



SciQuest is now JAGGAER. A New Name for a New Era.

Optional Solutions and Implementation Scope

PUARC-20871-001-06/23

Budgetary Estimate

Optional solutions and implementation services, include, but are not limited to:

- Supplies Manager (License and Services)
- Spend Radar (License and Services)
- Additional Development Instance (License and Services)
- ServiceNow Integration (Services Only)
- Additional Training (Services Only)
- Data Warehouse Integration (Services Only)

	Annual License Fee	Implementation Fees	Estimated Travel Fees
Supplies Manager (Inventory)	\$64,554	\$76,400 - \$98,220	\$10,000
Spend Radar (Analytics)	\$173,369	\$440,072 - \$516,844	\$20,000
Additional Development Instance	\$6,395	\$18,300 - \$26,300	\$0
Service Now Integration	N/A	\$20,126 - \$28,490	\$0
Additional Training	N/A	\$22,620 - \$26,108	\$5,000
Data Warehouse Integration	N/A	\$43,730 - \$50,726	\$5,000

Pricing Assumptions

The below assumptions will require a Statement of Work. All pricing provided above is an estimate only, and final price will be determined once a Statement of Work has been completed. License fees are billed on an annual basis. Pricing is in alignment with the NASPO Valuepoint Agreement.

- Implementation pricing assumes:
 - Supplies Manager
 - No Integrations
 - Spend Radar
 - Spend Radar pricing assumes annual spend of up to \$9.5B
 - Up to 20 extracts
 - Up to 8 Million Lines
 - This includes 10 named users at Riverside County
 - Additional Instance
 - This instance will be implemented during the initial project
 - Any update to the development environment after the initial build by JAGGAER will be the responsibility of the County of Riverside
 - Including integrations defined in Statement of Work
 - ServiceNow Integration
 - Including a Purchase Requisition or Purchase Order Integration
 - Includes a Receipt Export Integration
 - Additional Training
 - Includes onsite training for up to 15 users for 6 hours
 - Data Warehouse Integration
 - Includes a Purchase Requisition Export, Purchase Order Export and Invoice Export to the Riverside County Data Warehouse Solution

NOTE: Any integration points not listed above will require adjustments to pricing.

- Integrations assume an Integration as a Service (IaaS) method for setting up connectivity to your financial system.

Pricing is valid through December 15, 2017

The proposal contained herein is for evaluation purposes only. If you wish to purchase the proposed solution, an Order Form and/or Statement of Work will be provided for your signature.



PROFESSIONAL SERVICE AGREEMENT

For

EPROCUREMENT SYSTEM IMPLEMENTATION SERVICES

between

COUNTY OF RIVERSIDE

and

HURON CONSULTING SERVICES LLC



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance.....	4
3. Compensation.....	4
4. Alteration or Changes to the Agreement	5
5. Termination	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	7
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility	8
10. Subcontract for Work or Services	9
11. Disputes	9
12. Licensing and Permits	10
13. Use by Other Political Entities	10
14. Non-Discrimination	10
15. Records and Documents	11
16. Confidentiality	11
17. Administration/Contract Liaison.....	12
18. Notices.....	12
19. Force Majeure.....	14
20. EDD Reporting Requirements.....	14
21. Hold Harmless/Indemnification	14
22. Insurance	15
23. General	18
Attachment I-HIPAA Business Associate Attachment to the Agreement.....	
Exhibit A, Scope of Services.....	32
Exhibit B, Payment Provisions.....	37

This Professional Service Agreement (the "Agreement"), made and entered into as of the 26th day of September 2017, by and between Huron Consulting Services LLC, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified below in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions and Attachment I, HIPAA Business Associate Addendum to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. The CONTRACTOR warrants that the Services will be performed with reasonable care in a diligent and competent manner, and in accordance with industry standards. The CONTRACTOR'S sole obligation will be to correct any non-conformance with this warranty, provided that COUNTY provides CONTRACTOR written notice within ten (10) days after the Services provided are performed or delivered. The notice will specify and detail the non-conformance, and CONTRACTOR will have a reasonable amount of time to correct the non-conformance, based on its severity and complexity.

CONTRACTOR does not warrant and is not responsible for any third party products. COUNTY'S sole and exclusive rights and remedies with respect to any third party products are against the third party vendor and not against CONTRACTOR.

THIS WARRANTY IS CONTRACTOR'S ONLY WARRANTY CONCERNING THE SERVICES PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Appendix A of this Agreement. CONTRACTOR is not to perform similar services or provide products to the COUNTY except as set forth in this Agreement, or as expressly approved in other agreements approved by the Board of Supervisors. CONTRACTOR has designated Jens Brown as the assigned employee undertaking the services provided pursuant to this Agreement. Any change to the designated employee is subject to COUNTY approval.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. **Period of Performance**

2.1 This Agreement shall be effective September 26, 2017 and continues in effect through February 1, 2019, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. **Compensation**

3.1 The COUNTY shall pay the CONTRACTOR for services performed and expenses incurred in accordance with Exhibit B, not to exceed One Million Sixty Eight Thousand Two Hundred Thirty One Dollars (\$1,068, 231). 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.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after confirming Services. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (PUARC-91800-002-02/19); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect

4. **Alteration or Changes to the Agreement**

4.1 The Board of Supervisors or the COUNTY Purchasing Agent and/or his designee, pursuant to the authorities granted to the Purchasing Agent by the Board, are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, she may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. **Termination**

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 Either party may, upon five (5) days written notice terminate this Agreement for other party's material breach of this Agreement, if the breaching party refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not promptly cure such failure. In the event of such termination is due to CONTRACTOR's material breach, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products in existence at the time of termination, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 **[Intentionally Blank]**

5.6 CONTRACTOR is not debarred from the System for Award Management (SAM). If the Agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY. Notwithstanding the above, CONTRACTOR will retain sole and exclusive ownership of all right, title and interest in CONTRACTOR'S work papers, proprietary information, processes, methodologies, know-how and software ("CONTRACTOR Property"), including such information as existed prior to the delivery of CONTRACTOR'S Services and, to the extent such information is of general

application, anything which CONTRACTOR may discover, create or develop during CONTRACTOR'S performance of Services for COUNTY. To the extent CONTRACTOR'S deliverables to COUNTY contain CONTRACTOR Property, upon full and final payment of all amounts due CONTRACTOR hereunder, CONTRACTOR grants COUNTY a non-exclusive, non-assignable, royalty-free, perpetual license to use it in connection with the deliverables and for no other or further use without CONTRACTOR'S express, prior written consent. If CONTRACTOR'S deliverables are subject to any third party rights in software or intellectual property, CONTRACTOR will notify COUNTY of such rights. CONTRACTOR'S deliverables are to be used solely for the purposes intended under this Agreement and may not be disclosed, published or used in whole or in part for any other purpose. The rights granted by CONTRACTOR above do not include any rights in third party materials not provided or furnished by CONTRACTOR. All third party materials are subject to the terms and conditions of the applicable license or other agreement between COUNTY and the applicable third party provider.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the

CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for a material breach.

8.2 In all of CONTRACTOR'S work under this Agreement, the activities, conclusions, strategies and recommendations that CONTRACTOR develops and implements represent its experienced judgment, based on the information supplied to CONTRACTOR. COUNTY will provide accurate and complete information to CONTRACTOR, and CONTRACTOR will rely upon the information it receives from COUNTY. COUNTY is responsible for reviewing and approving all work suggested, provided, or undertaken by CONTRACTOR. COUNTY acknowledges that CONTRACTOR'S Services are consultative in nature and are offered as suggestions subject to COUNTY'S approval. All Services provided by CONTRACTOR shall be used by COUNTY in a manner consistent with all applicable payer requirements, rules, regulations and laws.

8.3 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed

by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR shall fully comply with all applicable federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in applicable federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement by CONTRACTOR. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.

Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. The CONTRACTOR shall reasonably proceed with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement or the COUNTY disallowing payment(s) made to CONTRACTOR pursuant to Section 22.3 below, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. [Intentionally Blank]

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq),

the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested in writing by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY except as expressly provided herein. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Refer to Attachment 1 of this agreement.

16.4 With respect to any information supplied in connection with this Agreement and designated by the CONTRACTOR as confidential (“CONTRACTOR Confidential Information”), the COUNTY agrees to protect CONTRACTOR Confidential Information only to perform its obligations under this Agreement and for no other purpose.

16.5 Neither party shall disclose, transfer, publish or display Confidential Information belonging to the other party to any third parties, unless expressly permitted herein. Each party shall restrict access to the other party’s Confidential Information to its own personnel with a need to know. The COUNTY shall prevent the unauthorized disclosure of CONTRACTOR’S Confidential Information to other consultants, accounting firms (including COUNTY’S auditors), software vendors, or CONTRACTOR’S competitors or potential competitors. Confidential Information may be disclosed to the COUNTY’S or CONTRACTOR’S legal counsel. Confidential Information may be disclosed to the COUNTY’S or CONTRACTOR’S external financial statement auditors to the extent necessary for periodic financial statement auditing purposes only and on the condition that the disclosed Confidential Information is to be used only for the purpose of complying with generally accepted auditing procedures necessary for the certification of periodic financial statements. The exception in the prior sentence does not permit disclosure for the purpose of auditing Project processes or methodologies by third parties. If CONTRACTOR uses a subcontractor to assist CONTRACTOR, COUNTY hereby grants CONTRACTOR permission to disclose COUNTY Confidential Information to CONTRACTOR’S subcontractor for the purpose of the subcontractor assisting CONTRACTOR hereunder, provided that such subcontractor agrees to the same restrictions and conditions on use and disclosure of COUNTY Confidential Information to which CONTRACTOR has agreed. This will not apply to information which is: (i) publicly known, (ii) already known to the recipient, (iii) lawfully disclosed by a third party, (iv) independently developed, (v) disclosed pursuant to legal requirement or order, or (vi) disclosed to taxing authorities or to representatives and advisors in connection with tax filings, reports, claims, audits and litigation.

16.6 The COUNTY shall promptly advise CONTRACTOR in advance if it or any of its legal or business consultants is requested, pursuant to a public records law request, to disclose to any third party any of the Confidential Information belonging to the CONTRACTOR. In the event any third party requests copies of such information which is proprietary and confidential to CONTRACTOR, then the COUNTY will immediately inform CONTRACTOR and, though the COUNTY and CONTRACTOR will work together, the burden will be on CONTRACTOR to sufficiently establish that such information shall not be disclosed under applicable law. Each party shall promptly advise the other in advance if it or any of its legal

or business consultants is legally required, pursuant to a subpoena, a court order or other legal process, to disclose to a third party any of the Confidential Information belonging to the other party, and shall cooperate with the other party to obtain a protective order pertaining to such Confidential Information.

16.7 A breach of any obligations in this Section 16 will cause irreparable harm to the owner of the Confidential Information and, therefore, in addition to any other remedy available in law, the owner shall be entitled to immediate injunctive relief, without showing any actual damages sustained, to prevent any further unauthorized disclosure or unpermitted use of its Confidential Information.

16.8 These obligation regarding the protection of Confidential Information shall survive the termination of this Agreement and shall remain in effect perpetually.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

County of Riverside Purchasing and Fleet Services

2980 Washington Street
Riverside, CA 92504
Attn: Mark Whitesell

CONTRACTOR

Huron Consulting Services LLC

550 W. Van Buren
Chicago, IL 60607

With a Copy to:
Huron Consulting Services LLC
550 W. Van Buren Street
Chicago, IL 60607
Attn: Legal Department

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification/Limitation of Liability

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.5 Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any special, consequential, incidental, indirect or exemplary damages. Further, neither party's liability to the other under any theory shall exceed an amount equal to the total fees payable under Section 3.1 of this Agreement. The foregoing limitations shall not apply to claims arising out of a party's breach of confidentiality or data security.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability:

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein. Further, said Certificate(s) and policies of insurance

shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Contractor prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. Contractor shall provide prompt notice to the County of Riverside of any termination or reduction below required limits. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 Neither party shall delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of the non-assigning party, which shall not be unreasonably withheld. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of a party to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing the party from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement pursuant to Section 11.2 above, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on written request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. Except for any third party materials, the CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures to the

extent such COUNTY policies and procedures are provided by the COUNTY to the CONTRACTOR. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation. If CONTRACTOR personnel are required to comply with COUNTY compliance policies, and the CONTRACTOR'S compliance policies conflict with the COUNTY compliance policies, the parties will work to determine an appropriate solution to ensure that the CONTRACTOR'S personnel will not be subject to conflicting compliance requirements.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement supersedes and replaces any prior discussions, representations or agreements, written or oral, as to its subject matter.

23.14 During the term of this Agreement and for a period of one year following its expiration or termination, neither party will directly or indirectly solicit, employ or otherwise engage any of the employees of the other party (including former employees) or contractors who were involved in the engagement. Notwithstanding the foregoing, neither party will be in breach of this provision due to hirings that are made solely as a result of general employment solicitation, such as employment ads placed in newspapers of general circulation or Internet job sites.

23.15 This Agreement shall not provide third parties with any remedy, cause, liability, reimbursement, claim of action or other right in law or in equity for any matter governed by or subject to the provisions of this Agreement.

23.18 Reference. The COUNTY agrees that CONTRACTOR may list the COUNTY in CONTRACTOR'S reference list. CONTRACTOR may disclose in its marketing materials the names and phone numbers of the COUNTY contacts and a summary description of the Services hereunder, subject to written approval of the COUNTY, which approval shall not be unreasonably withheld.

23.19 Work Space. COUNTY agrees to provide CONTRACTOR personnel who are authorized to receive from COUNTY Protected Health Information ("PHI") which is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") with work space which, in the judgment of COUNTY, meets HIPAA requirements, including but not limited to providing appropriate security and physical restrictions to PHI access.

23.20 Third Party Involvement. Neither the COUNTY nor CONTRACTOR will bring a third party into the management or conduct of the Services hereunder or milestone measurement process as an observer, consultant, participant, auditor, or in any other way, without the express written permission of the other party, which permission may be withheld for any reason.

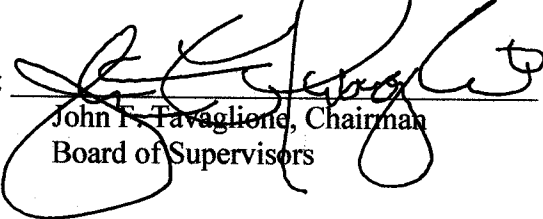
23.23 E-Mail. COUNTY and CONTRACTOR acknowledge that they may correspond or convey documentation via Internet e-mail and that neither party has control over the performance, reliability, availability, or security of Internet e-mail. Therefore, neither party will be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond the party's reasonable control.

23.4 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

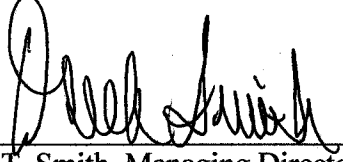
(Signature Page Follows)

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

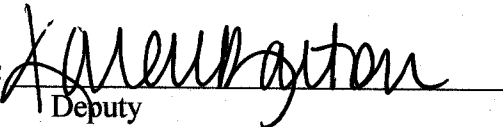
COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
John F. Favaglione, Chairman
Board of Supervisors

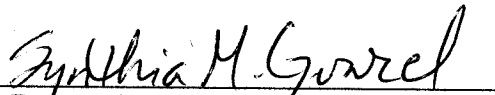
CONTRACTOR

By: 
Derek T. Smith, Managing Director

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Deputy County Counsel
SYNTHIA M. GUNZEL

Attachment I
HIPAA Business Associate Agreement
Addendum to Professional Service Agreement dated _____
Between the County of Riverside and _____

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the above referenced Professional Service Agreement (the "Underlying Agreement") between the County of Riverside ("County") and Huron Consulting Services, LLC ("Contractor") and shall be effective as of the date the Underlying Agreement is executed by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the applicable laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
 - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
 - (2) Breach excludes:
 - (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
 - B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
 - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.

- A. Except as otherwise provided in this Addendum, Contractor, and its subcontractors, if applicable, may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or in the Underlying Agreement or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested in writing by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Prohibited Uses and Disclosures.

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or the Underlying Agreement, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:

- 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
- 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
- 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
- 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI, unless prohibited by law.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
 - G. Make available to the Secretary, in the time and manner designated by Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party unless prohibited by law.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) business days of request from County, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

- 2) Within fifteen (15) days of receiving a written request from County, provide to County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by Contractor's workforce;
 - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
 - 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
 - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:

- a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all reasonable and actual costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

- 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than five (5) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, and all affected Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any breach by Contractor, its officers, employees, subcontractors, agents or representatives arising out of the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall indemnify, at its sole expense, all costs and fees, including but not limited to actual reasonable attorney fees, cost of investigation, defense and settlements or awards, of County, all affected Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such breach under this Addendum. Notwithstanding the foregoing, Business Associate shall not be liable to Covered Entity for exemplary or punitive damages.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, have the right to use counsel of their choice, Contractor's obligation to indemnify and hold harmless County shall be subject to County having given Contractor prompt written notice of the claim and . Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with a reasonable opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
 - 1) Provide the other party with a reasonable opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.

- 2) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI. Notwithstanding the foregoing, County Entity agrees that it is not feasible for Contractor to return those documents necessary for Contractor's internal management and administration, including internal memoranda, and any data or other materials necessary to respond to future County inquiries or to assess the nature of the services provided pursuant to a Services Agreement.

12. General Provisions.

- A. Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. Interpretation of Addendum.**
 - 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. Notices to County.** All notifications required to be given pursuant to the terms of this Addendum shall be made in writing and delivered both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as a party may hereafter designate.

If to County:

County HIPAA Privacy Officer: HIPAA Privacy Manager
County HIPAA Privacy Officer Address: 26520 Cactus Avenue, Moreno Valley, CA 92555

**EXHIBIT A
Scope of Services**

Activity #1: Implementation Readiness Planning

1. CONTRACTOR SHALL develop and define key business processes and identify pertinent decision points prior to the solution implementation and deployment. Areas of focus include relevant business process designs, configuration, integrations, testing, organization readiness, change management planning, and preparation for rollout. CONTRACTOR’s role is to start the process in making this a transformational effort, in terms of re-thinking business processes to get the most value from the Jaggaer solution.

1.1. As part of the planning process related to defining key business processes, CONTRACTOR shall facilitate business process workshops to review topics throughout the planning process with the dual purpose of (1) identifying risks associated with the project prior to implementation and (2) surfacing key business decisions that the organization will need to make throughout the implementation process in advance of the design and configuration efforts.

- Representative examples of the focus areas covered typically include:

Business Process Examples	
Security and Application Management	Vendor Management
Purchase Requisitions	Receiving
Custom Fields / Chart Fields / Accounting Information	PO Invoice Creation
Budget Check/ PR Validation	Non-PO / External Invoices
Approval Workflow	AP Processing / Invoice Entry / Invoice flow
Electronic Forms	Invoice Workflow/Match Exceptions
PO Dispatch	Credit Memos
Change Orders	Payment Status
Contract Request and Management	Sourcing, and RFx Templates
Contract Types, Custom Fields and Conditional Rules	Solicitation and Bidding Rules, Regulatory Compliance
Document Authoring Contract Workflow	Bid Tabulation and Contract Linkage
Electronic Signature	Public and Supplier Access
Data Readiness Examples	Technology Examples
Shipping Addresses	PeopleSoft Application Changes
Billing Addresses	Integration methodology / standards
Units of Measure	Strategy Examples
Commodity Codes (i.e. standard, versions, mapping)	Supplier Enablement and Catalog Content Analysis
Vendors (i.e. types, records, structure)	Training and Testing Standards
User profiles (i.e. format, workflow implications)	County and Regulatory Reporting Approach

- 1.2. Key activities performed during Implementation Readiness Planning include;
- Build-out of a draft implementation project plan, to include RCIT, Huron, Purchasing, Jaggaer and project team activities
 - Facilitation and documentation of Business Process Discussions as outlined in the table above
 - Creation of High Level Business Process Requirements

1.3. **Duration:** Approximately eight (8) weeks

1.4. **Resources:**

- Project oversight and Quality Assurance by a Sr. Director / Director in a part-time capacity. To ensure consistency with previous Huron and County initiatives, the resource has over three years' experience with County projects and operations in the Purchasing and Supply Chain areas.
- Day-to-day activities led by a seasoned Manager in our Procurement Solutions practice in a part-time capacity, and a full-time Analyst / Associate level resource.
- Planning activities occur onsite and off-site.

Activity #2: Implementation Program Management & Solution Advisory Services

2. CONTRACTOR shall provide County Purchasing and the RCIT technical team with advisory services to support the implementation of the Jaggaer contract management and eProcurement solution. This work is intended to be performed after Implementation Readiness Planning outlined above in Activity #1, and the scope includes nine months (9) of subject matter advisory and program support during implementation of the selected integrated contract management and eProcurement solutions.

2.1. During the implementation effort, CONTRACTOR shall leverage experiences with complex eProcurement projects to guide day-to-day program tasks, address process and solution related issues, and share leading practices to help the County gain the full benefit of the revised eProcurement model. This subject matter expertise is knitted throughout our services; however, during the initial months when Jaggaer is engaged, and later during Jaggaer design activities and focus groups, CONTRACTOR shall provide support to the County to articulate and reinforce business decisions and calibrate Jaggaer technical and functional resources understanding of the desired solution. Throughout the project, CONTRACTOR shall serve in this advisory capacity as an extension of the County team, providing County Purchasing leadership with an experienced set of resources able to help evaluate unforeseen project requirements or new procurement related initiatives. This Activity also provides a Huron project team and an integration developer to perform and assist RCIT with integrations between PeopleSoft and Jaggaer.

2.2. Key activities for this advisory and support work typically include:

Key Advisory and Program Support Activities
Providing project management advisory and risk mitigation including building a Project plan framework and assistance in establishing project management tools
Define implementation success factors and provide assistance making key business decisions
Degree of normalization needed for current data structures and assistance extracting required data elements
Craft supplier enablement strategy and targets
Advisory for solution design prototyping
Conduct Business Process Workshops – a variety of workshops with key County Agencies/Departments, Purchasing and other stakeholders to continue to develop and validate the business processes from Activity #1 (above) for use in solution design, and to inform training and communication activities.
Development of contract and spend category specific best practices to take advantage of the solution
Jaggaer to PeopleSoft Integration Services, including: <ul style="list-style-type: none"> • Creation of detailed Integration and Functional Specifications for all PeopleSoft interfaces • Guidance for ERP integration design

Key Advisory and Program Support Activities
<ul style="list-style-type: none"> • System validation advisory • Dedicated Technical Resource to perform interface development • Creation and implementation of interfaces for Supplier Creation, Custom Spend Classification, development of contract and spend category specific best practices to take advantage of the solution
Develop Change Management and Training activities, including: <ul style="list-style-type: none"> • Create an organization and change management strategy • Develop a comprehensive training plan and approach • Plan Training and Perform Materials Development <ul style="list-style-type: none"> ○ Develop training material inventory and curriculum outlines ○ Author course materials for Requesters, Approvers, PSCs. Support pilot training delivery ○ Author up to 10 (ten) Quick Reference Guides.
Develop testing approach and Support Testing
Support County planning for solution deployment planning
Develop post-Production Support Strategy and Plan

2.3. **Duration:** Approximately nine (9) months, after the conclusion of Activity #1.

2.4. **Resources:**

- Project oversight and Quality Assurance by a Sr. Director / Director in a part-time capacity.
- Day-to-day activities lead by a seasoned, part-time Project Manager, typically a seasoned Manager in our Procurement Solutions practice.
- A part time Functional Lead Associate resource and a full time Technical Developer.
- Implementation and Technical Development services will be provided via a mix of onsite and offsite support.

Activity #3: Solution Configuration for Total Contract Manager and Sourcing Director

3. The County will organize, and CONTRACTOR shall lead interviews and workshops to design the configuration of Jaggaer Total Contract Manager (TCM) and Sourcing Director (SD) with key stakeholders and departments. CONTRACTOR shall facilitate discussions to define field and page changes, workflow, user roles and responsibilities, contract types and templates, re-engineer business processes, and relate business process requirements to system configuration options. The information gathered will inform the future state processes, solution design and configuration. CONTRACTOR shall work jointly with the County and Jaggaer to finalize and document configuration designs, then perform the majority of SD and TCM Jaggaer solution configuration

Configuration & Process Design	The County	Jaggaer	Huron
Facilitate discussions and define solution configuration	Support		Lead
Define and answer questions regarding TCM & SD capabilities		Support	Lead
Create configuration design document			Lead
Revise configuration design document as needed			Lead
Perform Jaggaer solution (TCM and SD) configuration		Support	Lead

Configuration shall include but not limited to:

Total Contract Manager
REPOSITORY
Solution configured for a single business entity
User Roles: CONTRACTOR to configure up to five (5) user roles.
Custom Fields. CONTRACTOR to configure up to fifteen (15) custom fields.
Contract Entities. CONTRACTOR to configure up to ten (10) contracts types and fifteen (15) projects.
Key Master Data Load:-Suppliers. CONTRACTOR will perform a one-time load of suppliers in Client's Production site and a subset in Client's Test site. This will be imported from PeopleSoft as part of the Supplier Sync.
Users. CONTRACTOR will perform a one-time load of users in Client's Production site and a subset in Client's Test site.
Contracts. CONTRACTOR will perform an iterative load of up to 15,000 contracts in Clients' Production site and a subset in Client's Test site. Client will collaborate with CONTRACTOR to resolve load errors.
Attachments. CONTRACTOR will perform a one-time load up to 3,000 contract attachments in Client's Production site and a subset in Client's Test site.
AUTHORING
Clause Libraries. CONTRACTOR to configure one (1) clause library with up to fifteen (15) clauses.
Alternative Language. CONTRACTOR to configure up to two (2) alternative languages.
Templates. CONTRACTOR to configure up to five (5) simple (static) templates up to fifteen (15) pages in length each. Configuration to include: creating the template header record, uploading the MS Word document and inserting document placeholders.
CONTRACTOR will guide the Client in adding clauses and alternative language to one (1) advanced (dynamic) template up to fifteen (15) pages in length.
Workflow. CONTRACTOR to configure up to ten (10) notification/approval steps, using Advanced Dynamic Workflow if applicable.
Contract Request. CONTRACTOR to configure one (1) contract request template and up to five (5) contract request workflow notification/approval steps, using Advanced Dynamic Workflow if applicable.
Sourcing Director
Event Types. Configure up to three (3) event types (e.g. - RFP, RFQ, RFI).
Event Setup. Configure content used to build sourcing events and educate client on how to create and manage additional Solution entities including:
Projects – CONTRACTOR to configure up to five (5) projects.
Supplier Email Communications. Configure up to two (2) emails and educate Client on how to update and manage email communications.
General Settings. Configure Sourcing Director settings, including options to activate a Public site and activate a Sealed Bid.
Supplier Portal. CONTRACTOR to provide initial configuration of the Supplier Portal including branding options such as logo, theme colors, and messaging to suppliers.
User Roles. Configure up to three (3) new roles related to Sourcing Director.
Workflow. CONTRACTOR to configure up to ten (10) workflow steps to manage both the event creation and event evaluation process.
Users. CONTRACTOR will perform a one-time load of users in Client's Production site and a subset in Client's Test site.

3.1. After configuration design, CONTRACTOR shall work with the County and Jaggaer to define the test plan and approach of the finalized configuration. Huron will collaborate with the County for

TCM and SD testing in parallel. CONTRACTOR shall lead the execution of the test plan from kick-off through issue resolution.

Testing & Solution Validation	The County	Jaggaer	Huron
Define the test plan and approach	Support		Lead
Kick-off testing and solution validation	Support		Lead
Weekly execution of test plan	Support		Lead
Prioritize and troubleshoot issues	Support	Support	Lead

3.2. **Duration:** Four (4) months, integrated into the overall planning, design and implementation activities explained above.

3.3. **Resources:**

- A Director in a part-time advisory capacity during planning, accompanied by a seasoned Associate in our Procurement Solutions practice.
- When blended with the implementation effort, the Associate involvement will be in a full-time capacity.

**EXHIBIT B
Payment Provisions**

The three activities outlined above, are distinct. Huron understands the County desires assistance with Jaggaer Implementation Readiness Planning as explained in Activity# 1. Activity# 1 is two (2) months in duration for \$134,000. The County may determine a need for continued Huron engagement via Implementation Program Management and Solution Advisory as explained in Activity #2. Activity #2 follows Activity #1, and is approximately nine (9) months in length with estimated fees of \$707,000.

Optionally, Huron understands that the County may desire Huron to perform the Jaggaer Solution Configuration for the Total Contract Manager and Sourcing Director solutions – this work is achieved in Activity #3 and will be in addition to Activity #2. Activity #3 would be performed in parallel to Activity #2 over about a four (4) month period, for \$99,400.

The provided hours by resource by month are estimates, and Huron reserves the right to shift hours among resources and months to best accomplish the project objectives within the agreed upon project budget.

Activity 1: Implementation Readiness Planning														
Resource	Level	Rate	Month								Total Hours	Total Fees	Expense Estimates	
			Month 1	Month 2										
TBD	Director / Sr. Director	\$350	12	10								22	\$7,700	\$1,386
TBD	Manager (PM/SME)	\$260	141	96								237	\$61,620	\$11,092
TBD	Associate / Analyst	\$210	160	148								308	\$64,680	\$11,642
	Totals		313	254								567	\$134,000	\$24,120

THEN

Activity #2: Implementation Program Management & Solution Advisory Services														
Resource	Level	Rate	Month									Total Hours	Total Fees	Expense Estimates
			Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11			
TBD	Director / Sr. Director	\$350	12	12	12	12	12	10	6	6	6	88	\$30,800	\$5,544
TBD	Manager (PM/SME)	\$260	60	76	76	61	76	76	76	76	60	637	\$165,620	\$29,812
TBD	Associate (Functional Lead)	\$210	95	160	160	140	160	160	160	160	140	1,335	\$280,350	\$50,463
TBD	Developer	\$230		160	160	160	160	160	160	160	41	1,001	\$230,230	\$41,441
	Totals		167	408	408	373	408	406	402	283	206	3,061	\$707,000	\$85,819

OPTIONAL

Activity #3: Optional Configuration for Total Contract Manager and Sourcing Director														
Resource	Level	Rate	Month				Total Hours	Total Fees	Expense Estimates					
			Month 3	Month 4	Month 5	Month 6								
TBD	Director (TCM SD Lead)	\$300	40	40	16	12						108	\$32,400	\$5,832
TBD	Associate (TCM SD Config.)	\$210	80	80	80	79						319	\$67,000	\$12,060
	Totals		120	120	96	91						427	\$99,400	\$17,892

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

IBM Credit LLC

**Lease/Purchase Master Agreement
For State and Local Government**

Lease/Purchase Master Agreement No: 072514789G

This Lease/Purchase Master Agreement For State and Local Government ("Agreement") covers the terms and conditions under which IBM Credit LLC will finance various charges. In addition, attached is the form of Lease/Purchase Supplement and Exhibits thereto.

This Agreement and its applicable Supplements and Addenda are the complete agreement regarding the Financing Transactions and replace any prior oral or written communications between both parties. If there is a conflict of terms among the documents, the order of precedence will be as follows: (a) attachments or addenda to the Supplement, (b) Supplement, (c) attachments or addenda to the Agreement, (d) this Agreement.

By signing below, both parties agree to the terms of this Agreement. Once signed, any reproduction of this Agreement or a Supplement made by reliable means (for example, photocopy or facsimile) is considered an original.

Part 1 - Definitions

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"**Agreement**" means this Lease/Purchase Master Agreement.

"**Commencement Date**" is the date when the term of a Financing Transaction and Lessee's obligation to pay Lease Payments for such Financing Transaction commence, which date shall be set forth in each Lease/Purchase Supplement.

"**Equipment**" means, collectively, the equipment lease/purchased pursuant to this Agreement, and with respect to each Lease/Purchase Supplement, the equipment described in each Lease/Purchase Supplement, and all repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.1 or Part 9.

"**Event of Default**" is defined in Section 13.1.

"**Financed Items**" means any software program licenses, maintenance, services, and other one-time charges to be lease/purchased pursuant to this Agreement, and with respect to each Lease/Purchase Supplement, such items described therein.

"**Financing Transaction**" means the lease/purchase transaction for Property set forth in any Lease/Purchase Supplement entered into pursuant this Agreement.

"**Lease/Purchase Supplement**" or "**Supplement**" means a Lease/Purchase Supplement in the form attached hereto.

"**Lease Payments**" means the Lease Payments payable by Lessee under Part 6 of this Agreement and with respect to each Lease/Purchase Supplement, the Payment Amounts set forth in each Lease/Purchase Supplement in Exhibit 1 thereto.

"**Lease Payment Dates**" means the dates for the Lease Payments as set forth in the Payment Schedules for each Lease/Purchase Supplement.

"**Lease Term**" means, with respect to a Financing Transaction, the Original Term and all Renewal Terms. The Lease Term for each Financing Transaction entered into hereunder shall be set forth in a Lease/Purchase Supplement, as provided in Section 4.2.

"**Lessee**" or "**Customer**" means the entity identified as such on the signature line below, and its permitted successors and assigns.

"**Lessor**" means the entity identified as such on the signature line below, and its successors and assigns.

"**Nonappropriation Event**" is defined in Section 6.6.

"**Original Term**" means, with respect to a Financing Transaction, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"**Payment Schedule**" means, with respect to a Financing Transaction, one or more schedules of lease payments for the Original Term and all Renewal Terms that indicates the Payment Due Date, the Lease Payment, the Interest Component and the Prepayment Price as set forth in each Payment Schedule.

"**Property**" means, collectively, the Equipment and Financed Items lease/purchased pursuant to this Agreement, and with respect to each Lease/Purchase Supplement, the Equipment and Financed Items described in such Lease/Purchase Supplement.

"**Purchase Price**" means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Lease/Purchase Supplement, as provided in Section 11.1 and as set forth in the Lease/Purchase Supplement.

"**Renewal Terms**" means the renewal terms of a Financing Transaction, each having a duration of one year and a term coextensive with Lessee's budget year.

"**State**" means the state or commonwealth where Lessee is located.

"**Supplier**" means International Business Machines Corporation "IBM", or any other manufacturer, vendor or provider of the Property leased/purchased by Lessee.

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Lease/Purchase Master Agreement For State and Local Government

Part 2 - Separate Financings

Each Supplement executed and delivered under this Agreement shall be a separate financing, distinct from other Supplements. Without limiting the foregoing, upon the occurrence of an Event of Default or a Nonappropriation Event with respect to a Supplement, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Lease Payments payable under such Supplement, and except as expressly provided in Section 12.2 below, Lessor shall have no rights or remedies with respect to Property financed or Lease Payments payable under any other Supplements unless an Event of Default or Nonappropriation Event has also occurred under such other Supplements.

Part 3 - Lessee's Covenants

As of the Commencement Date for each Supplement executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor as follows:

- a. Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Supplement and the transactions contemplated thereby and to perform all of its obligations thereunder. Lessee has a substantial amount of one or more of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (iii) the police power.
- b. Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- c. Lessee has been duly authorized to execute and deliver this Agreement and the Supplement by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Supplement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Supplement and the acquisition by Lessee of the Property thereunder. On or before the Commencement Date, Lessee shall cause to be executed an Opinion of Lessee's Counsel in substantially the form attached to the form of the Supplement as Exhibit 2 and a Lessee's Certificate in substantially the form attached to the form of the Supplement as Exhibit 3.
- d. During the Lease Term for the Supplement, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- e. Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Supplement in such form and containing such information as may be requested by Lessor.
- f. Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Lease Payments under the Supplement and will not use or permit the use of the Property in such a manner as to cause a Supplement to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that no part of the proceeds of the Supplement shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Supplement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Supplement.
- g. The execution, delivery and performance of this Agreement and the Supplement and compliance with the provisions hereof and thereof by Lessee does not conflict with, or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease of, or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.
- h. Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days' prior notice to Lessor.

Part 4 - The Transactions

4.1 Lease of Property. On the Commencement Date of each Financing Transaction executed in the Supplement hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Supplement, in accordance with this Agreement and such Supplement, for the Lease Term set forth in such Supplement.

4.2 Lease Term. The term of each Financing Transaction shall commence on the Commencement Date set forth in the Certificate of Acceptance and shall terminate upon payment of the final Lease Payment set forth in such Payment Schedule and the exercise of the Deemed Purchase described in Section 11.1, unless terminated sooner pursuant to this Agreement or the Supplement.

Lease/Purchase Master Agreement For State and Local Government

4.3 Delivery, Installation and Acceptance of Property. Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Supplement, and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Supplement is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Certificate of Acceptance substantially in the form attached to the Supplement.

4.4 Assignment to Lessor. With respect to Property, Lessee assigns for security purposes to Lessor, effective upon Lessor signing the Supplement, its right to purchase the Property from its Supplier. Although Lessor shall have the obligation to pay the Supplier for the Property, not to exceed the principal amount set forth in the Supplement, title to the Property shall pass directly from Supplier to Lessee subject to Lessor's right under Section 7.3 hereunder, or unless otherwise provided. All other rights and obligations as defined in the agreement between Lessee and Lessee's Supplier governing the purchase of the Property ("Purchase Agreement") shall remain with Lessee. Lessee represents that it has reviewed and approved the Purchase Agreement. Lessor will not modify or rescind the Purchase Agreement.

4.5 Credit Review. For each Financing Transaction, Lessee consents to a reasonable credit review by Lessor.

Part 5 - Lessor's Rights of Access

5.1 Enjoyment of Property. Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. Neither Lessor nor its successors or assigns shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Supplement.

5.2 Location: Inspection. The Property will be initially located or based at the location specified in the applicable Supplement. Upon reasonable advance request, Lessee agrees to allow Lessor to inspect the Equipment and its maintenance records during Lessee's normal business hours, subject to Lessee's reasonable security procedures. Lessee will affix to the Equipment any identifying labels supplied by Lessor indicating ownership.

Part 6 - Payments

6.1 Lease Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Lease Payments for a fiscal year, the Lease Payments for said fiscal year, and only the Lease Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

6.2 Payment of Lease Payments. Lessee shall promptly pay Lease Payments under each Supplement, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Payment Schedule, at Lessor's address set forth as the "remit to" address in the invoice, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Lease Payments in an amount sufficient to cover all additional costs and expenses incurred by Lessor from such delinquent Lease Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

6.3 Interest Component. A portion of each Lease Payment due under each Supplement is paid as, and represents payment of, interest, and each Supplement hereunder shall set forth the interest component (or method of computation thereof) of each Lease Payment thereunder during the Lease Term.

6.4 Lease Payments to be Unconditional. SUBJECT TO SECTION 6.6, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE SUPPLEMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY SUPPLIER AS PROVIDED IN SECTION 10.2.

6.5 Continuation of Lease by Lessee. Lessee intends to continue all Supplements entered into pursuant to this Agreement and to pay the Lease Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term of all Supplements can be obtained. Lessee agrees that during the budgeting process for each budget year its staff will provide to the governing body of Lessee notification of any Lease Payments due under the Supplements during the following budget year.

6.6 Nonappropriation. If, during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Lease Payments required under a Supplement for the following fiscal year, Lessee shall be deemed to not have renewed such Supplement for the following fiscal year and the Supplement shall terminate at the end of the then current Original Term or Renewal Term and Lessee shall not be obligated to make Lease Payments under said Supplement beyond the then current fiscal year for which funds have been

Lease/Purchase Master Agreement For State and Local Government

appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property under said Supplement to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Supplement by reason of a Nonappropriation Event, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In the event of a Nonappropriation Event under a Supplement, Lessee shall cease use of all software financed or acquired under the applicable Supplement and shall confirm and state in writing to Lessor that it has: (1) deleted or disabled all files and copies of the software from the equipment on which it was installed; (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and (3) has no ability to use the returned software. Lessor may, by written instructions to any escrow agent who is holding proceeds of the Supplement, instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Supplement and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee. In the event of such nonappropriation, upon request from Lessor, Lessee agrees to provide in a timely manner, written evidence of such nonappropriation, a copy of the fiscal year budget in which such nonappropriation occurred and any other related documentation reasonably requested by Lessor.

Part 7 - Title: Security Interest

7.1 Title to the Property. Upon acceptance of the Equipment by Lessee and unless otherwise required by the laws of the State, title to the Equipment shall vest directly in Lessee from the Supplier, subject to Lessor's interests under the applicable Supplement and this Agreement. Software that the Lessee acquires from the Supplier and finances with Lessor remains the property of the licensor. Ownership of the software is governed by the license agreement between the licensor and the Lessee and is not affected by this Agreement.

7.2 Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

7.3 Security Interest. To the extent permitted by law and to secure the performance of all of Lessee's obligations under this Agreement with respect to a Supplement, including without limitation all Supplements now existing or hereafter executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Equipment under the Supplement, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Equipment, all substitutions and replacements for the Equipment, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, that Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Equipment in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements that Lessor deems necessary or appropriate to establish, maintain and perfect such security interest.

Part 8 - Maintenance and Ancillary Charges

8.1 Maintenance of Equipment by Lessee. Lessee shall keep and maintain the Equipment in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Equipment in conformity with all laws and regulations concerning the Equipment's ownership, possession, use and maintenance, and shall keep the Equipment free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Equipment. Should Lessee fail to maintain, preserve and keep the Equipment in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Equipment in form approved by Lessor and with approved providers.

8.2 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Lease Payments payable by Lessee under this Agreement and the Supplements hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such instalments as accrue during the then current fiscal year of the Lease Term for such Property.

8.3 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Lease Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance

Lease/Purchase Master Agreement For State and Local Government

covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Upon Lessor's request, Lessee shall, within thirty (30) days of such request, furnish to Lessor, for each Supplement, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

8.4 Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Supplement for which the Property is under and shall be due and payable on the next Lease Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

Part 9 - Casualty Loss

9.1 Damage or Destruction. If (a) the Property under a Supplement or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Supplement or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Supplement so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee and applied to the next Lease Payments coming due on the Supplement. For purposes of Section 8.3 and this Part 9, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

9.2 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.1, Lessee shall (a) complete such repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.2; or (b) exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Supplement, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such purchase may be retained by Lessee.

Part 10 - Warranties: Use of Equipment and/or Financed Items

10.1 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Supplier based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Supplier nor any sales representative or other agent of Supplier, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Supplements, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Supplements.

10.2 Supplier's Warranties. Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Supplier. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property.

10.3 Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Supplement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property (including compliance with any

Lease/Purchase Master Agreement For State and Local Government

applicable privacy laws, rules or regulations and in conjunction therewith Lessee, upon cessation of the use, operation and control of, and prior to any disposition of the Equipment, shall destroy any data contained thereon that would be subject to such privacy laws, rules or regulations); provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Supplement or the Property thereunder.

10.4 Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Equipment. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Equipment and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Equipment, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Equipment, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Equipment immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Equipment as may be required from time to time by applicable law or by any governmental authority.

Part 11 - Prepayments

11.1 Deemed Purchase. Lessee shall be deemed to have purchased Lessor's entire interest in all of the Equipment subject to a Supplement and to have terminated any restrictions herein on the Property under such Supplement on the last day of the Lease Term for a Supplement, if the Supplement is still in effect on such day, upon payment in full of the Lease Payments due thereunder. Upon the deemed purchase as set forth in this Section 11.1 or payment of the purchase price pursuant to Section 11.2 hereof, under the applicable Supplement, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Equipment subject to such Supplement to Lessee.

11.2 Option to Prepay. Lessee shall have the option to prepay (a) in whole, but not in part, the Lease Payments due under a Supplement on any Lease Payment Date, at the Prepayment Price set forth in the Payment Schedule as the "Prepayment Price", or (b) in part, by requesting, in writing, the Prepayment Price for the portion of the remaining Lease Payments allocable to the Property being prepaid plus any past due amounts, accrued interest to the date of such prepayment and any other monetary amounts due under the Supplement to Lessor. The Prepayment Price shall be an amount equal to the present value of the portion of the remaining Lease Payments allocable to the Property being prepaid multiplied by the Prepayment Fee Rate set forth in such Payment Schedule as the "Prepayment Fee Rate". Upon payment of the Prepayment Price and such other amounts due Lessor, Lessee shall be deemed to have purchased Lessor's entire interest in all Property being prepaid, and to have terminated any restrictions herein on the Property prepaid.

Part 12 - Assignment: Risk of Loss

12.1 Assignment by Lessor. Lessor's right, title and interest in and to this Agreement, each Supplement and the Property under each supplement as well as the Lease Payments and any other amounts payable by Lessee hereunder and in each Supplement and its security interest in the Property, and all proceeds therefrom may be assigned and reassigned by Lessor at any time, in whole or in part to one or more assignees or subassignees by Lessor, without the necessity of obtaining the consent of Lessee; provided, that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a "qualified institutional buyer" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an "accredited investor" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing this Agreement or Supplement (or any interest therein) for its own account with no present intention to resell or distribute this Agreement or Supplement (or interest therein), subject to each investor's right at any time to dispose of the Agreement or Supplement or any interest therein as it determines to be in its best interests, (ii) shall not result in more than 35 owners of Lessor's rights and interests under this Agreement or Supplement or the creation of any interest in this Agreement or Supplement in an aggregate principal component that is less than the lesser of \$100,000 or the then aggregate unpaid principal component of Lease Payments under this Agreement or Supplement and (iii) shall not require Lessee to make Lease Payments, send notices or otherwise deal with respect to matters arising under this Agreement or Supplement with or to more than one Lease Servicer, and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in this Agreement or Supplement are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the "Lease Servicer") to act on their behalf with respect to the rights and interests of Lessor under the Agreement or Supplement, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default hereunder. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 12.1 shall apply to the first and subsequent assignees and sub-assignees of any of Lessor's right, title and interest in, to and under this Agreement (or any interest therein).

12.2 Supplements Separate Financings. Assignees of the Lessor's rights in one Supplement shall have no rights in any other Supplement unless such rights have been separately assigned.

12.3 Assignment and Subleasing by Lessee. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT OR ANY SUPPLEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. Any request by Lessee to assign a Supplement or any

Lease/Purchase Master Agreement For State and Local Government

Property thereunder must be accompanied by an opinion of tax counsel satisfactory to Lessor that the assignment will cause no material change to the federal income tax treatment of the amounts payable as interest under the Supplement.

12.4 Risk of Loss Covenants. Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend Lessor against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that (provided that Lessee has complied with its obligations under Section 10.3) Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

Part 13 - Defaults and Remedies

13.1 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Supplement:

- a. Failure by Lessee to pay any Lease Payment under the Supplement or other payment required to be paid with respect thereto at the time specified therein;
- b. Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Supplement, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- c. Any statement, representation or warranty made by Lessee in or pursuant to the Supplement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- d. Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- e. An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.1 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Supplement (other than the obligations on the part of Lessee contained in Part 6 hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

A Nonappropriation Event is not an Event of Default.

13.2 Remedies on Default. Whenever any Event of Default exists with respect to a Supplement, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- a. Without terminating the Supplement, and by written notice to Lessee, Lessor may declare all Lease Payments and other amounts payable by Lessee thereunder to the end of the then current budget year of Lessee to be due, including without limitation delinquent Lease Payments under the Supplement from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
- b. Lessor may terminate the Supplement, may enter the premises where the Property subject to the Supplement is located and retake possession of the Equipment and require Lessee to discontinue use of any Financed Items, or require Lessee, at Lessee's expense, to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify and require Lessee to discontinue use of any Financed Items, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Supplement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee. Lessee shall confirm and state in writing to Lessor that it has: (1) deleted or disabled all files and copies of the software from the equipment on which it was installed; (2)

Lease/Purchase Master Agreement For State and Local Government

returned all software documentation, training manuals, and physical media on which the software was delivered; and (3) has no ability to use the returned software;

c. By written notice to any escrow agent who is holding proceeds of the Supplement, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Supplement;

d. Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Supplement and this Agreement.

13.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Part it shall not be necessary to give any notice, other than such notice as may be required in this Part.

13.4 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

Part 14 - General

14.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

14.2 Arbitration Certifications. Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Supplement:

a. The estimated total costs, including taxes, freight, installation, cost of issuance, of the Financed Items under the Supplement will not be less than the total principal amount of the Lease Payments.

b. Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Lease Payments under the Supplement, or (ii) that may be used solely to prevent a default in the payment of the Lease Payments under the Supplement.

c. The Property under the Supplement has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Lease Payments under the Supplement.

d. There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Supplement; (ii) are being sold pursuant to the same plan of financing as the Supplement; and (iii) are expected to be paid from substantially the same source of funds.

e. The officer or official who has executed the Supplement on Lessee's behalf is familiar with Lessee's expectations regarding this Section 14.2. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Lessee set forth herein are reasonable.

14.3 Further Assurances. Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Supplements, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Supplements.

14.4 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. Any county, township, municipality, political subdivision or affiliate (collectively, "Affiliate") of Lessee may enter into a Financing Transaction under this Agreement by signing a Supplement referencing this Agreement and so will be bound to the terms and conditions of this Agreement as Lessee. Nothing in this Agreement obligates the Lessor to provide financing to an Affiliate.

14.5 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.6 Amendments, Changes and Modifications. This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Supplements at the time of such amendment or modification.

**Lease/Purchase Master Agreement
For State and Local Government**

14.7 Execution in Counterparts. This Agreement and the Supplements hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

14.9 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Agreed to:
COUNTY OF RIVERSIDE

By: 
Authorized Signature

Name (type or print): **JOHN TAVAGLIONE**
Title (type or print): **CHAIRMAN, BOARD OF SUPERVISORS**


Date: **JUN 20 2017**
Email Address:

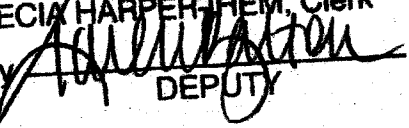
Agreed to:
IBM Credit LLC

By: 
Authorized Signature

Name (type or print): **Kevin Demosthene**
Title (type or print): **Customer Relationship Representative**

Date: **7-17-2017**

FORM APPROVED COUNTY COUNSEL
BY:  **DALE A. GARDNER** **6/27/17**
DATE

ATTEST:
KECIA HARPER-JHEM, Clerk
By: 
DEPUTY

**IBM Credit LLC
Lease/Purchase Supplement**

Supplement No: 040379

Page 1 of 3

Lease/Purchase Master Agreement No.: 072514789G

Lessee Name and Address:
COUNTY OF RIVERSIDE
4080 LEMON ST FL 3
RIVERSIDE CA 92501-3609

Lessor Name and Address:
IBM Credit LLC
7100 Highlands Parkway
Smyrna, GA 30082
igfnadoc@us.ibm.com

This Supplement to the above referenced Lease/Purchase Master Agreement ("Agreement") is executed between COUNTY OF RIVERSIDE ("Lessee") and IBM Credit LLC ("Lessor").

Payment Period means the period for which a Payment is due and payable (e.g., Month, Quarter). Payment Period is: Monthly

Quote Validity Date is the date by which the executed Supplement must be returned to Lessor. Quote Validity Date is: September 30, 2017

Supplier:

TAX-EXEMPT FINANCING TRANSACTION(S)						
Ref No.	Qty.	Property Description	Original Term (months)	Amount Financed (\$)	Interest Rate (%)	Planned Commencement Month
1	1	XSV2 OEM OEM SERVICES	60	712,172.00	2.46	November 2017
2	1	XSV2 OEM OEM SERVICES	59	79,060.00	2.46	December 2017
3	1	XSV2 OEM OEM SERVICES	58	158,054.00	2.46	January 2018
4	1	XSV2 OEM OEM SERVICES	57	117,414.00	2.46	February 2018
5	1	XSV2 OEM OEM SERVICES	56	117,414.00	2.46	March 2018
6	1	XSV2 OEM OEM SERVICES	55	158,054.00	2.46	April 2018
7	1	XSV2 OEM OEM SERVICES	54	128,731.00	2.46	May 2018
8	1	XSV2 OEM OEM SERVICES	53	88,091.00	2.46	June 2018
9	1	XSV2 OEM OEM SERVICES	52	88,091.00	2.46	July 2018
10	1	XSV2 OEM OEM SERVICES	51	128,731.00	2.46	August 2018
11	1	XSV2 OEM OEM SERVICES	50	88,091.00	2.46	September 2018
12	1	XSV2 OEM OEM SERVICES	48	630,444.00	2.45	November 2018
13	1	XSV2 OEM OEM SERVICES	46	188,103.00	2.46	January 2019
TOTALS				2,682,450.00		

SPECIAL TERMS AND CONDITIONS:

The following shall apply to this entire transaction.

- Throughout the Term, Lessee/Borrower agrees to maintain a minimum rating (as specified below) as determined by Moody's. The minimum rating is Baa3. The type of rating that must be maintained is SENIORMOST REVENUE BACKED RATING.
- For equipment, software and services not supplied by IBM, Lessor may pay fees to the supplier and/or other third-party firms for administrative services provided in connection with the transaction contemplated under this Agreement. Details are available upon request.
- Notwithstanding the terms of this Supplement, if there is a change in the Amount Financed or the Planned Commencement Month, prior to Lessee's acceptance of the Financed Items, Lessor shall provide Lessee with a Restated Payment Schedule for execution which shall reflect the revised Lease Payments and/or Payment Due Dates.

ADDITIONAL TERMS AND CONDITIONS:

"Planned Commencement Month" means for the Financing Transaction to commence, the acceptance date on the Certificate of Acceptance must be prior to the end of the month of "Planned Commencement Month" indicated above unless otherwise approved by Lessor.

IBM Credit LLC
Lease/Purchase Supplement

Supplement No: 040379

Page 2 of 3

The Lease Payment Schedule for this Supplement sets forth the scheduled Lease Payments under this Supplement. The Commencement Date for this Supplement is set forth in the Lease Payment Schedule.

With respect to Financed Items consisting of prepaid maintenance, Lessee accepts the terms of the prepaid maintenance and agrees to look solely to the maintenance provider for provision of such maintenance in accordance with the terms of the contracts with the maintenance provider for said maintenance. Acceptance for purposes of a Supplement shall be the date of acceptance by Lessee in the Certificate of Acceptance.

Lessee agrees that it will timely complete, execute and file the Internal Revenue Service Form 8038-G or Form 8038-GC with the appropriate office of the Internal Revenue Service. Property contained in a Transaction is either Tax-Exempt, whereas the Property qualifies for tax-exempt interest treatment under the Code, or Taxable, whereas the Property does not qualify for tax exempt interest treatment under the Code. The interest rates applicable to this Supplement that provide for Tax-Exempt Lease/Purchase are based on many factors including Lessee's underlying obligation qualifying to pay interest that is treated as exempt by the Internal Revenue Service (IRS) from federal income tax under Section 103(a) of the Internal Revenue Code (Code), as well as many proprietary factors including pricing assumptions made by Lessor as to whether Lessor anticipates being able to recognize any benefits of this tax exemption. Lessee shall pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessor would otherwise have received if: (i) Lessee does not file the above IRS form on a timely basis; or (ii) IRS rules Lessee does not qualify under Section 103(a) of the Code.

The interest rates applicable to a Supplement may reflect fees or other consideration Lessor receives from Lessee's Suppliers that is passed on to Lessee in the form of lower rates.

For a Taxable Financing Transactions, the following provisions of the Lease/Purchase Master Agreement shall not be applicable: (i) Part 3, paragraph (f), (ii) Section entitled Arbitrage Certifications.

Lessor reserves the right to reject any invoice that is: (i) not for information technology Equipment or related software or services, or (ii) dated more than 90 days prior to the date Lessor receives authorization from Lessee to finance.

Capitalized terms set forth in this Supplement or in the attachments, but not defined herein or therein, shall have the meaning set forth in the Lease/Purchase Master Agreement. The complete terms and conditions of the Lease/Purchase Master Agreement are incorporated by reference.

Section entitled "Waiver of Jury Trials" under this Agreement is deleted in its entirety.

In addition to a Supplement, and as a requirement to entering into of Lease/Purchase Supplement, Lessee shall provide in completed and executed form, acceptable to Lessor, the additional documents attached to this Supplement that may include:

(a) Payment Schedule for a Supplement, (b) Opinion of Counsel to the Lessee, (c) Lessee's Certificate, (d) Certificate of Acceptance, (e) State Addendum, if applicable and attached, (f) for Tax-Exempt Financed Items (i) Form 8038-G or 8038-GC (to be filed with Internal Revenue Service by Lessee), (ii) Prepaid Maintenance Certification of Maintenance Provider and (iii) Prepaid Maintenance Certification of Maintenance Vendor.

The Agreement referenced above shall be incorporated herein by reference. Lessee hereunder shall be bound to the terms and conditions of the Agreement as Lessee. The Agreement, this Supplement and any applicable attachments or addenda are the complete, exclusive statement of the parties with respect to the subject matter herein. These documents supersede any prior oral or written communications between the parties. By signing below, Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's exact legal name and the information identifying Lessee's state of organization is true, accurate and complete in all respects. By signing below, both parties agree to the terms represented by this Agreement as it may be amended or modified. Delivery of an executed copy of any of these documents by facsimile or other reliable means shall be deemed to be as effective for all purposes as delivery of a manually executed copy. Lessee acknowledges that we may maintain a copy of these documents in electronic form and agrees that copy reproduced from such electronic form or by any other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

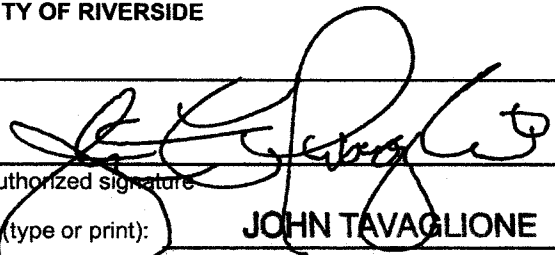
**IBM Credit LLC
Lease/Purchase Supplement**

Supplement No: 040379

Page 3 of 3

Agreed to:
COUNTY OF RIVERSIDE

Agreed to:
IBM Credit LLC

By: 
Authorized signature

By: _____
Authorized signature

Name (type or print): **JOHN TAVAGLIONE**

Name (type or print): _____


Title (type or print): **CHAIRMAN, BOARD OF SUPERVISORS**

Title (type or print): _____

Date: **OCT 08 2017**

Date: _____

FORM APPROVED COUNTY COUNSEL
BY:  **9/25/17**
DALE A. GARDNER DATE

ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY

LESSEE'S CERTIFICATE

Re: Lease/Purchase Supplement No. 040379 to Lease/Purchase Master Agreement No. 072514789G between IBM Credit LLC and COUNTY OF RIVERSIDE ("Lessee").

The undersigned (person signing at the bottom of this document), being the duly qualified and acting representative of the Lessee with the title indicated at the bottom of this document does hereby certify, as of the date executed, as follows:

1. Lessee did, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Lease/Purchase Supplement and any related documents entered into pursuant to the Lease/Purchase Master Agreement (the "Lease/Purchase Supplement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL(S) AUTHORIZED TO SIGN ANY LEASE/PURCHASE SUPPLEMENT DOCUMENTS (incl. CERT of ACCEPTANCE) NOTE: THE PERSON SIGNING AT THE BOTTOM OF THIS DOCUMENT SHOULD <u>NOT</u> BE LISTED IN THIS TABLE	TITLE OF EXECUTING OFFICIAL(S)	SIGNATURE OF EXECUTING OFFICIAL(S)
And/Or		
And/Or		
And/Or		
And/Or		

2. The above-named representative(s) of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. Any meeting(s) of the governing body of the Lessee which were required for the Lease/Purchase Supplement to be approved and authorized to be executed, were duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Lease/Purchase Supplement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Lease/Purchase Supplement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State. The meeting of the governing body of the Lessee at which the Lease/Purchase Supplement was approved and authorized to be executed was held on _____ [Lessee must enter the meeting date or "n/a"].

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Non-appropriation Event (as such terms are defined in the Lease/Purchase Master Agreement (the "Master Agreement")) exists at the date hereof with respect to this Lease/Purchase Supplement or any other Lease/Purchase Supplements under the Master Agreement.

5. The acquisition of all of the Property under the Lease/Purchase Supplement has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Lease/Purchase Supplement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. Lessee represents and warrants that the Property is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

8. Bank Qualified Tax-Exempt Obligation under Section 265 (Consult tax counsel for applicable provisions.)
[Lessee must select one option below.]

____ Lessee hereby designates this Lease/Purchase Supplement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Lease/Purchase Supplement falls, in an amount not exceeding \$10,000,000.

or

Not applicable

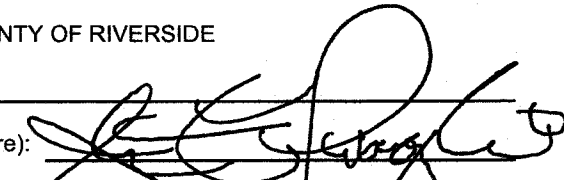
LESSEE'S CERTIFICATE

9. Has Lessee ever terminated a lease or financing contract prior to the expiration of its term (including all permitted renewal terms) due to nonappropriation or other provision permitting Lessee to terminate in Lessee's discretion? [Lessee must select one option below.]

Yes ___ No If yes, then please describe the circumstances of such termination:

10. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Lease/Purchase Supplement or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Lease/Purchase Supplement, or the validity of the Master Agreement or the Lease/Purchase Supplement, or the payment of principal of or interest on, the Lease/Purchase Supplement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Lease/Purchase Supplement; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Lease/Purchase Supplement.


Lessee: COUNTY OF RIVERSIDE


**By (Signature): 

*PRINTED NAME: JOHN TAVAGLIONE

*TITLE: CHAIRMAN, BOARD OF SUPERVISORS

*DATE: OCT 03 2017

ATTEST: KECIA HARPER-JHEM, Clerk
By  DEPUTY

FORM APPROVED COUNTY COUNSEL
BY  9/25/17
DALE A. GARDNER DATE

**SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN IN THE TABLE ABOVE. (I.E. SIGNER MUST NOT BE THE SAME PERSON WHO SIGNED THE LEASE/PURCHASE SUPPLEMENT DOCUMENTS)

A SELECTION OR RESPONSE MUST BE MADE IN REGARDS TO STATEMENTS 3, 8 & 9.

*ALL FIELDS ARE REQUIRED TO BE COMPLETED.

**IBM CREDIT LLC
Certificate of Acceptance**

Supplement No:
Certificate of Acceptance No.:

Page __ of __

Customer Name:

IBM Credit LLC
7100 Highlands Parkway
Smyrna, GA 30082
IGFLEASE@us.ibm.com

The Customer certifies and agrees that the information contained in the following table(s), which includes Property description and Amount Financed, is correct and relates to Property leased/purchased under the terms and conditions of the above referenced Supplement with IBM Credit LLC.

Installed at:

TRANSACTION SUMMARY:

Customer No:
Customer Reference:
Payment Period:
Payment Type:

TAXABLE FINANCING TRANSACTION(S)

Qty	Property Description	Original Term (months)	Amount Financed (\$)	Interest Rate	Lease Payments (\$)
	Serial Numbers:				
	TOTAL				

TAX-EXEMPT FINANCING TRANSACTION(S)

Qty	Property Description	Original Term (months)	Amount Financed (\$)	Interest Rate	Lease Payments (\$)
	Serial Numbers:				
	TOTAL				

Customer represents and certifies that Customer has accepted the items listed above or itemized on an attachment ("Accepted Item(s)") to this Certificate of Acceptance ("COA") on the date indicated below. Customer authorizes us to pay Customer's supplier for the Accepted Item(s). Amounts due under the Agreement shall commence upon the date Customer indicates below unless we have otherwise noted on the Supplement.

Customer represents and certifies that our direct payment to Customer's supplier for the Accepted Item(s) will be in full compliance with any and all relevant state laws and regulations or any other legal requirements relating to Customer's procurement or appropriation activities.

IBM CREDIT LLC
Certificate of Acceptance

Supplement No:
Certificate of Acceptance No.:

Page __ of __

Delivery of an executed copy of this COA by facsimile, email or any other reliable means shall be deemed to be as effective for all purposes as delivery of a manually executed copy. Customer understands that we may maintain a copy of this COA in electronic form and agrees that a copy produced from such electronic form or by any other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original. By signing below, Customer represents and warrants that Customer's name as set forth in the signature block below is Customer's exact legal name and the information identifying Customer's state of organization is true, accurate and complete in all respects.

Lessee is a customer under the Lease/Purchase Master Agreement referenced above ("Agreement") with IBM Credit LLC. By executing the above-referenced Supplement, Lessee represents and certifies that Lessee has accepted the Property supplied directly by International Business Machines Corporation ("IBM") or by another supplier, and listed in the Supplement by the date indicated below. Lessee authorizes IBM Credit LLC to pay such supplier for the Property. Interest on such obligation shall begin to accrue on the Acceptance Date.

Supplier Information

Supplier's Name	Invoice Number	Invoice Date	Amount Financed

_____ (MM/DD/YYYY) ("Acceptance Date" for Accepted Item(s))

Agreed to:

<Customer's Legal Name>

By _____

Authorized signature

Name (type or print):

Title (type or print):

Customer shall return this executed COA to IBM Credit LLC by mail, in an email, or by facsimile within ten (10) days of Acceptance Date.

Amended and Restated Lease Payment Schedule

Exhibit 1

Re: **Lease/Purchase Supplement No.** _____ to Lease/Purchase Master Agreement
between IBM Credit LLC and _____.

This Amended and Restated Payment Schedule amends and restates the Lease Payment Schedule previously executed by Lessee relating to the Lease/Purchase Supplement set forth above and supersedes and replaces any other Lease Payment Schedule related to such Lease/Purchase Supplement.

Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate(s) executed by the Lessee and filed with the Lessor.

Payment Schedule

Total Principal Amount: \$ _____
Interest Rate for Schedule: _____ %

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for said Due Date) (\$)
-------------	-------------------------	---------------------	--------------------------	-------------------------	--

[Insert Table from revised Payment Schedule – removing header line above if duplicate]

Lessee:
By:
Print Name:
Title:
Date:

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 1 of 13

Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

Lease Payment Schedule

Total Principal Amount: \$712,172.00

Interest Rate for Schedule: 2.46%

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	12/31/2017			1,457.24	713,629.24
	1/31/2018			1,460.22	715,089.46
1	2/28/2018	38,445.66	34,064.99	4,380.67	678,107.01
	3/31/2018			1,387.53	679,494.54
	4/30/2018			1,390.37	680,884.91
2	5/31/2018	27,737.05	23,565.93	4,171.12	654,541.08
	6/30/2018			1,339.31	655,880.39
	7/31/2018			1,342.05	657,222.44
3	8/31/2018	22,868.12	18,841.96	4,026.16	635,699.12
	9/30/2018			1,300.76	636,999.88
	10/31/2018			1,303.42	638,303.30
4	11/30/2018	20,295.70	16,385.43	3,910.27	619,313.69
	12/31/2018			1,267.23	620,580.92
	1/31/2019			1,269.82	621,850.74
5	2/28/2019	14,456.53	10,647.06	3,809.47	608,666.63
	3/31/2019			1,245.45	609,912.08
	4/30/2019			1,247.99	611,160.07
6	5/31/2019	14,456.53	10,712.54	3,743.99	597,954.09
	6/30/2019			1,223.53	599,177.62
	7/31/2019			1,226.03	600,403.65
7	8/31/2019	44,707.59	41,029.49	3,678.10	556,924.60
	9/30/2019			1,139.57	558,064.17
	10/31/2019			1,141.90	559,206.07
8	11/30/2019	44,707.59	41,281.88	3,425.71	515,642.72
	12/31/2019			1,055.10	516,697.82
	1/31/2020			1,057.26	517,755.08
9	2/29/2020	44,707.59	41,535.81	3,171.78	474,106.91
	3/31/2020			970.11	475,077.02
	4/30/2020			972.10	476,049.12
10	5/31/2020	44,707.59	41,791.29	2,916.30	432,315.62
	6/30/2020			884.60	433,200.22
	7/31/2020			886.41	434,086.63
11	8/31/2020	44,707.59	42,048.36	2,659.23	390,267.26
	9/30/2020			798.56	391,065.82
	10/31/2020			800.19	391,866.01
12	11/30/2020	44,707.59	42,307.01	2,400.58	347,960.25

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 1 of 13

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	12/31/2020			711.99	348,672.24
	1/31/2021			713.45	349,385.69
13	2/28/2021	44,707.59	42,567.24	2,140.35	305,393.01
	3/31/2021			624.89	306,017.90
	4/30/2021			626.17	306,644.07
14	5/31/2021	44,707.59	42,829.08	1,878.51	262,563.93
	6/30/2021			537.25	263,101.18
	7/31/2021			538.35	263,639.53
15	8/31/2021	44,707.59	43,092.53	1,615.06	219,471.40
	9/30/2021			449.08	219,920.48
	10/31/2021			450.00	220,370.48
16	11/30/2021	44,707.59	43,357.59	1,350.00	176,113.81
	12/31/2021			360.36	176,474.17
	1/31/2022			361.10	176,835.27
17	2/28/2022	44,707.59	43,624.29	1,083.30	132,489.52
	3/31/2022			271.10	132,760.62
	4/30/2022			271.65	133,032.27
18	5/31/2022	44,707.59	43,892.63	814.96	88,596.89
	6/30/2022			181.29	88,778.18
	7/31/2022			181.66	88,959.84
19	8/31/2022	44,707.59	44,162.61	544.98	44,434.28
	9/30/2022			90.92	44,525.20
	10/31/2022			91.11	44,616.31
20	11/30/2022	44,707.59	44,434.28	273.31	0.00
Totals:		764,165.85	712,172.00	51,993.85	

**IBM Credit LLC
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 1 of 13.

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		712,172.00

Totals: 712,172.00

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 2 of 13

Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

Lease Payment Schedule

Total Principal Amount: \$79,060.00
Interest Rate for Schedule: 2.46%

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
1	1/31/2018			161.81	79,221.81
	2/28/2018	4,011.63	3,687.68	323.95	75,372.32
	3/31/2018			154.27	75,526.59
	4/30/2018			154.58	75,681.17
2	5/31/2018	2,894.23	2,430.48	463.75	72,941.84
	6/30/2018			149.29	73,091.13
	7/31/2018			149.60	73,240.73
3	8/31/2018	2,386.18	1,937.39	448.79	71,004.45
	9/30/2018			145.33	71,149.78
	10/31/2018			145.62	71,295.40
4	11/30/2018	2,117.76	1,680.89	436.87	69,323.56
	12/31/2018			141.89	69,465.45
	1/31/2019			142.18	69,607.63
5	2/28/2019	1,508.47	1,081.93	426.54	68,241.63
	3/31/2019			139.67	68,381.30
	4/30/2019			139.96	68,521.26
6	5/31/2019	1,508.47	1,088.60	419.87	67,153.03
	6/30/2019			137.44	67,290.47
	7/31/2019			137.72	67,428.19
7	8/31/2019	5,020.93	4,607.76	413.17	62,545.27
	9/30/2019			128.01	62,673.28
	10/31/2019			128.27	62,801.55
8	11/30/2019	5,020.93	4,636.11	384.82	57,909.16
	12/31/2019			118.52	58,027.68
	1/31/2020			118.77	58,146.45
9	2/29/2020	5,020.93	4,664.63	356.30	53,244.53
	3/31/2020			108.98	53,353.51
	4/30/2020			109.20	53,462.71
10	5/31/2020	5,020.93	4,693.33	327.60	48,551.20
	6/30/2020			99.37	48,650.57
	7/31/2020			99.57	48,750.14
11	8/31/2020	5,020.93	4,722.21	298.72	43,828.99
	9/30/2020			89.71	43,918.70
	10/31/2020			89.89	44,008.59
12	11/30/2020	5,020.93	4,751.26	269.67	39,077.73
	12/31/2020			79.98	39,157.71

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 2 of 13

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
13	1/31/2021			80.14	39,237.85
	2/28/2021	5,020.93	4,780.50	240.43	34,297.23
	3/31/2021			70.20	34,367.43
14	4/30/2021			70.34	34,437.77
	5/31/2021	5,020.93	4,809.91	211.02	29,487.32
	6/30/2021			60.35	29,547.67
15	7/31/2021			60.48	29,608.15
	8/31/2021	5,020.93	4,839.50	181.43	24,647.82
	9/30/2021			50.45	24,698.27
16	10/31/2021			50.55	24,748.82
	11/30/2021	5,020.93	4,869.28	151.65	19,778.54
	12/31/2021			40.48	19,819.02
17	1/31/2022			40.56	19,859.58
	2/28/2022	5,020.93	4,899.24	121.69	14,879.30
	3/31/2022			30.45	14,909.75
18	4/30/2022			30.52	14,940.27
	5/31/2022	5,020.93	4,929.38	91.55	9,949.92
	6/30/2022			20.36	9,970.28
19	7/31/2022			20.41	9,990.69
	8/31/2022	5,020.93	4,959.71	61.22	4,990.21
	9/30/2022			10.21	5,000.42
20	10/31/2022			10.23	5,010.65
	11/30/2022	5,020.93	4,990.21	30.72	0.00
Totals:		84,719.76	79,060.00	5,659.76	

**IBM Credit LLC
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 2 of 13

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		79,060.00
Totals:			79,060.00

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 3 of 13

Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

Lease Payment Schedule

Total Principal Amount: \$158,054.00

Interest Rate for Schedule: 2.46%

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
1	2/28/2018	7,542.71	7,219.12	323.59	150,834.88
	3/31/2018			308.81	151,143.69
	4/30/2018			309.44	151,453.13
2	5/31/2018	5,441.77	4,513.44	928.33	146,321.44
	6/30/2018			299.57	146,621.01
	7/31/2018			300.19	146,921.20
3	8/31/2018	4,486.53	3,585.97	900.56	142,735.47
	9/30/2018			292.23	143,027.70
	10/31/2018			292.83	143,320.53
4	11/30/2018	3,981.85	3,103.36	878.49	139,632.11
	12/31/2018			285.88	139,917.99
	1/31/2019			286.46	140,204.45
5	2/28/2019	2,836.25	1,976.86	859.39	137,655.25
	3/31/2019			281.83	137,937.08
	4/30/2019			282.41	138,219.49
6	5/31/2019	2,836.25	1,989.03	847.22	135,666.22
	6/30/2019			277.76	135,943.98
	7/31/2019			278.33	136,222.31
7	8/31/2019	10,143.70	9,308.71	834.99	126,357.51
	9/30/2019			258.70	126,616.21
	10/31/2019			259.23	126,875.44
8	11/30/2019	10,143.70	9,366.01	777.69	116,991.50
	12/31/2019			239.52	117,231.02
	1/31/2020			240.01	117,471.03
9	2/29/2020	10,143.70	9,423.66	720.04	107,567.84
	3/31/2020			220.23	107,788.07
	4/30/2020			220.68	108,008.75
10	5/31/2020	10,143.70	9,481.66	662.04	98,086.18
	6/30/2020			200.82	98,287.00
	7/31/2020			201.23	98,488.23
11	8/31/2020	10,143.70	9,540.01	603.69	88,546.17
	9/30/2020			181.29	88,727.46
	10/31/2020			181.66	88,909.12
12	11/30/2020	10,143.70	9,598.72	544.98	78,947.45
	12/31/2020			161.63	79,109.08
	1/31/2021			161.96	79,271.04

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 3 of 13

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
13	2/28/2021	10,143.70	9,657.81	485.89	69,289.64
	3/31/2021			141.86	69,431.50
	4/30/2021			142.15	69,573.65
14	5/31/2021	10,143.70	9,717.25	426.45	59,572.39
	6/30/2021			121.97	59,694.36
	7/31/2021			122.22	59,816.58
15	8/31/2021	10,143.70	9,777.04	366.66	49,795.35
	9/30/2021			101.95	49,897.30
	10/31/2021			102.16	49,999.46
16	11/30/2021	10,143.70	9,837.22	306.48	39,958.13
	12/31/2021			81.81	40,039.94
	1/31/2022			81.98	40,121.92
17	2/28/2022	10,143.70	9,897.77	245.93	30,060.36
	3/31/2022			61.54	30,121.90
	4/30/2022			61.67	30,183.57
18	5/31/2022	10,143.70	9,958.69	185.01	20,101.67
	6/30/2022			41.16	20,142.83
	7/31/2022			41.24	20,184.07
19	8/31/2022	10,143.70	10,019.98	123.72	10,081.69
	9/30/2022			20.64	10,102.33
	10/31/2022			20.68	10,123.01
20	11/30/2022	10,143.70	10,081.69	62.01	0.00
Totals:		169,137.16	158,054.00	11,083.16	

IBM Credit LLC
Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 3 of 13

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		158,054.00
Totals:			158,054.00

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 4 of 13

Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

Lease Payment Schedule

Total Principal Amount: \$117,414.00

Interest Rate for Schedule: 2.46%

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	3/31/2018			240.35	117,654.35
	4/30/2018			240.85	117,895.20
1	5/31/2018	4,522.15	3,799.61	722.54	113,614.39
	6/30/2018			232.58	113,846.97
	7/31/2018			233.05	114,080.02
2	8/31/2018	3,728.34	3,029.18	699.16	110,585.21
	9/30/2018			226.38	110,811.59
	10/31/2018			226.84	111,038.43
3	11/30/2018	3,308.94	2,628.42	680.52	107,956.79
	12/31/2018			220.99	108,177.78
	1/31/2019			221.45	108,399.23
4	2/28/2019	2,356.94	1,692.60	664.34	106,264.19
	3/31/2019			217.53	106,481.72
	4/30/2019			217.98	106,699.70
5	5/31/2019	2,356.94	1,703.01	653.93	104,561.18
	6/30/2019			214.04	104,775.22
	7/31/2019			214.48	104,989.70
6	8/31/2019	7,817.94	7,174.50	643.44	97,386.68
	9/30/2019			199.36	97,586.04
	10/31/2019			199.77	97,785.81
7	11/30/2019	7,817.94	7,218.64	599.30	90,168.04
	12/31/2019			184.58	90,352.62
	1/31/2020			184.96	90,537.58
8	2/29/2020	7,817.94	7,263.06	554.88	82,904.98
	3/31/2020			169.71	83,074.69
	4/30/2020			170.06	83,244.75
9	5/31/2020	7,817.94	7,307.76	510.18	75,597.22
	6/30/2020			154.75	75,751.97
	7/31/2020			155.07	75,907.04
10	8/31/2020	7,817.94	7,352.73	465.21	68,244.49
	9/30/2020			139.70	68,384.19
	10/31/2020			139.99	68,524.18
11	11/30/2020	7,817.94	7,397.98	419.96	60,846.51
	12/31/2020			124.56	60,971.07
	1/31/2021			124.81	61,095.88
12	2/28/2021	7,817.94	7,443.50	374.44	53,403.01

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 4 of 13

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	3/31/2021			109.32	53,512.33
	4/30/2021			109.54	53,621.87
13	5/31/2021	7,817.94	7,489.31	328.63	45,913.70
	6/30/2021			93.99	46,007.69
	7/31/2021			94.18	46,101.87
14	8/31/2021	7,817.94	7,535.40	282.54	38,378.30
	9/30/2021			78.56	38,456.86
	10/31/2021			78.72	38,535.58
15	11/30/2021	7,817.94	7,581.78	236.16	30,796.52
	12/31/2021			63.04	30,859.56
	1/31/2022			63.17	30,922.73
16	2/28/2022	7,817.94	7,628.43	189.51	23,168.09
	3/31/2022			47.43	23,215.52
	4/30/2022			47.52	23,263.04
17	5/31/2022	7,817.94	7,675.37	142.57	15,492.72
	6/30/2022			31.71	15,524.43
	7/31/2022			31.78	15,556.21
18	8/31/2022	7,817.94	7,722.61	95.33	7,770.11
	9/30/2022			15.91	7,786.02
	10/31/2022			15.94	7,801.96
19	11/30/2022	7,817.94	7,770.11	47.83	0.00
Totals:		125,724.47	117,414.00	8,310.47	

IBM Credit LLC
Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 4 of 13

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		117,414.00
Totals:			117,414.00

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 5 of 13

Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

Lease Payment Schedule

Total Principal Amount: \$117,414.00

Interest Rate for Schedule: 2.46%

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
1	4/30/2018			240.44	117,654.44
	5/31/2018	4,200.55	3,719.18	481.37	113,694.82
	6/30/2018			232.82	113,927.64
2	7/31/2018			233.30	114,160.94
	8/31/2018	3,463.19	2,763.30	699.89	110,931.52
	9/30/2018			227.16	111,158.68
3	10/31/2018			227.63	111,386.31
	11/30/2018	3,073.62	2,390.74	682.88	108,540.78
	12/31/2018			222.27	108,763.05
4	1/31/2019			222.72	108,985.77
	2/28/2019	2,189.33	1,521.16	668.17	107,019.62
	3/31/2019			219.15	107,238.77
5	4/30/2019			219.60	107,458.37
	5/31/2019	2,189.33	1,530.53	658.80	105,489.09
	6/30/2019			216.02	105,705.11
6	7/31/2019			216.46	105,921.57
	8/31/2019	7,887.44	7,238.06	649.38	98,251.03
	9/30/2019			201.19	98,452.22
7	10/31/2019			201.61	98,653.83
	11/30/2019	7,887.44	7,282.62	604.82	90,968.41
	12/31/2019			186.28	91,154.69
8	1/31/2020			186.66	91,341.35
	2/29/2020	7,887.44	7,327.45	559.99	83,640.96
	3/31/2020			171.28	83,812.24
9	4/30/2020			171.63	83,983.87
	5/31/2020	7,887.44	7,372.55	514.89	76,268.41
	6/30/2020			156.18	76,424.59
10	7/31/2020			156.50	76,581.09
	8/31/2020	7,887.44	7,417.94	469.50	68,850.47
	9/30/2020			140.99	68,991.46
11	10/31/2020			141.28	69,132.74
	11/30/2020	7,887.44	7,463.60	423.84	61,386.87
	12/31/2020			125.71	61,512.58
12	1/31/2021			125.96	61,638.54
	2/28/2021	7,887.44	7,509.55	377.89	53,877.32
	3/31/2021			110.33	53,987.65

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 5 of 13

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	4/30/2021			110.55	54,098.20
13	5/31/2021	7,887.44	7,555.78	331.66	46,321.54
	6/30/2021			94.86	46,416.40
	7/31/2021			95.05	46,511.45
14	8/31/2021	7,887.44	7,602.29	285.15	38,719.25
	9/30/2021			79.29	38,798.54
	10/31/2021			79.45	38,877.99
15	11/30/2021	7,887.44	7,649.09	238.35	31,070.16
	12/31/2021			63.62	31,133.78
	1/31/2022			63.75	31,197.53
16	2/28/2022	7,887.44	7,696.18	191.26	23,373.98
	3/31/2022			47.86	23,421.84
	4/30/2022			47.96	23,469.80
17	5/31/2022	7,887.44	7,743.56	143.88	15,630.42
	6/30/2022			32.01	15,662.43
	7/31/2022			32.07	15,694.50
18	8/31/2022	7,887.44	7,791.22	96.22	7,839.20
	9/30/2022			16.05	7,855.25
	10/31/2022			16.09	7,871.34
19	11/30/2022	7,887.44	7,839.20	48.24	0.00
Totals:		125,540.18	117,414.00	8,126.18	

**IBM Credit LLC
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 5 of 13

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		117,414.00
Totals:			117,414.00

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 6 of 13

Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

Lease Payment Schedule

Total Principal Amount: \$158,054.00

Interest Rate for Schedule: 2.46%

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
1	5/31/2018	5,204.25	4,880.49	323.76	153,173.51
	6/30/2018			313.76	153,487.27
	7/31/2018			314.41	153,801.68
2	8/31/2018	4,290.71	3,347.49	943.22	149,826.02
	9/30/2018			306.91	150,132.93
	10/31/2018			307.54	150,440.47
3	11/30/2018	3,808.05	2,885.43	922.62	146,940.59
	12/31/2018			301.00	147,241.59
	1/31/2019			301.61	147,543.20
4	2/28/2019	2,712.46	1,807.62	904.84	145,132.97
	3/31/2019			297.29	145,430.26
	4/30/2019			297.90	145,728.16
5	5/31/2019	2,712.46	1,818.76	893.70	143,314.21
	6/30/2019			293.57	143,607.78
	7/31/2019			294.17	143,901.95
6	8/31/2019	10,715.79	9,833.28	882.51	133,480.93
	9/30/2019			273.43	133,754.36
	10/31/2019			273.99	134,028.35
7	11/30/2019	10,715.79	9,893.82	821.97	123,587.11
	12/31/2019			253.16	123,840.27
	1/31/2020			253.68	124,093.95
8	2/29/2020	10,715.79	9,954.75	761.04	113,632.36
	3/31/2020			232.77	113,865.13
	4/30/2020			233.24	114,098.37
9	5/31/2020	10,715.79	10,016.06	699.73	103,616.30
	6/30/2020			212.25	103,828.55
	7/31/2020			212.68	104,041.23
10	8/31/2020	10,715.79	10,077.74	638.05	93,538.56
	9/30/2020			191.61	93,730.17
	10/31/2020			192.00	93,922.17
11	11/30/2020	10,715.79	10,139.79	576.00	83,398.77
	12/31/2020			170.84	83,569.61
	1/31/2021			171.19	83,740.80
12	2/28/2021	10,715.79	10,202.22	513.57	73,196.55
	3/31/2021			149.94	73,346.49
	4/30/2021			150.24	73,496.73

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 6 of 13

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
13	5/31/2021	10,715.79	10,265.06	450.73	62,931.49
	6/30/2021			128.91	63,060.40
	7/31/2021			129.17	63,189.57
14	8/31/2021	10,715.79	10,328.27	387.52	52,603.22
	9/30/2021			107.75	52,710.97
	10/31/2021			107.97	52,818.94
15	11/30/2021	10,715.79	10,391.87	323.92	42,211.35
	12/31/2021			86.47	42,297.82
	1/31/2022			86.64	42,384.46
16	2/28/2022	10,715.79	10,455.86	259.93	31,755.49
	3/31/2022			65.05	31,820.54
	4/30/2022			65.18	31,885.72
17	5/31/2022	10,715.79	10,520.24	195.55	21,235.25
	6/30/2022			43.50	21,278.75
	7/31/2022			43.59	21,322.34
18	8/31/2022	10,715.79	10,585.02	130.77	10,650.23
	9/30/2022			21.82	10,672.05
	10/31/2022			21.86	10,693.91
19	11/30/2022	10,715.79	10,650.23	65.56	0.00
Totals:		168,748.99	158,054.00	10,694.99	

IBM Credit LLC
Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 6 of 13

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		158,054.00
Totals:			158,054.00

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 7 of 13

Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

Lease Payment Schedule

Total Principal Amount: \$128,731.00

Interest Rate for Schedule: 2.46%

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	6/30/2018			263.72	128,994.72
	7/31/2018			264.26	129,258.98
1	8/31/2018	4,008.79	3,216.01	792.78	125,514.99
	9/30/2018			257.13	125,772.12
	10/31/2018			257.66	126,029.78
2	11/30/2018	3,557.84	2,784.86	772.98	122,730.13
	12/31/2018			251.43	122,981.56
	1/31/2019			251.94	123,233.50
3	2/28/2019	2,534.23	1,778.40	755.83	120,951.73
	3/31/2019			247.79	121,199.52
	4/30/2019			248.29	121,447.81
4	5/31/2019	2,534.23	1,789.35	744.88	119,162.38
	6/30/2019			244.12	119,406.50
	7/31/2019			244.62	119,651.12
5	8/31/2019	8,909.97	8,176.11	733.86	110,986.27
	9/30/2019			227.37	111,213.64
	10/31/2019			227.84	111,441.48
6	11/30/2019	8,909.97	8,226.46	683.51	102,759.81
	12/31/2019			210.52	102,970.33
	1/31/2020			210.95	103,181.28
7	2/29/2020	8,909.97	8,277.12	632.85	94,482.69
	3/31/2020			193.56	94,676.25
	4/30/2020			193.96	94,870.21
8	5/31/2020	8,909.97	8,328.10	581.87	86,154.59
	6/30/2020			176.50	86,331.09
	7/31/2020			176.86	86,507.95
9	8/31/2020	8,909.97	8,379.39	530.58	77,775.20
	9/30/2020			159.33	77,934.53
	10/31/2020			159.66	78,094.19
10	11/30/2020	8,909.97	8,430.99	478.98	69,344.21
	12/31/2020			142.06	69,486.27
	1/31/2021			142.35	69,628.62
11	2/28/2021	8,909.97	8,482.92	427.05	60,861.29
	3/31/2021			124.68	60,985.97
	4/30/2021			124.94	61,110.91
12	5/31/2021	8,909.97	8,535.16	374.81	52,326.13

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 7 of 13

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	6/30/2021			107.20	52,433.33
	7/31/2021			107.42	52,540.75
13	8/31/2021	8,909.97	8,587.71	322.26	43,738.42
	9/30/2021			89.60	43,828.02
	10/31/2021			89.79	43,917.81
14	11/30/2021	8,909.97	8,640.61	269.36	35,097.81
	12/31/2021			71.90	35,169.71
	1/31/2022			72.05	35,241.76
15	2/28/2022	8,909.97	8,693.82	216.15	26,403.99
	3/31/2022			54.09	26,458.08
	4/30/2022			54.20	26,512.28
16	5/31/2022	8,909.97	8,747.37	162.60	17,656.62
	6/30/2022			36.17	17,692.79
	7/31/2022			36.25	17,729.04
17	8/31/2022	8,909.97	8,801.23	108.74	8,855.39
	9/30/2022			18.14	8,873.53
	10/31/2022			18.18	8,891.71
18	11/30/2022	8,909.97	8,855.39	54.58	0.00
Totals:		137,374.67	128,731.00	8,643.67	

IBM Credit LLC
Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 7 of 13

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		128,731.00

Totals: 128,731.00

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 8 of 13

Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

Lease Payment Schedule

Total Principal Amount: \$88,091.00
Interest Rate for Schedule: 2.46%

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
1	7/31/2018			180.54	88,271.54
	8/31/2018	2,513.19	2,151.74	361.45	85,939.26
	9/30/2018			176.13	86,115.39
	10/31/2018			176.49	86,291.88
2	11/30/2018	2,230.48	1,701.01	529.47	84,238.25
	12/31/2018			172.64	84,410.89
3	1/31/2019			173.00	84,583.89
	2/28/2019	1,588.76	1,069.77	518.99	83,168.48
	3/31/2019			170.45	83,338.93
4	4/30/2019			170.80	83,509.73
	5/31/2019	1,588.76	1,076.36	512.40	82,092.12
	6/30/2019			168.25	82,260.37
5	7/31/2019			168.59	82,428.96
	8/31/2019	6,138.28	5,632.50	505.78	76,459.62
	9/30/2019			156.70	76,616.32
6	10/31/2019			157.02	76,773.34
	11/30/2019	6,138.28	5,667.21	471.07	70,792.41
	12/31/2019			145.09	70,937.50
7	1/31/2020			145.39	71,082.89
	2/29/2020	6,138.28	5,702.12	436.16	65,090.29
	3/31/2020			133.40	65,223.69
8	4/30/2020			133.67	65,357.36
	5/31/2020	6,138.28	5,737.26	401.02	59,353.03
	6/30/2020			121.64	59,474.67
9	7/31/2020			121.89	59,596.56
	8/31/2020	6,138.28	5,772.61	365.67	53,580.42
	9/30/2020			109.81	53,690.23
10	10/31/2020			110.04	53,800.27
	11/30/2020	6,138.28	5,808.17	330.11	47,772.25
	12/31/2020			97.91	47,870.16
11	1/31/2021			98.11	47,968.27
	2/28/2021	6,138.28	5,843.95	294.33	41,928.30
	3/31/2021			85.93	42,014.23
12	4/30/2021			86.11	42,100.34
	5/31/2021	6,138.28	5,879.96	258.32	36,048.34
	6/30/2021			73.88	36,122.22

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 8 of 13

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	7/31/2021			74.03	36,196.25
13	8/31/2021	6,138.28	5,916.19	222.09	30,132.15
	9/30/2021			61.76	30,193.91
	10/31/2021			61.88	30,255.79
14	11/30/2021	6,138.28	5,952.63	185.65	24,179.52
	12/31/2021			49.56	24,229.08
	1/31/2022			49.66	24,278.74
15	2/28/2022	6,138.28	5,989.30	148.98	18,190.22
	3/31/2022			37.28	18,227.50
	4/30/2022			37.36	18,264.86
16	5/31/2022	6,138.28	6,026.21	112.07	12,164.01
	6/30/2022			24.93	12,188.94
	7/31/2022			24.98	12,213.92
17	8/31/2022	6,138.28	6,063.34	74.94	6,100.67
	9/30/2022			12.50	6,113.17
	10/31/2022			12.53	6,125.70
18	11/30/2022	6,138.28	6,100.67	37.61	0.00
Totals:		93,857.11	88,091.00	5,766.11	

**IBM Credit LLC
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 8 of 13

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		88,091.00

Totals: 88,091.00

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 9 of 13

Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

Lease Payment Schedule

Total Principal Amount: \$88,091.00

Interest Rate for Schedule: 2.46%

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
1	8/31/2018	2,254.95	2,074.34	180.61	86,016.66
	9/30/2018			176.36	86,193.02
	10/31/2018			176.72	86,369.74
2	11/30/2018	2,001.30	1,471.14	530.16	84,545.52
	12/31/2018			173.34	84,718.86
	1/31/2019			173.70	84,892.56
3	2/28/2019	1,425.51	904.42	521.09	83,641.10
	3/31/2019			171.49	83,812.59
	4/30/2019			171.84	83,984.43
4	5/31/2019	1,425.51	909.99	515.52	82,731.11
	6/30/2019			169.62	82,900.73
	7/31/2019			169.97	83,070.70
5	8/31/2019	6,186.17	5,676.26	509.91	77,054.85
	9/30/2019			157.98	77,212.83
	10/31/2019			158.31	77,371.14
6	11/30/2019	6,186.17	5,711.25	474.92	71,343.60
	12/31/2019			146.28	71,489.88
	1/31/2020			146.58	71,636.46
7	2/29/2020	6,186.17	5,746.43	439.74	65,597.17
	3/31/2020			134.49	65,731.66
	4/30/2020			134.77	65,866.43
8	5/31/2020	6,186.17	5,781.86	404.31	59,815.31
	6/30/2020			122.64	59,937.95
	7/31/2020			122.89	60,060.84
9	8/31/2020	6,186.17	5,817.50	368.67	53,997.81
	9/30/2020			110.71	54,108.52
	10/31/2020			110.94	54,219.46
10	11/30/2020	6,186.17	5,853.35	332.82	48,144.46
	12/31/2020			98.71	48,243.17
	1/31/2021			98.91	48,342.08
11	2/28/2021	6,186.17	5,889.43	296.74	42,255.03
	3/31/2021			86.64	42,341.67
	4/30/2021			86.81	42,428.48
12	5/31/2021	6,186.17	5,925.73	260.44	36,329.30
	6/30/2021			74.49	36,403.79
	7/31/2021			74.64	36,478.43

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 9 of 13

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
13	8/31/2021	6,186.17	5,962.25	223.92	30,367.05
	9/30/2021			62.26	30,429.31
	10/31/2021			62.39	30,491.70
14	11/30/2021	6,186.17	5,999.00	187.17	24,368.05
	12/31/2021			49.96	24,418.01
	1/31/2022			50.06	24,468.07
15	2/28/2022	6,186.17	6,035.98	150.19	18,332.07
	3/31/2022			37.59	18,369.66
	4/30/2022			37.66	18,407.32
16	5/31/2022	6,186.17	6,073.18	112.99	12,258.89
	6/30/2022			25.13	12,284.02
	7/31/2022			25.19	12,309.21
17	8/31/2022	6,186.17	6,110.61	75.56	6,148.28
	9/30/2022			12.61	6,160.89
	10/31/2022			12.63	6,173.52
18	11/30/2022	6,186.17	6,148.28	37.89	0.00
Totals:		93,713.65	88,091.00	5,622.65	

IBM Credit LLC
Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 9 of 13

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		88,091.00
Totals:			88,091.00

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 10 of 13

Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

Lease Payment Schedule

Total Principal Amount: \$128,731.00

Interest Rate for Schedule: 2.46%

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	9/30/2018			264.01	128,995.01
	10/31/2018			264.55	129,259.56
1	11/30/2018	3,503.44	2,709.79	793.65	126,021.21
	12/31/2018			258.45	126,279.66
	1/31/2019			258.98	126,538.64
2	2/28/2019	2,495.49	1,718.55	776.94	124,302.66
	3/31/2019			254.92	124,557.58
	4/30/2019			255.45	124,813.03
3	5/31/2019	2,495.49	1,729.15	766.34	122,573.51
	6/30/2019			251.38	122,824.89
	7/31/2019			251.89	123,076.78
4	8/31/2019	9,165.47	8,409.79	755.68	114,163.72
	9/30/2019			234.13	114,397.85
	10/31/2019			234.61	114,632.46
5	11/30/2019	9,165.47	8,461.64	703.83	105,702.08
	12/31/2019			216.78	105,918.86
	1/31/2020			217.22	106,136.08
6	2/29/2020	9,165.47	8,513.80	651.67	97,188.28
	3/31/2020			199.32	97,387.60
	4/30/2020			199.73	97,587.33
7	5/31/2020	9,165.47	8,566.28	599.19	88,622.00
	6/30/2020			181.75	88,803.75
	7/31/2020			182.12	88,985.87
8	8/31/2020	9,165.47	8,619.10	546.37	80,002.90
	9/30/2020			164.07	80,166.97
	10/31/2020			164.41	80,331.38
9	11/30/2020	9,165.47	8,672.24	493.23	71,330.66
	12/31/2020			146.29	71,476.95
	1/31/2021			146.59	71,623.54
10	2/28/2021	9,165.47	8,725.70	439.77	62,604.96
	3/31/2021			128.39	62,733.35
	4/30/2021			128.66	62,862.01
11	5/31/2021	9,165.47	8,779.50	385.97	53,825.46
	6/30/2021			110.39	53,935.85
	7/31/2021			110.61	54,046.46
12	8/31/2021	9,165.47	8,833.63	331.84	44,991.83

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 10 of 13

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	9/30/2021			92.27	45,084.10
	10/31/2021			92.46	45,176.56
13	11/30/2021	9,165.47	8,888.09	277.38	36,103.74
	12/31/2021			74.04	36,177.78
	1/31/2022			74.19	36,251.97
14	2/28/2022	9,165.47	8,942.89	222.58	27,160.85
	3/31/2022			55.70	27,216.55
	4/30/2022			55.82	27,272.37
15	5/31/2022	9,165.47	8,998.02	167.45	18,162.83
	6/30/2022			37.25	18,200.08
	7/31/2022			37.33	18,237.41
16	8/31/2022	9,165.47	9,053.49	111.98	9,109.34
	9/30/2022			18.68	9,128.02
	10/31/2022			18.72	9,146.74
17	11/30/2022	9,165.47	9,109.34	56.13	0.00
Totals:		136,811.00	128,731.00	8,080.00	

IBM Credit LLC
Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 10 of 13

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		128,731.00
Totals:			128,731.00

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 11 of 13

Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

Lease Payment Schedule

Total Principal Amount: \$88,091.00

Interest Rate for Schedule: 2.46%

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	10/31/2018			180.75	88,271.75
1	11/30/2018	2,121.02	1,759.15	361.87	86,331.85
	12/31/2018			177.14	86,508.99
	1/31/2019			177.50	86,686.49
2	2/28/2019	1,510.79	978.29	532.50	85,353.56
	3/31/2019			175.13	85,528.69
	4/30/2019			175.49	85,704.18
3	5/31/2019	1,510.79	984.32	526.47	84,369.24
	6/30/2019			173.11	84,542.35
	7/31/2019			173.46	84,715.81
4	8/31/2019	6,308.87	5,788.48	520.39	78,580.76
	9/30/2019			161.23	78,741.99
	10/31/2019			161.56	78,903.55
5	11/30/2019	6,308.87	5,824.19	484.68	72,756.57
	12/31/2019			149.28	72,905.85
	1/31/2020			149.59	73,055.44
6	2/29/2020	6,308.87	5,860.10	448.77	66,896.47
	3/31/2020			137.26	67,033.73
	4/30/2020			137.54	67,171.27
7	5/31/2020	6,308.87	5,896.25	412.62	61,000.22
	6/30/2020			125.16	61,125.38
	7/31/2020			125.42	61,250.80
8	8/31/2020	6,308.87	5,932.62	376.25	55,067.60
	9/30/2020			112.99	55,180.59
	10/31/2020			113.22	55,293.81
9	11/30/2020	6,308.87	5,969.21	339.66	49,098.39
	12/31/2020			100.74	49,199.13
	1/31/2021			100.95	49,300.08
10	2/28/2021	6,308.87	6,006.03	302.84	43,092.36
	3/31/2021			88.42	43,180.78
	4/30/2021			88.60	43,269.38
11	5/31/2021	6,308.87	6,043.07	265.80	37,049.29
	6/30/2021			76.02	37,125.31
	7/31/2021			76.17	37,201.48
12	8/31/2021	6,308.87	6,080.35	228.52	30,968.94
	9/30/2021			63.54	31,032.48

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 11 of 13

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	10/31/2021			63.67	31,096.15
13	11/30/2021	6,308.87	6,117.86	191.01	24,851.08
	12/31/2021			50.99	24,902.07
	1/31/2022			51.09	24,953.16
14	2/28/2022	6,308.87	6,155.59	153.28	18,695.49
	3/31/2022			38.36	18,733.85
	4/30/2022			38.44	18,772.29
15	5/31/2022	6,308.87	6,193.55	115.32	12,501.94
	6/30/2022			25.65	12,527.59
	7/31/2022			25.70	12,553.29
16	8/31/2022	6,308.87	6,231.76	77.11	6,270.18
	9/30/2022			12.87	6,283.05
	10/31/2022			12.89	6,295.94
17	11/30/2022	6,308.87	6,270.18	38.69	0.00
Totals:		93,466.78	88,091.00	5,375.78	

**IBM Credit LLC
Lease Payment Schedule**

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 11 of 13

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		88,091.00
Totals:			88,091.00

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 12 of 13

Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

Lease Payment Schedule

Total Principal Amount: \$630,444.00

Interest Rate for Schedule: 2.45%

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	12/31/2018			1,289.35	631,733.35
	1/31/2019			1,291.99	633,025.34
1	2/28/2019	12,034.27	8,158.30	3,875.97	622,285.70
	3/31/2019			1,272.66	623,558.36
	4/30/2019			1,275.27	624,833.63
2	5/31/2019	12,034.27	8,208.46	3,825.81	614,077.24
	6/30/2019			1,255.88	615,333.12
	7/31/2019			1,258.45	616,591.57
3	8/31/2019	45,912.02	42,136.67	3,775.35	571,940.57
	9/30/2019			1,169.70	573,110.27
	10/31/2019			1,172.09	574,282.36
4	11/30/2019	45,912.02	42,395.74	3,516.28	529,544.83
	12/31/2019			1,083.00	530,627.83
	1/31/2020			1,085.21	531,713.04
5	2/29/2020	45,912.02	42,656.38	3,255.64	486,888.45
	3/31/2020			995.76	487,884.21
	4/30/2020			997.79	488,882.00
6	5/31/2020	45,912.02	42,918.64	2,993.38	443,969.81
	6/30/2020			907.98	444,877.79
	7/31/2020			909.84	445,787.63
7	8/31/2020	45,912.02	43,182.50	2,729.52	400,787.31
	9/30/2020			819.67	401,606.98
	10/31/2020			821.34	402,428.32
8	11/30/2020	45,912.02	43,447.99	2,464.03	357,339.32
	12/31/2020			730.81	358,070.13
	1/31/2021			732.31	358,802.44
9	2/28/2021	45,912.02	43,715.10	2,196.92	313,624.22
	3/31/2021			641.41	314,265.63
	4/30/2021			642.72	314,908.35
10	5/31/2021	45,912.02	43,983.86	1,928.16	269,640.36
	6/30/2021			551.45	270,191.81
	7/31/2021			552.58	270,744.39
11	8/31/2021	45,912.02	44,254.28	1,657.74	225,386.08
	9/30/2021			460.95	225,847.03
	10/31/2021			461.89	226,308.92
12	11/30/2021	45,912.02	44,526.35	1,385.67	180,859.73

IBM Credit LLC
Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 12 of 13

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
	12/31/2021			369.88	181,229.61
	1/31/2022			370.64	181,600.25
13	2/28/2022	45,912.02	44,800.10	1,111.92	136,059.63
	3/31/2022			278.26	136,337.89
	4/30/2022			278.83	136,616.72
14	5/31/2022	45,912.02	45,075.53	836.49	90,984.10
	6/30/2022			186.08	91,170.18
	7/31/2022			186.46	91,356.64
15	8/31/2022	45,912.02	45,352.64	559.38	45,631.46
	9/30/2022			93.32	45,724.78
	10/31/2022			93.51	45,818.29
16	11/30/2022	45,912.02	45,631.46	280.56	0.00
Totals:		666,836.82	630,444.00	36,392.82	

IBM Credit LLC
Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 12 of 13

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		630,444.00
Totals:			630,444.00

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 13 of 13

Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

Lease Payment Schedule

Total Principal Amount: \$188,103.00

Interest Rate for Schedule: 2.46%

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
1	2/28/2019	2,350.97	1,965.82	385.15	186,137.18
	3/31/2019			381.13	186,518.31
	4/30/2019			381.91	186,900.22
2	5/31/2019	2,350.97	1,205.24	1,145.73	184,931.94
	6/30/2019			378.66	185,310.60
	7/31/2019			379.44	185,690.04
3	8/31/2019	13,827.34	12,689.03	1,138.31	172,242.91
	9/30/2019			352.68	172,595.59
	10/31/2019			353.40	172,948.99
4	11/30/2019	13,827.34	12,767.14	1,060.20	159,475.77
	12/31/2019			326.54	159,802.31
	1/31/2020			327.21	160,129.52
5	2/29/2020	13,827.34	12,845.71	981.63	146,630.06
	3/31/2020			300.23	146,930.29
	4/30/2020			300.85	147,231.14
6	5/31/2020	13,827.34	12,924.79	902.55	133,705.27
	6/30/2020			273.77	133,979.04
	7/31/2020			274.33	134,253.37
7	8/31/2020	13,827.34	13,004.35	822.99	120,700.92
	9/30/2020			247.14	120,948.06
	10/31/2020			247.65	121,195.71
8	11/30/2020	13,827.34	13,084.39	742.95	107,616.53
	12/31/2020			220.35	107,836.88
	1/31/2021			220.80	108,057.68
9	2/28/2021	13,827.34	13,164.93	662.41	94,451.60
	3/31/2021			193.40	94,645.00
	4/30/2021			193.79	94,838.79
10	5/31/2021	13,827.34	13,245.96	581.38	81,205.64
	6/30/2021			166.27	81,371.91
	7/31/2021			166.61	81,538.52
11	8/31/2021	13,827.34	13,327.50	499.84	67,878.14
	9/30/2021			138.99	68,017.13
	10/31/2021			139.27	68,156.40
12	11/30/2021	13,827.34	13,409.53	417.81	54,468.61
	12/31/2021			111.53	54,580.14
	1/31/2022			111.76	54,691.90

IBM Credit LLC Lease Payment Schedule

Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 13 of 13

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
13	2/28/2022	13,827.34	13,492.06	335.28	40,976.55
	3/31/2022			83.90	41,060.45
	4/30/2022			84.07	41,144.52
14	5/31/2022	13,827.34	13,575.12	252.22	27,401.43
	6/30/2022			56.11	27,457.54
	7/31/2022			56.22	27,513.76
15	8/31/2022	13,827.34	13,658.67	168.67	13,742.76
	9/30/2022			28.14	13,770.90
	10/31/2022			28.20	13,799.10
16	11/30/2022	13,827.34	13,742.76	84.58	0.00
Totals:		198,284.70	188,103.00	10,181.70	

**IBM Credit LLC
Lease Payment Schedule**

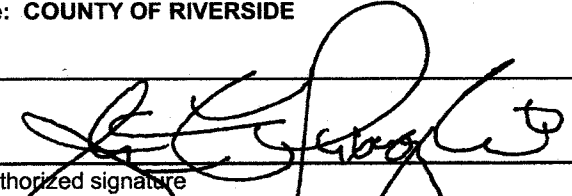
Lessee Name: COUNTY OF RIVERSIDE

Lease/Purchase Supplement No: 040379

Schedule 13 of 13

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	XSV2 OEM OEM SERVICES		188,103.00
Totals:			188,103.00


Lessee: COUNTY OF RIVERSIDE

By: 
Authorized signature

Name (type or print): **JOHN TAVAGLIONE**
Title (type or print): **CHAIRMAN, BOARD OF SUPERVISORS**

Date: **OCT 03 2017**

FORM APPROVED COUNTY COUNSEL
BY:  **9/25/17**
DALE A. GARDNER DATE

ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY