production system for at least thirty (30) consecutive days following cutover and correct defects, performance, and business process issues of any kind that are identified or occur after cutover, within those 30 consecutive days.
- The Contractor shall provide escalated support for the first 10 business days of the cutover to ensure timely response and address any issues that arise during the cutover.
-

STAGE 5	Post Go-Live Activities																
	Tyler							Los Angeles County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.



- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Los Angeles County transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Los Angeles County for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the Los Angeles County teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler							Los Angeles County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Los Angeles County
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	



Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Los Angeles County may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Los Angeles County teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Contract are delivered.

STAGE 6	Project Close Out																
	Tyler								Los Angeles County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Los Angeles County and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						



Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Los Angeles County acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented, assigned and given a release date.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the Los Angeles County will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Contract. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Contract has been fully executed.
- The Los Angeles County Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Contract will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Los Angeles County project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.



- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Los Angeles County is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Los Angeles County to make process changes.
- The Los Angeles County is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Los Angeles County is responsible for managing Organizational Change. Impacted Los Angeles County resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Los Angeles County resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Los Angeles County resources will participate in scheduled activities as assigned in the Project Schedule.
- The Los Angeles County team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Los Angeles County will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Los Angeles County will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Los Angeles County makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Los Angeles County will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Los Angeles County will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Los Angeles County is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.



- Tyler will work closely with the Los Angeles County representatives to identify business rules before writing the conversion. The Los Angeles County must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The Los Angeles County will provide the Legacy System data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Los Angeles County Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Los Angeles County is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The Los Angeles County will provide dedicated space for Tyler staff to work with Los Angeles County resources for both on-site and remote sessions. If Phases overlap, Los Angeles County will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Los Angeles County will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Contract	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes



Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the Legacy System will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the Legacy System and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]
Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler’s existing software to provide features or functions to meet individual client requirements documented within the scope of the Contract.
On-site	Indicates the work location is at one or more of the client’s physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.



Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the Contract and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler’s physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Contract.
Solution	The contracted for Software-as-a-Service software product(s) and related Services resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies per the Contract requirements.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	This document which provides supporting detail to the Contract defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1 Data Conversion Process for Enterprise Permitting & Licensing Enterprise Server

9.1.1 Overview

This document is an introduction to the SQL Server EG_Template database and how to populate it. The Full Conversion is the same process, as the Templated. However, with the Full Conversion option, Tyler is responsible for the data import instead of the client.

9.1.2 Modularized Design

As with the Enterprise Permitting & Licensing software, the EG_Template db is sectioned into modules. Each contains one master table at the top of the chain (ex. 'permit' for the Permit module). Within each module, various child tables branch below the master table for the associated module (ex. 'permit_address', 'permit_note', etc.).

Some tables cross multiple modules. The most notable of these involve inspections and payment transactions.

The EG_Template database includes database diagrams, which indicate the tables and their relationships to each module.

9.1.3 Required Fields

In the Enterprise Permitting & Licensing software, some fields are "Required Fields," and the associated columns must be populated for records to be written to the Enterprise Permitting & Licensing db. On occasion, these required fields will not be available in the legacy source data, so a simple default value can be written to the EG_Template db to fulfill any NOT NULL constraint.

Dropdown picklist columns restrict the user from entering certain values in the Enterprise Permitting & Licensing db. Conversely, drop-down fields do not have a restriction on values written to the EG_Template db. Therefore, exact spelling or careful matching to the Enterprise Permitting & Licensing configured values is not a requirement for fields intended for Enterprise Permitting & Licensing drop-down fields. Tyler maps the values through a separate table to translate the values to the appropriate Enterprise Permitting & Licensing value during conversion and collaborates with the Los Angeles County to validate the resulting mappings during the development phase of the conversion.

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

Most legacy systems have some attribute fields that are not specified in the corresponding master table within EG_Template. Tyler refers to these as custom fields. Within each module exists a child table for such custom fields. Since these fields are specific to the Legacy System, the Los Angeles County may add columns



to these tables in EG_Template to accommodate any needed custom fields in the migration. For example, 'permit_additional_fields' is the table for extra fields relating to the 'permit' records.

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

On occasion, legacy systems contain special features for which Enterprise Permitting & Licensing does not account in the EG_Template db. As a result, the need may arise to develop a modified solution to address special cases.

9.1.6 Contacts

Contacts generally fall into two categories:

1. Those managed with each person/company having one contact record, kept up to date over time. With this model, there is generally no duplication of contact records (except when created by mistake).
2. Contacts where the user enters the contact attribute info on each permit, case, license, etc. With this model, there is no single master record representing the contact itself and there is likely considerable duplication of contacts.

Enterprise Permitting & Licensing stores contacts as in category 1 above. Tyler migrates contacts put into EG_Template without a master 'contact' record link (category 2 above) into custom field memo boxes to avoid duplication of contacts within the Enterprise Permitting & Licensing contact repository. For example, when populating the permit contacts, for contacts in category 1, input the record into the 'permit_contact' table. Input contacts for category 2 into the 'permit_contact_no_key' table.

9.1.7 Multiple Legacy Data Sources

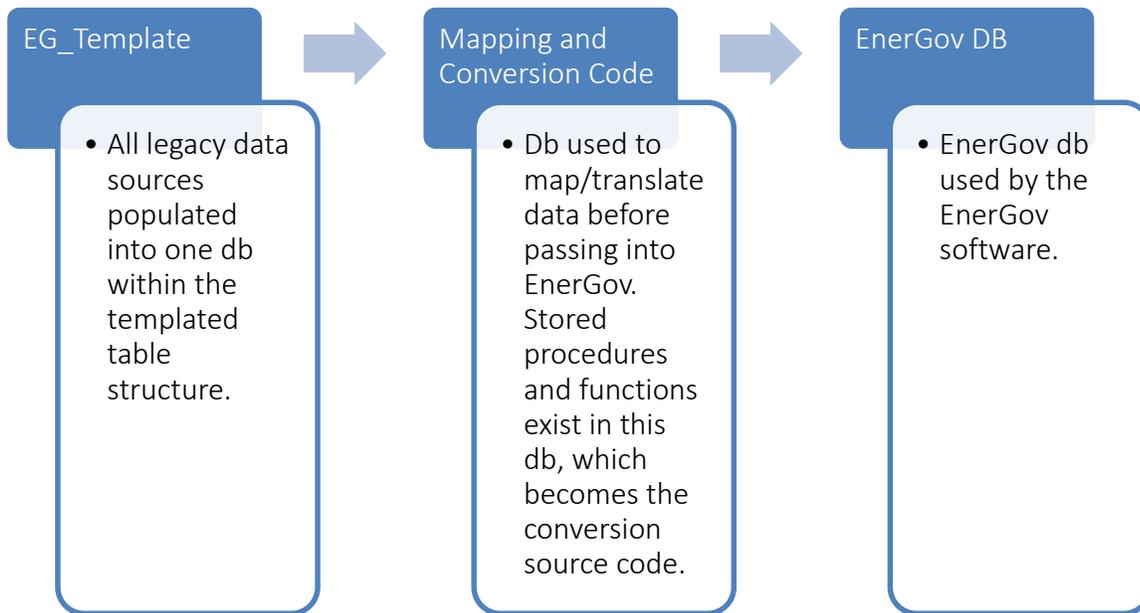
When presenting multiple data sources, ensure population of EG_Template for all data sources. At the main table level, an optional column exists for the legacy data source. Tyler provides this column to easily count or research records originating from a particular legacy data source.

9.1.8 Overall Architecture of Conversion

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

1. EG_Template (for legacy data)
3. Enterprise Permitting & Licensing (the production Enterprise Permitting & Licensing db)
4. A database containing all conversion processes and mapping tables; maintained by Tyler's data conversion team. This db translates the data from EG_Template into the Enterprise Permitting & Licensing db.





9.1.9 Progression of Conversion Development Process

Step	Step Name	Responsible Party	Notes
1	Provide empty EG_Template database to client	Tyler	Database format will be SQL Server
2	Load legacy data into template database	Los Angeles County	If there are multiple legacy data sources, all should be loaded into the one template SQL database.
3	Mapping process	Tyler /Los Angeles County	Dependent on completed Enterprise Permitting & Licensing configuration Spreadsheets will be used to communicate mapping values. Mapping questions may arise and both parties may need to discuss these until answers are agreed upon.
4	Import-specific configuration changes to Enterprise Permitting & Licensing	Tyler	Certain fields or values may need to exist for imported records only. These usually require some minor Enterprise Permitting & Licensing configuration changes.
5	Customize conversion scripts	Tyler	Minor customization can be expected for many conversions, based on special requests from client. Any special requests would also be added into the conversion scripts at this time.



6	Conversion execution	Tyler	Resulting Enterprise Permitting & Licensing database will be provided to the Los Angeles County team for review.
7	Review and either sign-off or request changes	Los Angeles County	Los Angeles County team will review the data and the interaction with it in the Enterprise Permitting & Licensing software. If it meets the client's needs, sign-off will occur. If not, certain steps above may need to be repeated until the Los Angeles County signs off on the conversion.

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

Step	Step Name	Responsible Party	Notes
1	Load legacy data into template database	Client	This should just be an up-to-date extract of the legacy data into the template db.
2	Conversion execution	Tyler	Resulting Enterprise Permitting & Licensing database will be provided to Los Angeles County team. This will be the production Enterprise Permitting & Licensing db.
3	Go-Live	Tyler /Client	Verification of Enterprise Permitting & Licensing db and site functionality - Data Conversion sign-off Move to production phase

9.1.11 Data Import Areas

9.1.11.1 Business Management

- Business entity (Only for Business Licensing)
- License master basic information
- License Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note Parcel and Addresses
- Reviews and Approvals – Converted to Activity
- Fees
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Initialized Workflows
- Attachments
- Contractors
- Business Types & NAICS codes
- Payment and Fee History



9.1.11.2 Community Development: Code Cases

- Code Case master basic information
- Code Case Contacts and Properties
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity Active Fees
- Activities and Actions
- Notes
- Holds
- Initialized Workflows
- Attachments
- Violations
 - Fees
 - Payments
 - Notes
- Meetings and Hearings
- Zones
- Requests
- Payment and Fee history

9.1.11.3 Community Development: Permits

- Permit master basic information
- Permit Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Sub-Permit Associations – Visible in workflow and attached records section
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Renewals
- Initialized Workflows
- Attachments
- Contractors
- Projects
- Payment and Fee History



9.1.11.4 Community Development: Plans

- Plan master basic information
- Plan Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Initialized Workflows
- Attachments
- Projects
- Payment and Fee history

10. Additional Appendices

10.1 This work package is not applicable.

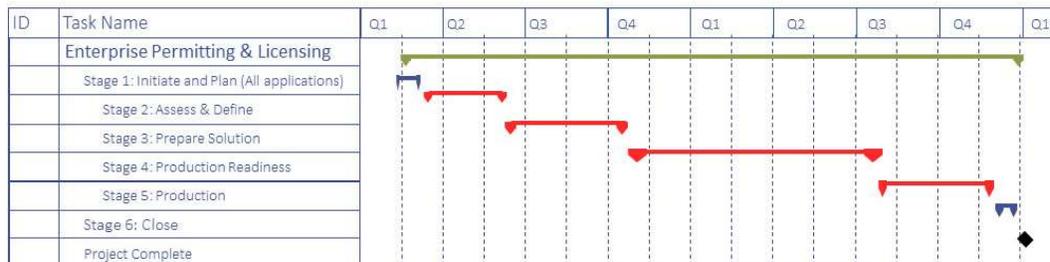


11. Project Timeline

11.1 Enterprise Permitting & Licensing Timeline



Implementation Schedule: Enterprise Permitting & Licensing



example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.



11.2 Fire Prevention Mobile Timeline



Implementation Schedule: Fire Prevention Mobile

ID	Task Name	M-1	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	
	Fire Prevention Mobile		[Timeline bar from M-1 to M6]																
	Stage 1: Initiate and Plan (All applications)		[Start]																
	Stage 2: Assess & Define			[Start]															
	Stage 3: Prepare Solution				[Start]														
	Stage 4: Production Readiness					[Start]													
	Stage 5: Production						[Start]												
	Stage 6: Close							[Start]											
	Project Complete							[End]											

example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.





SaaS Migration Plan

Process for successful migrations

Overview

This document should provide a high-level overview of the key events and tasks required to provide the most efficient migration to Tyler Hosting. This process should be transparent to clients during the sales process and requires account executives to properly assess the client's on-premise environment for risk that might prevent a successful migration.

Enterprise Permitting & Licensing Customer Care

Defining the Process

Task 1: Project Initiation & Planning

- A. The contractor will arrange and schedule a kickoff meeting with the County, the account representative, and the Assist team members responsible for delivery within ten (10) business days after the County's issuance of a Notice to Proceed. A meeting agenda shall be provided and approved by the County's Project Manager prior to conducting the meeting. The kickoff meeting will review customized workflows, integrations, the data to be migrated, and other delivery requirements needed that must be booked through the EnerGov Delivery team and/or Data Services. During this call, a high-level schedule should be discussed, and any schedule concerns should be addressed.
- B. The contractor shall produce a Project Implementation Plan detailing the proposed approach for managing and controlling all project and implementation items such as environments, data, change control, workflows, and the software application. The Project Implementation Plan must include all tasks, subtasks, activities, stakeholders, milestones, deliverables, and resources including outside resources and County resources.

Deliverable 1.1 – Approved kick off meeting agenda

Deliverable 1.2 – Approved Project Implementation Plan

Task 1 – Deliverable Acceptance Criteria

Contractor will carry out the activities described in Task 1 and Deliverables 1.1 and 1.2, which will be reviewed and approved by the Project Manager.

Task 2: Development of SaaS Environment

- A. The Contractor will provide a location for the County to provide a full database backup of the production database, reports, and attachments.
- B. The Contractor will restore all County data, configurations, automations, etc. into SaaS environment. The Contractor is expected to establish appropriate security controls, backup and recovery processes, database tables, reporting software, data warehouse tools, database replication processes, and any other components necessary for production operation.
- C. The Contractor will deploy two environments (one Production and one Non-Production environment).
- D. The contractor will perform a comprehensive test of the deployed environment to ensure a fully functional site before notifying County environments are ready for validations.



- E. The contractor will develop all necessary interfaces/integrations with each other and County systems, but not limited to, WorldPay for payment processing, Bluebeam for markup collaboration, and GIS for mapping functionality. This is not an exhaustive list of interfaces.
- F. Items needing migration to maintain full functionality similar to existing on-premise system include but not limited to:
 - Standard and custom reports developed by Tyler or the County (Crystal and SQL Server Reporting Services (SSRS))
 - All related case types, cases and their configurations
 - System automations
 - Geo Rules and mapping integrations
 - Payment redirects to County partner WorldPay
 - Miscellaneous system configurations
- G. Any existing functionality should be the same in SaaS version as existing system. Any discrepancies will need to be corrected before Production go live.
- H. The contractor shall automatically scale up the SaaS environment based on users, increased workload, etc. with no downtime.

Deliverable 2.1 – Working system as defined and validated by the County on Production and Non-Production environment

Deliverable 2.2 – Interfaces/Integrations Documentation

Task 2 – Deliverable Acceptance Criteria

Contractor will carry out the activities described in Task 2 and Deliverables 2.1 and 2.2, which will be reviewed and approved by the Project Manager.

Task 3: Data Warehouse

The Contractor shall develop a detailed plan for providing the County with incremental database snapshots for internal processes/operation such as dashboards, ad hoc reports, etc. The plan will detail when extracts will be available and in a format that the County can download and update respective County databases. The Contractor shall provide documentations on any database table mapping if flat files are provided for extract, transformation, and loading. The Contractor will provide a sample database extract to validate loading processes.

The Contractor shall provide and maintain secure, documented, and fully supported Application Programming Interfaces (APIs) that enable the County to extract, transfer, and synchronize all County data stored in the Contractor's SaaS environment into the County's designated data platform. Such APIs shall be made available without additional cost, with sufficient throughput to support enterprise use cases, and in a format that preserves data integrity, metadata, and audit history. The Contractor shall



ensure the APIs remain current, functional, and compatible with industry standards for the duration of the contract.

Deliverable 3.1 – Detailed plan of data extraction with data mapping

Deliverable 3.2 – Sample daily incremental database extracts

Task 3 – Deliverable Acceptance Criteria

Contractor will carry out the activities described in Task 3 and Deliverables 3.1 and 3.2, which will be reviewed and approved by the Project Manager.

Task 4: Testing & Validation

- A. The Contractor will perform a comprehensive test of the deployed environment to ensure a fully functional site and provide a detailed report of completed findings to Project Manager.
- B. Each respective system County department will conduct independent testing and validation of the SaaS solution. The contractor will maintain a log and provide contacts for reporting discrepancies needing resolution. Once reported, the contractor will provide an estimated timeline for resolution which must be agreed upon by the County and maintained in the log.
- C. The Contractor shall correct all defects (at no additional cost) if it is currently not exhibited in the existing system or deemed necessary for Production go live.
- D. System performance should be at or exceed current performance measures of current on-premise system. Sample performance measures such as response time and expected functionality output will be utilized, but limited to. The County will report any discrepancies to the contractor for resolution.
 - a. Maximum time to execute a record select and display: 2 seconds or less.
 - b. Maximum time to perform a save record: 2 seconds or less.
 - c. Maximum time to load any user-initiated action: 3 seconds or less
- E. Shall the system not perform as expected, the contractor shall make modifications to achieve expected performance measures.

Deliverable 4.1 – Detailed report of comprehensive testing findings

Deliverable 4.2 – Shared document for testing/validation of discrepancies needing resolution

Task 4 – Deliverable Acceptance Criteria

Contractor will carry out the activities described in Task 4 and Deliverables 4.1 and 4.2, which will be reviewed and approved by the Project Manager.



Task 5: Production Cutover & Fallback Plan

- A. The Contractor and County stakeholders will meet, discuss, and document full cutover plan detailing activity and date/time ensuring minimized downtime. The full cutover plan must be approved by County's Project Manager
- B. The Contractor shall provide a fallback plan in the event the County goes live and needs to revert back to on-premise system. The fallback plan must be approved by County's Project Manager.
- C. The Contractor will provide location for the County to provide latest database snapshot since initial database, reports, and attachments backup for Contractor processing. Tasks shall include:
 - a. Populating reference data, applying all configurations, preparing all required data, interfaces/integrations with external systems, reports, etc into Production system.
 - b. Establishing all appropriate user accounts and security groups
- D. The on-premises system shall maintain full functionality and continued support by the contractor until successful cutover without any material defects.
- E. The Contractor shall ensure a successful cutover and delivery of a fully functional environment with the County managing redirects for any existing public-facing applications, such as Citizen Self Service
- F. The Contractor shall monitor the production system for at least thirty (30) consecutive days following cutover and correct defects, performance, and business process issues of any kind that are identified or occur after cutover, within those 30 consecutive days.
- G. The Contractor shall provide escalated support for the first 10 business days of the cutover to ensure timely response and address any issues that arise during the cutover.
- H. Due to unforeseen circumstances determined by County seen as unfit for go live, the County reserves the right to revert back to on-premise instance until a resolution is implemented/corrected such as critical functionality not working as expected, performance expectations such as response times.

Deliverable 5.1 – Approved cutover plan

Deliverable 5.2 – Approved fallback plan

Task 5 – Deliverable Acceptance Criteria

Contractor will carry out the activities described in Task 5 and Deliverables 5.1 and 5.2, which will be reviewed and approved by the Project Manager.



Task 6: Useability Issues

- A. The County has provided the Contractor with a list of useability issues with descriptions and priority.
- B. The Contractor shall address each useability issue and provide a roadmap resolution for each item presented within the next two (2) Long Term Support release versions
- C. The Contractor shall ensure fixes do not negatively impact the system in any operational manner

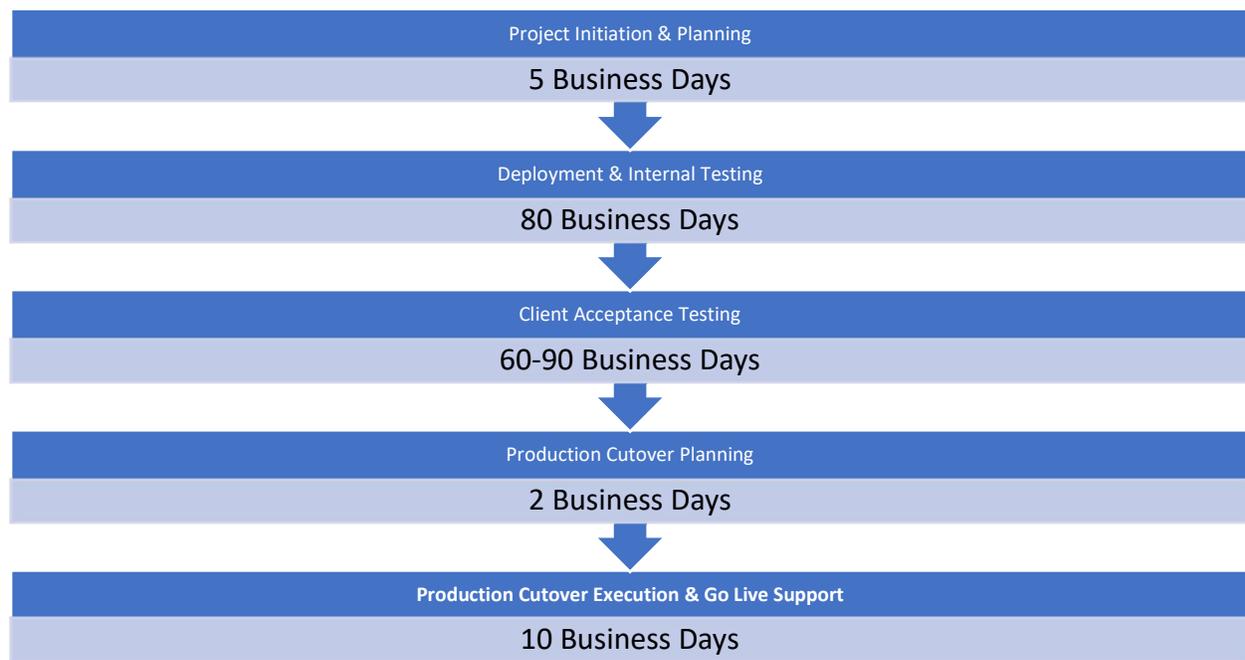
Deliverable 6.1 – Roadmap resolution for useability issue

Deliverable 6.2 – Release of respective versions with fixes to address issues

Task 6 – Deliverable Acceptance Criteria

Contractor will carry out the activities described in Task 6 and Deliverables 6.1 and 6.2, which will be reviewed and approved by the Project Manager.

Sample Timeline



Breakdown of Service Hours by Phase (**non-billable for SaaS flip**)



Phase	Consulting Hours	Project Management Hours	Total
Project Initiation & Planning	8	8	16
Deployment & Internal Testing	16	4	20
Client Acceptance	40	16	56
Production Cutover Planning	0	4	4
Production Cutover Execution & Go-Live Support	80	24	104
Total Service Hours	144	56	200



EXHIBIT B

SERVICE LEVEL AGREEMENT & SUPPORT CALL PROCESS



Exhibit B.1 Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that County have requested Tyler to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present..

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. *Maintenance may not exceed five (5) hours per week, to be performed during Scheduled Downtime. Tyler shall provide a minimum of five (5) business days' written notice for any changes to the maintenance schedule, except in emergencies.*

III. Service Availability

a. Your Responsibilities

Whenever County experience Downtime, County must make a support call according to the procedures outlined in the Support Call Process. County will receive a support case number.



b. Our Responsibilities

When Tyler support team receives a call from County that Downtime has occurred or is occurring, Tyler will work with County to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). Tyler will also work with County to resume normal operations.

IV. Performance Monitoring

Tyler shall monitor and verify Page/Screen Response Times, Starting July 1, 2026, In the event of a reported Performance Deficiency, Tyler shall record measurements for five (5) 24-hour cycles (Business Hours and Off-Business Hours) and provide a written summary report to the County each month.

V. Client Relief / Remedies

Our targeted Attainment Goal is 100%. County may be entitled to credits as indicated in the Client Relief Schedule found below. County's relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, County must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. Tyler will respond to County's relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

c. County Relief

Contractor's targeted Attainment goal is 100%. In the event quarterly Attainment does not meet the targeted Attainment goal, County relief in the form of credit based on a percentage of the SaaS Fees payable during the calendar quarter will apply as follows:

Actual Attainment	County Relief
99.99% - 99.90%	Remedial action will be taken
99.89% - 99.50%	2%
99.49% - 99.00%	4%
98.99% - 98.50%	6%
98.49% - 98.00%	8%
97.99% - 97.50%	10%
97.49% - 97.00%	12%
96.99% - 96.50%	14%
96.49% - 96.00%	16%
95.99% - 95.50%	18%
95.49% - 95.00%	20%

VI. Maintenance Notifications

Tyler performs Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, Tyler will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit B.2 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (3) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration- based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (3) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (4) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (4) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (4) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth



below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	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.	Tyler 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, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler 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, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	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.	Tyler 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, Tyler 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. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler 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, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

EXHIBIT C
INVENTORY SUMMARY, INVOICING & PAYMENT

EXHIBIT C.1
INVESTMENT SUMMARY

EXHIBIT C.1 – INVESTMENT SUMMARY
Pricing Summary

Initial Term: Years 1 – 3				
	Agreement Year(s)	Fixed Amount	Not-to-Exceed Amount*	Totals
Implementation Services:				
Attachment B - SaaS Flip Services	1	\$0	\$0	\$0
Attachment C - EH Public Works	1-2	\$0	\$326,900	\$326,900
Attachment D - Fire Phase 2	1-2	\$0	\$338,299	\$338,299
Attachment E - Fire Phase 3	1-2	\$0	\$21,000	\$21,000
Attachment F - DEO	1-2	\$0	\$193,500	\$193,500
SaaS Fees Attachment A	1	\$2,985,221	\$0	\$2,985,221
	2	\$3,134,482	\$0	\$3,134,482
	3	\$3,291,206	\$0	\$3,291,206
Initial 3 Year Term Totals		\$9,410,909	\$879,699	\$10,290,608
*Tyler EPL Year 1 Credit			**	-\$300,000
TCO for 3 Year Term				\$9,990,608
First Option Term: Years 4-5				
	4	\$3,455,766	\$0	\$3,455,766
	5	\$3,628,555	\$0	\$3,628,555
First Option Term Totals		\$7,084,321	\$0	\$7,084,321
Total Contract Sum				\$17,074,929
10% Contingency				\$1,707,493
Total Contract Sum				\$18,782,422

**Estimates are not-to-exceed without County and Tyler approval.*

*** Tyler is providing the County a one-time credit on SaaS fees of \$300,000.*



Quoted By: Chuck Newberry
 Quote Expiration: 12/31/25
 Quote Name: Tyler SaaS Flip/PW UST/Fire/BOE-Option 3

Sales Quotation For:

LOS ANGELES COUNTY, CA
 DEPT OF TREASURER & TAX COLLECTOR - AP
 PO BOX 7508
 ALHAMBRA CA 91802-7508

Tyler SaaS

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software				
Tyler EPL Enterprise License - LA County		\$ 333,333	1	\$ 4,000,000
Business Management Suite		\$ 5,167	1	\$ 62,000
Community Development Suite		\$ 5,167	1	\$ 62,000
Enterprise Permitting & Licensing Foundation		\$ 3,667	1	\$ 44,000
Environmental Health Suite		\$ 3,083	1	\$ 37,000
Enterprise Permitting & Licensing Extensions				
eReviews		\$ 5,667	1	\$ 68,000
Decision Engine		\$ 4,167	1	\$ 50,000
Citizen Connect - Environmental Health		\$ 2,000	1	\$ 24,000

Environmental Health - CA CUPA and CERS 1-3 Integration	\$ 1,667	1	\$ 20,000
Enterprise Permitting & Licensing Civic Access Credit Card Payment API Toolkit	\$ 458	1	\$ 5,500
SSRS Reporting Access - Per User	\$ 125	1	\$ 1,500
Fire Prevention Mobile			
Company Inspector Mobile (177)	\$ 183	177	\$ 389,400
Inspector Mobile (92)	\$ 178	92	\$ 196,788
Inspector Mobile Plus - Silver (Invoicing Add-On) (92)	\$ 50	92	\$ 55,384
Onboard Codes - ICC (269)	\$ 10	269	\$ 32,280
Fire Prevention Mobile API Access & Support	\$ 183	1	\$ 2,200
Product Integration - Enterprise Permitting & Licensing	\$ 0	1	\$ 0
	Sub-Total:		\$ 5,050,052
	<u>Less Discount</u>		<u>\$ 2,064,831</u>
	TOTAL	1.00	\$ 2,985,221

Summary

	One Time Fees	Recurring Fees
Total SaaS		\$ 2,985,221
Total Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0

Summary Total	\$ 0	\$ 2,985,221
Contract Total	\$ 2,985,221	

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Data loading services include the following: Loading the published fire codes and standards that are in-scope. Loading occupancy data. Assumptions for loading of occupancy data: While there is no limit to the number of occupancy records to be loaded, the line item for Setup and Configuration Services assumes certain minimum requirements. The following requirements must be met for us to load occupancy data: The data must be provided in the form of a spreadsheet or .csv file with each record being a single row in the spreadsheet. A collection of tables from an existing database cannot be accepted. Different types of data can be provided in separate spreadsheets as long as there is a key field/ID linking the spreadsheets together. For example, you can provide address and business name information in one spreadsheet and contact information in a second spreadsheet. But there must be a unique ID that links a contact in the second spreadsheet to the "owning" occupant in the first spreadsheet. Spreadsheets cannot be linked using address or occupant name. These are not considered "keys". If your occupancy data is coming from more than one source, there must be no overlap between the records from each source. Time spent trying to blend together two or more overlapping spreadsheets is not included in this proposal line item. Optional Data Conversion Services: Tyler does not perform any data clean up. This is the responsibility of our client. No parsing, concatenation, etc. will be completed by Tyler. This will need to be done in the legacy system or in the data export prior to providing the data to Tyler's MobileEyes team. Exception: Parsing full street addresses into individual fields for each piece of the address (address, directional prefix, street name, street type, directional suffix, city, state, zip code). Exception: The client can provide multiple spreadsheets of data with records that are linked through a record key assuming the number of spreadsheets is six or less. An example of this would be a separate spreadsheet of contact data with a record key that enables linking of the contacts to the location and occupancy records. No "fuzzy" matching of records – e.g., matching on address or business name – will be done. Data conversion services included: Data mapping – This includes mapping of each field of the customer data to a corresponding field in MobileEyes. Where there is no direct match to a client field, the Tyler project manager will meet with the designated client data decision maker to determine a) whether to load that field, and b) if the decision is to load it, then which MobileEyes field it will be loaded into. Data loading – This includes loading the client data into the MobileEyes Web database per the approved data map. Examples of services considered "data clean up" and therefore, not included: Removal of records from the data set that the client does not want loaded. For example, removing residential records or properties that the Fire Marshal's Office does not inspect. These must be removed by the client from the data set prior to providing the file to Tyler for data mapping. Data manipulation/changing of data that is provided in the export. For example, a field that will become a pick list field in MobileEyes has more unique values than the client wants the pick list to have. (Example, the Section field has 20 unique values represented in the data and the customer wants to consolidate the number of unique values to 10.) We will do a reasonable amount of data clean up, organization, and standardization of your data before loading it, but the department or agency is responsible for the accuracy and completeness of the data. You will have an opportunity to review the data before it is loaded. Optional services not included in the proposal: The following optional services are available and can be priced separately: Data loading of inspection history. Data loading of invoice history. Data loading of permit history.

The Fire Prevention Mobile integration with Enterprise Permitting & Licensing is with the Business Licensing module. The integration with Permitting consists of a joint task list/schedule of fire inspections, plan reviews, and permit inspections.

Tyler will provide the following professional services associated with Fire Prevention Mobile API Access & Support - (1) Access to the Fire Prevention Mobile API, (2) Access to API documentation and to a programmer to answer questions, (3) Access to an online test environment for creation of API calls. Additional programming services and/or changes to the API are not included.

Enterprise Permitting & Licensing Foundation includes GIS for EPL Users, Core Foundation Bundle, Advanced Automation Bundle, Data & Reporting Access, Report Toolkit, EPL API Toolkit and 1 TB of Storage

Business Management Suite includes Civic Access for Business Management and Business Management Executive Insights

Community Development Suite includes Civic Access for Community Development and Community Development Executive Insights

eReviews enables the electronic review and markup process of submitted plans and other documentation within the regulatory process. eReviews also requires third party software either from Avolve's DigEplan (which is sold by Tyler) or Bluebeam (sold separately through Bluebeam resellers) to be purchased.

Environment Health Suite includes Civic Access for Environment Health and Environmental Health Executive Insights

Tyler EPL Licensing:

Tyler will provide an enterprise site license for the departments currently participating in EPIC-LA. The license permits unlimited County users employed by those departments, as well as County personnel in other departments who participate in or support these departmental EPIC-LA workflows, to access the system. The current departments are as follows:

Regional Planning – entitled to unlimited users to **EPL Community Development and Business Management suite** along with any reviewing/inspecting user located in any department that is part of the workflows originating within Regional Planning.

Public Works - entitled to unlimited users to **EPL Community Development and Business Management suite** along with any reviewing/inspecting user located in any department that is part of the workflows originating within Public Works.

Public Works Environmental Health (new) - entitled to unlimited users to **EPL Environmental Health suite** along with any reviewing/inspecting user located in any department that is part of the workflows originating within Public Works.

Parks and Rec - entitled to unlimited users to **EPL Community Development and Business Management suite** along with any reviewing/inspecting user located in any department that is part of the workflows originating within Parks and Rec.

Fire Department - entitled to unlimited users to **EPL Community Development and Business Management suite** along with any reviewing/inspecting user located in any department that is part of the workflows originating within Fire.

TTC - entitled to unlimited users to **EPL Community Development and Business Management suite** within TTC along with any reviewing/inspecting user located in any department that is part of the workflows originating within TTC.

DEO (new) - entitled to unlimited users to **EPL Environmental Health suite** within DEO along with any reviewing/inspecting user located in any department that is part of the workflows originating within DEO.

Fire Prevention Mobile product

Includes **named user** access to the Named user breakdown as follows:

Inspector Mobile: 92
Inspector Mobile Plus – Silver (Invoicing Add-On): 92
Company Inspector Mobile: 177
Onboard Codes – ICC: 269

****Any department not specifically listed above would require evaluation by Tyler / LAC for access to the EPL licensing on a case-by-case scenario.***

Tyler will provide the existing on-prem storage "Free of Charge" and provide the County an additional 5TB of storage per year to support growth and expansion of the Tyler EPL system.



Quoted By:
Quote Expiration:
Quote Name:

Andrew Meyer
12/31/25
SaaS Flip Services - Non-Billable
Current EPL Depts.

Sales Quotation For:

LOS ANGELES COUNTY, CA
DEPARTMENT OF REGIONAL PLAN
320 W TEMPLE ST RM 1383
LOS ANGELES CA 90012-3223

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Professional Implementation Services	144	\$ 0	\$ 0	\$ 0
Project Manager Services	56	\$ 0	\$ 0	\$ 0
TOTAL:			\$ 0	\$ 0

Summary	One Time Fees	Recurring Fees
Total Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 0	\$ 0
Contract Total	\$ 0	

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;

- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.



Quoted By:
Quote Expiration:
Quote Name:

Chuck Newberry
12/31/25
Tyler Public Works EH SaaS
Services

Sales Quotation For:

Los Angeles County
320 W Temple St Ste B35
Los Angeles CA 90012-3593

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Configuration Training - On Site	40	\$ 250	\$ 10,000	\$ 0
Custom Forms/Letters	10	\$ 3,000	\$ 30,000	\$ 0
Custom Reports/Outputs	10	\$ 5,000	\$ 50,000	\$ 0
Data Conversion Services	120	\$ 250	\$ 30,000	\$ 0
Integration Services for API/SDK Support	64	\$ 250	\$ 16,000	\$ 0
Professional Implementation Services - Onsite	200	\$ 225	\$ 45,000	\$ 0
Professional Implementation Services - Remote	332	\$ 200	\$ 66,400	\$ 0

Project Management Services - Remote	150	\$ 200	\$ 30,000	\$ 0
Solutions Orientation Training - Onsite	80	\$ 225	\$ 18,000	\$ 0
Train the Trainer Training - Onsite	40	\$ 225	\$ 9,000	\$ 0
TOTAL:			\$ 304,400	\$ 0

Summary

	One Time Fees	Recurring Fees
Total Services	\$ 304,400	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 304,400	\$ 0
Contract Total	\$ 304,400	
Estimated Travel Expenses	\$ 22,500	

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Custom reports are ground up module level custom report based on client specification. A custom report returns data from multiple records based on selection criteria.

Custom Forms/Letters are ground up single record custom report based on client specifications. A form/letter returns data from a single record in EnerGov (permit, code case, etc).

Investment Summary Notes

Delays in completion, reviews, and/or acceptance of any deliverable by the client which extends the duration of the project are subject to the change control process for additional costs incurred by the delay, including but not limited to additional service hours for project management, consulting, and conversion development.

Implementation service hours are scheduled and delivered in four (4) or eight (8) hour increments. PASC (Public Administration Security Console) is a tool where Support staff are able to access client environments using specified Tylerowned accounts with rolling passwords. The client is responsible for providing and maintaining the GIS services required by Enterprise Permitting & Licensing in accordance with Tyler's GIS deployment guidelines.

Implementation Notes

Environmental Health Implementation: This phase will be focused around the UST, IW and SW inspection programs. This will be a shared services implementation where Tyler leads and owns the configuration of 10 unique case types to be used as examples for the remaining configuration to be completed by the client. For each unique case type Tyler implements, we assume our experienced Consultant expends 25-30 hours per process for definition, configuration, and issue resolution. Tyler will also build out our standard geo-rules and standard automation events included in the application. Configuration elements beyond this will be owned by the client.

Tyler's implementation team is primarily responsible for the following tasks:

- Training Environmental Health functionality
- Training, best practice, and guidance in software configuration and maintenance for Environmental Health and Civic Access applications
- Establishing Environmental Health and Civic Access connections to the client-published GIS map services and configuration of Environmental Health's Live Link component
- System configuration of Payments for Environmental Health and Civic Access or enablement of electronic payments based on client-supplied payment gateway information (as applicable, based on contract and client having secured an approved payment gateway)
- System configuration and validation of Tyler-to-Tyler product integrations (Enterprise ERP, Cashiering, Content Manager, Enterprise Service Requests, others as applicable based on contract)

The client's subject matter experts (SMEs) should be available approximately 25-50% (dependent on the number of processes) each week throughout the project to perform configuration and validation in addition to time scheduled with the Tyler team. The client configuration team should expect to dedicate 30-45 hours per process following completion of configuration training.

The client's SMEs are primarily responsible for the following tasks:

- Case Type and Work Class configuration, including all associated module components
- System Setup configuration (Holidays, Zones, Hold Types, Hearing Types, etc.)
- Report Setup's dynamic custom fields
- User and User Role configuration
- Workflow component and Workflow Template configuration (Steps, Actions, Submittal Types, Item Reviews, etc.)
- Civic Access customization and administration (allowed Case Types, Application instructions, Geo Rules, Themes, Headers, Menus, Security Settings, etc.)
- Automation Events (Intelligent Objects, standard Intelligent Queries). This covers automation tasks like emails, Tasks, Geo Rules, etc.
- Other configuration as desired by client

Civic Access is the online portal for the client's citizens. Tyler will ensure the online portal is operating and is connected to GIS, complete the payment portal configuration, and provide Civic Access configuration training. The client is responsible for the configuration of making applications available online as well as any other components that fall outside of what was mentioned prior.

Hub is a platform that allows clients to customize individual user dashboards to visualize tasks and data. Tyler will connect the EPL data source to Hub and provide training to personalize user dashboards. The client is responsible for all personalization and maintenance of user dashboards. Any additional data source connections to Hub are subject to the change control process and will incur additional cost.

Enterprise Permitting & Licensing API Implementation & Support Services provided by Tyler are limited to delivery of the API and guidance for the client's integration development resources. Tyler does not provide integration development services for EPL API/SDK toolkits. The client (or a selected third-party integrator) will perform all development work against the API/SDK

DCT-DB Conversion - The Client will populate the Data Conversion Template database with their legacy data to be used for the conversion. Tyler will guide and support the Client during this process to ensure success in its population and actual conversion. Once the Data Conversion Template database has been populated by the Client, Tyler will produce the mapping document to provide to the Client to match Legacy Data to new Enterprise Permitting and Licensing fields. The client reviewed and approved mapping document will be used within the standard conversion utility.

Custom Reports in Scope: 10

Ground-up module-level custom report based on client specifications. A custom report returns data from multiple records based on selection criteria.

Custom Forms/Letters in Scope: 10

Ground-up single-record custom letter or form based on client specifications. A form/letter returns data from a single record (permit, code case, etc.).

Training Notes

Training Engagements – For each 40-hour training engagement, the client receives and is billed four (4) 8-hour days of direct instruction and up to 8 hours of preparatory and administrative time to allow trainers to familiarize themselves with client needs, develop schedules, prepare software environments, and complete documentation.

The following training engagements are included in the scope of this implementation:

- Solutions Orientation Training: Introductory training course designed to expose the end user to the software.
- Configuration Training: Advanced training in end user functionality, configuration, and system administration.
- End User Training: Software functionality training for all end users designed to prepare all users for transitioning production processing to EPL.



Quoted By:
 Quote Expiration:
 Quote Name:

Chuck Newberry
 12/31/25
 LA County Fire and FPM Phase 2

Sales Quotation For:

Los Angeles County
 320 W Temple St Ste B35
 Los Angeles CA 90012-3593

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Configuration Training - On Site	40	\$ 250	\$ 10,000	\$ 0
Custom Forms/Letters	5	\$ 3,000	\$ 15,000	\$ 0
Custom Reports/Outputs	3	\$ 5,000	\$ 15,000	\$ 0
Professional Implementation Services - Onsite	300	\$ 225	\$ 67,500	\$ 0
Professional Implementation Services - Remote	400	\$ 200	\$ 80,000	\$ 0
Project Management (25% Dedicated - up to 32 hours per month)	12	\$ 7,500	\$ 90,000	\$ 0
Solutions Orientation Training - Onsite	40	\$ 225	\$ 9,000	\$ 0
Train the Trainer Training - Onsite	80	\$ 225	\$ 18,000	\$ 0

Professional Services				
Contractor Access Setup & Training	1	\$ 499	\$ 499	\$ 0
Fire Prevention Mobile Data Loading History Records	12	\$ 250	\$ 3,000	\$ 0
Setup & Configuration Services	40	\$ 200	\$ 8,000	\$ 0
Training Services	33	\$ 200	\$ 6,600	\$ 0
Training Services - Inspector Mobile Plus	16	\$ 200	\$ 3,200	\$ 0
Videos & Learning Tools/LA County Fire	20	\$ 200	\$ 4,000	\$ 0
TOTAL:			\$ 329,799	\$ 0

Summary	One Time Fees	Recurring Fees
Total Services	\$ 329,799	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 329,799	\$ 0
Estimated Travel Expenses	\$ 8,500	

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Custom reports are ground up module level custom report based on client specification. A custom report returns data from multiple records based on selection criteria.

Custom Forms/Letters are ground up single record custom report based on client specifications. A form/letter returns data from a single record in EnerGov (permit, code case, etc).

Decisions about on-site versus remote planning meetings and training delivery will be decided mutually during the initial kickoff meetings.

Onsite versus remote planning & training delivery: Decisions about on-site versus remote planning meetings and training delivery will be decided mutually during the initial kickoff meetings. Travel associated with planning and/or on-site training delivery will be billed separately for reimbursement.

Data loading services include the following: Loading the published fire codes and standards that are in-scope. Loading occupancy data. Assumptions for loading of occupancy data: While there is no limit to the number of occupancy records to be loaded, the line item for Setup and Configuration Services assumes certain minimum requirements. The following requirements must be met for us to load occupancy data: The data must be provided in the form of a spreadsheet or .csv file with each record being a single row in the spreadsheet. A collection of tables from an existing database cannot be accepted. Different types of data can be provided in separate spreadsheets as long as there is a key field/ID linking the spreadsheets together. For example, you can provide address and business name information in one spreadsheet and contact information in a second spreadsheet. But there must be a unique ID that links a contact in the second spreadsheet to the "owning" occupant in the first spreadsheet. Spreadsheets cannot be linked using address or occupant name. These are not considered "keys". If your occupancy data is coming from more than one source, there must be no overlap between the records from each source. Time spent trying to blend together two or more overlapping spreadsheets is not included in this proposal line item. Optional Data Conversion Services: Tyler does not perform any data clean up. This is the responsibility of our client. No parsing, concatenation, etc. will be completed by Tyler. This will need to be done in the legacy system or in the data export prior to providing the data to Tyler's Fire Prevention Mobile team. Exception: Parsing full street addresses into individual fields for each piece of the address (address, directional prefix, street name, street type, directional suffix, city, state, zip code). Exception: The client can provide multiple spreadsheets of data with records that are linked through a record key assuming the number of spreadsheets is six or less. An example of this would be a separate spreadsheet of contact data with a record key that enables linking of the contacts to the location and occupancy records. No "fuzzy" matching of records – e.g., matching on address or business name – will be done. Data conversion services included: Data mapping – This includes mapping of each field of the customer data to a corresponding field in MobileEyes. Where there is no direct match to a client field, the Tyler project manager will meet with the designated client data decision maker to determine a) whether to load that field, and b) if the decision is to load it, then which MobileEyes field it will be loaded into. Data loading – This includes loading the client data into the MobileEyes Web database per the approved data map. Examples of services considered "data clean up" and therefore, not included: Removal of records from the data set that the client does not want loaded. For example, removing residential records or

properties that the Fire Marshal's Office does not inspect. These must be removed by the client from the data set prior to providing the file to Tyler for data mapping. Data manipulation/changing of data that is provided in the export. For example, a field that will become a pick list field in Fire Prevention Mobile has more unique values than the client wants the pick list to have. (Example, the Section field has 20 unique values represented in the data and the customer wants to consolidate the number of unique values to 10.) We will do a reasonable amount of data clean up, organization, and standardization of your data before loading it, but the department or agency is responsible for the accuracy and completeness of the data. You will have an opportunity to review the data before it is loaded. Optional services not included in the proposal: The following optional services are available and can be priced separately: Data loading of inspection history. Data loading of invoice history. Data loading of permit history.

---The Fire Prevention Mobile integration with Enterprise Permitting & Licensing is with the Business Licensing module. The integration with Permitting consists of a joint task list/schedule of fire inspections, plan reviews, and permit inspections. Decisions about on-site versus remote planning meetings and training delivery will be decided mutually during the initial kickoff meetings.

Onsite versus remote planning & training delivery: Decisions about on-site versus remote planning meetings and training delivery will be decided mutually during the initial kickoff meetings. Travel associated with planning and/or on-site training delivery will be billed separately for reimbursement.

Investment Summary Notes for FPM:

Energov Integration No Charge

Contractor Portal=Contract pay Submittal fee

Set Up & Config 40 hours per Tom Gorman

Admin Training 33 hours total. 3 days on-site plus 9 hours of Webinar Training prior to on-site

Inspector Training Train the Trainer 16 hours total. 8 hrs of Insp Plus Training, 8 hrs of how to train.

20 hours of misc. Video and Training Tools per Tom Gorman

Inspection History brought over based on 10,000 Records.

Travel 5 Trips total. Consulting Trips and Training Trips

Investment Summary Notes- EPL

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

Delays in completion, reviews, and/or acceptance of any deliverable by the Client will result in an increase in the duration of the project

and will require a Change Order for any additional costs associated with the delay, including but not limited to additional hours for project management, deliverable development and review. Standard project management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan statuses, and go-live planning activities. Implementation hours are scheduled and delivered in four(4) or eight(8) hour increments. Tyler resources will configure and test basic Enterprise Permitting & Licensing functionality including global settings, and preliminary user roles. It is the client's responsibility to provide and maintain the GIS services to be used by the Tyler Enterprise Permitting & Licensing applications. Tyler will provide guidelines to be followed for such services. Enterprise Permitting and Licensing Implementation: This will be a shared services implementation where Tyler leads and owns the configuration of 10 unique case types to be used as examples for the remaining configuration to be completed by the client. For each unique case type Tyler implements, we assume our experienced Consultant expends 25-30 hours per process for definition, configuration, and issue resolution. Tyler will also build out our standard geo-rules and standard automation events included in the application. Configuration elements beyond this will be owned by the client.

Tyler Technologies' Enterprise Permitting and Licensing implementation team will be primarily responsible for the following implementation tasks:

- Training on how to use Enterprise Permitting and Licensing
- Training and providing guidance on how to configure and maintain Enterprise Permitting and Licensing
- Setup of Enterprise Permitting and Licensing GIS Map
- Setup of Enterprise Permitting and Licensing GIS Live Link
- Setup of Civic Access GIS Map (as applicable, based on contract)
- Setup of Civic Access ArcGIS Integration (as applicable, based on contract)
- Setup of Civic Access Payments (as applicable, based on contract and client having secured an appropriate payment gateway)
- Setup and testing of Tyler-to-Tyler integrations (Munis, Tyler Cashiering, Tyler Content Management, Tyler Incident Management, as applicable based on contract)
- Setup of Workforce Mobile licenses (as applicable, based on contract)

The client subject matter experts (SMEs) should be available approximately 25 – 50% (Dependent on the number of processes to be configured) of any given week throughout the project in order to perform configuration in addition to scheduled time with Tyler's Enterprise Permitting and Licensing consultant. The client configuration team should expect to spend somewhere between 30 to 45 hours of implementation time per process after their completion of configuration training.

These client SMEs will be responsible for the following general configuration tasks:

- Enterprise Permitting and Licensing Case Type Setup (and all associated items required to configure)
- Enterprise Permitting and Licensing System Setup Configuration (Holidays, Zones, Hold Types, Hearing Types, etc.)
- Enterprise Permitting and Licensing Report Setup's dynamic custom fields
- Enterprise Permitting and Licensing User/User Role Setup
- Enterprise Permitting and Licensing Workflow/Workflow Template Setup (WF Actions, Steps, Templates, Submittal Types, Item Reviews etc.)
- Civic Access Experience (Civic Access Case Types, Civic Access Geo Rules, Civic Access Themes, Headers, Menus, Security Settings, etc.)
- Enterprise Permitting and Licensing Automation Events (Intelligent Objects, standard Intelligent Queries). This covers automation tasks like E-mails, Tasks, Geo Rules, etc.
- Other configuration as desired by client

Report Development

The below numbers are the scope of the different types of reports to be developed by Tyler.

"Custom Reports in Scope: 3

Ground up module level custom report based on client specification. A custom report returns data from multiple records based on selection criteria."

"Custom Forms/Letters in Scope: 5

Ground up single record custom report based on client specifications. A form/letter returns data from a single record in Enterprise Permitting & Licensing (permit, code case, etc)."

Enterprise Permitting & Licensing API Implementation & Support Services provided by Tyler are limited to installation of the API and guidance to the

Client's integration development resources. Tyler does not provide integration development services for Enterprise Permitting & Licensing API/SDK toolkits. The Client (or a selected third party integrator) will perform all development work against the API/SDK.

Training Policy - The client receives and will be billed for up to 32 hours of direct interaction with Trainers. Note that this time is billed in daily blocks at 8 hours for the day. Totaling 4 days of training time. The client will also be billed for up to 8 hours of setup and prep time.

This allows our Trainers to become familiar with individual clients and their needs. While the Training is generic, our Trainers always spend time familiarizing themselves with client environments.

Trainings included as a part of this implementation are:

Solutions Orientation Training: Introductory training course built for the needs of each of our clients. This training is designed to achieve the following objectives:

- Learn general terminology
- Experience the basic functionality of the software
- Explore the configuration options of the software
- Encourage client-side discussions of desired configuration
- Discover some of the software capabilities available for consideration
- Improve communication between Tyler and the client through software knowledge
- Prepare the client for the Assess & Define process through defining business processes

Configuration Training: During this training, the trainer will teach end user functionality of the modules as well as the configuration of each.

We want

to ensure that the configuration team is ready to do their job in the overall administrative process. This training is designed to achieve the following

objectives:

- Learn general terminology
- Experience the basic functionality of the software
- Understand best practices for configuration standards

End User Training is the last component of the Implementation process before the client goes live. This training involves covering every module the client will be using and involves any staff/others that will be utilizing the Enterprise System. The Tyler team will teach the end user functionality of the modules, to ensure that all users are comfortable with the subject matter. During this training, the Tyler team does not teach business processes, we do require a SME (Subject Matter Expert) to be involved in every aspect of the training to ensure that business process questions are answered

accurately. After End User Training, it is recommended to include trainings for staff/others on their business process on a continuous basis performed

by the client SMEs.



Quoted By:
 Quote Expiration:
 Quote Name:

Jeff Hopper
 12/31/25
 LA County FPM Phase 3

Sales Quotation For:

LOS ANGELES COUNTY, CA
 DEPT OF TREASURER & TAX COLLECTOR - AP
 PO BOX 7508
 ALHAMBRA CA 91802-7508

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Data Conversion Services	40	\$ 200	\$ 8,000	\$ 0
Setup & Configuration Services	25	\$ 200	\$ 5,000	\$ 0
Training Services - Company Inspector Mobile	30	\$ 200	\$ 6,000	\$ 0
User Training Videos and Job Aids - Inspector Mobile Basic	8	\$ 250	\$ 2,000	\$ 0
TOTAL:			\$ 21,000	\$ 0

Summary	One Time Fees	Recurring Fees
Total Services	\$ 21,000	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 21,000	\$ 0
Contract Total	\$ 21,000	

Comments

Decisions about on-site versus remote planning meetings and training delivery will be decided mutually during the initial kickoff meetings.

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Decisions about on-site versus remote planning meetings and training delivery will be decided mutually during the initial kickoff meetings.

Tyler will provide the following professional services associated with Fire Prevention Mobile API Access & Support - (1) Access to the Fire Prevention

Mobile API, (2) Access to API documentation and to a knowledge programmer to answer questions, (3) Access to an online test environment for

creation of API calls. Additional programming services are not included.

---The Fire Prevention Mobile integration with Enterprise Permitting & Licensing is with the Business Licensing module. The integration

with Permitting

consists of a joint task list/schedule of fire inspections, plan reviews, and permit inspections.

Onsite versus remote planning & training delivery: Decisions about on-site versus remote planning meetings and training delivery will be decided

mutually during the initial kickoff meetings. Travel associated with planning and/or on-site training delivery will be billed separately for reimbursement.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

[https://www.tylertech.com/terms/paymentcard-](https://www.tylertech.com/terms/paymentcard-processing-agreement)

processing-agreement. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such

terms. Please see attached Tyler Payments fee schedule.

Quote includes:

Company Inspection Set Up & Configuration

Inspector License for Crews in 177 Stations

48 Trainers getting Direct Training to Train other Inspectors. 5 eight-hour training sessions.

3 trips. 2 for FPM coordinator and 1 for Training

Embedded CA version of ICC Fire Codes

User Training Videos and Job Aids

Occupancy Data Loading



Quoted By:
 Quote Expiration:
 Quote Name:

Chuck Newberry
 12/31/25
 Tyler DEO Services

Sales Quotation For:

Los Angeles County
 320 W Temple St Ste B35
 Los Angeles CA 90012-3593

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Configuration Training - On Site	40	\$ 250	\$ 10,000	\$ 0
Custom Forms/Letters	1	\$ 3,000	\$ 3,000	\$ 0
Custom Reports/Outputs	1	\$ 5,000	\$ 5,000	\$ 0
Process Validation Training - Onsite	180	\$ 225	\$ 40,500	\$ 0
Professional Implementation Services - Onsite	100	\$ 225	\$ 22,500	\$ 0
Professional Implementation Services - Remote	250	\$ 200	\$ 50,000	\$ 0
Project Management Services - Remote	180	\$ 200	\$ 36,000	\$ 0
Solutions Orientation Training - Onsite	40	\$ 225	\$ 9,000	\$ 0

Train the Trainer Training - Onsite	40	\$ 225	\$ 9,000	\$ 0
TOTAL:			\$ 185,000	\$ 0

Summary	One Time Fees	Recurring Fees
Total Services	\$ 185,000	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 185,000	\$ 0
Contract Total	\$ 185,000	
Estimated Travel Expenses	\$ 8,500	

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

Custom reports are ground up module level custom report based on client specification. A custom report returns data from multiple records based on selection criteria.

Custom Forms/Letters are ground up single record custom report based on client specifications. A form/letter returns data from a single record in EnerGov (permit, code case, etc).

Investment Summary Notes

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

Delays in completion, reviews, and/or acceptance of any deliverable by the Client will result in an increase in the duration of the project and will require a Change Order for any additional costs associated with the delay, including but not limited to additional hours for project management, deliverable development and review.

Standard project management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan statuses, and go-live planning activities.

Implementation hours are scheduled and delivered in four(4) or eight(8) hour increments.

Tyler resources will configure and test basic Enterprise Permitting & Licensing functionality including global settings, and preliminary user roles.

It is the client's responsibility to provide and maintain the GIS services to be used by the Tyler Enterprise Permitting & Licensing applications. Tyler will provide guidelines to be followed for such services.

Enterprise Permitting and Licensing Implementation: This will be a shared services implementation where Tyler leads and owns the configuration of 2 unique case types to be used as examples for the remaining configuration to be completed by the client. For each unique case type Tyler implements, we assume our experienced Consultant expends 25-30 hours per process for definition, configuration, and issue resolution. Tyler will also build out our standard geo-rules and standard automation events included in the application. Configuration elements beyond this will be owned by the client.

Tyler Technologies' Enterprise Permitting and Licensing implementation team will be primarily responsible for the following implementation tasks:

- Training on how to use Enterprise Permitting and Licensing
- Training and providing guidance on how to configure and maintain Enterprise Permitting and Licensing
- Setup of Enterprise Permitting and Licensing GIS Map
- Setup of Enterprise Permitting and Licensing GIS Live Link
- Setup of Civic Access GIS Map (as applicable, based on contract)
- Setup of Civic Access ArcGIS Integration (as applicable, based on contract)
- Setup of Civic Access Payments (as applicable, based on contract and client having secured an appropriate payment gateway)
- Setup and testing of Tyler-to-Tyler integrations (Munis, Tyler Cashiering, Tyler Content Management, Tyler Incident Management, as applicable based on contract)
- Setup of Workforce Mobile licenses (as applicable, based on contract)

The client subject matter experts (SMEs) should be available approximately 25 – 50% (Dependent on the number of processes to be configured) of any given week throughout the project in order to perform configuration in addition to scheduled time with Tyler's Enterprise Permitting and Licensing consultant. The client configuration team should expect to spend somewhere between 30 to 45 hours of implementation time per process after their completion of configuration training.

These client SMEs will be responsible for the following general configuration tasks:

- Enterprise Permitting and Licensing Case Type Setup (and all associated items required to configure)
- Enterprise Permitting and Licensing System Setup Configuration (Holidays, Zones, Hold Types, Hearing Types, etc.)
- Enterprise Permitting and Licensing Report Setup's dynamic custom fields
- Enterprise Permitting and Licensing User/User Role Setup
- Enterprise Permitting and Licensing Workflow/Workflow Template Setup (WF Actions, Steps, Templates, Submittal Types, Item Reviews etc.)
- Civic Access Experience (Civic Access Case Types, Civic Access Geo Rules, Civic Access Themes, Headers, Menus, Security Settings, etc.)
- Enterprise Permitting and Licensing Automation Events (Intelligent Objects, standard Intelligent Queries). This covers automation tasks like E-mails, Tasks, Geo Rules, etc.
- Other configuration as desired by client

Civic Access is the online portal for the client's citizens. Tyler will ensure the online portal is operating and is connected to GIS, complete the payment portal configuration, and provide Civic Access configuration training. The client is responsible for the configuration of making applications available online as well as any other components that fall outside of what was mentioned prior.

Workforce Mobile - iG Inspect and iG Enforce provide a mobile solution for field personnel to capture inspection and code data remotely. Tyler will assist to connect IG Apps to the Enterprise Permitting & Licensing suite, and support testing. These applications are available on iOS.

Decision Engine is a web-based application that utilizes yes/no questions to guide citizens through online applications. Tyler will ensure and troubleshoot the connection and provide application configuration training. The client is responsible to design and implement questionnaires.

"Tyler Hub is a platform that allows clients to set up individual dashboard to visualize data. Tyler resources will assist to tie the application to Enterprise Permitting & Licensing data and demonstrate how to set up user dashboards. The client will be responsible to set up and maintain user dashboards. Tyler will be responsible for connecting the Enterprise Permitting & Licensing data source to Tyler Hub. Tyler will provide training to the client to demonstrate how to personalize user views. It is the Client's responsibility to personalize user views. Any additional data source connections to Tyler Hub will incur additional costs."

DCT-DB Conversion - The Client will populate the Data Conversion Template database with their legacy data to be used for the conversion. Tyler will guide and support the Client during this process to ensure success in its population and actual conversion. Once the Data Conversion Template database has been populated by the Client, Tyler will produce the mapping document to provide to the Client to match Legacy Data to new Enterprise Permitting & Licensing fields. The client reviewed and approved mapping document will be used within the standard conversion utility. There will be a total of 2 conversion passes, 1 mock go-live conversion pass, and 1 go-live conversion pass as a scope to this implementation.

Report Development

The below numbers are the scope of the different types of reports to be developed by Tyler.

"Custom Reports in Scope: 1

Ground up module level custom report based on client specification. A custom report returns data from multiple records based on selection criteria."

"Custom Forms/Letters in Scope – 1

Ground up single record custom report based on client specifications. A form/letter returns data from a single record in Enterprise Permitting & Licensing (permit, code case, etc)."

Training Policy - The client receives and will be billed for up to 32 hours of direct interaction with Trainers. Note that this time is billed in daily blocks at 8 hours for the day. Totaling 4 days of training time. The client will also be billed for up to 8 hours of setup and prep time. This allows our Trainers to become familiar with individual clients and their needs. While the Training is generic, our Trainers always spend time familiarizing themselves with client environments.

Trainings included as a part of this implementation are:

Solutions Orientation Training: Introductory training course built for the needs of each of our clients. This training is designed to achieve the following objectives:

- Learn general terminology
- Experience the basic functionality of the software
- Explore the configuration options of the software
- Encourage client-side discussions of desired configuration
- Discover some of the software capabilities available for consideration
- Improve communication between Tyler and the client through software knowledge
- Prepare the client for the Assess & Define process through defining business processes

Configuration Training: During this training, the trainer will teach end user functionality of the modules as well as the configuration of each. We want to ensure that the configuration team is ready to do their job in the overall administrative process. This training is designed to achieve the following objectives:

- Learn general terminology
- Experience the basic functionality of the software
- Understand best practices for configuration standards

End User Training is the last component of the Implementation process before the client goes live. This training involves covering every module the client will be using and involves any staff/others that will be utilizing the Enterprise System. The Tyler team will teach the end user functionality of the modules, to ensure that all users are comfortable with the subject matter. During this training, the Tyler team does not teach business processes, we do require a SME (Subject Matter Expert) to be involved in every aspect of the training to ensure that business process questions are answered accurately. After End User Training, it is recommended to include trainings for staff/others on their business process on a continuous basis performed by the client SMEs.

EXHIBIT C.2

INVOICING AND PAYMENT TERMS



Exhibit C.2 Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Annual Services.

- 1.1. *SaaS Services.* SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary, except that County shall receive a credit in the amount of \$300,000 for the first year SaaS Fees. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
- 1.2. *Other Annual Services.* Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2. Tyler Services.

- 2.1. *Professional Services Generally:* Unless otherwise indicated below, fees for Tyler services are invoiced as delivered.
- 2.2. *Consulting Services:* Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.
- 2.3. *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4. *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 2.5. *Other Fixed Price Services:* Other fixed price services are invoiced as delivered. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if

any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.

3. Hardware & Third-Party Products.
 - 3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.
 - 3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
 - 3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
 - 3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless expressly stated otherwise, pricing for subsequent years will be at then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the software maintenance and support fees and if applicable, for annual “Disaster Recovery” and “Tyler Systems Management” services fees, prepaid for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

EXHIBIT D**COUNTY'S ADMINISTRATION**

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Dennis Slavin
Title: Chief Deputy Director
Address: 320 W. Temple Street, 13th Floor, Los Angeles, CA 90012
Telephone: 213-974-6405
E-Mail Address: dslavin@planning.lacounty.gov

COUNTY PROJECT MANAGER:

Name: John Calas
Title: Departmental Chief Information Officer II
Address: 900 S. Fremont Ave., Alhambra, CA 91803
Telephone: 626-458-4117
E-Mail Address: jcalas@dpw.lacounty.gov

COUNTY CONTRACT MANAGER:

Name: Joseph Horvath
Title: Administrative Deputy, Regional Planning
Address: 320 W. Temple Street, 13th Floor, Los Angeles, CA 90012
Telephone: 213-974-6533
E-Mail Address: jhorvath@planning.lacounty.gov

COUNTY PROJECT MONITOR (INSURANCES AND INVOICES):

Name: Los Angeles County Planning
Title: County Planning Contract
Address: 320 W. Temple Street, 13th Floor, Los Angeles, CA 90012
Telephone: 213-974-6736
E-Mail Address: contract@planning.lacounty.gov

EXHIBIT E

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address _____

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address _____

NOTICES TO CONTRACTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address _____

EXHIBIT F

***CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY
AGREEMENT***

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name: _____ Contract No _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires each employee, agent, consultant, outsourced vendor and independent contractor of this Contractor performing Work under such Contract to understand his/her obligations with respect to the personal, proprietary and other confidential material, data or information, with which he/she will be in contact. Contractor, by executing this Confidentiality Agreement, represents that it shall ensure each such staff member's compliance with the obligations regarding such data and information, as set forth in the Contract. Corporation to sign this Contractor Acknowledgement, Confidentiality, Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AGREEMENT

concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

EXHIBIT G

SAFELY SURRENDERED BABY LAW

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.



BabySafeLA.org

No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

EXHIBIT H
RESERVED

EXHIBIT I
RESERVED

EXHIBIT J
SOFTWARE AS A SERVICE REQUIREMENTS

Software as a Service (SaaS) Requirements

When Consultants are required to provide a SaaS solution, the solution must meet the following mandatory requirements. Depending on the SaaS solution needed and the type of information stored or processed in the solution, the County reserves the right to revise the requirements accordingly.

1. General

- 1.1 The system must be a fully managed solution hosted and supported by the Contractor (Vendor-Hosted).
- 1.2 The Contractor must require annual cyber security awareness training for all personnel with access to IT resources (e.g., hardware, software, data).
- 1.3 The Contractor must secure and maintain for the duration of the contract Cyber Liability Insurance coverage as prescribed in Contract Paragraph 8.25.7.
- 1.4 The system must provide program participants (system users) method for submission of a request to delete personal data, by directing program participants (system users) to the County's privacy statement for further information. The system must allow program participants (system users) to "opt out" of the collection and storage of personal information, where such collection is not required by the applicable law and is not required to fulfill any of Contractor's obligations under the Agreement.

2. Access

- 2.1 The system must provide Single Sign On (SSO) capability for County users using the County's Enterprise Identity & Access Management Directory, based upon industry leading protocols.;
- 2.2 The System must provide the ability to define role-based access with different access control lists.
- 2.3 The System must return generic errors messages to the client, to avoid disclosure of sensitive information (e.g., login failure, database error, application error).
- 2.4 Access to County data must be limited only to the Contractor or Service Provider's personnel to perform work necessary as defined in the scope of services. The County Contract Manager must be notified 30-day in advance in writing of any third-party which the Contractor is required to share County data. The notification must address what type of information/data is being shared and how the program participants can "opt-out".

3. Data, Backup, and Recovery

- 3.1 The Contractor must provide all raw data to the County when requested or at the end of the project/contract in a format mutually agreed upon.
- 3.2 The System must provide the ability to receive a copy of all County Production data upon request.
- 3.3 All system data center(s) and backup/replication locations must reside in the Continental United States.
- 3.4 The System must perform backups with no adverse effect on performance.
- 3.5 At minimum, System data must be backed up daily.
- 3.6 The Contractor must have a clear way to address how data and system security are protected from disruption and loss in the event of disaster, emergency, and security breaches. System must be monitored to ensure the effectiveness of security controls. .
- 3.7 Customer production data backups will be stored for a period of 90 days.

4. Infrastructure and Hosting Environment

- 4.1 The System must keep all components updated with current antivirus, operating system, and security patches. (e.g. endpoint, host, network, application).
- 4.2 The hosted environments must implement standard industry practices and monitoring including: Host Intrusion Prevention (HIPS) and Detection (HIDS) system, Network Intrusion Prevention (NIPS) and Detection (NIDS) system, Web Application Firewall (WAF), Security Event and Information Management (SIEM), etc.
- 4.3 The hosted environment must be comprised of software that has been fully tested, integrated and is accessible to County users.
- 4.4 The System must be contained by a perimeter firewall to protect the network from external attacks.
- 4.5 The System must have physical access controls in place to ensure appropriate access to IT resources in the hosted environment.
- 4.6 The System must have measures to prevent the upload of unauthorized files (e.g., executable files).
- 4.7 The System must undergo periodic web application vulnerability testing/scanning (e.g., source code, run time).
- 4.8 The System must have separate physical and logical environments (e.g., development, quality assurance, user acceptance testing, staging, production, training environments).
- 4.9 If the System requires significant integrations with County systems, the platform must use Microsoft Azure or Amazon AWS for hosting.
- 4.10 Management access to Infrastructure and Hosting must be secured by multi-factor authentication (MFA) and use Transport Layer Security (TLS) protocol (1.2 or higher) to ensure secure access.

5. Performance and Availability

- 5.1 The system environments must operate on a 24x7x365 basis.
- 5.2 System availability must be in accordance with the service level agreement (SLA).
- 5.3 Contractor agrees to work with the County to improve performance around saving records, as measured within the hosted environment. Some solutions may require configuration changes but both parties agree to limit configuration changes to those representing best practices. Tyler will proactively monitor performance in the cloud and will at minimum, twice per calendar year, provide the County with a list of potential performance enhancements which the County may prioritize.

6. Compatibility and Integration

- 6.1 The system must provide a secure web-based user interface accessible from an industry leading web browser (e.g., Edge, Chrome, Firefox, Safari) or from any device and must not require plug-ins or additional installed software (e.g., Adobe Flash).
- 6.2 Contractor, in the performance of services, shall ensure that all digital content and deliverables for Client, to the extent not otherwise configured or modified by Client, substantially conforms with World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG), Version 2.1, Level AA. Contractor is solely responsible for addressing accessibility problems in any implementation, configuration, or documentation delivered or performed by Contractor, and in any software, documents, videos, and/or trainings given and published by Tyler Technologies and delivered under this Contract. Contractor will comply with all state and federal laws applicable to its performance, including but not limited to Americans with Disabilities Act (ADA), 21st Century Communications and Video Accessibility Act (CVAA), and California Government Code Sections 7405 and 11135. The Parties agree that while it is County's obligation to provide accessible services to its public constituents,

Contractor will be responsible for ensuring that all public facing applications from Contractor to Client will comply with all applicable state and federal accessibility laws in effect as of the Effective Date, and Contractor will engage with County in good faith to address and remediate accessibility issues as part of Tyler's regular customer support processes, and, subject to Tyler's reservation of right to seek an amendment to the Contract, as applicable state and federal accessibility laws take effect past the Effective Date. Client will collaborate with Tyler Technologies as necessary.

- 6.3 The System must transmit data using secure protocols, such as sftp, ssh, https, TLS 1.2 or above, etc., or tunneled through an authenticated encrypted connection (e.g., VPN).
- 6.4 All API integrations must utilize HTTPS with strong TLS (e.g., version 1.2 and above) configurations
- 6.5 The system sending emails on behalf of County Departments (e.g., xxxxx@planning.lacounty.gov or xxxxx@pw.lacounty.gov) or any subdomain must be DMARC (Domain-based Message Authentication, Reporting & Conformance) compliant. This will require configuring SPF and DKIM to authenticate legitimate email messages.

Additional Security Requirements

Internal Use

If the solution stores or processes data for internal County use only, the following additional requirements are mandatory.

- The System must include comprehensive audit trail for all actions (e.g., login, maintenance, activity) performed in the environment and system.
- Access to County data must be limited only to the Contractor or Service Provider's personnel to perform work necessary defined in the scope of services. County must be notified in writing of any third party which the Contractor is required to share County data.
- The Contractor or Service Provider must wipe LA County data from all storage media after contract termination using National Institute Standards and Technology (NIST) Special Publication (SP) 800-88 titled Guidelines for Media Sanitation.

Confidential

If the solution stores or processes confidential data, the following additional requirements are mandatory in addition to the Internal Use requirements.

- The Contractor must require criminal background checks for all personnel with access to IT resources (e.g., hardware, software, data).
- The System must lock the user's account after five (5) successive failed attempts within a 30-minute period.
- The System must not store sensitive data in cookies or URLs.
- The System must use AES-256 encryption or stronger for all data in storage.
- The System must use AES-128 encryption or stronger for all data in transit.
- The System's backup media must be encrypted.
- All application logs must not contain sensitive data.
- All sensitive data must be redacted or de-identified in reports, dashboards, exports, and web services (e.g., last four (4) SSN).

EXHIBIT K
INFORMATION SECURITY AND PRIVACY
REQUIREMENTS

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a confirmed unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; that is in Contractor's custody, possession, or control.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of Contractor's privacy program, for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor must exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use

appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must implement reasonable security safeguards designed to:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
 - Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
 - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
 - Protect against accidental loss or destruction of, or damage to, County Information; and
 - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program must include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program must include privacy measures reasonably designed to include :

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor agrees to provide to the County County Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** County Information is subject to the confidentiality provisions of section 7.6 of the Agreement.
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as

“Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.

- d. **Individual Requests.** The Contractor must acknowledge cooperate with and reasonably assist County with any request or instructions regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly provide reasonable support to County. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within 10 calendar days, or such longer period as may be reasonable given the complexity of the request or completeness of the information provided, and the County will coordinate an appropriate response, which may include reasonable instructions to the Contractor to assist County in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, and Contractor determines that such complaint concerns an Incident, the Contractor must notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County and Contractor will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor must supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor’s Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor must have an established set of procedures to ensure the Contractor’s employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors. The terms of this Exhibit will also apply to all Subcontractors. The Contractor will be subject to the following terms and conditions: (i) each Subcontractor must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor, and fully responsible for the due and proper performance of all Contractor obligations under this Contract. This provision does not apply to Contractor's hosting provider.

Subject to section 8.39 of the Agreement, Contractor must obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor must store County Information in a secure cloud environment in the USA. Any changes to Contractor's hosting provider for the County's instance requires prior written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor must return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County

Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and, if applicable, certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor must return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

- b. **Method of Destruction.** The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, (if applicable) detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor must:

- a. Promptly and expeditiously as possible and without undue delay, and in no event later than seventy-two (72) hours of confirmation of the Incident, notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information. All notifications shall be submitted via email and telephone. Sensitive data included in the email shall be encrypted.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

James Thurman
Chief Information Security Officer
320 W Temple Street, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple Street, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Amirah Alim
Departmental Information Security Officer
320 W Temple Street, 13th Floor
Los Angeles, CA 90012
(213) 974-6587
Email address: aalim@planning.lacounty.gov

- b. To the extent known, include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the

Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident, unless prohibited by law.

Notwithstanding any other provisions in this Contract and Exhibit, and without limitation, regarding all Incidents involving County Information that is in Contractor's possession, custody, or control, and caused by the Contractor's negligence, errors, or lack of Information Security or privacy controls or provisions, Contractor shall provide reasonable assistance to the County to help the County satisfy the County's notification obligations under applicable data breach notification laws. In addition, Contractor will reimburse County for reasonable direct costs that County is legally required to incur under applicable data breach notification laws provided such costs directly result from a confirmed breach of Client Data for which Contractor is determined to have breached its security obligations under the Contract. County must provide Contractor with reasonable documentation of such costs and legal requirements prior to reimbursement.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County may be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity..

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor must periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials

provided to the County pursuant to this Section must be provided at no additional charge to the County.

17. .CYBER LIABILITY INSURANCE

The Contractor must secure and maintain cyber liability insurance coverage in the manner prescribed in Contract Paragraph 8.25.7.

18. PRIVACY AND SECURITY REIMBURSEMENT AND INDEMNIFICATION

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 third-party 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 directly 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; and/or

Notwithstanding the preceding sentences, the County will have the right to participate in any such defense at its sole cost and expense.. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval, not to be unreasonably withheld.

Contractor will reimburse County for reasonable direct costs that County is legally required to incur under applicable data breach notification laws provided such costs directly result from a confirmed breach of County Information for which Contractor is directly responsible for causing. County must provide Contractor with reasonable documentation of such costs and legal requirements to reimbursement.

EXHIBIT L

WORLDPAY INTEGRATION REQUIREMENTS

worldpay

MultiPay Web - Hosted Inflight Guide

Version 2.0

Last Revised: October 6, 2025

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MultiPay Web – Hosted Inflight

The Hosted Inflight solution allows you to validate customers and present billing information on your existing site (the Client site) and then link customers to our secure website for the actual selection of desired items and/or entry of sensitive payment information.

This payment flow works by providing a payment site that seamlessly integrates with the Client site, eliminating the need for you to handle, transmit, or otherwise “touch” sensitive payment information. The Client site validates customers through your systems, while payment information is collected through ours. Through unique identifier(s) assigned by the Client site, the balance of the customer’s account is passed to the payment pages designed and hosted by MultiPay.

Configuration

The following pages can be configured to look and feel like the pages on the Client’s existing website – Item Selection (optional), Payment Method Selection, Payment Entry, Payment Confirmation and Payment Receipt (optional).

1. Item Selection (optional)

- a. Enabled – After the customer is validated at the Client site, they will be directed to an Item Selection page to view or choose the desired items for payment and then will navigate to the Payment Pages to process their payment.
- b. Disabled – After the customer is validated at the Client site, they will be directed to the Payment Pages to process their payment.

2. Fee Acceptance (if applicable)

3. Terms and Conditions Acceptance

- a. Enabled – The Terms and Conditions display on the screen will be limited to 200 characters. For a lengthier Terms and Conditions display, we can host a PDF version to display.
- b. Disabled – This page won’t display within the flow.

4. Confirmation Page – Once payment information has been entered, a confirmation page displays allowing the customer to make any necessary changes.

- a. Receipt Page (optional)

Endpoints

The endpoints below are the CA and PROD endpoints for new clients in the POST models available. The Form POST and B2B XML (direct or token based) POST models are available for sending data and operate in distinct contexts. Choose the method that best suits your business needs.

Notes:

- The merchantSiteName included in the endpoints below would be updated to your merchant site name.
- The `?token=<token>` represents the token value received from /xml/submit.

CA

Form POST

<https://multipayweb.ca.link2gov.com/post/merchantSiteName>

B2B XML POST

Direct

<https://multipayweb.ca.link2gov.com/post/merchantSiteName/xml/submit>

Token Based

<https://multipayweb.ca.link2gov.com/post/merchantSiteName/xml/submit>

- The Client site redirect with inserted token (received from the /xml/submit) is then:
<https://multipayweb.ca.link2gov.com/merchantSiteName?token=<token>>

PROD

Form Post

<https://multipayweb.link2gov.com/post/merchantSiteName>

B2B XML Post

Direct

<https://multipayweb.link2gov.com/post/merchantSiteName/xml/submit>

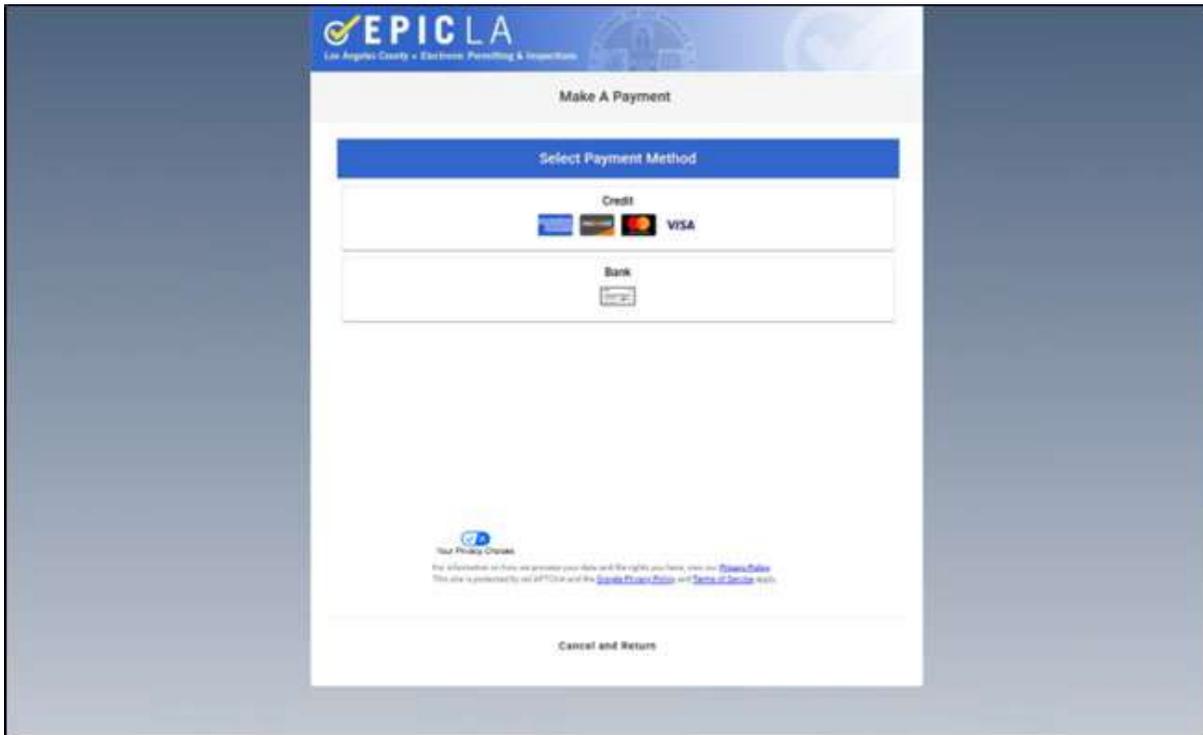
Token Based

<https://multipayweb.link2gov.com/post/merchantSiteName/xml/submit>

- The Client site redirect with inserted token (received from the /xml/submit) is then:
<https://multipayweb.link2gov.com/merchantSiteName?token=<token>>

MultiPay Web – Hosted Payment Pages Wireframe

Below is an example of the payment pages displayed following configuration:



Appendix: XML Requirements

Updated XML Examples

In the Lineltems section of the XML, you must ensure that your XML is formatted with separate UserPart sequences (1, 2, 3, 4, 5) as shown below in the Updated XML column below.

Updated XML:

```
<Lineltems>
  <Lineltem Sequence="1">
    <UserParts>
      <UserPart Sequence="1">
        <ColumnValue>00517044</ColumnValue>
      </UserPart>
      <UserPart Sequence="2">
        <ColumnValue>BL-006189-04-2025</ColumnValue>
      </UserPart>
      <UserPart Sequence="3">
        <ColumnValue>SDI</ColumnValue>
      </UserPart>
      <UserPart Sequence="4">
        <ColumnValue>06LAX-EPICD-TTCBL-00</ColumnValue>
      </UserPart>
      <UserPart Sequence="5">
        <ColumnValue>4.0000</ColumnValue>
      </UserPart>
    </UserParts>
  </Lineltem>
  <Lineltem Sequence="2">
    <UserParts>
      <UserPart Sequence="1">
        <ColumnValue>00517044</ColumnValue>
      </UserPart>
      <UserPart Sequence="2">
        <ColumnValue>BL-006189-04-2025</ColumnValue>
      </UserPart>
      <UserPart Sequence="3">
        <ColumnValue>Public Eating - Renewal (SC)</ColumnValue>
      </UserPart>
      <UserPart Sequence="4">
        <ColumnValue>06LAX-EPICD-TTCBL-00</ColumnValue>
      </UserPart>
```

Legacy XML:

```
<Lineltems>
  <Lineltem Sequence="1">
    <UserParts>
      <UserPart Sequence="1">
        <ColumnValue>00517044</ColumnValue>
        <ColumnValue>BL-006189-04-2025</ColumnValue>
        <ColumnValue>SDI</ColumnValue>
        <ColumnValue>06LAX-EPICD-TTCBL-00</ColumnValue>
        <ColumnValue>4.0000</ColumnValue>
      </UserPart>
    </UserParts>
  </Lineltem>
  <Lineltem Sequence="2">
    <UserParts>
      <UserPart Sequence="1">
        <ColumnValue>00517044</ColumnValue>
        <ColumnValue>BL-006189-04-2025</ColumnValue>
        <ColumnValue>Public Eating - Renewal (SC)</ColumnValue>
        <ColumnValue>06LAX-EPICD-TTCBL-00</ColumnValue>
        <ColumnValue>223.0000</ColumnValue>
      </UserPart>
    </UserParts>
  </Lineltem>
</Lineltems>
```

```
<UserPart Sequence="5">  
<ColumnValue>223.0000</ColumnValue>  
</UserPart>  
</UserParts>  
</LineItem>  
</LineItems>
```

Resulting Postback with Updated XML

When the XML format has separate column values, the postback will have "*" as the LineItem UserPart separator:

```
LineItems=%5b1*00517044*BL-006189-04-2025*SDI*06LAX-EPICD-TTCBL-  
00*4.0000%5d%0a%2c%5b2*00517044*BL-006189-04-2025*Public+Eating+-  
+Renewal+(SC)*06LAX-EPICD-TTCBL-00*223.0000%5d
```

MAF Format with Updated XML

The MAF user parts will display individual LineItem UserParts, and in this example LineItem UserPart3 holds the concatenated values:

LineItem UserPart1: 00517044

LineItem UserPart 2: BL-006189-04-2025

LineItem UserPart3: SDI~06LAX-EPICD-TTCBL-00~4.0000

Legacy XML Examples

If in the Form POST XML you have multiple column values in UserPart1, the postback and MAF are also affected.

Resulting Postback with Legacy XML

With this XML format, the postback Line Item separators will be "%7e" encoded:

```
LineItems=%5b1*00517044%7eBL-006189-04-2025%7eSDI%7e06LAX-EPICD-TTCBL-  
00%7e4.0000%5d%0a%2c%5b2*00517044%7eBL-006189-04-2025%7ePublic+Eating+-  
+Renewal+(SC)%7e06LAX-EPICD-TTCBL-00%7e223.0000%5d
```

MultiPay Web - Hosted Inflight Guide



MAF Format with Legacy XML

The format of the MAF will have all values incorrectly listed in Lineltem UserPart1.

For example, you'll see 00517044~BL-006189-04-2025~SDI~06LAX-EPICD-TTCBL-00~4.0000 is all within in Lineltem UserPart1 below:

TransID	Lineltem	SettleMerchantCode	TransAmt	FeeAmt	MerchantAmt	FeeVerificationCode	UserPart1	UserPart2	UserPart3	origAmt	ItemAmt	ItemQty
1	3907124692	1	06LAX-EPICD-TTCBL-00	4.00	0.00	4.00	00517044~BL-006189-04-2025~SDI~06LAX-EPICD-TTCBL-00~4.0000			A7850E6E-D1D4-4C95-8098-913E148A9F01	4.00	1
2	3907124692	2	96LAX-EPICD-TTCBL-00	223.00	0.00	223.00	00517044~BL-006189-04-2025~Public Eating - Renewal (SC)~06LAX-EPICD-TTCBL-00~223.0000			4F08BF30-3E8B-44E5-8F12-90DDFF186151	223.00	1

Version History

Version	Change Date	Change Description
0.1	9/12/2025	Initial draft.
0.2	9/16/2025	Formatted headings for clarity and added detail to the Endpoints section.
0.3	9/17/2025	Updated to clarify the XML options and token features. Removed note suggesting the endpoints are not automatically routed from PayDirect.
1.0	9/17/2025	Published v1.0.
1.1	10/6/2025	Added Appendix: Form POST XML Requirements.
1.2	10/6/2025	Updated title of the Appendix to XML Requirements. Revised screenshot. Formatted XML examples to be side by side.
2.0	10/6/2025	Published v2.0.



**Chief
Information
Office**

Peter Loo
CHIEF INFORMATION OFFICER

CIO ANALYSIS

DRAFT

BOARD AGENDA DATE:

12/9/2025

SUBJECT:

**CONTRACT FOR THE ELECTRONIC PERMITTING AND INSPECTIONS COUNTY OF LOS ANGELES
(EPIC-LA) SYSTEM**

CONTRACT TYPE:

New Contract Sole Source Amendment to Contract #:

SUMMARY:

The Department of Regional Planning (DRP) is requesting delegated authority to execute a sole source contract with Tyler Technologies to migrate from the current on-premise platform to Tyler's SaaS environment and professional services for DEO and Fire Phase 2 and 3 implementations. The new SaaS platform promises improved performance and new customer portal functionality for constituents. DRP is also asking for delegated authority to execute amendments to the contract through the initial term and two one-year extension terms, to approve and execute change notices or amendments, to make changes to contract/SOW as needed to transfer some or all of the involved departments' functions to another County department, and to reassign authorities delegated by the Board to the Director to another County official in connection with the transfer of some or all of the involved departments' functions to another County department.

On June 17, 2025, the Board approved delegated authority for DRP to execute Amendment 8 for an additional year of the original contract so contract negotiations could be completed. The new Contract with Tyler Technologies is for a term of three years with (2) one-year options from June 1, 2026, through December 31, 2031, for a maximum Contract sum of \$18,782,422. Licensing will be unlimited for the current departments, DRP, Public Works (DPW), Fire, Parks and Recreation (DPR), Treasurer-Tax Collector (TTC) and Department of Equal Opportunity (DEO). Pricing negotiations led to an additional \$300,000 discount for the first year, on top of the \$2,033,584 already applied. There are no additional costs for implementation services to migrate from the current on-premise hosting to SaaS. DEO, Fire, and DPW-EH will pay for their implementation services when they onboard onto the EPIC-LA platform.

The Contract scope of services includes requirements for project planning and management, assessment and analysis of current and future state, deployment and configuration, data conversion & validation, user acceptance testing, end user training, and system maintenance and support services.

Contract Amount: \$18,782,422 The requested authorization to increase the maximum Contract by 10 percent is exercised.

Board Letter Subject/Title **CONTRACT FOR LOAN MANAGEMENT SOFTWARE SERVICES**

FINANCIAL ANALYSIS:

Tyler Technologies Contract costs:

One-Time Costs:

SaaS Flip Migration Services.....	\$	0
DEO Professional Services.....	\$	193,500 ¹
Fire Ph 2 Professional Services.....	\$	338,299 ²
Fire Ph 3 Professional Services.....	\$	21,000 ³
DPW-EH Professional Services.....	\$	326,900 ⁴
Subtotal One-Time Costs:.....	\$	879,699

Ongoing Annual Costs:

Year 1 Enterprise Permitting & Licensing (EPL).....	\$	2,685,221 ⁵
Year 2 Enterprise Permitting & Licensing	\$	3,134,482
Year 3 Enterprise Permitting & Licensing	\$	3,291,206
Subtotal Ongoing Costs:.....	\$	9,110,909

Optional Costs:

Year 4 Enterprise Permitting & Licensing	\$	3,455,766
Year 5 Enterprise Permitting & Licensing)	\$	3,628,555
Subtotal Optional Costs.....	\$	7,084,321

Total – Contract Sum..... \$ **17,074,929**

10% Contingency \$ **1,707,493**

Total – Maximum Contract Sum..... \$ **18,782,422**

Notes:

¹ Includes Configuration training, Custom Forms/Letter/Reports, Process Validation Training, Implementation & Project Management Services, Solutions Orientation & Train-the-Trainer Training. Also includes estimated travel expenses up to \$8500. To be paid solely by DEO.

² Includes Configuration training, Custom Forms/Letter/Reports, Implementation & Project Management Services, Solutions Orientation & Train-the-Trainer Training. Also includes estimated travel expenses up to \$8500. To be paid solely by Fire.

³ Includes Data Conversion, Setup & Configuration, Training Services (Company Inspector Mobile), & User Training Videos & Job Aids. To be paid solely by Fire.

⁴ Includes Configuration training, Custom Forms/Letter/Reports, Data Conversion, Integration for API/SDK Support, Implementation & Project Management Services, Solutions Orientation & Train-the-Trainer Training. Also includes estimated travel expenses up to \$22,500. To be paid solely by DPW.

⁵ Includes Software for EPL licensing \$333,333/month, Business Management Suite \$5167/month, Community Development Suite \$5167/month, EPL Foundation \$3667/month, Environmental Health Suite \$3083/month and Extensions for eReviews \$5667/month, Decision Engine \$4167/month, Citizen Connect-Environmental Health \$2000/month, EPL Civic Access Credit Card Payment API Toolkit \$458/month, SSRS Reporting Access \$125/month, and the Fire Prevention Mobile for Company Inspector Mobile \$174 for 177 users, Inspector Mobile \$169 for 92 users, Invoicing Add-on \$49 for 92 users, Onboard Codes-ICC \$10 for 269 users, and API Access/Support \$175/month. Yearly discount of \$2,033,584, and first-year additional discount of \$300,000. To be paid by all participating departments by % of use: DRP 20%, DPW 66%, DPR 10%, Fire 6%, TTC 5%, DPH 1%, & DEO 1%. Increase of 5% each year for length of contract.

⁶ 10% contingency for unanticipated increases in work or special projects

Risks:

1. **Project Management and Governance** – To ensure a successful project, the Office of the Chief Information Officer (OCIO) recommends a strong project governance and dedicated project manager to ensure adherence to schedule and budget, to manage scope changes, to manage contractor performance, and to represent the needs of the LACDA business users. The Project Director is DRP’s Chief Deputy Director, Dennis Slavin and the Project Manager will be Stephanie Todd, Deputy CIO/CEO.
2. **Lack of Contractor Performance** – A critical factor in the success of the project is management of Contractor performance. The Contract has provisions to ensure acceptable contractor performance and correction of deficiencies. These include termination or suspension for convenience, default, improper consideration, insolvency, and non-appropriation of funds; Credits have been outlined in the Client Relief Schedule (Exhibit B1-SLA) for system availability below 99.89%.
3. The information technology security risk was analyzed by DRP’s Information Security Officer and the County Information Security Officer. The project was assessed as low risk, and the vendor’s SOC2 and Vendor Risk Assessment reports were reviewed with no major issues noted. Although no GenAI/LLM are in use, if additions are made in the future, will need an amendment to apply County GenAI controls as appropriate. Also, the proposed contract includes Technology Professional Liability Errors and Omissions Insurance for an aggregate of \$15 million and Cyber security insurance of \$15 million, reducing risk.
4. **Contract Risks** – County Counsel participated in its negotiation and approved the Contract as to form.

PREPARED BY:

(STEPHANIE TODD) DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

PETER LOO, CHIEF INFORMATION OFFICER

DATE