

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
18.3
(ID # 4882)

MEETING DATE:

Tuesday, July 25, 2017

FROM : EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Approval of Amendment No. 4 with KPMG, LLP for the support in implementing initial recommendations from the Countywide Department Review for twenty-four (24) months {All Districts} {Total \$20,300,000}; 85% General Fund, 10% Purchasing/Fleet, 4% RCIT, 1% TLMA/Planning

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman to sign Amendment No. 4 to the professional services agreement with KPMG, LLP, for FY 2017/18 and FY 2018/19 in a not-to-exceed amount of \$20,300,000 to support select departments in taking action to implement opportunities for efficiency and cost savings and further the Countywide Transform RIVCO initiative.

ACTION: Policy


Alex Gann

7/18/2017


Paul McDonnell, County Finance Director

7/20/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Tavaglione, Washington, Perez and Ashley
Nays: Jeffries
Absent: None
Date: July 25, 2017
xc: EO

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 9,800,000	\$ 10,500,000	\$ 20,300,000	\$0
NET COUNTY COST	\$ 7,100,000	\$ 10,100,000	\$17,200,000	\$0
SOURCE OF FUNDS: Contingency – General Fund 85%, Purchasing/Fleet 10%, RCIT 4%, TLMA/Planning 1%			Budget Adjustment: No	
			For Fiscal Year: 17/18, 18/19 & 19/20	

C.E.O. RECOMMENDATION:

BACKGROUND:

Summary

The County Board of Supervisors has embarked on an ambitious agenda to reform operations and transform culture to become more customer-oriented, data-driven and cost-conscious. On October 6, 2015, the Board of Supervisors approved an agreement with KPMG to conduct an assessment of the criminal justice system, its organizational and operational performance, financial review, and review of the law-enforcement contract city rate. On March 29, 2016, the Board approved Amendment No. 1 to support the implementation of the recommendations to improve and enhance the criminal justice system. On March 29, 2016, the Board approved Amendment No. 2 to the KPMG agreement, to look for additional efficiencies and cost savings within the area of general government to include nine (9) departments beyond the Criminal Justice System Review initiative, which is now in "Phase 2 Implementation" status. On December 13, 2016, the Board approved Amendment No. 3 to the KPMG agreement, to support in the implementation of initial recommendations from the Countywide Department review for six (6) months.

KPMG has completed their initial "Phase 1 Assessment" of all nine (9) departments to include the Facilities Management, Purchasing and Fleet, Code Enforcement, Animal Services, Public Social Services, Inmate Health, Information Technology, Human Resources and Planning departments, as well as the further analysis and support approved in Amendment No. 3 for HR, IT and Planning. The Executive Office and Departments wish to ensure seamless continuity in the process to advance certain countywide initiatives and utilize KPMG' unique data analytics and operational improvement capabilities to accelerate potential opportunities for cost containment/reduction (where possible) and performance gains identified (i.e. cycle time, customer service) in previous phases of work. The following initiatives are aimed at delivering such improvements while also building the capability within the County to sustain and enhance such efforts long after KPMG has departed. Workstreams include the following:

- Cross-System Integration: KPMG will provide support to the County in the following areas: 1. Program inventory and overlap analysis, 2. Super utilizer case management

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strategies, 3. Child needs assessment, 4. Cross-system integration ad-hoc policy group support, and 5. Departmental initiative progress monitoring. KPMG analysis to date has identified up to \$20 million in annual savings by designing, mobilizing, and establishing a Policy Group and providing analytical support.

- Human Resources Transformation: KPMG will provide support to the County in the following areas: 1. Establish Program Management Office, 2. Project initiation, 3. Implement quick wins, 4. HR TOM & Workday design phase, 5. Quality assurance, 6. HR TOM & Workday build phase, 7. HR TOM & Workday implement phase, 8. Organizational change management, and 9. Workday technical support. KPMG analysis to date has identified up to \$50 million in savings by implementing a shared services delivery model to enhance HR's strategic, organization, operational, and fiscal performance.
- County Performance Unit Implementation: KPMG will provide support to the County in the following areas: 1. County Performance Unity operating model transition support, 2. Performance Accountability Review process support; 3. Transformation governance process monitoring and support, and 4. Portfolio Steering Group process support.
- Procurement, Fleet and Facilities Optimization: KPMG will provide support to the County in the following areas: 1. Procurement strategic sourcing, 2. Fleet right-sizing and disposition, and 3. Facilities management and janitorial cost reductions. KPMG analysis to date has identified up to \$40 million in annual savings by consolidating purchases, leveraging discounts, and renegotiating agreements.
- Additional Analysis and Support: KPMG will provide support to the County in the following areas: 1. TLMA analytics support, 2. RCIT with configuration support for ServiceNow tools, and 3. Countywide finance and accounting model assessment.
- Public Safety Sustainment Support: KPMG will provide support to the County in the following areas: 1. Resource optimization support, 2. Performance monitoring support, and 3. Ad-hoc committee analytics support. KPMG analysis and support to date has enabled the County to save over \$40 million in FY16/17 and put the County on track to save over \$100 million in annual savings targeted for FY17/18 by staffing and scheduling optimization, demand and capacity management, and analytical support.

The above focus areas are aligned with the presentations made within the Board Workshops in March 2016 (Criminal Justice Report of Recommendations), March 2016 (Criminal Justice Report), September 2016 (IT, HR, ERP), October 2016 (Planning), December 2016 (Recommendations and priority action areas for HR, IT, HCM System, Planning, and Facilities), April 2017 (Procurement, IT, HR, HCM System, Fleet, Facilities, Planning, Code), June 2017 (Criminal Justice Transformation), and July 2017 (Countywide Review and Criminal Justice

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Pilot Efforts Update). This extension is structured as budget-neutral and self-funded based on the savings identified.

This extension of KPMG's work is in alignment with the County Board of Supervisors' vision and strategy for the county. The Board of Supervisors is driving efficient and effective county government that is fiscally responsible and delivers better outcomes for their communities and ensuing public safety. This mission is supported and driven by data, leveraging technology, operating effectively, embedding performance management, and creating optimizations. The Executive Office and KPMG will continue to keep the Board apprised of its findings, recommendations, and results as the transformation process continues.

Impact on Residents and Businesses

Engaging outside experts to evaluate county operations should produce recommendations to improve the cost-effectiveness and quality of those operations for the benefit of all our citizens and internal department users. Cost containment measures will allow us to maintain or improve the quality of service while holding costs even and reinvesting efficiency gains in improved technology and service improvements. The County's proposed initiatives will solidify the County's position as a leader in both national and global practices in data-driven operations and strategic management approach. Ultimately, these efforts will reform the County to become a more customer-oriented, data-driven, and cost-conscious enterprise to enhance outcomes and services to its residents.

SUPPLEMENTAL:

Additional Fiscal Information

The services performed for Amendment No. 4 is a not-to-exceed amount of \$20,300,000. Funding for this contract will be provided from a portion of contingency funds and departmental funds.

As detailed in Attachment B-4 of this Amendment, KPMG has proposed a similar blended hourly billing rate for most of its services at \$370.56. This rate is the same as rates in Amendments Nos. 1, 2 and 3 – and holds for the next 2 fiscal years – creating over \$1.1 million in rate discounts to the County. In addition, the HR Transformation services are being offered by KPMG at a billing rate of \$300.00 per hour less than the other services, or a 23% discount off the \$370.56 hourly rate – amounting to a further \$980,000 plus discount. These discounts are on top of an over \$307,000 discount on Amendment No. 3 hours billed to the County. The sum total of discounts to date amount to an overall value of the \$2.4 million in costs saved, or nearly 6% discount on all KPMG services.

Contract History and Price Reasonableness

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Purchasing released Request for Proposal EOARC-036 on behalf of the Executive Office, sending solicitations to forty companies and advertising on the County's Internet site, seeking qualified consultants to perform a financial, organizational and operational performance review of the Riverside County criminal justice system to assist the Board of Supervisors in developing its budgetary priorities and allocations.

The County received five proposals that were reviewed by an evaluation team consisting of executives from the Executive Office, Economic Development Agency, Orange County Probation Department and San Bernardino County Purchasing Department. Each bid response was evaluated based on the criteria set forth in the RFP: overall response to the RFP requirements, bidders experience and ability, cost & fees, references, financials, clarification, exceptions, deviations and credentials, resumes, licenses, permits, and certifications.

All five vendors gave presentations to the evaluation team, and based on the interview and presentation, KPMG, LLP provided a comprehensive solution to perform the assessment of the criminal justice system organizational and operational performance, financial review; and review the law enforcement contract city rates. During the contract negotiations, County Purchasing reviewed KPMG cost proposal and negotiated a six percent cost reduction. The KPMG staff has extensive experience in national security, law enforcement and working with justice agencies to be more efficient and proactive.

California Government Code Section 23004 provides that a county may make contracts, and purchase and hold personal property necessary to the exercise of its powers. A county's Board of Supervisors hold this legislative power and is authorized to make any contract that is permitted by California state statute or the constitution. Section A-18 of the Board of Supervisory Policy establishes the guidelines and procedures for the procurement of professional services.

Section 4.1 of the Contract dated October 6, 2015 provides that the Board or Purchasing Agent may by written order alter the Agreement. This contract provision adheres to legal precedent which provides that parties to a contract to agree to modifications of the contract as long as the scope of service is legal and both parties agree to the modifications. Attachment B of the Contract references possible Optional Services 1 and 2. Although these services were not explicitly defined in the contract, they were contemplated and clearly possible. Given the language of the Contract, the work performed to date, and the intent of the parties, contracting for these additional services is reasonable without an RFQ.

ATTACHMENT A. Amendment No. 4 to the Agreement with KPMG, LLP

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Gregory V. Priamos, Director County Counsel 7/21/2017

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AMENDMENT NO.4 TO THE AGREEMENT
WITH
KPMG LLP

Original Contract Term:	October 6, 2015 through July 31, 2016
Amendment Date:	March 29, 2016 through June 30, 2019
Amendment Amount:	\$20,300,000
Contract Total:	\$41,490,300
Contract ID:	EOARC-94620-001-07/16

The Agreement between County of Riverside herein referred to as COUNTY and **KPMG LLP**, herein referred to as CONTRACTOR, entered into as of October 6, 2015, and previously amended March 29, 2016 and December 13, 2016, is hereby amended as follows:

1. Amend Section 2.1 of the Agreement to add the following sentence at the end:
"CONTRACTOR shall complete all services required under Attachment A-4 by June 31, 2019."
2. Section 3.1 is deleted in its entirety and replaced with the following: "The COUNTY shall pay for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$41,490,300 including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any CONTRACTOR'S expenses related to this Agreement."
3. Section 3.3 add the following: "CONTRACTOR will be paid as set forth in Attachment B-4, for the scope of services under Attachment A-4."
4. Section 8.3. Create section and add the following: "CONTRACTOR'S services as outlined in this proposal constitute an advisory engagement conducted under the American Institute of Certified Public Accountants ("AICPA") Standards for Consulting Services. Such services are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagements as those services are defined in AICPA literature applicable to such engagements conducted by independent auditors. Accordingly, these services shall not result in the issuance of a written communication to third parties by CONTRACTOR directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance."
5. Exhibit A (Scope of Service) Attachment A-4 to this Amendment consisting of seven (7) pages is added to Exhibit A.
6. Exhibit B (Payment Provisions) Attachment B-4 to this Amendment consisting of six (6) pages is added to Exhibit B.
7. Exhibit C (Additional Terms) Attachment C-4 to this Amendment consisting of five (5) pages is added to Exhibit C.

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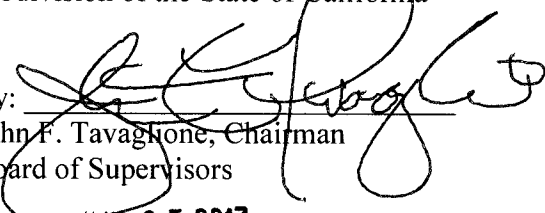
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8. All other terms and conditions of the Agreement not modified herein shall remain unchanged.

COUNTY represents to CONTRACTOR that COUNTY has the authority necessary to award this contract to KPMG without competition, and that award of this contract is made in accordance with all applicable laws, regulations, rules, policies, and requirements.


IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 
John F. Tavagnone, Chairman
Board of Supervisors

Dated: JUL 25 2017

KPMG LLP

By: 
Name: IAN MCPHERSON
Title: PRINCIPAL

Dated: 7/26/2017

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Deputy County Counsel

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ATTACHMENT A-4 ADDITIONAL SCOPE OF WORK

1. The CONTRACTOR'S approach to executing this scope of work Exhibit A-4 will be conducted in accordance with the COUNTY'S agreement with CONTRACTOR approved by the COUNTY Board of Supervisors and executed thereby on October 6, 2015 ("Agreement"), and the preceding Request for Proposal #EOARC-036 under which CONTRACTOR was selected in a competitive procurement process.
2. Exhibit B of the Agreement included an "Optional Services 2" provision for COUNTY to request assistance from CONTRACTOR with "implementation of individual recommendations" as selected by COUNTY. For a period of up to twenty-four (24) months from COUNTY approval of this Attachment A-4, CONTRACTOR will provide support and assistance to the COUNTY as it begins efforts to implement individual recommendations to meet the following objectives (collectively "Transformation Support"):
 - a. Strategy Support: Facilitation of COUNTY strategic planning and development of goals, objectives, and measures against which COUNTY will measure the success of implementing recommendations.
 - b. Analysis Support: Data and process analysis to obtain a deeper empirical understanding of current COUNTY operations utilizing statistical sampling and lean process analysis techniques as appropriate.
 - c. Operational Support: Monitoring of implementation and support for recommendations and operational changes selected by COUNTY for implementation.
 - d. Performance Support: Recommendation and monitoring of key performance indicators to manage the realization and benefits related to recommendations being implemented by COUNTY.
3. Per section 17 of the Agreement, the COUNTY Executive Officer or designee shall administer this effort on behalf of the COUNTY and serve as liaison to facilitate and/or make all relevant management decisions necessary for the implementation of the recommendations that CONTRACTOR will support.
4. COUNTY understands that CONTRACTOR is unable to provide public advocacy, lobbying, or interpretation on matters regarding implementation of laws, regulations, or other policies undertaken by COUNTY as part of the recommendations selected for implementation by COUNTY.

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CONTRACTOR PERFORMANCE

5. CONTRACTOR shall complete the following Transformation Support tasks as directed by COUNTY:
6. Cross-System Integration Analytics & Transition Support:
- a. CONTRACTOR will provide support to COUNTY's efforts in the following areas to contain costs, enhance outcomes, and improve efficiency.

Component	Scope of Effort
Program inventory and overlap analysis	A systematic evaluation of programs based on a comprehensive and agreed upon criteria to identify areas of opportunity for the optimization, consolidation and potential rationalization of programs. Key analytical questions and objectives include: <ul style="list-style-type: none">• Who programs serve and why/how?• What overlap or gaps exist across programs?• What is the level of administrative overhead?• What flexibility exists with funding use?• What alternatives exist to enhance impact?• How can efficiency of programs be improved?
Super utilizer case management strategies	Conducting an analysis of high need service users in the system and using these findings to inform the design of integrated solutions aimed at improving outcomes and reducing overall demand. Key analytical questions and objectives include: <ul style="list-style-type: none">• Who uses services most across the County?• Who uses services most in departments?• Where are duplicative service being offered?• Where are gaps in service causing inefficiency?• How can utilization be shifted or reduced?• How can models of delivery be improved?
Child Needs Assessment	Development of a child needs assessment at a population level to identify gaps or overlaps in coverage and provide a data-driven evidence base for commissioning services for children.
Cross-system integration Ad Hoc Policy Group Support	Provision of ad-hoc support to design, establish, and sustain the Policy Group. This will include the coordination of joint strategy, performance, and service delivery between the involved departments.
Departmental Initiative Progress Monitoring	Provision of support to implement ongoing departmental initiatives.

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7. Human Resources Transformation Support:

- a. CONTRACTOR will provide support to COUNTY's efforts in the following areas to contain costs, enhance customer service, and improve efficiency.

Component	Scope of Effort
Establish Program Management Office	Assist the County's Project Manager in creating a Program Management Office (PMO) to gather information and coordinating integration points with other in-flight projects. Work with the County's Project Manager in developing specific framework around project management that will be used for the period of the Workday Implementation (12 Months), which may include: Critical Success Factors, Project Charters, Project Management Plans and Work Breakdown Structures, Status reporting, Risk and Issues Log, Requirements Tracking, Training, Testing and Security strategies.
Project Initiation	Document HR target operating model scope inclusive of supporting Workday HCM implementation. Finalize core project team across all project components. Conduct formal project kickoff for entire program including HR TOM and Workday implementation.
Implement Quick Wins	Finalize and implement quick win opportunities aligned with HR TOM that are not dependent upon implementation of Workday HCM system leveraging shared services delivery model. Capture and report savings associated with quick wins.
HR TOM & Workday Design Phase	Build out of HR TOM including roles & responsibilities aligned with shared service model. Develop detailed staffing requirements for the HR TOM. Select service center supporting technology to include telephony, case management, scripted knowledge base, etc. Ensure alignment of Workday technology with the HR TOM.
Quality Assurance	Develop a Quality Management Plan (QMP), including all requisite quality standards, checklists, report templates, and processes based on industry leading practices and established quality control principles. The QA Team will provide independent, objective guidance, and experience to help assure project success and lower implementation risk. KPMG will then provide an initial and monthly HCM QA Assessment reports and presentations.
HR TOM & Workday Build Phase	Develop HR service center process definition and documentation (tier handling, escalation, call center scripts, etc.). Establish base service levels for all major processes and track within the case/call management system. Develop training plans required for HR TOM and Workday.
HR TOM & Workday Implement Phase	Develop service center rollout strategy pre-Workday implementation and post-Workday. Coordinate execution of training plans. Support the implementation of the service center technology components.

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Component	Scope of Effort
Organizational Change Management	Conduct stakeholder, impact, learning needs and readiness analysis to inform the development of change management, communication, learning and readiness plans to help key stakeholders and stakeholder groups through a seamless transition to the new HR TOM and HRIT with high levels of commitment and adoption.
Workday Technical Support	A KPMG Workday Certified technical resource will assist the County with technical assistance where needed. This may include: Data Governance, data cleansing, data conversion, data validation, data standards, integrations, reporting analytics and/or security. During the planning phases KPMG will work with Workday and County leadership on a work breakdown structure and schedule to identify where assistance could be needed.

8. County Performance Unit Implementation Support:

- a. CONTRACTOR will provide support to COUNTY's efforts in the following areas to contain costs, enhance outcomes, and improve efficiency.

Component	Scope of Effort
County Performance Unit (CPU) Operating Model Transition Support	Provision of design and implementation guidance to form the CPU structure and to set objectives for the Unit. Advisory support to establish alignment with the Executive Office (EO) across the areas of policy, strategy, performance and finance. Recommendations for roles, skills and capabilities to carry out the Unit objectives and sustain its ongoing role. Development and deployment of performance management tools and organizational change methods to facilitate capacity building.
Performance Accountability Review (PAR) Process Support	Guidance to establish and inform the revised performance and accountability process. Includes strategic assistance to support the CPU, EO and reporting departments through the revised process. Identification of appropriate key performance indicators and assessment of data availability and quality. This includes planning and facilitating the initial and ongoing PAR meetings with departments and EO representatives.
Transformation Governance Process Monitoring & Support	Facilitation of monitoring, status reporting, and articulation of benefits realization of all transformation recommendations and initiatives. This will involve coordination between the EO, CPU and relevant departments to provide lasting governance oversight processes to track continuous improvement efforts. Includes, support for the Strategic Leadership Team (SLT) and CEO in transformation governance.
Portfolio Steering Group (PSG) Process Support	Assistance to designated portfolio leads (CFO/COO/ACEO) to design the structures and internal processes of the portfolio steering groups. This includes

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	facilitating meetings and workshops to develop portfolio strategy, align portfolio strategy to county strategy, identify portfolio initiatives, and monitor portfolio performance.
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9. Procurement, Fleet, and Facilities Optimization Support:

- a. CONTRACTOR will provide support to COUNTY's efforts in the following areas to contain costs, enhance customer service, and improve efficiency.

Component	Scope of Effort
Procurement Strategic Sourcing	This initiative will look to aggregate spend into competitively procured contracts with advantageous commercial and financial terms. This will reduce the total number of vendors and the workload associated with vendor management and invoice processing.
Fleet Right-sizing and Disposition	This workstream will continue to analyze the fleet portfolio within the COUNTY and identify candidate vehicles for disposition. These reductions will bring the transportation supply in line with demand. Reductions will save money through the higher utilization of the remaining units and lower overall fuel consumption.
Facilities Management and Janitorial Cost Reductions	This work will focus on establishing performance measures and service level agreements across the Facilities Management and Janitorial service lines. These measures will allow the COUNTY to investigate outsourcing some portion of the services to a lower cost provider.

10. Finance and Accounting Model Assessment Support:

- a. CONTRACTOR will provide support to COUNTY's efforts in the following areas to contain costs, enhance customer service, and improve efficiency.

Component	Scope of Effort
Current State Assessment	Review current state of finance and accounting activity county-wide, building an activity-based inventory of effort and staffing conducting F&A activities in disparate locations across the COUNTY departments.
Target State Model Options	Provide target operating model scenario options that would enhance service and efficiency while rationalizing unnecessary duplicative effort and redirecting staffing capacity to less administrative and more strategic activities.
Implementation Roadmap Tools	Provide finalized operating model with frameworks for governance, technology, and operational management and a roadmap for target model implementation.

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11. ServiceNow Stabilization Support:

- a. CONTRACTOR will provide support to COUNTY's efforts to enhance customer service, and improve efficiency, including but not limited to the following areas.

Component	Scope of Effort
Current State Assessment	Conduct a health check of ServiceNow deployment.
Review of ServiceNow	Perform Service Taxonomy review and catalog rationalization / expansion.
Deployment Support and Assistance	Assist with Service portal development, branding, and deployment.

12. Transportation and Land Management Agency (TLMA) Analytics Support:

- a. CONTRACTOR will provide support to COUNTY's efforts in the following areas to contain costs, enhance customer service, and improve efficiency.

Component	Scope of Effort
Financial Analytics	Support to establish appropriate cost parameters to guide customer billing practices.
Performance Management Oversight and Design	Assist in establishing department performance targets and reporting dashboards.
Transition Support	Ongoing support to transition work efforts and outputs to county staff to continue to build internal capacity.

13. Public Safety Sustainment Support:

- a. CONTRACTOR will provide support to COUNTY's efforts in the following areas to contain costs, enhance outcomes, and improve efficiency.

Component	Scope of Effort
Resource Optimization Support	Sustainment of implementation of staffing/ demand optimization in Patrol, Jails, District Attorney, Public Defender, and Probation.
Performance Monitoring Support	Monitor performance of departments, recommendations status and system-wide impacts of transformation efforts. This includes monitoring and guidance on CJS departmental efforts to implement the original 51 recommendations referenced in Attachment A-1.
Ad-Hoc Committee Analytics Support	Provide analytical and workshop execution support for ad-hoc committees including Criminal Justice Policy Group, Correctional Planning, Stepping-Up working group and others.

14. COUNTY will provide CONTRACTOR with the necessary oversight, coordination, and information (as available) to allow CONTRACTOR to fulfill its Transformation Support work activities, including:

- a. Designation of a COUNTY Program Manager by the COUNTY Executive Officer to make all management decisions and provide direction related to CONTRACTOR work efforts.

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- b. Documented decisions on those recommendations selected by COUNTY for implementation to allow CONTRACTOR advance notice to mobilize the appropriate resource skills and quantities.
- c. Designation of COUNTY personnel with whom CONTRACTOR can coordinate and will be responsible for discrete work efforts and deliverables to fulfill specific initiatives selected by COUNTY.
- d. Access to COUNTY departments and individual personnel knowledgeable and necessary to involve in CONTRACTOR Strategy Support, Analysis Support, Operational Support, and Performance Support efforts.
- e. Administrative support by COUNTY personnel for reproduction, meeting coordination, appointment scheduling, and facilitation of information requests to COUNTY departments.
- f. Escalation to appropriate COUNTY executive decision-makers of major risks and/or issues identified by CONTRACTOR as part of its Transformation Support work activities.

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ATTACHMENT B-4 ADDITIONAL PAYMENT PROVISIONS

1. The CONTRACTOR'S professional fees to complete the Transformation Support scope of work described in Attachment A-4 over a period of up to twenty-four (24) months are indicated below.
2. Cross-System Integration Analytics & Transition Support
 - a. CONTRACTOR'S compensation will be structured as an overall Not-To-Exceed amount on an all-inclusive Blended Hourly Rate basis based on monthly hours incurred.
 - b. CONTRACTOR shall invoice COUNTY at an all-inclusive Blended Hourly Rate of \$370.56 per hour based on the total actual hours incurred by CONTRACTOR resources in a given month.
 - c. CONTRACTOR shall provide a monthly invoice to COUNTY showing the total actual hours incurred by CONTRACTOR resources in a given month. Below is an estimated payment schedule, subject to change.

d. Estimated Payment Schedule (Assuming July 2017 Start):

Description	Amount	Invoice Due Date
Payment 1 for services provided in July 2017	\$ 245,833.33	September 1, 2017
Payment 2 for services provided in August 2017	\$ 245,833.33	October 1, 2017
Payment 3 for services provided in September 2017	\$ 245,833.33	November 1, 2017
Payment 4 for services provided in October 2017	\$ 245,833.33	December 1, 2017
Payment 5 for services provided in November 2017	\$ 245,833.33	January 1, 2018
Payment 6 for services provided in December 2017	\$ 245,833.33	February 1, 2018
Payment 7 for services provided in January 2018	\$ 245,833.33	March 1, 2018
Payment 8 for services provided in February 2018	\$ 245,833.33	April 1, 2018
Payment 9 for services provided in March 2018	\$ 245,833.33	May 1, 2018
Payment 10 for services provided in April 2018	\$ 245,833.33	June 1, 2018
Payment 11 for services provided in May 2018	\$ 245,833.33	July 1, 2018
Payment 12 for services provided in June 2018	\$ 245,833.33	August 1, 2018
Payment 13 for services provided in July 2018	\$ 245,833.33	September 1, 2018
Payment 14 for services provided in August 2018	\$ 245,833.33	October 1, 2018
Payment 15 for services provided in September 2018	\$ 245,833.33	November 1, 2018
Payment 16 for services provided in October 2018	\$ 245,833.33	December 1, 2018
Payment 17 for services provided in November 2018	\$ 245,833.33	January 1, 2019
Payment 18 for services provided in December 2018	\$ 245,833.33	February 1, 2019
Payment 19 for services provided in January 2019	\$ 245,833.33	March 1, 2019
Payment 20 for services provided in February 2019	\$ 245,833.33	April 1, 2019
Payment 21 for services provided in March 2019	\$ 245,833.33	May 1, 2019

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Payment 22 for services provided in April 2019	\$ 245,833.33	June 1, 2019
Payment 23 for services provided in May 2019	\$ 245,833.33	July 1, 2019
Payment 24 for services provided in June 2019	\$ 245,833.33	August 1, 2019
TOTAL	\$5,900,000.00	

3. Human Resources Transformation Support:

- a. CONTRACTOR'S compensation will be structured as an overall Not-To-Exceed amount on an all-inclusive Blended Hourly Rate basis based on monthly hours incurred.
- b. CONTRACTOR shall invoice COUNTY at an all-inclusive Blended Hourly Rate of \$300.00 per hour based on the total actual hours incurred by CONTRACTOR resources in a given month.
- c. CONTRACTOR shall provide a monthly invoice to COUNTY showing the total actual hours incurred by CONTRACTOR resources in a given month. Below is an estimated payment schedule, subject to change.

d. **Estimated Payment Schedule (Assuming July 2017 Start):**

Description	Amount	Invoice Due Date
Payment 1 for services provided in July 2017	\$ 216,666.67	September 1, 2017
Payment 2 for services provided in August 2017	\$ 216,666.67	October 1, 2017
Payment 3 for services provided in September 2017	\$ 216,666.67	November 1, 2017
Payment 4 for services provided in October 2017	\$ 216,666.67	December 1, 2017
Payment 5 for services provided in November 2017	\$ 216,666.67	January 1, 2018
Payment 6 for services provided in December 2017	\$ 216,666.67	February 1, 2018
Payment 7 for services provided in January 2018	\$ 216,666.67	March 1, 2018
Payment 8 for services provided in February 2018	\$ 216,666.67	April 1, 2018
Payment 9 for services provided in March 2018	\$ 216,666.67	May 1, 2018
Payment 10 for services provided in April 2018	\$ 216,666.67	June 1, 2018
Payment 11 for services provided in May 2018	\$ 216,666.67	July 1, 2018
Payment 12 for services provided in June 2018	\$ 216,666.67	August 1, 2018
Payment 13 for services provided in July 2018	\$ 266,666.67	September 1, 2018
Payment 14 for services provided in August 2018	\$ 266,666.67	October 1, 2018
Payment 15 for services provided in September 2018	\$ 266,666.67	November 1, 2018
Payment 16 for services provided in October 2018	\$ 266,666.67	December 1, 2018
Payment 17 for services provided in November 2018	\$ 266,666.67	January 1, 2019
Payment 18 for services provided in December 2018	\$ 266,666.67	February 1, 2019
TOTAL	\$4,200,000.00	

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4. County Performance Unit Implementation Support:

- a. CONTRACTOR'S compensation will be structured as an overall Not-To-Exceed amount on an all-inclusive Blended Hourly Rate basis based on monthly hours incurred.
- b. CONTRACTOR shall invoice COUNTY at an all-inclusive Blended Hourly Rate of \$370.56 per hour based on the total actual hours incurred by CONTRACTOR resources in a given month.
- c. CONTRACTOR shall provide a monthly invoice to COUNTY showing the total actual hours incurred by CONTRACTOR resources in a given month. Below is an estimated payment schedule, subject to change.
- d. **Estimated Payment Schedule (Assuming July 2017 Start):**

Description	Amount	Invoice Due Date
Payment 1 for services provided in July 2017	\$ 133,333.33	September 1, 2017
Payment 2 for services provided in August 2017	\$ 133,333.33	October 1, 2017
Payment 3 for services provided in September 2017	\$ 133,333.33	November 1, 2017
Payment 4 for services provided in October 2017	\$ 133,333.33	December 1, 2017
Payment 5 for services provided in November 2017	\$ 133,333.33	January 1, 2018
Payment 6 for services provided in December 2017	\$ 133,333.33	February 1, 2018
Payment 7 for services provided in January 2018	\$ 133,333.33	March 1, 2018
Payment 8 for services provided in February 2018	\$ 133,333.33	April 1, 2018
Payment 9 for services provided in March 2018	\$ 133,333.33	May 1, 2018
Payment 10 for services provided in April 2018	\$ 133,333.33	June 1, 2018
Payment 11 for services provided in May 2018	\$ 133,333.33	July 1, 2018
Payment 12 for services provided in June 2018	\$ 133,333.33	August 1, 2018
Payment 13 for services provided in July 2018	\$ 133,333.33	September 1, 2018
Payment 14 for services provided in August 2018	\$ 133,333.33	October 1, 2018
Payment 15 for services provided in September 2018	\$ 133,333.33	November 1, 2018
Payment 16 for services provided in October 2018	\$ 133,333.33	December 1, 2018
Payment 17 for services provided in November 2018	\$ 133,333.33	January 1, 2019
Payment 18 for services provided in December 2018	\$ 133,333.33	February 1, 2019
Payment 19 for services provided in January 2019	\$ 133,333.33	March 1, 2019
Payment 20 for services provided in February 2019	\$ 133,333.33	April 1, 2019
Payment 21 for services provided in March 2019	\$ 133,333.33	May 1, 2019
Payment 22 for services provided in April 2019	\$ 133,333.33	June 1, 2019
Payment 23 for services provided in May 2019	\$ 133,333.33	July 1, 2019
Payment 24 for services provided in June 2019	\$ 133,333.33	August 1, 2019
TOTAL	\$3,200,000.00	

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5. Procurement, Fleet and Facilities Optimization Support:

- a. CONTRACTOR'S compensation will be structured as an overall Not-To-Exceed amount on an all-inclusive Blended Hourly Rate basis based on monthly hours incurred.
- b. CONTRACTOR shall invoice COUNTY at an all-inclusive Blended Hourly Rate of \$370.56 per hour based on the total actual hours incurred by CONTRACTOR resources in a given month.
- c. CONTRACTOR shall provide a monthly invoice to COUNTY showing the total actual hours incurred by CONTRACTOR resources in a given month. Below is an estimated payment schedule, subject to change.

d. Estimated Payment Schedule (Assuming July 2017 Start):

Description	Amount	Invoice Due Date
Payment 1 for services provided in July 2017	\$ 175,000.00	September 1, 2017
Payment 2 for services provided in August 2017	\$ 175,000.00	October 1, 2017
Payment 3 for services provided in September 2017	\$ 175,000.00	November 1, 2017
Payment 4 for services provided in October 2017	\$ 175,000.00	December 1, 2017
Payment 5 for services provided in November 2017	\$ 175,000.00	January 1, 2018
Payment 6 for services provided in December 2017	\$ 175,000.00	February 1, 2018
Payment 7 for services provided in January 2018	\$ 175,000.00	March 1, 2018
Payment 8 for services provided in February 2018	\$ 175,000.00	April 1, 2018
Payment 9 for services provided in March 2018	\$ 175,000.00	May 1, 2018
Payment 10 for services provided in April 2018	\$ 175,000.00	June 1, 2018
Payment 11 for services provided in May 2018	\$ 175,000.00	July 1, 2018
Payment 12 for services provided in June 2018	\$ 175,000.00	August 1, 2018
TOTAL	\$2,100,000.00	

6. Finance and Accounting Model Assessment Support:

- a. CONTRACTOR'S all-inclusive overall costs shall be limited to the Not-To-Exceed amount of \$500,000 for CONTRACTOR's support over a period of up three (3) months.
- b. CONTRACTOR shall provide a monthly invoice to COUNTY in the fixed monthly amounts indicated below.

c. Estimated Payment Schedule (Assuming July 2017 Start):

Description	Amount	Invoice Due Date
Payment 1 for services provided in July 2017	\$ 166,666.67	September 1, 2017
Payment 2 for services provided in August 2017	\$ 166,666.67	October 1, 2017
Payment 3 for services provided in September 2017	\$ 166,666.66	November 1, 2017
TOTAL	\$500,000.00	

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7. ServiceNow Stabilization Support:

- a. CONTRACTOR'S all-inclusive overall costs shall be limited to the Not-To-Exceed amount of \$300,000 for CONTRACTOR's support over a period of up to three (3) months.
- b. CONTRACTOR shall provide a monthly invoice to COUNTY in the fixed monthly amounts indicated below.

c. **Estimated Payment Schedule (Assuming July 2017 Start):**

Description	Amount	Invoice Due Date
Payment 1 for services provided in July 2017	\$ 100,000.00	September 1, 2017
Payment 2 for services provided in August 2017	\$ 100,000.00	October 1, 2017
Payment 3 for services provided in September 2017	\$ 100,000.00	November 1, 2017
TOTAL	\$300,000.00	

8. TLMA Analytics Support:

- a. CONTRACTOR'S all-inclusive overall costs shall be limited to the Not-To-Exceed amount of \$200,000 for CONTRACTOR's support over a period of up to six (6) months.
- b. CONTRACTOR shall provide a monthly invoice to COUNTY in the fixed monthly amounts indicated below.

c. **Estimated Payment Schedule (Assuming July 2017 Start):**

Description	Amount	Invoice Due Date
Payment 1 for services provided in July 2017	\$ 33,333.33	September 1, 2017
Payment 2 for services provided in August 2017	\$ 33,333.33	October 1, 2017
Payment 3 for services provided in September 2017	\$ 33,333.33	November 1, 2017
Payment 4 for services provided in October 2017	\$ 33,333.33	December 1, 2017
Payment 5 for services provided in November 2017	\$ 33,333.33	January 1, 2018
Payment 6 for services provided in December 2017	\$ 33,333.33	February 1, 2018
TOTAL	\$200,000.00	

9. Public Safety Sustainment Support:

- a. CONTRACTOR'S compensation will be structured as an overall Not-To-Exceed amount on an all-inclusive Blended Hourly Rate basis based on monthly hours incurred.
- b. CONTRACTOR shall invoice COUNTY at an all-inclusive Blended Hourly Rate of \$370.56 per hour based on the total actual hours incurred by CONTRACTOR resources in a given month.
- c. CONTRACTOR shall provide a monthly invoice to COUNTY showing the total actual hours incurred by CONTRACTOR resources in a given month. Below is an estimated payment schedule, subject to change.

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d. **Estimated Payment Schedule (Assuming July 2017 Start):**

Description	Amount	Invoice Due Date
Payment 1 for services provided in July 2018	\$ 325,000.00	September 1, 2018
Payment 2 for services provided in August 2018	\$ 325,000.00	October 1, 2018
Payment 3 for services provided in September 2018	\$ 325,000.00	November 1, 2018
Payment 4 for services provided in October 2018	\$ 325,000.00	December 1, 2018
Payment 5 for services provided in November 2018	\$ 325,000.00	January 1, 2019
Payment 6 for services provided in December 2018	\$ 325,000.00	February 1, 2019
Payment 7 for services provided in January 2019	\$ 325,000.00	March 1, 2019
Payment 8 for services provided in February 2019	\$ 325,000.00	April 1, 2019
Payment 9 for services provided in March 2019	\$ 325,000.00	May 1, 2019
Payment 10 for services provided in April 2019	\$ 325,000.00	June 1, 2019
Payment 11 for services provided in May 2019	\$ 325,000.00	July 1, 2019
Payment 12 for services provided in June 2019	\$ 325,000.00	August 1, 2019
TOTAL	\$3,900,000.00	

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ATTACHMENT C-4 ADDITIONAL TERMS

1. This Attachment pertains to the ServiceNow support outlined in Attachment A-4, Section 11. The terms below only apply to CONTRACTOR's ServiceNow support and does not apply the other scope of work identified in Attachment A-4.
2. **Definitions.** "Client Infrastructure" shall mean the Client's owned or licensed facilities, work-space, computers and other equipment, software, documentation, data and information, the access to and/or use of which are necessary for Contractor to provide the Services and the Deliverables. "Client Materials" shall mean (i) designs, methods, procedures, processes, models, templates, software, data, components, programs, systems, documentation, drawings and specifications created by or licensed to Client or one of the Client Parties prior to or independently of this Agreement and any subsequent modifications, enhancements, improvements or derivative works of same. "Contractor Property" is modified to include the following materials within its definition: components, programs, systems, analysis frameworks, documentation, drawings and specifications owned by or licensed to Contractor or one of the other KPMG Parties prior to this Agreement; and any subsequent modifications, enhancements, improvements or derivative works of any Contractor Property. "Custom Client Deliverable" shall mean a Deliverable that (i) is identified as a "Customer Client Deliverable" in a Statement of Work, (ii) is developed to meet client's unique business requirements, and (iii) is not based on or does not include Contractor Property. Any terms not defined herein have the meaning ascribed to them in the Statement of Work or Agreement to which this Addendum is attached or incorporated into by reference.
3. **Construction.** The provisions of this Systems Implementation Addendum shall take precedence over the provisions of the Agreement notwithstanding any inconsistent, conflicting or contrary provisions therein.
4. **Ownership and Use of Materials Related to the Services.**
 - a. Notwithstanding the provisions of the Agreement, upon full and final payment of all amounts owed to Contract, Client shall own the intellectual property rights in the Custom Client Deliverables. Client grants to Contractor a non-exclusive, royalty-free, perpetual right to use, copy, adapt, modify, and sub-license Custom Client Deliverables, subject to Contractor's confidentiality obligations to Client under the Agreement. Contractor shall own the intellectual property rights in all Deliverables, whether developed by or on behalf of Contractor solely or both parties jointly. Upon full and final payment by Client of amounts due under the Statement of Work, Client will have a fully paid up, perpetual, non-exclusive, non-transferable, license to use, copy, make derivative works of, distribute, display, and sublicense Deliverables (and any Contractor Property, to the extent that these are embedded in the Deliverables) for Client's own use in Client's business for the purposes for which they were delivered, but Client must not provide any Deliverables (or any Contractor Property, to the extent that these are embedded in the Deliverables), or copies of them, to any third party for any

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reason other than to operate, maintain, and enhance Client's use of the Deliverables in Client's business.

- b. In connection with any Client Materials provided by Client to Contractor in connection with provision of the Services, Client grants to Contractor, only to the extent necessary for Contractor to provide the Services to Client, a non-exclusive, royalty-free right and license to use, copy, modify, make derivative works of, distribute, display, sublicense, and transmit such Client Materials.
- c. Upon delivery of a Deliverable to Client, Client shall review the Deliverable in accordance with the acceptance procedure and time frame specified in the applicable Statement of Work, or where no such procedure is specified, within ten (10) business days of delivery. Client may reject the deliverable within such time frame by providing to Contractor a written notice of rejection ("Rejection Notice") including a list of material non-conformities with the specifications set forth in the Statement of Work (the "Specifications") for such Deliverable. The Deliverable will be accepted when the acceptance period (if any) specified in the applicable Statement of Work has expired without Contractor receiving a Rejection Notice, or when Client makes productive use of such Deliverable (notwithstanding any rejection of such Deliverable), whichever occurs first.

5. Warranties and Disclaimers.

- a. Contractor warrants to Client that (i) Contractor will provide the Services called for by this Agreement using reasonable care and skill and (ii) for a period of ninety (90) days after acceptance thereof, each Deliverable as delivered by Contractor will conform to its Specifications in all material respects. Any claim for breach of the Contractor warranties in this Paragraph 4.a. with respect to any Service or Deliverable must be made by written notice to Contractor within thirty (30) days of provision of such Services or ninety (90) days of acceptance of such Deliverable. For any such breach, Client's exclusive remedies, and Contractor's entire liability, shall be, at Contractor's option, (i) the re-provision of such Services, (ii) the repair and replacement of the Deliverable, or (iii) in the event (i) and (ii) are not available, the refund to Client of the amount paid to Contractor for the specific Service or Deliverable.
- b. Client represents and warrants to Contractor that Client has obtained (i) all consents (if any) required to grant Contractor the right to use and/or access any Client Infrastructure, Client Materials, and third party hardware and software, in connection with providing the Services and the Deliverables under such Statement of Work and (ii) all other consents, permits, licenses and other approvals required to permit Client to perform its obligations under such Statement of Work and to permit Contractor to provide the Services and the Deliverables under such Statement of Work.
- c. Client understands that contractor is providing the services hereunder in relation to systems and data that have been produced by client, or supplied to client by third parties, and for all of which contractor has no responsibility. except as

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expressly stated in this paragraph 4, contractor makes no warranties of any kind or nature with respect to services, deliverables, products or otherwise, whether expressly in the agreement or otherwise or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or use, or non-infringement, or the appropriateness of client or third-party specifications. In addition, contractor expressly disclaims any warranty or liability with respect to design or latent defects or compliance with laws, regulations, or other official government releases applicable to client, which shall be the sole responsibility of client.

- d. The Services may include providing assistance to Client with Client's procurement of third-party hardware, software or other items which will be identified in the Statement of Work ("Third Party Materials"). Unless otherwise expressly stated in the applicable Statement of Work, Client will license or purchase such Third Party Materials directly from the vendor or reseller (which may be an affiliate of Contractor). Client retains sole responsibility for the selection of such Third Party Materials, and, unless the applicable Statement of Work expressly specifies otherwise, the payment therefor. Contractor makes no warranties of any kind with respect to such Third Party Materials. If Contractor agrees to provide any Third Party Materials as part of the Services or Deliverables, such Third Party Materials are provided on an "as is" basis without warranty from Contractor, with the exception of manufacturers' or licensors' warranties which Contractor is able to arrange for Client's benefit. Contractor, its affiliates, and subcontractors, reserve the right to retain ancillary benefits, including credits, rebates or referral fees, they may receive relating to such Third Party Materials, regardless of whether Client pays for such Third Party Materials directly, on a pass-through basis, or otherwise. Client agrees that the retention of such benefits shall not constitute a conflict of interest.
6. **Limitations on Liability.** Contractor's limitation on liability set forth in the Agreement for the intellectual property infringement indemnity shall not be excluded from the limitations on liability and shall be capped at the agreed-to amount set forth in the Agreement.
7. **Indemnification.** Client shall indemnify and defend the KPMG Parties from and against any and all Liabilities incurred or suffered by or asserted against any of the KPMG Parties in connection with a third party claim to the extent resulting from (i) anything provided by or on behalf of any of the Client Parties which is incorporated into any Deliverables, or Contractor's compliance with any designs, specifications, or instructions provided by or on behalf of any of the Client Parties; (ii) Client's failure to obtain any consents, permits, licenses or other approvals described in Paragraph 4(b) hereof; (iii) use of any Deliverables other than for Client's own internal use or the purposes for which they were delivered; (iv) combination, operation, or use of any Deliverables with any product, data, apparatus, or business method that Contractor did not provide, or the distribution, operation or use of any Deliverables for the benefit of a third party; (v) use of any altered, modified or revised version of any

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Deliverables that was not expressly authorized in writing by Contractor; (vi) use of any Deliverables without corrections or modifications provided by Contractor; (vii) third party software; or (viii) any aspect of Client's Infrastructure which existed prior to Contractor's provision of the Services or the Deliverables.

8. **Changes and Adjustment Events.**

- a. The parties acknowledge and agree that the occurrence of any of the following events (each, an "Adjustment Event") may require an extension in the schedule set forth in the Statement of Work and/or an increase in the fees and expenses and/or an increase in the work Contractor is to provide: (A) a change to, deficiency in, or retraction of information or materials supplied to Contractor by or on behalf of any of the Client Parties; (B) a failure by any of the Client Parties and/or their vendors to perform any of their respective responsibilities in a timely manner, including, without limitation, the supply to Contractor of adequate resources and information; (C) removal, replacement or relocation of any of Contractor personnel requested by or on behalf of any of the Client Parties; (D) a disruption in Contractor's operations caused by any of the Client Parties or a third party acting on behalf of any of the Client Parties; (E) the failure of any Client Infrastructure provided by or on behalf of any of the Client Parties to perform in accordance with its specifications; (F) an unanticipated event that changes the service needs or requirements of Client; (G) circumstances beyond the reasonable control of Contractor, including actual or potential Force Majeure Events (as defined below); (H) a change in law, regulation, or enforcement; or (I) any assumption in a Statement of Work not being fully realized.
- b. In the event an Adjustment Event occurs or the parties agree on a change to the scope of Services, Contractor may prepare and provide to Client a proposed change order identifying the impact and setting forth any applicable adjustments in the schedule and/or payments to Contractor. An authorized representative of each party shall promptly sign each such proposed change order to acknowledge the impact and to indicate that party's agreement to the adjustments.
- c. Notwithstanding subparagraph a. of this Paragraph 8, if any delays or deficiencies in the Services or Deliverables occur as a result of Adjustment Events, the scheduled completion date for the affected Services and/or Deliverables for the applicable Statement of Work shall be extended to the extent of any such delays, and Contractor shall not incur any liability to Client as a result of such delays or deficiencies.

9. **Export Control.** Client hereby acknowledges and agrees that: (a) Client is solely responsible for compliance with any and all applicable US and other laws and regulations related to import and export of any commodities, software, technical data or technology provided to or obtained from Contractor under this Agreement, including Client Materials, Contractor Property and Deliverables (collectively, "Project Materials"); (b) diversion of any Project Materials controlled for export under the International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130

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("ITAR") or the Export Administration Regulations, 15 C.F.R. Parts 730-774 ("EAR") contrary to these and other U.S. laws and regulations is prohibited; (c) Client shall not take any action, or omit to take any action, that would cause, result in, or have the effect of causing any part of the Contractor's performance of this Agreement to be in violation of the ITAR, EAR or any other applicable laws and regulations; (d) Client will not use, access, supply, transfer or re-export the Project Materials, directly or indirectly, to or from U.S.-embargoed countries or parties who are subject to blocking actions, denial orders or other sanctions by the U.S. government ("Prohibited Parties"); (e) Client will not use or transfer the Project Materials for any end-use prohibited by the U.S. government, such as the proliferation of nuclear weapons, chemical/biological weapons, weapons of mass destruction or missiles capable of delivering such weapons, unless expressly authorized by the U.S. government; and (f) Client is solely responsible for obtaining any and all required licenses or other authorizations, and filing any required reports, for import, export or re-export of the Project Materials

Resolution No. 2017-153

Exhibit A

Riverside County Regional Medical Center Enterprise fund
Payment Schedule for Funds transferred from
Waste Management Department Enterprise Fund

<u>Period</u>	<u>Payments</u>	<u>Balance</u>
11/27/2013	\$ -	\$ 25,856,400
6/30/2014	\$ -	\$ 25,856,400
6/30/2015	\$ -	\$ 25,856,400
6/30/2016	\$ 3,693,771	\$ 22,162,629
6/30/2017	\$ 3,693,771	\$ 18,468,858
6/30/2018	\$ -	\$ 18,468,858
6/30/2019	\$ -	\$ 18,468,858
6/30/2020	\$ -	\$ 18,468,858
6/30/2021	\$ -	\$ 18,468,858
6/30/2022	\$ -	\$ 18,468,858
6/30/2023	\$ 3,693,772	\$ 14,775,086
6/30/2024	\$ 3,693,772	\$ 11,081,315
6/30/2025	\$ 3,693,772	\$ 7,387,543
6/30/2026	\$ 3,693,772	\$ 3,693,772
6/30/2027	\$ 3,693,772	\$ -