**JEFFREY PRANG**
ASSESSOR
**COUNTY OF LOS ANGELES**
500 WEST TEMPLE STREET, ROOM 320
LOS ANGELES, CALIFORNIA 90012-2770
assessor.lacounty.gov
(213) 974-3101

**ASSESSOR** Los Angeles County

*Valuing People and Property*

May 29, 2018

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

Dear Supervisors:

**ADOPTED**
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17    May 29, 2018

CELIA ZAVALA
ACTING EXECUTIVE OFFICER

### AUTHORIZATION FOR THE ASSESSOR TO EXECUTE AN AGREEMENT FOR PHASE III OF THE ASSESSOR'S MODERNIZATION PROJECT (ALL SUPERVISORIAL DISTRICTS - 3 VOTES)

### CIO RECOMMENDATION: APPROVE (X)

**SUBJECT:**

This letter requests the Board to approve the execution of an Agreement with Oracle America, Inc. (Oracle), for the implementation of Phase III of the Assessor's Modernization Project (AMP).

**IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS**

1. Approve and delegate authority to the Assessor to execute the attached Agreement with Oracle, effective upon execution, including any necessary subsequent Change Orders and Amendments for the implementation of AMP Phase III at the maximum amount of $34,253,662, which includes a contingency of 10%.

2. Approve and delegate authority to the Assessor to execute an Agreement with Oracle, for Oracle Advanced Customer Services (ACS), with concurrence from the Chief Executive Office (CEO) and Chief Information Office (CIO). This agreement will be an annual support cost not to exceed $1,766,833 and fully offset by savings resulting from reductions in current on-going hosting services.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Background

AMP is a five phase agile development project to replace the Assessor's legacy systems, which include over 120 aging applications, dating back over 50 years to the 1960s. The current legacy systems are cumbersome, inefficient, and unable to support the changing business needs of the Assessor. The Assessor began modernization efforts aimed at mitigating the inefficiencies and developing an integrated property assessment replacement system.

The Assessor evaluated various vendors and solutions and narrowed down the selection to International Business Machines (IBM) and Oracle. In consultation with the County CIO and assistance from the Internal Services Department (ISD) it was determined that Oracle proposed a more cost effective and complete solution to address the business needs of the Assessor. Additionally, County Counsel and Outside Counsel reviewed and concurred with the Assessor's selection of Oracle.

Oracle co-located staff with Assessor subject matter experts and provided professional consultation services to develop the foundational elements of AMP. Phase I produced the overall enterprise architecture and foundation for AMP. Phase II built on the foundations of Phase I and provided additional functional components. Phase III will see the development of key processes designed to intake, manage and initiate data and documents to support new AMP business processes. Authorization of similar agreements were previously approved by the Board on June 16, 2015 and November 9, 2016, for AMP Phase I and II respectively. This request will continue the development effort with Oracle for AMP Phase III, via Sole Source Contract.

Justification for Sole Source Contract

Oracle has been the sole vendor and partner for AMP since its inception. Oracle has created the architecture, design, security environments, and code for the project. Oracle has gained a thorough understanding of the Assessor's business and County's infrastructure, which has enabled Oracle to seamlessly develop and communicate on key components of AMP. In addition, each AMP phase is heavily dependent on data structures, business rules, and system components established and developed in the preceding phases. The Assessor has purchased over $5 million in development software from Oracle to build AMP. Introducing a new vendor at this point would introduce new risk and considerably disrupt development efforts, team chemistry, and the overall timeline of the project. The Sole Source Contract with Oracle avoids significant costs and risk associated with a new vendor.

The Assessor has benefited tremendously from the training, guidance and erudition from Oracle over the past two AMP phases, and will use this acquired knowledge to reduce its future dependency on Oracle development with the objective of becoming autonomous by the end of Phase V.

Benefits

The Assessor continues to collaborate with partner departments via its Project Advisory Committee which is comprised of the Chief Executive Office/CIO, Auditor-Controller, Treasurer and Tax Collector, Registrar-Recorder/County Clerk, and ISD. This collaboration has created numerous benefits and efficiencies in the development and functionality of AMP. AMP also provides significant improvements in data transparency, security and audit, information accuracy, and support for future business and compliance requirements. In addition, AMP enables the Assessor, other property tax departments, and the public the ability to access assessment information from the Assessor's data repository using a web-based user interface.

Implementation of Strategic Plan Goals

The recommended action supports Goal III, "Realize Tomorrow's Government Today," Strategy III.2, "Embrace Digital Government for the Benefit of our Internal Customers and Communities," Strategy III.3, "Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability," and Strategy III.4, "Engage and Share Information with Our Customers, Communities and Partners."

## FISCAL IMPACT/FINANCING

The development agreement price is $29,500,000 with a 10% contingency amount of $2,950,000 to be used for any necessary Change Orders, Amendments, or optional services as the Assessor may see fit. As in the Phase II contract, Phase III allows for optional Oracle hosting infrastructure services for $1,803,662. This is an ongoing annual cost that will be fully offset by future reductions from ISD hosting services. The Agreement price is fixed and deliverables based as requested and approved by the Assessor. The total maximum amount for the Agreement is $34,253,662. Obligated fund balance Committed for IT Enhancements and the Assessor Tax System, as well as FY 2017-18 year-end departmental savings, will be used to fund Phase III of the project. Funding will be included in the Assessor's FY 2018-19 Supplemental Budget Request.

The request for approval and delegated authority to execute an agreement with Oracle's Advanced Customer Services (ACS) will provide optional application management services for current and future Oracle cloud hosted environments replacing like services from ISD. This agreement will be an annual support cost not to exceed $1,800,000 and fully offset by savings resulting from reductions in ISD hosting services.

The Unlimited License Agreement for Oracle software purchased at the start of AMP development under the Software License Master Agreement with Oracle is set to expire in June 2019. Therefore, the Assessor has negotiated an extension for three years until June 2022. The negotiated amount for the licensing extension and first year support is $2,325,554. Funding for this extension is included in the Assessor's Fiscal Year 2017-18 Final Adopted Budget.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Per Board Policy 5.100, Sole Source Contracts, the Assessor provided notification to the Board on December 22, 2017, four weeks prior to initiating negotiations for a new Sole Source Contract with Oracle. On January 23, 2018 the Assessor began contract negotiations for AMP Phase III.

In accordance to the Board's directive to engage outside counsel for information technology agreements surpassing $5 million, the law firm Sidley Austin LLP., was retained to assist in the review of the Oracle Agreement, Oracle Amendments, and prepare a Comfort Letter.

The proposed Agreement includes all Board required provisions and establishes the negotiated terms and conditions under which Oracle services will be acquired including: i) a statement of work; ii) a schedule of prices and fees; iii) termination provisions; and iv) County's standard terms and conditions. The County and Oracle have negotiated several terms and conditions in the proposed Agreement that depart from the County's standard terms and conditions. Several of these departures were previously approved by the Board in connection with the Master Service Agreements (MSA) Work Order, including provisions with respect to representations and warranties, the Contractor's termination rights, indemnification obligations, remedies, and limitations of liability.

Key issues that were negotiated in the proposed Agreement are: i) defined terms; ii) joint ownership to intellectual property rights to the work created under the Agreement; iii) acceptance criteria for services and deliverables; iv) record retention; v) extended warranty period; vi) indemnification rights; vii) remedies for breach; viii) irrevocable license for Oracle's intellectual property incorporated in AMP; and ix) limitation of liabilities capped at 2x fees paid under the Agreement with certain provisions excluded from this limitation. All of these negotiated items are the same as in the Phase II agreement previously reviewed and approved by the Board.
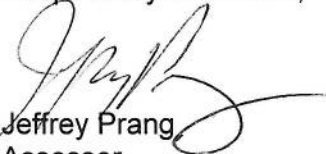
## CONTRACTING PROCESS

The Board, on June 16, 2015, approved a Work Order under Master Service Agreement with Oracle for development of AMP Phase I. On November 9, 2016, the Board authorized a Sole Source Agreement with Oracle to develop key component of AMP Phase II. This request continues the development effort via Sole Source Contract with Oracle for AMP Phase III.

## IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no negative impact on current public services or projects, nor will it affect the Assessor's production of the tax roll. Approval of the recommendation will ensure the Assessor continues to develop a modern assessment system to enhance its business operations and improve service delivery.

Respectfully submitted,

Jeffrey Prang
Assessor

Reviewed by:

William Kehoe
Chief Information Officer

JP:SMH:DS:JAC

Enclosures

c:    Chief Executive Office
Executive Officer, Board of Supervisors
County Counsel
Internal Services Department
Auditor-Controller
Registrar-Recorder/County Clerk
Treasurer and Tax Collector

**AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

ORACLE AMERICA, INC.

**Assessor Modernization Project (Phase III)**

**REQUIRED AGREEMENT PROVISIONS**
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## STANDARD EXHIBITS

# AGREEMENT BETWEEN
# COUNTY OF LOS ANGELES
# AND
# ORACLE AMERICA, INC.
# FOR
# ASSESSOR MODERNIZATION PROJECT (PHASE III)
# SUPPORT AND CUSTOMIZATION SERVICES

This Agreement for the Assessor Modernization Project (Phase III) ("**Agreement**") is made and entered into this ___ day of _____, 2018 " Effective Date" by and between the County of Los Angeles ("**County**") and Oracle America, Inc. ("**Contractor**"), a Delaware corporation, with its principal place of business at 500 Oracle Parkway, Redwood Shores, California 94065. When used herein, the term "Agreement" includes the body of this Agreement and the Statement of Work ("**Statement of Work**" or "**SOW**) entered into by the parties hereunder and such other exhibits ("**Exhibit(s)**"), attachments ("**Attachment(s)**"), schedules ("**Schedule(s)**") appended to this Agreement and additional documents that the parties identify and agree to incorporate herein by reference. In the event of a conflict between the body of this Agreement and any SOW, Exhibit, Attachment, Schedule, or incorporated material, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement (except with respect to the terms and conditionsgoverning Oracle IaaS, which are set forth in Exhibit H {Oracle IaaS Ordering Document} and have precedence over the Agreement and any other terms in the event of any conflict), then the SOW and then to the Exhibits in the order set forth in Paragraph 1.0 below (with the exception of Exhibit H (Oracle IaaS Ordering Document). Each of County and Contractor are also referred to as a "**Party**" and collectively, the "**Parties**".

# RECITALS

WHEREAS, on June 16, 2015, County through the Office of the Assessor ("**Office of Assessor**") executed that certain Work Order Submission Form ("**Work Order**")with Contractor under that certain Master Services Agreement by and between County and Contractor for Information Technology Services dated February 20, 2007, as amended from time to time including by Work Order dated June 16, 2015 (collectively, the "**MSA**"), for the development of Phase I of the Assessor Modernization Project ("**Phase I**");

WHEREAS, Phase I, part of the Assessor Modernization Project, a five phase agile development project to replace the Office of Assessor's currently outdated systems ("**AMP**"), established the overall enterprise architecture and plan for the entire system, including the following foundational components: the creation and population of a new assessment roll system ("**Assessment Roll**"); rewrite of the "Assessor Portal" interface for both personal computers and mobile devices; functionality to store base year value and compute trending for all properties on the Assessment Roll; and a case management pilot designed for secure taxpayer self-service access;

WHEREAS, in connection with AMP, the Office of Assessor purchased a suite of software products pursuant to that certain Software License Master Agreement by and between County and Contractor dated July 28, 2014 (Contractor reference name: US-GMA-270549), and all amendments and addenda thereto ("**SLMA**"), based on the architecture needed to fully build AMP, including database, integration, middleware, mobile, and security products;

WHEREAS, County and Contractor entered agreement dated November 9, 2016 for the development of the second phase of AMP ("**Phase II**"), to build on the foundations of functionality built in Phase I and provide additional functional components including: property identification, address management, and parcel change; foundational elements for master workflows and automation of the new construction process; Proposition 13 assessment processing; replacement/modernization of system interfaces with partner departments (primarily Auditor-Controller and Treasurer & Tax Collector); foundational elements for automating market approach appraisals; and functionality that supports the processing of public service inquiries and assessment exclusions (i.e. miscellaneous Propositions);

WHEREAS, the primary objective of this Agreement is to initiate the third phase of AMP ("**Phase III**"), to build on the foundations of functionality built in Phases I and II and provide additional functional components including: Global Case Management, New Construction, Property Statements, Market Approach (Computer Aided Mass Appraisal), Roll Support, System Interfaces and Environment and Technology Updates, extension of the security framework and expansion of the elements of AMP open to the public domain.

WHEREAS, County desires to engage Contractor under this Agreement to complete Phase III of AMP;

WHEREAS, County may contract with private businesses for consulting and professional services to develop an integrated property assessment replacement system and related services when certain requirements are met;

WHEREAS, Contractor is a private firm providing consultation and professional services utilizing software procured through the SLMA;

WHEREAS, Contractor agrees to furnish certain services and technical support subject to the terms of the Agreement; and

WHEREAS, County is authorized by California Government Code Section 31000 to contract for goods and services, including the services contemplated herein.

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

## 1.0    APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F G, H, and I are attached to and form a part of this Agreement.

**Standard Exhibits:**

1.1    EXHIBIT A -  Statement of Work

1.2    EXHIBIT B -  Contractor's EEO Certification

1.3    EXHIBIT C -  County's Administration

1.4    EXHIBIT D -  Contractor's Administration

1.5    EXHIBIT E -  Jury Service Ordinance

1.6    EXHIBIT F -  Safely Surrendered Baby Law

1.7    EXHIBIT G -  Charitable Contributions Certification

1.8    EXHIBIT H -  Oracle IaaS Ordering Document

1.9    EXHIBIT I -  County's Information Security Policy

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Paragraph 13.0 (Changes to Agreement) and signed by both parties.

## 2.0    DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Terms not defined where they first appear in the Agreement shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**2.1** Acceptance

As used herein, the terms "Acceptance" and "Accepted" shall mean County's written approval of any tasks, subtasks, Services, Deliverables and milestones (if applicable) in accordance with Paragraph 5.0 (Acceptance).

**2.2** Acceptance Certificate

The acceptance certificate, substantially similar to the Acceptance Certificate provided in Exhibit A (Statement of Work) or in a form otherwise mutually agreed by the Parties.

**2.3** Agreement Term

The meaning set forth in Sub-paragraph 6.1 of this Agreement. The phrase "term of the/this Agreement" and phrases of similar import shall mean the Agreement Term.

**2.4** Assessor

The Assessor, or his or her designee.

**2.5** Change Order

A change order (pursuant to the Change Order process set forth in the SOW) duly authorized under the terms of this Agreement in accordance with Sub-paragraph 13.3 (Change Order).

**2.6** Contractor

The sole proprietor, partnership, or corporation that has entered into a contract with County to perform or execute the work covered by the Agreement.

**2.7** Contractor Works

In the performance of this Agreement: (a) Anything provided by or on behalf of Contractor from a Contractor repository (except from a repository created solely for purposes of providing Services to County pursuant to the development of Phase III of AMP); (b) any software code generated by Contractor that is not generated solely for County pursuant to the performance of the Services provided hereunder; (c) any tools, interfaces and utilities, and other related materials, developed by or on behalf of Contractor (other than prepared solely for County in

connection with Phase III of AMP (e.g., as demonstration scripts)) and/or outside the scope of Services of this Agreement, and provided by or on behalf of Contractor from a repository that has not been created solely for purposes of this Agreement; and (d) any derivative works of clauses (a) through (c) above.

**2.8** Contractor's Project Director

The individual designated by Contractor to administer the Agreement operations after the Agreement award.

**2.9** Contractor's Project Manager

The individual designated by Contractor to administer the Agreement operations after the Agreement award.

**2.10** County Data

All of County information, data, records, and information of County to which Contractor has access, or is otherwise provided to Contractor under this Agreement, during the use and/or provisioning of the Solution, including any data entered/stored/accessed during use of the Solution by users of the Solution.

**2.11** County's Project Director

Person designated by County with authority for County on contractual or administrative matters relating to this Agreement that cannot be resolved by theCounty's Project Manager.

**2.12** County's Project Manager

Person designated by County's Project Director to manage the operations under this Agreement.

**2.13** Day(s)

Calendar day(s) unless otherwise specified.

**2.14** Defect

With respect to the Services or Deliverables, a failure of the Services or Deliverables to conform in all material respects to its Specifications.

**2.15** Deliverable(s)

Whether singular or plural, shall mean software, items and/or services provided or to be provided by Contractor under this Agreement identified as a deliverable, by designation, number, or context, in the Statement of Work, Exhibit (with the exception of Exhibit H (Oracle IaaS Ordering Document), Attachment, Schedule,

or any document associated with the foregoing, including all Deliverable(s) in Exhibit A (Statement of Work).

**2.16**  Documentation

All of Contractor's training course materials, system specifications and technical manuals, and all other user instructions regarding the capabilities, operation, and use of the Solution, including, but not limited to, online help screens contained in the Solution, existing as of the Effective Date and any revisions, supplements, or updates thereto.

**2.17**  Effective Date

The date of approval and execution of this Agreement by the Board of Supervisors.

**2.18**  Fees

That certain fee amount as specified in Exhibit A (Statement of Work), which shall include any and all fees and costs to be paid by County to Contractor for all Services, including those Services described in Exhibit A (Statement of Work).

**2.19**  Final Acceptance

As used herein, the term "Final Acceptance" shall mean County's written approval of the Solution in accordance with Sub-paragraph 5.5 (Final Acceptance).

**2.20**  Fiscal Year

The twelve (12) month period beginning July 1st and ending the following June 30th.

**2.21**  Interfaces

Either a computer program developed by, or licensed to, County or Contractor to (a) translate or convert data from a County or Contractor format into another format used at County as a standard format; or (b) translate or convert data in a format used by County or a third-party to a format supported at County or vice versa.

**2.22**  Joint Property

Those Deliverables developed by Contractor solely for County under this Agreement (including software code generated solely for County pursuant to the performance of the Services provided hereunder) and those Deliverables developed jointly by Contractor and County under this Agreement. Joint Property does not include any Contractor Works.

**2.23**   Licensed Software

Individually each, and collectively all, of the computer programs provided by Contractor under the SLMA (including Third-Party Products), including as to each such program, the processes and routines used in the processing of data, the object code, Interfaces to be provided hereunder by Contractor, and revisions, and any and all programs otherwise provided by Contractor under this Agreement. All Licensed Software and the components thereof shall be release versions, and shall not be test versions (e.g., alpha or beta test version), unless otherwise agreed to in writing by County.

**2.24**   Optional Work

Professional Services, which may be provided by Contractor to County upon County's request and approval in accordance with Sub-paragraph 4.4 (Optional Work).

**2.25**   Oracle IaaS

The Oracle Public Cloud Infrastructure as a Service being procured by County from Contractor hereunder as set forth in Exhibit H (Oracle IaaS Ordering Document).

**2.26**   Personal Data

Any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial information, personal preferences, demographic data, marketing data, credit data, or any other identification data.

**2.27**   Pool Dollars

Absent an amendment in accordance with Paragraph 13.0 (Changes to Agreement), the maximum amount allocated under this Agreement for the provision by Contractor of Optional Work, including Professional Services, approved by County in accordance with the terms of this Agreement.

**2.28**   Production Use

The actual use of the Solution in the production environment to (a) process actual live data in County's day-to-day operations and (b) use the Solution.

**2.29**   Professional Services

Services, including but not limited to, consulting services, additional training and/or customizations, which Contractor may provide upon County's request therefore in the form of Optional Work in accordance with Sub-paragraph 4.4 (Optional Work).

**2.30** Services

The services rendered by Contractor, which services are described under the Statement of Work, as the same may be amended by any fully executed Change Order(s) thereto, in accordance with this Agreement. Services do not include outsourcing, hosting, disaster recovery, software maintenance or support. Such excluded services (with the exception of Oracle IaaS), if desired by County, may be procured under a separate agreement between the parties.

**2.31** Solution

The aggregate Deliverables and Services provided and/or rendered by Contractor (as set forth in Exhibit A (Statement of Work) of this Agreement) and as evidenced by Final Acceptance by County. To be clear, as such term is used in this Agreement, Solution is limited to Phase III of AMP and excludes Oracle IaaS.

**2.32** Specifications

With respect to a Deliverable or Service, all specifications, requirements, and/or standards specified or referenced in the SOW and any attachment referenced therein or attached thereto, including the Deliverables Expectations Document to be mutually agreed upon by the Parties pursuant to the SOW.

**2.33** Subcontractor

A subcontractor of Contractor at any tier.

**2.34** Third Party Product

All software and content licensed, leased or otherwise obtained by Contractor from a third-party, and used with the Solution or used for the performance of the Services and which is expressly identified as Third Party Product in Exhibit A (Statement of Work). For the avoidance of doubt, Third Party Products shall not include commercial off the shelf software (e.g., office productivity suites, browsers, etc.) typically installed on personal computers that Contractor may utilize in the performance of Services or preparation of Deliverables).

## 3.0 INTELLECTUAL PROPERTY.

### 3.1 Ownership of County Data, Contractor Works and Joint Property.

3.1.1 Ownership of County Data.

All County Data provided or made accessible by County to Contractor is and shall remain the property of County. Upon termination or expiration of the Agreement for any reason, or upon County's written request at any

time, Contractor shall provide County, at no additional cost and no later than fifteen (15) calendar days after the termination, expiration or County's request, any County Data or other proprietary data in Contractor's possession or under Contractor's control belonging to County. Such data will be provided to County on an external media drive in a platform-agnostic format or in any specific format reasonably requested by County. At County's option, Contractor shall destroy all originals and copies of all such data, and other related information or documents.

3.1.2   Ownership of Contractor Works & Licensed Software.

Contractor retains all right, title and interest, including all copyrights, in and to any Contractor Works and Licensed Software (including any modifications thereto made by Contractor). Upon payment of all Fees due under this Agreement, County has the non-exclusive, non-assignable, royalty free, perpetual, irrevocable, limited right to use, solely as a component of Joint Property, Contractor Works that are incorporated into Joint Property. County may allow its agents and contractors (including, without limitation, outsourcers) to use, as set forth in the preceding sentence, Contractor Works that are incorporated into Joint Property, and County is responsible for such agents' and contractors' compliance with this Agreement in such use. This Agreement does not grant, amend, or modify any license for any products or documentation owned or distributed by Contractor. Any and all Contractor Works which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to theCounty's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL."

3.1.3   Ownership of Joint Property.

County and Contractor hereby agree that upon payment by County to Contractor of all Fees due under this Agreement, each of Contractor and County jointly own the copyright interest in Joint Property and neither County nor Contractor are required to account to the other party for use of such Joint Property.

**3.2    Third Party Product; County Third Party Product.**

Contractor shall not use any Third Party Product in the Deliverables without the prior written approval of County to be granted or withheld in its sole discretion.

Unless otherwise set forth in the SOW, at Contractor's discretion, Contractor may assist County with County's review of products from third parties ("**County Third Party Product**") that may interact with the Deliverables or the Solution, provided, however, that County acknowledges and agrees that (i) County must

acquire any appropriate license rights necessary for Contractor to provide such assistance on County's behalf, (ii) County will independently obtain and review the County Third Party Product and other documentation published by the third party provider, (iii) Contractor has no specific knowledge about, expertise in, or experience with County Third Party Products and (iv) notwithstanding any statement or interpretation to the contrary, any such assistance provided by Contractor is provided without warranty of any kind.

## 4.0 SERVICES.

### 4.1 Services Generally.

Contractor will provide Services and Deliverables, including achieving Final Acceptance of the Solution, as specified in this Agreement. Contractor will provide the Services, fulfill the obligations to County, produce and deliver the Deliverables, and retain the responsibilities set forth in this Agreement, and more specifically, Exhibit A (Statement of Work). Except as otherwise agreed or as reasonably required for its performance, Contractor shall use commercially reasonable efforts to provide the Services without causing a material disruption of County's operations. If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.

### 4.2 Services.

4.2.1 Contractor shall provide Services as provided in this Agreement and specified in Exhibit A (Statement of Work).

4.2.2 Contractor shall provide Services in accordance with Exhibit A (Statement of Work) and the Agreement in exchange for payment by County to Contractor of the applicable Fees.

4.2.3 Subject to the project assumptions (as specified in the SOW), including County's timely performance with respect to any obligations specified in such assumptions, and subject further to the terms of Sub-paragraph 25.3 (Force Majeure), Contractor shall deliver all Deliverables by the date(s) specified in the "Project Work Plan" (as set forth in the SOW) unless extended by County in writing. Subject to the foregoing, should Contractor anticipate that Contractor resources assigned to provide the Services are not sufficient to timely complete the Services, Contractor shall supplement them with Contractor resources at no additional cost to County as needed to timely complete the Services, within the time set forth in the SOW. Contractor will be relieved of its performance obligations to the extent delayed or prevented due to a failure of project assumptions (including County's failure to perform its obligations in accordance with such assumptions) or a Force Majeure Event (as defined in Sub-paragraph 25.3 (Force Majeure)); provided, however, that

Contractor shall notify County of such failure or Force Majeure Event as soon as practicable. Upon County's receipt of such notice from Contractor, the Parties shall work together in good faith to address the failure or Force Majeure Event, including via Change Order, if applicable, and if they are unable to mutually agree to a resolution of such failure or Force Majeure Event, then the Parties will be subject to the Dispute Resolution Procedure (as set forth in Paragraph 24.0).

## 4.3    Training.

As part of the Services, Contractor shall provide the training to County and its personnel set forth in Exhibit A (Statement of Work).

## 4.4    Optional Work

Upon County's written request and mutual approval pursuant to the terms of this Agreement, Contractor shall provide Optional Work, including Professional Services, in accordance with this Sub-paragraph 4.4 at the applicable pricing terms set forth in Exhibit A (Statement of Work).

### 4.4.1    Professional Services

Contractor shall provide to County Professional Services as part of Optional Work using Pool Dollars, including consulting services and/or additional training, in accordance with any applicable changes to the Agreement. Specifically, County may from time to time, during the term of this Agreement, submit to Contractor for Contractor's review written requests for Professional Services using Pool Dollars, including consulting services and/or additional training, for services not included. County may require that Professional Services be provided on a ( 1) fixed fee basis, (2) not to exceed basis, (3) time and materials basis, or (4) a combination of the above. In response to County's request, Contractor shall submit to County for approval a proposal describing the particular Professional Services and providing a response consistent with the payment method required by County to provide such Professional Services, calculated based on the "Fixed Hourly Rate" and other pricing terms set forth in Exhibit A (Statement of Work) and elsewhere in this Agreement (collectively, the "**Proposal**"). County and Contractor shall agree on the changes developed using such Proposal, which shall at a minimum include the tasks and Deliverables to be performed, Acceptance Tests, as applicable, and the pricing for such Professional Services. Any Professional Services that are accepted and approved in writing by the Parties via Change Order shall become a part of the Services, and shall be subject to the terms and conditions of this Agreement and the Statement of Work.

## 4.5 Multi-Vendor Environment

### 4.5.1 Cross-Over Issues

Contractor acknowledges that it will be delivering the Services and/or Deliverables in a multi-vendor environment, with County and County's other service providers providing services relating to Phase III of AMP. Effective operation of such an environment requires not only the cooperation among County, all service providers, including Contractor, but also collaboration in addressing service-related issues that may cross over from one service area or provider to another and related to the Services ("**Cross-Over Issues**"). As part of the Services, Contractor will reasonably cooperate and seek to maintain a collaborative approach to Cross-Over Issues.

### 4.5.2 Service Interdependencies

Contractor shall use commercially reasonable efforts to identify all work efforts of which Contractor has knowledge, whether performed by Contractor, Subcontractors, Contractor third party vendors, or County that may materially impact the delivery of the Services (the "**Service Interdependency**"). For each Service Interdependency, Contractor shall provide expectations and specifications in reasonable detail to help facilitate the work of the party responsible for the work or deliverable. With respect to its own Services, Contractor shall implement processes to insure it is receiving regular reports, from its own personnel, including Subcontractors, responsible for a Service Interdependency, with sufficient data to enable it to validate that each Service Interdependency is proceeding in accordance with the timing applicable to that Service Interdependency, and that the then current timing of delivery of the work or deliverables as to each Service Interdependency will not adversely impact Contractor's ability to deliver the Deliverables and/or Services in accordance with the Specifications. Within a reasonable period of time of knowledge of any Service Interdependency, Contractor shall provide County with a written report outlining the scope and nature of such Service Interdependency and Contractor's proposed resolution to remedy such Service Interdependency.

## 4.6 Oracle IaaS

Contractor shall provide to County Oracle IaaS as specified, and in accordance with the terms and conditions set forth, in Exhibit H (Oracle IaaS Ordering Document). No other terms of this Agreement, the SOW or any other Exhibit shall apply to the provision of Oracle IaaS, unless expressly set forth in this Agreement, the SOW or such other Exhibit.

## 4.7 Time Is of the Essence

Time is of the essence with regard to the performance of the Services, which for purposes of this Agreement shall mean that the Parties will perform in accordance with the Deliverable schedule set forth in Project Work Plan, subject to any adjustments to such schedule as provided in this Agreement.

## 5.0 ACCEPTANCE

### 5.1 Acceptance Criteria

The Solution, Services and Deliverables, shall be subject to acceptance testing by County as specified in Exhibit A (Statement of Work), to verify that they satisfy the acceptance criteria mutually agreed to by the parties, as developed in accordance with Exhibit A (Statement of Work) and this Paragraph 5.0 (Acceptance) (the "**Acceptance Criteria**"). Such Acceptance Criteria shall be based on conformance in all material respects of the Solution, Services and Deliverables, to the Specifications.

County will be responsible for any additional review and testing of certain Deliverables in accordance with any mutually agreed test scripts as may be included in Contractor's Project Management Plan (as defined in Exhibit A (Statement of Work)), as the same may be amended from time to time. With respect to each Deliverable submitted by Contractor to County pursuant to the terms of this Agreement and the Statement of Work, County shall have either five (5) business days if such Deliverable is on the project Critical Path (as defined in Exhibit A (Statement of Work)) or ten (10) business days if such Deliverable is not on the project Critical Path (the "**Acceptance Period**") to provide Contractor with written notice that County either accepts or rejects such Deliverable. The sole basis for rejection shall be a failure of the Deliverable to conform to its Specifications (including its Acceptance Test scripts, if any) in all material respects. If such Deliverable is rejected, County will specify the deficiencies in reasonable detail. Contractor shall use all reasonable efforts to promptly cure any such deficiencies. After completing such cure, Contractor shall resubmit such Deliverable for County's review and testing as set forth above. Upon accepting any Deliverable submitted by Contractor, County shall provide Contractor with written acceptance of such Deliverable. However, if County fails to provide written notice of any deficiencies within the Acceptance Period, as provided above, such Deliverables shall be deemed accepted at the end of the Acceptance Period. County's failure to provide notice of acceptance or rejection of a Deliverable during the Acceptance Period will entitle Contractor to pursue a Change Order to account for any reasonable impact (including delays and increased costs) resulting from such failure.

### 5.2 Acceptance Tests

When Contractor notifies County that the Solution has been implemented as required under the Exhibit A (Statement of Work) or that a Service or Deliverable has been completed, County and/or Contractor shall conduct all tests (hereinafter "**Acceptance Test(s)**") specified in Exhibit A (Statement of Work) and in

accordance with Sub-paragraph 5.1 (Acceptance Criteria). Testing also may be performed at various stages of the Services as set forth in Exhibit A (Statement of Work), or otherwise deemed appropriate and mutually agreed by the Parties. For each test, Contractor shall provide County testing scenarios consistent with Contractor's standard practices (using Contractor's methodology as specified in the SOW) for the applicable Solution, Service and/or Deliverable; however, County is responsible for identifying all Acceptance Test cases prior to the start of the Acceptance Tests.

## 5.3    Production Use

The Solution shall be deemed ready for Production Use when the County's Project Director, or his/her designee, approves in writing (a) Contractor's transition of the Solution to the production environment, and (b) documented results provided by Contractor certifying successful transition of the Solution to the production environment and operation of the Solution in accordance to Exhibit A (Statement of Work).

## 5.4    Solution Use

Following implementation of the Solution by Contractor and prior to Final Acceptance by County, County shall have the right to use, in a Production Use mode, any completed portion of the Solution, without any additional cost to County, where County determines that it is necessary for County operations. Such Production Use shall not restrict Contractor's performance under this Agreement and shall not be deemed to be an Acceptance or Final Acceptance of the Solution.

## 5.5    Final Acceptance

### 5.5.1   Conduct Performance Verification

Following transitioning of the Solution to Production Use, County and Contractor will monitor for Defects, and Contractor shall maintain the Solution in Production Use for a period of thirty (30) consecutive days or as otherwise specified in the Statement of Work. Upon occurrence of a Defect, Contractor shall provide County with a diagnosis of the Defect and proposed solution(s), and Contractor shall correct such Defect by re-performance pursuant to, and subject to, the provisions of this Agreement. County and Contractor shall agree upon each such proposed solutions to be used to correct a Defect(s) prior to its implementation. If the diagnosis finds the Defect not to be a Defect in a Deliverable delivered by Contractor, County will pay (from the Pool Dollars for Optional Work in accordance with Sub-paragraph 7.4) Contractor for the diagnosis and all associated corrective work on a time and materials basis at the rates specified in the SOW.

Commencing with Final Acceptance and continuing through the Warranty Period (as defined in Sub-paragraph 8.3 of this Agreement), any problems encountered by County in the use of the Solution shall be subject to the applicable terms under the Agreement as more fully described in Exhibit A (Statement of Work).

### 5.5.2 Performance Verification Report

Contractor shall provide to County the performance verification report, including supporting Documentation that the Solution complies with the Specifications. Contractor shall conduct a review with County at a meeting scheduled by County (such meeting shall occur within five (5) business days of Contractor providing the performance verification report) and provide any County-requested demonstrations of the Solution including:

(a)     Summary of activities, results, and outcomes;

(b)     Summary of each Defect identified by Contractor or County. The summary shall include for each Defect:

      a.     Description of each Defect and its root cause,

      b.     Business processes, Solution functions, and/or Interfaces impacted,

      c.     Description of all potential risks to the Solution and mitigation strategy for the Solution,

      d.     Corrective action plan,

      e.     Schedule for completion of each corrective action and resources required or assigned,

      f.     Status of each corrective action,

      g.     Date of completion of each correction, and

(c)     Verification of approval or acceptance of such corrections in accordance with the SOW;

(d)     Summary of lessons learned; and

(e)     Recommendations for any improvements to the Solution.

Contractor shall provide the "Certification of Performance Verification", certifying that the Solution complies with the Specifications in all material respects and documenting the review with County under this Sub-paragraph 5.5.2 (Performance Verification Report), including agenda, attendees, action items, and supporting documentation.

### 5.5.3 Final Acceptance

Promptly after providing County a Certification of Performance Verification for the Solution, the Contractor's Project Director also shall provide County with a signed Acceptance Certificate and the County's Project Director shall provide Contractor with written approval, as

evidenced by the County's Project Director's countersignature on such Acceptance Certificate. Final Acceptance shall occur when such Acceptance Certificate is countersigned by the County's Project Director. If County fails to accept (as evidenced by the County's Project Director's countersignature on such Acceptance Certificate) or reject such Acceptance Certificate within ten (10) business days after receipt, then (a) such failure shall be deemed a material breach by County under this Agreement; and (b) at Contractor's request the Parties shall immediately proceed with the Dispute Resolution Procedure in Paragraph 24.0.

## 5.6 Failed Testing

5.6.1 If the County's Project Director makes a good faith determination during the applicable acceptance testing period that the Solution (as a whole, or any component thereof), Services and/or Deliverables has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Sub-paragraph 5.6 (Failed Testing) as **"Designated Test"**) in accordance with such test's requirements, the County's Project Director shall promptly notify Contractor in writing as set forth in Sub-Paragraph 5.1 (Acceptance Criteria).

5.6.2 Such procedure shall continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test in accordance with such test's requirements, or (ii) that County has concluded, subject to the Dispute Resolution Procedure (as defined in Sub-paragraph 24. 1 of this Agreement), that satisfactory progress toward such successful completion of such Designated Test in accordance with such test's requirements is not being made, in which latter event, the Parties shall utilize the Dispute Resolution Procedure, and if the parties fail to agree upon a means of resolving the issue, then County shall have the right to seek to terminate this Agreement in accordance with Sub-paragraph 9.2 (Termination for Default) on such basis.

5.6.3 Such a termination by County may be, subject to the Dispute Resolution Procedure; specifically: (i) a termination with respect to one or more of the components of the Solution; (ii) a termination of any part of Exhibit A (Statement of Work) relating to the Solution, Service(s), Deliverables(s), and/or milestone(s) that is (are) not performing or conforming as required herein; or (iii) a termination of the entire Agreement if there is a failure to achieve Final Acceptance in accordance with Sub-paragraph 5.5 due to a Sev 1 or Sev 2 issue that materially affects the functionality or performance of the Solution as a whole in accordance with the Specifications and that cannot be resolved despite good faith efforts by Contractor. In the event of a termination under this Sub-paragraph 5.6 (Failed Testing), and subject to the Dispute Resolution Process set forth in Paragraph 24.0 (including final resolution of litigation, if applicable),

County shall have the right to receive from Contractor, reimbursement of all payments made to Contractor by County under this Agreement for the component(s), Solution, Service(s), Deliverables(s), and/or milestone(s) as to which the termination applies, or, if the entire Agreement is terminated, all amounts paid by County to Contractor under this Agreement. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law. In addition in the event of such a termination and reimbursement of payment hereunder, County must cease use of and return to Contractor all Deliverables covered by such termination, and the County shall not be entitled to any joint ownership or copyright interest in any Deliverable covered by such termination. Accordingly, County's joint ownership and copyright interest in any Deliverable covered by such termination shall terminate effective upon the effective date of such termination.

## 6.0 TERM OF AGREEMENT

### 6.1 Agreement Term.

The term of this Agreement shall commence on the Effective Date and continue in full force and effect until performance by Contractor, and acceptance by County (in accordance with Paragraph 5.0 (Acceptance)), of all Services under this Agreement and the Statement of Work.

## 7.0 AGREEMENT SUM

**7.1** Contractor shall invoice County in accordance with Exhibit A (Statement of Work) (1) for Services, based on the Deliverable amounts due, upon Contractor's completion and County's acceptance in accordance with Paragraph 5.0 (Acceptance); and (2) for all Optional Work, by payment of the fees due to Contractor for the provision of Optional Work, in each instance with respect to clause (1) and (2) above not to exceed the Maximum Agreement Sum (defined in Sub-paragraph 7.4 of this Agreement).

**7.2** Contractor shall invoice County in accordance with Exhibit H (Oracle IaaS Ordering Document) for Oracle IaaS.

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

**7.4** The Maximum Agreement Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, Deliverables, Services and Oracle IaaS under and during the term of this Agreement and Exhibit H (Oracle IaaS Ordering Document) (the "Maximum Agreement Sum"). Until County has Accepted the provision of Services (including by deemed Acceptance in accordance with Sub-paragraph 5.1 (Acceptance Criteria)), no payment shall be due Contractor for such Services. The Maximum Agreement

Sum, including all applicable taxes and Pool Dollars for Optional Work, authorized by County hereunder shall not exceed [AMOUNT] Dollars ($AMOUNT) as further detailed in Exhibit A (Statement of Work) and Exhibit H (Oracle IaaS Ordering Document), unless such Maximum Agreement Sum is modified pursuant to a duly approved amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Paragraph 13.0 (Changes to Agreement). The Maximum Agreement Sum under this Agreement shall cover the authorized payments for the Services, Deliverables, Oracle IaaS and any Optional Work. Unless otherwise agreed in writing, the Maximum Agreement Sum shall not be adjusted for any costs or expenses whatsoever of Contractor. Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the applicable Maximum Agreement Sum under this Agreement available for non-Fixed Price options described in Exhibit A (Statement of Work). Upon occurrence of this event, Contractor shall promptly send written notification to the County's Project Director at the address herein provided in Exhibit C (County's Administration).

**7.5    No Payment for Services Provided Following Expiration/Termination of Agreement**

Except as agreed by the Parties in writing (for example, pursuant to Sub-paragraph 9.7.2), Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement; and Contractor shall have no obligation to provide any services or deliverables after the expiration or other termination of this Agreement. Should Contractor receive any such payment that is not provided for in this Agreement it shall promptly notify County and repay such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

**7.6    Holdbacks**

The Fees shall be allocated among the Deliverables as set forth in Exhibit A (Statement of Work) . The amount allocated to each Deliverable need not be the same, provided, however, all allocated amounts must aggregate to equal the Fees. Ninety percent (90%) of each amount due and payable for each Deliverable will be made by County for the Deliverable. The remaining ten percent (10%) of the cumulative amounts invoiced ("**Holdback Amount**") will be payable upon Final Acceptance of the Solution, subject to adjustment for any amounts arising under this Agreement owed to County by Contractor. All amounts invoiced by Contractor for Services shall be subject to the Holdback Amount. The Holdback Amount will be payable to Contractor based upon County's approval of the applicable Deliverable, as set forth in Exhibit A (Statement of Work).

County will hold back ten percent (10%) of the amount of each invoice submitted by Contractor under this Agreement and approved by County pursuant to Sub-paragraph 7.7 (Invoices and Payments). With respect to (i) the work completed and delivered by Contractor prior to Final Acceptance in accordance with the project plan, the cumulative amount of such holdbacks shall be due and payable to Contractor upon Final Acceptance, and (ii) the work completed and delivered by Contractor via Change Notice (as defined in Sub-paragraph 13.2 of this Agreement) or amendment following Final Acceptance, the cumulative amount of the applicable holdbacks shall be due and payable to Contractor upon County's Acceptance of such work, all subject to adjustment of any amounts arising under this Agreement owed to County by Contractor, including, but not limited to, any amount arising from Sub-paragraph 7.9 (Invoice Discrepancies), and any partial termination of any task or Deliverable set forth in Exhibit A (Statement of Work) provided herein.

Notwithstanding the foregoing in this Sub-paragraph 7.6 (Holdbacks), where the Statement of Work provides, there shall be no Holdback Amounts applicable and no fees held back pending Final Acceptance.

## 7.7    Invoices

Contractor shall invoice County only for providing the tasks, Deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Agreement, and shall include supporting documentation (including but not limited to identification of the specific work for which payment is claimed; copies of fully executed Acceptance Certificates evidencing County's Project Director's approval of such work and the payment amount; if applicable, indication of the applicable Holdback Amount and the cumulative Holdback Amount accrued under this Agreement; indication of any credits or withholdings accrued under this agreement; and any other supporting documentation reasonably requested by County's Project Director). Contractor's payments shall be as provided in Exhibit A (Statement of Work), and Contractor shall be paid only for the tasks, Deliverables, goods, Services, and other work accepted by County in accordance with this Agreement. The making of any payment or payments by County, or receipt thereof by Contractor, shall in no way affect the responsibility of Contractor to furnish the Services and Deliverables in accordance with this Agreement, and shall not imply Acceptance by County of such items or the waiver of any warranties or requirements of this Agreement.

Contractor's invoices shall be priced in accordance with Exhibit A (Statement of Work) and Exhibit H (Oracle IaaS Ordering Document).

Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

If invoices are submitted monthly, Contractor shall submit the invoices to County by the 15th calendar day of the month following the month of service.

All invoices under this Agreement shall be submitted to the County's Project Manager identified in Exhibit C (County's Administration) and the following address:

> County of Los Angeles – Office of the Assessor
> Attn: County's Project Manager
> 500 W. Temple Street, Room 295
> Los Angeles, CA 90012

## 7.8    County Approval of Invoices

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

## 7.9    Invoice Discrepancies

The County's Project Director will review each invoice for any discrepancies and will, within fifteen (15) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. If the County's Project Director does not receive a written explanation for the charges within such thirty (30) day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure in Paragraph 24.0 (Dispute Resolution Procedure).

## 7.10    Payment of Invoices

All fees payable to Contractor are due within thirty (30) days from the invoice date; provided that to the extent there are discrepancies with any invoice pursuant to Sub-paragraph 7.9, Contractor must resubmit such invoice to County and all fees payable to Contractor with respect to such invoice are due within thirty (30) dates from such resubmitted invoice date.

## 7.11    Local Small Business Enterprises – Prompt Payment Program (if applicable)

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## 7.12 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any Fiscal Year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Agreement correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Agreement (including any extensions), and the services to be provided by Contractor under this Agreement shall also be reduced correspondingly via written and mutually agreed amendment and/or the Change Order process, as appropriate. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the County's Board of Supervisors' approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Services set forth in this Agreement.

## 7.13 Record Retention and Inspection/Audit Settlement

During the term of this Agreement and for twenty four (24) months thereafter, Contractor shall maintain accurate and complete financial records of its activities and operations directly relating to its Services performed under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records (excluding information contained on any individual's laptop) directly relating to its Services performed under this Agreement. Contractor agrees that County, or its authorized representatives who are bound to obligations of confidentiality, reasonably acceptable to Contractor and covering Contractor and such records and the information contained therein, upon no less than 30 days' prior written notice and no more than once per calendar year, and subject to applicable Contractor security procedures, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any such records. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for a period of twenty four (24) months thereafter unless County's written permission is given to dispose of any such material prior to such time.

7.13.1 In the event that an audit of Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

7.13.2 Failure on the part of Contractor to comply with any of the provisions of this Sub-paragraph 7.13 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

7.13.3 If, at any time during the term of this Agreement or within twenty four (24) months after the expiration or termination of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then, subject to the Dispute Resolution Procedure (as set forth in Paragraph 24.0), the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from County under this Agreement. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Agreement exceed the funds appropriated by County for the purpose of this Agreement.

## 7.14 Taxes

The Maximum Agreement Sum shown in Sub-paragraph 7.4 shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on the Services and Deliverables provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including, but not limited to, the product of Services and any Optional Work, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Agreement and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

## 7.15 Segmentation

County acknowledges that the Services and Deliverables were offered and sold/licensed by Contractor separately from any other Contractor hardware, hardware support, program licenses, and program support. County understands that it has the right to acquire services without acquiring any Contractor hardware, hardware support, program licenses and program support, and that it has the right

to acquire the Services and Deliverables separately from any Contractor hardware, hardware support, program licenses, and program support.

## 8.0 REPRESENTATIONS, WARRANTIES AND COVENANTS.

### 8.1 Authorization Warranty.

Each Party represents and warrants that, as of the Effective Date of this Agreement, the person executing this Agreement for such Party is an authorized representative signing on behalf of such Party (and not in his/her individual capacity) who has actual authority to bind such Party to each and every term, condition, and obligation of this Agreement and that all requirements of such Party have been fulfilled to provide such actual authority.

### 8.2 Performance of Services.

Contractor represents and warrants that with respect to the Services performed, and Deliverables developed, by Contractor or its Subcontractors, such Services will be performed and the Deliverables developed in a professional and workmanlike manner by appropriately qualified Contractor personnel in accordance with this Agreement and consistent with Contractor's practices consistently applied and generally accepted for similar services.

### 8.3 Conformance to Specifications

Contractor represents and warrants that the Services provided, and the Deliverables developed, by Contractor or its Subcontractors shall conform to the Specifications set forth in this Agreement without material deviations during the "Warranty Period" (as defined herein). For the purposes of this Sub-paragraph 8.3, the warranty period for any Deliverables provided, and Services performed, by Contractor pursuant to this Agreement shall be one hundred eighty (180) days from the provision of such Deliverable or performance of such Service (the "**Warranty Period**"). FOR ANY BREACH OF CONTRACTOR'S WARRANTY PURSUANT TO THIS SUB-PARAGRAPH 8.3, COUNTY'S EXCLUSIVE REMEDY AND CONTRACTOR'S ENTIRE LIABILITY SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR, IF CONTRACTOR CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, COUNTY MAY END THE DEFICIENT SERVICES AND RECOVER THE FEES COUNTY PAID TO CONTRACTOR FOR SUCH DEFICIENT SERVICES.

### 8.4 Disabling Device

Contractor represents and warrants that, as of the Effective Date of this Agreement, unless otherwise disclosed to County in this Agreement, the SOW, or applicable documentation, Contractor has not designed any software licensed or developed by Contractor under this Agreement to contain any Disabling Devices (as defined below). For purposes of this Agreement, a "**Disabling Device**" shall

mean software that intentionally causes any unplanned interruption of the operations of, or accessibility to, the Solution or any component through any device, method or means including, without limitation, the use of any "virus"', "lockup", "time bomb", "key lock"', "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which is intended to compromise the security of County Confidential Information. In addition, Contractor (a) shall utilize commercially available virus scanning software to scan software Deliverables before delivery to County and (b) shall not intentionally introduce a Disabling Device into the Solution or any Deliverables. County acknowledges and understands that it has its own responsibility to maintain the security of its own software, networks and systems, and that Contractor is not assuming such responsibility for County. Notwithstanding Sub-paragraph 8.10 (Limitation of Liability), no limitation of liability will apply to direct damages incurred by County as a result of a breach of this Sub-paragraph 8.4 (Disabling Device) by Contractor or any of its employees or Subcontractors. For the purpose of this Sub-paragraph 8.4, direct damages are defined to include any fine or penalty assessed against County by a governmental or regulatory authority (whether local, state or federal). In no event, shall Contractor be liable for any indirect, incidental, consequential, punitive or other special damages (including lost profits, or loss of or damage to data) relating to any breach of this Sub-paragraph 8.4 by Contractor, its employees or Subcontractors even if a Party has been advised of the possibility of such damages.

## 8.5    Open Source Software

Except with respect to open source software provided or made available to Contractor by County (or except further to the extent Contractor was otherwise directed by County to use open source software), Contractor represents and warrants that: (a) the performance of any Services and the delivery of any Deliverables pursuant to this Agreement will not cause County to be in violation of any open source licenses or otherwise require the publication of any software pursuant to the terms of such open source licenses; and (b) provided that County uses the Deliverables in accordance with the applicable licenses and/or notices given to County by Contractor, including, without limitation, providing appropriate licenses and/or notices with any distribution of the Deliverables, in the form and to the extent such licenses and/or notices were provided by Contractor to County, County's use of the Deliverables under this Agreement does not, or will not with the passage of time, violate any open source licenses or otherwise require the publication of any software pursuant to the terms of such open source licenses. As County's exclusive remedy for a breach of this Sub-paragraph 8.5, Contractor will either obtain a license for County's use (as permitted under this Agreement) of the affected open source software without publication, or provide a functionally equivalent replacement and that would not cause a breach of this Sub-paragraph 8.5 or publication of such software. For the avoidance of doubt, the immediately preceding sentence does not limit any obligations of Contractor in respect of third party claims and losses under Sub-paragraph 21.2 (Intellectual Property Indemnification).

## 8.6 Pending Litigation

Contractor represents and warrants that as of the Effective Date of this Agreement there is no pending or, to Contractor's knowledge, threatened litigation that would have a material adverse impact on Contractor's performance under the Agreement.

## 8.7 Assignment of Warranties

To the extent permissible under the applicable third-party agreements, Contractor hereby assigns and agrees to provide to County the benefit of all representations and warranties received by Contractor from its third-party licensors and suppliers, including hardware vendors.

## 8.8 Agreements with Employees, Independent Contractors and Subcontractors

Contractor represents and warrants that each of its employees, independent contractors and Subcontractors providing Services have, or will have, entered into (i) confidentiality agreements with Contractor's obligations set forth in this Agreement; and (ii) agreements assigning to Contractor any rights that such employee, independent contractor or Subcontractor may have in intellectual property developed in connection with their provision of Services hereunder.

## 8.9 Other Warranties

During the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the Solution (or any part thereof) in accordance with this Agreement. Except as otherwise set forth in the SOW and not including (i) software licensed to County under separate contract(s), (ii) Contractor Works licensed to County hereunder or (iii) open source software; Contractor represents and warrants that the Deliverables and Services provided by Contractor are not subject to any license rights or other right of use access or disclosures to a third party.

## 8.10 Limitation of Liability

County and Contractor agree that Contractor's liability for damages (including those based on a fundamental breach, negligence, misrepresentation, or other contract or tort claim) arising out of or related to this Agreement shall not exceed two times (2X) fees paid to Contractor under this Agreement. County and Contractor further agree that County's liability for damages (including those based on a fundamental breach, negligence, misrepresentation, or other contract or tort claim) arising out of or related to this Agreement shall not exceed two times (2X) fees paid or owed to Contractor under this Agreement. Notwithstanding the foregoing, the provisions of this Sub-paragraph 8.10 do not apply to any payments due and payable pursuant to a breach of, or pursuant to the indemnification obligations of (as the context may require), Sub-paragraph 7.14 (Taxes), Sub-

paragraph 8.4 (Disabling Device) (but only to the extent set forth in such Sub-paragraph), Sub-paragraph 11.6.2 (Employment Eligibility Verification), Sub-paragraph 16.2 (Compliance with Applicable Law), Paragraph 21.0 (Indemnification) and Sub-paragraph 26.6 (Fair Labor Standards). In no event shall either Party be liable, under any cause of action of any kind arising out of or related to this Agreement, for any indirect, incidental, consequential, punitive or other special damages (including loss of profits or loss of, or damage to, data), even if a Party has been advised of the possibility of such damages.

## 8.11 Warranty Disclaimer

THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES MADE BY THE PARTIES, AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF ANY DELIVERABLES OR THAT CONTRACTOR WILL CORRECT ALL DEFECTS.

# 9.0 TERMINATION.

## 9.1 Termination for Convenience

This Agreement may be terminated for convenience, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Such Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.

## 9.2 Termination for Default

9.2.1 Contractor may, by written notice to County, and subject to the Dispute Resolution Procedure in Paragraph 24.0, terminate this Agreement for default if County (i) fails to pay to Contractor any undisputed amounts due pursuant to Sub-paragraph 7.10, (ii) materially breaches its obligations with respect to Contractor Confidential Information (as defined in Sub-paragraph 12.10) or (iii) breaches the license for Contractor Works. In each case, such termination will become effective if County fails to cure the default within thirty (30) days of receipt of written notice from Contractor, or within any such greater period as mutually agreed to by County and Contractor.

9.2.2 County may, by written notice to Contractor, and subject to the Dispute Resolution Procedure in Paragraph 24.0, terminate the whole or any part of this Agreement, if, in the good faith and reasonable judgment of

County's Project Director , Contractor has materially breached this Agreement and Contractor fails to cure such breach within thirty (30) days of receipt of written notice from Contractor or within any such greater period as mutually agreed to by County and Contractor.

9.2.3   In the event that County terminates this Agreement in whole or in part as provided in this Sub-paragraph 9.2, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph 9.2.

9.2.4   If, after County has given notice of termination under the provisions of this Sub-paragraph 9.2, it is determined by County that Contractor was not in default under the provisions of this Sub-paragraph 9.2, or that the default was excusable under the provisions of Sub-paragraph 9.2, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 9.1 (Termination for Convenience).

9.2.5   The rights and remedies of the Parties provided in this Sub-paragraph 9.2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## 9.3    Termination for Improper Consideration

9.3.1   County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that improper consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9.3.2   Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

9.3.3   Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, tangible gifts, or any violation of Board Policy #5.060.

## 9.4 Termination for Insolvency

In the event that either Party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state to insolvency or the protection of rights or creditors, then (at the option of the other Party) this Agreement shall terminate and be of no further force and effect.

## 9.5 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future Fiscal Years (i.e., after the current Fiscal Year for which funds have been appropriated) unless and until the County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future Fiscal Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

## 9.6 Effect of Termination

9.6.1 In the event County terminates this Agreement in whole or in part as provided hereunder or upon the expiration of the Agreement, as applicable, then, unless otherwise mutually agreed in writing:

1. The Parties shall continue the performance of this Agreement to the extent not terminated.

2. Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to County all completed Deliverables and Deliverables in progress, in a format reasonably requested by County, if applicable.

3. County will pay to Contractor all sums due and payable to Contractor for Services performed and for Deliverables and Deliverables in progress provided through the effective date of such expiration or termination (prorated as appropriate with respect to such Deliverables in progress).

4. Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prepaid Fees, if applicable.

5. In the case of expiration or termination of the Agreement as a whole, any portion of the Statement of Work that has not been completed shall be deemed terminated in accordance with this

Paragraph 9.0 (Termination) as of the effective date of such termination.

6.    Contractor shall, at County's election, promptly return to County (or destroy) any and all of the County Confidential Information that relates to the portion of the Agreement or Services terminated by County, in accordance with Sub-paragraph 3.1.1 (Ownership of County Data).

9.6.2   Expiration or termination of this Agreement for any reason will not release either Party from any liabilities or obligations set forth in this Agreement which (i) the Parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

## 9.7    Termination Transition Services

9.7.1   Contractor shall assist County in transitioning from the Solution by providing certain transition services, as provided below.

9.7.2   Upon the expiration or termination of this Agreement, County may require Contractor to provide services in the form of Optional Work to assist County to transition Solution operations from Contractor to County or County's designated third party ("**Transition Services**"). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Agreement for breach by Contractor pursuant to Sub-paragraphs 9.2 or 27, Contractor shall perform all of the Transition Services set forth in this Sub-paragraph 9.7.2 (Termination Transition Services) at no cost to County. The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the Agreement, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Agreement by County, other than a failure by County to timely pay the amounts due and payable hereunder or a breach of the license for Contractor Works under Section 3.1.2. After the Parties have utilized the Dispute Resolution Procedure in Paragraph 24.0, County shall have the right to seek specific performance of this Sub-paragraph 9.7.2 (Termination Transition Services) in any court of competent jurisdiction and Contractor. If via Dispute Resolution Process or final court decision, it is determined that Contractor was not in breach, then County shall promptly pay for all Transition Services provided by Contractor at Contractor's time and materials rates specified in the SOW. Compliance with this Sub-paragraph 9.7.2 (Termination Transition

Services) by either Party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

## 10.0 ADMINISTRATION OF AGREEMENT - COUNTY

A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit C (County's Administration). County shall notify Contractor in writing of any change in the names or addresses shown.

### 10.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Agreement are met; and

- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

### 10.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis;

- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor; and

- overseeing the day-to-day administration of this Agreement.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

## 11.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

### 11.1 Contractor's Project Director

11.1.1 The Contractor's Project Director is designated in Exhibit D (Contractor's Administration). Contractor shall notify County in writing of any change in the name or address of the Contractor's Project Director.

11.1.2 The Contractor's Project Director shall be responsible for the Contractor's activities as related to this Agreement and shall coordinate with County's Project Manager on a regular basis.

### 11.2 Contractor's Project Manager

11.2.1 The Contractor's Project Manager is designated in Exhibit D (Contractor's Administration). Contractor shall notify County in writing of any change in the name or address of the Contractor's Project Manager.

11.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager on a regular basis.

11.2.3 The Contractor's Project Manager must be solely dedicated to County during Contractor's provision of Services under this Agreement.

## 11.3 Approval of Contractor's Staff

County, acting in good faith and for any lawful reason, has the absolute right to require the immediate removal of any of Contractor's staff performing work hereunder. County further has the right to interview, and approve any proposed changes with respect to, the Contractor's Project Manager. Contractor will use commercially reasonable efforts to keep County informed of, and to minimize disruption caused by, changes in Contractor's key staff personnel (i.e., project administration and technical leads).

## 11.4 Contractor's Staff Identification

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

11.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

11.4.2 Contractor shall notify County within one (1) business day when staff is terminated from working under this Agreement; provided, that if such terminated staff neither works on-site nor has access to County premises, Contractor shall notify County within five (5) business days. Contractor shall retrieve and return an employee's ID badge to County on the next business day after the employee has terminated employment with Contractor.

11.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to County on the next business day after the employee has been removed from working on the Agreement.

## 11.5 Background and Security Investigations

11.5.1 Subject to applicable federal, state or local laws, Contractor shall not assign any employee to perform Services at County premises who has not authorized a background investigation. County agrees that its background investigations will comply with all applicable local, state, provincial and federal laws, including the Federal Fair Credit Reporting Act and any applicable state, provincial and local fair credit reporting laws.

11.5.2 County may request that Contractor's staff that do not pass such background investigation(s) to the reasonable satisfaction of County be immediately removed from working on this Agreement at any time during the term of this Agreement. County will not provide to Contractor nor to Contractor's staff any information obtained through County conducted background clearance. County acknowledges and agrees that any information requested from, provided by, and/or obtained about ("background check information"), a member of Contractor's staff: (1) is and shall be limited only to information that is required for the background investigation and relevant to the Services provided by the member of Contractor's staff; (2) is Contractor's confidential information; and (3) shall not be disclosed to Contractor, any third party, or employee or other individuals or entities who do not need to know the results for the purpose of determining whether, according to County's security requirements, the member of Contractor's staff will be permitted to perform Services for County under this Agreement. County further acknowledges and agrees that background investigation information obtained about a member of Contractor's staff shall be collected, handled and maintained by County in a secure manner consistent with its sensitivity and applicable data privacy and security laws.

11.5.3 County may immediately, at the sole discretion of County, deny or terminate facility access to Contractor's staff that do not pass such investigation(s) to the reasonable satisfaction of County whose background or conduct is incompatible with County facility access.

## 11.6 Employment Eligibility Verification

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

11.6.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from and against any and all third party claims, directly resulting or arising from a breach by Contractor, its officers, employees or Subcontractors of Sub-paragraph 11.6.1 and Contractor shall pay all costs, damages, and attorneys' fees that a court finally awards or that are included in a settlement approved by Contractor, provided that County provides Contractor with prompt written notice of any such claim (but such failure to provide prompt notice shall relieve Contractor from liability only to the extent materially prejudiced by such delay), Contractor has sole control over the defense of the claims, and County shall provide reasonable cooperation, at Contractor's sole cost and expense, in Contractor's defense and any related settlement negotiations. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 11.6.2 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

## 12.0 CONFIDENTIALITY

12.1 Contractor shall maintain the confidentiality of all County Data (including Personal Data), received, obtained and/or produced under the provisions of this Agreement (collectively, "**County Confidential Information**") until such County Confidential Information is destroyed or returned by Contractor pursuant to Sub-paragraph 9.6.1. County agrees that it will not provide County Confidential Information to Contractor except as necessary for Contractor to perform the Services under this Agreement and County agrees to use reasonable efforts to restrict Contractor's access to such information. Notwithstanding anything to the contrary contained in this Agreement, the Parties understand and agree that County will not disclose to Contractor, or provide Contractor with access to, any health information, "protected health information," and/or medical information, and that such information shall not be included in County Data or in Personal Data.

County Confidential Information shall not include information that: a) is or becomes a part of the public domain through no act or omission of Contractor; b) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from County; c) is lawfully disclosed to Contractor by a third party without restriction on the disclosure; or d) is independently developed by Contractor.

Contractor shall not in any way be liable or responsible for the disclosure of any County Confidential Information if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event that Contractor receives a valid request to disclose County Confidential Information, Contractor will provide County with prompt notice of such request, to the extent permitted by law, and give County an opportunity to object to or limit any such disclosure.

**12.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all third party claims directly resulting or arising from a breach by Contractor, its officers, employees or Subcontractors, of Paragraph 12.0 (Confidentiality), and Contractor shall pay all costs, damages, and attorneys' fees that a court finally awards or that are included in a settlement approved by Contractor, provided that County provides Contractor with prompt written notice of any such claim (but such failure to provide prompt notice shall relieve Contractor from liability only to the extent materially prejudiced by such delay), Contractor has sole control over the defense of the claims, and County shall provide reasonable cooperation, at Contractor's sole cost and expense, in Contractor's defense and any related settlement negotiations. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 12.0 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

**12.3** Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of their confidentiality obligations.

**12.4** All of the County Confidential Information, data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Agreement, shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The data of County shall not be used by Contractor for any purpose other than as required under this Agreement, nor shall such data or any part of such data be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.

**12.5 Personal Data.**

In connection with this Agreement, provision of the Deliverables and performance of the Services, Contractor will be provided or obtain, from County or otherwise, dummy data (i.e., data that does not contain any Personal Data). To the extent that it is necessary for County to provide Personal Data to Contractor during the term of the Agreement, County will endeavor to strictly minimize the amount of such Personal Data provided to Contractor. Contractor may need to process such Personal Data and/or transfer it, all subject to the restrictions set forth in this Agreement and otherwise in compliance with all laws and regulations that by their terms are expressly applicable to Contractor in the performance of the Services for the sole purpose of providing the Deliverables and performing the Services.

Contractor agrees that Contractor will use and process Personal Data in compliance with (a) this Sub-paragraph 12.5, (b) to the extent the provisions are not otherwise addressed by a paragraph or sub-paragraph of this Agreement, the

SOW or any Exhibit A through H, County's then current privacy policy (a copy of which is attached hereto as Exhibit I (County's Information Security Policy)) and (c) all applicable local, state and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, and data security. Regarding Exhibit I (County's Information Security Policy) and any applicable local, state and federal laws and regulations, Exhibit I (County's Information Security Policy) and such laws and regulations shall only apply to the extent that Exhibit I (County's Information Security Policy) and such laws and regulations by their terms impose obligations directly on Contractor's performance of the Services and Deliverables specified in the SOW.

If in the future, there are (i) any changes to the County policy, any new County policy and/or any changes to or new applicable laws and regulations affecting Contractor's provision of the Services and Deliverables specified in the SOW, or (ii) a change to, or new law or regulation that results in an incremental increase in Contractor's costs associated with providing any Services or Deliverables, then, provided that such costs are directly associated with the Services or Deliverables provided to County by Contractor, such a change or new law, regulation or County policy shall constitute a change to this Agreement, and Contractor shall be entitled to a Change Order in accordance with Sub-paragraphs 13.1.2 and 13.3.

Contractor will not retain any Personal Data for any period longer than necessary for Contractor to fulfill its obligations under this Agreement. As soon as Contractor no longer needs to retain such Personal Data in order to perform its duties under this Agreement, Contractor will promptly return or destroy or erase all originals and copies of such Personal Data.

## 12.6    Publicity

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

- Contractor shall develop all publicity material in a professional manner; and

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

Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with County, provided that the requirements of this Sub-paragraph 12.6 shall apply.

## 12.7 Public Records Act

Any documents submitted by Contractor; information obtained in connection with County's right to audit pursuant to Sub-paragraph 7.13 (Record Retention and Inspection/Audit Settlement) of this Agreement; as well as those documents which were required to be submitted in response to the request for proposals used in the solicitation process for this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and information marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event that County:

* receives a valid request pursuant to the Public Records Act for disclosure of the aforementioned documents, information, and/or content of a proposal marked "trade secret", "confidential" or "proprietary";

* does not disclose same pursuant to the exceptions described in the immediately preceding paragraph; and

* such non-disclosure is challenged by the person(s) or entity(ies) seeking disclosure or by a court or administrative agency handling the disclosure request;

then County, to the extent permitted by law, will provide Contractor with reasonable notice of such request and give Contractor an opportunity to object to, or limit the scope of, any disclosure. For the avoidance of doubt, County will not be required to defend an action on a Public Records Act request.

## 12.8 Data Destruction

Contractor(s) and vendor(s) that have maintained, processed, or stored County data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with Contractor standards which are materially consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 Revision 1 titled Guidelines for Media Sanitization ("**Guidelines for Media Sanitization**"). Available at:
http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within County, or external to County's boundaries. For data that has been destroyed in accordance with this Sub-paragraph 12.8, upon request, County must receive within ten (10) business days, a signed document from Contractor(s) and vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Contractor(s) and vendor(s) shall certify that any County Confidential Information stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current Guidelines for Media Sanitization. Contractor(s) and vendor(s) shall provide County with written certification, within ten (10) business days of removal from Contractor's and/or Contractor's vendor(s) possession or control of any electronic storage equipment and devices that any and all County Confidential Information was destroyed and is unusable, unreadable, and/or undecipherable.

**12.9   Data Encryption**

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below.  PI is defined in California Civil Code Section 1798.29(g).  PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations.  MI is defined in California Civil Code Section 56.05(j). Notwithstanding the foregoing, County does not intend to send, and Contractor does not intend to receive, PHI or MI.

12.9.1  Stored Data

Contractor will perform Services utilizing both Contractor workstations and devices, and County-provided workstations and devices. Notwithstanding anything in this Agreement, County shall have sole and exclusive responsibility for the configuration of its own systems and devices, including, but not limited to, security and encryption methods and settings.

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) generally consistent with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) NIST Special Publication 800-57 Recommendation for Key Management - Part 1: General (Revision 4); ( c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key

Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

### 12.9.2 Transmitted Data

All transmitted (e.g. network) County PI requires encryption generally consistent with: (a) NIST Special Publication 800-52 Revision 1 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Revision 1 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

### 12.9.3 Certification

County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates material consistency with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Agreement. Failure on the part of Contractor to comply with any of the provisions of this Sub-paragraph 12.9 (Data Encryption) shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

## 12.10 Contractor Confidential Information

All information clearly identified by Contractor, in writing or orally (to the extent such oral communication is confirmed to County in writing within thirty (30) days thereafter), as confidential at the time of disclosure shall be Contractor's confidential information ("**Contractor Confidential Information**"). County agrees: (a) to use the same care that it uses to protect its confidential information of a similar value and nature, but not less than a commercially reasonable standard of care; (b) that its employees and agents will be bound by nondisclosure terms substantially similar to those in this Agreement; and (c) except with respect to information required to be released by applicable law, including pursuant to a Public Records Act request pursuant to Sub-paragraph 12.7, not to remove or destroy any proprietary or confidential legends or markings placed upon Contractor Confidential Information. Contractor Works shall be deemed to be included in the definition of Contractor Confidential Information.

## 13.0 CHANGES TO AGREEMENT

## 13.1 Amendments

13.1.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 13.0 (Changes to Agreement).

13.1.2 Except as otherwise provided in this Agreement, for any change which affects the scope of work, term, Maximum Agreement Sum, payments, or any term or condition material to Contractor's performance of the Services under this Agreement, a negotiated and mutually agreed written amendment shall be prepared and executed by Contractor and by the Board of Supervisors or its authorized designee.

13.1.3 Subject to the limitations set forth in Sub-paragraph 13. 1 .2, County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an amendment to the Agreement shall be prepared and executed by Contractor and by Contractor's authorized representative(s).

13.1.4 The Assessor, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 6.0 (Term of Agreement). Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an amendment to the Agreement shall be prepared and executed by Contractor and by Contractor's authorized representative(s).

## 13.2 Change Notice

For any change which is clerical or administrative in nature and/or does not affect any term or condition of either Party's rights, duties or obligations under this Agreement, a written change notice ("**Change Notice**") may be prepared and executed by the Assessor.

## 13.3 Change Order

For any change which requires Contractor to incur any additional costs or expenses using Pool Dollars, a written change order ("**Change Orders**") may be prepared and executed by the Assessor. For any Optional Work requested by County, following agreement on the Services, a Change Order shall be prepared and executed by each of: (a) the Assessor and (b) Contractor's authorized representative(s). County is specifically authorized to execute Change Orders for expenditure of Pool Dollars for acquisition of Optional Work under the

Agreement. Any requests for the expenditure of Pool Dollars must be approved in writing by the Assessor.

## 14.0 SUBCONTRACTING

**14.1** The requirements of this Agreement may **not** be subcontracted by Contractor without prior written notice to County, and such subcontracting shall be subject to the requirements of Sub-paragraph 11.5 (Background and Security Investigations) and County's subsequent approval. Any attempt by Contractor to subcontract obligations other than as provided in the immediately preceding sentence may be deemed a material breach of this Agreement.

**14.2** If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

- A description of the work to be performed by the Subcontractor;

- An outline of the proposed subcontract without pricing information; and

- Other pertinent information and/or certifications reasonably requested by County.

Any subcontract entered into with a Subcontractor hereunder shall contain, at a minimum, all standard County required provisions.

**14.3** Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

**14.4** County's consent to subcontract shall not waive County's right under Sub-paragraph 11.3 (Approval of Contractor's Staff).

**14.5** The Assessor is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by County or the Assessor, provided County or the Assessor so request in writing, Contractor shall forward a fully executed copy of the subcontract to County for their files.

**14.6** Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

## 15.0 ASSIGNMENT AND DELEGATION

**15.1** Except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of Contractor, Contractor may not assign this Agreement without County's prior written consent.

**15.2** Except as set forth in Sub-paragraph 15.1 , any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## 16.0 COMPLIANCE WITH APPLICABLE LAW

**16.1** Contractor shall comply with all laws, rules, regulations, treaties and directives to the extent that such laws, rules, regulations, treaties and directives by their terms, are applicable to Contractor's delivery of Services under this Agreement and impose obligations upon Contractor in its role as an information technology services provider and consultant with respect to the Services performed under this Agreement. County data may be maintained in one of several Contractor data centers globally and/or accessed by Contractor's global personnel as required to perform Services under this Agreement.

**16.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all third party claims directly resulting from a breach by Contractor, its officers, employees or Subcontractors of Sub-paragraph 16.1, and Contractor shall pay all costs, damages, and attorneys' fees that a court finally awards or that are included in a settlement approved by Contractor, provided that County provides Contractor with prompt written notice of any such claim (but such failure to provide prompt notice shall relieve Contractor from liability only to the extent materially prejudiced by such delay), Contractor has sole control over the defense of the claims, and County shall provide reasonable cooperation, at Contractor's sole cost and expense, in Contractor's defense and any related settlement negotiations. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph 16.2 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

## 17.0 [INTENTIONALLY OMITTED]

## 18.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

**19.0    [INTENTIONALLY OMITTED]**

**20.0    CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### 20.1    Responsible Contractor

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

### 20.2    Chapter 2.202 of the County Code

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

### 20.3    Non-responsible Contractor

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

### 20.4    Contractor Hearing Board

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

20.4.2 Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's

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

20.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

20.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

20.4.5 Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

20.4.6 Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.4.7  Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

## 21.0  INDEMNIFICATION

### 21.1  General Indemnification.

Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all third party claims for personal injury, bodily injury, and real or tangible personal property damage caused by Contractor (and including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement, and pay all costs, damages, and attorneys' fees that a court finally awards or that are included in a settlement approved by Contractor, provided that County provides Contractor with prompt written notice of any such claim (but such failure to provide prompt notice shall relieve Contractor from liability only to the extent materially prejudiced by such delay), Contractor has sole control over the defense of the claims, and County shall provide reasonable cooperation, at Contractor's sole cost and expense, in Contractor's defense and any related settlement negotiations. Any legal defense shall be conducted by Contractor and counsel of its choice. Notwithstanding the foregoing, County shall have the right to participate in any such defense at County's sole cost and expense. "Tangible personal property" does not include software, data or data files.

### 21.2  Intellectual Property Indemnification

21.2.1  Contractor shall defend County (at Contractor's sole expense), its officers, employees, and agents, from and against any and all claims of a third party that a Deliverable provided by Contractor (the "Indemnified Item") infringes such third party's patent or copyright, or misappropriate such third party's trade secret; and subject to paragraphs 21.2.2 and 21.2.3, will indemnify and hold County harmless from the damages, liabilities, costs, penalties, fines, interest and expenses awarded by the court to the third party claiming infringement or misappropriation, or from the settlement agreed to by Contractor.

21.2.2  County shall (i) notify Contractor, in writing, as soon as practicable and not later than 30 days after County receives notice (or sooner if required by applicable law) of any claim or action alleging such infringement or misappropriation; (ii) give Contractor sole control of the defense and any settlement negotiations, to the extent permitted by law; and (iii) give Contractor the information, authority and assistance Contractor needs to defend against or settle the claim. If Contractor believes or it is determined that any Indemnified Item may have violated a third party's intellectual property rights, Contractor may choose to either modify the Indemnified Item to be non-infringing (while substantially preserving its utility or

functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license (if applicable) and require return of the applicable Indemnified Item and refund any fees County paid to Contractor for that item.

21.2.3 Contractor will not indemnify County if County alters the Indemnified Item or uses it outside the scope of use identified in Contractor's user documentation or if County uses a version of Indemnified Item which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Indemnified Item which was provided to County, or if County continues to use the applicable Indemnified Item after the end of the license to use such Indemnified Item. Contractor will not indemnify County to the extent that an infringement claim is based upon any software or data not furnished by Contractor and will not indemnify County for any alleged infringement that is based on anything that County provides which is incorporated into any Deliverable or Contractor's compliance with any designs, specifications or instructions provided by County or by a third party on County's behalf. Contractor will not indemnify County for any portion of an infringement claim that is based upon the combination, operation or use of the Indemnified Item with any other product, data, apparatus or business method that Contractor did not provide, except where such combination is necessary for proper operation or use of the Indemnified Item to perform its documented purpose or functionality, or the distribution, operation or use of the Indemnified Item for the benefit of a third party (excluding affiliates of County).

21.2.4 This section 21.2 provides County's exclusive remedy for any third party infringement claims or damages.

## 22.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 22.0 and 23.0 of this Agreement. These minimum insurance coverage terms, types and limits (the "**Required Insurance**") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

### 22.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Additional Insured status under Contractor's

General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Office of the Assessor
Management Services Division – Contract Section
500 West Temple Street, Room 304
Los Angeles, CA 90012

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

## 22.2 Additional Insured Status and Scope of Coverage

County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status

shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

## 22.3 Cancellation of or Changes in Insurance

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

## 22.4 Failure to Maintain Insurance

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

## 22.5 Insurer Financial Ratings

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

## 22.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

## 22.7 Waivers of Subrogation

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. Contractor shall require its

insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**22.8    Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies.

**22.9    Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**22.10   Claims Made Coverage**

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

**22.11   Application of Excess Liability Coverage**

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

**22.12   Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**22.13   Alternative Risk Financing Programs**

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

**22.14   County Review and Approval of Insurance Requirements**

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

Nothing in this Agreement shall be deemed to preclude Contractor from selecting a new insurance carrier or carriers or obtaining new or amended policies at any time, as long as the above insurance coverage is maintained. This provision is not intended to, and does not, increase or decrease Contractor's liability under Sub-paragraph 8.10 (Limitation of Liability).

## 23.0  INSURANCE COVERAGE

### 23.1  Commercial General Liability

Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

| | |
|---|---|
| General Aggregate: | $2 million |
| Products/Completed Operations Aggregate: | $1 million |
| Personal and Advertising Injury: | $1 million |
| Each Occurrence: | $1 million |

### 23.2  Automobile Liability

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

### 23.3  Workers Compensation and Employers' Liability

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

### 23.4 Technology Errors and Omissions

Technology Errors and Omissions insurance, including coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing including outsourcing development and design (6) systems design, consulting, development and modification (7) training services relating to computer software or hardware (8) management, repair and maintenance of computer products, networks and systems (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of at least $5 million.

### 23.5 Privacy and Network Security (Cyber) Liability

Privacy and Network Security (Cyber) Liability insurance, which includes coverage for Contractor's liability arising from a security incident as it relates to this Agreement, with limits of not less than $15 million aggregate for each occurrence. For the purposes of this Sub-paragraph, the term "security incident" means (1) privacy breaches, (2) system breaches, (3) denial or loss of service, (4) introduction, implantation, or spread of malicious software code, (5) unauthorized access to or use of computer systems with limits. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

## 24.0 DISPUTE RESOLUTION PROCEDURE

It is the intent of the parties that all disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each Party's organization that is most knowledgeable about the disputed issue, and except as otherwise expressly provided in this Agreement, pursuant to this Paragraph 24.0 (Dispute Resolution Procedure). The Parties understand and agree that the procedures outlined in this Paragraph are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this paragraph, a "dispute" shall mean any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Agreement.

### 24.1
Contractor and County agree to act with urgency and in good faith to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 24.0 (Dispute Resolution Procedure) (such provisions shall be collectively referred to as the

"**Dispute Resolution Procedure**"). Time is of the essence in the resolution of disputes.

24.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance (other than payment obligations), which County determines should be delayed as a result of such dispute.

24.3 Subject to the provisions of, and County's obligation to pay, under Sub-paragraphs 7. 7 (Invoices) and 7 .10 (Payment of Invoices), if Contractor fails to continue without delay its performance hereunder which County, in its reasonable discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. If County fails to continue without delay to perform its responsibilities under this Agreement which County determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs.

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

24.5 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

24.6 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's vice president or equivalent and the Director. These persons shall have ten (10) days to attempt to resolve the dispute.

24.7 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.

24.8 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 24.0 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the

parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.

**24.9** Notwithstanding any other provision of this Agreement, a Party's right to terminate this Agreement or County's right to seek injunctive relief to enforce the provisions of Paragraph 12.0 (Confidentiality) or Paragraph 3.0 (Intellectual Property) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of the Parties' rights and shall not be deemed to impair any claims that a Party may have against the other Party or a Party's right to assert such claims after any such termination or such injunctive relief has been obtained.

## 25.0 MISCELLANEOUS.

### 25.1 Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any specific employee of one party known to be materially involved in Phase III of AMP to become an employee or agent of the other party. Notwithstanding the foregoing, no bar exists against any hiring action initiated through a public announcement.

### 25.2 Conflict of Interest

25.2.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. At Contractor's request, County shall provide a list of such employees or positions reasonably identified by County to be applicable to the immediately preceding sentence. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

25.2.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement, which are applicable to it as a services provider under this Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

## 25.3 Force Majeure

25.3.1 Subject to this Sub-paragraph 25.3, neither party shall be liable for such party's failure or delay in its performance of its obligations under and in accordance with this Agreement, if such failure arises out of acts of God or of the public enemy, war, terrorism, an electrical, internet or telecommunications outage not caused by the obligated party, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, unusually severe weather, or other similar events to those described above, but in every such case the failure to perform must be beyond the reasonable control and without any fault or negligence of such party ( "**Force Majeure Event(s)**").

25.3.2 Notwithstanding the foregoing, a default by a Subcontractor shall not constitute a Force Majeure Event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

25.3.3 In the event Contractor's failure to perform arises out of a Force Majeure Event, Contractor agrees to use commercially reasonable efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such Force Majeure Event.

25.3.4 In the event a Force Majeure Event continues for more than ninety (90) days, either Party may cancel unperformed Services under this Agreement by providing written notice to the other Party. This Sub-paragraph 25.3.4 does not excuse either Party's obligation to take reasonable steps to follow its normal disaster recovery procedures or County's obligation to pay for Services that have been accepted pursuant to the provisions of Paragraph 5.0. Notwithstanding the foregoing, a Force Majeure Event will not relieve Contractor of its obligations under Paragraph 12.0 (Confidentiality).

## 25.4 Notice of Delays

Except as otherwise provided under this Agreement, when either Party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that Party shall use commercially reasonable efforts to promptly give notice thereof, including all known and material information with respect thereto, to the other Party.

## 25.5  Notices

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C (County's Administration) and D (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

## 25.6  Governing Law, Jurisdiction, and Venue

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

## 25.7  Independent Contractor Status

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

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

25.7.3  Contractor understands and agrees that all Contractor personnel performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any Contractor personnel as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Agreement.

## 25.8  Validity

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

### 25.9 Waiver

No waiver by either Party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of either Party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 25.9 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

### 25.10 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement between Contractor and County. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources, nor shall it restrict Contractor from providing similar; equal or like goods and/or services to other entities or customers.

### 25.11 Facsimile Representations

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the amendments prepared pursuant to Sub-paragraph 13.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

### 25.12 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement.

### 25.13 Agreement Drafted by All Parties

This Agreement is the result of arm's length negotiations between the Parties. Consequently, each Party has had the opportunity to receive advice from independent counsel of its own choosing. This Agreement shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed against either Party.

### 25.14 No Third Party Beneficiaries

Notwithstanding any other provision of this Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

## 26.0 ADDITIONAL TERMS

### 26.1 Time Off For Voting

Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

### 26.2 Recycled Bond Paper

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

### 26.3 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

### 26.4 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

### 26.5 Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

## 26.6   Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees against any third party claims for wages, overtime pay, liquidated damages, penalties, court costs, attorneys' fees, and other costs and expenses directly resulting or arising from Contractor's violation of wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

## 26.7   Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Contractor shall comply with Exhibit B (Contractor's EEO Certification).

## 26.8   Warranty against Contingent Fees

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

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

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

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

26.9.2   As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this

Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## 26.10 Termination for Breach Of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 26.9 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Sub-paragraph 9.2 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

## 26.11 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

## 26.12 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 26.11 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice

shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

## 26.13 Compliance with the County's Jury Service Program

26.13.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("**Jury Service Program**") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit E and incorporated by reference into and made a part of this Agreement.

26.13.2 Written Employee Jury Service Policy.

Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under the Agreement, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

26.13.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing

obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate, to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

26.13.4 Contractor's violation of this Sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## 26.14 Restrictions on Lobbying

If any Federal funds are to be used to pay for Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its Subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

## 26.15 Termination for Non-Adherence of County Lobbyist Ordinance

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may in its sole discretion, immediately terminate or suspend this Agreement.

## 26.16 Consideration of Hiring County Employees Targeted for Layoff/Re-Employment List

Should Contractor require additional or replacement personnel after the Effective Date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

**26.17  Consideration of Hiring GAIN/GROW Participants**

26.17.1 Should Contractor require additional or replacement personnel after the Effective Date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

**26.18  Nondiscrimination and Affirmative Action**

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

26.18.2 Contractor shall certify to, and comply with, the provisions of Exhibit B (Contractor's EEO Certification).

26.18.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

26.18.4 Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

26.18.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and

regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

26.18.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 26.18 when so requested by County.

26.18.7 If County finds that any provisions of this Sub-paragraph 26.18 have been violated, such violation shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

26.18.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500.00) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

## 26.19 Federal Access To Records

If, and to the extent that, Section 1861(v)(1)(l) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(l) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the Subcontractor.

**26.20 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376)**

Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that as of the Effective Date of the Agreement, neither it nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge as of the Effective Date of the Agreement, none of its Subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees, or independent contractors of any Subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

**26.21 Intentionally Omitted**

**26.22 Survival.**

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Paragraphs and Sub-paragraphs shall survive any termination or expiration of this Agreement:

> Paragraph 3.0 (Intellectual Property)
> Sub-paragraph 7.5 (No Payment for Services Provided Following Expiration/Termination of Agreement)
> Sub-paragraph 7.13 (Record Retention and Inspection/Audit Settlement)
> Sub-paragraph 7.14 (Taxes)
> Sub-paragraph 8.10 (Limitation of Liability)
> Sub-paragraph 8.11 (Warranty Disclaimer)
> Sub-paragraph 9.6 (Effect of Termination)
> Sub-paragraph 9.7 (Termination Transition Services)
> Sub-paragraph 11.6.2 (provided that the survival of such sub-paragraph shall continue through the applicable statute of limitations respecting any third party claims resulting or arising from Contractor's breach of Subparagraph 11.6 (Employment Eligibility Verification) during the Agreement Term)
> Paragraph 12.0 (Confidentiality)

Paragraph 16.2 (provided that the survival of such sub-paragraph shall continue through the applicable statute of limitations respecting any third party claims resulting or arising from Contractor's breach of Paragraph 16.0 (Compliance with Applicable Law) during the Agreement Term)
Paragraph 21.0 (Indemnification)
Paragraph 22.0 (General Provisions for All Insurance Coverage)
Paragraph 23.0 (Insurance Coverage)
Paragraph 24.0 (Dispute Resolution Procedure)
Sub-paragraph 25.5 (Notices)
Sub-paragraph 25.6 (Governing Law, Jurisdiction, and Venue)
Sub-paragraph 25.14 (No Third Party Beneficiaries)
Sub-paragraph 26.6 (Fair Labor Standards) (provided that the survival of such sub-paragraph shall continue through the applicable statute of limitations respecting any third party claims resulting or arising from Contractor's breach of Sub-paragraph 26.6 (Fair Labor Standards) during the Agreement Term)
Sub-paragraph 26.22 (Survival)

## 27.0   UNIQUE TERMS AND CONDITIONS

### 27.1   Local Small Business Enterprise (SBE) Preference Program

27.1.1   This Agreement is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

27.1.2   Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

27.1.3   Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

27.1.4   If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1.     Pay to County any difference between the contract amount and what County's costs would have been if the contract had been properly awarded;

2.     In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3.     Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## 27.2 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit G, County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

## 27.3 Compliance with County's Zero Tolerance Policy on Human Trafficking

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

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

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

## 27.4 Transitional Job Opportunities Preference Program

27.4.1 This Agreement is subject to the provisions of County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

27.4.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

27.4.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

27.4.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

1.    Pay to County any difference between the contract amount and what County's costs would have been if the contract had been properly awarded;

2.    In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

3.    Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

## 27.5    Disabled Veteran Business Enterprise Preference Program

27.5.1 This Agreement is subject to the provisions of County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

27.5.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

27.5.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

27.5.4 If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the contract amount and what County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the County's Assessor and Contractor has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
        Jeffrey Prang
        Assessor

CONTRACTOR

ORACLE AMERICA, Inc.

_____

*Douglas Doran*
By  Douglas Doran (May 15, 2018)
_____
        Signature

Douglas Doran_____
        Printed Name

Director_____
        Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
        Deputy County Counsel

# ORACLE®

## Oracle America, Inc.

**STATEMENT OF WORK**
Assessor Modernization Project ("AMP")
Phase III

# Contents

# EXHIBIT A

## *STATEMENT OF WORK*

| | |
|---|---|
| Agreement: | This Statement of Work ("**Statement of Work**" or "**SOW**") incorporates by reference the terms of the Agreement (as has been or may be further amended from time to time, the "**Agreement**") between Oracle America, Inc. and the County of Los Angeles ("**LAC**," "**You**" or "**Your**") dated May 29, 2018. All reference to "**Oracle**" in the Agreement and this Statement of Work shall mean Oracle America, Inc. |
| Department: | Los Angeles County Office of the Assessor ("**LAC Assessor**," "**Assessor**" or "**LACA**") |
| Department Project Manager: | Scott Thornberry |
| Date: | May 29, 2018 |

| | | |
|---|---|---|
| ✓ **Enterprises Architecture Services** | ✓ **Data Security / Protected Enterprise** | ✓ **Middleware Architecture Services** |
| Business Integration Services | ✓ **Software Engineer Services** | Date Warehousing Services |
| Other | | |

| | |
|---|---|
| | . |
| ✓ **Not a HIPAA- Related Work Order (as defined herein)** | |
| | |

## STATEMENT OF WORK MANAGEMENT SUMMARY AND BUSINESS OBJECTIVE
Assessor Modernization Project ("**AMP**"), Phase III

## STATEMENT OF WORK PROJECT DEFINITION
The primary objective of this Statement of Work is to describe the distribution of tasks for the delivery of capabilities set forth herein for Phase III of AMP ("**Phase III**"). This will include updates to the overall enterprise architecture and application design, and build the capabilities and foundation for Global Case Management ("GCM"), Performance Management Dashboards ("PMD"), New Construction ("NC"), Property Statements ("PS"), Market Approach ("MA"), Roll Support ("RS"), System Interfaces ("SI"), and technical scope items.

## STATEMENT OF WORK SERVICES ("SOW" or "Services") SCOPE

# 1. Fixed Price Project Scope, Releases and Approach for AMP Phase III

## A. Background – AMP Phase III

The goal of the Los Angeles County AMP is to replace legacy secured and unsecured property systems with an enterprise-architected solution to manage the end-to-end Assessor business processes. It is envisioned that at the conclusion of the development of AMP, it will be more cost effective to manage through the use of modern design principles and the Cloud. AMP design goals include secured property owner self-service functionality, accessibility on mobile devices, and enhancing efficiency and flexibility of LAC staff for assessment activities of LAC secured and unsecured properties located throughout LAC. AMP will be developed over five project phases. AMP is intended to transform Your existing assessment legacy systems into a consolidated workflow and rules-based system designed to accommodate current AMP needs and be flexible to address future needs of LACA through the use of integrated tools and the Cloud.

AMP is expected to be developed over the following project phases:
* Phase I - AMP Foundations.
* Phase II - Secured Assessment Processing.
* Phase III - Unsecured Processing, Construction, Market Approach.
* Phase IV - Special Assessments and Exemptions.
* Phase V - Ancillary System Replacement and Miscellaneous.

Phase I was completed in November 2016. Phase II will be completed in May 2018.

This SOW provides the scope of Services to address capabilities and functionality specific to Phase III. Phases IV and V are not within the scope of Services for this SOW.

## B. Overview of SOW Construct

This SOW was created with the following elements:
* Section 1 contains a High Level overview of the Phase III background, components, release schedule, project management approach, architecture management approach, environments and the development process.
* Section 2 contains specifics on how the elements introduced in Section 1 are to be executed. The focus of this SOW is to describe the tasks and outcome that will result from the effort. In each section, the tasks to be executed are followed by a list of deliverables to be provided to You. The deliverables are numbered sequentially in this document.

## C. Phase III High Level Components

The components of Phase III are shown in Table 1 below. Phase III will be created by building on the foundation of Phases I and II and will be developed and tested in the Cloud.
One of the changes from the development work in Phases I and II will be the creation of a GCM component. GCM is envisioned as the backbone for AMP.

Table 1:  Phase III In-Scope Components and Modules

| Global Case Management and Management Dashboards | New Construction |
|---|---|
| Manage Work Units (18.7.8, 19.7.8) | Permit Management (15.1) |
| Records Maintenance (18.7.8, 19.7.8) | NCS Management (15.2) |
| Eligibility Determination (18.7.8, 19.7.8)) | Diagram Maintenance (15.5) |
| Appraisal (18.7.8, 19.7.8) | Appraisal and Assessment (15.8) |
| Assessment (18.7.8, 19.7.8) | |
| Dashboards and Reporting (21.7.8, 22.7.8) | |
| **Property Statements** | **Market Approach (C10)** |
| Property Statements Valuation System Interfaces (12.13.1) | Sales Repository & Maintenance (10.1) |
| Property Statements Inbound Capture (15.13.1) | Sales Monitor (10.2) |
| Property Statements Process Management and Support (18.13.1) | |
| Property Statements Decision Management and Support (19.13.1) | |
| Property Statements Internal Information Self Services (22.13.1) | |
| **Roll Support (dependent on C3, C8)** | **System Interfaces (C9)** |
| Proposition 13 - Base Year Values and Trending (C3) refactored to GCM | Extension of system interfaces (C9) |
| Proposition 13 - Assessment Processing (C8)refactored to GCM | |
| **Architecture Updates (Component A)** | **Environment and Technology Updates (Component B)** |
| Phase III Architecture Update | New Cloud Environments |
| | Migration to Cloud Environments |
| | Tech Stack  Upgrade, Database  Extensions, Middleware and Mobile Extensions |
| | Quarterly patches as required |
| **Technology Migrations (Component D)** | **Security Extensions (Component C)** |
| Documentum to Oracle WebCenter Content Migration | Security Extensions |
| Captiva migration to Oracle Enterprise Capture and Oracle Forms Recognition | |

# D. Release Schedule

The Phase III Implementation will be done over three major releases and two minor releases as shown below:

*Figure 1: High Level Release Schedule*
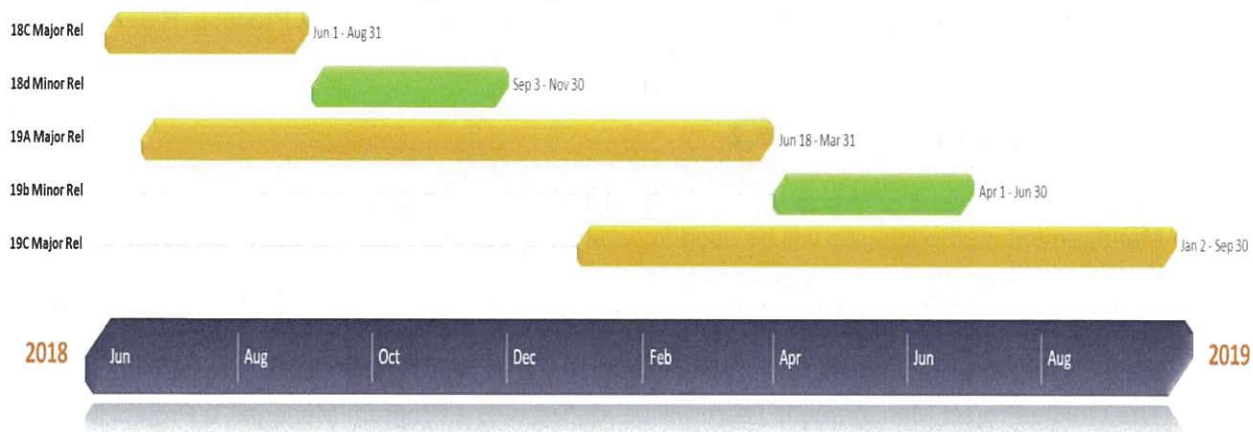


*Table 2: Phase III Release Schedule*

| Release | Components | Estimated Month/Year |
|---|---|---|
| 18.C | Case Management – Miscellaneous Propositions, Prop 58/193 (11.7); C11.1 (Document Capture Assistant), C11.2, C6.1, C6.4, C6.7; C9 BI Publisher (BIP); Component B** - Environment and Technology Updates; C5, C6.1 open to Public (w/ Digital Electronic Signature Integration); Quarterly Patches* | Aug 2018 |
| 18.d | Minor Release; Quarterly Patches | Nov 2018 |
| 19.A | GCM & Management Dashboards; Property Statements; Technology Migrations (Component D); System Interfaces; Quarterly Patches | Mar 2019 |
| 19.b | Minor Release; Quarterly Patches | Jun 2019 |
| 19.C | New Construction, Market Approach, Roll Support, C11.7 open to Public (w/ Digital Electronic Signature Integration), Component B – Middleware, Mobile, Database Extensions; Component C – Security Extensions ***, Quarterly Patches | Sep 2019 |

\* Quarterly Patches may or may not be part of each release. The Oracle Project team will assess on a monthly basis what patches are required and in what release they will be implemented. The recommendation will be provided to the Assessor.

\*\* Component B is shown here in 18C, but is a separate track and will be implemented across one or more of the releases.

\*\*\* Component C is shown here in 19C when all upgrades will be completed. However, Component C will be run as a separate track coordinated with Oracle WebCenter Portal WCP to ensure compatibility and is expected to be released incrementally across multiple releases.

# E. Overall Approach

This section contains a high level description of the overall approach for executing Phase III. It describes the project management approach, the architecture management team, the Oracle Cloud and on premise environments, and the overall development and test process. The specific language in Sections 2 through 8 below take precedence over the general overview in Section 1 of this SOW for Project Management, Environments, Development and Test Process, Release Management and Configuration Management

## Project Management ("PM")

Project management for Phase III of AMP will build on the foundations of the Phase II tasks and deliverables. A blend of Oracle Unified Method ("OUM") and Oracle's Agile Product Lifecycle Management methodologies will be used to conduct ongoing project management activities and develop and/or update project artifacts and deliverables. Key deliverables produced and maintained will be the Project Management Plan ("PMP"), Project Work Plan ("PWP") and status reports.

The Oracle Project Management Team will be staffed with a Program Manager, a Project Manager ("PM"), a junior Project Manager and a Project Administrator. In addition, the team will include the following management roles: Development Management, Release Management, Configuration Management, Architecture Management (Enterprise Architect), Test Management and Operations Management.

## Architecture Management ("AM")

Oracle will create an architecture team for Phase III to help drive architecture vision, principles and design, in the development of AMP solution that is in line with current and future business vision. The specific deliverables created by the architecture team are outlined in the Implementation Scope section below.

The architecture team will be comprised of the following roles:
- Enterprise Architect – Leads the architecture team and works to align AMP application architecture with architecture vision and principles, and drives key application design discussions and decisions.
- Business Architect – Directs the Oracle business analysts (BA), technical leads and designers to a correct understanding of the LACA business vision and serves as a liaison between the Oracle team and LACA business leads. Oversees business analysis activities.
- Infrastructure Architect – Works to align AMP infrastructure architecture with architecture principles, drives infrastructure decisions, and provides oversight to the infrastructure team.
- Security Architect - Drives security architecture decisions, manages security team and also oversees the adherence to Oracle software security assurance practices in installation, configuration, design and development.
- Information Architect – Works to provide a coherent, consistent understanding of the Assessor's data, both structured and unstructured, oversees database development and architecture and designs for reports and dashboards.
- User interface ("UI") Architect – Works toward a consistent UI design, experience and development standards are followed and oversees UI development.

- Process Architect – Responsible for seeking consistency in process design and enforcing development standards. Oversees Oracle business process management ("BPM") development.
- Integration and Mobility Architect – Oversees adherence to integration principles and standards and oversees integration and mobile development
- Content Architect – Provides content leadership and works closely with Information Architect to align content management decisions with overall information architecture. Leads content development and migrations.

## Environments (Oracle Cloud and On Premise)

The following environments will be used during Phase III. As with AMP Phase II, the development, build and test activities for Phase III will occur in the Oracle Cloud as part of the Software Development Life Cycle ("SDLC") process. There are three (3) primary blocks of work related to the lifecycle environments in Phase III:

- The existing Phase II Oracle Cloud – Classic environments will be migrated to Oracle Cloud.
- Up to four (4) additional environments will be built in Oracle Cloud as required to support the SDLC processes.
- The existing Production Support, training and upgrade and patch ("UPE") environments used during Phase II will be migrated from ISD to Oracle Cloud for production support in Phase III.

SDLC environments will continue to be managed and maintained by the Oracle project team. Production support environments will continue to be managed by You. Oracle's management responsibility includes administration, patching and upkeep of the SDLC environments.

The specific scope of Oracle's work in this regard is stated in the subsection entitled "Perform Environment Installs/Migrations/Upgrades/Extensions (Component B)."

*Table 3: Phase III Environments*

| Environment Name | Description | Where will it be located | Who manages it |
|---|---|---|---|
| ADEV | The first development environment to be used for developing one or more of the Phase III releases | Oracle Cloud** | Oracle |
| ATE1 | A test environment to be used for development integration testing one or more of the Phase III releases | Oracle Cloud | Oracle |
| ATE2 | A test environment to be used for system integration testing one or more of the Phase III releases | Oracle Cloud | Oracle |
| ADEV2* | A second development environment to be used for developing one or more of the Phase III releases | Oracle Cloud | Oracle |
| ATE3* | A second test environment to be used for development integration testing one or more of the Phase III releases | Oracle Cloud | Oracle |
| ATE4* | A second test environment to be used for system integration testing one or more of the Phase III releases | Oracle Cloud | Oracle |
| PSDEV* | Development environment for production support | Oracle Cloud | TBD *** |
| PSTST* | Test environment for production support | Oracle Cloud | TBD |
| TRN* | Training environment | Oracle Cloud | TBD |
| PSUPE* | Upgrade/patch and production support staging | Oracle Cloud | TBD |

| Environment Name | Description | Where will it be located | Who manages it |
|---|---|---|---|
| ISD-UPE | Interim upgrade/patch environment for production support | LACA | ISD**** |
| ISD-DEV | Interim development environment for production support | LACA | ISD |
| ISD-TEST | Interim test environment for production support | LACA | ISD |
| ISD-TRN | Interim Training environment | LACA | ISD |
| ISD-STAGE | Stage environment sized similar to production for User Acceptance Testing "UAT" and performance testing | LACA | ISD |
| STAGE2* | A second stage environment sized similar to production for UAT, performance testing | Oracle Cloud | Oracle |
| PROD | Production environment | LACA | ISD |

\* New environments
\*\* Oracle Cloud refers to Oracle Cloud Infrastructure
\*\*\* TBD is defined here as "To Be Determined" but is not included as part of services
\*\*\*\*ISD means the Los Angeles County Internal Services Department

## Development and Test Process

Business components in major releases 19.A and 19.C will be built using a Vision Phase followed by an Elaboration Phase and then a Test Driven Development ("TDD") Phase. As used in this SOW, TDD is defined to mean that construction will begin with the creation of test cases. These test cases will be mutually approved in writing by Oracle and You as part of each user story's* acceptance criteria, for all code to be delivered by Oracle. Testing will be integrated into the development process beginning with the Vision Phase in order to facilitate TDD. The following table defines each of these phases, their outputs, and how they are bound and the participants.

*Table 4: Phase III Phases*

| Phase | Definition | Outcome | Bound by | Participants*** |
|---|---|---|---|---|
| Vision Phase | Vision Phase will identify epics and high-level user stories by vision meetings between Assessor teams and Oracle teams. The Vision Phase looks at all business components across all releases in Phase III and is done once at the beginning of the project | One or more prototypes to establish the vision for the component. The prototype can be PowerPoint slides, screen mockups or videos that identify the vision and epics* that will be accomplished by the Project. The epics and user stories will further be categorized by Component and Release and tracked using tools or methods as agreed by both parties | # of Vision Sprints. Each Vision Sprint will be 2 weeks long. | Oracle participants include: PM, Architects, Component Leads, BAs, Dev Manager, UI and system Designers, Test leads, Tech Writer Assessor participants include: Business Leads, POs, PM, Architects, Designers, Dev Team |
| Elaboration Phase | Elaboration Phase will groom the vision, epics and user stories identified for a particular release and detail out user stories and acceptance criteria | Documentation will be created for all epics and user stories along with acceptance criteria. Includes Screen design, test cases. These will then be prioritized into what goes into what TDD sprint | # of Elaboration Workshops. Each Elaboration workshop will be 4 hours long. | Oracle participants include: Business Architect, BAs, Component Leads, UI and System Designers, Test leads, Tech writer Assessor participants include: Business Leads, POs |

| Phase | Definition | Outcome | Bound by | Participants*** |
|-------|-----------|---------|----------|-----------------|
| TDD Phase | TDD Phase will take the user stories for each release and sprint, and do system design to identify required system use cases**, build test cases and then build code to satisfy the test cases | Output of each TDD sprint will be Design doc, test cases and code | # of system use cases delivered across one or more TDD sprints. Each TDD Sprint will be 2 weeks long. | Oracle participants include: Dev Manager, Scrum Master, Testers, Designers, Developers |

\* Epics and user stories – Describe the work item, type of user, what they want and why at varying levels of decomposition.

\*\* System use cases – System use cases specify the individual technical objects that have to be built to implement a user story

\*\*\* Oracle and LACA PM's will mutually determine participants prior to workshops

Epics are high-level descriptions of functionality that are decomposed during requirements and elaboration into individual user stories. The user stories are then further analyzed during elaboration to identify the system use cases. System use cases will specify the individual technical objects are built to implement a user story.

For each major release, following the development process, there will be a transition phase. This phase will include one or more System Integration Test, Performance Test and UAT. A Regression Test will be performed when required. All tests will be automated to the extent possible using Oracle Application Training Suite ("OATS") and OpenScript or other tools as mutually agreed upon in writing by Oracle and You. An automation testing team will be included in Phase III to create these automated test scripts.

The development process will be enhanced to incorporate PL/SQL code, database schema data definition language (DDL) and other technology components as mutually agreed upon in writing by Oracle and You, into the Git repository to support version control.

## Configuration Management ("CM") and Release Management ("RM")

Oracle's approach for Phase III is to expand the scope of release management to include CM of the SDLC and production support environments, in conjunction with the AMP code releases. In an effort to improve consistency and predictability across all of the SDLC life cycle environments in Phase III, a dedicated CM role will be defined, and additional RM roles will be added.

CM is a systems development and maintenance discipline that promotes the proper identification of configuration items ("CI"), evaluation and control of changes to those items, and recording of the change implementation status. Proper CM helps lay the foundation for routine development operations ("DevOps'). It focuses on the identification of specific CI to be managed, the methods by which changes to those items will be implemented and tracked, and the tools required to automate the changes, and monitor any divergence between common CI's across the life cycle environments.

CM will be closely tied to the existing AMP release management, infrastructure management, and testing processes that were in place in previous phases, and where applicable will leverage existing LACA change control processes. RM will continue using automated build and deploy scripts using Jenkins or other tools as mutually agreed upon in writing by Oracle and You.

CM will apply to all technology components related to AMP in the SDLC environments, including virtual or physical infrastructure, and the software technology stack. Configuration changes result from installation of new products, deployment or promotion of new releases via the RM process,

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remediation from testing processes, and routine DevOps functions including patching, tuning, and optimization. It will seek to achieve configuration consistency across the lifecycle environments in all layers of the technology stack via standardization and automation of configuration changes through the strategic use of CM tooling including Oracle Enterprise Manager ("OEM"), Puppet, Terraform, Chef. Additionally, a custom real time dashboard will be developed to reflect current status of the various life cycle environments.

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# 2. FP Implementation Scope and Deliverables

This section delineates the tasks and responsibilities for the items outlined in the high level overview provided in Section 1. It describes the Project activities, the Vision Phase and the activities to design, develop, test and deploy for the three major releases.

## A. Project Activities for Phase III

Project activities include those events required to either manage Phase III or to prepare for future elements related to AMP.

### Execute Project Management

The tasks related to the management of Phase III are provided below:
- Initiate project
    - Update the project governance structure (e.g., project management team, executive steering committee, and advisory committee)
    - Plan and conduct project kick-off presentations for executive steering committee as well as for project team and stakeholders
    - Provide a Phase III project kickoff presentation
- Create a PMP - Oracle will re-baseline the Phase II PMP for Phase III. The PMP will be used by Oracle and Assessor to manage, track, and evaluate project performance. The PMP will be a living document, with changes to be mutually agreed upon between Assessor and Oracle in writing\\. The PMP will include the following sections:
    - Introduction, including an executive summary, business case, and project charter
    - Scope Definition
    - Project Objectives
    - Project Approach
    - Project Tasks, Work Products, and Milestones
    - Scope Management
    - Financial Management
    - Work Management
    - Issue Management
    - Key Decision Management
    - Requirements Management
    - Risk Management
    - Vision Management
    - Architecture Management
    - Governance Management
    - Problem Management
    - Organization and Staff Management
    - Communications Management
    - Quality Management
    - Configuration Management
    - Infrastructure Management
    - Procurement Management
    - Organizational Change Management
    - Document Management

- Oracle will update and maintain a "Project Organization Chart" with inputs from LACA, to describe the roles for both Oracle and LACA team resources
- Oracle will provide a Phase III PWP to include:
    - Project deliverables (as set out herein in Section 3 Deliverables)
    - Tasks and Subtasks
    - Associated dependencies
    - Resource loaded for Oracle team
    - Key milestones

## Execute Architecture Activities (Component A)

As part of these activities, Oracle will expand upon the approach used in Phase II to create a method to both improve compliance with architectural principles along with identifying areas for future enhancements. The tasks to be executed are:

- Oversee an Enterprise Architecture Planning Committee, "EAPC" comprised of Oracle Architecture team, LACA Architecture team, senior business specialists and technical leads, to provide appropriate architecture direction to the LACA and Oracle teams. The objective of the EAPC will be to:
    - Evaluate where elements of design can be re-used across different modules.
    - Provide guidance to requirements and design teams – both LAC staff and Oracle staff - where existing designs can be re-used, the overall quality of designs, and on the degree to which specific designs and/or architectures comply with existing standards.
    - Identify areas where design consolidation and/or simplification can be considered
    - Capture the future features list, maintain and extend the future features list during Phase III, with recommendations on prioritization and AMP program direction.
    - Communicate the status of the feature requests to LACA through monthly updates to the features request database and as part of LAC Assessor's change management efforts.
- Produce a Monthly **Architecture Status Report** that documents the findings and recommendations from the EAPC.
- Manage and update a data repository where requested feature changes can be maintained. The data repository will:
    - Document the features requested by business users to be included in future AMP deployments.
    - The repository will allow business users to add feature requests.
    - The status of each feature request will be available for LACA staff to view. Status will include:
        - Description of the requested feature.
        - Date it was reviewed by the Architecture Review Board.
        - Decision made by the EAPC.
            - Using input from both Vision and Elaboration workshops and direct business user feedback, document features that will not be included in the planned release but that may be considered in future releases outside the scope of Phase III.
- Update the AMP Architecture Document with design standards as they are created and updated. In the design standards, address the following points:
    - Re-use potential. The desire is to re-use already developed design functionality instead of recreating an identical or similar functionality.
    - Maintenance – the functionality should be designed with an understanding of complexity of maintaining and supporting in production.

- Future planning –The design should consider which features will be required in other modules and be designed to provide re-use.
- Standard error messaging framework. Create architectural and UI standards on how error messages are created (standard error message elements), logged and displayed to users. This will be used in Phase III implementation.
- The document is to be reviewed and updated as needed by Oracle architects.

- Update the AMP Technical Architecture Document
  - Review and update, as necessary, Your functional and/or business architecture (including business objectives and capabilities) for the AMP system.
  - Review and update, as necessary, Your AMP architecture vision definition for the AMP system.
  - Review and update, as necessary, Your current state architecture, comprised of the current state business, application, information, and technology architectures.
  - Review and update, as necessary, Your future state architecture for the AMP system, comprised of the future state business, application, information, and technology architectures.
  - Review and update, as necessary, Your gap analysis and strategic roadmap, incorporating a phased approach and milestones for the delivery of the Phase III functionality.
  - Review and update, as necessary, Your governance assessment model and plan that includes data governance, data privacy and security with assistance and participation of stakeholders, including appropriate LAC Assessor staff, and access to current systems for Phase III.
  - Review and update, as necessary, Your Implementation Assessment for Your project that includes confirmation of hardware and software environments and mechanisms to procure Oracle software for Phase III, if necessary. Your purchase of Oracle software is not within the scope of this SOW and will be done under a separate contract.

- Versioning strategy for deployed objects: Establish and document a strategy for versioning and linking system functionality that is deployed across multiple tiers to permit long-running processes to run to completion using the correct system functionality. This will be used in Phase III implementation.

- Dynamic forms plan: Evaluate different Oracle technology options for implementing a no-code or low-effort approach for dynamic forms based on requirements to be provided by You and establish the design for dynamic forms to be used in future phases. If the current design for the Document Capture Assistant (DCA - C7.6, C11.1, C11.7) does not meet the business requirements, establish the design for dynamic forms to be used in future AMP phases, and make a recommendation on whether the existing DCA functionality should be re-implemented using the dynamic forms design established. .Data refresh: Formalize the data refresh strategy and schedules for all AMP environments.


## Execute Vision Phase Activities

A Vision Phase will be conducted for Release 19.A, Release 19.C and common functionality across processes (C12, C13, C14, C15, C16; C17, C18, C19, C20, C21, C22 and C23) in Release 19.A and Release 19.C, to identify user stories to be accomplished in these releases. This will be led by the business lead from LACA and will include all personnel from both Oracle and LACA as mutually agreed upon. The objective of this phase is to get a common understanding of the business vision and objectives across the whole team.

The Vision Phase will be conducted in ten (10) Vision Sprints and will produce the following deliverables: Vision Prototypes for Release 19.A, 19.C; Components C12 to C23 and Epic Stories and User Stories for Release 19.A, 19.C; and Components C12 to C23.


# Perform Environment Installs/Migrations/Upgrades/Extensions (Component B)

## Install/Migrate Environments

The following scope for environment installs/migrations/upgrades will be part of one of the major releases (18.C, 19.A, 19.C) or minor releases (18.d or 19.b) as determined by mutual agreement in writing between Oracle and You.

- Implementation planning and preparation for target Oracle Cloud environment:
  - Review Your Oracle Cloud Bill of Materials and validate Your Oracle Cloud Tenancy;
  - Review Your target Oracle Cloud environment requirements with respect to to:
    - Application and Virtual Machine ("VM") workload
    - Infrastructure including compute, network, and storage
    - Backup and recovery
    - High Availability and Disaster Recovery
    - Systems management and monitoring
    - Security
      - Creating a written target Oracle Cloud Deployment Design Document ("Oracle Cloud CD3");
      - Creating a high-level Oracle Cloud I implementation work plan for deploying Your target Oracle Cloud environment; and
      - Create a monthly Oracle Cloud environments report.
- Implementation of the target Oracle Cloud environment:
  - Provisioning, migration, and configuration of VM images as follows:
    - Migrating existing ADEV, ATE1, and ATE2 lifecycle environments from Oracle Cloud - Classic into a new Oracle Cloud tenancy as defined in the target Oracle Cloud CD3
    - Migrating existing ISD-DEV, ISD-TEST, ISD-TRN, and ISD-UPE lifecycle environments from Your datacenter into a new OCI tenancy as defined in the target Oracle Cloud CD3; and
    - Creating new ADEV2, ATE3, ATE4, and STAGE2 lifecycle environments based on Oracle Linux 7 from Oracle Cloud - Classic into a new Oracle Cloud tenancy as defined in the target Oracle Cloud Upgrade of all of the current Oracle Cloud - Classic VMs from Oracle Linux versions 6 to version 7.
- Install, configure, and validate the features and functionality as described in applicable standard Oracle software documentation ("standard functionality") contained in the following Oracle software in Your ADEV2, ATE3, ATE4, and STAGE2 environments in the Oracle Cloud and create/update the Installation plan, Installation instructions and Design & Implementation Guidelines document. All Oracle software required for the AMP stack in Phase III will be installed. Oracle software licenses and cloud services must be acquiredby You separately.
- Deploy AMP code and required configurations to new SDLC environments (ADEV2, ATE3, ATE4, STAGE2).

## Perform Technology Upgrades

The following upgrades are part of Phase III and will be part of one of the major releases (18.C, 19.A, 19.C) or minor releases (18.d or 19.b) as determined by mutual agreement in writing between Oracle and Assessor.

- Upgrade of database to current version and migrate it to Exadata Cloud Service ("ExaCS") in Oracle Cloud. (See Database Migration/Upgrade section below.)
- Upgrade of middleware components WebCenter Portal ("WCP"), Oracle Application Development Framework ("ADF"), Oracle Business Process Management ("BPM"), Oracle Service Oriented Architecture Suite ("SOA"), Oracle WebCenter Content ("WCC"), Oracle Enterprise Capture ("OEC")), Oracle Policy Automation ("OPA"), Oracle Data Integration ("ODI"), BI Publisher ("BIP") and security stack to the latest release of these components as determined jointly by Oracle and LACA.
- Upgrade Your existing OEM 12c Cloud Control system to OEM 13c Cloud Control
  - Upgrade Your Oracle Management Server application to version 13c, Your Oracle Management Agents to 13c and Your Oracle Management Repository database to version 12c.
- Upgrade of components of Oracle security stack. (See "Provide Security Extensions" section under Section D: Release 19.C Scope and Deliverables.)
- Document the steps followed during the upgrade of technical components in a technical upgrade document.

## Oracle Database Migration / Upgrade

Using the Oracle Consulting Studio toolset, Oracle will migrate and upgrade to Oracle Database version 12.2 or higher, (hereinafter "Migrate"). This will be limited to Your thirty-seven (37) Oracle databases specified in Table 5 below from Your existing environments located at ISD or the Oracle Cloud ("Source") to Your new Oracle databases on Oracle Exadata Cloud Service ("ExaCS") located in the Oracle Cloud ("Target").

*Table 5: Source Oracle Databases*

| Environment | Database Count | Source OS | Target OS | Source Database Size_GB | Source DB Version | Source Environment |
|---|---|---|---|---|---|---|
| Non-Prod | 3 | OEL | OEL | >100 and <=5000 | 12c | Assessor Data Repository (ADR) for ADEV, ATE1, ATE2 |
| Non-Prod | 7 | OEL | OEL | <=100 | 12c | FMW, IDM, WCC for ADEV, FMW, IDM, WCC for ATE1, FMW for ATE2 |
| Non-Prod | 3 | OEL | OEL | >100 and <=5000 | 12c | ADR for ADEV2, ATE3, ATE4 |
| Non-Prod | 7 | OEL | OEL | <=100 | 12c | FMW, IDM, WCC for ADEV2, FMW, IDM, WCC for ATE3, FMW for ATE4 |
| Non-Prod | 4 | RHAT | OEL | >100 and <=5000 | 12c | ADR for ISD-DEV, ISD-TEST, ISD-TRN, ISD-UPE |
| Non-Prod | 9 | RHAT | OEL | <=100 | 12c | FMW for ISD-DEV; FMW, IDM, WCC for ISD-TEST; FMW, WCC for ISD-TRN; FMW, IDM, WCC for ISD-UPE |
| Non-Prod | 1 | AIX | OEL | >100 and <=5000 | 12c | ADR for STAGE2 |
| Non-Prod | 3 | AIX | OEL | >100 and <=5000 | 12c | FMW, IDM, WCC for STAGE2 |

## Perform Technology Extensions

OEM: Expand the usage of OEM to monitor all AMP environments. Based on the recommendations from the OEM Assessment delivered by Oracle during Phase II, expand the usage of OEM for monitoring AMP environments as follows:

- Prioritize recommendations from the OEM assessment.
- Implement monitoring, alerting and management recommendations once the upgrade is complete.

## Deliverables

The following are deliverables for Project Activities:

*Table 6: Deliverables for AMP Phase III for Project Activities*

| Deliverable # | Deliverable Name | Deliverable Description | Estimated Month |
|---|---|---|---|
| 1 | Phase III Project Inception | Tasks to establish the project including a project kickoff presentation | Month 1 |
| 2 | Initial PWP | Initial Project Work Plan | Month 2 |
| 3 | PMP | Project Management Plan | Month 3 |
| 4 | Updated Technical Architecture Document | Updated LACA Technical Architecture Document that has been created and maintained since Phase 1 | Month 3 |
| 5 | Architectural Principles Summary Document | Documentation of Architecture Principles to be followed in project execution | Month 3 |
| 6 | Monthly Architecture Status Report | Monthly report documenting architecture team activities and accomplishments | Months 2 to 15 |
| 7 | Vision Prototypes | Summary of all conceptual prototypes created in Vision Phase | Month 3 |
| 8 | Epics and User Stories | Documentation of epics and user stories from the Vision Phase in scope for Releases 19.A and 19.C | Month 3 |
| 9 | Environment Install/Migrate/ Upgrade/Extensions report | Monthly report detailing results of environment creation, migration, extensions and upgrades | Months 1 to 15 |

# B. Release 18.C Scope and Deliverables

Release 18.C was designed and developed as part of Phase II. It will be put into production as part of Phase III. Release 18C will include

- New functionality described below.
- Defect remediation resulting from defects (if any) identified as part of 18C testing
- Other new code developed by Oracle and LACA

## Perform Digital/Electronic Signature Integration ("DS")

Oracle will perform DS for the Online Mailing Address Change Request PDF form in AMP with digital signature software Signix for C 6.1.

The DS functionality will be delivered using the following phases:

*Table 7: Workshops for Digital Signature Integration*

| Phase | Tasks | Workshops/System Use Cases |
|---|---|---|
| Elaboration Phase | Finalizing Digital Signature Use Case(s) | 1 Elaboration Workshop |
| TDD Phase | Design, Test Cases, Development, Demo | 1 Moderate, 1 Easy system use cases |

## Document Capture Assistant Enhancement

- Extend the implementation of Document Capture Assistance (DCA) in C7.6, C11.1, and C11.7 to support field-level validations including data type, data length (number of characters or digits), Yes/No values, and static lists of values (select one value from a list).

*Table 8: Document Capture Assistant Enhancement*

| Phase | Tasks | Workshops/Work Effort |
|---|---|---|
| Elaboration Phase | Finalizing supported validations | One (1) Elaboration Workshop |
| TDD Phase | Design, Test Cases, Development, Demo | Twenty (20) days |

## Release 18.C Transition and Production

- Transition Phase - This phase shall provide activities for readiness of the external release for production rollout. Oracle will perform system integration testing, support UAT and migrate the components built in Phase II (11.7, 11.2, 6.1, 6.4, 6.7) and public facing functionality of component 5 built in Phase I to production, along with cut-over planning, and production migration. Components 5 and 6.1 will have functionality that is open to the public domain.
- Production Phase – this phase shall provide release closure and one (1) calendar month post production support activities immediately following transition to a production environment for external release.

The transition and production activities are subject to the following:

*Table 9: Release 18C Transition and Production Activities*

| Test Type | # of Test Sprints | Sprint Duration |
|---|---|---|
| System Integration Testing (incl. remediation) | 1 | 3 weeks |
| Performance Testing (incl. remediation) | 3 | 2 weeks |
| User Acceptance Testing (incl. remediation) | 2 | 1st Sprint – 2 weeks; 2nd Sprint – 1 week |

## Deliverables

The following deliverables will be produced for Release 18.C:

Table 10: Release 18.C Deliverables

| Deliverable # | Deliverable Name | Deliverable Description | Estimated Month |
|---|---|---|---|
| 10 | DS TDD Summary Report | Summary of TDD deliverables for Digital Signature Integration | Month 4 |
| 11 | 18.C Transition Phase Summary Report | Summary of output from testing activities, test results and defect remediation summary | Month 4 |
| 12 | 18.C Production Phase Summary Report | Summary of output from production deployment and support activities | Month 4 |

# C. Release 19.A Scope and Deliverables

## Develop Phase III GCM (18.7.8, 19.7.8)

The LACA staff executes its business process as a series of tasks and activities related to an assessment business event. For example, the business event could be New Construction, Property Statements, Transfers, Public Service and other events that impact assessment.

The GCM component is responsible for:
- The initiation of work arising from a business event.
- The review and approval of the work, where necessary.
- The creation of any tracking information for the purposes of monitoring work progress and resolution.

The process will consist of one global workflow to serve as the foundation for the work processes. The global workflow will provide a uniform, measurable method of working throughout the designated business lines and functions.

Oracle will build GCM functionality using WCP, ADF, BPM, SOA, OPA, WCC, and OEC. GCM functionality comprises:
- Creation of a generic GCM framework with data model, services, process, rules and user interfaces to support Work Unit Management, Records Maintenance, Eligibility Determination, Appraisal and Assessment work phases.
  - Work Unit Management will contain the following functionality:
    o Ability to create and manage a work unit through to completion for a specific business event. Work units can be created based on the following business event triggers:
      ▪ Document Based.
      ▪ Electronic Form Based.
      ▪ Electronic Data Based.
      ▪ System Interface Based.
    o For Document Based initiation, ability to scan, index and validate documents prior to initiating GCM (15.7.8).
    o Ability to attach documents from WCC to work unit.
    o Ability to group work units.
    o Assign work unit to next work phase.
    o Ability to refer task to an assignment pool by role (e.g., Records Maintenance Performer assignment pool, Appraisal assignment pool, etc.).
  - Records Maintenance in GCM will contain the following functionality:
    o Add work unit to Records Maintenance assignment pool if the work unit requires Records Maintenance.

- o  Assign work unit to task owner, as defined by LACA.
- o  Provide user interface for task owner to perform the Records Maintenance task. In GCM this will be a generic interface to record what work was performed by the task owner. Each business event may implement the Records Maintenance functionality needed for that event, in addition to the generic interface. Besides one or more interfaces for records maintenance, functionality for a specific business event may involve scanning documents and attaching them to work unit, data clean-up activities or generating turn around documents.
- o  Move the request to Quality Control approvals or the next work phase as applicable.
- o  Have the ability to initiate request for information and suspend the work unit until that information is available.
- o  Update AMP, Projected Rolls, Market Indices and Sales Repository as applicable.
- Eligibility Determination in GCM will contain the following functionality:
  - o  Add work unit to Eligibility Determination assignment pool if the work unit requires eligibility determination.
  - o  Assign work unit to task owner.
  - o  Provide user interface for task owner to perform eligibility determination. In GCM this will be a generic interface for eligibility determination. Each Business Event may implement the eligibility determination functionality needed for the event, in addition to the generic interface. Depending on the business event, there may be some records maintenance activities prior to performing eligibility determination.
  - o  Move the work unit to Quality Control approvals or next work phase as applicable.
  - o  Update AMP, Projected Rolls, Market Indices and Sales Repository as applicable.
- Appraisal in GCM will contain the following functionality:
  - o  Add work unit to Appraisal assignment pool if the work unit requires appraisal.
  - o  Assign work unit to task owner.
  - o  Provide user interface for task owner to perform appraisal. In GCM this will be a generic interface to record activities completed and the indication of appraisal function being complete. Each business event may implement the appraisal functionality needed for the event in addition to the generic interface. Depending on the business event, there may be some records maintenance activities prior to performing appraisal.
  - o  Move the work unit to Quality Control approvals or next work phase as applicable.
  - o  Update AMP, Projected Rolls, Market Indices and Sales Repository as applicable.
- Assessment in GCM will contain the following functionality:
  - o  Add work unit to Assessment Assignment Pool if the work unit requires Assessment.
  - o  Assign work unit to task owner.
  - o  Provide user interface for task owner to perform Assessment. In GCM this will be a generic interface to record activities completed and the indication of assessment function being complete. Each business event may implement the Assessment functionality needed for the event in addition to the generic interface. Depending on the business event, there may be some records maintenance activities prior to performing assessment. Depending on the business event, the assessment activity may also involve reviewing/updating base year values and assessment impact.
  - o  Move the work unit to Quality Control approvals
  - o  Once Assessment Quality Control is complete, complete Quality Control approvals on work unit.
  - o  Escalate work unit if required.
  - o  Complete work unit and update AMP.

## <u>Provide Performance Management Dashboard ("PMD") and Reporting Functionality (21.7.8)</u>

PMD and Reporting Functionality includes all the management dashboards and reports used to measure/audit the work across different departments. Oracle will build PMD and Reporting Functionality using Oracle BI Publisher. In Phase III, this functionality will:

- Create a reporting schema with up to twelve (12) reporting tables in AMP to support Workflow and Task Management Master reports.
- Create ODI programs to populate data and metadata for up to twelve (12) Workflow and Task Management Master reporting tables.
- Have the ability to view workflow and Task Management Master data in up to eight (8) ways:
  - Time.
  - Organizational Structure
  - Property Type.
  - Work Unit Type.
  - Task.
  - Assignee.
  - Other View 1.
  - Other View 2.

- Create five (5) reports:
  - Work Unit/Task History Reports.
  - Work Unit Production Rate Comparison Reports.
  - Production Calendar Report.
  - Production Calendar Estimator Report.
  - Production Time Limit Report.

The custom functionality (GCM and GCM PMDs/Reports) described above will be delivered as the follows:

*Table 11: GCM and GCM PMDs / Reports Activities*

| Phase | Tasks | Workshops/System Use Cases |
|-------|-------|----------------------------|
| Elaboration Phase | Creating and grooming user stories, acceptance criteria. Sprint planning for GCM | 20 Elaboration Workshops |
| Elaboration Phase | Creating and grooming user stories, acceptance criteria. Sprint planning for Management Dashboards/Reports | 8 Elaboration Workshops |
| TDD Phase | Design, test cases, development, demo of GCM | System use cases: 22 Very Easy, 50 Easy, 36 Moderate, 8 Complex and 4 Very Complex |
| TDD Phase | Design, test cases, development, demo of PMDs/Reports | System use cases: 1 Very Easy, 24 Easy, 3 Moderate, and 2 Complex |

The following deliverables will be produced for the above:

*Table 12: GCM and GCM PMDs / Reports Deliverables*

| Deliverable # | Deliverable Name | Deliverable Description | Estimated Month |
|---|---|---|---|
| 13 | GCM Elaboration Summary | Summary of Elaboration Deliverables for GCM | Month 4 |
| 14 | GCM TDD Summary | Summary of TDD Deliverables for GCM | Month 7 |
| 15 | PMD Elaboration Summary | Summary of Elaboration Deliverables for GCM PMDs/Reporting | Month 5 |
| 16 | PMD TDD Summary | Summary of TDD Deliverables for GCM PMDs/Reporting | Month 7 |

## <u>Create Property Statements ("PS") Functionality (12.13.1, 15.13.1, 18.13.1, 19.13.1, 22.13.1)</u>

Some business property owners are required to file annually a LACA provided pre-printed form 571-L personal property disclosure statement ("form 571-L"). The LACA pre-prints the statements with barcode and scans them as part of the annual assessment process. Currently, much of this process is managed though the LACA Documentum and Captiva system, the AS400 database and EZ-Access EasyCAM Work-in-Progress ("WIP") System. LACA considers these systems to be technologically obsolete. In this phase, Oracle will migrate this process from Documentum to Oracle WebCenter components.

Additionally, Oracle will implement this process using the GCM framework. The AS400 database and WIP System will be replaced in a subsequent phase.

Oracle will build PS functionality using WCP, ADF, BPM, SOA, OPA, WCC, OEC and Oracle Forms Recognition ("OFR"). Property Statements functionality will perform the following:
- Leverage GCM framework to create a Property Statements Workflow.
- Work Unit Management for Property Statements will leverage Work Unit Management from GCM and provide the following functionality:
    - Identify properties that are eligible for LACA form 571-L by interfacing to AS400 system via Data Exchange (SQL server database) and initiate the Property Statements Work Unit.
    - Interface with bar code scanner to capture receipt of form 571-L documents returned by property owners. Update receipt in AMP and in AS400 system using Data Exchange.
    - Record completion of Manual Screening activity.
    - Scan screened form 571-L documents, do character recognition, and store in Document Repository which is WebCenter Content.
    - Provide user interface for LACA staff to do validation and update of extracted data.
    - For documents marked for Exceptions Review, initiate one (1) of seven (7) exception processes in WIP by sending required event to Your AS400 WIP system via Data Exchange. If not, initiate by-pass process.
    - Update data on AS400 and WIP systems on completion of by-pass process
    - Provide Interface to record WIP activity completion by Staff and Assessment Results back into AMP.
- Records Maintenance for Property Statements will contain the following functionality:
    - Create a form 571-L template and provide ability to print document for mailing purposes. Provide ability to create the LACA Non B documents and store in Document Repository.
    - Send reminder(s) to Business Property Owners if they fail to return the completed form.
    - Send No Reply statement to Business Property Owners when reply deadline has passed.

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The custom functionality (Property Statements) described above will be delivered using the following phases:

*Table 13: Property Statement Activities*

| Phase | Tasks | Workshops/System Use Cases |
|---|---|---|
| Elaboration Phase | Creating and grooming user stories, acceptance criteria. Sprint planning for Property Statements | 8 Elaboration Workshops |
| TDD Phase | Design, test cases, development, demo | System use cases: 7 Very Easy, 13 Easy, 6 Moderate, 1 Complex. |

The following deliverables will be produced for the above:

*Table 14: Property Statement Deliverables*

| Deliverable # | Deliverable Name | Deliverable Description | Estimated Month |
|---|---|---|---|
| 17 | PS Elaboration Summary | Summary of Elaboration Deliverables for Property Statements | Month 5 |
| 18 | PS TDD Summary | Summary of TDD Deliverables for Property Statements | Month 7 |

## Conduct Technology Migrations (Component D)

Technology migrations will be comprised of the following activities:
- Define and configure required taxonomy, metadata and security model for storage of remaining Documentum documents (Property Statements, Parcel Jackets and others) in WCC.
- Migrate all documents from Documentum to WCC.
- Configure WebCenter Capture and WebCenter Forms Recognition for scan, index and OCR of form 571-L documents. Migrate up to three (3) profiles/configuration from Captiva.

The migration functionality described above will be delivered using the following phases:

*Table 15: Technology Migrations Activities*

| Phase | Tasks | Workshops/Work Effort |
|---|---|---|
| Elaboration Phase | Creating and grooming user stories and acceptance criteria. Sprint planning for Migration | 8 Elaboration Workshops |
| TDD Phase | Design, test cases, configuration, migration, demo | Up to one hundred eighty (180) Person Days. |

The following deliverables will be produced for the above:

*Table 16: Technology Migrations Deliverables*

| Deliverable # | Deliverable Name | Deliverable Description | Estimated Month |
|---|---|---|---|
| 19 | WCC Elaboration Summary | Summary of Elaboration Deliverables for Migration | Month 5 |
| 20 | WCC Migration Summary | Summary of Delivered Migrations | Month 7 |

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## Build System Interfaces ("SI")

The following system interfaces will be built using Oracle GoldenGate ("OGG") to bring the following data from systems external to AMP:

- Up to one hundred (100) tables from up to two (2) DB2 Sources without transformation.
- Install Oracle Veridata Server ("Veridata") on one (1) server.
- Configure Veridata.
- Configure and deploy one (1) source and one (1) target Veridata Agent.
- Perform Veridata data comparison testing in collaboration with You.
- Perform Veridata tuning and troubleshooting.

The System Interfaces functionality described above will be delivered using the following phases:

*Table 17:  Systems Interfaces Activities*

| Phase | Tasks | Workshops/Work Effort |
|-------|-------|----------------------|
| Elaboration Phase | Creating and grooming user stories and acceptance criteria. Sprint planning for System Interfaces | One (1) Elaboration Workshop |
| TDD Phase | Design, test cases, development, demo | Up to forty (40) Days. |

The following deliverables will be produced for the above:

*Table 18:  Systems Interfaces Deliverables*

| Deliverable # | Deliverable Name | Deliverable Description | Estimated Month |
|--------------|------------------|------------------------|-----------------|
| 21 | SI Elaboration Summary | Summary of Elaboration Deliverables for System Interfaces | Month 6 |
| 22 | SI TDD Summary | Summary of Delivered Interfaces | Month 8 |

## Conduct Release 19.A Transition and Production

- Transition Phase - This phase shall provide activities for readiness of the external release for production rollout (including system integration testing, UAT, performance testing, cut-over planning,  and production migration).
- Production Phase – This phase shall provide release closure and one (1) calendar month of post-production support activities immediately following transition to production for external release.

The Transition Activities include:

Table 19: Transition Phase Activities

| Test Type | # of Test Sprints | Sprint Duration |
|-----------|-------------------|-----------------|
| System Integration Testing (and remediation) | 1 | 3 weeks |
| Performance Testing (and remediation) | 3 | 2 weeks |
| UAT (and remediation) | 2 | 1st Sprint - 2 weeks; 2nd Sprint – 1 week |

The following deliverables will be produced for the above:

Table 20: Transition Phase Deliverables

| Deliverable # | Deliverable Name | Deliverable Description | Estimated Month |
|---------------|------------------|------------------------|-----------------|
| 23 | 19.A Transition Phase Summary Report | Summary of output from testing activities for Release 19.A | Month 8 |
| 24 | 19.A Production Phase Summary Report | Summary of output from production support activities for Release 19.A | Month 9 |

# D. Release 19.C Scope and Deliverables

## <u>Provide New Construction ("NC") Functionality (15.1, 15.2, 15.5, 15.8)</u>

When a property undergoes property construction, the LACA is required to enroll any assessable property construction as defined by the Revenue and Tax ("R&T") code upon completion or as of the lien date, if incomplete. The LACA discovers potentially assessable property construction primarily, by reviewing construction permits received from permit-issuing agencies within LAC.

For Phase III, the New Construction functionality will be provided as follows:

- Build New Construction functionality using WCP, ADF, BPM, SOA, OPA, WCC, OEC and OFR.
- New Construction functionality will Leverage GCM framework to create a New Construction Workflow. New Construction workflow will contain:
  - Work unit management for New Construction. This will leverage Work unit management from GCM and provide the following functionality:
    - o Initiate New Construction Workflow based on permits received via documents or system interface, or through staff initiated from AMP Portal, or through Property Data Change Request filed by property owner. The majority of new construction instances are triggered by permits received from various permit jurisdictions. Multiple permits for same property may be merged to a single work unit.
    - o Ability to put a hold (stop) and restart the workflow based on certain business events or outcome.
    - o Ability to perform steps in parallel and continue once the parallel steps are complete.
    - o Ability to sort permits by permit value and type (stratification).
    - o Ability to prioritize permits for allocating to field check by age of permit and some level of stratification.
    - o Ability to assign permits for field check process grouping them based on geo location for more efficient field runs.
  - Records Maintenance for New Construction. This will contain the following functionality:
    - o Ability to scan hard copy permits.
    - o User interface for Permit Unit Clerk to maintain permit data.

- o Ability to generate, print and mail a bar coded New Construction Statement to the property owner.
- o User interface for Building Diagram Maintenance Clerk to maintain building diagrams.
- o Ability to store building diagrams in Document Repository (WebCenter Content).
- o User interface for Appraiser to update building diagram and property characteristics.
- o Ability to move the work unit to Quality Control approvals or next work phase as applicable.
- Eligibility Determination for New Construction. This will contain the following functionality:
  - o User interface for Permit Unit Clerk to perform eligibility determination by keyword search on predefined key words.
  - o User interface to manage key words.
  - o User interface for Principal or Supervising Appraiser to perform eligibility determination.
  - o User interface for Appraiser to perform final eligibility determination.
- Appraisal for New Construction. This will contain the following functionality:
  - o User interface for Appraiser to provide appraisal information.
  - o Ability to add notes and documents.
  - o Ability to specify certain appraisal activities.
  - o User interface for Appraiser to input cost worksheet with the ability to look up cost and depreciation tables, add notes, documents and specify appraisal activities. This supports the requirements of other counties.
- Assessment for New Construction. This will contain the following functionality:
  - o Ability to perform activities on and assessment UI (C8).
  - o Ability to determine base year values (C3).
  - o Ability to determine assessment impacts (C8).
  - o Ability to add notes.
  - o Ability to add documents.
  - o Ability to specify other assessment activities.

The New Construction functionality described above will be delivered using the following phases:

Table 21: New Construction Activities

| Phase | Tasks | Workshops/System Use Cases |
|---|---|---|
| Elaboration Phase | Creating and grooming user stories and acceptance criteria; Sprint planning | Eight (8) Elaboration Workshops |
| TDD Phase | Design, test cases, development, demo | System use cases: 13 Very Easy, 17 Easy, 8 Moderate, 2 Complex |

The following deliverables will be produced for New Construction:

Table 22: New Construction Deliverables

| Deliverable # | Deliverable Name | Deliverable Description | Estimated Month |
|---|---|---|---|
| 25 | NC Elaboration Summary | Summary of Elaboration Deliverables for New Construction | Month 10 |
| 26 | NC TDD Summary | Summary of TDD Deliverables for New Construction | Month 13 |

## Provide Market Approach ("MA") Functionality (10.1, 10.2)

The purpose of this component is to remove current dependency on the legacy Multiple Regression Analysis Computer-Aided Mass Appraisal ("MRA CAMA") system, known as ADS/13.

Phase III will develop the foundational work for a new system to perform market value appraisals. It will provide for a database of sales information, along with the ability to validate the sale prices of subject properties and comparable sales, maintain information from the LACA portal, and reconcile valuation approaches.

The Market Approach Component consists of the following modules to be delivered by Oracle:
- Module 10.1: Sales Repository & Maintenance (with ODI).
- Module 10.2: Sales Monitor.

Oracle will:
- Implement this functionality integrated with and leveraging GCM.
- Review and / or update the existing requirements as necessary.
- Complete the design of Component 10.

The Market Approach functionality will be delivered using the following phases:

*Table 23: Market Approach Activities*

| Phase | Tasks | Workshops/ s |
|-------|-------|--------------|
| Elaboration Phase | Creating and grooming user stories and acceptance criteria; Sprint planning | Two (2) Elaboration Workshops |
| TDD Phase | Design, test cases, development, demo | System use cases: 9 Easy, 11 Moderate, 3 Complex |

The following deliverables will be produced for the Market Approach:

*Table 24: Market Approach Deliverables*

| Deliverable # | Deliverable Name | Deliverable Description | Estimated Month |
|---------------|------------------|------------------------|-----------------|
| 27 | MA Elaboration Summary | Summary of Elaboration Deliverables for Market Approach | Month 11 |
| 28 | MA TDD Summary | Summary of TDD Deliverables for Market Approach | Month 12 |

## Provide Roll Support ("RS") Functionality (C3, C8)

Roll Support in Phase III will refactor, extend and roll out Base Year Value Management and Trend Calculator (C3) and Proposition 13 Assessment (C8) functionality.
- Base Year Value Management and Trend Calculator.
  - Proposition 13 requires determination of a base year value for land and improvements, and the trending of those values. Base Year Value Management exists to create and maintain (update, correct) base year values. The Trend Calculator enables automated calculation of the base year values, both actual and projected.
  - Because there is no legacy LAC system that holds base year value information explicitly, the data that is brought into AMP as base year values need to be edited to correct or update the records. Large numbers of these tasks may need to be assigned to, or

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apportioned between different departments or roles at various times, to take advantage of workload variations, to clean these base year values.

- Oracle will refactor the Base Year Value Management process functionality to leverage and integrate with GCM. Oracle will use WCP, ADF, BPM, SOA, and OPA in its refactoring of C3. No new business functionality will be added to Base Year Value Management and the Trend Calculator. This C3 refactoring will leverage GCM mass assignment / reassignment capabilities.

- Proposition 13 Assessment (C8)
  - This component provides the functionality to process secured assessments, with the exception of special properties currently assessed on the Cross-Reference Roll. The annual roll is processed in conjunction with Proposition 13 guidelines, allocating values between land and improvements, and annual Consumer Price Index ("CPI") trending. Changes of ownership and new construction events result in the enrollment of new base values, and some roll corrections can affect both base and current values which may impact assessment. This will also include the ability to simulate any impacts one assessment may have on a subsequent assessment.
  - C8 consists of
    - o Regular and Supplemental Assessment, Impact Simulator, and Value Bases.
    - o Escaped Assessment, Roll Corrections, and Assessment Changes.

Oracle will:

- Review and update the existing requirements, design and code to accommodate the following:
  - Ability to update Base Value Management ("BVM") for corrections to base year value for prospectively relieved events (those events that result in a correction to the base year value but which cannot be enrolled before some subsequent annual roll year).
  - Ability to handle multiple parcels.
  - Ability to handle supplemental events for one Assessment Assessor's Identification Number ("AIN").
  - Ability to handle supplemental events for multiple parcels.

- Complete the Design of Component 8, taking into account GCM.

- Implement this functionality integrated with and leveraging GCM.

- Refactor existing Oracle Process Automation Rules for C8 as needed to accommodate design and logic changes in Phase III.

The Roll Support functionality will be delivered using the following phases:

### Table 25: Roll Support Activities

| Phase | Tasks | Workshops/System Use Cases |
|---|---|---|
| Elaboration Phase | Creating and grooming user stories and acceptance criteria; Sprint planning | Ten (10) Elaboration Workshops |
| TDD Phase | Design, test cases, development, demo | System use cases: 10 Very Easy, 9 Easy, 9 Moderate, 24 Complex |

The following deliverables will be produced for the above:

*Table 26: Roll Support Deliverables*

| Deliverable # | Deliverable Name | Deliverable Description | Estimated Month |
|---|---|---|---|
| 29 | RS Elaboration Summary | Summary of Elaboration Deliverables for Roll Support | Month 12 |
| 30 | RS TDD Summary | Summary of TDD Deliverables for Roll Support | Month 13 |

## Provide functionality to take 11.7 Public ("PS")

- Oracle will perform DS for the Online Claim form in AMP with digital signature software Signix for C 11.7.
- Provide status check page to look up claim status.

The PS functionality will be delivered using the following phases:

*Table 27: 11.7 Public*

| Phase | Tasks | Workshops/System Use Cases |
|---|---|---|
| Elaboration Phase | Creating and grooming user stories and acceptance criteria; Sprint planning | One (1) Elaboration Workshop |
| TDD Phase | Design, test cases, development, demo | System use cases: 1 Moderate, 1 Easy |

The following deliverables will be produced for the above:

*Table 28: Roll Support Deliverables*

| Deliverable # | Deliverable Name | Deliverable Description | Estimated Month |
|---|---|---|---|
| 31 | PS Elaboration Summary | Summary of Elaboration Deliverables for taking 11.7 Public | Month 12 |
| 32 | PS TDD Summary | Summary of TDD Deliverables for taking 11.7 Public | Month 13 |

## Provide Miscellaneous Enhancements ("ME")

The following miscellaneous enhancements will be included in Release 19.C:

- Enhance the AMP portal to show data refresh dates based on the environment.
- WCC: Refactor the Document Capture Assistant delivered in Phase II by Oracle (c7.6, 11.1, & 11.7) to separate information data attributes from application data attributes in WebCenter Content. This work will include creating a single database table in the AMP Data Repository to hold application data attributes and a migration of existing data attributes into the new table.
- Notification Framework: Define and build a notification framework for property owners. This will include functionality on LACA website and/or AMP portal for property owners to log in and check the status of pending forms and requests (PDCR, Address Change, Public Service, Propositions).

The Miscellaneous Enhancements will be delivered using the following phases:

*Table 29: Technical Extensions Table*

| Phase | Tasks | Workshops/System Use Cases |
|-------|-------|----------------------------|
| Elaboration Phase | Creating and grooming user stories and acceptance criteria; Sprint planning | Four (4) Elaboration Workshops |
| TDD Phase | Design, Test Cases, Development, Demo | System use cases: 5 Easy, 1 Moderate |

The following deliverables will be produced for the above:

*Table 30: Miscellaneous Enhancements Deliverables*

| Deliverable # | Deliverable Name | Deliverable Description | Estimated Month |
|---------------|------------------|------------------------|-----------------|
| 33 | ME Elaboration Summary | Summary of Elaboration deliverables for Technical Extensions | Month 13 |
| 34 | ME TDD Summary | Summary of TDD Deliverables for Technical Extension | Month 14 |

## Provide Security Extensions ("SE") (Component C)

*Table 31: Security Extensions*

| # | Scope Item/Feature |
|---|--------------------|
| *Identity & Access Management, Directory Services* | |
| 1.1 | Upgrade the Identity and Access Management security stack to Oracle Identity Management 12c.<br>• OAM11g and OIM11g will each be upgraded to 12c versions.<br>• OVD11g and OID11g will be migrated to OUD 12c.<br><br>Scope:<br>• Existing security environments to be upgraded/migrated to IDM 12c:<br>  - ADEV.<br>  - ATE1 (shared with ATE2).<br>  - ISD-STAGE.<br>  - PROD.<br>• New security environments to be deployed with IDM12c:<br>  - ADEV2.<br>  - ATE3 (shared with ATE4).<br>  - PSTST (to be shared with PSDEV, TRN).<br>  - PSUPE.<br>  - STAGE2.<br>• Oracle will provide support to ISD for upgrade/migration of security stack in ISD-TST, ISD-UPE to IDM12c. This support is limited to ten (10) Person Days.<br>• Oracle and You will establish the requirements for additional ADEV and ATE security environments and evaluate opportunities for consolidation of security environments during delivery of Services. |
| 1.2 | Upgrade WebGates from Open mode to Simple mode.<br><br>Scope: All security environments as listed in row 1.1 above. |

| # | Scope Item/Feature |
|---|---|
| 1.3 | Implement approval workflows for Enterprise Role and Admin Role requests/assignments. <br><br> Scope: Oracle will implement up to three (3) approval workflows where each workflow has up to two (2) levels of approval. If custom Java coding is required for these composites then the effort for the Java coding will be billed to O&M or T&M, as agreed upon in writing by the Oracle and LACA. |
| 1.4 | Implement role assignment certification processes and procedures. <br><br> Constraints: <br> • Usage of Out of the Box ("OOTB") Certification composite only. <br> • Limited to one (1) certification process definition. Post-deployment updates to this process will be handled under O&M/T&M, as agreed upon by the Oracle and LACA. <br> • Single-phase certification (no multi-phase certification is required). <br> • Any customization - such as customization to certification UI, composite, dashboard or report - will be billed to O&M/T&M as agreed upon in writing by the Oracle and LACA. |
| 1.5 | Upgrade SSL certificates which are expiring within a few months (certs signed by LAASSESSOR CA). <br> Scope: All SSL certificates used in AMP which are expiring in calendar year 2018 and which have been signed by the LA Assessor Certificate Authority. |
| 1.6 | Implement up to one hundred (100) additional enterprise roles (end-user and admin roles). |
| 1.7 | Develop a standard model and framework for definition, usage and mapping of AMP Enterprise Roles (LDAP) and AMP Application Roles (defined inside the FMW apps - WCP, SOA/BPM, WCC, etc.). |
| 1.8 | Federate AMP security with applications from other LAC departments where AMP security is the Identity Provider. <br><br> Constraints: <br> • Limited to a maximum of three (3) web applications to be federated with AMP SSO. <br> • Applications must support SAML 2.0 protocols/tokens for authentication. <br> • Authorization will be handled by the application itself. |
| 1.9 | Support LACA staff to fix AMP CSR - Custom Self Registration. <br><br> Constraint: Limited to ten (10) Person Days maximum. |
| 1.10 | Configure and expand "LUAO" for Linux user account management for all Linux servers within the new cloud-based AMP environments. (LUAO is an OIM instance in OPC which is used to manage Linux user accounts for AMP administrators, developers and testers.) <br> Scope: All AMP environments hosted in Oracle Cloud environments. |
| *Application Security* | |
| 2.1 | Migrate from SAML 1.1 to SAML 2.0 for OWSM/Web service security. <br> Scope: All AMP web Services for which OWSM policies are configured. |
| 2.2 | Configure AMP web service endpoints to accept requests from authorized clients only. <br> Scope: All AMP web Services for which OWSM policies are configured. |
| 2.3 | Implement PII "Option 4+" for securing sensitive/PII data in AMP. |
| 2.4 | Include WCC documents into the PII security model. |
| *Mobile Security* | |

| # | Scope Item/Feature |
|---|---|
| 3.1 | Refactor Mobility MDM & MAM into the new standard of Microsoft EMM.<br><br>Constraints and Assumptions:<br>• We will use the approach as described in the AMP Phase I Technical Architecture document (D7) in section 6.4.5.4.4 Mobile Security Future State Architecture with third Party EMM. This will completely eliminate OMSS as desired since it has been obsoleted by Oracle.<br>• Microsoft EMM provides a security token which is compatible with Oracle OSB such as SAML2.0 bearer tokens or SPENGO-over-HTTP.<br>• Regression testing of the custom AMP mobile application is required. This includes testing of (a) the application functionality by Oracle, and (b) the MDM/MAM functions provided by Microsoft EMM by the LACA staff.<br>• OMSS will be decommissioned.<br>• No refactoring of the custom AMP mobile application will be required; no mobile application development resources will be included in Phase III for this application. |

**Database Security**

| # | Scope Item/Feature |
|---|---|
| 4.1 | Implement AMP standard database security (Transfer Data Encryption (TDE), DNE/DI, Oracle Key Vault (OKV), Audit Vault Database Firewall (AVDF) for new Phase III database instances (ADR, FMW, IDM, WCC).<br><br>Scope:<br>• New Oracle Cloud-based databases in the following environments: ATE3, ATE4, PTST, TRN, UPE, STG2.<br><br>Constraints:<br>• Existing OKV and AVDF instances will be used for all existing and new Phase III databases - both on-premise and Oracle Cloud -based databases.<br>• Usage of the Database Firewall server component of AVDF for monitoring of database instances in the Oracle Cloud environments will not be implemented. This is due to the following technical limitations:<br>  - The Database Firewall server component receives traffic via a network spanning port or tap device; currently Oracle Cloud does not support network spanning ports nor tap devices.<br>  - If a technical workaround to this limitation is discovered then usage of such a workaround can be considered under O&M/T&M, as agreed upon by the Oracle and LACA Project Offices |
| 4.2 | Perform an assessment of the viability and identify the pros and cons of deploying instances of OKV and AVDF directly inside the Oracle Cloud. |
| 4.3 | Implement Oracle Database Vault ("DBV"):<br><br>Analysis:<br>• Capture and document high level DBV requirements to identify protection realms and factors.<br>• Capture and document DBV use cases.<br>• Discuss any DBV environment rules or procedures, specific to the environment.<br>• Design DBV architecture based on above requirements.<br>• Review the current database access to determine high level user roles and separation of duty.<br>• Design DBV protection realms and factors.<br>• Review the DBV environment software pre-requisites and standard software installation specifications.<br>• Finalize the DBV Installation Document.<br><br>Implementation:<br>• Install the two non-production DBV (STG, STG2).<br>• Implement DBV protection realms and factors for the non-production databases.<br>• Install the production DBV (PROD).<br>• Implement DBV protection realms and factors for the production database.<br>• Provide up to two (2) Person Days over two (2) consecutive business days to assist You with conducting a test of DBV.<br>• Conduct a workshop for up to two (2) hours (The goal of the workshop is to review Your application environment and record observations that impact DBV and answer Your questions). |

| # | Scope Item/Feature |
|---|---|
| 4.4 | Expand use of Data Masking for Personally Identifiable Information (PII) data.<br><br>Constraints: Limited to Social Security Number (SSN) data in ADR and WCC non-production database instances. |
| 4.5 | Upgrade to most recent bundle patches for Oracle Key Vault (OKV) and Audit Vault and Database Firewall (AVDF).<br><br>Scope: All OKV and AVDF instances<br><br>Constraint: The patching will be aligned to decision made on Quarterly patches, as agreed upon in writing by the Oracle and LACA. |
| 4.6 | Work toward resolution of issues related to open Support Requests "SR"s for the database security products.<br><br>Constraints: This is limited to bug fixes as provided by Oracle Support and may not include issues which are awaiting product enhancements. |
| 4.7 | Work toward resolution of issues with Unified Audit Trail performance. Current options:<br>• Patches for Oracle database 12.1.0.2.<br>• Upgrade to Oracle database 12.2 or later. |
| 4.8 | AVDF - Audit Policies:<br>• Review and update database auditing requirements.<br>• Review existing audit policies against updated requirements.<br>• Update existing audit policies, create new Oracle database audit policies to meet requirements.<br>• Configuring alerts in AVDF per requirements.<br><br>Scope: AMP databases - ADR, FMW, WCC, IDM. (The last 3 are the "product" databases.)<br><br>Constraints:<br>• Only Unified Audit Policies will be used as recommended by Oracle database product documents.<br>• Limited to four (4) new UA Policies per product database and four (4 ) new or updated policies for the ADR database.<br>• Limited to twenty (20) configured alerts in AV Server. |
| 4.9 | Re-factor Unified Audit (UA) Trail purge job, including the job to set last archived timestamp, so that UA trail records will not be purged if they have not yet been harvested by Audit Vault ("AV") Agent/Server. |
| 4.10 | Implement OEM plugin for all AVDF servers.<br>• Deploy OEM agent to AVDF servers.<br>• Ensure audit trail collection is being monitored on all secured targets; configure an alert in OEM as required. |
| 4.11 | Implement OEM agent for all OKV servers. |
| 4.12 | Migrate DB Firewall appliance from a physical server to a VM. |
| 4.13 | Implement DBFW for ADR database in the ISD environments: Test, Train, UPE |
| 4.14 | Implement TDE, OKV, DNE/DI, AV Server and DBFW security for:<br>• FMW12c database in the ISD environments: Test, Train, UPE.<br>• IDM database in Test and UPE. |
| 4.15 | Migrate OKV Production Standby server from DC1 to Santa Ana DR site per original architecture. |
| 4.16 | Convert existing AES-192 Encrypted Tablespaces to AES-128 Encryption after database upgrades. |

The following deliverables will be produced for the above:

*Table 32: Security Extensions ("SE") Deliverables*

| Deliverable # | Deliverable Name | Deliverable Description | Estimated Month |
|---|---|---|---|
| 35 | SE Extension Summary | Monthly Report of Security Extension Activities and Accomplishments | Month 2 to15 |

## <u>Conduct Release 19.C Transition and Production</u>

- Transition Phase - This phase shall provide activities for readiness of the external release for production rollout (including system integration testing, UAT, performance testing, cut-over planning, and production migration).
- Production Phase – This phase shall provide release closure and one (1) calendar month Post production support activities for External Release.

The Transition Activities are subject to the following:

*Table 33: Release 19C Transition Activities*

| Test Type | # of Test Sprints | Sprint Duration |
|---|---|---|
| System Integration Testing (and remediation) | 1 | Three (3) weeks |
| Performance Testing (and remediation) | 3 | Two (2) weeks |
| UATs (and remediation) | 2 | 1st Sprint - 2 weeks; 2nd Sprint – 1 week |

The following deliverables will be produced for the above:

*Table 34: Release 19C Transition Deliverables*

| Deliverable # | Deliverable Name | Deliverable Description | Estimated Month |
|---|---|---|---|
| 36 | 19.C Transition Phase Summary Report | Summary of Testing Activities Output for Release 19.C | Month 15 |
| 37 | 19.C Production Phase Summary Report | Summary of Production Support Activities for Release 19.C | Month 16 |
| 38 | Project Closeout Report | Report of Project Closeout Activities | Month 17 |

# E. Minor Releases

## <u>Provide Minor Releases</u>

Minor releases include LACA team implementing some defect fixes for the prior major release. Oracle will provide release management, testing and defect fixing/remediation assistance. The Release management and testing effort is included in the fixed price scope, but the defect fixing/remediation effort for LACA team implementation will be addressed in a time and materials (T&M) order. Phase III includes two (2) minor releases as defined in Section 1.D Release Schedule of this document: minor release 18.d and minor release 19.b.

The testing activities and defect fixing/remediation assistance for each minor release is subject to the following:

*Table 35: Minor Release Activities*

| Activity Type | # of Test Sprints | Test Sprint Duration |
|---|---|---|
| System Integration Testing (incl. remediation and a basic level of performance testing, if required | 1 | Two (2) weeks |

The following deliverables will be produced for the above:

*Table 36: Minor Release Deliverables*

| Deliverable # | Deliverable Name | Deliverable Description | Estimated Month |
|---|---|---|---|
| 39 | 18.d Transition Phase Summary Report | Summary of testing and production deployment activities for minor Release 18.d | Month 6 |
| 40 | 19.b Transition Phase Summary Report | Summary of testing and production deployment activities for minor Release 19.b | Month 13 |

# F. Refactoring

This section describes the provisioning of additional system use cases to support refactoring of code developed in Phase III due to the iterative and agile nature of the development process being followed. These additional use cases will be leveraged as needed for development across the different releases in scope for Phase III and can be considered a "pool" of use cases to support ongoing refactoring efforts.

*Table 37: Use Cases Available for Re-factoring*

| # of System Use Cases | Use Case Complexity |
|---|---|
| 348 | Very Easy |

# 3. Fixed Price Deliverables

Services performed by Oracle under this fixed price section shall be for the provision of the following deliverables:

*Table 38: Fixed Price Deliverables*

| Deliverable # | Deliverable Name | Deliverable Description | Month Produced |
|---|---|---|---|
| 1 | Phase III Project Inception | Tasks to establish the project including a project kickoff presentation | Month 1 |
| 2 | Initial PWP | Initial Project Work Plan | Month 2 |
| 3 | PMP | Project Management Plan | Month 3 |
| 4 | Updated Technical Architecture Document | Updated LACA Technical Architecture Document that has been created and maintained since Phase 1 | Month 3 |
| 5 | Architectural Principles Summary Document | Documentation of Architecture Principles to be followed in project execution | Month 3 |
| 6 | Monthly Architecture Status Report | Monthly report documenting Architecture team activities and accomplishments | Months 2 to 15 |
| 7 | Vision Prototypes | Summary of all conceptual prototypes created in Vision Phase | Month 3 |
| 8 | Epics and user stories | Documentation of epics and user stories from the Vision Phase in scope for Releases 19.A and 19.C | Month 3 |
| 9 | Environment Install/Migrate/ Upgrade/Extensions report | Monthly report detailing results of environment creation, migration, extensions and upgrades | Months 1 to 15 |
| 10 | DS TDD Summary Report | Summary of TDD deliverables for Digital Signature Integration | Month 4 |
| 11 | 18.C Transition Phase Summary Report | Summary of output from testing activities, Test results and defect remediation summary | Month 4 |
| 12 | 18.C Production Phase Summary Report | Summary of output from production deployment and support activities | Month 4 |
| 13 | GCM Elaboration Summary | Summary of elaboration deliverables for GCM | Month 4 |
| 14 | GCM TDD Summary | Summary of TDD deliverables for GCM | Month 7 |
| 15 | PMD Elaboration Summary | Summary of elaboration deliverables for GCM PMDs/Reporting | Month 5 |
| 16 | PMD TDD Summary | Summary of TDD deliverables for GCM PMDs/reporting | Month 7 |
| 17 | PS Elaboration Summary | Summary of elaboration deliverables for Property Statements | Month 5 |
| 18 | PS TDD Summary | Summary of TDD Deliverables for Property Statements | Month 7 |
| 19 | WCC Elaboration Summary | Summary of elaboration deliverables for migration | Month 5 |
| 20 | WCC Migration Summary | Summary of delivered migrations | Month 7 |
| 21 | SI Elaboration Summary | Summary of elaboration deliverables for system interfaces | Month 6 |
| 22 | SI TDD Summary | Summary of delivered interfaces | Month 8 |

| Deliverable # | Deliverable Name | Deliverable Description | Month Produced |
|---|---|---|---|
| 23 | 19.A Transition Phase Summary Report | Summary of output from testing activities for Release 19.A | Month 8 |
| 24 | 19.A Production Phase Summary Report | Summary of output from production support activities for Release 19.A | Month 9 |
| 25 | NC Elaboration Summary | Summary of elaboration deliverables for New Construction | Month 10 |
| 26 | NC TDD Summary | Summary of TDD deliverables for New Construction | Month 13 |
| 27 | MA Elaboration Summary | Summary of elaboration deliverables for Market Approach | Month 11 |
| 28 | MA TDD Summary | Summary of TDD deliverables for Market Approach | Month 12 |
| 29 | RS Elaboration Summary | Summary of elaboration deliverables for Roll Support | Month 12 |
| 30 | RS TDD Summary | Summary of TDD deliverables for Roll Support | Month 13 |
| 31 | PS Elaboration Summary | Summary of elaboration deliverables for taking 11.7 Public | Month 12 |
| 32 | PS TDD Summary | Summary of TDD deliverables for taking 11.7 Public | Month 13 |
| 33 | ME Elaboration Summary | Summary of elaboration deliverables for Technical Extensions | Month 13 |
| 34 | ME TDD Summary | Summary of TDD deliverables for Technical Extension | Month 14 |
| 35 | SE Extension Summary | Monthly Report of security extension activities and accomplishments | Month 2 to 16 |
| 36 | 19.C Transition Phase Summary Report | Summary of testing activities output for Release 19.C | Month 15 |
| 37 | 19.C Production Phase Summary Report | Summary of production support activities for Release 19.C | Month 16 |
| 38 | Project Closeout Report | Report of project closeout activities | Month 17 |
| 39 | 18.d Transition Phase Summary Report | Summary of testing and production deployment activities for minor release 18.d | Month 6 |
| 40 | 19.b Transition Phase Summary Report | Summary of testing and production deployment activities for minor release 19.b | Month 13 |

# 4. Assumptions and Your Obligations

## A. Your Responsibilities and Assumptions

You acknowledge that Your timely provision of, and reasonable access to office accommodations, facilities, equipment, assistance, cooperation, complete and materially accurate information and data from Your officers, agents, and employees, and suitably configured computer products (collectively, "cooperation") are essential to the performance of any Services as set forth in this Statement of Work.

Oracle will not be responsible for any deficiency in performing Services to the extent such deficiency results from Your failure to provide reasonable cooperation; provided however, that Oracle acknowledges its duty to endeavor reasonably to mitigate the effects of any such failures so as to avoid deficiencies

You acknowledge that Oracle's ability to perform the Services depends upon Your reasonable fulfillment of the following responsibilities and the following project assumptions:

### Your Responsibilities

1. General Responsibilities:
   a. Maintain the properly configured hardware / operating system platform to support the Services.
   b. Obtain licenses, under separate contract, for any necessary Oracle software and hardware programs before the commencement of Services.
   c. Maintain annual technical support for the Oracle software and hardware, under separate contract, throughout the term of the Services.
   d. Obtain cloud services under separate contract prior to the commencement of Services and maintain such cloud services for the duration of the Services provided under this SOW.
   e. Provide Oracle with full access to relevant functional, technical, and business resources with adequate skills and knowledge to support the performance of Services.
   f. Provide, for all Oracle resources performing Services at Your site, a workspace that complies with applicable state and federal standards.
   g. Provide any notices, and obtain any consents, required for Oracle to perform on-site Services.
   h. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
   i. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
   j. If, while performing Services, Oracle requires access to other vendor's products that are part of Your system, You will be responsible at Your expense for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
   k. Provide Oracle with a written notice of any desired change in the established work schedule at least 48 hours prior to the date You desire such change to be implemented.
   l. Provide Oracle with a written notice of any desired change in the established work location at least 48 hours prior to the date You desire such location change to be implemented.

m.  Provide Oracle access to data structures, documentation, applications, databases, and artifacts as required by Oracle to support the performance of Services.
n.  You are responsible for acquiring and maintaining any equipment, and performing any labor and / or activities necessary to set-up and maintain network connectivity at and to Your Oracle software environment.
o.  You will provide and maintain user accounts for, and access to, a VPN for the Oracle team members, including but not limited to, Oracle's onsite and remote resources for Oracle team member support of Your project. VPN access will be granted to Oracle resources based on mutual agreement.
p.  You will provide 24 hour remote VPN access to all environments associated with the Services, with no outage longer than 12 hours during business hours.
q.  Be responsible for any needed data cleansing activities.
r.  Provide Oracle with implementation requirements for Dynamic Forms as described in "Dynamic Forms Plan," prior to the start of service delivery. Such requirements must, at a minimum, include field validations, and field and form security level of validation on a form and specific requirements for "look and feel" of the forms.

2.  Phase III Responsibilities:
a.  Identify, schedule, and facilitate the necessary requirements gathering, analysis, design, and implementation planning sessions with Your business user representatives and project team members, all according to the Phase III schedule.
b.  Ensure that the Services will not be adversely impacted by other projects or initiatives currently underway at Your facilities. Oracle is not responsible for adverse impact to the Services arising from other concurrently scheduled projects or initiatives.
c.  Be responsible for any and all deficiencies or delays attributable to Your resources and / or Your third party resources, and any resulting impact to the estimated timeline, work effort, and associated fees for Services.
d.  Provide the necessary and appropriate data (e.g., test data, configuration data, etc.) required by Oracle to support the performance of Services.
e.  Information concerning Your on-premise hardware and network will be provided by You for inclusion in the Final Platform and Network Architecture deliverable.
f.  Perform back-up or archival reproductions of all software and data contained on the Source, and within any of Your systems or equipment that may be affected by the database migration services, prior to the commencement of the Services.
g.  Ensure that all Customer Tasks (specified in the table below) are completed prior to the corresponding Target Date or Project Milestone (as specified in the table below). You acknowledge and agree that (i) the below Customer Tasks are necessary prerequisites to Oracle's performance of the corresponding dependent Oracle tasks, and (ii) that any impact to the Services arising from Your failure to perform any Customer Task below is subject to the Change Order Process as outlined below:

*Table 39: Change Order Process*

| No. | Target Date or Project Milestone | Customer Tasks |
|---|---|---|
| 1 | Prior to the commencement of Services | Ensure that the Oracle software products owned by You and listed in this Statement of Work adhere to the Oracle certification matrices, which can be found on metalink.oracle.com, and provide verification to the Oracle project manager. |
| 2 | Prior to the commencement of Services | Ensure that all necessary backup and recovery procedures are established and functional for all ISD project environments. |

| No. | Target Date or Project Milestone | Customer Tasks |
|---|---|---|
| 3 | Prior to the completion of the Vision Phase | Install, configure, maintain, and manage any and all 3rd party software products required for the performance of Services. |
| 4 | Prior to the completion of the Vision Phase | Ensure that Your networks, including local area networks ("LANs"), wide area networks ("WANs"), and communication hardware / software including firewalls, routers, and load balancers, required for the performance of Services will support Your desired performance response(s). |
| 5 | Prior to the completion of the Test Phase | Complete UAT test cases. |

3. Design and Implementation Responsibilities:
   a. Understand the architecture and implementation approach and participate in all aspects of the Phase III infrastructure responsibilities for on premise environments
   b. Procure, install, setup/configure, and validate all hardware including, but not limited to, storage and servers, network infrastructure and operating system platforms required to support the performance of Services.
   c. Be responsible for installing patches or upgrading environment to meet minimum standards.
   d. Be responsible for the legacy touch-points portion of any interface, e.g., the actual extract from and/or feed into the legacy applications.
   e. Database and servers planning, architecting, installation, management and support will be performed by You in all legacy environments.
   f. Provide the following environments:

*Table 40: Table of Environments*

| No. | Environment Name | Type | Support Required |
|---|---|---|---|
| 1 | ADEV | Existing | No |
| 2 | ATE1 | Existing | No |
| 3 | ATE2 | Existing | No |
| 4 | ADEV2 | New | No |
| 5 | ATE3 | New | No |
| 6 | ATE4 | New | No |
| 7 | STAGE2 | New | No |
| 8 | PSDEV | Migrated from existing ISD. | Yes, post-migration. |
| 9 | PSTST | Migrated from existing ISD. | Yes, post-migration |
| 10 | TRN | Migrated from existing ISD. | Yes, post-migration |
| 11 | PSUPE | Migrated from existing ISD. | Yes, post-migration |
| 12 | ISD-Dev | Existing | Yes |
| 13 | ISD -Test | Existing | Yes |
| 14 | ISD-TRN | Existing | Yes |
| 15 | ISD-UPE | Existing | Yes |
| 16 | ISD-STAGE | Existing | Yes |
| 17 | PROD | Existing | Yes |

    i.   Environment Type: Where the "Type" of environment type is identified as "New" in the Table of Environments above, You shall create/procure the new environment infrastructure components in accordance with the schedule; such environment(s) is / are presumed not to exist prior to the commencement of Services.

    ii.   Support Required: Where "Yes" is indicated for Support required in the Table of Environments above, You shall provide hardware, operating systems, and network support for such environment(s). "Post-Migration" means that Oracle will do the initial configuration during migration as defined in Services but You will assume responsibility for all ongoing support after migration is completed.

g.   Provide access to the following systems required for the creation of real time interfaces as follows:

*Table 41: Required Access*

| No. | System | Associated Project Environments | Access Mode *(R,W,R/W) | Description |
|---|---|---|---|---|
| 1 | Active Directory | All | R | User store |

\* R=Read, W=Write, R/W=Read/Write

h.   Provide access to the libraries necessary to perform the Services (e.g., code), including merging of the libraries (e.g., code path changes), and migrating of libraries (e.g., code path) between all environments.

i.   Be responsible for maintaining, administering, and supporting the relevant libraries.

j.   Ensure that the system and its environments comply with Your security guidelines, and all applicable governmental regulations.

k.   Be responsible for reconstruction / restoration of any lost or altered files, data, and programs.

l.   Provide a backup of each environment on a schedule agreed to by You and Oracle.

m.   Be responsible for the installation, configuration, maintenance, and management of any and all third party products.

n.   Provide the following support and response times for infrastructure-related issues:

    i.   Normal business hours support with response time within four (4) hours of the time the issue arises, during the Elaboration Phase.

    ii.   Normal business hours support with response time within four (4) hours of the time the issue arises, during the Construction Phase.

    iii.   Extended business hours support with response time within two (2) hours of the time the issue arises, during the Testing Phase, where extended business hours will be agreed to, in advance of testing, between You and Oracle to cover all periods of active testing.

    iv.   Extended business hours support with immediate response during the Transition Phase where extended business hours will be agreed to, in advance of transition, between You and Oracle to cover all periods of active production environment setup, production data load, and UAT testing.

4.   Vision Phase Responsibilities:

a.   Provide the business leadership and business Subject Matter Expert (SME) for driving vision discussions and confirming Vision, epics and user stories.

5.   Elaboration Phase Responsibilities:

a.   Provide the business leadership and business SME for driving elaboration discussions and confirming user stories.

6. Construction Phase Responsibilities:
   a. Contribute to any necessary end user documentation, including, but not limited to, documenting specific business practices and data examples and organization / end-user specific policies and procedures.
   b. Assess process and system compliance for the system created under this SOW with any audit and control requirements.
   c. Maintain Your directory of users (e.g., Microsoft Active Directory, Oracle Internet Directory, etc.) and apply all changes necessary to support the performance of Services.
   d. Build and test legacy system flat file update processes.
7. Transition Phase Responsibilities:
   a. Perform any and all data cleansing, reconciliation, and quality control.
   b. Perform all organizational change management activities, including but not limited to, corporate communications, business process changes, and procedural or policy changes.
   c. Be responsible for all communications to any of Your employees, contractors, and agents that are not on the Phase III team.
   d. Establish any necessary help desk procedures for supporting functionality described in this SOW.
   e. Establish production / post-production support infrastructure, including but not limited to, the infrastructure needed to report issues and defects, and to fix, test, migrate, and promote resolution of any such issues and defects.
   f. Provide access to Your production employee Microsoft Active Directory.
8. Testing Responsibilities:
   a. Be responsible for the following test types and testing activities described in the associated table columns:

*Table 42: Testing Types and Activities*

| No. | Test Type | Create Test Plan | Create Test Scenarios | Perform Testing | Review Test Results |
|-----|-----------|------------------|----------------------|-----------------|---------------------|
| 1 | Unit | No | No | No | Yes |
| 2 | System (Functional) | Participate | Participate | Participate | Yes |
| 3 | Systems Integration | Participate | Participate | Participate | Yes |
| 4 | UAT | Yes | Yes | Yes | Yes |
| 5 | Performance Testing | Participate | Participate | Participate | Yes |

9. Training Responsibilities:
   a. Prepare the end user training material and presentations identified in the Training Strategy.
   b. Provide all training of end-users according to the Training Strategy and PWP.
   c. Deliver all end user training.
10. Project Management Responsibilities:
    a. Designate an executive sponsor who shall represent You during the performance of Services, ensure performance of Your responsibilities under this SOW, establish and maintain communication with the Oracle Project Manager during the performance of the Services, both on an informal basis and in a formal steering committee capacity, and make timely decisions on Your behalf on all relevant issues.

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b. Designate a project manager who shall (i) oversee and ensure Your performance of the obligations You are tasked with during the performance of Services, and (ii) work directly with the Oracle Project Manager on a daily basis to support the performance of Services.

c. Conduct Phase III with Oracle according to the finalized PMP.

d. To facilitate Phase III, You must take the required action within the Maximum Turnaround Time on the specified Oracle Request Type listed in the table below. In the event that taking the required action is impracticable due to special circumstances, You and the Oracle Project Manager may mutually agree in writing to an alternative timeframe. If no mutual agreement as to an alternative timeframe can be reached within two (2) business days of the end of the Maximum Turnaround Time, any impact to Phase III will be subject to the Change Order Process as outlined below.

*Table 43: Response Times*

| Oracle Request Type | Your Maximum Turnaround Time (Business Days) |
|---|---|
| Review of Specifications or Non-Deliverable Document | Two (2) Business Days |
| Testing Feedback | Two (2) Business Days |
| Requests for documentation on Systems and Processes | Five (5) Business Days |
| Requests for Information on Systems and Processes | Five (5) Business Days |
| Requests for Meetings | Two (2) Business Days |

e. The turnaround time for multiple deliverables submitted at one time may be mutually agreed upon by both parties. Both parties agree to review and assess the adjusted turnaround time and its impact to Phase III timeline.

f. Establish a Phase III management steering committee to meet not less than monthly, or upon the completion milestones for major activities in the project as set forth in the PWP, or when determined necessary by the steering committee to review process and resolve issues. Ensure that Your executive sponsor is a member of the project management steering committee.

g. Distribute Phase III documentation or correspondence to Your Phase III stakeholders not directly involved with the project.

h. Provide an escalation process for management of Phase III or accept the proposed Oracle issue resolution process as defined in the PMP.

i. Your and the Oracle Project Managers will work together to revise the PWP including resource loading and assessing potential scope changes according to the Phase III scope management process and procedures as defined in the PMP, and report the impact and recommended next steps to Your and Oracle's executive sponsors.

j. Be responsible for the contractual relationships with third party contractors and for directing such third parties to fully cooperate with Oracle, and the LAC Phase III team, as and when required by Oracle.

You acknowledge that Your failure to meet, in a reasonable manner, the responsibilities listed above may result in increased costs and delays in completion of the obligations under the Agreement, and that Oracle will be entitled to a Change Order as outlined below to receive reimbursement for increased costs, provided however, that Oracle further acknowledges its duty to endeavor to mitigate the impact of such failures.

## **Project Assumptions**

1. A Person Day is defined as one (1) person working up to eight (8) hours.
2. Oracle standard documentation format will be used for any documentation prepared and / or delivered during the performance of the Services.
3. Project Headquarters will be at 500 West Temple Street, Los Angeles, California, however services will be performed both onsite and offsite including outside of LAC area and outside of LAC facilities.
4. The Phase III timeline / duration is currently expected to be seventeen (17 months) from the start date.
5. All functionality will be created using U.S. English only.
6. All monetary values will use US dollars.
7. Design and implementation decisions made during an earlier phase of the services (e.g., requirements specifications or design specifications identified during Vision and / or Elaboration phase) will be the basis for subsequent design and implementation tasks. Changes to such decisions will be subject to the Change Order Process outlined below.
8. Oracle will make reasonable efforts to provide You publicly available reference architecture / blue prints for Oracle's technologies, as requested.
9. Architecture and design review by Oracle of work performed by Your staff will be limited to commercially reasonable efforts and will prioritize work to be delivered by Oracle as defined in Services.
10. Performance goals for the implementation are heavily dependent on technical architecture and hardware. Oracle is not responsible for the performance of the servers, networks, or other hardware elements provided by LAC or its third party contractors.
11. Modification / upgrades / changes to the target Oracle base software versions for use on Phase III, once identified, must be mutually agreed to in writing.
12. Oracle will install any new critical patches released over the duration of Phase III that are mutually agreed to in writing.
13. All workshops will take place at a single location for all participants.
14. You may include observers in workshops that do not have active or participatory role for information purposes only.
15. You may record workshops not containing material subject to copyright for internal LAC use only.
16. Mentoring workshops are bound by Person Days. Duration, frequency, and scheduling of mentoring workshops can be partial days and will be mutually agreed in writing to by Oracle and LACA.
17. Mentoring workshops are exclusive of the effort required to prepare material for workshops. Mentoring workshops will take place onsite unless otherwise mutually agreed upon in writing by Oracle and LACA.
18. Oracle is not responsible for any tasks or activities, or the results thereof, that are performed by Your personnel attending mentoring workshops.
19. Final versions of installed software will be reviewed with You before software installation.
20. PMP is a "living document" where the content of the plan may be updated over the duration of Phase III to reflect updates concerning risk management, issue management, quality management, and other respective components of the PMP.
21. The Technical Architecture Document is a "living document" that may be updated over the duration of the project to reflect updates and changes to the AMP technical architecture.

22. The details of the workshops, specifically the time and location, will be mutually agreed to in writing by You and Oracle.

23. Services above clearly define the estimation limits per functional component. The actual design of each component will be determined by Oracle during elaboration at its sole discretion.

24. You will perform Your responsibilities and Your failure to perform Your responsibilities will be handled by the Parties in accordance with the Your Responsibilities section, above.

25. You have procured appropriate licenses for and provided Contractor with the following open source software to use in the performance of this SOW: Gitlab, Jenkins, Archiva, AngularJS, Gson, and XStream.

26. Each Vision Sprint is two (2) weeks in duration.

27. Each Elaboration Workshop is four (4) hours in duration.

28. Each system use case is a single technical object that is built. It may be a PL/SQL program, a SOA service, a BPM process, an ADF UI, an ODI package, a BIP report or a Java program. The complexity of the system use case corresponds to the complexity of the object being created. The complexity definitions for each technology Pillar/Product are defined in their individual pillar sections below.

29. Construction will follow a TDD process.

30. Services include the implementation of OEC 12c and OFR 12c. OEC Services will be limited to support for Property Statements ( form 571-L), New Construction Statements (bar code processing only), New Construction Permits, and generic support for all other documents with a manual entry of not more than eight (8) fields for indexing. OFR Services will be limited to support for Property Statements (form 571-L).

31. All documents scanned by OEC will be stored in Oracle WebCenter Content using base product integration features.

32. OAC will continue to be used in Phase III as mutually agreed upon in writing by Oracle and You.

33. Code deliverables as defined in this Exhibit A assume the use of specific Oracle technologies. Other Oracle technologies may be used in addition to or instead of those listed in this Exhibit A, as mutually agreed to in writing.

34. Design of co-deliverables as defined in this Exhibit A will comply with the architectural principles in the Technical Architecture Document, as updated. Any deviation will be mutually agreed upon by You and Oracle in writing.

35. Oracle's configuration of STAGE2 and PSUPE in Oracle Cloud will split VMs across different availability domains to provide high availability.

36. Level of performance testing required for minor releases will be assessed and mutually agreed upon in writing by Oracle and You.

37. The Dynamic Forms approach will be addressed as early in the project as mutually agreed upon in writing by Oracle and You.

38. As defined in Component B - Environment Installs/Migrations/Upgrades/Extensions, Oracle will update its technical documentation to cover the installation, upgrade, and/or patching of all Oracle software installed, upgraded or patched by Oracle under this SOW. This documentation will also be provided to You to support Your installation, upgrade, and/or patching of Oracle software in PROD, STAGE and production support environments maintained by You. Oracle will review such documentation with Your staff as part of transition activities and provide answers to any questions, during the review cycle, relevant to this documentation that You have in performing these activities.

39. Support required for the STAGE and PROD environments, during a release promotion or upgrade, will be mutually agreed and documented as part of the Phase III cut-over plan.
40. Anything not expressly specified in this SOW is out of scope and not included or priced into the Services to be performed under this SOW. Any request to modify the scope of Services will be subject to the Change Order Process as outlined below. Specific items that are out of scope include, without limitation, the following:
    a. Backup and Recovery activities.
    b. Disaster Recovery architecture planning, configuration, fail over testing.
    c. Organizational change management.
    d. Hardware installation, configuration and / or testing
    e. Non-Oracle software installation, configuration, development and / or testing.
    f. Network installation and / or configuration, performance/tuning issues related to network architecture.
    g. Implementation of Business Activity Monitoring ("BAM") beyond assessment activities.
    h. Design and build of a mobile application.
    i. Development of OPA refactored rules for the LACA defined Component 8, beyond 20% increase of the originally built number of rules in Phase II.
    j. Development of OPA rules not included in the current estimates.
    k. Development of OPA generated documents other than for test purposes.
    l. Development of OPA interviews other than for test purposes.
    m. Development of time-based (retroactive event) reasoning within the rule bases.
    n. Development of any custom functions for the rule bases.
    o. Testing of OPA rule bases other than unit tests.
    p. Design or implementation of any BI components, data access, data architecture, and data integration related to reporting requirements, unless explicitly specified in Oracle scope above.
    q. Refactoring of LACA defined Component 7 code, or any code based on Component 7, to use GCM.

## Specific Exclusions

The following items are out of the scope of this SOW:
1. Assessments or recommendations for network capacity requirements and specifications for local area network ("LAN") or wide area network ("WAN").
2. Upgrade of Oracle Real User Experience Insight from version 12c to 13c.
3. Any reference to Ad-hoc Reporting.
4. Any scope indicated as LAC and/or LACA responsibility.

## Pillar/Product Assumptions

WebCenter Portal ("WCP") Assumptions:
1. WCP web pages and forms will be implemented using ADF.
2. ADF complexity definitions as defined below are intended to limit the maximum size and complexity of any user interface to not more than fifteen (15) user interactions and not more than thirty-five (35) data fields. Oracle assumes that any user interface would be refactored so it does not exceed these limits.
3. The following defines the complexity levels for user interface screens based on ADF:

*Table 44: Interface Screen Complexity*

| Complexity Level | Description |
|---|---|
| Very Easy | Interface is up to two (2) user interactions and up to ten (10) simple data input field with no data validation rules and not more than one (1) task flow. |
| Easy | Interface is between three (3) and five (5) user interactions and up to twenty (20) simple data input fields with no validation rules and not more than one (1) task flow. |
| Moderate | Interface is between six (6) to eight (8) user interactions, up to thirty (30) simple data input fields, and uses only validation rules predefined by ADF with not more than two (2) task flows. |
| Complex | Interface is between nine (9) and eleven (11) user interactions, up to thirty-five (35) simple data input fields, and / or customizations (custom data types, tables, sorting, security authorization rules, and custom validation rules) with up to three (3) task flows. |
| Very Complex | Interface is between twelve (12) and fifteen (15) user interactions, up to thirty-five (35) simple data input fields, and / or customizations (custom data types, tables, sorting, security authorization rules, and custom validation rules) with up to four (4) task flows. |

<u>BPM Assumptions:</u>

1. ADF pages, forms, and task flows related to BPM processes employ simple styling and branding, to include corporate color schemes and logos.
2. Access to Process Diagrams is provided via link to the Oracle BPM native HTML Process Flow diagram; no custom report or diagram is included in this effort.
3. Access to OPA Decision Reports, if any, is provided via link to the OPA native XML Decision Report; no custom report or diagram is included in this effort.
4. You will obtain and manage Your own Certificate Authority ("**CA**") for issuing digital certificates to internal users.
5. Digital certificates will be in either PKCS7 binary format or PKCS12 keystore format.
6. All estimates assume that enterprise roles will be stored in Oracle Unified Directory ("OUD").
7. BPM process(es) will provide basic exception handling of system errors to include logging the exception in server and/or application logs and providing a user-friendly error message to the user interface.
8. BPM process complexity level is defined as follows:

*Table 45: BPM Process Complexity*

| Complexity Level | Description |
|---|---|
| Very Easy | This complexity does not apply to BPM process use cases. |
| Easy | Up to five (5) activities in the business process |
| Moderate | Between eleven (11) and twenty-five (25) activities in the business process |
| Complex | Between twenty-six (26) and fifty (50) activities in the business process |
| Very Complex | Between fifty (50) and one hundred (100) activities in the business process |

9. BPM workflow complexity level is defined as follows:

*Table 46: BPM Workflow Complexity*

| Complexity Level | Description |
|---|---|
| Very Easy | This complexity does not apply to BPM Workflow use cases. |
| Easy | Workflow with a single approver, single management chain, or single sequential chain of approvers |
| Moderate | A workflow with 2 parallel approvers or actors |
| Complex | A workflow with multiple parallel approvers or actors |
| Very Complex | A workflow with a combination of multiple parallel approvers and/or multiple sequential approvers. |

SOA Assumptions:

1. As used in this SOW, functionality in SOA technology may be implemented using any component of Oracle SOA Suite 12c for which You are licensed, including, but not limited to: Business Process Execution Language (BPEL), Java, Technology Adapters, Oracle Business Rules, Oracle Service Bus, Oracle Mediator, and User Messaging Service.
2. SOA Services will utilize the SOA Suite Database Adapter to interface with deployed PL/SQL Services for CRUD operations in ADR.
3. SOA Services will utilize either Simple Object Access Protocol ("SOAP") or REST protocol.
4. PL/SQL and SOA-based Services will be consolidated and normalized in an effort to maximize reusability.
5. Services may be secured by standard security policies applied by Oracle Web Services Manager ("OWSM").
6. Oracle assumes that all SOA Services to external systems will support no more than ten thousand (10,000) transactions per interface in a 24-hour period unless otherwise noted.
7. Oracle assumes that there could be as many as eight (8) interfaces to legacy systems whose data and interfaces are not being brought into the AMP Data Repository as part of LACA defined Component 10 functionality.
8. SOA service complexity level is defined as follows:

*Table 47: SOA Service Complexity*

| Complexity Level | Description |
|---|---|
| Very Easy | Simple wrapper for an existing service with no field-level transformation or additional logic. |
| Easy | Message payload size of up to 100 kilobytes (kb)<br>Up to five (5) data elements requiring transformation |
| Moderate | Message payload size of up to 1 megabyte (MB)<br>Up to fifteen (15) data elements requiring transformation |
| Complex | Message payload size of up to 1 megabyte (MB)<br>Up to forty (40) data elements requiring transformation |
| Very Complex | Message payload size of up to 1 megabyte (MB)<br>Between forty (40) and one hundred (100) data elements requiring transformation |

9. Java Service complexity level is defined as follows:

*Table 48: Java Service Complexity*

| Complexity Level | Description |
|---|---|
| Very Easy | A Java service that includes one (1) to two (2) system interactions with no business logic. As used in this section, an interaction can be a public interface, a call to an external service, or a single database query. No field transformations are required on public interface fields. |
| Easy | A Java service that includes between three (3) and five (5) system interactions. Business logic is limited to simple conditional logic without any requirements for structured exception handling or compensating transactions. The public interface does not include more than five (5) data elements requiring transformation |
| Moderate | A Java service that includes between six (6) and eight (8) system interactions. The service can include substantial business logic requiring switch statements and nested conditional logic, and may require implementation of up to three Java classes and exception handling logic. The public interface does not include more than fifteen (15) data elements requiring transformation |
| Complex | A Java service that includes between nine (9) and eleven (11) system interactions. The service can contain complex business logic, including multiple nested switch and conditional statements, and may require implementation of up to ten (10) Java classes and exception handling logic. The exception handling logic may include one (1) to two (2) compensating transactions. The public interface does not include more than forty (40) data elements requiring transformation |
| Very Complex | A Java service that includes more than twelve (12) system interactions or otherwise exceeds the complexity of a Complex Java Service as defined in this assumption. |

10. A Java service that has more than fifteen (15) system interactions will be refactored to fit within two (2) or more Java services of Very Complex or simpler level of complexity.

ODI Assumptions:

1. Data quality issues caused by legacy source system data identified during any testing phase will not be classified as a defect.
2. All activities that require the knowledge of the source systems and / or that are required to be performed in the source systems to implement the data integration solution using ODI will be the responsibility of the LACA.
3. Complexity of the Oracle Data Integrator use cases are defined as below:

*Table 49: ODI Use Case Complexity*

| Complexity Level | Description |
|---|---|
| Very Easy | Straight table replication with no transformations or type conversions. Less than one (1) agile Sprint. |
| Easy | Data integration routines that require no transformations. These are typically routines that source from relational structures and write into relational structures and are built using standard knowledge modules. Up to one (1) agile Sprint. |
| Moderate | Data Integration routines that require transformations which may include temporary staging of data before writing into the target structures. The source and target data structures are completely different but knowledge modules may exist to transform the data from the source to the target data model. Up to two (2) agile sprints. |
| Complex | The highly complex routines that require complex transformations of data between the source and target data structures, customizations to knowledge modules, data audit steps, external process triggers. Up to three (3) agile Sprints. |
| Very Complex | Highly complex routines that include complex transformations, multiple sources, and require more than three (3) agile Sprints. These should generally be refactored into smaller complexity use cases. |

OGG Assumptions:

1. There are approximately one hundred (100) database tables to be replicated with OGG from DB2 z/OS to Oracle.
2. There are no OGG data transformation requirements and data will be replicated from DB2 z/OS to Oracle in a like-to-like manner.
3. Veridata Services are limited to ten (10) Person Days.

Security Assumptions:

1. The technical architecture will use a standard Oracle reference architecture.
2. It is assumed that the existing Self Service and registration ("CSR") application developed in .Net technology will not need to be modified
3. A single unique identifier exists and is the same in all LDAP and Active Directory environments (example: userid or email address).
4. Active Directory is the authoritative source for internal users.
5. LACA internal user authentication will use user ID and password, Windows native authentication.
6. External user authentication will use OAM / OIM.
7. The additional AD domains and LDAP directories will be integrated with OUD alone for the purpose of authenticating users. It will not be integrated with OIM for user provisioning and user account management.
8. This phase assumes there are no requirements to implement any new Oracle security technologies except those explicitly listed in Services.
9. Directory virtualization assumes use of only those adapters provided by Oracle as part of the base product.
10. No additional security providers or sources are required.
11. All web applications support one of the following federation protocols: SAML 2.0, SAML 1.1, WS-Federation 1.1 or Open ID 2.0.
12. You will provide the list of enterprise roles that need to be configured in OIM along with associated system access that needs to be granted / revoked.
13. Integration with non-LACA LDAP systems can be achieved either via virtualization or standards based federation.
14. No development is required for any custom federation objects.
15. For Web Services requiring authorization OAG authorization policies will be driven based on user's LDAP attributes and / or LDAP group membership.
16. OAG policy configuration assumes use of standard "out-of-the-box" functionality and no customizations.
17. Advanced Security Option ("ASO") Transparent Data Encryption will be configured for tablespace encryption. No column only encryption will be used.
18. Up to ten (10) White List and ten (10) Black List policies will be configured for the in scope databases for Database Firewall. As used in this assumption, a White List is defined as a policy that explicitly grants access, and a Black List is defined as a policy that explicitly denies access.
19. If Oracle determines that Database Firewall is supported in Oracle Cloud and the security & infrastructure designs support it, Oracle will deploy and configure Database Firewall components in Oracle Cloud on up to one (1) non-production server.
20. The AVDF rules and alerts for the new in scope databases will be similar to the ones configured for the ADR databases.
21. Security releases may be run on a separate release track than for the AMP core application release, as was done in Phase II. This provides improved flexibility in deployments and removes

artificial dependencies. Coordination between security component releases and AMP core application releases will still be observed such as to coordinate deployment of enterprise roles required by the AMP core applications.

22. A new "IDM Development sub-environment" will be deployed inside the OCI ADEV (or ADEV2) environment. This is not another "AMP environment" but is simply an additional VM within ADEV which will be used for AMP security development work including testing upgrades to IDM12c. The specific number and sizing of these VMs will be determined early in Phase III but will be no less than two (2) and no more than four (4) VMs. Should the number of VM's exceed four, a Change Order will be required.

Database Assumptions:

1. Existing data model for ADR repository will be extended with new tables.
2. Existing tables in data model for ADR repository will be extended with new attributes.
3. Existing data model for ADR-staging repository will be extended with new tables.
4. Existing tables in data model for ADR-staging repository will be extended with new attributes.
5. Database design will consider multi-tenant requirements.
6. The Oracle Consulting Studio Toolset is Oracle proprietary software and will be installed on a physical server with RedHat Linux to be provided by You. Oracle will install and configure all tools required for the delivery of database migration services. The environment must meet the following requirements:

*Table 50: Database Assumptions*

| Category | Requirement |
|---|---|
| CPU | 4 Intel Cores |
| RAM (Gigabytes GB) | 16GB RAM |
| Operating System | RedHat Enterprise LINUX 6.8 or above |
| Storage(Gigabytes GB) | 200GB (External) |
| RDBMS | Oracle Enterprise Edition version 12.1.0.2<br>Non-Container Database (CDB) Configuration |
| Database | 100 GB ; Archivelog mode Enabled ; (XDB) Option Enabled; Shared Global Area (SGA): 3GB SGA + 1GB PGA |
| Init.Ora (Min. database parameters) | sga_target = 3g<br>pga_aggregate_target=1g<br>shared_pool_size=512m<br>large_pool_size=256m<br>shared_servers=10<br>max_shared_servers=25 |
| Other Tools | APEX version 5.x; DB HTTP listener for Apex (no WLS) |
| Source Data Collection Method for Estate | OEM Version 12c or Higher OR BNC Estate Database |

7. The Oracle Consulting Studio Toolset is Oracle Proprietary software and will be removed from your system(s) upon completion and/or termination of the services under this exhibit.
8. The Oracle Consulting Studio Toolset is Oracle Proprietary software and is strictly for purposes of facilitating the performance of Database Migration services under this exhibit.

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9. Source Databases will not undergo testing prior to migration to the Target.
10. Each Source Database will be migrated in accordance with the Migration Schedule jointly defined by Oracle and LACA.
11. There is sufficient downtime available to execute the migrations. This is defined to be between four (4) and twenty-four (24) hours of downtime per database.
12. The Database migration activity will be part of one of the minor or major releases of Phase III. Migration testing will be limited to no more than five (5) consecutive business days of testing after migration.
13. Oracle Exadata Cloud Service configuration containsOracle Real Application Clusters ("RAC"). Database configuration for STAGE2 and PSUPE contains multi-node RAC configuration.
14. Database use cases interfaces complexity are defined as below:

*Table 51: Database Use Case Complexity*

| Complexity Level | Description |
|---|---|
| Very Easy | A single table structure with fewer than twenty (20) columns. |
| Easy | A simple database schema has up to five (5) tables requiring Multi queries; simple layout |
| Moderate | A moderate database schema has up to eight (8) tables requiring Multi queries; complex layout |
| Complex | A high complexity database schema has up to ten (10) tables requiring Multi queries; complex layout and may require prototyping |
| Very Complex | Very complex database schema has up to thirty (30) tables requiring Multi queries, complex layouts, and performance implications; almost certainly requires prototyping and parameterization |

PL/SQL Design Assumptions:

1. Technical design, implementation and testing of PL/SQL data services are included.
2. PL/SQL data services are normalized to include Database applications (e.g., Data upload), Web Application (e.g., Portal), interface applications (e.g., between systems).
3. PL/SQL data services are developed as procedures/functions and logical aggregate grouping into packages will be made at design time.
4. Complexity of the PL/SQL data service interfaces are defined as below:

*Table 52: PL/SQL Data Services Interfaces Complexity*

| Complexity Level | Description |
|---|---|
| Very Easy | A service wrapper that provides access to a single table with not more than one (1) associated table of reference data. |
| Easy | A service that provides access to not more than two (2) tables joined by primary key attributes only, with no business logic (parent-child table structure). |
| Moderate | A service that provides access to a group of not more than four (4) related tables and limited business logic (such as aggregation and simple math). Implementation is limited to no more than one (1) view. The service can support a nested object such as Customer. |
| Complex | A service that provides access to between five and ten (10) tables with multiple views. The joins may require structural transformation of data, complex aggregation, and enrichment of returned data (such as domain value translation or external database lookups). The service can support data types for a complex nested object such as Orders and may require conditional logic. |
| Very Complex | A service that implements complex table joins and transformations that support multiple complex data types, joins more than ten (10) tables, or implements complex conditional logic. |

BI Publisher Design Assumptions:

1. Data will be refreshed up to three (3) times a day for the reporting tables.
2. There will be up to six (6) security groups for reports created.
3. Complexity of the BIP data service interfaces are defined as below:

*Table 53: BI Publisher Data Service Interfaces Complexity*

| Complexity Level | Description |
|---|---|
| Very Easy | Single query; simple layout; Report types that typically fall into this category: tabular, external query, form letter, single break |
| Easy | Single query; simple layout; Report types that typically fall into this category: tabular, external query, form letter, single break. |
| Moderate | Multi query; complex layout; Report types that typically fall into this category: master/detail/summary, formula, graphics and text, matrix. |
| Complex | Multi query; complex layouts; prototyping may be required to assure functionality/performance. Report types that typically fall into this category: time series calculation, aggregating data within ranges, anchors, check printing/preprinted forms, invoices, matrix/break. |
| Very Complex | Multi query, complex layouts/graphics, performance issues; almost certainly requires prototyping and parameterization; Report types that typically fall into this category: ranking, bar coding, dynamic layout/graphics, nested matrix. |

OPA Assumptions

1. No custom coding for custom OPA functions or custom data integration will be required.
2. OPA testing effort is included for bug-fix support during system, integration, and UAT.
3. OPA testing effort is included for production validation and post-production bug-fix support.
4. No OPA testing effort is included for integration, system, or user acceptance test planning, execution, or test phase documentation.

Oracle Enterprise Manager Assumptions

1. For OEM, the resource will be onshore and will be providing scripting support needed.
2. OEM has been granted sufficient authority to access target systems.
3. Network firewalls are configured to allow OEM to communicate with designated target systems.
4. Local and shared storage is sufficient as defined in the product installation manual.
5. Documentation is in an Oracle standard format and delivered in an MS-Word compatible file.
6. A *My Oracle Support* user ID and password must be provided to integrate My Oracle Support with Oracle Enterprise Manager
7. Administrative access to OEM is provided.
8. OEM administrators and application technical leads who are using OEM Services are available for technical discussions

Testing Assumptions

1. All TDD and Transition phase summary reports will be provided by Oracle following the completion of testing and development in that release phase.

2. Testing will be done from Your workstations or Oracle laptops that can access Phase III servers.
3. LACA to participate in joint System Integration Testing as in Phase II.
4. An Oracle Test Lead will be assigned to support testing throughout the Phase III lifecycle and will be on site.
5. Test results will be managed, tracked, and reported from a central bug tracking system or list.
6. You and Oracle will agree on test cases during the Elaboration Phase. These test cases will only represent core product and use case functionality and may be updated during the TDD Phase; however all test cases must be reviewed and approved as defined in the Oracle Request Type table in Section 4 (Assumptions and Your Obligations ) of this SOW before the start of each test phase.
7. Oracle will only address identified issues with functionality and / or documentation that arise during testing and directly from Oracle obligations specified in the description of Services in this SOW.
8. During unit, system, system integration, performance, or UAT, defects will be recorded and classified according to the following table.

*Table 54: Defects Definitions*

| Level | Category | Description |
|---|---|---|
| 1 | Sev1 | Essential Business Process Affected - Any highly critical system or service outage that results in loss or severe degradation of business processes and / or capabilities defined as "must have" in the finalized requirements, and for which there is no acceptable workaround. (Availability of workaround renders it "Sev2"). |
| 2 | Sev2 | Part of an Essential Business Process or Workgroup Affected - Degradation of system or service performance that impacts end user service quality or significantly impairs business process control or operational effectiveness for functionality defined as "must have" in the finalized requirements, but for which there is an acceptable workaround. |
| 3 | Sev3 | Non-Essential Business Process or Workgroup or Individual Affected - Minor degradation of system or service performance that does not have any impact on end user service quality. These are typically cosmetic defects. |
| 4 | Doc | Documentation Defect Error or omission in document. |

9. Both You and Oracle may record and classify defects according to the levels in the above table. In the event of a disagreement about the classification level of a defect, You and Oracle will escalate the issue to Phase III executives.
10. You and the Oracle Project Manager will review recorded defect levels during testing and, upon mutual agreement in writing, may change the level of any defect.
11. Completion of unit, system, system integration, performance, or UAT occurs when:
    a. Identified Sev1 and Sev2 defects related to items tested during such testing have been addressed by Oracle as of the date the final items is made available to You.
    b. Oracle has identified a plan for addressing other related defects in such item.
12. Readiness for production use is achieved upon completion of unit, system, system integration, performance, or UAT.
13. Performance Testing will occur in Your STAGE environment or another environment as mutually agreed upon by You and Oracle.
14. Test cases will be reviewed and approved as defined in the Oracle Request Type table in Section 4 (Assumptions and Your Obligations) of this SOW before each test phase commences.

15. Development of load test scripts will be limited to ten (10).
16. Performance metrics and SLAs have not been defined. Oracle will rely upon the recommendations Oracle delivered in AMP Phase II.
17. For all performance testing scenarios executed in OATS, Oracle assumes the achievement of the following metric as a successful performance test:
    a. Page load time of no more than five (5) seconds with up to one thousand five hundred (1500) concurrent users, as related to Oracle product functionality.
18. Performance testing activities may include any of the following:
    a. Generation and execution of functional test scripts using OATS Functional Testing.
    b. Generation and execution of load test scripts using OATS Load Testing.
    c. Generation and execution of ETL process performance tuning.
    d. Configuration and implementation of load test profiles using OATS Load Testing.
    e. Configuration of test data files to support load testing using OATS Load Testing.
    f. Implementation of test plans using OATS Test Manager.
    g. Configuration of OEM diagnostics and tuning packs, and other automated capabilities.
    h. Execution of standard Automated Workload Reports ("AWR") from the database.
    i. Integration of Real User Experience Insight (RUEI) with OATS Functional Testing.
19. Performance tuning activities may include the configuration of web, application, and database tier components.
20. Any changes to the above process and standards will be subject to the Change Order Process.
21. Criteria of completed testing (Definition of Done) is as follows:
    a. All acceptance criteria met with user stories completed;
    b. Code completed with zero opened Sev1 or Sev2 defects;
    c. Code review and revisions completed;
    d. Code checked into GIT source control repository;
    e. Demo accepted by Your designated Product Owner (for demo-able users);
    f. Test scripts completed and checked into the source code system.

Documentation Assumptions:

1. All written documentation and communication will be in U.S. English. A document deliverable is a document in Microsoft Word 2007 or Microsoft Excel 2007 format and consists of both one (1) printed copy and one (1) electronic copy.
2. A project plan deliverable is a document in Microsoft Project 2007 format and consists of both one (1) printed copy and one (1) electronic copy.
3. A diagram deliverable is a document in Microsoft Visio 2007 format and consists of both one (1) printed copy and one (1) electronic copy.
4. A presentation deliverable is a document in Microsoft PowerPoint format and consists of both one (1) printed copy and one (1) electronic copy.
5. A User Guide will be created as an electronic pdf document and Microsoft Word Document that can be used as on-line help.
6. Oracle will follow a process to provide drafts of deliverable documents in advance of the finalized document.

Project Management Assumptions:

1. Oracle's OUM Project Management Method ("PJM") will be used to manage Phase III.
2. Scope control (change management) and document review will be performed using Oracle's standard processes and documented herein and/or in the PMP.

3. You and Oracle will work together to resolve Phase III issues as specified in the PMP. Based on the tight timeframe, project issues must be resolved in a timely manner (24 hours for critical issues, 48 hours for less critical issues). Critical issues are those that impact the Phase III timeline, scope or budget. Failure to resolve issues in accordance with the PMP and in a timely fashion may have an impact on the Phase III schedule and/or price.

4. You and Oracle will work together to review and mutually agree upon the baseline Project Workplan, including schedule timeframes, tasks, and resource assignments within two (2) weeks after the Phase III start date.

5. With mutual agreement in writing, You and Oracle may alter the baseline PWP, including the schedule. Finalized changes to the baseline PWP will be saved as the new baseline PWP. Any changes to the PWP that affect the effort or fees will be subject to the Change Order Process as outlined below.

6. Oracle will at its sole discretion determine the number and manner in which resources are assigned to perform the Services described in this SOW.

7. Oracle may assign or release a specific Oracle Phase III resource, or may assign different resources, at different times, to a project task.

8. If You assign resources to the project, those resources will represent You and will be empowered to make decisions on Your behalf.

9. Oracle is not responsible for any deficiencies in Services performed by non-Oracle resources, or any delays attributable to the performance of non-Oracle resources.

10. Your and Oracle's Project Managers will establish periodic Phase III reviews to monitor scope, budget, and timeline of the Services.

11. You must answer implementation questions that Oracle presents in writing to Your Project Manager within three (3) business days of the date You receive the questions. If You do not, Oracle reserves the right to make, and document, decisions to keep the project moving forward. Subsequent requests to change those decisions will be subject to the Change Order Process as outlined below.

<u>Scope Management Assumptions:</u>

This section defines how scope will be managed including Change Order processes and acceptance criteria. The process and format for addressing Your requirement for deliverables using the Deliverable Expectation Document will be defined here, including Your review process, then included in the Phase III schedule for all deliverables.

1. Deliverables Expectations Document ("**DED**") - All deliverables will be prepared in the form and format agreed to by You and Oracle using a Deliverables Expectations Document. No work will be performed on any deliverable, as stated in the section 3 (Deliverables) of this SOW until the DED has been approved in writing by the LACA. The approval for a DED should be provided within three (3) business days after the DED review session takes place between Oracle and LACA. As each deliverable is submitted, Oracle will include a copy of the approved DED as the cover sheet.

2. During the DED creation process Oracle will:
   a. Prepare agendas, and coordinate scheduling with You, for all necessary events (e.g., workshops, meetings) for the production of the deliverable.
   b. Facilitate events (e.g., workshops, meetings) as required for the creation of each deliverable.
   c. Record and analyze the input received from all events (e.g., workshops, sessions, and meetings,) and distribute results or minutes for review to event participants.

d. With respect to documents identified in the DED, as part of the PWP, the parties will endeavor to schedule, if and as appropriate, the delivery of draft documents to enable a preliminary review.

e. Provide a structured process for You to provide feedback on drafts, including review meeting or other events, as appropriate.

f. Compile and incorporate Your feedback to the draft deliverable and prepare a revised deliverable.

g. Effort allocated to a business component may be reassessed during Construction phase. A modified effort may be reallocated to support another business component.

h. Distribute the revised deliverable to You for review; obtain and analyze Your feedback as above, and repeat if necessary.

i. Complete a final version of the deliverable and DED that both parties agree to.

You acknowledge that any change or alternation of the assumptions above may alter the estimated Phase III scope, including but not limited to, the approach, resources, staffing levels, cost, and schedule; and shall be subject to the Change Order Process as outlined below. The assumptions are integral to the estimated scope and associated fees.

## Change Order Process

Any request for a Change Order must be made in accordance with the language set forth herein. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until You and Oracle agree in writing to the proposed change in an amendment to this SOW.

The Change Order process includes the following steps:

1. Either party will be able to submit a written request for any change order. Oracle and/or You, with mutual agreement, may provide up to four (4) hours of design effort to incorporate into such Change Order request. Should design efforts require more than four (4) hours, the design effort shall be presented on a Change Order Form. For change order requests prepared by Oracle for You, such shall be prepared and submitted within two (2) business days, if feasible, from the date the change is identified.

2. In cases involving significant changes, or if evaluation of a Change Order request requires more than four (4) hours of effort to evaluate and propose an approach, Oracle will advise You of this condition and:
   a. Set a new time frame for response
   b. Prepare an estimate of cost to complete the evaluation
   c. Return this information to You for review and approval

3. If Oracle requires further formal evaluation, You will determine whether it wishes Oracle to proceed with that evaluation, depending upon the cost of such evaluation. If Oracle is engaged to perform further formal evaluation, the Oracle response to a Change Order request will contain the impact of the change on various portions of the SOW, including identifying and quantifying changes in Services, schedules, and/or price. Oracle will also indicate alternate approaches where possible.

4. Oracle shall provide You with a written statement; offering to perform pursuant to the Change Order request, proposing modifications to the change order request, or rejecting such Change Order request within five (5) business days from date of receipt of such change order request. Oracle's statement will include detailed information as to; (i) the availability of Oracle's

personnel and resources, and (ii) the impact, if any, on the completion of Services, the delivery of any deliverables or the cost of the Services.

5. If You desire to implement a Change Order request, You shall provide written authorization to Oracle to proceed with such change order request upon the terms set forth therein or as modified by Oracle in its response.

6. Oracle will prepare an estimate for the cost of the Change Order request within five (5) business days, and will require that You approve such change order prior to commencement of any work. If You require to modify requirements of the original Change Order, Oracle will void the original and create a new Change Order that will require Your approval.

7. Upon receipt of such written authorization from You, Oracle shall promptly commence performance in accordance with the Change Order as modified by Oracle's response thereto. Changes that increase the cost and/or impact the schedule must be documented in a Change Order that must be signed by authorized representatives of the parties.

8. Each Change Order, as modified by Oracle's response thereto, which is duly authorized in writing by You shall; constitute a formal modification to, be deemed incorporated into and shall become a part of the Agreement. In no event shall the Agreement, and/or any other obligations of Oracle with respect to Phase III be deemed amended except through a Change Order approved by Oracle and You.

9. You must respond in writing to approve or deny such change order request within ten (10) business days of the date of such Change Order request. Should You not provide this response to Oracle within such ten (10) business days, Oracle shall assume the Change Order request to be denied by You.

10. Oracle shall submit invoices for all approved Change Orders associated with the level of effort engagement as a part of the work payment associated with the Change Order and represented in the amended SOW and will invoice the deliverable payment once the deliverable or milestone is complete. If the deliverable has been completed and invoiced, a separate monthly invoice will be required. Such invoices will include all fees approved within the Change Order.

11. Management of this process is the responsibility of the Oracle Project Manager and Your Project Manager who has primary responsibility for contract delivery. Specific procedures associated with the Change Order Process are triggered by (1) the Oracle Project Manager and Your Project Manager reaching agreement on the change and (2) submission of a Change Order Form to the Oracle Project Manager. Oracle will log all changes to the SOW in the Change Control Log as the permanent record of change order request status and approved changes to the SOW. Any such change, unless specifically stated within the SOW, may be subject to a mutually agreed upon pricing adjustment.

12. Until agreement can be reached on the implementation of the requested change, or if agreement cannot be reached, Services will continue to be performed in accordance with the existing terms and conditions of this SOW.

## STATEMENT OF WORK ACCEPTANCE PROCEDURE

Acceptance shall be in accordance with Section 5 (Acceptance) of the Agreement.

# 5. Operations and Maintenance ("O&M")

Oracle's scope of Services under this SOW will also include the Services and deliverables described in this Section 5.

## Oracle Delivery Scope

Provide up to five hundred twenty-five (525) Person Days of onsite assistance for the following activities associated with Your AMP environment. The work is to be completed within the duration of Phase III:

1. Provide DBA, Front end development, Mid-tier development, Back end development, Security, Quality Assurance and Monitoring and Management and other Oracle technical support on AMP Oracle Technology Stack components.
2. Create a monthly O&M Summary Report that covers O&M activities for the above Services.

## Specific Project Assumptions

1. O&M support on AMP technology stack components will be provided for eight (8) business hours per Person Day in the US Pacific time zone.
2. The start of these support activities will be mutually agreed upon in writing by Oracle and LACA and will be for the duration of up to five hundred twenty-five (525) calendar days between from the mutually agreed start date and no later than the contractually agreed to end date.

# 6. O&M Deliverables

Services performed by Oracle under this Operations and Maintenance (O&M) section shall be for the purpose of providing the following deliverables:

*Table 55: O&M Deliverables*

| # | O&M Deliverable | Deliverable name |
|---|---|---|
| OM1 | O&M Summary Report Month 1 | The report covers O&M activities provided in that month |
| OM2 | O&M Summary Report Month 2 | The report covers O&M activities provided in that month |
| OM3 | O&M Summary Report Month 3 | The report covers O&M activities provided in that month |
| OM4 | O&M Summary Report Month 4 | The report covers O&M activities provided in that month |
| OM5 | O&M Summary Report Month 5 | The report covers O&M activities provided in that month |
| OM6 | O&M Summary Report Month 6 | The report covers O&M activities provided in that month |
| OM7 | O&M Summary Report Month 7 | The report covers O&M activities provided in that month |
| OM8 | O&M Summary Report Month 8 | The report covers O&M activities provided in that month |
| OM9 | O&M Summary Report Month 9 | The report covers O&M activities provided in that month |
| OM10 | O&M Summary Report Month 10 | The report covers O&M activities provided in that month |
| OM11 | O&M Summary Report Month 11 | The report covers O&M activities provided in that month |
| OM12 | O&M Summary Report Month 12 | The report covers O&M activities provided in that month |
| OM13 | O&M Summary Report Month 13 | The report covers O&M activities provided in that month |
| OM14 | O&M Summary Report Month 14 | The report covers O&M activities provided in that month |
| OM15 | O&M Summary Report Month 15 | The report covers O&M activities provided in that month |
| OM16 | O&M Summary Report Month 16 | The report covers O&M activities provided in that month |

# 7. Financial Estimate

**STATEMENT OF WORK PAYMENT SCHEDULE (FP) or LABOR RATES AND ESTIMATED EXPENSES (T&M)**

**Fees and Expenses: Core Development**

You agree to pay Oracle a fee of twenty eight million fifty four thousand three hundred and eighty nine dollars and four cents ($28,054,389.04) for Services and deliverables described in section 3 of this Statement of Work. This fee includes travel and out of pocket expenses. This fee does not include taxes. Upon completion of a milestone, ninety percent (90%) of the corresponding milestone fee specified below becomes due and payable and Oracle shall thereafter invoice, and You shall pay, such milestone fee; this payment obligation shall become non-cancelable and the sum paid nonrefundable on Your acceptance date. A milestone is completed once all the deliverable(s) under such milestone are accepted, or deemed accepted, in accordance with Paragraph 5.1 (Acceptance) of the Agreement. The remaining ten percent (10%) of each corresponding fee not originally invoiced shall be due upon Final Acceptance of the Solution in accordance with Paragraphs 5.2 through 5.6 (Final Acceptance) of the Agreement.

As of the Effective Date of this Statement of Work, the below delivery dates are estimated dates and are intended for planning purposes only. As such, Oracle does not guarantee that these dates will be met and failure to meet such estimated dates shall not, in and of itself, constitute a breach of contract. Oracle will, however, use commercially reasonable efforts to meet the estimated dates.

Notwithstanding the foregoing, the PWP shall set forth mutually agreed upon dates for the below deliverables. Upon acceptance by You of the PWP, such dates shall no longer be deemed to be estimates. Any changes to the PWP will be reviewed and agreed upon jointly by the LACA and the Oracle Project Manager and recorded in the weekly status reports.

*Table 56: Delivery Dates*

| # | Phase III | Deliverable name | Expected Delivery Month | Value | 10% hold back | Deliverable value |
|---|-----------|------------------|-------------------------|-------|---------------|-------------------|
| 1 | Phase III Project Inception | Tasks to establish the project including a project kickoff presentation | Month 1 | $300,000.00 | $30,000.00 | $270,000.00 |
| 2 | Initial PWP | Initial Project Work Plan | Month 2 | $375,000.00 | $37,500.00 | $337,500.00 |
| 3 | PMP | PMP | Month 2 | $375,000.00 | $37,500.00 | $337,500.00 |
| 4 | Updated Technical Architecture Document | Updated LACA Technical Architecture Document that has been created and maintained since Phase 1 | Month 3 | $375,000.00 | $37,500.00 | $337,500.00 |
| 5 | Architectural Principles Summary Document | Documentation of Architecture Principles to be followed in Project execution | Month 2 | $375,000.00 | $37,500.00 | $337,500.00 |
| 6 | Monthly Architecture Status | Monthly report documenting Architecture team activities and accomplishments | Months 2 to 15 as | | | |

| # | Phase III | Deliverable name | Expected Delivery Month | Value | 10% hold back | Deliverable value |
|---|-----------|------------------|-------------------------|-------|---------------|-------------------|
| | Report - Months 2 to 15 | | set out below | | | |
| 6.1 | Monthly Architecture Status Report - Month 2 | Monthly report documenting Architecture team activities and accomplishments | Month 2 | $280,000.00 | $28,000.00 | $252,000.00 |
| 6.2 | Monthly Architecture Status Report - Month 3 | Monthly report documenting Architecture team activities and accomplishments | Month 3 | $280,000.00 | $28,000.00 | $252,000.00 |
| 6.3 | Monthly Architecture Status Report - Month 4 | Monthly report documenting Architecture team activities and accomplishments | Month 4 | $280,000.00 | $28,000.00 | $252,000.00 |
| 6.4 | Monthly Architecture Status Report - Month 5 | Monthly report documenting Architecture team activities and accomplishments | Month 5 | $280,000.00 | $28,000.00 | $252,000.00 |
| 6.5 | Monthly Architecture Status Report - Month 6 | Monthly report documenting Architecture team activities and accomplishments | Month 6 | $280,000.00 | $28,000.00 | $252,000.00 |
| 6.6 | Monthly Architecture Status Report - Month 7 | Monthly report documenting Architecture team activities and accomplishments | Month 7 | $280,000.00 | $28,000.00 | $252,000.00 |
| 6.7 | Monthly Architecture Status Report - Month 8 | Monthly report documenting Architecture team activities and accomplishments | Month 8 | $280,000.00 | $28,000.00 | $252,000.00 |
| 6.8 | Monthly Architecture Status Report - Month 9 | Monthly report documenting Architecture team activities and accomplishments | Month 9 | $280,000.00 | $28,000.00 | $252,000.00 |
| 6.9 | Monthly Architecture Status Report - Month 10 | Monthly report documenting Architecture team activities and accomplishments | Month 10 | $280,000.00 | $28,000.00 | $252,000.00 |
| 6.10 | Monthly Architecture Status Report - Month 11 | Monthly report documenting Architecture team activities and accomplishments | Month 11 | $280,000.00 | $28,000.00 | $252,000.00 |
| 6.11 | Monthly Architecture Status Report - Month 12 | Monthly report documenting Architecture team activities and accomplishments | Month 12 | $175,000.00 | $17,500.00 | $157,500.00 |
| 6.12 | Monthly Architecture Status Report - Month 13 | Monthly report documenting Architecture team activities and accomplishments | Month 13 | $175,000.00 | $17,500.00 | $157,500.00 |
| 6.13 | Monthly Architecture Status Report - Month 14 | Monthly report documenting Architecture team activities and accomplishments | Month 14 | $150,000.00 | $15,000.00 | $135,000.00 |
| 6.14 | Monthly Architecture Status Report - Month 15 | Monthly report documenting Architecture team activities and accomplishments | Month 15 | $104,389.04 | $10,438.90 | $93,950.14 |
| 7 | Vision Prototypes | Summary of all conceptual prototypes created in Vision Phase | Month 3 | $375,000.00 | $37,500.00 | $337,500.00 |
| 8 | Epics and User Stories | Documentation of epics and user stories from the Vision Phase in scope for Releases 19.A and 19.C | Month 3 | $375,000.00 | $37,500.00 | $337,500.00 |
| 9 | Environment Install/Migrate/ | Monthly report detailing results of environment | Months 1 to 15 as | | | |

| # | Phase III | Deliverable name | Expected Delivery Month | Value | 10% hold back | Deliverable value |
|---|---|---|---|---|---|---|
| | Upgrade/Extensions report | creation, migration, extensions and upgrades | set out below | | | |
| 9.1 | Environment Install/Migrate/ Upgrade/Extensions report - Month 1 | Monthly report detailing results of environment creation, migration, extensions and upgrades | Month 1 | $250,000.00 | $25,000.00 | $225,000.00 |
| 9.2 | Environment Install/Migrate/ Upgrade/Extensions report - Month 2 | Monthly report detailing results of environment creation, migration, extensions and upgrades | Month 2 | $250,000.00 | $25,000.00 | $225,000.00 |
| 9.3 | Environment Install/Migrate/ Upgrade/Extensions report - Month 3 | Monthly report detailing results of environment creation, migration, extensions and upgrades | Month 3 | $350,000.00 | $35,000.00 | $315,000.00 |
| 9.4 | Environment Install/Migrate/ Upgrade/Extensions report - Month 4 | Monthly report detailing results of environment creation, migration, extensions and upgrades | Month 4 | $250,000.00 | $25,000.00 | $225,000.00 |
| 9.5 | Environment Install/Migrate/ Upgrade/Extensions report - Month 5 | Monthly report detailing results of environment creation, migration, extensions and upgrades | Month 5 | $250,000.00 | $25,000.00 | $225,000.00 |
| 9.6 | Environment Install/Migrate/ Upgrade/Extensions report - Month 6 | Monthly report detailing results of environment creation, migration, extensions and upgrades | Month 6 | $250,000.00 | $25,000.00 | $225,000.00 |
| 9.7 | Environment Install/Migrate/ Upgrade/Extensions report - Month 7 | Monthly report detailing results of environment creation, migration, extensions and upgrades | Month 7 | $250,000.00 | $25,000.00 | $225,000.00 |
| 9.8 | Environment Install/Migrate/ Upgrade/Extensions report - Month 8 | Monthly report detailing results of environment creation, migration, extensions and upgrades | Month 8 | $250,000.00 | $25,000.00 | $225,000.00 |
| 9.9 | Environment Install/Migrate/ Upgrade/Extensions report - Month 9 | Monthly report detailing results of environment creation, migration, extensions and upgrades | Month 9 | $250,000.00 | $25,000.00 | $225,000.00 |
| 9.10 | Environment Install/Migrate/ Upgrade/Extensions report - Month 10 | Monthly report detailing results of environment creation, migration, extensions and upgrades | Month 10 | $250,000.00 | $25,000.00 | $225,000.00 |
| 9.11 | Environment Install/Migrate/ Upgrade/Extensions report - Month 11 | Monthly report detailing results of environment creation, migration, extensions and upgrades | Month 11 | $250,000.00 | $25,000.00 | $225,000.00 |
| 9.12 | Environment Install/Migrate/ Upgrade/Extensions report - Month 12 | Monthly report detailing results of environment creation, migration, extensions and upgrades | Month 12 | $150,000.00 | $15,000.00 | $135,000.00 |
| 9.13 | Environment Install/Migrate/ Upgrade/Extensions report - Month 13 | Monthly report detailing results of environment creation, migration, extensions and upgrades | Month 13 | $150,000.00 | $15,000.00 | $135,000.00 |

| # | Phase III | Deliverable name | Expected Delivery Month | Value | 10% hold back | Deliverable value |
|---|-----------|------------------|-------------------------|-------|---------------|-------------------|
| 9.14 | Environment Install/Migrate/ Upgrade/Extensions report - Month 14 | Monthly report detailing results of environment creation, migration, extensions and upgrades | Month 14 | $150,000.00 | $15,000.00 | $135,000.00 |
| 9.15 | Environment Install/Migrate/ Upgrade/Extensions report - Month 15 | Monthly report detailing results of environment creation, migration, extensions and upgrades | Month 15 | $150,000.00 | $15,000.00 | $135,000.00 |
| 10 | DS TDD Summary Report | Summary of TDD deliverables for Digital Signature Integration | Month 4 | $375,000.00 | $37,500.00 | $337,500.00 |
| 11 | 18.C Transition Phase Summary Report | Summary of output from testing activities, test results and defect remediation summary | Month 4 | $475,000.00 | $47,500.00 | $427,500.00 |
| 12 | 18.C Production Phase Summary Report | Summary of output from production deployment and support activities | Month 4 | $375,000.00 | $37,500.00 | $337,500.00 |
| 13 | GCM Elaboration Summary | Summary of Elaboration deliverables for GCM | Month 4 | $575,000.00 | $57,500.00 | $517,500.00 |
| 14 | GCM TDD Summary | Summary of TDD deliverables for GCM | Month 7 | $500,000.00 | $50,000.00 | $450,000.00 |
| 15 | PMD Elaboration Summary | Summary of Elaboration deliverables for GCM PMDs/Reporting | Month 5 | $375,000.00 | $37,500.00 | $337,500.00 |
| 16 | PMD TDD Summary | Summary of TDD deliverables for GCM PMDs/Reporting | Month 7 | $500,000.00 | $50,000.00 | $450,000.00 |
| 17 | PS Elaboration Summary | Summary of elaboration deliverables for Property Statements | Month 5 | $375,000.00 | $37,500.00 | $337,500.00 |
| 18 | PS TDD Summary | Summary of TDD deliverables for Property Statements | Month 7 | $500,000.00 | $50,000.00 | $450,000.00 |
| 19 | WC Elaboration Summary | Summary of elaboration deliverables for Migration | Month 5 | $375,000.00 | $37,500.00 | $337,500.00 |
| 20 | WC Migration Summary | Summary of delivered migrations | Month 7 | $500,000.00 | $50,000.00 | $450,000.00 |
| 21 | SI Elaboration Summary | Summary of elaboration deliverables for system interfaces | Month 6 | $375,000.00 | $37,500.00 | $337,500.00 |
| 22 | SI TDD Summary | Summary of delivered interfaces | Month 8 | $500,000.00 | $50,000.00 | $450,000.00 |
| 23 | 19.A Transition Phase Summary Report | Summary of output from testing activities for Release 19.A | Month 8 | $875,000.00 | $87,500.00 | $787,500.00 |
| 24 | 19.A Production Phase Summary Report | Summary of output from production support activities for Release 19.A | Month 9 | $650,000.00 | $65,000.00 | $585,000.00 |
| 25 | NC Elaboration Summary | Summary of elaboration deliverables for New Construction | Month 10 | $375,000.00 | $37,500.00 | $337,500.00 |

| # | Phase III | Deliverable name | Expected Delivery Month | Value | 10% hold back | Deliverable value |
|---|---|---|---|---|---|---|
| 26 | NC TDD Summary | Summary of TDD deliverables for New Construction | Month 13 | $500,000.00 | $50,000.00 | $450,000.00 |
| 27 | MA Elaboration Summary | Summary of elaboration deliverables for Market Approach | Month 11 | $375,000.00 | $37,500.00 | $337,500.00 |
| 28 | MA TDD Summary | Summary of TDD deliverables for Market Approach | Month 12 | $500,000.00 | $50,000.00 | $450,000.00 |
| 29 | RS Elaboration Summary | Summary of elaboration deliverables for Roll Support | Month 12 | $375,000.00 | $37,500.00 | $337,500.00 |
| 30 | RS TDD Summary | Summary of TDD deliverables for Roll Support | Month 13 | $500,000.00 | $50,000.00 | $450,000.00 |
| 31 | Component 11.7 Elaboration Summary | Summary of elaboration deliverables for taking 11.7 Public | Month 12 | $375,000.00 | $37,500.00 | $337,500.00 |
| 32 | Component 11.7 TDD Summary | Summary of TDD deliverables for taking 11.7 Public | Month 13 | $500,000.00 | $50,000.00 | $450,000.00 |
| 33 | TE Elaboration Summary | Summary of elaboration deliverables for Technical Extensions | Month 13 | $375,000.00 | $37,500.00 | $337,500.00 |
| 34 | TE TDD Summary | Summary of TDD deliverables for Technical Extension | Month 14 | $500,000.00 | $50,000.00 | $450,000.00 |
| 35 | SE Extension Summary | Monthly report of security extension activities and accomplishments | Month 2 to 15 as set out below | | | |
| 35.1 | SE Extension Summary - Month 2 | Monthly report of security extension activities and accomplishments | Month 2 | $275,000.00 | $27,500.00 | $247,500.00 |
| 35.2 | SE Extension Summary - Month 3 | Monthly report of security extension activities and accomplishments | Month 3 | $275,000.00 | $27,500.00 | $247,500.00 |
| 35.3 | SE Extension Summary - Month 4 | Monthly report of security extension activities and accomplishments | Month 4 | $275,000.00 | $27,500.00 | $247,500.00 |
| 35.4 | SE Extension Summary - Month 5 | Monthly report of security extension activities and accomplishments | Month 5 | $275,000.00 | $27,500.00 | $247,500.00 |
| 35.5 | SE Extension Summary - Month 6 | Monthly report of security extension activities and accomplishments | Month 6 | $275,000.00 | $27,500.00 | $247,500.00 |
| 35.6 | SE Extension Summary - Month 7 | Monthly report of security extension activities and accomplishments | Month 7 | $275,000.00 | $27,500.00 | $247,500.00 |
| 35.7 | SE Extension Summary - Month 8 | Monthly report of security extension activities and accomplishments | Month 8 | $275,000.00 | $27,500.00 | $247,500.00 |
| 35.8 | SE Extension Summary - Month 9 | Monthly report of security extension activities and accomplishments | Month 9 | $275,000.00 | $27,500.00 | $247,500.00 |

| # | Phase III | Deliverable name | Expected Delivery Month | Value | 10% hold back | Deliverable value |
|---|---|---|---|---|---|---|
| 35.9 | SE Extension Summary - Month 10 | Monthly report of security extension activities and accomplishments | Month 10 | $275,000.00 | $27,500.00 | $247,500.00 |
| 35.10 | SE Extension Summary - Month 11 | Monthly report of security extension activities and accomplishments | Month 11 | $275,000.00 | $27,500.00 | $247,500.00 |
| 35.11 | SE Extension Summary - Month 12 | Monthly report of security extension activities and accomplishments | Month 12 | $250,000.00 | $25,000.00 | $225,000.00 |
| 35.12 | SE Extension Summary - Month 13 | Monthly report of security extension activities and accomplishments | Month 13 | $250,000.00 | $25,000.00 | $225,000.00 |
| 35.13 | SE Extension Summary - Month 14 | Monthly report of security extension activities and accomplishments | Month 14 | $250,000.00 | $25,000.00 | $225,000.00 |
| 35.14 | SE Extension Summary - Month 15 | Monthly report of security extension activities and accomplishments | Month 15 | $250,000.00 | $25,000.00 | $225,000.00 |
| 36 | 19.C Transition Phase Summary Report | Summary of testing activities output for Release 19.C | Month 15 | $875,000.00 | $87,500.00 | $787,500.00 |
| 37 | 19.C Production Phase Summary Report | Summary of production support activities for Release 19.C | Month 16 | $650,000.00 | $65,000.00 | $585,000.00 |
| 38 | Project Closeout Report | Report of project closeout activities | Month 17 | $625,000.00 | $62,500.00 | $562,500.00 |
| 39 | 18.d Transition Phase Summary Report | Summary of testing and production deployment activities for minor release 18.d | Month 6 | $475,000.00 | $47,500.00 | $427,500.00 |
| 40 | 19.b Transition Phase Summary Report | Summary of testing and production deployment activities for minor release 19.b | Month 13 | $575,000.00 | $57,500.00 | $517,500.00 |
| | | TOTAL | | $28,054,389.04 | $2,805,438.90 | $25,248,950.14 |

\* The completion date is calculated from the end of the first calendar month following the Effective Date of the Agreement.

## Fees and Expenses: Production Operations and Maintenance ("O&M")

You agree to pay Oracle a fee of nine hundred forty-one thousand nine hundred and fifty dollars and ninety six cents ($941,950.96) for Services and deliverables described in Section 5 of this SOW. This fee includes travel and out of pocket expenses. This fee does not include taxes. The provisions of Agreement Section 7.5 Holdbacks shall not apply to this Production Operations and Maintenance ("O&M") task. Upon completion of a milestone the corresponding milestone fee specified below becomes due and payable and Oracle shall thereafter invoice, and You shall pay, such milestone fee; this payment obligation shall become non-cancelable and the sum paid nonrefundable on Your acceptance date. A milestone is completed once all the deliverable(s) under such milestone are accepted, or deemed accepted, in accordance with Paragraph 5.1 (Acceptance) of the Agreement.

The below delivery dates are estimated dates following the signature of the Phase III Agreement and are intended for planning purposes only. As such, Oracle does not guarantee that these dates will be met and

failure to meet such estimated dates shall not, in and of itself, constitute a breach of contract. Oracle will, however, use commercially reasonable efforts to meet the estimated dates.

Notwithstanding the foregoing, the PWP shall set forth mutually agreed upon dates for the below deliverables. Upon acceptance by You of the Project Work Plan, such dates shall no longer be deemed to be estimates. Any changes to the PWP will be reviewed and agreed upon jointly by the LACA and Oracle Project Managers and recorded in the weekly status reports.

*Table 57: O&M Billing Schedule*

| # | Phase III | Deliverable name | Expected Delivery Month* | Value | 10% hold back | Deliverable value |
|---|---|---|---|---|---|---|
| OM1 | O&M Summary Report Month 1 | The report covers O&M activities provided in that month | Month 1 | $58,871.94 | $ - | $58,871.94 |
| OM2 | O&M Summary Report Month 2 | The report covers O&M activities provided in that month | Month 2 | $58,871.94 | $ - | $58,871.94 |
| OM3 | O&M Summary Report Month 3 | The report covers O&M activities provided in that month | Month 3 | $58,871.94 | $ - | $58,871.94 |
| OM4 | O&M Summary Report Month 4 | The report covers O&M activities provided in that month | Month 4 | $58,871.94 | $ - | $58,871.94 |
| OM5 | O&M Summary Report Month 5 | The report covers O&M activities provided in that month | Month 5 | $58,871.94 | $ - | $58,871.94 |
| OM6 | O&M Summary Report Month 6 | The report covers O&M activities provided in that month | Month 6 | $58,871.94 | $ - | $58,871.94 |
| OM7 | O&M Summary Report Month 7 | The report covers O&M activities provided in that month | Month 7 | $58,871.94 | $ - | $58,871.94 |
| OM8 | O&M Summary Report Month 8 | The report covers O&M activities provided in that month | Month 8 | $58,871.94 | $ - | $58,871.94 |
| OM9 | O&M Summary Report Month 9 | The report covers O&M activities provided in that month | Month 9 | $58,871.94 | $ - | $58,871.94 |
| OM10 | O&M Summary Report Month 10 | The report covers O&M activities provided in that month | Month 10 | $58,871.94 | $ - | $58,871.94 |
| OM11 | O&M Summary Report Month 11 | The report covers O&M activities provided in that month | Month 11 | $58,871.94 | $ - | $58,871.94 |
| OM12 | O&M Summary Report Month 12 | The report covers O&M activities provided in that month | Month 12 | $58,871.94 | $ - | $58,871.94 |
| OM13 | O&M Summary Report Month 13 | The report covers O&M activities provided in that month | Month 13 | $58,871.94 | $ - | $58,871.94 |
| OM14 | O&M Summary Report Month 14 | The report covers O&M activities provided in that month | Month 14 | $58,871.94 | $ - | $58,871.94 |
| OM15 | O&M Summary Report Month 15 | The report covers O&M activities provided in that month | Month 15 | $58,871.94 | $ - | $58,871.94 |
| OM16 | O&M Summary Report Month 16 | The report covers O&M activities provided in that month | Month 16 | $58,871.86 | $ - | $58,871.86 |
| | | TOTAL | | $941,950.96 | $ - | $941,950.96 |

* This date is calculated from the end of the first calendar month following the Effective Date of the Agreement.

# 8. Oracle Services (Time & Materials)

Oracle's scope of Services under this SOW will also include the Services and deliverables described in this Section 8. The Parties agree that the Services in this Section 8 are provided on a Time & Materials ("T&M") basis.

## A. Description of Services

At Your direction, Oracle will provide You with technical assistance with AMP Phase III implementation, which may be to:
1. Provide technical assistance to Your team for Phase III activities covering installation, upgrading, patching, hot fixes, development, deployment, provisioning, configuration, optimization, testing, troubleshooting, training, monitoring, administration, maintaining, and application management Services;
2. Provide technical assistance to Your team during AMP Phase III implementation for Oracle products used in AMP Phase III;
3. Provide technical assistance to Your team for implementing Phase II refactoring.

## B. Your Obligations and Project Assumptions

1. Maintain the properly configured hardware/operating system platform to support the Services.
2. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
3. Maintain annual technical support for the Oracle software and hardware under separate contract throughout the term of the Services.
4. Obtain cloud services under separate contract prior to the commencement of Services and maintain such cloud services for the duration of the Services provided under this SOW.
5. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
6. Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
7. Provide any notices, and obtain any consents, required for Oracle to perform Services.
8. Limit Oracle's access to any production environment or shared development environments to the extent necessary for Oracle to perform Services.
9. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
10. Be responsible for day to day management of the project, project work schedule and associated outputs.
11. Participate in and assist with all Services tasks.
12. Provide Oracle with access to data structures, documentation, applications, databases, and artifacts as requested by Oracle to support the performance of Services.
13. Acknowledge that Oracle resources will not typically perform Services on holidays recognized by Oracle or on weekends. However, with Your permission, Oracle resources may choose to perform Services on such holidays and/or weekends.

Phase III Assumptions

1. A Person Day is defined as one (1) resource working for up to eight (8) hours.
2. Payment to Oracle will be for all of the hours spent performing Services and is not tied to any task outputs.
3. Oracle is not obligated to provide any onsite Services at Your facilities in periods of less than forty (40) hours per week per resource.
4. The Person Days and fee estimates contained herein may not be sufficient to perform or complete all of the tasks referenced in the description of Services.
5. Services shall be performed at Your facilities located at Los Angeles, CA or remotely, if mutually agreed upon, in writing by You and Oracle.
6. Oracle's standard documentation format will be used for any documentation prepared and / or delivered during the performance of Services.

Network Access

In order for Oracle to perform services under this Statement of Work, You will provide virtual private network ("VPN") access to Your systems through a network connection You create between Oracle and Your systems.

1. You are responsible for ensuring that Your network and systems comply with specifications Oracle provides prior to the commencement of the Services and that all components of Your Oracle software environment are accessible through the VPN.
2. You are responsible for acquiring and maintaining any equipment, and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to Your Oracle software environment.
3. You will provide and maintain user accounts for, and access to, the VPN for the Oracle team members, including but not limited to, Oracle's onsite remote and offshore (i.e., located outside of the United States) resources.
   If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform Services under this SOW, You agree to pay for any increased costs resulting from such failure. Oracle will prepare an amendment to this SOW for the change in the Services and fees resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of under this SOW.

## C. Base Financial Estimate:

The Services specified above are provided on a time and materials ("T&M") basis; that is, You shall pay Oracle for all of the time spent performing such Services, plus materials, and taxes.

For a period of one year from the Effective Date of the Agreement, the services will be provided at the rates set forth below.

*Table 58: T&M Rate Table*

| Consultant Level | | Effective Rate ($/Hourly) |
|---|---|---|
| 9 | Senior Practice Director | $ 390.75 |
| 8 | Senior Technical Director | $ 358.75 |
| 7 | Practice Director | $ 315.75 |
| 6T | Technical Director | $ 295.75 |
| 6M | Technical Manager | $ 295.75 |
| 5 | Practice Manager | $ 265.75 |
| 4 | Senior Principal | $ 225.75 |
| 3 | Managing Principal | $ 201.75 |
| **Remote Delivery Center (RDC)** | | |
| | RDC Principal | $ 177.10 |
| | RDC Sr. Consultant | $ 145.47 |
| | RDC Staff | $ 126.50 |
| | RDC Associate | $ 94.87 |
| **Global Service Delivery (GSD)** | | |
| 9 | Senior Practice Director Remote | $ 140.15 |
| 8 | Senior Technical Director Remote | $ 131.53 |
| 7 | Technical Manager Remote | $ 96.43 |
| 6 | Senior Principal Remote | $ 75.47 |
| 5 | Principal Remote | $ 55.37 |
| 4 | Senior Remote | $ 42.17 |
| 3 | 3 Staff Remote | $ 36.74 |
| 2 | Assoc. Remote | $ 30.44 |

All T&M fees and expenses will be invoiced monthly. The fee estimate for labor and expenses performed under this Statement of Work is five hundred thousand dollars ($500,000.00). These estimates and any other estimates related to this SOW are intended only to be for Your budgeting and Oracle's resource scheduling purposes; these estimates do not include taxes. The provisions of Agreement Section 7.5 Holdbacks shall not apply to this service. Oracle will invoice You for actual time spent performing the Services, as contained out in the applicable Summary Report, once accepted in accordance with the Agreement, plus materials, and taxes; such invoice may exceed the total estimated amount documented above. Once fees for Services reach the estimate, Oracle will cooperate with You to provide continuing Services on a T&M basis.

These rates include travel expenses and mobility costs, if applicable.

This quote is valid through May 31, 2018 and shall become binding upon execution by LACA and acceptance by Oracle.

# VENDOR'S EEO CERTIFICATION

Oracle America, Inc.

Company Name

5000 Oracle Parkway    Redwood Shores, CH 9501

Address

94-2805249

Internal Revenue Service Employer Identification Number

## GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

| CERTIFICATION | YES | NO |
|---|---|---|
| 1. Contractor has written policy statement prohibiting discrimination in all phases of employment. | (X ) | ( ) |
| 2. Contractor periodically conducts a self-analysis or utilization analysis of its work force. | (Y ) | ( ) |
| 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups. | (Y ) | ( ) |
| 4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | ( Y) | ( ) |

5-11-18

Signature of Authorized Person Responsible for Submission of the SOQ to the County

Date

Neil Bourque  Lead Sr. Analyst Diversity and

Name and Title of Authorized Person Responsible for Submission of the SOQ to the Compli...

EXHIBIT C - County's Administration

## ADMINISTRATION OF CONTRACT
## COUNTY'S ADMINISTRATION

CONTRACT
NO. _____

### COUNTY PROGRAM DIRECTOR:

| | |
|---|---|
| Name: | Scott Thornberry |
| Title: | Director of Operations, Roll Services |
| Address: | 500 West Temple Street |
| | Los Angeles, CA, 90012 |
| Telephone: | 213-874-1161 |
| Facsimile: | |
| E-Mail Address: | sthornberry@assessor.lacounty.gov |

### COUNTY PROGRAM MANAGER:

| | |
|---|---|
| Name: | Kevin Lechner |
| Title: | IT Manager, Business Service Group |
| Address: | 500 West Temple Street |
| | Los Angeles, CA, 90012 |
| Telephone: | 213-893-0905 |
| Facsimile: | |
| E-Mail Address: | klechner@assessor.lacounty.gov |

### COUNTY CONTRACT PROGRAM MONITOR:

| | |
|---|---|
| Name: | |
| Title: | |
| Address: | |
| | |
| Telephone: | |
| Facsimile: | |
| E-Mail Address: | |

## CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NOTICES SHALL BE SENT TO CONTRACTOR'S CORPORATE ADDRESS. PLEASE ENTER YOUR ORGANIZATION'S CORPORATE ADDRESS AS INDICATED ON THE ORGANIZATION'S CERTIFIED STATEMENT OF INFORMATION (SOI). THE DESIGNATED CONTACT PERSON(S) WILL RECEIVE ALL CORRESPONDENCE TO THIS CONTRACT.**

Organization Name: Oracle America, Inc.

Contact Person: Sharon Cooper, Project Manager

Street Address: One Bentall Centre; 505 Burrard Street, Suite 1400

City, State, Zip: Vancouver, VANCOUVER CA V7X 1M5

Telephone: 604-418-8970

Facsimile:

E-Mail Address: sharon.cooper@oracle.com


Contact Person: Roger Wagstaff

Street Address: One Bentall Centre; 505 Burrard Street, Suite 1400

City, State, Zip: Vancouver, VANCOUVER CA V7X 1M5

Telephone: 1-604-637-1833

Facsimile:

E-Mail Address: roger.wagstaff@oracle.com

## CONTRACTOR'S AUTHORIZED OFFICIAL(S)
## (Individuals authorized by the Board to bind Contractor in a Contract with the County)

Name: Robert Wheatley

Title: Senior Deal Manager

Street Address: 6020 West Oaks Boulevard

City, State, Zip: Rocklin, CA, 95765

Telephone: 916-315-5009

Facsimile: 916-315-5009

E-Mail Address: robert.wheatley@oracle.com

Name: Douglas Doran

Title: Senior Director North America Public Sector Deal Management

Street Address: 500 Oracle Parkway

City, State, Zip: Redwood Shores, CA, 94065

Telephone: 650-506-5277

Facsimile:

E-Mail Address: douglas.doran@oracle.com

## IF THERE ARE ANY CHANGES, A NEW CERTIFIED SOI MUST BE SUBMITTED TO:

**DCFS Contracts Administration Division**
**Attn: Contracts Division Manager**
**425 Shatto Place, Room 400**
**Los Angeles, CA 90020**

I hereby certify that the above information is correct. If any changes occur an updated Contractor's Administration Form and a new certified SOI will be submitted to DCFS Contracts Administration Division at the above address.

---

Print Name of Individual Authorized to Bind Contractor in a Contract with the County

---

Signature of Individual Authorized to Bind Contractor in a Contract with the County

---

Date

EXHIBIT E - Contractor Employee Jury Service

## COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
## CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Contractors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Contractor is excepted from the Program.

| Company Name: | ORACLE |
|---|---|
| Company Address: | 500 ORACLE PKWY |
| City: REDWOOD CITY      State: CA      Zip Code: 94065 | |
| Telephone Number: | |
| Solicitation For _____ Services: | |

*If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.*

### Part I: Jury Service Program is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

### Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*
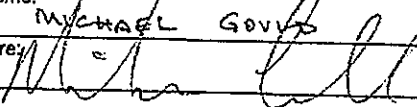
| Print Name: MICHAEL GOVIN | Title: SVP ORACLE CONSULTING |
|---|---|
| Signature: | Date: 5-15-18 |

# Exhibit F – Safely Surrendered Baby Law

# *Safely* Surrendered
## *Baby Law*

### What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

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

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

### Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

### What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

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

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

# Ley de Entrega de Bebés
## Sin Peligro

### ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, sin dar cualquier prisión a cuando los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Ángeles.*

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y seguro dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

### ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

### ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

### ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

### ¿Qué pasará con el padre/madre o adulto que entrega al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

### ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado presos por dificultades emocionales graves, los miedos pueden haber causado su embarazo, por temor a lo que pensase su sus familias o extrañas. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelta a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé como servicio como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y se encontraba. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

## CHARITABLE CONTRIBUTIONS CERTIFICATION

ORACLE EDUCATION FOUNDATION
Company Name

500 ORACLE PARKWAY, REDWOOD SHORES, CA 94065
Address

94-3382118
Internal Revenue Service Employer Identification Number

CT 117823
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

☐ Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

☑ Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

_____     5/14/18
Signature of Authorized Person responsible for          Date
Submission of the SOQ to the County

NICOLE SNOW, SENIOR OPERATIONS MANAGER
Name and Title of Signer (please print)

MAIL TO:
Registry of Charitable Trusts
P.O. Box 903447
Sacramento, CA 94203-4470
Telephone: (916) 445-2021

WEB SITE ADDRESS:
http://ag.ca.gov/charities/

Failure to submit this report annually no later than four months and fifteen days after the end of the organization's accounting period may result in the loss of tax exemption and the assessment of a minimum tax of $800, plus interest, and/or fines or filing penalties as defined in Government Code section 12586.1. IRS extensions will be honored.

State Charity Registration Number: CT 117823

**Check if:**
☐ Change of address
☐ Amended report

**ORACLE EDUCATION FOUNDATION**
Name of Organization

**500 ORACLE PARKWAY, MAIL STOP 50P-8**
Address (Number and Street)

**REDWOOD SHORES, CA 94065**
City or Town, State and ZIP Code

Corporate or Organization No. __2270033__

Federal Employer I.D. No. __94-3382118__

**ANNUAL REGISTRATION RENEWAL FEE SCHEDULE (11 Cal. Code Regs. sections 301-307, 311 and 312)**
Make Check Payable to Attorney General's Registry of Charitable Trusts

| Gross Annual Revenue | Fee | Gross Annual Revenue | Fee | Gross Annual Revenue | Fee |
|---|---|---|---|---|---|
| Less than $25,000 | 0 | Between $100,001 and $250,000 | $50 | Between $1,000,001 and $10 million | $150 |
| Between $25,000 and $100,000 | $25 | Between $250,001 and $1 million | $75 | Between $10,000,001 and $50 million | $225 |
| | | | | Greater than $50 million | $300 |

**PART A - ACTIVITIES**

For your most recent full accounting period (beginning __06/01/2016__ ending __05/31/2017__ ) list:
Gross annual revenue $ __376,454.__ Total assets $ __124,672.__

**PART B - STATEMENTS REGARDING ORGANIZATION DURING THE PERIOD OF THIS REPORT**
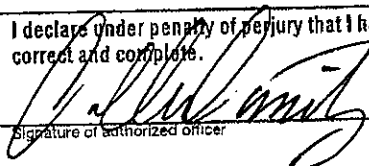
Note: If you answer "yes" to any of the questions below, you must attach a separate sheet providing an explanation and details for each "yes" response. Please review RRF-1 instructions for information required.

| | | Yes | No |
|---|---|---|---|
| 1. | During this reporting period, were there any contracts, loans, leases or other financial transactions between the organization and any officer, director or trustee thereof either directly or with an entity in which any such officer, director or trustee had any financial interest? | | X |
| 2. | During this reporting period, was there any theft, embezzlement, diversion or misuse of the organization's charitable property or funds? | | X |
| 3. | During this reporting period, did non-program expenditures exceed 50% of gross revenues? | | X |
| 4. | During this reporting period, were any organization funds used to pay any penalty, fine or judgment? If you filed a Form 4720 with the Internal Revenue Service, attach a copy. | | X |
| 5. | During this reporting period, were the services of a commercial fundraiser or fundraising counsel for charitable purposes used? If "yes," provide an attachment listing the name, address, and telephone number of the service provider. | | X |
| 6. | During this reporting period, did the organization receive any governmental funding? If so, provide an attachment listing the name of the agency, mailing address, contact person, and telephone number. | | X |
| 7. | During this reporting period, did the organization hold a raffle for charitable purposes? If "yes," provide an attachment indicating the number of raffles and the date(s) they occurred. | | X |
| 8. | Does the organization conduct a vehicle donation program? If "yes," provide an attachment indicating whether the program is operated by the charity or whether the organization contracts with a commercial fundraiser for charitable purposes. | | X |
| 9. | Did your organization have prepared an audited financial statement in accordance with generally accepted accounting principles for this reporting period? | | X |

Organization's area code and telephone number __650-607-2919__

Organization's e-mail address __FOUNDATION_WW@ORACLE.COM__

I declare under penalty of perjury that I have examined this report, including accompanying documents, and to the best of my knowledge and belief, it is true, correct and complete.

_____     COLLEEN CASSITY          EXEC. DIRECTOR          4/5/18
Signature of authorized officer    Printed Name              Title                  Date

629291
04-01-16

RRF-1 (3-05)

# ORACLE®

# ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

| Name | LOS ANGELES COUNTY ASSESSOR | Contact | Scott Thornberry |
|------|------|------|------|
| Address | 500 W Temple St Ste 225<br>Los Angeles  CA<br>90012 | Phone Number | 2139741161 |
| | | Email Address | sthornberry@assessor.lacountry.gov |

**New Subscription**

| Service Period: 12 months | | | | | | |
|---|---|---|---|---|---|---|
| **Cloud Services** | **Data Center Region** | **Quantity** | **Term** | | **Unit Net Price** | **Net Fee** |
| B89435 - Oracle Cloud Infrastructure - Block Volume - Government - Gigabyte Storage Capacity per Month | NORTH AMERICA | 19738 | 12 mo | | 0.03 | 7,046.47 |
| B89421 - Oracle Cloud Infrastructure - Compute - Bare Metal Standard - X7 - Government - OCPU Per Hour | NORTH AMERICA | 116064 | 12 mo | | 0.04 | 62,201.02 |
| B89430 - Oracle Cloud Infrastructure - FastConnect 1 Gbps - Government - Port Hour | NORTH AMERICA | 744 | 12 mo | | 0.15 | 1,328.04 |
| B89436 - Oracle Cloud Infrastructure - Object Storage - Requests - Government - 10,000 Requests per Month | NORTH AMERICA | 1000 | 12 mo | | 0.00 | 28.56 |
| B89437 - Oracle Cloud Infrastructure - Object Storage - Storage - Government - Gigabyte Storage Capacity per Month | NORTH AMERICA | 102400 | 12 mo | | 0.02 | 21,934.08 |
| B89432 - Oracle Cloud Infrastructure - Outbound Data Transfer - Government - Gigabyte Outbound Data Transfer per month | NORTH AMERICA | 20480 | 12 mo | | 0.01 | 1,462.27 |
| B89433 - Oracle Cloud Infrastructure Service - DNS - Government - 1,000,000 Queries | NORTH AMERICA | 5 | 12 mo | | 0.60 | 35.70 |
| B89434 - Oracle Cloud Infrastructure Service - Email Delivery - Government - 1,000 Emails Sent | NORTH AMERICA | 1000 | 12 mo | | 0.06 | 714.00 |
| B89422 - Oracle Cloud Infrastructure - Compute - Virtual Machine Standard - X7 - Government - OCPU Per Hour | NORTH AMERICA | 288672 | 12 mo | | 0.04 | 154,705.10 |

| Service Period: 12 months | | | | | | |
|---|---|---|---|---|---|---|
| Cloud Services | Data Center Region | Quantity | Term | | Unit Net Price | Net Fee |
| B89439 - Oracle Cloud Infrastructure - File Storage - Government - Gigabyte Storage Capacity Per Month | NORTH AMERICA | 10240 | 12 mo | | 0.03 | 3,655.68 |
| B88807 - Oracle Database Backup Service - Storage Capacity - Government - Gigabyte Storage Capacity per Month | NORTH AMERICA | 25600 | 12 mo | | 0.02 | 6,451.20 |
| B88796 - Oracle Cloud Infrastructure - Object Storage Classic - Government - Gigabyte Storage Capacity per Month | NORTH AMERICA | 25600 | 12 mo | | 0.02 | 6,021.12 |
| B88814 - Oracle Database Exadata Cloud Service - Additional OCPU's - Government - OCPU Per Hour | NORTH AMERICA | 19344 | 12 mo | | 0.24 | 54,599.76 |
| B88815 - Oracle Database Exadata Cloud Service - Quarter Rack - X6 - Government - Hosted Environment Per Month | NORTH AMERICA | 1 | 12 mo | | 17,575.00 | 210,900.00 |
| | | | Subtotal | | | 531,082.99 |

| Fee Description | Net Fee |
|---|---|
| Cloud Services Fees | 531,082.99 |
| Net Fees | 531,082.99 |
| Total Fees | 531,082.99 |

## A. Terms of Your Order

### 1. Agreement

a. The Public Sector Agreement for Cloud Services (Oracle Reference Number US-CSA-CPQ-127908 the "agreement") is attached hereto as Attachment A and incorporated herein as part of this ordering document.

Notwithstanding Section 9 (Term and Termination) of the agreement, for the purposes of this ordering document only, this ordering document incorporates by reference, and is governed by, the terms of the agreement as if such agreement had not expired or been otherwise restricted in usage.

### 2. Payment Terms:

a. Net 30 days from invoice date

### 3. Payment Frequency:

Quarterly in Arrears

### 4. Currency:

US Dollars

### 5. Offer Valid through:

31-MAY-2018

### 6. Services Period

The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

### 7. Service Specifications

The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at http://www.oracle.com/contracts.

## B. Additional Order Terms

### 1. Price Hold

During the Services Period, You may order additional quantities of the Cloud Services acquired under this order at the Unit Net Price specified above. This price hold does not apply to Eloqua Marketing Platform Cloud Service, to any renewals or extensions of the Cloud Services ordered hereunder, to Cloud Services ordered pursuant to a separate Oracle discount or promotion, or to any Cloud Services other than those listed in the initial purchase under this order.

### 2. Service Level Credit

The Oracle Cloud Service Level Objective Policy, within the Hosting and Delivery Policies and related Cloud Services Pillar documents applicable to the Cloud Services ordered by You, defines a Target Service Availability Level or Target Uptime objective and describes how Oracle calculates such availability. Subject to the terms of this Section and the applicable terms and definitions of the Oracle Cloud Service Level Objective Policy, You may receive a Service Credit in the event that the Service Availability Level or Service Uptime is below the defined target availability or uptime level in two (2) consecutive monthly reporting periods or more than five (5) monthly reporting periods in the past twelve months ("Missed Service Level"). If You have more than one production instance within a Service, the Service Availability Level or Service Uptime will be calculated as an average across all such

production instances for a monthly reporting period. You must submit a written request to Oracle (including reference to any applicable service request number) no later than thirty (30) days after the Missed Service Level occurs. Following receipt of Your request and confirmation of Your eligibility to receive a Service Credit (defined below), for each monthly reporting period within the Missed Service Level, Oracle will credit to Your account an amount equal to one (1) day of Applicable Cloud Services Fees (as defined in the following paragraph) for every 1/10th of a percentage point that the Service Availability Level is below the respective Target Service Availability Level or Target Uptime in the applicable monthly reporting period, up to a maximum credit of 10% of the Applicable Cloud Services Fees paid for that month ("Service Credit"). You shall be eligible to receive only one Service Credit per monthly reporting period of the Missed Service Level.

For purpose of calculating the Service Credit, "Applicable Cloud Services Fees" means the prorated Cloud Services fees that You paid to Oracle for the particular Cloud Service for the applicable monthly reporting period in which the Missed Service Level occurred. "Applicable Cloud Services Fees" do not include the fees for other Cloud Services or Professional Services ordered by You, or for other production Services that did not experience Service Availability or Service Uptime Levels below the respective target level. The Service Credit will be provided only towards any outstanding balance for Cloud Services owed to Oracle under this order, and the remittance of such Service Credit will represent Your exclusive remedy, and Oracle's sole liability, for the Missed Service Level.

## 3. Additional Fees for Any Increased Usage/Capacity

As described in the Oracle U.S. Government Tech Cloud Service Descriptions document available at http://www.oracle.com/contracts, if you exceed the quantity of services specified for any of the Cloud Services listed in the tables above section A with "Government" in the product name ("Government Tech Cloud Services"), then you must pay for such increased usage/capacity at the Unit Net Price specified in your order.

a.The increased services shall be equal to the actual number of increased usage/capacity in a given month less the quantity of services ordered for that given month under this order.

b.You will be invoiced monthly in arrears for the additional fees applicable to such increase in usage/capacity.

c. Such invoice shall not require a separate ordering document, and any use of such increased usage/capacity of Government Tech Cloud Services must be pursuant to the terms and conditions of this ordering document and the agreement.

## C. Other

## 1. Clarification Regarding Unit Net Price for Cloud Services

The Net Fees shown in the tables above section A are based on the actual discounted price; however, the tables above section A display only up to two (2) decimal points. The Unit Net Prices displayed to four (4) decimal points for each of the Cloud Services listed in tables above section A are listed in the table below. The total fees for such Cloud Services specified in the tables above section A reflect the sum of the actual Net Fees based on the actual Unit Net Prices (and any applicable discounts) for the Cloud Services.

| Product Description | Unit Net Price shown in the tables above section A | Actual Unit Net Price | Net Fees |
|---|---|---|---|
| B89435 - Oracle Cloud Infrastructure - Block Volume - Government - Gigabyte Storage Capacity per Month | 0.03 | 0:0298 | 7,046.47 |
| B89421 - Oracle Cloud Infrastructure - Compute - Bare Metal Standard - X7 - Government - OCPU Per Hour | 0.04 | 0.0447 | 62,201.02 |
| B89430 - Oracle Cloud Infrastructure - FastConnect 1 Gbps - Government - Port Hour | 0.15 | 0.1488 | 1,328.04 |
| B89436 - Oracle Cloud Infrastructure - Object Storage - Requests - Government - 10,000 Requests per Month | 0.00 | 0.0024 | 28.56 |

| | | | |
|---|---|---|---|
| B89437 - Oracle Cloud Infrastructure - Object Storage - Storage - Government - Gigabyte Storage Capacity per Month | 0.02 | 0.0179 | 21,934.08 |
| B89432 - Oracle Cloud Infrastructure - Outbound Data Transfer - Government - Gigabyte Outbound Data Transfer per month | 0.01 | 0.0060 | 1,462.27 |
| B89433 - Oracle Cloud Infrastructure Service - DNS - Government - 1,000,000 Queries | 0.60 | 0.5950 | 35.70 |
| B89434 - Oracle Cloud Infrastructure Service - Email Delivery - Government - 1,000 Emails Sent | 0.06 | 0.0595 | 714.00 |
| B89422 - Oracle Cloud Infrastructure - Compute - Virtual Machine Standard - X7 - Government - OCPU Per Hour | 0.04 | 0.0447 | 154,705.10 |
| B89439 - Oracle Cloud Infrastructure - File Storage - Government - Gigabyte Storage Capacity Per Month | 0.03 | 0.0298 | 3,655.68 |
| B88807 - Oracle Database Backup Service - Storage Capacity - Government - Gigabyte Storage Capacity per Month | 0.02 | 0.0210 | 6,451.20 |
| B88796 - Oracle Cloud Infrastructure - Object Storage Classic - Government - Gigabyte Storage Capacity per Month | 0.02 | 0.0196 | 6,021.12 |
| B88814 - Oracle Database Exadata Cloud Service - Additional OCPU's - Government - OCPU Per Hour | 0.24 | 0.2352 | 54,599.76 |
| B88815 - Oracle Database Exadata Cloud Service - Quarter Rack - X6 - Government - Hosted Environment Per Month | 17,575.00 | 17,575.0000 | 210,900.00 |

LOS ANGELES COUNTY ASSESSOR

Signature  _____

Name       _____

Title      _____

Signature Date  _____

## BILL TO / SHIP TO INFORMATION

| Bill To | | Ship To | |
|---|---|---|---|
| Customer Name | LOS ANGELES COUNTY ASSESSOR | Customer Name | LOS ANGELES COUNTY ASSESSOR |
| Customer Address | 500 W Temple St Ste 225<br>Los Angeles  CA<br>90012 | Customer Address | 500 W Temple St Ste 225<br>Los Angeles  CA<br>90012 |
| Contact Name | Scott Thornberry | Contact Name | Scott Thornberry |
| Contact Phone | 2139741161 | Contact Phone | 2139741161 |
| Contact Email | sthornberry@assessor.lacountry.gov | Contact Email | sthornberry@assessor.lacountry.gov |

# ORACLE

## PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Cloud Agreement") is by and between Oracle America, Inc. ("Oracle" "we," "us," or "our") and the Los Angeles County Assessor ("You"). This Cloud Agreement sets forth the terms and conditions that govern the ordering document with footer reference number CPQ-127908 ("order" or "ordering document") to which this Cloud Agreement is attached as Attachment A and as part of which this Cloud Agreement is incorporated.

### 1. USE OF THE SERVICES

1.1 We will make the Oracle services listed in Your order (the "Services" and referred to in the AMP Phase II Agreement as "Oracle IaaS") available to You pursuant to this Cloud Agreement and Your order. Except as otherwise stated in this Cloud Agreement or Your order, You have the nonexclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Cloud Agreement or the order (the "Services Period"), solely for Your internal business operations. You may allow Your Users to use the Services for this purpose, and You are responsible for their compliance with this Cloud Agreement and Your order.

1.2 The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content. Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3 You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration testing of the Services (the "Acceptable Use Policy"). In addition to other rights that we have in this Cloud Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

### 2. FEES AND PAYMENT

2.1 All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Cloud Agreement or Your order. Except as may otherwise be stated in Your order, You agree to pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. If You are a tax exempt entity, You must provide the applicable tax certificate of exemption with Your order.

2.2 If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3 You understand that You may receive multiple invoices for the Services ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at http://oracle.com/contracts.

### 3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1 You or Your licensors retain all ownership and intellectual property rights in and to Your Content. We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Cloud Agreement.

3.2 You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3 You grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Cloud Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4 You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle except that You are entitled to use the Services to build a system that You are entitled to later use to provide tax assessor services to other governmental entities (however, any provision of tax assessor services by You through the Oracle Cloud to other entities is not covered by this order or this Cloud Agreement and Your use of Oracle Cloud for such a purpose must be covered in a separate order); or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Cloud Agreement or Your order.

## 4. NONDISCLOSURE

4.1 By virtue of this Cloud Agreement, the parties may disclose information that is confidential ("Confidential Information"). To the extent permitted by law, Confidential Information shall be limited to Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Cloud Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. We will protect the confidentiality of Your Content residing in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

The parties acknowledge and agree that You and this Cloud Agreement are subject to applicable freedom of information or open records law. Should you receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

## 5. PROTECTION OF YOUR CONTENT

5.1 In performing the Services, Oracle will comply with all applicable data protection laws to the extent that such laws by their terms impose obligations directly on Oracle in connection with providing the Services specified in the order.

5.2 Oracle's *Data Processing Agreement for Oracle Cloud Services* (the "Data Processing Agreement"), which is available at http://www.oracle.com/dataprocessingagreement and incorporated herein by reference, describes how we will process Personal Data that You provide to us as part of Oracle's provision of the Services, unless stated otherwise in Your order. You agree to provide any notices and obtain any consents related to Your use of, and our provision of, the Services.

5.3 Oracle will protect Your Content as described in the Service Specifications, which define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services and describe other aspects of system management applicable to the Services. We and our affiliates may perform certain aspects of the Services (e.g., administration, maintenance, support, disaster recovery, data processing, etc.) from locations and/or through use of subcontractors, worldwide.

5.4 You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, or from Your use of the Services in a manner that is inconsistent with the terms of this Cloud Agreement. You may disclose or transfer, or instruct us to disclose or transfer in writing, Your Content to a third party, and upon such disclosure or transfer we are no longer responsible for the security or confidentiality of such content and applications outside of Oracle.

5.5 Unless otherwise specified in Your order (including in the Service Specifications), You may not provide us access to health, payment card or similarly sensitive personal information that imposes specific data security obligations on the processing of such data greater than those specified in the Service Specifications. If available, You may purchase services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address particular data protection requirements applicable to Your business or Your Content.

5.6 **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "Information Security Policy"). The Information Security Policy will be communicated to all Contractor Personnel and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

5.7 **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

a. As applicable network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;

b. As applicable operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;

c. As applicable Oracle applications will include access control to limit user access to information and application system functions; and

d. As applicable Contractor systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

5.8 **Audits.**

County may audit Contractor's compliance with the terms of this Policy up to once per year. If a third party is to conduct the audit, the third party must be mutually agreed to by County and Contractor and must execute a written confidentiality agreement acceptable to Contractor before conducting the audit. To request an audit, County must submit a detailed audit plan at least two weeks in advance of the proposed audit date to Contractor's Corporation's Global Information Security organization ("GIS") describing the proposed scope, duration, and start date of the audit. Contractor will review the audit plan and provide County with any concerns or questions (for example, any request for information that could compromise Contractor security, privacy, employment or other relevant policies). Contractor will work cooperatively with County to agree on a final audit plan. If the requested audit scope is addressed in a SSAE 16/ISAE 3402 Type 2, ISO, NIST, PCI DSS, or similar audit report performed

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by a qualified third party auditor within the prior twelve months and Contractor confirms there are no known material changes in the controls audited, County agrees to accept those findings in lieu of requesting an audit of the controls covered by the report. The audit must be conducted during regular business hours at the applicable facility, subject to Contractor policies, and may not unreasonably interfere with Contractor business activities.

County will provide GIS any audit reports generated in connection with any audit under this section, unless prohibited by law. County may use the audit reports only for the purposes of meeting its regulatory audit requirements and/or confirming compliance with the requirements of the Agreement. The audit reports are Confidential Information of the parties under the terms of the Agreement.

Any audits are at County's expense. Any request for Contractor to provide assistance with an audit is considered a separate service if such audit assistance requires the use of resources different from or in addition to those required for the provision of the services. Contractor will seek the County's written approval and agreement to pay any related fees before performing such audit assistance.

5.9 **Security Incident.** A "Security Incident" means the confirmed misappropriation of Personally Identifiable Information located on Contractor systems that compromises the security, confidentiality or integrity of such information.

a.  Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written communication of any Security Incidents.

b.  The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence.


6.  **WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

6.1 Each party represents that it has validly entered into this Cloud Agreement and that it has the power and authority to do so. We warrant that during the Services Period, we will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2 WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

6.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.  **LIMITATION OF LIABILITY**

7.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS CLOUD AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS CLOUD AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED TWO TIMES (2X) THE TOTAL AMOUNTS ACTUALLY PAID BY YOU TO ORACLE FOR THE SERVICES UNDER THIS ORDER GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY UNDER THIS ORDER. YOU AND ORACLE FURTHER AGREE THAT YOUR LIABILITY FOR DAMAGES (INCLUDING THOSE BASED ON A FUNDAMENTAL BREACH, NEGLIGENCE, MISREPRESENTATION, OR OTHER CONTRACT OR TORT CLAIM) ARISING OUT OF OR RELATED TO THIS ORDER SHALL NOT EXCEED TWO TIMES (2X) FEES PAID OR OWED TO ORACLE PURSUANT TO THIS ORDER.

## 8. INDEMNIFICATION

8.1 If a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or us depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider" which may refer to You or us depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

a.  notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
b.  gives the Provider sole control of the defense and any settlement negotiations, to the extent permitted by law; and
c.  gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

In entering any settlement, neither You nor Oracle shall make any admission of wrongdoing by the other party, require the other party to pay any settlement amount or agree to any specific performance by the other party without that party's express approval.

8.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the order, then we may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.4 This Section 8 provides the parties' exclusive remedy for any infringement claims or damages.

## 9. TERM AND TERMINATION

9.1 This Cloud Agreement is valid for the term of the order to which this Cloud Agreement is attached.

9.2 Services provided under this Cloud Agreement shall be provided for the Services Period defined in Your order.

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9.3 We may suspend Your or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this paragraph shall not excuse You from Your obligation to make payments under this Cloud Agreement. .

9.4 If either of us breaches a material term of this Cloud Agreement or the order and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred. Without limiting Oracle's remedies, if we terminate the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination.. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default of a material term as stated in the first sentence of this sub-paragraph 9.4 under this Cloud Agreement, You may not use those Services ordered.

9.5 You may terminate this Cloud Agreement at any time without cause by giving us 30 days prior written notice of such termination.

9.6 For a period of no less than 60 days after the end of the Services Period of the order, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You. At the end of such 60 day period, and except as may be required by law, we will delete or otherwise render inaccessible any of Your Content that remains in the Services.

9.7 Provisions that survive termination or expiration of this Cloud Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

## 10. THIRD-PARTY CONTENT, SERVICES AND WEBSITES

10.1 The Services may enable You to link to, transmit Your Content to, or otherwise access third parties' websites, platforms, content, products, services, and information. We do not control and are not responsible for such third parties' websites, platforms, content, products, services, and information.

10.2 Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that we are not responsible for, and have no obligation to control, monitor, or correct, Third Party Content. We disclaim all liabilities arising from or related to Third Party Content.

10.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as FacebookTM, YouTubeTM and TwitterTM, etc. (each, a "Third Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Cloud Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by us in our sole discretion, we may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Cloud Agreement or the order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

## 11. SERVICE MONITORING, ANALYSES AND ORACLE SOFTWARE

11.1 We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address

issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2 We may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). We may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, and Service Analyses do not constitute Personal Data. We retain all intellectual property rights in Service Analyses.

11.3 We may provide You with online access to download certain Oracle Software for use with the Services. If we license Oracle Software to You and do not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of this Cloud Agreement and Your order, solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use Oracle Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle Software. If Oracle Software is licensed to You under separate third party terms, then Your use of such software is governed by the separate third party terms.

## 12. EXPORT

12.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Cloud Agreement, and You and we each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12.2 You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

## 13. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Services and the order upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

## 14. GOVERNING LAW AND JURISDICTION

The Uniform Computer Information Transactions Act does not apply to this Cloud Agreement or to the order.

## 15. NOTICE

15.1 Any notice required under this Cloud Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Cloud Agreement,

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or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065. Attention: General Counsel, Legal Department.

15.2 We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in our account information or by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

## 16. ASSIGNMENT

You may not assign this Cloud Agreement or give or transfer the Services, or any interest in the Services, to another individual or entity.

## 17. OTHER

17.1 Oracle is an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

17.2 Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as our subcontractor on an engagement ordered under this Cloud Agreement and, if so, then only to the same extent as we would be responsible for our resources under this Cloud Agreement.

17.3 If any term of this Cloud Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Cloud Agreement.

17.4 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Cloud Agreement may be brought by either party more than two years after the cause of action has accrued.

17.5 Prior to entering into the order governed by this Cloud Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

17.6 Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your compliance with the terms of this Agreement and Your order. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations.

## 18. ENTIRE AGREEMENT

18.1 You agree that this Cloud Agreement and the information which is incorporated into this Cloud Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

18.2 It is expressly agreed that the terms of this Cloud Agreement and the order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of the order and the Cloud Agreement, the order shall take precedence; however, unless expressly stated otherwise in the order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in the order. This Cloud Agreement and the order may not be modified

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and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Cloud Agreement.

## 19. AGREEMENT DEFINITIONS

19.1 **"Oracle Software"** means any software agent, application or tool that Oracle makes available to You for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

19.2 **"Program Documentation"** refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at http://oracle.com/contracts or such other address specified by Oracle.

19.3 **"Service Specifications"** means the following documents, as applicable to the Services under Your order: (a) the Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement, available at www.oracle.com/contracts; (b) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement. The following do not apply to any Oracle Software that is provided by Oracle as part of the Services and governed by the terms of this Cloud Agreement: the Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

19.4 **"Third Party Content"** means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data.

19.5 **"Users"** means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Cloud Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Cloud Services to interact with You, such third parties will be considered "Users" subject to the terms of this Cloud Agreement and Your order.

19.6 **"Your Content"** means all software, data (including Personal Data as that term is defined in the Data Processing Agreement for Oracle Cloud Services described in this Cloud Agreement), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Cloud Agreement, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content"

## 20. CLOUD SERVICES EFFECTIVE DATE

The Effective Date of this Cloud Agreement is November 9th, 2016.


Agreement No.: US-CSA-CPQ-127908

# Exhibit I – County's Information Security Policy

## EXHIBIT I

## INFORMATION SECURITY POLICY

This Exhibit sets forth information security procedures to be established and maintained throughout the Term of the Agreement. These procedures are part of the Agreement between the Parties. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor Personnel and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. **Confidentiality.** Confidentiality and the handling of Confidential Information and Personal Data are addressed in Paragraph 12.0 of the Agreement.

3. **Subcontractors.** Confidentiality agreements for subcontractors are addressed in Sub-paragraph 8.8 of the Agreement.

4. **Background Checks.** Background checks are addressed in Sub-paragraph 11.5 of the Agreement.

5. **Removable Media.** Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict physical, logical, or administrative security controls designed to prevent transfer of Personally Identifiable Information to any form of unencrypted Removable Media. For purposes of this Exhibit, "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

6. **Data Encryption.** Data Encryption is addressed in Sub-paragraph 12.9 of the Agreement.

7. **Data Control; Media Disposal and Servicing.** Data Destruction is addressed in Section 12.8 of the Agreement.

8. **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

   a. As applicable network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;

b.  As applicable operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;

c.  As applicable Oracle applications will include access control to limit user access to information and application system functions; and

d.  As applicable Contractor systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

9.  **Audits**

County may audit Contractor's compliance with the terms of this Policy up to once per year. If a third party is to conduct the audit, the third party must be mutually agreed to by County and Contractor and must execute a written confidentiality agreement acceptable to Contractor before conducting the audit. To request an audit, County must submit a detailed audit plan at least two weeks in advance of the proposed audit date to Contractor's Corporation's Global Information Security organization ("GIS") describing the proposed scope, duration, and start date of the audit. Contractor will review the audit plan and provide County with any concerns or questions (for example, any request for information that could compromise Contractor security, privacy, employment or other relevant policies). Contractor will work cooperatively with County to agree on a final audit plan. If the requested audit scope is addressed in a SSAE 16/ISAE 3402 Type 2, ISO, NIST, PCI DSS, or similar audit report performed by a qualified third party auditor within the prior twelve months and Contractor confirms there are no known material changes in the controls audited, County agrees to accept those findings in lieu of requesting an audit of the controls covered by the report. The audit must be conducted during regular business hours at the applicable facility, subject to Contractor policies, and may not unreasonably interfere with Contractor business activities.

County will provide GIS any audit reports generated in connection with any audit under this section, unless prohibited by law. County may use the audit reports only for the purposes of meeting its regulatory audit requirements and/or confirming compliance with the requirements of the Agreement. The audit reports are Confidential Information of the parties under the terms of the Agreement.

Any audits are at County's expense. Any request for Contractor to provide assistance with an audit is considered a separate service if such audit assistance requires the use of resources different from or in addition to those required for the provision of the services. Contractor will seek the County's written approval and agreement to pay any related fees before performing such audit assistance.

10.  **Security Incident.** A "Security Incident" means the confirmed misappropriation of Personally Identifiable Information located on Contractor systems that compromises the security, confidentiality or integrity of such information.

a.  Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written communication of any Security Incidents.

b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence.

# ACCEPTANCE CERTIFICATE

ORACLE®

| | |
|---|---|
| Customer: | LA County Assessor |
| Project: | Assessor Modernization Project (AMP) Phase 2 |

Project #: 300XXXXXX

Initiated by:    F. Name L Name, Oracle Project Manager          Date:   Month, DD, YYYY

**Title of Deliverable:**

Deliverable Title

**Project Deliverable Number:**

Type:  ❑   Proposal
        ❑   Specification
❑     Form
        ❑   Manual
        ☑   Other

Deliverable XX – XXXXXXXXXXXXXX

**Deliverable Description:**

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**Signed for LA County Assessor**                                    **Date**

F Name _____L Name_____          Month, DD, YYYY_____

_____          _____

**Signed for Oracle**                                                **Date**

F Name _____L Name_____          Month, DD, YYYY_____

_____          _____

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# CHANGE ORDER FORM

ORACLE®

Change Order Form (COF) Number: _____

| | |
|---|---|
| Customer name:<br>Date Raised:<br>Date Resolution Required:<br>Functional Area:<br>Project Number:<br>Ordering Document Number:<br>Phase/Process:<br>Priority: (Check one)<br>☐ High ☐ Medium ☐ Low | Customer Request? (Check one):<br><br>☐Yes ☐ No<br>Requested by (Customer):<br>Prepared by (Oracle): |
| Status (check one):<br>☐ Under Oracle Review ☐ Under Customer Review ☐ Reviewed | |
| Reason for Change: | |
| Investigation and Findings: | |
| Details of Change:<br><br>Scope of Work<br><br><br>Deliverables/Milestones [fixed price only]<br><br><br>Customer Obligations/ Assumptions | |
| Impact of Change:<br><br>Impact on Detailed Implementation Plan (including timescales where applicable)<br><br><br>Impact on Services:<br><br>Financial Impact? ☐ Yes ☐ No ☐ None at this point<br>If Yes, estimated Financial impact: | |

ORACLE®

| Recommendation: |
| --- |
| ☐ Agreed – Ordering document amendment required |
| ☐ Agreed – no ordering document amendment required |
| ☐ Rejected – no further action required |
| Recommendation acknowledged by: |

_____(Customer)    _____
(Date)

_____(Oracle)    _____
(Date)

| This change order form is intended merely to document offers for proposed changes and is not intended to amend the SOW document. Any changes to time, scope, or cost must be specified in an SOW amendment signed by you and Oracle. | |
| --- | --- |
| Associated Problem Report: | Associated Risk and Issue Form: |

**ORACLE**

# CHANGE ORDER DOCUMENT/EXHIBIT AMENDMENT

**Oracle America, Inc.**
**500 Oracle Parkway**
**Redwood Shores, CA 94065**

**ORACLE CONTRACT INFORMATION**

This change order document/exhibit amendment *{insert number e.g. one, two, etc.}* amends the document and/or exhibit(s) listed below and all change order document/exhibit amendments thereto (the "change order document") between you and Oracle America, Inc. ("Oracle").

**The change order document/exhibit is amended as follows:**

## A. AMENDMENT DETAILS

1. Change Order document
   You and Oracle hereby agree to amend the document reference _____ as follows:
   a. *{specify any other changes to the Change Order Document}*

2. Exhibit *{Insert Exhibit naming convention here }*
   You and Oracle hereby agree to amend the exhibit _____ as follows:
   a. *{Specify modification to services, rates, estimated fees, actual fees, expenses, project*

3. *{Exhibit #-Exhibit Type-PA# - Repeat as necessary if you are amending more than one exhibit.}*

## C. ADDITIONAL TERMS

1. <u>Order of Precedence.</u>  In the event of any inconsistencies between the document and this change order document/exhibit amendment *{insert number e.g. one, two, etc.}*, this change order document/exhibit amendment *{insert number e.g. one, two, etc.}* shall take precedence.

2. <u>Other.</u>  Subject to the modifications herein, the document and applicable exhibit(s) shall remain in full force and effect.

This quote is valid through _____, 201_ and shall become binding upon execution by you and acceptance by Oracle.

**County of Los Angeles**                                **Oracle America, Inc.**

Authorized Signature: _____     Authorized Signature: _____

Name: _____     Name: _____

Title: _____     Title: _____

Signature Date: _____     Signature Date: _____
Change Order Document Effective Date:

## ZERO TOLERANCE HUMAN TRAFFICKING
## POLICY CERTIFICATION
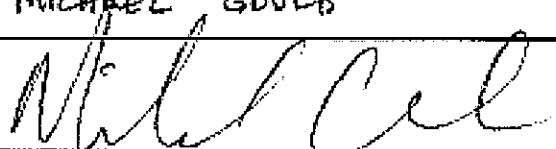
| | | |
|---|---|---|
| **Agency Name:** | | |
| **Agency Address:** | | |
| **City:** | **State:** | **Zip Code:** |
| **Telephone Number:** | **Email address:** | |
| **Solicitation/Contract for** _____ **Services** | | |

### CONTRACTOR CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Prospective Contractor acknowledges and certifies compliance with Part II - Standard Terms and Conditions, Section 44.0 (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that Contractor or a member of his staff performing work under the proposed Contract will be in compliance. Prospective Contractor further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any SOQ, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

| | |
|---|---|
| Print Name: MICHAEL GOULD | Title: SVP ORACLE CONSULTING NORTH AMERICA |
| Signature: | Date: 5-14-2018 |

**William S. Kehoe**
CHIEF INFORMATION OFFICER

Office of the CIO

# CIO Analysis

SUBJECT:

## AUTHORIZATION FOR THE ASSESSOR TO EXECUTE A SOLE SOURCE AGREEMENT WITH ORACLE FOR PHASE III OF THE ASSESSOR'S MODERNIZATION PROJECT

CONTRACT TYPE:

☒ New Contract          ☒ Sole Source          ☐ Amendment to Contract #: Enter contract #.

SUMMARY:

Description:    This request is for a sole source agreement with Oracle for the development of Phase III of the Assessor's Modernization Project (AMP).  AMP is a five-phase agile development project to replace the Assessor's legacy property assessment systems, which are comprised of more than 120 aging applications.   The Agreement is fixed-cost, deliverables-based (40 deliverables), and the term is 17 months.  This phase will be broken down into five software releases (three major and two minor).  It will focus on new development to support global case management, management dashboards, new construction, property statements, market approach, roll support and system interfaces.   There will also be updates to the overall architecture and application design.  The AMP design goals will continue to include secured property   owner   self-service   functionality   and   accessibility   on   mobile   devices.

The Assessor also requests delegated authority to execute an agreement with Oracle for hosting services.

Oracle led the development efforts for Phases I and II.  Because of that, Oracle developed a deep understanding of the Assessor's business processes and requirements.  Our office sits on the AMP Project Steering Committee and Project Advisory Committee, and we concur that bringing in a new software development partner at this point in the project would introduce additional cost, risk and a severe learning curve.  Consistent with Phase II, the Oracle and County project teams, including dedicated project management staff, will remain intact.  Additionally, because of the Assessor's desire to host the system with the same company that developed the application   (Oracle),   our   office   supports   the   requested   hosting   option.

Contract Amount: **$34,253,662**

FINANCIAL ANALYSIS:

   Contract costs:
     One-time costs
       Services ............................................................. $     34,253,662

   **Total one-time costs:**............................................ $     **34,253,662**

**AUTHORIZATION FOR THE ASSESSOR TO EXECUTE A SOLE SOURCE AGREEMENT WITH ORACLE FOR PHASE III OF THE ASSESSOR'S MODERNIZATION PROJECT**

Notes:

As previously mentioned, $34,253,662 represents the following:

- Software development.......................$    29,500,000 (over 17 months)
- Contingency (10%)..............................$    2,950,000 (over 17 months)
- Oracle hosting services.......................$    1,803,662 (annual cost)

The Unlimited License Agreement for the Oracle development tools is scheduled to expire in June 2019. The Assessor has negotiated a three-year extension through June 2022. The first-year amount is $2,408,991 and includes licensing and first year maintenance. This is not part of this request, and will be funded from the Assessor's FY 2017-18 budget.

Prior to Phase III, the Assessor's spend with Oracle has been as follows:

- Phase I..................................................$    12,157,000
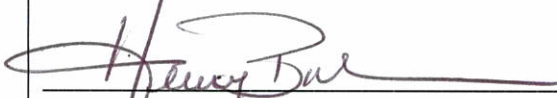- Phase II.................................................$    23,807,000

RISKS:

1. As with any software development project, there are risks in the areas of quality, cost and schedule. The Assessor has mitigated the quality risks by negotiating a well thought out Statement of Work that addresses the business requirements of this phase, and a detailed testing strategy. Cost risks have been mitigated by making this a fixed-price, deliverables based engagement. Schedule risks have been mitigated by developing an aggressive, but reasonable, timeline.

2. Because the Assessor's goal is to gradually take on more of the technical responsibility for development and support of the AMP system, become less dependent on Oracle technical resources, and eventually be self-sufficient, there is a risk around knowledge transfer. While some knowledge transfer happens by working shoulder-to-shoulder with Oracle technical resources, we have encouraged the department to formalize the knowledge transfer process, and make it a priority with Oracle.

3. As the Assessor contemplates the migration of AMP to the Oracle cloud, there is a risk about fully understanding the computing and support model of commercial cloud computing. Our office has recommended that the Assessor develop a detailed cost/benefit analysis, including service levels, to support the recommended cloud migration. Additionally, our office has recommended that the Assessor develop a detailed migration strategy for both production and non-production environments – including an exit strategy.

4. Because of the major changes going on at the Assessor's, there is a risk regarding user adoption of the new system. We have discussed this multiple times at the AMP Steering Committee meetings. Currently, adoption has been good, but needs to improve. The Assessor's management team must continue to focus on the change management component of this project.

**AUTHORIZATION FOR THE ASSESSOR TO EXECUTE A SOLE SOURCE AGREEMENT WITH ORACLE FOR PHASE III OF THE ASSESSOR'S MODERNIZATION PROJECT**

5. While no security risks have been identified, our office has verified that an Oracle security architect is assigned to the project. He is working closely with the Assessor's Technical Architect and Department Information Security Officer.

6. While no contract risks have been identified, our office has verified that both County Counsel and outside counsel (Sidley Austin LLP) are engaged.

PREPARED BY:

_____     5/21/18
DEPUTY CHIEF INFORMATION OFFICER      DATE

APPROVED:

_____     3/21/18
WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER      DATE